CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, June 01, 2021
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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.

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming as well as open to public attendance subject to social distancing and applicable health orders. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

beaumontca.gov/livestream

Public comments will be accepted using the following options.

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

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

3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

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

CLOSED SESSION - 5:00 PM

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 with be made in the City Council Chambers.

CALL TO ORDER

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

Public Comments Regarding Closed Session

1. **Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Approval / Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / 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 City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

1. **Ratification of Warrants**

Recommended Action:

Ratify Warrants dated:
April 23, 2021
April 29, 2021
May 6, 2021

2. **Approval of Minutes**

Recommended Action:

Approve Minutes dated May 18, 2021.

3. **Resolution Authorizing the City Manager to Accept a Grant Deed from Tri Pointe Homes IE-SD, a California Corporation for Tract No. 31468-5 Lot 114 – Wildflower Park**

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the City Manager to Accept a Grant Deed from Tri Pointe Homes IE-SD."

4. **Consider Adopting a Resolution Clarifying the Transportation Uniform Mitigation Fee Schedule**

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Amending the Applicable Transportation Uniform Mitigation Fee (TUMF) Applicable to All Developments in the City of Beaumont."

5. **Accept the Offer of Dedication for Public Roads and Public Utility Purposed Within First Street and California Avenue and Approve the Certificate of Acceptance for Public Right-of-Way**

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Public Road and Public Utility Purposed Within First Street and California Avenue;"
Approve the Certificate of Acceptance for Public Right-of-Way; and
Record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.

6. **Beaumont Unified School District Agreement for Livescan Fingerprinting**

Recommended Action:

Approve the Agreement with the Beaumont Unified School District for Livescan services.

7. **Approval of Gann Limit for Fiscal Year 2021-2022**

Recommended Action:

Waive the full reading and adopt by title only a “Resolution of the City Council of the City of Beaumont, approving the Appropriation Limit for the 2021-22 Fiscal Year.”

8. Award an Agreement for Maintenance Services to Couts Heating and Cooling, Incorporated, in an Amount Not-to-Exceed $29,800 for the Purchase, and Installation of an Energy Management System Modernization

Recommended Action:

Award and Agreement for Maintenance Services to Couts Heating and Cooling, Incorporated, in an amount not to exceed $29,800 for the purchase and installation of an Emergency Management System Modernization;
Authorize the City Manager to approve any change orders up to $2,980; and
Authorize the City Manager to execute the agreement on behalf of the City.

PUBLIC HEARINGS

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

9. Public Hearing for the Dissolution of Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1

Recommended Action:

Hold a Public Hearing;

Waive the full reading and adopt by title only, “Resolution of the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of Special Taxes Calling an Election Therein;”

Waive the full reading and adopt by title only, “Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Determining the Necessity to Incur Bonded Indebtedness within the Community Facilities District and Calling Elections Therein;”

Hold an election within CFD No, 2021-1;

Waive the full reading and adopt by title only, “Resolution of the City Council, Acting in its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Certifying the Results of the June 1, 2021 Special Tax and Bond Elections;”

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of a Special Tax within the Community Facilities District;”

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19D of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19D;” and

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19F of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19F.”

10. Public Hearing for the Consideration of a Development Agreement for Beaumont Crossroads I (Formally Known as Rolling Hills Ranch Specific Plan) Establishing Sewer Discharge Limitations

Recommended Action:

Hold a public hearing, and

Waive the first full reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont adopting the Development Agreement between the City of Beaumont and Beaumont Crossroads I.”

11. Public Hearing to Consider an Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.11.150 “Storage Facilities” to the Beaumont Municipal Code

Recommended Action:

Hold a public hearing, and

Continue the item to the June 15, 2021, City Council meeting to allow additional time for public input.

12. Public Hearing for Resolution Adopting the Capital Improvement Plan (CIP) for Fiscal Years 2022-2026 and Prior Year Project List

Recommended Action:

Hold a public hearing, and

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Adopting a Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 – 2025/2026 and Related Prior Year CIP Project List.”

ACTION ITEMS

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

13. Proposed Refunding of Outstanding Bonds Related to Improvement Areas 7B, 7C, 17A, 19C and 20 Community Facilities District No 93-1

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Acting as Legislative Body of Community Facilities District No. 93-1, Authorizing the Issuance of Special Tax Refunding Bonds and Taking Other Actions in Connection Therewith” and Recess the City Council Meeting;

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 Local Agency Revenue Bonds of the Authority and 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;

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 of Not-to-Exceed Twenty-One Million One Hundred Thousand Dollars ($21,100,000) and Approving Certain Documents and Taking Other Actions in Connection Therewith" and Adjourn the Board Meeting and Reconvene the City Council Meeting; and

Provide Direction to Staff and Financing Team on the 'Debt Service Structure' for IA 7-C and IA-20, as Previously Discussed.

14. FY2022 City-Wide Budget Review and Approval

Recommended Action:

Adopt the City-Wide Budget for FY2022.

15. Presentation of Parking Management Master Plan Findings

Recommended Action:

Receive and file.

16. Adopt a List of Projects Funded by SB 1 - The Road Repair and Accountability Act

Recommended Action:

Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont to Adopt a List of Projects for Fiscal year 2021-22 Funded by SB-1: The Road Repair and Accountability Act of 2017."

17. Agreement to Provide Animal Control Services to the City of Calimesa for an Initial Term of July 1, 2021, to June 30, 2023

Recommended Action:

Approve the Agreement to Provide Animal Control Field Services to the City of Calimesa.

18. Approval of a Purchase Order in An Amount Not to Exceed $455,872.08 to Creative Bus Sales for the Purchase of Two Electric Vehicle Shuttles in Accordance with the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)

Recommended Action:

Approve a purchase order in an amount not to exceed $455,872.08 to Creative Bus Sales, and

Authorize Transit Bus Nos. 2835 and 2836 to be scrapped per the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) using a certified wrecking yard.

19. A Resolution of the City Council of the City of Beaumont for Authorization of the Execution of the Certifications of Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Video Camera Purchase and Install, $70,000

Recommended Action:

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont for Authorization of the Execution of the Certifications of Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Video Camera Purchase and Install, $70,000."

20. Brine Line Flow Improvements

Recommended Action:

Authorize City staff to approve a purchase order in an amount not to exceed $35,000 payable to T.E. Roberts, Inc. for the proposed system improvements.

21. Ratification of Emergency Repair Costs to the Beaumont Mesa Lift Station

Recommended Action:

Ratify the cost of emergency repairs to the Beaumont Lift Station, totaling $216,742.

22. City Council Approval to Purchase the High-Pressure Spray System and Repairs to the Fine Screens for a Not to Exceed Price of $150,000

Recommended Action:

Approve the purchase of the high-pressure spray system and repairs to the fine screens for a not to exceed price of $150,000 payable to Huber Technology, Inc.

23. Authorize a Contract with Netsync in the Amount of $90,284.82 for a Data Center Uninterruptable Power Supply Upgrade

Recommended Action:

Authorize the City Manager to execute a contract with Netsync in the amount of $90,284.82 for a Data Center UPS hardware replacement solution to include a five-year support service contract.

24. Discussion and Direction to City Staff Regarding the City of Beaumont's Assistance to the Beaumont Cherry Valley Recreation and Parks District for the Construction of a Regional Park Generally Located on the North Side of Cherry Valley and Approximately 1 Mile East of IH-10 (Danny Thomas Ranch)

Recommended Action:

It is recommended that the City Council make Beaumont City staff available to the District for the design and development of the Danny Thomas Ranch and

direct Lloyd White, as the liaison to the District, to officially offer the City of Beaumont's assistance.

25. Cancellation of Regular City Council Meeting Scheduled for July 6, 2021

Recommended Action:

It is recommended that the City Council cancel the regular City Council meeting date scheduled for July 6, 2021.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

26. Department Projects Schedule Updates - May 2021

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- **Santos**
- **Fenn**
- **Martinez**
- **White**
- **Lara**

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, June 15, 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online **www.BeaumontCa.gov**

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Friday, April 23, 2021

SCANNED

Printed Checks	108861-108935	$	950,386.01	FY 20/21
ACH	421	$	13,231.78	
	A/P Total	$	963,617.79	
Wires	Bank of Hemet	$	2,000,000.00	Replenish Payroll Acct
Bank Draft	Kaiser	$	178.00	HSA Paydate 4/23/21
	CalPERS	$	47,154.80	742 Classic
		$	44,191.10	743 Classic
		$	19,216.10	27308 PEPRA
		$	12,301.61	25763 PEPRA
	Merchant Banked	$	500.00	Early termination fee on both accounts

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 04/16/2021 - 04/23/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	04/23/2021	EFT	0.00	13,231.78	421
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
63661	Invoice	04/22/2021	LEGAL SERVICES	0.00	6,751.78	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	6,751.78		
63664	Invoice	04/22/2021	LEGAL SERVICES	0.00	6,480.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	6,480.00		
2625	KELLY MCCARTHY	04/21/2021	Regular	0.00	941.87	108862
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
FINAL CHECK	Invoice	04/21/2021	FINAL HOURS WORKED	0.00	941.87	
	100-0000-2105-0000	PAYROLL SUSPENSE	FINAL HOURS WORKED	941.87		
2625	KELLY MCCARTHY	04/21/2021	Regular	0.00	4,964.28	108863
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
FINAL CHECK 2	Invoice	04/21/2021	COMPENSATION TO EMPLOYEE - FINAL C	0.00	4,964.28	
	100-0000-2105-0000	PAYROLL SUSPENSE	COMPENSATION TO EMPLOYEE	4,964.28		
3295	ADAM HALL	04/23/2021	Regular	0.00	1,241.27	108864
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
009845	Invoice	04/22/2021	DEPT SUPPLIES	0.00	1,032.51	
	100-6050-7070-5700	SPEC DEPT EXP - WILD FL	DEPT SUPPLIES	1,032.51		
010059	Credit Memo	04/22/2021	DEPT SUPPLIES	0.00	-195.30	
	100-6050-7070-5700	SPEC DEPT EXP - WILD FL	DEPT SUPPLIES	-195.30		
010095	Invoice	04/22/2021	DEPT SUPPLIES	0.00	404.06	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	DEPT SUPPLIES	404.06		
1027	AFFANT COMMUNICATION	04/23/2021	Regular	0.00	17,229.50	108865
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
105755	Invoice	04/22/2021	NOW PHONE SYSTEM EQUIPMENT & SER	0.00	17,229.50	
	100-1230-7071-0000	SOFTWARE	NOW PHONE SYSTEM EQUIPME	17,229.50		
1042	ALL PURPOSE RENTALS	04/23/2021	Regular	0.00	1,095.09	108866
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
44256	Invoice	04/22/2021	EQUIPMENT RENTAL	0.00	134.29	
	100-6050-7075-5450	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	134.29		
44400	Invoice	04/22/2021	EQUIPMENT RENTALS - STREETS	0.00	201.52	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	EQUIPMENT RENTALS - STREETS	201.52		
44432	Invoice	04/22/2021	EQUIPMENT RENTALS - STREETS	0.00	201.52	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	EQUIPMENT RENTALS - STREETS	201.52		
44471	Invoice	04/22/2021	EQUIPMENT RENTALS - STREETS	0.00	206.83	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	EQUIPMENT RENTALS - STREETS	206.83		
44483	Invoice	04/22/2021	EQUIPMENT RENTALS - STREETS	0.00	206.61	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	EQUIPMENT RENTALS - STREETS	206.61		
44511	Invoice	04/22/2021	COMMUNITY EVENT	0.00	144.32	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1550-7040-0000 RECREATION PROGRAMS		COMMUNITY EVENT		144.32	
1050	AMAZON CAPITAL SERVICES	04/23/2021	Regular	0.00	5,104.45	108867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
14MH-99VM-QV	Credit Memo	04/22/2021	DEPT SUPPLIES RETURNED	0.00	-47.10	
100-2150-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES RETURNED		-47.10	
167P-YCQ6-6LL7	Invoice	04/22/2021	OFFICE SUPPLIES	0.00	107.74	
750-7000-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES		107.74	
1FML-JCW4-LDX	Invoice	04/22/2021	COMPUTER SUPPLIES	0.00	24.76	
750-7000-7072-0000	COMPUTER SUPPLIES/MA		COMPUTER SUPPLIES		24.76	
1G77-4RXN-DVR	Invoice	04/22/2021	FACE MASKS	0.00	214.42	
215-0000-7036-0000	GRANT SPECIFIC COSTS		FACE MASKS		214.42	
1GVV-WJ1R-WVJL	Invoice	04/22/2021	DEPT SUPPLIES	0.00	35.52	
100-2150-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		35.52	
1H9Q-6GT6-3CNJ	Invoice	04/22/2021	OFFICE SUPPLIES	0.00	60.26	
750-7000-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES		60.26	
1KPT-MHHW-LNT	Invoice	04/22/2021	DEPT SUPPLIES	0.00	597.88	
100-6000-7070-6025	SPEC DEPT EXP - CITY HAL		DEPT SUPPLIES		350.00	
100-6000-7070-6045	SPEC DEPT EXP- COMMU		DEPT SUPPLIES		247.88	
1LX4-37HG-HDPL	Invoice	04/22/2021	DEPT SUPPLIES	0.00	74.03	
100-2150-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		74.03	
1MHD-1HKD-VK4	Invoice	04/22/2021	DEPT SUPPLIES	0.00	202.57	
100-2150-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		202.57	
1MTR-3X11-WLQ	Invoice	04/22/2021	OFFICE SUPPLIES	0.00	145.43	
750-7000-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES		145.43	
1NCR-Y33M-KFP	Invoice	04/22/2021	BUILDING MAINTENANCE	0.00	493.48	
100-6000-7085-6045	BLDG MAINT- COMMUNI		BUILDING MAINTENANCE		493.48	
1QN6-FWY9-PC9	Invoice	04/22/2021	OFFICE AND DEPT SUPPLIES	0.00	142.32	
215-0000-7036-0000	GRANT SPECIFIC COSTS		OFFICE AND DEPT SUPPLIES		94.76	
750-7000-7025-0000	OFFICE SUPPLIES		OFFICE AND DEPT SUPPLIES		47.56	
1VXY-3L4H-XWQ	Invoice	04/22/2021	OFFICE SUPPLIES	0.00	23.61	
750-7300-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES		23.61	
1Y4H-LN7X-MNC	Invoice	04/22/2021	EQUIPMENT SUPPLIES	0.00	3,029.53	
210-0000-7090-0000	EQUIP SUPPLIES/MAINT		EQUIPMENT SUPPLIES		3,029.53	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	04/23/2021	Regular	0.00	960.00	108868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
622876	Invoice	04/22/2021	Pest control for city buildings	0.00	685.00	
100-6000-7068-6025	CONTRACTUAL SVC - CITY		Pest control for city buildings		130.00	
100-6000-7068-6026	CONTRACTUAL SVC - CITY		Pest control for city buildings		65.00	
100-6000-7068-6032	CONTRACTUAL SVC- CITY		Pest control for city buildings		45.00	
100-6000-7068-6040	CONTRACTUAL SVC- POLI		Pest control for city buildings		75.00	
100-6000-7068-6041	CONTRACTUAL SVC- POLI		Pest control for city buildings		45.00	
100-6000-7068-6045	CONTRACTUAL SVC- COM		Pest control for city buildings		130.00	
100-6000-7068-6055	CONTRACTUAL SVC- FIRE		Pest control for city buildings		65.00	
750-7000-7068-0000	CONTRACTUAL SERVICES		Pest control for city buildings		65.00	
750-7300-7068-0000	CONTRACTUAL SERVICES		Pest control for city buildings		65.00	
642970	Invoice	04/22/2021	PROFESSIONAL SERVICES	0.00	275.00	
100-6000-7068-6025	CONTRACTUAL SVC - CITY		PROFESSIONAL SERVICES		137.50	
100-6000-7068-6040	CONTRACTUAL SVC- POLI		PROFESSIONAL SERVICES		137.50	
1100	AUTOZONE	04/23/2021	Regular	0.00	742.00	108869

Check Report **Date Range: 04/16/202 021**

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
2882157467	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	94.81	
	750-7900-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		94.81	
2882280262	Credit Memo	04/22/2021	VEHICLE MAINTENANCE		0.00	-4.30	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-4.30	
2882320553	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	27.99	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.99	
2882335045	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	39.84	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		39.84	
2882336265	Credit Memo	04/22/2021	VEHICLE MAINTENANCE		0.00	-25.85	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-25.85	
2882378272	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	204.71	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		204.71	
2882471486	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	130.37	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		130.37	
2882516730	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	23.69	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		23.69	
2882519794	Credit Memo	04/22/2021	VEHICLE MAINTENANCE		0.00	-23.69	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-23.69	
2882577577	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	38.78	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		38.78	
2882600124	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	9.69	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		9.69	
2882668752	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	135.24	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		135.24	
2882668754	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	92.98	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		92.98	
2882669437	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	22.51	
	100-2100-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		22.51	
2882676018	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	25.85	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		25.85	
2882771560	Credit Memo	04/22/2021	VEHICLE MAINTENANCE		0.00	-50.62	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-50.62	
	Void		04/23/2021	Regular	0.00	0.00	108870
1109	BANK OF HEMET		04/23/2021	Regular	0.00	3,726.94	108871
4/27/21	Invoice	04/22/2021	BATWING LAWNMOWER FY 20/21		0.00	3,726.94	
	100-6050-8040-0000		EQUIPMENT	BATWING LAWNMOWER FY 20/		3,726.94	
1147	BEAUMONT CHERRY VALLEY WATER DIST.		04/23/2021	Regular	0.00	30,275.00	108872
04/20/21	Invoice	04/22/2021	NEW POTABLE WATER CONNECTION		0.00	30,275.00	
	710-0000-8030-0000		CAPITAL IMPROVEMENT	NEW POTABLE WATER CONNEC		30,275.00	
1127	BEAUMONT DO IT BEST HOME CENTER		04/23/2021	Regular	0.00	208.10	108873
498879	Invoice	04/22/2021	DEPARTMENT SUPPLIES - STREETS		0.00	42.64	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		42.64	
498946	Invoice	04/22/2021	STREET LIGHT MAINTENANCE		0.00	10.83	
	100-3250-7012-0000		STREET LIGHT MAINTENA	STREET LIGHT MAINTENANCE		10.83	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
499276	Invoice	04/22/2021	DEPT SUPPLIES	0.00	154.63	
	750-7300-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		154.63	
1140	BEAUMONT SAFE & LOCK	04/23/2021	Regular	0.00	11.31	108874
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
74538	Invoice	04/22/2021	DEPT SUPPLIES	0.00	11.31	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES		4.83	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		6.48	
3956	BEVERLY DAUDEL	04/23/2021	Regular	0.00	500.00	108875
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
42217	Invoice	04/22/2021	REIMBURSEMENT FOR CREDENTIAL RENE	0.00	500.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	REIMBURSEMENT FOR CREDEN		500.00	
3215	BURGESON'S HEATING & AIR CONDITIONING, I	04/23/2021	Regular	0.00	342.00	108876
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
1256387	Invoice	04/22/2021	BUILDING MAINTENANCE	0.00	342.00	
	100-6000-7085-6055	BLDG MAINT- FIRE STATIO	BUILDING MAINTENANCE		342.00	
1196	CALIFORNIA BUILDING OFFICIALS	04/23/2021	Regular	0.00	140.00	108877
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
14067	Invoice	04/22/2021	EMPLOYEE TRAINING	0.00	70.00	
	100-2150-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		70.00	
14106	Invoice	04/22/2021	EMPLOYEE TRAINING	0.00	70.00	
	100-2150-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		70.00	
4365	CARSON CUSTOM POOLS, SPAS & LANDSCAPIN	04/23/2021	Regular	0.00	749.26	108878
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
BLDR2020-7560	Invoice	04/22/2021	PERMIT REFUND DUE TO CANCELLATION	0.00	749.26	
	100-0000-4310-0000	BUILDING PERMITS AND I	PERMIT REFUND DUE TO CANCE		749.26	
1242	CED	04/23/2021	Regular	0.00	119.23	108879
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
0954-1002139	Invoice	04/22/2021	BUILDING MAINTENANCE	0.00	119.23	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		119.23	
1285	CITY OF BANNING	04/23/2021	Regular	0.00	53.96	108880
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
74105-54930 4/1	Invoice	04/22/2021	SHARED TRAFFIC SIGNAL UTILITY @ HS W	0.00	53.96	
	100-3250-7010-0000	UTILITIES	SHARED TRAFFIC SIGNAL UTILIT		53.96	
1296	CLARK'S TOWING	04/23/2021	Regular	0.00	525.00	108881
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
S4504	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	225.00	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		225.00	
S4522	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	300.00	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		300.00	
4308	COUNTY OF RIVERSIDE INFORMATION TECHNC	04/23/2021	Regular	0.00	219.56	108882

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IT000004704	Invoice	04/22/2021	PROFESSIONAL SERVICES	0.00	219.56	
	100-1230-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	219.56		
1334	COUTS HEATING & COOLING, INC	04/23/2021	Regular	0.00	325.00	108883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9189539	Invoice	04/22/2021	BUILDING MAINTENANCE	0.00	325.00	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE	325.00		
1344	CREATIVE BUS SALES, INC	04/23/2021	Regular	0.00	808.26	108884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5214556	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	808.26	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	808.26		
1353	CUSTOM TROPHIES	04/23/2021	Regular	0.00	10.78	108885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
001853	Invoice	04/22/2021	DEPT SUPPLIES	0.00	10.78	
	100-6050-7070-5150	SPEC DEPT EXP - MOUNT	DEPT SUPPLIES	10.78		
3905	DANIEL GARCIA MONTOYA	04/23/2021	Regular	0.00	321.11	108886
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0200721	Invoice	04/22/2021	EQUIPMENT MIANTENANCE	0.00	160.00	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MIANTENANCE	160.00		
0200731	Invoice	04/22/2021	EQUIPMENT MAINTENANCE	0.00	161.11	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	110.00		
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	51.11		
1379	DC FROST ASSOCIATES, INC	04/23/2021	Regular	0.00	24,843.17	108887
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
42666	Invoice	04/22/2021	Trojan Lamps for the WWTP	0.00	24,843.17	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	Trojan Lamps for the WWTP	24,843.17		
1445	DUDEK	04/23/2021	Regular	0.00	2,460.00	108888
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
202102010	Invoice	04/22/2021	Max Benefit Report of Groundwater & Sur	0.00	930.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	Max Benefit Report of Groundw	930.00		
202102011	Invoice	04/22/2021	GROUNDWATER AND SURFACE WATER M	0.00	1,530.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	GROUNDWATER AND SURFACE	1,530.00		
1473	EMPLOYMENT DEVELOPMENT DEPT.	04/23/2021	Regular	0.00	11,364.41	108889
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L0453949408	Invoice	04/22/2021	UNEMPLOYMENT LIABILITY	0.00	11,364.41	
	100-1550-6025-0000	UNEMPLOYMENT	UNEMPLOYMENT LIABILITY	4,418.41		
	100-2050-6025-0000	UNEMPLOYMENT	UNEMPLOYMENT LIABILITY	261.00		
	100-2090-6025-0000	UNEMPLOYMENT	UNEMPLOYMENT LIABILITY	75.50		
	100-6050-6025-0000	UNEMPLOYMENT	UNEMPLOYMENT LIABILITY	6,300.00		
	750-8100-6025-0000	UNEMPLOYMENT	UNEMPLOYMENT LIABILITY	309.50		
1501	FAIRVIEW FORD	04/23/2021	Regular	0.00	652.76	108890

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
786828	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	89.23	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	89.23		
787031	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	466.88	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	466.88		
787244	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	6.05	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	6.05		
787504	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	86.59	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	86.59		
787537	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	4.01	
	100-6050-7037-0000	VEHICLE MAINTENANCE	DEPT SUPPLIES	4.01		
1518	FLYERS ENERGY	04/23/2021	Regular	0.00	658.77	108891
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-2566370	Invoice	04/22/2021	FUEL EXPENSE	0.00	658.77	
	750-7600-7050-0000	FUEL	FUEL EXPENSE	172.88		
	750-7900-7050-0000	FUEL	FUEL EXPENSE	122.92		
	750-8000-7050-0000	FUEL	FUEL EXPENSE	33.48		
	750-8300-7050-0000	FUEL	FUEL EXPENSE	329.49		
1533	FRONTIER COMMUNICATIONS	04/23/2021	Regular	0.00	250.93	108892
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
951-197-0624-08	Invoice	04/22/2021	PHONE UTILITY	0.00	250.93	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	250.93		
4337	GUARDIAN TRACKING, LLC	04/23/2021	Regular	0.00	4,142.00	108893
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2021-0321	Invoice	04/22/2021	Guardian Management Software	0.00	4,142.00	
	100-1230-7071-6040	SOFTWARE (POLICE DEPT	One tme implementation fee	1,074.00		
	100-1230-7071-6040	SOFTWARE (POLICE DEPT	Guardian Management Softwar	3,068.00		
3006	H2O INNOVATION USA, INC	04/23/2021	Regular	0.00	9,087.48	108894
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CD119353	Invoice	04/22/2021	WW Special dept Supplies	0.00	3,292.48	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WW Special dept Supplies	3,292.48		
CD119435	Invoice	04/22/2021	WW Special dept Supplies	0.00	5,795.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WW Special dept Supplies	5,795.00		
3718	HAAKER EQUIPMENT COMPANY	04/23/2021	Regular	0.00	161.63	108895
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
C70004	Invoice	04/22/2021	VACTOR TRUCK MAINTENANCE	0.00	161.63	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VACTOR TRUCK MAINTENANCE	161.63		
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	04/23/2021	Regular	0.00	690.96	108896
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
558045	Invoice	04/22/2021	DEPARTMENT SUPPLIES - SEWER	0.00	690.96	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	690.96		
3572	HECTOR ALVARADO	04/23/2021	Regular	0.00	1,730.00	108897

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
1514	Invoice	04/22/2021	Bus Washing Service		0.00	1,730.00	
	750-7100-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service			100.00	
	750-7400-7068-0000	CONTRACTUAL EXPENSES	Bus Washing Service			680.00	
	750-7600-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service			250.00	
	750-7900-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE			200.00	
	750-8000-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE			100.00	
	750-8300-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE			400.00	
3899	KEN GRODY REDLANDS LLC	04/23/2021		Regular	0.00	53.68	108898
6328262/2	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	53.68	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			53.68	
3036	KIMLEY-HORN AND ASSOCIATES, INC	04/23/2021		Regular	0.00	16,579.50	108899
194018001-0221	Invoice	04/22/2021	PENNSYLVANIA AVE INTERCHANGE IMPR		0.00	3,893.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENNSYLVANIA AVE INTERCHAN			3,893.00	
194018002-0221	Invoice	04/22/2021	PENNSYLVANIA AVE WIDENING		0.00	12,686.50	
	500-0000-7068-0000	CONTRACTUAL SERVICE	CAPITAL COSTS			12,686.50	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	04/23/2021		Regular	0.00	872.00	108900
266466	Invoice	04/22/2021	LEGAL SERVIVCES		0.00	872.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVIVCES			872.00	
1926	MATICH CORPORATION	04/23/2021		Regular	0.00	719,841.77	108901
022120049	Invoice	04/22/2021	2020 MID YEAR STREET ENHANCEMENT P		0.00	719,841.77	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	2020 MID YEAR STREET ENHAN			719,841.77	
1984	NAPA AUTO PARTS	04/23/2021		Regular	0.00	1,498.21	108902
148795	Invoice	04/23/2021	VEHICLE MAINTENANCE		0.00	6.45	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			6.45	
149744	Credit Memo	04/23/2021	VEHICLE MAINTENANCE		0.00	-21.32	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			-21.32	
149999	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	99.58	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			99.58	
150188	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	406.67	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			406.67	
150189	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	96.39	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			96.39	
150196	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	16.64	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			16.64	
150198	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	49.91	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			49.91	
150241	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	132.66	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			132.66	
150266	Invoice	04/22/2021	VEHICLE MAINTENANCE		0.00	25.85	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			25.85	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
150270	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	46.86	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		46.86	
150304	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	140.05	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		140.05	
150325	Credit Memo	04/22/2021	VEHICLE MAINTENANCE	0.00	-25.85	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-25.85	
150394	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	61.95	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		61.95	
150403	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	11.30	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.30	
150435	Credit Memo	04/22/2021	VEHICLE MAINTENANCE	0.00	-10.76	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-10.76	
150440	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	64.63	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		64.63	
150462	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	19.37	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.37	
150504	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	33.40	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		33.40	
150689	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	192.30	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		192.30	
150709	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	4.30	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.30	
150945	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	8.07	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.07	
150952	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	43.09	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		43.09	
150957	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	43.09	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		43.09	
150958	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	27.47	
	750-7100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.47	
150972	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	4.57	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.57	
151061	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	21.54	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		21.54	
	Void	04/23/2021	Regular	0.00	0.00	108903
2007	NV5, INC	04/23/2021	Regular	0.00	1,680.00	108904

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
202631	Invoice	04/22/2021	INSPECTION SERVICES	0.00	420.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	420.00	
202632	Invoice	04/22/2021	INSPECTION SERVICES	0.00	210.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	210.00	
202633	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	105.00	
202636	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	105.00	
202637	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	105.00	
202639	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	105.00	
202640	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES	105.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
202642	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
202644	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
202646	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
202648	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
202650	Invoice	04/22/2021	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
2009	O'REILLY AUTO PARTS	04/23/2021	Regular	0.00	360.44	108905
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2678-336347	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	130.04	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		130.04	
2678-338677	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	68.60	
	100-3100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		68.60	
2678-340844	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	6.45	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		6.45	
2678-341967	Credit Memo	04/22/2021	VEHICLE MAINTENANCE	0.00	-40.49	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-40.49	
2678-341968	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	92.35	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		92.35	
2678-341969	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	9.78	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		9.78	
2678-341971	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	93.71	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		93.71	
2678-342154	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	9.78	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		9.78	
2678-342155	Credit Memo	04/22/2021	VEHICLE MAINTENANCE	0.00	-9.78	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-9.78	
2039	PARKHOUSE TIRE, INC.	04/23/2021	Regular	0.00	1,051.93	108906
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2030199513	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	277.70	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		277.70	
2030199595	Invoice	04/22/2021	VEHICLE MAINTENANCE	0.00	774.23	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		774.23	
2871	PARTS AUTHORITY METRO LLC	04/23/2021	Regular	0.00	290.53	108907
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
091-237642	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	254.25	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		254.25	
091-238127	Invoice	04/23/2021	VEHICLE MAINTENANCE	0.00	36.28	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		36.28	
2066	PITNEY BOWES-1183	04/23/2021	Regular	0.00	1,064.99	108908
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
8000-9000-0098-	Invoice	04/22/2021	CONTRACTUAL SERVICES	0.00	1,064.99	
	100-1200-7025-0000	OFFICE SUPPLIES	CONTRACTUAL SERVICES		1,064.99	
2072	POLYDYNE, INC.	04/23/2021	Regular	0.00	5,745.57	108909

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1533447	Invoice	04/22/2021	CHEMICALS & SUPPLIES			0.00	5,745.57	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES		5,745.57		
3652	PRUDENTIAL OVERALL SUPPLY			04/23/2021	Regular	0.00	913.70	108910
23130410	Invoice	04/22/2021	Streets - Prudential Uniforms			0.00	65.24	
	100-3250-7065-0000		UNIFORMS	Streets Prudential Uniforms		65.24		
23133480	Invoice	04/22/2021	Streets - Prudential Uniforms			0.00	65.24	
	100-3250-7065-0000		UNIFORMS	Streets Prudential Uniforms		65.24		
23136507	Invoice	04/22/2021	Streets - Prudential Uniforms			0.00	65.24	
	100-3250-7065-0000		UNIFORMS	Streets Prudential Uniforms		65.24		
23139610	Invoice	04/22/2021	WW - Prudential Uniforms			0.00	89.43	
	700-4050-7065-0000		UNIFORMS	WW - Prudential Uniforms		89.43		
23142692	Invoice	04/22/2021	Uniform Rental and Cleaning			0.00	130.09	
	750-7100-7065-0000		UNIFORMS	Uniform Rental and Cleaning		14.79		
	750-7400-7065-0000		UNIFORMS	Uniform Rental and Cleaning		35.63		
	750-7600-7065-0000		UNIFORMS	Uniform Rental and Cleaning		31.30		
	750-7900-7065-0000		UNIFORMS	Uniform Rental and Cleaning		19.90		
	750-8300-7068-0000		CONTRACTUAL SERVICES	UNIFORM RENTAL AND CLEANI		28.47		
23142703	Invoice	04/22/2021	Uniform Rental and Cleaning			0.00	54.65	
	750-7300-7065-0000		UNIFORMS	Uniform Rental and Cleaning		54.65		
23142716	Invoice	04/22/2021	Uniform Cleaning and Rental			0.00	84.16	
	100-6050-7065-0000		UNIFORMS	Uniform Cleaning and Rental		84.16		
23142720	Invoice	04/22/2021	WW - Prudential Uniforms			0.00	89.43	
	700-4050-7065-0000		UNIFORMS	WW - Prudential Uniforms		89.43		
23145782	Invoice	04/22/2021	Uniform Rental and Cleaning			0.00	131.41	
	750-7100-7065-0000		UNIFORMS	Uniform Rental and Cleaning		15.01		
	750-7400-7065-0000		UNIFORMS	Uniform Rental and Cleaning		35.85		
	750-7600-7065-0000		UNIFORMS	Uniform Rental and Cleaning		31.52		
	750-7800-7065-0000		UNIFORMS	Uniform Rental and Cleaning		9.30		
	750-7900-7065-0000		UNIFORMS	Uniform Rental and Cleaning		20.12		
	750-8300-7068-0000		CONTRACTUAL SERVICES	UNIFORM RENTAL AND CLEANI		19.61		
23145792	Invoice	04/22/2021	Uniform Rental and Cleaning			0.00	54.65	
	750-7300-7065-0000		UNIFORMS	Uniform Rental and Cleaning		54.65		
23145796	Invoice	04/22/2021	Uniform Cleaning and Rental			0.00	84.16	
	100-6050-7065-0000		UNIFORMS	Uniform Cleaning and Rental		84.16		
2094	PYRO SPECTACULARS			04/23/2021	Regular	0.00	11,500.00	108911
100	Invoice	04/22/2021	Pyro Spectacular - July 4th Fire Works			0.00	11,500.00	
	100-1550-7040-0000		RECREATION PROGRAMS	Pyro Spectacular - July 4th Fire		11,500.00		
2098	QUILL CORPORATON			04/23/2021	Regular	0.00	14.32	108912
15728913	Invoice	04/22/2021	OFFICE SUPPLIES			0.00	14.32	
	750-7000-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		14.32		
3514	RECYCLED AGGREGATE MATERIALS CO, INC			04/23/2021	Regular	0.00	240.00	108913

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367741	Invoice	04/22/2021	Streets - Sepcial Dept Supplies			0.00	240.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	Streets - Sepcial Dept Supplies		240.00		
3436	RIGHT SOLUTION PLUMBING			04/23/2021	Regular	0.00	150.00	108914
11928	Invoice	04/22/2021	BUILDING SUPPLIES & MAINT			0.00	150.00	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO	BUILDING SUPPLIES & MAINT		150.00		
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R			04/23/2021	Regular	0.00	384.65	108915
7636255	Invoice	04/22/2021	DEPT SUPPLIES			0.00	10.25	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		5.13		
	100-6050-7070-014X		SPEC DEPT EXP - IA 14	DEPT SUPPLIES		5.12		
7636329	Invoice	04/22/2021	DEPT SUPPLIES			0.00	10.25	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		10.25		
7658122	Invoice	04/22/2021	DEPT SUPPLIES			0.00	52.04	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		52.04		
7757250	Invoice	04/22/2021	DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-014A		SPEC DEPT EXP - IA 14A	DEPT SUPPLIES		14.50		
7768543	Invoice	04/22/2021	DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-003X		SPEC DEPT EXP - IA 3	DEPT SUPPLIES		14.50		
7768544	Invoice	04/22/2021	DEPT SUPPLIES			0.00	23.37	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		11.69		
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		11.68		
7847037	Invoice	04/22/2021	DEPT SUPPLIES			0.00	26.71	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		26.71		
7847222	Invoice	04/22/2021	DEPT SUPPLIES			0.00	39.24	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18	DEPT SUPPLIES		39.24		
7847309	Invoice	04/22/2021	DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-014B		SPEC DEPT EXP - IA 14B	DEPT SUPPLIES		14.50		
7847818	Invoice	04/22/2021	DEPT SUPPLIES			0.00	43.19	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		43.19		
7854529	Invoice	04/22/2021	DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-014A		SPEC DEPT EXP - IA 14A	DEPT SUPPLIES		14.50		
7857234	Invoice	04/22/2021	DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-010A		SPEC DEPT EXP - IA 10A	DEPT SUPPLIES		14.50		
7862018	Invoice	04/22/2021	DEPT SUPPLIES			0.00	28.63	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		28.63		
7862307	Invoice	04/22/2021	DEPT SUPPLIES			0.00	31.72	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		31.72		
L 34932	Invoice	04/22/2021	DEPT SUPPLIES			0.00	22.12	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		22.12		
L 36000	Invoice	04/22/2021	DEPT SUPPLIES			0.00	24.63	
	100-6050-7070-014X		SPEC DEPT EXP - IA 14	DEPT SUPPLIES		24.63		
	Void			04/23/2021	Regular	0.00	0.00	108916
4364	SATER ELECTRIC, LLC			04/23/2021	Regular	0.00	168.80	108917
BLDR2021-7937	Invoice	04/22/2021	PERMIT REFUND DUE TO CANCELATION			0.00	168.80	
	100-0000-4310-0000		BUILDING PERMITS AND I	PERMIT REFUND DUE TO CANCE		168.80		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2289	SIMPLIFILE	04/23/2021	Regular	0.00	905.00	108918
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
15002766059	Invoice	04/22/2021	CONTRACTUAL SERVICES	0.00	905.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	905.00		
3260	SITEONE LANDSCAPE SUPPLY, LLC	04/23/2021	Regular	0.00	956.43	108919
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
106940937-001	Invoice	04/22/2021	SiteOne PO not to exceed $40,000.	0.00	622.15	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	SiteOne PO not to exceed $40,0	622.15		
107980914-001	Invoice	04/22/2021	SPECIAL DEPT SUPPLIES	0.00	334.28	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	SPECIAL DEPT SUPPLIES	334.28		
3498	SKM ENGINERRING LLC	04/23/2021	Regular	0.00	1,957.50	108920
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
20884	Invoice	04/22/2021	SCADA SERVICES	0.00	1,957.50	
	700-4050-7068-0000	CONTRACTUAL SERVICES	SCADA SERVICES	1,957.50		
3246	STURGEON ELECTRIC CALIFORNIA, LLC	04/23/2021	Regular	0.00	12,669.30	108921
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
638738	Invoice	04/22/2021	I-10/OAK VALLEY PARKWAY TRAFFIC SIGN	0.00	12,669.30	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	I-10/OAK VALLEY PARKWAY TRA	12,669.30		
2401	THALES CONSULTING	04/23/2021	Regular	0.00	800.00	108922
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2304	Invoice	04/23/2021	CONSULTING SERVICES	0.00	800.00	
	100-1225-7068-0000	CONTRACTUAL SERVICES	CONSULTING SERVICES	800.00		
2405	THE COUNSELING TEAM	04/23/2021	Regular	0.00	1,300.00	108923
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
78701	Invoice	04/23/2021	EMPLOYEE SUPPORT SERVICES	0.00	1,000.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	EMPLOYEE SUPPORT SERVICES	1,000.00		
78807	Invoice	04/23/2021	HIRING COSTS	0.00	300.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	300.00		
2407	THE GAS COMPANY	04/23/2021	Regular	0.00	1,673.25	108924
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
09712228007 04/	Invoice	04/23/2021	GAS UTILITY	0.00	978.87	
	100-6000-7010-6025	UTILITIES - CITY HALL	GAS UTILITY	978.87		
10552230004 04/	Invoice	04/23/2021	GAS UTILITY	0.00	205.88	
	750-7300-7010-0000	UTILITIES	GAS UTILITY	205.88		
13912227587 04/	Invoice	04/23/2021	GAS UTILITY	0.00	202.16	
	100-6000-7010-6026	UTILITIES - CITY HALL BLD	GAS UTILITY	202.16		
15382227021 04/	Invoice	04/23/2021	GAS UTILITY	0.00	174.18	
	750-7000-7010-0000	UTILITIES	GAS UTILITY	174.18		
19782338008 04/	Invoice	04/23/2021	GAS UTILITY	0.00	112.16	
	100-6000-7010-6055	UTILITIES - FIRE STATION	GAS UTILITY	112.16		
4293	THE RETAIL COACH, LLC	04/23/2021	Regular	0.00	3,750.00	108925

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3612	Invoice	04/22/2021	Retail Market Analysis		0.00	3,750.00	
	100-1200-7068-0000	CONTRACTUAL SERVICES	Retail Market Analysis			3,750.00	
4267	THERESA MICHEL INVESTIGATIONS		04/23/2021	Regular	0.00	3,000.00	108926
10	Invoice	04/23/2021	HIRING COSTS		0.00	1,500.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS			1,500.00	
9	Invoice	04/23/2021	HIRING COSTS		0.00	1,500.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS			1,500.00	
2442	TOP-LINE INDUSTRIAL SUPPLY		04/23/2021	Regular	0.00	240.37	108927
433591	Invoice	04/23/2021	VEHICLE MAINTENANCE		0.00	234.70	
	760-0000-8040-0000	EQUIPMENT	VEHICLE MAINTENANCE			234.70	
434056	Invoice	04/23/2021	VEHICLE MAINTENANCE		0.00	5.67	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			5.67	
2456	TURF STAR, INC.		04/23/2021	Regular	0.00	1,353.70	108928
7165703-00	Invoice	04/23/2021	EQUIPMENT MAINTENANCE		0.00	343.22	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE			343.22	
7165704-00	Invoice	04/23/2021	EQUIPMENT MAINTENANCE		0.00	1,010.48	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE			1,010.48	
2457	TYLER WORKS - TECHNOLOGIES		04/23/2021	Regular	0.00	18,888.82	108929
025-328487	Invoice	04/23/2021	PROFESSIONAL SERVICES		0.00	11,602.50	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES			11,602.50	
025-329522	Invoice	04/23/2021	SOFTWARE		0.00	7,286.32	
	100-1230-7071-0000	SOFTWARE	SOFTWARE			7,286.32	
2461	UNDERGROUND SERVICE ALERT		04/23/2021	Regular	0.00	278.96	108930
320210052	Invoice	04/22/2021	DIG ALERT - SEWER		0.00	184.90	
	700-4050-7068-0000	CONTRACTUAL SERVICES	DIG ALERT - SEWER			184.90	
dsb20201292	Invoice	04/22/2021	DIG ALERT - SEWER		0.00	94.06	
	700-4050-7068-0000	CONTRACTUAL SERVICES	DIG ALERT - SEWER			94.06	
2466	UNITED RENTALS		04/23/2021	Regular	0.00	1,014.92	108931
192554615-002	Invoice	04/23/2021	EQUIPMENT RENTAL		0.00	1,014.92	
	100-6050-7075-5500	EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL			1,014.92	
3923	UPDOG MEDIA, LLC		04/23/2021	Regular	0.00	5,310.00	108932
1084	Invoice	04/22/2021	Bus Wrap Removal and Installation		0.00	5,310.00	
	760-0000-7068-0000	CONTRACTUAL SERVICE	Bus Wrap Removal and Installati			5,310.00	
2518	VULCAN MATERIALS		04/23/2021	Regular	0.00	387.73	108933

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
72892042	Invoice	04/22/2021	ASPHALT		0.00	387.73	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT		387.73		
3422	WAXIE SANITARY SUPPLY		04/23/2021	Regular	0.00	2,623.97	108934
79842301	Invoice	04/23/2021	DEPT SUPPLIES		0.00	132.47	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		132.47		
79865546	Invoice	04/23/2021	BUILDING MAINTENANCE		0.00	1,397.84	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		1,397.84		
79881921	Invoice	04/23/2021	DEPT SUPPLIES		0.00	215.06	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	DEPT SUPPLIES		215.06		
79910207	Invoice	04/23/2021	BUILDING MAINTENANCE		0.00	642.80	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		642.80		
79913264	Invoice	04/23/2021	DEPT SUPPLIES		0.00	235.80	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		235.80		
2556	XYLEM WATER SOLUTIONS, INC		04/23/2021	Regular	0.00	1,920.80	108935
3556B65301	Invoice	04/22/2021	Service on MESA lift station pumps		0.00	1,920.80	
	700-4050-7090-0000	EQUIPMENT SUPPLIES/M	Service on MESA lift station pu		1,920.80		
1979	MUTUAL OF OMAHA		04/16/2021	Bank Draft	0.00	550.28	DFT0002768
PACKAGE 426703	Invoice	03/30/2021	FICA/PARS PAYDATE 03/26/21		0.00	550.28	
	100-0000-2132-0000	P.A.R.S. WITHHOLDING	FICA/PARS PAYDATE 03/26/21		486.12		
	100-1050-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		12.60		
	100-1150-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		0.84		
	100-1200-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		12.83		
	100-1225-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		0.84		
	100-1350-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		1.50		
	100-2090-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		28.60		
	750-8100-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		6.95		
3828	CARDCONNECT		04/21/2021	Bank Draft	0.00	250.00	DFT0002846
334888 04/21/21	Invoice	04/21/2021	CANCELLATION FEE		0.00	250.00	
	100-1225-7052-0000	CREDIT CARD FEES	CANCELLATION FEE		250.00		
3828	CARDCONNECT		04/21/2021	Bank Draft	0.00	250.00	DFT0002847

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
332882 04/21/21	Invoice	04/21/2021	CANCELLATION FEE		0.00	250.00	
	100-1225-7052-0000		CREDIT CARD FEES	CANCELLATION FEE		250.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	205	71	0.00	948,096.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	3	3	0.00	1,050.28
EFT's	2	1	0.00	13,231.78
	210	**78**	**0.00**	**962,378.98**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	205	71	0.00	948,096.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	3	3	0.00	1,050.28
EFT's	2	1	0.00	13,231.78
	210	**78**	**0.00**	**962,378.98**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2021	962,378.98
			962,378.98

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, April 29, 2021

SCANNED

Printed Checks	108936-108965	$	214,826.67	FY 20/21
ACH	422-424	$	9,350.48	
	A/P Total	$	224,177.15	
Bank Draft	Kaiser	$	178.00	HSA Payment
Payroll	Paychex	$	488,040.13	Paydate 04/23/21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 04/24/2021 - 04/28/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
1637	HOUSTON & HARRIS PCS, INC	04/28/2021	EFT	0.00	1,963.75	422
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
21-23540	Invoice	04/28/2021	ON CALL SEWER CLEANING, VIDEO & EME	0.00	1,963.75	
	700-4050-7068-0000	CONTRACTUAL SERVICES	ON CALL SEWER CLEANING, VID	1,963.75		
3229	ICMA - RC	04/28/2021	EFT	0.00	5,061.22	423
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
PD 04/23/21	Invoice	04/28/2021	EMPLOYEE CONTRIBUTIONS	0.00	5,061.22	
	100-0000-2075-0000	DEFERRED COMPENSATI	EMPLOYEE CONTRIBUTIONS	4,161.22		
	100-1200-6026-0000	DEFERRED COMP	EMPLOYEE CONTRIBUTIONS	900.00		
2264	SEIU	04/28/2021	EFT	0.00	2,325.51	424
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
PD 04/23/21	Invoice	04/28/2021	UNION DUES	0.00	2,325.51	
	100-0000-2061-0000	P.E.R.C. DUES & INS	UNION DUES	2,325.51		
4264	ADVANCED CHEMICAL TRANSPORT, INC	04/28/2021	Regular	0.00	859.85	108936
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
311499	Invoice	04/28/2021	VEHICLE MAINTENANCE	0.00	859.85	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	859.85		
1050	AMAZON CAPITAL SERVICES	04/28/2021	Regular	0.00	113.06	108937
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
13XL-347G-J1KQ	Invoice	04/28/2021	OFFICE SUPPLIES	0.00	62.78	
	100-1225-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	62.78		
1T6V-W7RT-LXW	Invoice	04/28/2021	OFFICE SUPPLIES	0.00	50.28	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	50.28		
3129	BC RENTALS, INC	04/28/2021	Regular	0.00	16,963.67	108938
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0058874-IN	Invoice	04/28/2021	WW MESSAGE BOARD	0.00	16,963.67	
	700-4050-8040-0000	EQUIPMENT	WW DEPT SUPPLIES	16,963.67		
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	04/28/2021	Regular	0.00	6,790.00	108939
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
PD 04/09/21-04/	Invoice	04/28/2021	POLICE DUES	0.00	6,790.00	
	100-0000-2035-0000	C.O.P.S. DUES	POLICE DUES	6,790.00		
3215	BURGESON'S HEATING & AIR CONDITIONING, I	04/28/2021	Regular	0.00	577.00	108940
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1258630	Invoice	04/28/2021	BUILDING MAINTENANCE	0.00	99.00	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE	99.00		
1258642	Invoice	04/28/2021	BUILDING MAINTENANCE	0.00	478.00	
	100-6000-7085-6055	BLDG MAINT- FIRE STATIO	BUILDING MAINTENANCE	478.00		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1250	CHAMBERS GROUP, INC	04/28/2021	Regular	0.00	4,286.50	108941

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
35036	Invoice	04/27/2021	PP2020-0280 CUP2020-0049 High Sands	0.00	4,286.50
	100-1350-7068-0000	CONTRACTUAL SERVICES	PP2020-0280 CUP2020-0049 Hi	4,286.50	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	04/28/2021	Regular	0.00	21,634.00	108942

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
978504	Invoice	04/28/2021	WWTP Laboratory Testing Services	0.00	8,708.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP LAB SERVICES	8,708.00	
978505	Invoice	04/28/2021	MAX BENEFIT - BEAUMONT GMZ	0.00	501.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	MAX BENEFIT - BEAUMONT GM	501.00	
979567	Invoice	04/28/2021	MAXIMUM BENEFIT - SURFACE WATER	0.00	1,169.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	MAXIMUM BENEFIR - SURFACE	1,169.00	
979568	Invoice	04/27/2021	WWTP Laboratory Testing Services	0.00	2,937.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP LAB SERVICES	2,937.00	
980067	Invoice	04/27/2021	WWTP Laboratory Testing Services	0.00	7,317.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP LAB SERVICES	7,317.00	
980068	Invoice	04/28/2021	MAXIMUM BENEFIT - SURFACE WATER	0.00	1,002.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	MAXIMUM BENEFIT - SURFACE	1,002.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1310	COLONIAL LIFE	04/28/2021	Regular	0.00	578.92	108943

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
CD 04/09/21-04/	Invoice	04/28/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	578.92
	100-0000-2051-0000	COLONIAL INS-WITHHOL	OPTIONAL EMPLOYEE INSURAN	578.92	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1399	DEPARTMENT OF FORESTRY & FIRE PROTECTIC	04/28/2021	Regular	0.00	50,595.08	108944

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
0000001355871	Invoice	04/28/2021	CREW WORK FOR MARSHALL CREEK PROJ	0.00	4,308.82
	100-2100-7068-0000	CONTRACTUAL SERVICES	CREW WORK FOR MARSHALL C	4,308.82	
0000001355872	Invoice	04/28/2021	CREW WORK FOR SENECA SPRINGS PROJE	0.00	2,948.14
	100-2100-7068-0000	CONTRACTUAL SERVICES	CREW WORK FOR SENECA SPRI	2,948.14	
0000001357380	Invoice	04/28/2021	WILDLAND FIRE PROTECTION	0.00	43,338.12
	100-2100-7068-0000	CONTRACTUAL SERVICES	WILDLAND FIRE PROTECTION	43,338.12	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1424	DIRECTV	04/28/2021	Regular	0.00	311.23	108945

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
051885754X2104	Invoice	04/28/2021	BUILDING UTILITY	0.00	188.99
	100-6000-7010-6045	UTILITIES - COMMUNITY	BUILDING UTILITY	188.99	
080503076X2104	Invoice	04/28/2021	BUILDING UTILITY	0.00	122.24
	100-6000-7010-6040	UTILITIES - POLICE DEPT	BUILDING UTILITY	122.24	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1533	FRONTIER COMMUNICATIONS	04/28/2021	Regular	0.00	2,686.97	108946

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
213-180-1992-06	Invoice	04/28/2021	PHONE UTILITY	0.00	280.98
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY	280.98	
951-197-0708-12	Invoice	04/28/2021	PHONE UTILITY	0.00	1,190.00
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	1,190.00	
951-769-5188-04	Invoice	04/28/2021	PHONE UTILITY	0.00	384.64
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY	384.64	
951-769-8534-04	Invoice	04/28/2021	PHONE UTILITY	0.00	422.06
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY	422.06	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
951-769-8537-03	Invoice 04/28/2021	PHONE UTILITY		0.00	110.17	
	100-1230-7015-6060	TELEPHONE (4th ST YARD	PHONE UTILITY		110.17	
951-845-9839-09	Invoice 04/28/2021	PHONE UTILITY		0.00	111.98	
	100-1230-7015-6041	TELEPHONE (PD ANNEX)	PHONE UTILITY		111.98	
951-922-6646-04	Invoice 04/28/2021	PHONE UTILITY		0.00	187.14	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY		187.14	
3006	H2O INNOVATION USA, INC	04/28/2021	Regular	0.00	3,100.00	108947
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
CD118127	Invoice 04/28/2021	DEPT SUPPLIES		0.00	3,100.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		3,100.00	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	04/28/2021	Regular	0.00	2,087.48	108948
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
548994	Credit Memo 04/28/2021	DEPT SUPPLIES		0.00	-1.81	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLISE		-1.81	
549027	Credit Memo 04/28/2021	DEPT SUPPLIES		0.00	-1.69	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		-1.69	
551621	Credit Memo 04/28/2021	DEPT SUPPLIES		0.00	-137.74	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		-137.74	
563511	Invoice 04/28/2021	DEPARTMENT SUPPLIES - SEWER		0.00	2,228.72	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		2,228.72	
1610	HDL COREN & CONE	04/28/2021	Regular	0.00	2,021.68	108949
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
SIN008232	Invoice 04/28/2021	CONTRACT SERVICES PROPERTY TAX APRI		0.00	2,021.68	
	100-1200-7068-0000	CONTRACTUAL SERVICES	DEPT SUPPLIES		2,021.68	
3743	ICE CARE COMPANY	04/28/2021	Regular	0.00	596.98	108950
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1069	Invoice 04/28/2021	BUILDING MAINTENANCE		0.00	596.98	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		596.98	
3223	JWC ENVIRONMENTAL INC	04/28/2021	Regular	0.00	707.84	108951
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
106215	Invoice 04/28/2021	EQUIPMENT MAINTENANCE		0.00	707.84	
	700-4050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		707.84	
1857	LIEBERT CASSIDY WHITMORE	04/28/2021	Regular	0.00	3,686.00	108952
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1517092	Invoice 04/28/2021	SEIU NEGOTIATIONS		0.00	3,686.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	SEIU NEGOTIATIONS		3,686.00	
1979	MUTUAL OF OMAHA	04/28/2021	Regular	0.00	1,190.00	108953
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
F-01173511	Invoice 04/28/2021	RECORDKEEPING SERVICES		0.00	75.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	RECORDKEEPING SERVICES		75.00	
F-01173512	Invoice 04/28/2021	RECORDKEEPING SERVICES		0.00	920.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	RECORDKEEPING SERVICES		920.00	
F-01173513	Invoice 04/28/2021	RECORDKEEPING SERVICES		0.00	195.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1240-7068-0000 CONTRACTUAL SERVICES		RECORDKEEPING SERVICES		195.00	
3186	MWH CONSTRUCTORS INC	04/28/2021	Regular	0.00	61,359.66	108954
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
21-30504503-25	Invoice / 04/28/2021 / CONSTRUCTION MANAGEMENT FOR WW			0.00	61,359.66	
	710-0000-7068-0000 CONTRACTUAL SERVICE		CONSTRUCTION MANAGEMENT		61,359.66	
2039	PARKHOUSE TIRE, INC.	04/28/2021	Regular	0.00	214.00	108955
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
2030197206	Invoice / 04/28/2021 / VEHICLE MAINTENANCE			0.00	159.00	
	750-7300-7037-0000 VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		159.00	
2030197558	Invoice / 04/28/2021 / VEHICLE MAINTENANCE			0.00	55.00	
	750-7300-7037-0000 VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		55.00	
2065	PITNEY BOWES INC-CTR	04/28/2021	Regular	0.00	412.80	108956
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
1017738684	Invoice / 04/28/2021 / POSTAGE			0.00	412.80	
	100-1200-7025-0000 OFFICE SUPPLIES		POSTAGE		412.80	
2072	POLYDYNE, INC.	04/28/2021	Regular	0.00	5,745.57	108957
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
1536929	Invoice / 04/28/2021 / CHEMICALS & SUPPLIES			0.00	5,745.57	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		CHEMICALS & SUPPLIES		5,745.57	
3652	PRUDENTIAL OVERALL SUPPLY	04/28/2021	Regular	0.00	89.43	108958
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
23145797	Invoice / 04/28/2021 / WW - Prudential Uniforms			0.00	89.43	
	700-4050-7065-0000 UNIFORMS		WW - Prudential Uniforms		13.14	
	700-4050-7065-0000 UNIFORMS		WW - UNIFORM MAINTENANCE		76.29	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	04/28/2021	Regular	0.00	13,129.46	108959
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
21411	Invoice / 04/28/2021 / SFA, Inc. Plan Check Services			0.00	13,129.46	
	100-2150-7063-0000 PLAN CHECK FEES		SFA, Inc. Plan Check Services		13,129.46	
2311	SOUTHERN CALIFORNIA EDISON	04/28/2021	Regular	0.00	14,551.04	108960

Check Report **Date Range: 04/24/202 21**

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
04/29/21	Invoice	04/28/2021 ELECTRIC UTILITY		0.00	14,551.04	
100-3250-7010-0000	UTILITIES	ELECTRIC UTILITY			894.38	
100-3250-7010-004X	UTILITIES (IA 4)	ELECTRIC UTILITY			27.36	
100-3250-7010-006B	UTILITIES (IA 6B)	ELECTRIC UTILITY			332.51	
100-3250-7010-008A	UTILITIES (IA 8A)	ELECTRIC UTILITY			31.72	
100-3250-7010-014A	UTILITIES (IA 14A)	ELECTRIC UTILITY			193.50	
100-3250-7010-014X	UTILITIES (IA 14)	ELECTRIC UTILITY			49.00	
100-3250-7010-018X	UTILITIES (IA 18)	ELECTRIC UTILITY			73.66	
100-3250-7010-019C	UTILITIES (IA 19C)	ELECTRIC UTILITY			49.27	
100-6000-7010-6025	UTILITIES - CITY HALL	ELECTRIC UTILITY			1,636.42	
100-6000-7010-6031	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY			947.82	
100-6000-7010-6032	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY			947.82	
100-6000-7010-6040	UTILITIES - POLICE DEPT	ELECTRIC UTILITY			2,509.38	
100-6000-7010-6041	UTILITIES - POLICE ANNEX	ELECTRIC UTILITY			333.94	
100-6000-7010-6045	UTILITIES - COMMUNITY	ELECTRIC UTILITY			3,360.99	
100-6000-7010-6055	UTILITIES - FIRE STATION	ELECTRIC UTILITY			503.14	
100-6050-7010-0000	UTILITIES	ELECTRIC UTILITY			473.96	
100-6050-7010-002X	UTILITIES IA 2	ELECTRIC UTILITY			124.53	
100-6050-7010-008C	UTILITIES IA 8C	ELECTRIC UTILITY			17.40	
100-6050-7010-008E	UTILITIES IA 8E	ELECTRIC UTILITY			15.54	
100-6050-7010-014X	UTILITIES IA 14	ELECTRIC UTILITY			15.68	
100-6050-7010-020X	UTILITIES IA 20	ELECTRIC UTILITY			13.65	
100-6050-7010-06A1	UTILITIES IA 6A1	ELECTRIC UTILITY			89.06	
750-7000-7010-0000	UTILITIES	ELECTRIC UTILITY			1,628.47	
750-7300-7010-0000	UTILITIES	ELECTRIC UTILITY			281.84	
2407	THE GAS COMPANY	04/28/2021	Regular	0.00	27.44	108961
10552227000 04/	Invoice	04/28/2021 GAS UTILITY		0.00	27.44	
100-6000-7010-6040	UTILITIES - POLICE DEPT	GAS UTILITY			27.44	
2430	TIME WARNER CABLE	04/28/2021	Regular	0.00	151.12	108962
0013594042021	Invoice	04/28/2021 PHONE UTILITY		0.00	151.12	
100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY			151.12	
2430	TIME WARNER CABLE	04/28/2021	Regular	0.00	49.97	108963
0014188042021	Invoice	04/28/2021 PHONE UTILITY		0.00	49.97	
100-1230-7015-6055	TELEPHONE (MAPLE AVE)	PHONE UTILITY			49.97	
2520	WALMART	04/28/2021	Regular	0.00	278.60	108964
P9273002D01DY	Invoice	04/28/2021 COMMUNITY EVENT		0.00	121.25	
100-1550-7040-0000	RECREATION PROGRAMS	COMMUNITY EVENT			121.25	
P9273002E01E1N	Invoice	04/28/2021 COMMUNITY EVENT		0.00	140.49	
100-1550-7040-0000	RECREATION PROGRAMS	COMMUNITY EVENT			140.49	
P9273002V01FNJ	Invoice	04/28/2021 COMMUNITY EVENT SUPPLIES		0.00	16.86	
100-1550-7040-0000	RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES			16.86	
3675	ZENITH AMERICAN SOLUTIONS	04/28/2021	Regular	0.00	31.32	108965

Check Report **Date Range: 04/24/202 21**

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
PD 04/09/21-04/	Invoice	04/28/2021	OPTIONAL EMPLOYEE INSURANCE		0.00	31.32	
	100-0000-2085-0000	ZENITH WITHHOLDING	OPTIONAL EMPLOYEE INSURAN		31.32		
1979	MUTUAL OF OMAHA		04/26/2021	Bank Draft	0.00	681.52	DFT0002787
PACKAGE 429823	Invoice	04/26/2021	FICA PAYDATE 04/23/21		0.00	681.52	
	100-0000-2132-0000	P.A.R.S. WITHHOLDING	FICA PAYDATE 04/23/21		592.98		
	100-1050-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		12.60		
	100-1150-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		0.84		
	100-1200-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		21.57		
	100-1225-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		0.84		
	100-1350-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		1.50		
	100-1550-6035-0000	FICA/PARS	FICA PAYDATE 04/23/21		10.13		
	100-2090-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		29.96		
	750-8100-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		11.10		
1979	MUTUAL OF OMAHA		04/26/2021	Bank Draft	0.00	600.10	DFT0002788
PACKAGE 429823	Invoice	04/26/2021	FICA PAYDATE 04/09/21		0.00	600.10	
	100-0000-2132-0000	P.A.R.S. WITHHOLDING	FICA PAYDATE 04/09/21		527.29		
	100-1050-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		12.60		
	100-1150-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		0.84		
	100-1200-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		15.39		
	100-1225-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		0.84		
	100-1350-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		1.50		
	100-1550-6035-0000	FICA/PARS	FICA PAYDATE 04/09/21		5.59		
	100-2090-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		28.01		
	750-8100-6035-0000	FICA/PARS	FICA/PARS PAYDATE 03/26/21		8.04		
1979	MUTUAL OF OMAHA		04/26/2021	Bank Draft	0.00	28,313.43	DFT0002789
PACKAGES 42982	Invoice	04/26/2021	DEFERRED COMP PAYDATE 04/23/21		0.00	28,313.43	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP PAYDATE 03/2		25,616.04		
	100-1200-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2		299.71		
	100-1225-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2		299.71		
	100-2050-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2		599.42		
	100-6050-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2		299.71		
	700-4050-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2		899.13		
	750-7400-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2		299.71		
1979	MUTUAL OF OMAHA		04/26/2021	Bank Draft	0.00	28,245.87	DFT0002790

Check Report **Date Range: 04/24/202 021**

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
PACKAGES 42982	Invoice	04/26/2021	DEFERRED COMP PAYDATE 04/09/21		0.00	28,245.87	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP PAYDATE 03/2			25,548.48	
	100-1200-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2			299.71	
	100-1225-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2			299.71	
	100-2050-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2			599.42	
	100-6050-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2			299.71	
	700-4050-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2			899.13	
	750-7400-6026-0000	DEFERRED COMP	DEFERRED COMP PAYDATE 03/2			299.71	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	30	0.00	214,826.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	57,840.92
EFT's	3	3	0.00	9,350.48
	61	**37**	**0.00**	**282,018.07**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	30	0.00	214,826.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	57,840.92
EFT's	3	3	0.00	9,350.48
	61	**37**	**0.00**	**282,018.07**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2021	282,018.07
			282,018.07

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, May 06, 2021

SCANNED

Printed Checks	109031-109045	$	1,247.84	Utility Refunds
	108966-109030	$	396,673.27	FY 20/21
ACH	425-431	$	1,540,206.99	
	A/P Total	$	1,936,880.26	
Bank Draft	MG Trust	$	23,285.22	457 Paydate 4/9/21
		$	23,182.62	457 Paydate 04/23/21
		$	5,130.81	401-a Paydate 04/23/21
		$	4,960.65	401-a Paydate 04/09/21
		$	681.52	FICA 04/23/21
		$	600.10	FICA 04/09/21
	CalPERS	$	47,895.63	742 Classic
		$	44,172.19	743 Classic
		$	19,485.81	27308 PEPRA
		$	12,339.95	25763 PEPRA
	Global Payments	$	10,220.29	Credit Card Fees
	CardConnect	$	91.29	Credit Card Fees
	Authnet Gateway	$	58.30	Credit Card Processing Fee
	Affant	$	551.75	5/1/21
	Guardian	$	22,524.02	5/1/21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 04/29/2021 - 05/06/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
3503	CITIZENS BUSINESS BANK	05/06/2021	EFT	0.00	71,851.90	425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
APPLICATION 28	Invoice	05/05/2021	W LYLES RETENTION ESCROW	0.00	71,851.90	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	W LYLES RETENTION ESCROW	71,851.90		
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	05/06/2021	EFT	0.00	85,657.00	426
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
63181	Invoice	05/06/2021	LEGAL SERVICES	0.00	14,425.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	14,425.50		
63183	Invoice	05/06/2021	LEGAL SERVICES	0.00	770.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	770.00		
63184	Invoice	05/06/2021	LEGAL SERVICES	0.00	495.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	495.00		
63186	Invoice	05/06/2021	LEGAL SERVICES	0.00	1,180.90	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	1,180.90		
63187	Invoice	05/06/2021	LEGAL SERVICES	0.00	2,515.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	2,515.00		
63188	Invoice	05/06/2021	LEGAL SERVICES	0.00	4,785.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	4,785.00		
63189	Invoice	05/06/2021	LEGAL SERVICES	0.00	907.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	907.50		
63190	Invoice	05/06/2021	LEGAL SERVICES	0.00	275.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	275.00		
63192	Invoice	05/06/2021	LEGAL SERVICES	0.00	2,172.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	2,172.50		
63193	Invoice	05/06/2021	LEGAL SERVICES	0.00	3,035.30	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	3,035.30		
63195	Invoice	05/06/2021	LEGAL SERVICES	0.00	17,423.60	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	17,423.60		
63196	Invoice	05/06/2021	LEGAL SERVICES	0.00	7,500.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	7,500.00		
63198	Invoice	05/06/2021	LEGAL SERVICES	0.00	12,683.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	12,683.00		
63199	Invoice	05/06/2021	LEGAL SERVICES	0.00	17,488.70	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	17,488.70		
2725	US BANK CORPORATE PAYMENT SYSTEMS	05/06/2021	EFT	0.00	17,511.94	427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
24011341071000	Invoice	05/06/2021	CA CITIES - 2021 PLANNING COMMISSION	0.00	1,000.00	
	100-1350-7035-0000	LOCAL MEETINGS	CA CITIES - 2021 PLANNING CO	1,000.00		
24011341080000	Invoice	05/06/2021	NEOGOV - JOB ADVERTISING	0.00	130.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	NEOGOV - JOB ADVERTISING	130.00		
24011341090000	Invoice	05/06/2021	ZOOM - ANNUAL ZOOM CONFERENCE BRI	0.00	3,176.75	
	100-1230-7071-0000	SOFTWARE	ZOOM - ANNUAL ZOOM CONFE	3,176.75		
24011341090000	Invoice	05/06/2021	ZOOM - ADDITIONAL USERS PW/PLANNIN	0.00	296.95	

Check Report **Date Range: 04/29/20 021**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	ZOOM - ADDITIONAL USERS PW		296.95	
24013391082003	Invoice	05/06/2021	TOP-LINE - PART FOR POWERWASHER	0.00	171.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	TOP-LINE - PART FOR POWERWA		171.00	
24013391083003	Invoice	05/06/2021	TOP-LINE - 1/4" FITTING FOR THE MCS	0.00	31.50	
	100-2050-7037-0000	VEHICLE MAINTENANCE	TOP-LINE - 1/4" FITTING FOR TH		31.50	
24013391086003	Invoice	05/06/2021	TOP-LINE - GLOVES	0.00	349.11	
	750-7300-7070-0000	SPECIAL DEPT SUPPLIES	TOP-LINE - GLOVES		349.11	
24055221096612	Invoice	05/06/2021	VULCAN - BAR SCREEN SAFETY COVER	0.00	260.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	VULCAN - BAR SCREEN SAFETY C		260.00	
24055221096612	Invoice	05/06/2021	VULCAN - SHIPPING FOR DOOR	0.00	259.97	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	VULCAN - SHIPPING FOR DOOR		259.97	
24071051099939	Invoice	05/06/2021	RVSD SHERIFF - SHERIFF TRAINING CLASS	0.00	139.05	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	RVSD SHERIFF - SHERIFF TRAINI		139.05	
24121571070000	Invoice	05/06/2021	CPCA - MEMBERSHIP RENEWAL THUILLIEZ	0.00	299.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	CPCA - MEMBERSHIP RENEWAL		299.00	
24137461071500	Invoice	05/06/2021	BMT DO IT BEST - LOCK FOR DISPLAY	0.00	8.61	
	100-6050-7090-5700	EQUIP SUPPLIES/MAINT -	BMT DO IT BEST - LOCK FOR DIS		8.61	
24137461071500	Invoice	05/06/2021	BMT DO IT BEST - STEWART PARK BACK ST	0.00	14.61	
	100-6050-7090-5500	SPEC DEPT EXP - STEWAR	BMT DO IT BEST - STEWART PAR		14.61	
24137461072501	Invoice	05/06/2021	BMT DO IT BEST - VINYL TUBE FOR ICE M	0.00	8.34	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BMT DO IT BEST - VINYL TUBE F		8.34	
24137461076500	Invoice	05/06/2021	BMT DO IT BEST - RESTROOM KEYS	0.00	13.50	
	100-6050-7090-5999	EQUIP SUPPLIES/MAINT -	BMT DO IT BEST - RESTROOM K		13.50	
24137461076500	Invoice	05/06/2021	BMT DO IT BEST - WHITE PAINT DIG ALER	0.00	7.85	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BMT DO IT BEST - WHITE PAINT		7.85	
24137461078200	Invoice	05/06/2021	YUM YUM DONUTS - FOOD AND DRINKS	0.00	107.94	
	100-2050-7035-0000	LOCAL MEETINGS	YUM YUM DONUTS - FOOD AN		107.94	
24137461078500	Invoice	05/06/2021	BMT DO IT BEST - CHERRY CHANNEL BRIC	0.00	18.40	
	100-6050-7090-008C	EQUIP SUPPLIES/MAINT -	BMT DO IT BEST - CHERRY CHAN		18.40	
24137461079501	Invoice	05/06/2021	BMT DO IT BEST - WATERLESS URINAL CR	0.00	7.85	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BMT DO IT BEST - WATERLESS U		7.85	
24137461079501	Invoice	05/06/2021	BMT DO IT BEST - EQUIPMENT MAINTEN	0.00	14.00	
	100-6050-7090-008C	EQUIP SUPPLIES/MAINT -	BMT DO IT BEST - EQUIPMENT		14.00	
24137461083500	Invoice	05/06/2021	BMT DO IT BEST - GATE LOCKS FOR CRC	0.00	92.62	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BMT DO IT BEST - GATE LOCKS F		92.62	
24137461089500	Invoice	05/06/2021	BMT DO IT BEST - MBR CHLORINE PROJEC	0.00	28.02	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - MBR CHLORIN		28.02	
24137461090500	Invoice	05/06/2021	BMT DO IT BEST - KEYS FOR PD GENERAT	0.00	7.93	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BMT DO IT BEST - KEYS FOR PD		7.93	
24137461092501	Invoice	05/06/2021	BMT DO IT BEST - SCREWS FOR DOOR JA	0.00	3.10	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BMT DO IT BEST - SCREWS FOR		3.10	
24137461099500	Invoice	05/06/2021	BMT DO IT BEST - DEPT SUPPLIES	0.00	107.18	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - DEPT SUPPLIE		107.18	
24137461100001	Invoice	05/06/2021	USPS - POSTAGE	0.00	1.20	
	100-1350-7025-0000	OFFICE SUPPLIES	USPS - POSTAGE		1.20	
24137461100501	Invoice	05/06/2021	BMT DO IT BEST - HITCH BALL FOR F350	0.00	65.70	
	700-4050-7037-0000	VEHICLE MAINTENANCE	BMT DO IT BEST - HITCH BALL F		65.70	
24194331075027	Invoice	05/06/2021	ALLEN AUTO GLASS - UNIT TRACKING BO	0.00	347.40	
	100-2050-7037-0000	VEHICLE MAINTENANCE	ALLEN AUTO GLASS - UNIT TRAC		347.40	
24207851077168	Invoice	05/06/2021	CITY CLERKS ASSC - CCAC - CONFRENCE W	0.00	45.00	
	100-1150-7066-0000	TRAVEL, EDUCATION, TRA	CITY CLERKS ASSC - CCAC - CON		45.00	
24226381072400	Invoice	05/06/2021	WALMART - OFFICE SUPPLIES	0.00	52.47	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	700-4050-7025-0000	OFFICE SUPPLIES	WALMART - OFFICE SUPPLIES		52.47	
24231681092091	Invoice	05/06/2021	HARBOR FREIGHT - DEPT SUPPLIES	0.00	80.52	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HARBOR FREIGHT - DEPT SUPPLI		80.52	
24240981071600	Invoice	05/06/2021	TSI - SMS PRINCIPLE FOR TRANSIT	0.00	115.00	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	TSI - SMS PRINCIPLE FOR TRANS		115.00	
24240981078600	Invoice	05/06/2021	TSI - TRANSIT SAFETY AND SECURITY	0.00	60.00	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	TSI - TRANSIT SAFETY AND SECU		60.00	
24251381070030	Invoice	05/06/2021	BMT SAFE & LOCK - KEYS FOR VICTOR	0.00	22.63	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT SAFE & LOCK - KEYS FOR VI		22.63	
24251381083030	Invoice	05/06/2021	BMT SAFE&LOCK - KEYS FOR SPORTS PAR	0.00	24.24	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	BMT SAFE&LOCK - KEYS FOR SP		24.24	
24251381096030	Invoice	05/06/2021	BMT SAFE & LOCK - KEYS FOR VACTOR TR	0.00	25.86	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT SAFE & LOCK - KEYS FOR V		25.86	
24323001077200	Invoice	05/06/2021	REDLANDS-YUCAIPA RENTALS - EQUIPME	0.00	429.00	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	REDLANDS-YUCAIPA RENTALS -		429.00	
24323031072200	Invoice	05/06/2021	RESOURCE BLDG MTRL - EQUIPMENT MA	0.00	5.47	
	100-6050-7090-5500	SPEC DEPT EXP - STEWAR	RESOURCE BLDG MTRL - EQUIP		5.47	
24323031074200	Invoice	05/06/2021	RESOURCE BLDG MTRL - EQUIPMENT MAI	0.00	31.03	
	100-6050-7090-5500	SPEC DEPT EXP - STEWAR	RESOURCE BLDG MTRL - EQUIP		31.03	
24323031075200	Invoice	05/06/2021	RESOURCE BLDG MTRL - EQUIPMENT MAI	0.00	44.48	
	100-6050-7090-008C	EQUIP SUPPLIES/MAINT -	RESOURCE BLDG MTRL - EQUIP		44.48	
24428061092300	Invoice	05/06/2021	CV NURSERY - SOIL FOR SPORTS PARK	0.00	64.65	
	100-6050-7090-5400	EQUIP SUPPLIES/MAINT -	CV NURSERY - SOIL FOR SPORTS		64.65	
24431051082838	Invoice	05/06/2021	NAPA AUTO PARTS - OIL FOR PARTS	0.00	79.72	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	NAPA AUTO PARTS - OIL FOR PA		79.72	
24431051093838	Invoice	05/06/2021	NAPA - EQUIPMENT MAINTENANCE	0.00	122.64	
	100-6050-7090-5999	EQUIP SUPPLIES/MAINT -	NAPA - EQUIPMENT MAINTENA		122.64	
24431061076200	Invoice	05/06/2021	BOB MILLER RV - PORTA-POTTY REPAIR	0.00	13.45	
	100-6050-7090-5999	EQUIP SUPPLIES/MAINT -	BOB MILLER RV - PORTA-POTTY		13.45	
24431061089206	Invoice	05/06/2021	PIHRA - CA HR CONFERENCE	0.00	319.00	
	100-1240-7066-0000	TRAVEL, EDUCATION, TRA	PIHRA - CA HR CONFERENCE		319.00	
24445001071100	Invoice	05/06/2021	WALMART - NEW TABLES FOR FACILITY	0.00	650.91	
	100-1550-7085-0000	BUILDING SUPPLIES/MAI	WALMART - NEW TABLES FOR F		650.91	
24445001085400	Invoice	05/06/2021	WALMART - BEVEREAGES FOR EMP WOR	0.00	22.94	
	100-2050-7035-0000	LOCAL MEETINGS	WALMART - BEVEREAGES FOR E		22.94	
24492151075852	Invoice	05/06/2021	PAYPAL - ?	0.00	35.00	
	700-4050-7025-0000	OFFICE SUPPLIES	PAYPAL - ?		35.00	
24492151077852	Invoice	05/06/2021	FULL SOURCE - EMP UNIFORMS	0.00	289.08	
	700-4050-7065-0000	UNIFORMS	FULL SOURCE - EMP UNIFORMS		289.08	
24492151080852	Invoice	05/06/2021	CHARGE ERROR - PAYMENT REIMBURSED	0.00	38.79	
	100-0000-4825-0000	MISCELLANEOUS REVENU	CHARGE ERROR - PAYMENT REI		38.79	
24492151081854	Invoice	05/06/2021	BMT CHAMBER - DONATION CITIZENS OF	0.00	2,000.00	
	100-1200-7035-0000	LOCAL MEETINGS	BMT CHAMBER - DONATION CIT		2,000.00	
24492151088854	Invoice	05/06/2021	BMT CHAMBERS - GOOD MORNING BRKF	0.00	22.00	
	100-1200-7035-0000	LOCAL MEETINGS	BMT CHAMBERS - GOOD MORN		22.00	
24492151089719	Invoice	05/06/2021	ZONAR SYSTEMS - VEHICLE MAINTENANC	0.00	18.13	
	750-8300-7037-0000	VEHICLE MAINTENANCE	ZONAR SYSTEMS - VEHICLE MAI		18.13	
24492151099719	Invoice	05/06/2021	ETRAILER CORP - VEHICLE MAINTENANCE	0.00	60.62	
	750-8000-7037-0000	VEHICLE MAINTENANCE	ETRAILER CORP - VEHICLE MAIN		60.62	
24493981085091	Invoice	05/06/2021	FRIJOLES - FOOD FOR EMP WORKING DUI	0.00	246.27	
	100-2050-7035-0000	LOCAL MEETINGS	FRIJOLES - FOOD FOR EMP WOR		246.27	
24692161070100	Invoice	05/06/2021	FACEBOOK - ADVERTISING	0.00	9.46	

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	100-1200-7020-0000 ADVERTISING		FACEBOOK - ADVERTISING		9.46	
24692161072100	Invoice	05/06/2021	ULINE - LATEX GLOVES	0.00	186.36	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		ULINE - LATEX GLOVES		186.36	
24692161075100	Invoice	05/06/2021	HOME DEPOT - PAINT SUPPLIES CRC GYM	0.00	200.47	
	100-6000-7085-6045 BLDG MAINT- COMMUNI		HOME DEPOT - PAINT SUPPLIES		200.47	
24692161079100	Invoice	05/06/2021	IN AVISTA TECH - VISTA CARTRIDGE FILTER	0.00	1,000.00	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		IN AVISTA TECH - VISTA CARTRID		1,000.00	
24692161083100	Invoice	05/06/2021	HEMCO CORP - HEMCO 90 DEGREE TURR	0.00	191.45	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HEMCO CORP - HEMCO 90 DEG		191.45	
24692161084100	Invoice	05/06/2021	CENTURY FUEL - VEHICLE MAINTENANCE	0.00	121.74	
	750-7800-7037-0000 VEHICLE MAINTENANCE		CENTURY FUEL - VEHICLE MAIN		121.74	
24692161085100	Invoice	05/06/2021	UPS STORE - SHIPPING CDCE KEYBOARD	0.00	48.32	
	100-2050-7025-0000 OFFICE SUPPLIES		UPS STORE - SHIPPING CDCE KE		48.32	
24692161087100	Invoice	05/06/2021	HOME DEPOT - DEPT SUPPLIES FOR LIFT S	0.00	248.60	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HOME DEPOT - DEPT SUPPLIES F		248.60	
24692161090100	Invoice	05/06/2021	HOME DEPOT - WWTP AIR SCRUBBER	0.00	96.72	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HOME DEPOT - WWTP AIR SCR		96.72	
24692161090100	Invoice	05/06/2021	HOME DEPOT - LADDER	0.00	214.92	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HOME DEPOT - LADDER		214.92	
24692161090100	Invoice	05/06/2021	PRINT PRO PLUS - WINDOW ENVELOPES	0.00	467.37	
	100-1200-7025-0000 OFFICE SUPPLIES		PRINT PRO PLUS - WINDOW EN		467.37	
24692161098100	Invoice	05/06/2021	BMT CHAMBERS - GOOD MORNING BRKF	0.00	44.00	
	100-1050-7035-0000 LOCAL MEETINGS		BMT CHAMBERS - GOOD MORN		44.00	
24692161101100	Invoice	05/06/2021	FACEBOOK - ADVERTISING	0.00	58.02	
	100-1200-7020-0000 ADVERTISING		FACEBOOK - ADVERTISING		58.02	
24717051077280	Invoice	05/06/2021	VRSN DOTGOV - DOMAIN ANNUAL PAYM	0.00	400.00	
	100-1230-7071-0000 SOFTWARE		VRSN DOTGOV - DOMAIN ANNU		400.00	
24755421095150	Invoice	05/06/2021	GRAINGER - LABEL TAPE	0.00	58.39	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		GRAINGER - LABEL TAPE		58.39	
24801991091018	Invoice	05/06/2021	HACH CO - DO SENSOR CAPS	0.00	1,205.62	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HACH CO - DO SENSOR CAPS		1,205.62	
24940451070636	Invoice	05/06/2021	USA BLUEBOOK - DEPT SUPPLIES	0.00	131.00	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		USA BLUEBOOK - DEPT SUPPLIE		131.00	
24940451091636	Invoice	05/06/2021	USA BLUE BOOK - AMMONIA TEST	0.00	146.22	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		USA BLUE BOOK - AMMONIA TE		146.22	
24943011070010	Invoice	05/06/2021	HOME DEPOT - MATERIALS FOR LAB	0.00	9.91	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HOME DEPOT - MATERIALS FOR		9.91	
24943011070010	Invoice	05/06/2021	HOME DEPOT - BUILDING SUPPLIES	0.00	54.58	
	100-6000-7085-6045 BLDG MAINT- COMMUNI		HOME DEPOT - BUILDING SUPP		54.58	
24943011070010	Invoice	05/06/2021	HOME DEPOT - EQUIPMENT SUPPLIES	0.00	145.40	
	100-6050-7090-5999 EQUIP SUPPLIES/MAINT -		HOME DEPOT - EQUIPMENT SU		145.40	
24943011071010	Invoice	05/06/2021	HOME DEPOT - EQUIPMENT MAINTENAN	0.00	34.42	
	100-6050-7090-5500 SPEC DEPT EXP - STEWAR		HOME DEPOT - EQUIPMENT MA		34.42	
24943011071010	Invoice	05/06/2021	HOME DEPOT - TRAPS FOR LIFT STATIONS	0.00	59.04	
	700-4050-7090-0000 EQUIPMENT SUPPLIES/M		HOME DEPOT - TRAPS FOR LIFT		59.04	
24943011071010	Invoice	05/06/2021	HOME DEPOT - FUEL FOR GENERATORS	0.00	43.04	
	100-6050-7037-0000 VEHICLE MAINTENANCE		HOME DEPOT - FUEL FOR GENE		43.04	
24943011072010	Invoice	05/06/2021	HOME DEPOT - DEPT SUPPLIES	0.00	30.14	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		HOME DEPOT - DEPT SUPPLIES		30.14	
24943011072010	Invoice	05/06/2021	HOME DEPOT - ANGLE GRINDER	0.00	58.19	
	100-6050-7090-5500 SPEC DEPT EXP - STEWAR		HOME DEPOT - ANGLE GRINDER		58.19	
24943011077010	Invoice	05/06/2021	HOME DEPOT - LIFT STATION SUPPLIES	0.00	58.01	

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	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - LIFT STATION SU		58.01	
24943011077010	Invoice	05/06/2021	HOME DEPOT - OFFICE SUPPLIES	0.00	17.21	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - OFFICE SUPPLIE		17.21	
24943011078010	Invoice	05/06/2021	HOME DEPOT - ROOF SEALANT CRC	0.00	15.69	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	HOME DEPOT - ROOF SEALANT		15.69	
24943011082010	Invoice	05/06/2021	HOME DEPOT - TOOLS FOR LIFT STATION	0.00	58.16	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - TOOLS FOR LIFT		58.16	
24943011083010	Invoice	05/06/2021	HOME DEPOT - HALOGEN BULB FOR MCS	0.00	10.23	
	100-2050-7037-0000	VEHICLE MAINTENANCE	HOME DEPOT - HALOGEN BULB		10.23	
24943011086010	Invoice	05/06/2021	HOME DEPOT - TAPE FOR BUS STOP SIGN	0.00	16.13	
	750-7400-7025-0000	OFFICE SUPPLIES	HOME DEPOT - TAPE FOR BUS S		16.13	
24943011086010	Invoice	05/06/2021	HOME DEPOT - DEPT SUPPLIES	0.00	10.75	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		10.75	
24943011087010	Invoice	05/06/2021	HOME DEPOT - NEW EXTENSION CORD F	0.00	73.24	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - NEW EXTENSIO		73.24	
24943011090010	Invoice	05/06/2021	HOME DEPOT - HEARING PROTECTION	0.00	58.12	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - HEARING PROTE		58.12	
24943011100010	Invoice	05/06/2021	HOME DEPOT - DEPT SUPPLIES	0.00	37.54	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		37.54	
24999891083900	Invoice	05/06/2021	HEMET VALLEY TOOLS - PARTS FOR TRUCK	0.00	7.00	
	100-3250-7037-0000	VEHICLE MAINTENANCE	HEMET VALLEY TOOLS - PARTS F		7.00	
3396	W.M. LYLES CO.	05/06/2021	EFT	0.00	1,365,186.15	431
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APPLICATION 28	Invoice	05/05/2021	WWTP SALT MITIGATION UPGRADE - CON	0.00	1,365,186.15	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	WWTP SALT MITIGATION UPGR	1,365,186.15		
4313	4 SEASONS ROOFING, INC	05/06/2021	Regular	0.00	49,800.00	108966
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
2299	Invoice	05/06/2021	RE-ROOF FIRE STATION	0.00	49,800.00	
	500-0000-8990-0000	CAPITAL OUTLAY	REROOF FIRE STATION	49,800.00		
2582	AFTERMATH SERVICES LLC	05/06/2021	Regular	0.00	-375.00	108967
2582	AFTERMATH SERVICES LLC	05/06/2021	Regular	0.00	375.00	108967
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
JC2021-7249	Invoice	05/06/2021	DEPT SUPPLIES	0.00	375.00	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	375.00		
1031	AIRGAS USA	05/06/2021	Regular	0.00	383.95	108968
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
9111932295	Invoice	05/06/2021	WWTP Chemical Safety Equipment	0.00	74.27	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		74.27	
9111932296	Invoice	05/06/2021	WWTP Chemical Safety Equipment	0.00	99.86	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		99.86	
9112028465	Invoice	05/06/2021	WWTP Chemical Safety Equipment	0.00	105.14	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		105.14	
9112183225	Invoice	05/06/2021	WWTP Chemical Safety Equipment	0.00	104.68	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		104.68	
1050	AMAZON CAPITAL SERVICES	05/06/2021	Regular	0.00	95.71	108969

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		
1VP3-JWYJ-43Q	Invoice	05/06/2021	COMPUTER SUPPLIES	0.00	95.71	
	700-4050-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES	95.71		
1100	AUTOZONE	05/06/2021	Regular	0.00	19.36	108970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2882683453	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	19.36	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	19.36		
1005	A-Z BUS SALES,INC.	05/06/2021	Regular	0.00	730.70	108971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01P704717	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	206.34	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	206.34		
01P704727	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	524.36	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	524.36		
3129	BC RENTALS, INC	05/06/2021	Regular	0.00	1,444.84	108972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0059108-IN	Invoice	05/06/2021	DEPT SUPPLIES	0.00	1,285.41	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,285.41		
0059110-IN	Invoice	05/06/2021	DEPT SUPPLIES	0.00	159.43	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES	26.57		
	100-6050-7070-5100	SPEC DEPT EXP - FALLEN	DEPT SUPPLIES	26.57		
	100-6050-7070-5250	SPEC DEPT EXP - RANGAL	DEPT SUPPLIES	26.57		
	100-6050-7070-5300	SPEC DEPT EXP - SENECA	DEPT SUPPLIES	26.57		
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES	26.57		
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	26.58		
1127	BEAUMONT DO IT BEST HOME CENTER	05/06/2021	Regular	0.00	223.25	108973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
499621	Invoice	05/06/2021	DEPARTMENT SUPPLIES - STREETS	0.00	88.21	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	88.21		
499945	Invoice	05/06/2021	DEPARTMENT SUPPLIES - STREETS	0.00	19.66	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	19.66		
499985	Invoice	05/06/2021	DEPARTMENT SUPPLIES - STREETS	0.00	8.32	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	8.32		
499986	Invoice	05/06/2021	DEPARTMENT SUPPLIES - STREETS	0.00	107.06	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	107.06		
1140	BEAUMONT SAFE & LOCK	05/06/2021	Regular	0.00	42.57	108974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
74628	Invoice	05/06/2021	DEPT SUPPLIES	0.00	1.62	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1.62		
74690	Invoice	05/06/2021	DEPT SUPPLIES	0.00	40.95	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	40.95		
1161	BIO-TOX LABORATORIES	05/06/2021	Regular	0.00	1,783.00	108975
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
41010	Invoice	05/06/2021	PROFESSIONAL SERVICES	0.00	1,025.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,025.00		
41109	Invoice	05/06/2021	PROFESSIONAL SERVICES	0.00	758.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7068-0000 CONTRACTUAL SERVICES		PROFESSIONAL SERVICES		758.00	
4360	BLECKERT'S POWER SERVICES	05/06/2021	Regular	0.00	400.00	108976
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
1030	Invoice 05/06/2021 PROFESSIONAL SERVICES			0.00	400.00	
	700-4050-7068-0000 CONTRACTUAL SERVICES		PROFESSIONAL SERVICES		400.00	
1196	CALIFORNIA BUILDING OFFICIALS	05/06/2021	Regular	0.00	70.00	108977
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
14159	Invoice 05/06/2021 WEBINAR			0.00	70.00	
	100-2150-7066-0000 TRAVEL, EDUCATION, TRA		WEBINAR		70.00	
3892	CALL ONE, INC	05/06/2021	Regular	0.00	368.51	108978
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
2059332	Invoice 05/06/2021 DEPT SUPPLIES			0.00	368.51	
	100-2090-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		368.51	
1242	CED	05/06/2021	Regular	0.00	983.87	108979
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
0954-1002134	Invoice 05/06/2021 DEPARTMENT SUPPLIES - ELECTRICAL			0.00	561.49	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPARTMENT SUPPLIES - ELECT		561.49	
0954-1002267	Invoice 05/06/2021 DEPARTMENT SUPPLIES - ELECTRICAL			0.00	241.36	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPARTMENT SUPPLIES - ELECT		241.36	
0954-1002655	Invoice 05/06/2021 DEPARTMENT SUPPLIES - ELECTRICAL			0.00	181.02	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPARTMENT SUPPLIES - ELECT		181.02	
1276	CHRISTOPHER WALSH	05/06/2021	Regular	0.00	4,348.93	108980
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
05/04/21	Invoice 05/06/2021 PREPAID PERS RETIREMENT APRIL 2021			0.00	4,348.93	
	100-0000-1520-0000 DUE FROM PERS		PREPAID PERS RETIREMENT APR		4,348.93	
1279	CIGNA HEALTH CARE	05/06/2021	Regular	0.00	14,773.77	108981
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
2816748	Invoice 05/06/2021 EMPLOYEE MEDICAL INSURANCE			0.00	14,773.77	
	100-1200-6020-0000 HEALTH INSURANCE		EMPLOYEE MEDICAL INSURANC		1,707.95	
	100-2050-6020-0000 HEALTH INSURANCE		EMPLOYEE MEDICAL INSURANC		7,941.96	
	100-6050-6020-0000 HEALTH INSURANCE		EMPLOYEE MEDICAL INSURANC		3,415.91	
	700-4050-6020-0000 HEALTH INSURANCE		EMPLOYEE MEDICAL INSURANC		1,707.95	
1285	CITY OF BANNING	05/06/2021	Regular	0.00	218.97	108982
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
04082021-02	Invoice 05/06/2021 SHARED TRAFFIC SIGNAL UTILITY @ HS W			0.00	218.97	
	100-3250-7010-0000 UTILITIES		SHARED TRAFFIC SIGNAL UTILIT		218.97	
1294	CIVICPLUS	05/06/2021	Regular	0.00	1,098.35	108983
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
210242	Invoice 05/06/2021 SOFTWARE HOSTING SUPPORT			0.00	1,098.35	
	100-1230-7071-0000 SOFTWARE		SOFTWARE HOSTING SUPPORT		1,098.35	
3299	CONVERGEONE	05/06/2021	Regular	0.00	7,214.00	108984

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		
PS174029	Invoice	05/06/2021	enhance the current wi-fi infrastructure -	0.00	7,214.00	
	100-0000-7096-0000	COMMUNITY PROGRAM	enhance the current wi-fi infrast	7,214.00		
3601	CRAFCO, INC	05/06/2021	Regular	0.00	11,502.32	108985
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9402444360	Invoice	05/06/2021	CRACK SEAL SUPPLIES	0.00	11,502.32	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	CRACK SEAL SUPPLIES	11,502.32		
1344	CREATIVE BUS SALES, INC	05/06/2021	Regular	0.00	181.91	108986
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5214300	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	181.91	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	181.91		
4371	DAVID SHIMSHON	05/06/2021	Regular	0.00	3,818.41	108987
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/05/21 CLAIM	Invoice	05/06/2021	CLAIM SETTLEMENT	0.00	3,818.41	
	100-1240-7081-0000	CLAIM COSTS	CLAIM SETTLEMENT	3,818.41		
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	05/06/2021	Regular	0.00	1,126.08	108988
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
JAN-MAR 2021	Invoice	05/06/2021	VECTOR CONTROL	0.00	1,126.08	
	100-2030-7155-0000	VECTOR CONTROL	VECTOR CONTROL	1,126.08		
2846	DIVERSIFIED DISTRIBUTION	05/06/2021	Regular	0.00	1,885.51	108989
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2001169	Invoice	05/06/2021	4 Seasons Street Light Supplies	0.00	1,885.51	
	100-3250-7012-0000	STREET LIGHT MAINTENA	4 Seasons Street Light Supplies	1,885.51		
1501	FAIRVIEW FORD	05/06/2021	Regular	0.00	3,637.88	108990
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
784266	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	23.19	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	23.19		
791252	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	9.94	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	9.94		
792601	Invoice	05/06/2021	Automatic transmission for Bus #2826	0.00	4,636.15	
	750-7600-7037-0000	VEHICLE MAINTENANCE	Automatic transmission for Bus	4,636.15		
792929	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	48.60	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	48.60		
793381	Credit Memo	05/06/2021	VEHICLE MAINTENANCE	0.00	-1,080.00	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-1,080.00		
1518	FLYERS ENERGY	05/06/2021	Regular	0.00	523.72	108991
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-2599620	Invoice	05/06/2021	FUEL EXPENSE	0.00	523.72	
	750-7600-7050-0000	FUEL	FUEL EXPENSE	227.46		
	750-8000-7050-0000	FUEL	FUEL EXPENSE	142.01		
	750-8300-7050-0000	FUEL	FUEL EXPENSE	154.25		
1583	GRAFIX SYSTEMS	05/06/2021	Regular	0.00	476.97	108992

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		
28952	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	476.97	
	100-2050-8060-0000	VEHICLES	VEHICLE MAINTENANCE	476.97		
3906	GUY THOMAS	05/06/2021	Regular	0.00	1,000.00	108993
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
357471	Invoice	05/06/2021	EQUIPMENT RENTAL	0.00	1,000.00	
	100-3250-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	1,000.00		
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	05/06/2021	Regular	0.00	634.92	108994
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33689	Invoice	05/06/2021	Huntington Transcription Servcies for FY 2	0.00	634.92	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servci	634.92		
4370	HYDROPOINT DATA SYSTEMS, INC	05/06/2021	Regular	0.00	1,225.18	108995
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
116263	Invoice	05/06/2021	PROFESSIONAL SERVICES	0.00	1,225.18	
	100-6050-7068-5400	CONTRACT SVC - SPORTS	PROFESSIONAL SERVICES	1,225.18		
1672	INTERNATIONAL ASSOCIATION FOR PROPERTY	05/06/2021	Regular	0.00	50.00	108996
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
M21-C641934	Invoice	05/06/2021	2021 IAPE MEMBERSHIP	0.00	50.00	
	100-2090-7030-0000	DUES & SUBSCRIPTIONS	2021 IAPE MEMBERSHIP	50.00		
4372	JEFF MOHLENKAMP	05/06/2021	Regular	0.00	7,300.72	108997
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FINAL CHECK 2	Invoice	05/06/2021	FINAL BANKED HOURS	0.00	7,300.72	
	100-0000-2105-0000	PAYROLL SUSPENSE	FINAL BANKED HOURS	7,300.72		
4372	JEFF MOHLENKAMP	05/06/2021	Regular	0.00	493.59	108998
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FINAL CHECK	Invoice	05/06/2021	REGULAR WORK HOURS	0.00	493.59	
	100-0000-2105-0000	PAYROLL SUSPENSE	REGULAR WORK HOURS	493.59		
1773	KAISER FOUNDATION HEALTH PLAN	05/06/2021	Regular	0.00	156,876.49	108999

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
MAY 2021	Invoice	05/06/2021	HEALTH INSURANCE		0.00	153,561.39	
	100-1200-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		5,394.48		
	100-1225-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		5,394.54		
	100-1230-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		2,996.97		
	100-1240-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		2,397.57		
	100-1350-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		3,116.85		
	100-1550-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		1,978.04		
	100-2000-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		3,596.32		
	100-2030-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		1,918.10		
	100-2050-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		45,190.97		
	100-2090-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		12,587.30		
	100-2150-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		7,792.10		
	100-3100-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		10,189.61		
	100-3250-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		7,792.10		
	100-6050-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		19,060.76		
	700-4050-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		7,192.70		
	750-7000-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		3,656.32		
	750-7100-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		599.41		
	750-7300-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		6,113.83		
	750-7400-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		1,798.23		
	750-7700-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		2,397.57		
	750-7800-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		1,198.81		
	750-7900-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE		1,198.81		
MAY 2021 COBRA	Invoice	05/06/2021	COBRA INSURANCE		0.00	1,918.10	
	100-0000-2299-0000	COBRA RECEIPTS	COBRA INSURANCE - ONODERA		1,318.69		
	100-0000-2299-0000	COBRA RECEIPTS	COBRA INSURANCE - GARCIA		599.41		
MAY 2021 HSA	Invoice	05/06/2021	EMPLOYEE MEDICAL INSURANCE HSA		0.00	1,397.00	
	100-2050-6020-0000	HEALTH INSURANCE	EMPLOYEE MEDICAL INSURANC		1,397.00		
3271	KS STATEBANK		05/06/2021	Regular	0.00	11,830.77	109000
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
3353429 06/01/2	Invoice	05/05/2021	VACTOR TRUCK & PATCH TRUCK		0.00	11,830.77	
	100-3250-8060-0000	VEHICLES	VACTOR TRUCK & PATCH TRUCK		3,194.31		
	700-4050-8040-0000	EQUIPMENT	VACTOR TRUCK		8,636.46		
3506	LISA LEACH		05/06/2021	Regular	0.00	250.00	109001
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
CPA LICENSE REN	Invoice	05/06/2021	EMPLOYEE CPA LICENSE RENEWAL		0.00	250.00	
	100-1225-7030-0000	DUES & SUBSCRIPTIONS	EMPLOYEE CPA LICENSE RENEW		250.00		
1901	MANNING & KASS, ELLROD, RAMIREZ		05/06/2021	Regular	0.00	209.75	109002
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
704319	Invoice	05/06/2021	LEGAL SERVICES		0.00	209.75	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		209.75		
3191	MARTIN GUTIERREZ		05/06/2021	Regular	0.00	150.00	109003
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
04/16/21	Invoice	05/06/2021	DEPT SUPPLIES REIMBURSEMENT		0.00	150.00	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES REIMBURSEMEN		150.00		
3024	MUNICIPAL CODE CORPORATION		05/06/2021	Regular	0.00	608.00	109004

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
00356968	Invoice	05/06/2021	PROFESSIONAL SERVICES	0.00	608.00	
	100-1150-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	608.00		
1984	NAPA AUTO PARTS	05/06/2021	Regular	0.00	712.32	109005
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
151443	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	51.59	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	51.59		
151690	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	616.15	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	616.15		
151804	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	38.66	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	38.66		
152006	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	5.92	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	5.92		
2007	NV5, INC	05/06/2021	Regular	0.00	60,666.77	109006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
144956	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,020.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,020.00		
144987	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,497.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,497.50		
190429	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	900.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	900.00		
190430	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	517.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	517.50		
194668	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	217.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	217.50		
194731	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	155.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	155.00		
194732	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,391.25	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,391.25		
194734	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,971.25	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,971.25		
194736	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	992.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	992.50		
194805	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,438.64	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,438.64		
194812	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	97.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	97.50		
194820	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	195.00		
194824	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	195.00		
194831	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,094.89		
194835	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,582.40	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	2,582.40		
194843	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,282.60	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	1,282.60		
194848	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	195.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES	195.00		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
194857	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,438.64	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,438.64	
194862	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,094.89	
194867	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,438.64	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,438.64	
194875	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,268.11	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,268.11	
194883	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	405.52	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		405.52	
194889	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	283.86	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		283.86	
194939	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,324.86	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		2,324.86	
194943	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,094.89	
194944	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,143.07	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		2,143.07	
194947	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	130.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		130.00	
194950	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,250.12	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,250.12	
194952	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	322.80	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		145.04	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		177.76	
194956	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	322.80	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		322.80	
194959	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	322.80	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		322.80	
194970	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	847.35	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		847.35	
195589	Invoice	05/05/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	880.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		880.00	
201739	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,055.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,055.00	
202287	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,572.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,572.50	
202305	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	600.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		600.00	
202354	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	165.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		165.00	
202364	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,837.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,837.50	
202383	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,407.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,407.50	
202444	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,615.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,615.00	
202457	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,822.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,822.50	
202461	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,532.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,532.50	
202468	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	372.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		372.50	
202478	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	242.10	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		242.10	
202490	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,366.82	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		3,366.82	
202494	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,421.00	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		2,421.00	
202505	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	484.20	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		484.20	
202510	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	484.20	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		484.20	
202518	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	484.20	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		484.20	
202525	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,778.97	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		2,778.97	
202530	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,565.20	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		2,565.20	
202536	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	4,061.57	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		4,061.57	
202540	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	162.21	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		162.21	
202544	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	162.21	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		162.21	
202547	Invoice	05/06/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	162.21	
	100-3100-7063-0000 PLAN CHECK FEES		PLAN CHECK SERVICES		162.21	
	Void	05/06/2021	Regular	0.00	0.00	109007
	Void	05/06/2021	Regular	0.00	0.00	109008
	Void	05/06/2021	Regular	0.00	0.00	109009
2009	O'REILLY AUTO PARTS	05/06/2021	Regular	0.00	651.45	109010
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2678-314447	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	24.65	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	24.65		
2678-325568	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	21.53	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	21.53		
2678-340305	Invoice	05/06/2021	EQUIPMENT MAINTENANCE	0.00	616.21	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	616.21		
2678-340496	Credit Memo	05/06/2021	EQUIPMENT MAINTENANCE	0.00	-22.00	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	-22.00		
2678-340497	Credit Memo	05/06/2021	EQUIPMENT MAINTENANCE	0.00	-44.00	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	-44.00		
2678-344926	Invoice	05/06/2021	EQUIPMENT MAINTENANCE	0.00	157.47	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	157.47		
2678-344938	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	32.31	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	32.31		
2678-344940	Credit Memo	05/06/2021	VEHICLE MAINTENANCE	0.00	-32.31	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-32.31		
2678-345001	Credit Memo	05/06/2021	EQUIPMENT MAINTENANCE	0.00	-157.47	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	-157.47		
2678-346684	Invoice	05/06/2021	EQUIPMENT MAINTENANCE	0.00	48.07	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	48.07		
2678-346835	Invoice	05/06/2021	VEHICLE MAINTENANCE	0.00	6.99	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-8300-7037-0000 VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		6.99	
2036	PARCEL QUEST	05/06/2021	Regular	0.00	2,398.00	109011
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
21727	Invoice / 05/06/2021 / SOFTWARE RENEWAL			0.00	2,398.00	
	100-1230-7071-0000 SOFTWARE		SOFTWARE RENEWAL		2,398.00	
2039	PARKHOUSE TIRE, INC.	05/06/2021	Regular	0.00	1,029.95	109012
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
2030200471	Invoice / 05/06/2021 / VEHICLE MAINTENANCE			0.00	1,029.95	
	750-7400-7037-0000 VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		1,029.95	
2072	POLYDYNE, INC.	05/06/2021	Regular	0.00	5,745.57	109013
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
1539594	Invoice / 05/06/2021 / CHEMICALS & SUPPLIES			0.00	5,745.57	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		CHEMICALS & SUPPLIES		5,745.57	
3871	PRI MANAGEMENT GROUP	05/06/2021	Regular	0.00	250.00	109014
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12426	Invoice / 05/06/2021 / MANAGING POLICE RECORDS			0.00	250.00	
	100-2090-7066-0000 TRAVEL, EDUCATION, TRA		MANAGING POLICE RECORDS		250.00	
3652	PRUDENTIAL OVERALL SUPPLY	05/06/2021	Regular	0.00	555.37	109015
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
23139596	Invoice / 05/06/2021 / WW - Prudential Uniforms			0.00	65.24	
	700-4050-7065-0000 UNIFORMS		WW - UNIFORM MAINTENANCE		65.24	
23142693	Invoice / 05/06/2021 / Streets - Prudential Uniforms			0.00	65.24	
	100-3250-7065-0000 UNIFORMS		Streets Prudential Uniforms		65.24	
23145783	Invoice / 05/06/2021 / Streets - Prudential Uniforms			0.00	65.24	
	100-3250-7065-0000 UNIFORMS		Streets Prudential Uniforms		65.24	
23148875	Invoice / 05/06/2021 / Uniform Rental and Cleaning			0.00	131.41	
	750-7100-7065-0000 UNIFORMS		Uniform Rental and Cleaning		15.01	
	750-7400-7065-0000 UNIFORMS		Uniform Rental and Cleaning		35.85	
	750-7600-7065-0000 UNIFORMS		Uniform Rental and Cleaning		25.56	
	750-7800-7065-0000 UNIFORMS		Uniform Rental and Cleaning		15.26	
	750-7900-7065-0000 UNIFORMS		Uniform Rental and Cleaning		20.12	
	750-8300-7068-0000 CONTRACTUAL SERVICES		UNIFORM RENTAL AND CLEANI		19.61	
23148886	Invoice / 05/06/2021 / Uniform Rental and Cleaning			0.00	54.65	
	750-7300-7065-0000 UNIFORMS		Uniform Rental and Cleaning		54.65	
23148890	Invoice / 05/06/2021 / Uniform Cleaning and Rental			0.00	84.16	
	100-6050-7065-0000 UNIFORMS		Uniform Cleaning and Rental		84.16	
23148891	Invoice / 05/06/2021 / WW - Prudential Uniforms			0.00	89.43	
	700-4050-7065-0000 UNIFORMS		WW - UNIFORM MAINTENANCE		89.43	
2092	PURCHASE POWER-2540	05/06/2021	Regular	0.00	1,005.00	109016
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
8000-9000-0098-	Invoice / 05/06/2021 / POSTAGE			0.00	1,005.00	
	100-1200-7025-0000 OFFICE SUPPLIES		POSTAGE		1,005.00	
2098	QUILL CORPORATON	05/06/2021	Regular	0.00	1,054.01	109017

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15848685	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	232.26	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	132.39		
	100-1230-7090-0000	EQUIPMENT SUPPLIES/M	OFFICE SUPPLIES	99.87		
15883399	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	94.56	
	100-3100-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	94.56		
16017767	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	166.98	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	30.06		
	100-1230-7090-0000	EQUIPMENT SUPPLIES/M	OFFICE SUPPLIES	136.92		
16118904	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	121.73	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	23.13		
	100-1225-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	68.17		
	700-4050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	30.43		
16153884	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	370.48	
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	270.45		
	750-7300-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	100.03		
16153894	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	68.00	
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	68.00		
3514	RECYCLED AGGREGATE MATERIALS CO, INC	05/06/2021	Regular	0.00	370.00	109018
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
368042	Invoice	05/06/2021	Streets - Sepcial Dept Supplies	0.00	130.00	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	Streets - Sepcial Dept Supplies	130.00		
368435	Invoice	05/06/2021	Streets - Sepcial Dept Supplies	0.00	80.00	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	Streets - Sepcial Dept Supplies	80.00		
368575	Invoice	05/06/2021	Streets - Sepcial Dept Supplies	0.00	160.00	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	Streets - Sepcial Dept Supplies	160.00		
3049	RIVERSIDE COMMUNITY COLLEGE DISTRICT	05/06/2021	Regular	0.00	299.00	109019
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2021/742	Invoice	05/06/2021	EMPLOYEE TRAINING	0.00	184.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	184.00		
2021/772	Invoice	05/06/2021	EMPLOYEE TRAINING	0.00	115.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	115.00		
2212	RS INSTRUMENTS & SERVICES	05/06/2021	Regular	0.00	807.00	109020
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
23100	Invoice	05/06/2021	EQUIPMENT MAINTENANCE	0.00	807.00	
	700-4050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	807.00		
2289	SIMPLIFILE	05/06/2021	Regular	0.00	849.00	109021
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15003026158	Invoice	05/06/2021	RECORDING SERVICES	0.00	849.00	
	100-3100-7068-0000	CONTRACTUAL SERVICES	RECORDING SERVICES	18.00		
	700-4050-7068-0000	CONTRACTUAL SERVICES	RECORDING SERVICES	831.00		
3498	SKM ENGINERRING LLC	05/06/2021	Regular	0.00	913.75	109022
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21018	Invoice	05/06/2021	SCADA SERVICES	0.00	913.75	
	700-4050-7068-0000	CONTRACTUAL SERVICES	SCADA SERVICES	913.75		
2309	SOUTH COAST AQMD	05/06/2021	Regular	0.00	137.63	109023

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3808327	Invoice	05/06/2021	HOT SPOTS PROGRAM FEE	0.00	137.63	
	100-6000-7022-6025	LICENSE, PERMITS, FEES -	HOT SPOTS PROGRAM FEE	137.63		
2310	SOUTH COAST LIGHTING & DESIGN	05/06/2021	Regular	0.00	2,390.00	109024
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
I-SC3-2103106	Invoice	05/06/2021	DEPT SUPPLIES	0.00	2,390.00	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	2,390.00		
2329	ST. FRANCIS ELECTRIC	05/06/2021	Regular	0.00	4,486.96	109025
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16605135	Invoice	05/06/2021	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,120.00	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE	1,120.00		
16605136	Invoice	05/06/2021	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,027.00	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE	1,027.00		
16605137	Invoice	05/06/2021	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	945.96	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE	945.96		
16605138	Invoice	05/06/2021	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,394.00	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE	1,394.00		
2456	TURF STAR, INC.	05/06/2021	Regular	0.00	147.88	109026
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7167662-00	Invoice	05/06/2021	EQUIPMENT MAINTENANCE	0.00	147.88	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	147.88		
2457	TYLER WORKS - TECHNOLOGIES	05/06/2021	Regular	0.00	50.00	109027
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-331316	Invoice	05/06/2021	SOFTWARE	0.00	50.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE HOSTING	50.00		
3923	UPDOG MEDIA, LLC	05/06/2021	Regular	0.00	21,240.00	109028
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1081	Invoice	05/06/2021	Bus Wrap Removal and Installation	0.00	10,620.00	
	760-0000-7068-0000	CONTRACTUAL SERVICE	Bus Wrap Removal and Installati	10,620.00		
1083	Invoice	05/06/2021	Bus Wrap Removal and Installation	0.00	5,310.00	
	760-0000-7068-0000	CONTRACTUAL SERVICE	Bus Wrap Removal and Installati	5,310.00		
1085	Invoice	05/06/2021	Bus Wrap Removal and Installation	0.00	5,310.00	
	760-0000-7068-0000	CONTRACTUAL SERVICE	Bus Wrap Removal and Installati	5,310.00		
2518	VULCAN MATERIALS	05/06/2021	Regular	0.00	1,834.77	109029
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
72884651	Invoice	05/06/2021	ASPHALT	0.00	276.77	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT	276.77		
72886017	Invoice	05/06/2021	ASPHALT	0.00	151.00	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT	151.00		
72888508	Invoice	05/06/2021	ASPHALT	0.00	258.73	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT	258.73		
72896337	Invoice	05/06/2021	ASPHALT	0.00	203.77	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT	203.77		
72907777	Invoice	05/06/2021	ASPHALT	0.00	260.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		ASPHALT		260.50	
72909419	Invoice	05/06/2021	ASPHALT	0.00	460.00	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		ASPHALT		460.00	
72912170	Invoice	05/06/2021	ASPHALT	0.00	224.00	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		ASPHALT		224.00	
3422	WAXIE SANITARY SUPPLY	05/06/2021	Regular	0.00	921.84	109030

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
79943303	Invoice	05/06/2021	BUILDING MAINTENANCE	0.00	541.05
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		541.05
79980039	Invoice	05/06/2021	SANITIZER	0.00	284.59
	100-0000-7085-0000	BUILDING SUPPLIES/MAI	SANITIZER		284.59
79980040	Invoice	05/06/2021	OFFICE SUPPLIES	0.00	96.20
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		96.20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1599	GUARDIAN LIFE INSURANCE	05/05/2021	Bank Draft	0.00	22,524.02	DFT0002827

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
MAY 2021	Invoice	05/05/2021	GUARDIAN INSURANCE	0.00	22,524.02
	100-0000-2040-0000	GUARDIAN VOLUNTARY LI	GUARDIAN INSURANCE		1,156.25
	100-1150-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		156.40
	100-1150-6023-0000	DISABILITY	GUARDIAN INSURANCE		48.65
	100-1150-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		7.00
	100-1200-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		517.80
	100-1200-6023-0000	DISABILITY	GUARDIAN INSURANCE		345.62
	100-1200-6027-0000	VISION CARE	GUARDIAN INSURANCE		41.48
	100-1200-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		49.00
	100-1225-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		410.00
	100-1225-6023-0000	DISABILITY	GUARDIAN INSURANCE		329.61
	100-1225-6027-0000	VISION CARE	GUARDIAN INSURANCE		8.45
	100-1225-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		42.00
	100-1230-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		426.11
	100-1230-6023-0000	DISABILITY	GUARDIAN INSURANCE		148.08
	100-1230-6027-0000	VISION CARE	GUARDIAN INSURANCE		40.11
	100-1230-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		21.00
	100-1240-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		299.06
	100-1240-6023-0000	DISABILITY	GUARDIAN INSURANCE		138.65
	100-1240-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		21.00
	100-1350-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		250.46
	100-1350-6023-0000	DISABILITY	GUARDIAN INSURANCE		120.52
	100-1350-6027-0000	VISION CARE	GUARDIAN INSURANCE		39.82
	100-1350-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		14.00
	100-1550-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		250.46
	100-1550-6023-0000	DISABILITY	GUARDIAN INSURANCE		91.48
	100-1550-6027-0000	VISION CARE	GUARDIAN INSURANCE		15.24
	100-1550-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		21.00
	100-2000-6023-0000	DISABILITY	GUARDIAN INSURANCE		81.84
	100-2000-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		14.00
	100-2030-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		17.31
	100-2030-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		94.06
	100-2030-6023-0000	DISABILITY	GUARDIAN INSURANCE		76.22
	100-2030-6027-0000	VISION CARE	GUARDIAN INSURANCE		23.69
	100-2030-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		14.00
	100-2050-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		315.77
	100-2050-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		3,379.98
	100-2050-6023-0000	DISABILITY	GUARDIAN INSURANCE		2,304.86
	100-2050-6027-0000	VISION CARE	GUARDIAN INSURANCE		365.00
	100-2050-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		287.00
	100-2090-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		1,095.22
	100-2090-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		77.69
	100-2090-6023-0000	DISABILITY	GUARDIAN INSURANCE		500.28
	100-2090-6027-0000	VISION CARE	GUARDIAN INSURANCE		105.57
	100-2090-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		105.00
	100-2150-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		111.93
	100-2150-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		269.71
	100-2150-6023-0000	DISABILITY	GUARDIAN INSURANCE		229.86
	100-2150-6027-0000	VISION CARE	GUARDIAN INSURANCE		48.56
	100-2150-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		35.00
	100-3100-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		96.92
	100-3100-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		426.11
	100-3100-6023-0000	DISABILITY	GUARDIAN INSURANCE		262.99
	100-3100-6027-0000	VISION CARE	GUARDIAN INSURANCE		64.69
	100-3100-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE		35.00
	100-3250-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		48.46
	100-3250-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE		474.71
	100-3250-6023-0000	DISABILITY	GUARDIAN INSURANCE		195.73

Check Report **Date Range: 04/29/202 021**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
100-3250-6027-0000	VISION CARE	GUARDIAN INSURANCE			40.11	
100-3250-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			42.00	
100-6050-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			1,511.41	
100-6050-6023-0000	DISABILITY	GUARDIAN INSURANCE			577.70	
100-6050-6027-0000	VISION CARE	GUARDIAN INSURANCE			151.89	
100-6050-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			126.00	
700-4050-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			660.46	
700-4050-6023-0000	DISABILITY	GUARDIAN INSURANCE			500.42	
700-4050-6027-0000	VISION CARE	GUARDIAN INSURANCE			105.88	
700-4050-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			70.00	
750-7000-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			426.11	
750-7000-6023-0000	DISABILITY	GUARDIAN INSURANCE			133.40	
750-7000-6027-0000	VISION CARE	GUARDIAN INSURANCE			15.53	
750-7000-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			21.00	
750-7100-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			142.66	
750-7100-6023-0000	DISABILITY	GUARDIAN INSURANCE			50.72	
750-7100-6027-0000	VISION CARE	GUARDIAN INSURANCE			23.69	
750-7100-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			10.50	
750-7300-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			17.31	
750-7300-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			455.46	
750-7300-6023-0000	DISABILITY	GUARDIAN INSURANCE			175.48	
750-7300-6027-0000	VISION CARE	GUARDIAN INSURANCE			57.61	
750-7300-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			35.00	
750-7400-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			191.26	
750-7400-6023-0000	DISABILITY	GUARDIAN INSURANCE			124.08	
750-7400-6027-0000	VISION CARE	GUARDIAN INSURANCE			23.69	
750-7400-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			28.00	
750-7600-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			94.06	
750-7600-6023-0000	DISABILITY	GUARDIAN INSURANCE			22.42	
750-7600-6027-0000	VISION CARE	GUARDIAN INSURANCE			15.24	
750-7600-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			7.00	
750-7700-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			94.06	
750-7700-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			17.31	
750-7700-6023-0000	DISABILITY	GUARDIAN INSURANCE			53.27	
750-7700-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			14.00	
750-7800-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			113.31	
750-7800-6023-0000	DISABILITY	GUARDIAN INSURANCE			21.41	
750-7800-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			7.00	
750-7900-6021-0000	DENTAL INSURANCE	GUARDIAN INSURANCE			97.20	
750-7900-6023-0000	DISABILITY	GUARDIAN INSURANCE			40.91	
750-7900-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			14.00	
750-8000-6023-0000	DISABILITY	GUARDIAN INSURANCE			22.05	
750-8000-6028-0000	LIFE INSURANCE	GUARDIAN INSURANCE			7.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	62	0.00	396,673.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-375.00
Bank Drafts	1	1	0.00	22,524.02
EFT's	108	4	0.00	1,540,206.99
	283	**71**	**0.00**	**1,959,029.28**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	62	0.00	396,673.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-375.00
Bank Drafts	1	1	0.00	22,524.02
EFT's	108	4	0.00	1,540,206.99
	283	**71**	**0.00**	**1,959,029.28**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2021	1,959,029.28
			1,959,029.28

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, May 18, 2021
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

MINUTES

CLOSED SESSION - 5:00 PM

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 with be made in the City Council Chambers.

CALL TO ORDER at 5:00 p.m.

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

Public Comments Regarding Closed Session

No comments.

1. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) - Three Claims

   No reportable action.

2. Conference with Legal Counsel Regarding Existing Litigation-Pursuant to Government Code Section 54956.9(d)(1) City of Beaumont v. Urban Logic Consultants, Inc. et. al RIC 1707201 c/w RIC1712042

   Motion by Mayor Pro Tem White
   Second by Mayor Lara
   To authorize a written appeal.

   Approved by a unanimous vote.

3. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU

   No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:33 p.m.

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

Report out from Closed Session *see above*
Action on any Closed Session Items *see above*
Action of any Requests for Excused Absence: **None**
Pledge of Allegiance
Approval / Adjustments to the Agenda: **None**
Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)
C. Cabrera - *Spoke as an employee and SEIU member. Expressed concerns with the MOU and the change to the fairness agreement.***S. Scissons** - *Spoke in regards to the fairness agreement in the MOU and expressed concerns.*
R. Racadio *Asked for a reconsideration of keeping the fairness clause in the MOU.*
E. Alvarez - *Representing SEIU expressed concerns with the "me too" clause being removed or changed within the MOU.*

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

   Recommended Action:

   Ratify warrants dated:
   March 25, 2021
   April 1, 2021
   April 8, 2021
   April 15, 2021

2. Approval of Minutes

   Recommended Action:

Approve minutes dated May 4, 2021.

3. Accept Performance and Payment Bonds and Security Agreements for Tri Pointe Homes IE-SD, Inc., for Street Improvements along Cherry Avenue, from Mary Lane to Brookside Avenue, within the Sundance Specific Plan

   Recommended Action:
   Accept Performance and Payment Bonds and Security Agreements for Tri Pointe Homes IE-SD, Inc., for Street Improvements along Cherry Avenue, from Mary Lane to Brookside Avenue, within the Sundance Specific Plan.

4. FY2021 General Fund and Wastewater Fund Budget to Actual through April 2021

   Recommended Action:
   Receive and file the attached reports.

5. Second Reading of a Proposed Ordinance to Update the Local Development Mitigation Fee (LDMF) for Funding the Preservation of the Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)

   Recommended Action:
   Waive the second full reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont to Update the Local Development Mitigation Fee for Funding the Preservation of Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan.”

6. Declaration of Surplus Property and Request for Disposal of Remaining Pool Inventory Items

   Recommended Action:
   Approve the disposal of identified City surplus property.

Motion by Council Member Santos
Second by Mayor Mayor Pro Tem White
To approve the Consent Calendar.

Approved by a unanimous vote.

ACTION ITEMS

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

7. City Council Authorization to Proceed with Annexation of City Owned Property Assessor Parcel Number 417-220-028 into the Beaumont Cherry Valley Water District

Motion by Council Member Martinez
Second by Mayor Lara

To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Authorizing the Annexation of City Owned Property Identified as Assessor Parcel Number 417-220-028 into the Beaumont Cherry Valley Water District Service Area."

Approved by a unanimous vote.

8. First Amendment to the Professional Services Agreement with Lisa Wise Consulting for the Housing Element Update to include Standard Accessory Dwelling Unit (ADU) Plans and Objective Design Guidelines

Motion by Mayor Lara
Second by Council Member Santos
To approve the First Amendment to the Professional Services Agreement with Lisa Wise Consulting for an increase of $65,470 for the development of Standard ADU Plans and Objective Design Guidelines for a total revised contract amount of $275,465 to be entirely paid through grant funding.

Approved by a unanimous vote.

9. Purchase Order for Tolar Manufacturing, Inc. Not to Exceed $55,825.28

Motion by Council Member Fenn
Second by Council Member Martinez
To approve a purchase order to Tolar Manufacturing in an amount not to exceed $55,825.28.

Approved by a unanimous vote.

10. Highland Springs Interchange Project Update and Recommendation for Approval of the First Contract Amendment Authorizing the Project Approval and Environmental Document Phase (PA/ED)

Motion by Mayor Pro Tem White
Second by Council Member Santos
To receive and file the Highland Springs Project update, and
Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement between RCTC, the City of Banning, and the City of Beaumont to include the project approval and environmental document phase.

Approved by a unanimous vote.

11. Direction to City Staff for the Conceptual Street Vacation of Veile Avenue Between Luis Estrada Road and Sixth Street

Direction to staff to move forward with a concept for closure of Veile Avenue between Luis Estrada and Sixth Street.

12. FY2021 COPS/Equipment Replacement/Equipment Internal Service Fund Budget Adjustments

Motion by Mayor Pro Tem White
Second by Mayor Lara
To approve the proposed Citizen Option Public Safety budget adjustments in the amount of $158,300, and approve the proposed Equipment Replacement and Equipment Internal Service budget adjustments in the amount of $254,450.

Approved by a unanimous vote.

13. Approval of Amendments to the City of Beaumont Investment Policy

Motion by Mayor Pro Tem White
Second by Council Member Santos
To review the proposed revisions to the investment policy, approve the recommended modification to Section 8 – Indemnification, and any other modifications recommended by City Council, and adopt the amended Investment Policy.

Approved by a unanimous vote.

14. City Attorney Invoices for the Month of April 2021

Motion by Council Member Fenn
Second by Mayor Pro Tem White
To approve of invoices in the amount of $98,791.50.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION
Update given by Economic Development Manager, Kyle Warsinski.

ECONOMIC DEVELOPMENT UPDATE
Report out from the recent committee meeting.

CITY TREASURER REPORT
Report out from the recent Finance and Audit Committee meeting.

CITY CLERK REPORT
No report.

CITY ATTORNEY REPORT

15. List of Pending Litigation Against the City

CITY MANAGER REPORT

Gave an update of the Fourth of July event and confirmed the City with have a firework show. Gave an update of federal grant funding. Gave an update of future agenda items for the next few months and will bring a item back for possible dark meeting in August or September.

FUTURE AGENDA ITEMS

- Discussion of adopting a policy to have a threshold of Level C in regards to traffic in the City.
- Discussion to add a left turn lane signal on First Street at Highland Springs in coordination with the City of Banning and further coordination on a short-term plan for traffic relief on Highland Springs.
- Discussion of coordination with Park District to create a destination sports field.

COUNCIL REPORTS

Santos – *Gave a report out from the EDC meeting.*
Fenn - *Attended the EDC, FAC, Collaborative Meeting and gave a report out from the TNOW meeting.*
Martinez - *no report.*
White - *Gave an update to the Coachella Railway Project.*
Lara - *Will have a conflict with attendance to the next Council Meeting on June 1st.*

ADJOURNMENT at 9:03 p.m.

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 1, 2021

SUBJECT: **Resolution Authorizing the City Manager to Accept a Grant Deed from Tri Pointe Homes IE-SD, a California Corporation for Tract No. 31468-5 Lot 114 – Wildflower Park**

Background and Analysis:

The City of Beaumont Parks and Recreation staff members have been systematically reviewing tracts within the City of Beaumont to ensure that parcels for which the City has assumed maintenance responsibilities have been officially accepted, legally dedicated to the City, and recorded with the Riverside County Clerk Recorder's Office.

City staff has identified that Tract No. 31468-5, Lot 144, more commonly known as Wildflower Park, has not yet been recorded in the City's name. Tri Pointe Homes IE-SD, formerly known as Pardee Homes, has executed a grant deed for the City's acceptance.

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 approved by the City Council. It also provides that City Council may adopt a resolution authorizing one or more officers to execute the Certificate of Acceptance, in this case the City Manager.

The City Attorney has drafted the attached resolution for Council consideration and Tri Pointe Homes IE-SD has provided a signed and notarized grant deed, a recent preliminary title report, and a commitment for title insurance (Attachment A).

Fiscal Impact:

Government Code Sections 6103 and 27383 waive recordation fees. Maintenance costs associated with accepting this parcel are included in the adopted budget.

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Authorizing the City Manager to Accept a Grant Deed from Tri Pointe Homes IE-SD.”

Attachments:

A. Resolution
B. Certificate of Acceptance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT DEED FROM TRI POINTE HOMES IE-SD

WHEREAS, Tri Pointe Homes IE-SD, a California corporation has executed a Grant Deed to the City of Beaumont for the following real property:

LOT 114 OF TRACT NO. 31468-5, AS SHOWN ON A MAP RECORDED IN BOOK 414, AT PAGES 74 TO 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA.

WHEREAS, the 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 approved by 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 City Manager the authority to accept the within described real property interests on behalf of the City.

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize accepting Grant Deed for the following real property provided that the Grantor obtains at its sole cost and expense policies of title insurance in favor of the City on each property for the estimated fair market value showing no monetary liens or encumbrances against the title of each of the properties:

LOT 114 OF TRACT NO. 31468-5, AS SHOWN ON A MAP RECORDED IN BOOK 414, AT PAGES 74 TO 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA.

Provision 1. Recordation of the aforementioned certificate of acceptance shall be executed by the City Manager and recorded with the Riverside County Clerk Recorder's Office.

MOVED, PASSED AND ADOPTED this ___day of June 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____,
Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By:_____

When Recorded Return Original To:

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

NO RECORDING FEE REQUIRED PER GOVERNMENT CODE SECTIONS 6103 AND 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 fee interest in real property conveyed by a Grant Deed applicable to the following real property:

See **Exhibit "A"** attached hereto and made a part hereof by this reference.

is hereby accepted by order of City Council of the City, pursuant to the authority conferred by City Council Resolution No. 2021-_____ adopted on June ___, 2021, and the City as grantee further consents to its recordation thereof by its duly authorized officer, the City Manager.

City of Beaumont, a general law city

_____
Dated

By: _____
Todd Parton, City Manager

ATTEST:

_____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

EXHIBIT "A"

LOT 114 OF TRACT NO. 31468-5, AS SHOWN ON A MAP RECORDED IN BOOK 414, AT PAGES 74 TO 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, CALIFORNIA.

Staff Report

TO: City Council

FROM: Jeff Hart, Director of Public Works

DATE June 1, 2021

SUBJECT: **Consider Adopting a Resolution Clarifying the Transportation Uniform Mitigation Fee Schedule**

Background and Analysis:

The City of Beaumont is a Member Jurisdiction of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in Western Riverside County. Acting in concert in 2002-2003, WRCOG member jurisdictions developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial, and industrial development.

On May 19, 2020, City Council adopted a resolution updating the TUMF fee schedule in accordance with the following:

A. Immediately adopted the following TUMF schedule:

   1) $9,146.00 per single family residential unit,
   2) $6,134.00 per multi-family residential unit,
   3) $1.77 per square foot of an industrial project,
   4) $7.50 per square foot of a retail commercial project,
   5) $4.56 per square foot of a service commercial project, and
   6) $2.19 per square foot of a service Class A and B Office.

B. For single-family residential, multi-family residential and retail non-residential projects, the fees were phased in as follows:

   From July 1, 2020 to December 31, 2020, the fee schedule shall be as follows:

1) $9,478.00 per single family residential unit,
2) $6,389.00 per multi-family residential unit,
3) $1.81 per square foot of an industrial project,
4) $7.50 per square foot of a retail commercial project,
5) $4.75 per square foot of a service commercial project, and
6) $2.38 per square foot of a service Class A and B Office.

From January 1, 2021 to June 30, 2021, the fee schedule shall be as follows:

1) $9,810.00 per single family residential unit,
2) $6,389.00 per multi-family residential unit,
3) $1.81 per square foot of an industrial project,
4) $7.50 per square foot of a retail commercial project,
5) $4.75 per square foot of a service commercial project, and
6) $2.38 per square foot of a service Class A and B Office.

It has been subsequently discovered that the master resolution provided by WRCOG contained an error regarding the end date for the final phase-in. The updated resolution has no end date and will remain in effect until either updated or rescinded. Please see the following correction for the final phase-in:

From January 1, 2021 the fee schedule shall be as follows:

1) $9,810.00 per single family residential unit,
2) $6,389.00 per multi-family residential unit,
3) $1.81 per square foot of an industrial project,
4) $7.50 per square foot of a retail commercial project,
5) $4.75 per square foot of a service commercial project, and
6) $2.38 per square foot of a service Class A and B Office.

Fiscal Impact:

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

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Amending the Applicable Transportation Uniform Mitigation Fee (TUMF) Applicable to All Developments in the City of Beaumont.”

Attachments:

A. Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF BEAUMONT AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF BEAUMONT

WHEREAS, the City of Beaumont ("City") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen cities located in Western Riverside County; and

WHEREAS, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the regional system of highways and arterials in Western Riverside County (the "Regional System"); and

WHEREAS, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

WHEREAS, WRCOG, with the assistance of TUMF Program participating jurisdictions, has prepared an updated Nexus Study entitled "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study") pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF participating jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, consistent with its previous findings made in the adoption of Ordinance No. 1091 codified as Chapter 3.39 of the Beaumont Municipal Code ("TUMF Ordinance"),, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health, and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

WHEREAS, the City Council finds and determines that the cost estimates set forth in the new 2016 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

WHEREAS, the fees collected pursuant to the TUMF Ordinance shall be used to help pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2016 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements;

WHEREAS, by notice duly given and published, the City Council set the time and place for a public hearing on the 2016 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2016 Nexus Study available to the public; and

WHEREAS, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing; and

WHEREAS, section 3.39.040.A and 3.39.040.C of the TUMF Ordinance authorizes periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study; and

WHEREAS, the levying of TUMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, the City Council of the City of Beaumont does resolve as follows:

SECTION 1. Findings. The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Section 3.39.020 of the Beaumont Municipal Code in support of the adjusted TUMF contained herein.

SECTION 2. TUMF Schedule. In accordance with Section 3.39.040.C of the TUMF Ordinance, there is hereby adopted the following fee schedule for the TUMF which replaces the fee schedule set forth in Sections 2 and 3 of Resolution No. 2020-17 in its entirety as of May 19, 2020, provided that the fee for retail commercial projects shall go into effect upon the Effective Date set forth in Section 4, below:

A. There is hereby adopted the following TUMF schedule:

(1) $9,146.00 per single-family residential unit
(2) $6,134.00 per multi-family residential unit
(3) $1.77 per square foot of an industrial project

(4) $7.50 per square foot of a retail commercial project
(5) $4.56 per square foot of a service commercial project
(6) $2.19 per square foot of a service Class A and B Office

B. For single-family residential, multi-family residential, and retail non-residential projects, the fees set forth in Section 2.A. shall be phased in as follows:

From July 1, 2020, to December 31, 2020, the fee schedule shall be as follows:

(1) $9,478.00 per single family residential unit
(2) $6,389.00 per multi-family residential unit
(3) $1.81 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.75 per square foot of a service commercial project
(6) $2.38 per square foot of a service Class A and B Office

From January 1, 2021 the fee schedule shall be as follows:

(1) $9,810.00 per single family residential unit
(2) $6,389.00 per multi-family residential unit
(3) $1.81 per square foot of an industrial project
(4) $7.50 per square foot of a retail commercial project
(5) $4.75 per square foot of a service commercial project
(6) $2.38 per square foot of a service Class A and B Office

SECTION 3. CEQA Findings. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

SECTION 4. Effective Date. This Resolution shall become effective on June 2, 2021.

ADOPTED this_____ day of _____ 2021.

By: _____
Mike Lara, Mayor, City of City of Beaumont

ATTEST:

Steven Mehlman]
CITY CLERK

By: _____

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE June 1, 2020

SUBJECT: **Accept the Offer of Dedication for Public Roads and Public Utility Purposed Within First Street and California Avenue and Approve the Certificate of Acceptance for Public Right-of-Way**

Background and Analysis:

On February 12, 2019, Planning Commission approved Plot Plan PP2017-0047, Beaumont RV and Self-Storage (Project). The Project is located on the southwest corner of the intersection of First Street and California. As part of the conditions of approval (COA), the Project is required to dedicate all right-of-way necessary to achieve the ultimate half-width consistent with the City's General Plan Circulation Element. The Project is coincident with First Street and California Avenue. At the time the Project was approved, both streets were classified as Secondary Highway, having an ultimate right-of-way width of 88-feet and an ultimate half-width of 44-feet.

The existing half-width right-of-way for First Street and California Avenue, coincident with the Project, is 40-feet. Therefore, the applicant is proposing to dedicate an additional four feet of right of way along First Street and California Avenue (approximately 4,906 square feet).

Fiscal Impact:

The cost to prepare the staff report and have city attorney review the offer of Dedication documents equates to approximately $1,500. The applicant has paid the plan checking fees associated with plan the review of the offer of dedication documents.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Public Road and Public Utility Purposed Within First Street and California Avenue;"

Approve the Certificate of Acceptance for Public Right-of-Way; and
Record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.

Attachments:

A. Offer of Dedication Resolution
B. Certificate of Acceptance
C. Offer of Dedication Legal Description and plat map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE MAYOR TO ACCEPT THE OFFERS OF DEDICATION FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSED WITHIN FIRST STREET AND CALIFORNIA AVENUE

WHEREAS, Edward T. Shipley, III SVP, on behalf of Live Oak Banking Company, has executed a Formal Offer of Dedication to the City of Beaumont for Public Road and Public Utility purposes; 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 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 the offer of dedication for public road and public utility purposes within First Street and California Avenue identified in **Exhibit "A"** attached hereto and made a part hereof by this reference:

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

MOVED, PASSED AND ADOPTED this ___day of June 1, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____
Mike Lara, Mayor

ATTEST:

Steven Mehlman
CITY CLERK

By:_____

When Recorded Return Original To:

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

NO RECORDING FEE REQUIRED PER GOVERNMENT CODE SECTION 27383

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

This is to certify that the interest in real property conveyed by the attached Offer of Dedication dated April 26, 2021 from Edward T. Shipley, III SVP, on behalf of Live Oak Banking Company, to the City of Beaumont, a municipal corporation, is hereby accepted by Mike Lara, Mayor on behalf of the City of Beaumont pursuant to City Council Resolution #_____ and the City of Beaumont consents to the recordation of the Offer of Dedication by its duly authorized officer, Mike Lara, Mayor of the City of Beaumont.

_____ _____

Date

Mike Lara, Mayor of the City of Beaumont, CA

ATTEST:

CITY CLERK

By:_____

Recording requested by:
CITY OF BEAUMONT

When Recorded Mail To:
City of Beaumont Planning Dept.
550 E. Sixth Street
Beaumont, CA 92223

OFFER OF DEDICATION NO. 21-D-001

"BEAUMONT RV AND SELF STORAGE, LLC"
(Property Owner(s))

hereby irrevocably offer(s) to DEDICATE to the CITY OF BEAUMONT, for Public road and Public utility easement purposes, over and under the real property in the County of Riverside, State of California, described as follows:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED)

Signature Edward T. Shipley III
Title/ Edward T. Shipley, III, SVP,
Signature Live Oak Banking Company

See Attached Notary

Edward T. Shipley, III executes this document on behalf of Live Oak Banking Company ("LOB"), the original beneficiary of the deeds of trust recorded in the public records of Riverside County:
-DOC #2020-0144610
-DOC #2020-0144613
LOB consents to this dedication hereto and agrees that it or any party acquiring title or right of possession under or by virtue of said deeds of trust, foreclosure or otherwise, shall be bound by said dedication.

MAIL TAX STATEMENTS TO:

DEPARTMENT USE OLNY

This Offer of Dedication No. 21-D-001 **is approved**

By: _____

Title: _____

Date: _____

SURVEY DEPARTMENT APPROVAL

On April 26, 2021 before me, Maureen M. Bradley,
Date *Here Insert Name and Title of the Officer*

personally appeared Edward T. Shipley, III, SVP, Live Oak Banking Company
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

Signature Maureen M. Bradley
Signature of Notary Public

My Commission Expires: 08/16/22

Place Notary Seal Above

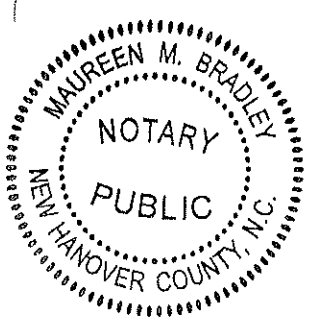


EXHIBIT "A" – LEGAL DESCRIPTION

OFFER OF DEDICATION NO. 21-D-001

THENCE along said line, North 89°57'32" East, a distance of 4.00 feet to the Westerly sideline of said California Street;

THENCE along said sideline, North 00°00'25" East, a distance of 365.28 feet to the Southerly sideline of said First Street;

THENCE along said sideline, South 89°59'39" West, a distance of 799.88 feet to the **POINT OF BEGINNING.**

Containing 4906 square feet, more or less.

Subject to all covenants, rights, dedications, rights of way and easements of record, if any.

SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This description was prepared by me or under my direction.

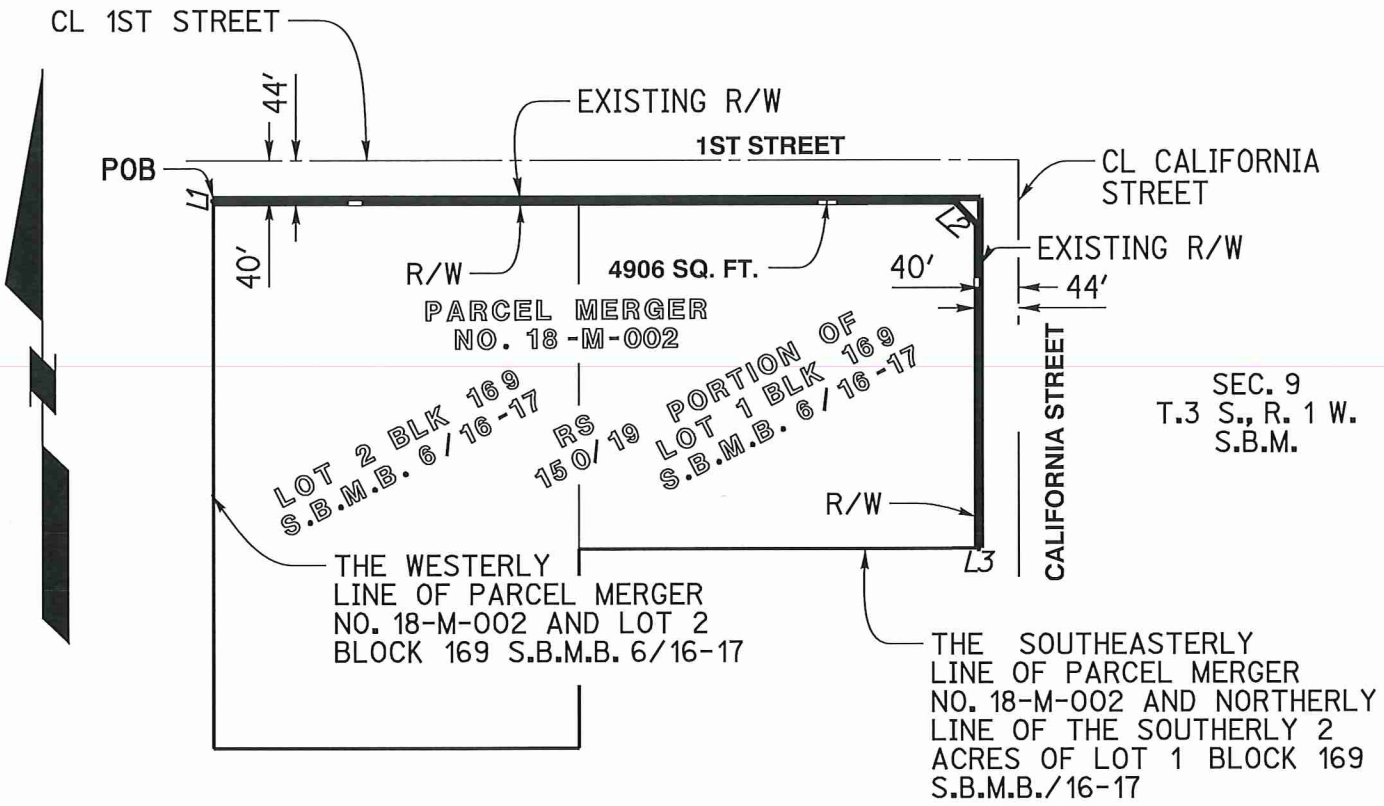
William Rohal L.S. 8805

Date 4-27-2021

EXHIBIT "B"

CITY OF BEAUMONT PUBLIC ROAD AND PUBLIC UTILITY EASEMENT
OFFER OF DEDICATION NO. 21-D-001

SHEET 1 OF 1



LINE TABLE

NAME	DIRECTION	LENGTH
L1	N 0°00'33" W	4.00'
L2	N 44°59'58" W	32.35'
L3	N 89°57'32" E	4.00'

SCALE: 1" = 200'

200 0 200 400

INDICATES OFFER OF DEDICATION AS DESCRIBED IN ATTACHED EXHIBIT "A"

S.B.M.B. INDICATES SAN BERNARDINO MAP BOOK

LICENSED LAND SURVEYOR
WILLIAM ROHAL
No. 8805
STATE OF CALIFORNIA

RICK ENGINEERING COMPANY
Riverside
1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
San Diego - Orange - San Luis Obispo - Bakersfield - Sacramento - Phoenix - Tucson

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\\cp.rickeng.com\projects\C_RIV_G\18115\Survey\Easement\18115plt01_rw_esmt.dgn PLOT DATE: 20-APR-2021 JN 18115

Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE June 1, 2021

SUBJECT: Beaumont Unified School District Agreement for Livescan Fingerprinting

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Background and Analysis:

The Beaumont Police Department has been providing the Beaumont Unified School District (District) with livescan fingerprinting service since 2013. The current annual agreement expires July 1, 2021. City staff recommends the approve renewal of this Agreement through June 30, 2022.

The District agrees to compensate the City $16.00 per livescan for Beaumont residents and $25.00 per livescan for non-residents. The District has their own billing number for any additional fess that the Department of Justice charges. The Beaumont Police Department bills the District on a monthly basis for livescans preformed. Revenue and expenses for these services are included in the proposed FY2022 budget.

Fiscal Impact:

City staff estimates the cost to prepare this report is $98.

Recommended Action:

Approve the Agreement with the Beaumont Unified School District for Livescan services.

Attachments:

A. Agreement

Beaumont Unified School District
Agreement for Live Scan Services

ORIGINATING DEPARTMENT: HUMAN RESOURCES

ACCOUNTING CODE: 03-500-0000-0-0000-7401-5831

This Agreement was made and entered into on the **1st day of July 2021,** by and between the **BEAUMONT UNIFIED SCHOOL DISTRICT ("DISTRICT")** and the **CITY OF BEAUMONT ("CITY").**

1. CITY agrees to render the following services in accordance with directions stipulated by DISTRICT or a person so delegated:

   CITY will provide Live Scan fingerprint service at a rate not to exceed rate set by City Council Resolution, as adopted from time to time. CITY will follow all standards of the industry and maintain strict confidentiality of all Live Scan results. With respect to Live Scan fingerprint services, CITY agrees to abide by all applicable California law and regulations on behalf of the DISTRICT.

2. DISTRICT agrees to compensate CITY for services rendered in an amount not to exceed **$16.00** per Live Scan for residents and **$25.00** per Live Scan for non-residents until such rates are changed by Resolution of City Council. The amount due to CITY shall be paid within a reasonable time not to exceed 60 days after the performance of services by CITY and an itemized monthly bill is rendered to DISTRICT. CITY shall reference DISTRICT Purchase Order numbers on all billings submitted to DISTRICT.

3. **Suspension of Live Scan Services**

   The Parties acknowledge that on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in the State of California as a result of COVID-19 and on March 19 2020, Governor Newsom signed Executive Order 33-20 (commonly known as the "Safer at Home, Stay at Home" order) to preserve public health and safety throughout the entire State of California during the COVID-19 pandemic. The Parties agree and acknowledge that in the interest of public health and safety, CITY, in its sole and absolute discretion and from time to time, may suspend Live Scan services set forth in this Agreement. In the event CITY suspends services under this Agreement, CITY shall promptly notify DISTRICT of said suspension.

4. **Mutual Indemnification and Hold Harmless**

   CITY shall indemnify and hold harmless DISTRICT, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including

reasonable attorney's fees, for personal or bodily injuries or property damage arising from the sole negligence or willful misconduct of CITY's officers, employees, representatives, agents or volunteers in carrying out CITY's duties under this Agreement.

DISTRICT shall indemnify and hold harmless CITY, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney's fees, for personal or bodily injuries or property damage arising from the sole negligence or willful misconduct of DISTRICT's officers, employees, representatives, agents or volunteers in carrying out DISTRICT's duties under this Agreement.

5. It is agreed that CITY is acting as an independent contractor and not as an agent or employee of DISTRICT.

6. Unless terminated earlier as provided for herein, the term of this Agreement shall be from **July 1, 2021 through June 30, 2022**.

7. Contact information for the parties is:

DISTRICT:

Beaumont Unified School District
Attn: Assistant Superintendent Business Services
350 W. Brookside Avenue
Beaumont, CA 92223
Office: (951) 845-1631, x5360
Fax: (951) 845-4561

CITY:

City of Beaumont
Attn: Chief of Police
550 E. Sixth Street
Beaumont, CA 92223
Office: (951) 769-8520
Fax: (951) 769-8526

8. This Agreement may be amended by the mutual consent of the parties hereto as indicated (both parties must initial):

BUSD INITIAL _____ CITY INITIAL _____

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE PAGE TO

BEAUMONT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR LIVE SCAN SERVICES
(CITY OF BEAUMONT)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BEAUMONT UNIFIED SCHOOL DISTRICT

Print Name: Penni S. Harbauer

Signature: _____
Assistant Superintendent of Business Services

Date: May 12, 2021

CITY OF BEAUMONT

_____
Mike Lara, Mayor

Date: _____

ATTEST:

_____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

_____
John O. Pinkney, City Attorney

Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE June 1, 2021

SUBJECT: Approval of Gann Limit for Fiscal Year 2021-2022

Background and Analysis:

In November 1979, Proposition 4 (Gann Initiative) was adopted by the State of California. Proposition 4 created Article XIIIB of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Proposition 4 was modified by Proposition 111 in June 1990. Proposition 111 provided new adjustment formulas for the calculation of the annual appropriations limit.

The appropriations limit is based on actual appropriations during the 1978-79 Fiscal Year and is increased each year using the growth of population and inflation. Not all revenues are restricted by the appropriations limit, only those that are referred to as “proceeds of taxes.”

The limit is calculated by taking the prior year’s limit and applying growth factors as appropriate. The growth factors are determined by 1) the change in population in either the City or the County, and 2) the change in per capita income or non-residential new construction.

These growth factors increased the appropriations limit from $95,703,509 for FY2021 to $103,059,285 for FY2022.

As Identified in Attachment A, the revenues subject to the appropriation limit for FY2022 total $21,424,656. The City is well below the Gann limit for the upcoming fiscal year.

Fiscal Impact:

City staff estimates the cost to prepare this staff report to be $245.

Recommended Action:

Waive the full reading and adopt by title only a “Resolution of the City Council of the City of Beaumont, approving the Appropriation Limit for the 2021-22 Fiscal Year.”

Attachments:

A. Appropriation Limit Calculation for the Fiscal Year ending June 30, 2022.
B. Resolution of the City Council approving the FY 2021-22 Appropriation Limit.

CITY OF BEAUMONT

APPROPRIATION LIMIT CALCULATION
FOR THE YEAR ENDING JUNE 30, 2022

APPROPRIATION LIMIT JUNE 30, 2021				$ 95,703,509
PRICE CHANGE (1):				
PER CAPITA INCOME	5.73%			
NON-RESIDENTIAL NEW CONSTRUCTION	1.91%			
GREATER OF TWO OPTIONS		5.73%		
POPULATION CHANGE (2):				
BEAUMONT 1/1/21	1.85%			
RIVERSIDE COUNTY 1/1/21	0.67%			
GREATER OF TWO OPTIONS		1.85%		
CALCULATION FACTOR FOR JUNE 30, 2021				
PER CAPITA PERCENTAGE INCREASE			1.0573	
POPULATION PERCENTAGE INCREASE			1.0185	
TOTAL (PER CAPITA x POPULATION)				1.07686005
GROSS APPROPRIATION LIMIT JUNE 30, 2022				$ 103,059,285
ADJUSTMENTS:				0
APPROPRIATIONS LIMIT FOR 2021-2022				$ 103,059,285
PROCEEDS OF TAXES SUBJECT TO APPROPRIATION				21,424,656
AMOUNT LIMIT EXCEEDS TAXES SUBJECT TO LIMIT				$ 81,634,629

CONCLUSION: THE CITY HAS NOT EXCEEDED ITS APPROPRIATION LIMIT FOR THE '20-'21 YEAR.
THE CITY WILL NOT EXCEEDED ITS APPROPRIATION LIMIT FOR THE '21-'22 YEAR.

(1) ALLOWED TO USE THE LARGER OF THE STATE'S PER CAPITA INCOME INCREASE OR THE CITY'S INCREASE IN TAXABLE PROPERTY VALUES DUE TO NON-RESIDENTIAL CONSTRUCTION AS A PERCENTAGE OF THE TOTAL TAXABLE VALUE INCREASE.

(2) ALLOWED TO USE THE LARGER OF CITY'S OR COUNTY'S PERCENTAGE POPULATION INCREASE

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA APPROVING THE APPROPRIATION LIMIT FOR THE 2021-22 FISCAL YEAR

WHEREAS, Article XIIIB of the Constitution of the State of California was adopted in November 1979, establishing Proposition 4, placing limits on the amount of revenue which can be appropriated by any governmental agency in any fiscal year; and

WHEREAS, Proposition 111 was adopted in June 1990, amending Proposition 4, to change adjustments factor's to using the greater of the percentage change in population in the City or the County, and greater of the percentage change in per capita income or non-residential new construction; and

WHEREAS, the percentage change in population was 1.85% in the City of Beaumont and the percentage change in State per capital personal income was 5.73%, and

WHEREAS, the "proceeds of taxes" for the City of Beaumont will not exceed the appropriations limit for fiscal year 2021-22,

NO**W, THEREFORE IT IS HEREBY RESOLVED, by** the City Council of the City of Beaumont, California, as follows:

Section 1. That the appropriations limit for the City of Beaumont for Fiscal Year 2021-22 shall be $103,059,285 and

Section 2. That the adjustment factors used in calculating the new limit shall be the percentage changes 1) in the population of the City of Beaumont, and 2) State per capita personal income change over prior year

MOVED, PASSED AND ADOPTED this 1st day of June 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
_____, Mayor

ATTEST:

_____
Deputy City Clerk

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 1, 2021

SUBJECT: **Award an Agreement for Maintenance Services to Couts Heating and Cooling, Incorporated, in an Amount Not-to-Exceed $29,800 for the Purchase, and Installation of an Energy Management System Modernization**

Background and Analysis:

The Community Services Department continues to seek opportunities to implement the latest technology and energy efficient infrastructure systems throughout all City-owned facilities. Activities at the Community Recreation Center (CRC) is increasing as the COVID-19 restrictions lessen and City staff requests authority to purchase an automated commercial climate control system to provide maximum efficiency, control, and comfort for the facility.

Beaumont Municipal Code Chapter 3.01.040(B) states that maintenance work and other general services projects with cost estimates of more than $25,000.00, but less than or equal to $45,000.00, may be awarded by the City Council, upon recommendation of the City Manager, by any "*alternative procedure*" as defined in Section 3.01.010. *"Alternative procedure"* means purchasing supplies, services or equipment by negotiated contract, purchase order or any other procedure outlined in the City's purchasing and bidding policies and procedures manual approved by the City Manager and consistent with the purchasing code. A type of alternative procedure may include, but is not limited to, what will be referred to as a "*simplified pricing procedure*" wherein oral price quotes are obtained from one or more potential contractors or suppliers and City staff accepts the quote which is determined to be in the best interests of the City.

Requests and specifications were sent to various commercial HVAC companies and two written responses were received as follows:

Couts Heating and Cooling, Inc.	$29,800.00, and
Select ACR Inc.	$38,283.00.

Couts Heating and Cooling, Inc. (Couts), maintains the CRC's current system and is the most familiar with the mechanical HVAC system and the operating system that controls the thermostats. This current operating system is out of date and City staff has lost the ability to control the system automatically via the internet.

The quote provided by Couts is for a Pelican Wireless EMS and includes the following scope:

a. Demolition of the existing Trend Controller;
b. Provide and install (1) Gateway and (1) Repeater;
c. Provide and install (3) Pelican Z8 VVT controller, (8) TS200 Thermostat, (8) TAI module, and (8) Supply air sensors (*reuse existing actuators and transformers*) for the VVT Zone Systems;
d. Provide and install (10) TS200 Thermostat, (10) TAI module, and (10) Supply air sensors for AC package units; and
e. Warranty 1 year on parts and 90 days labor.

This new system will allow City staff to control the air conditioning and heating temperature from anywhere, including off site, and includes the ability to set up climate control functions. No other additional costs are necessary, such as monthly maintenance or subscription service.

Fiscal Impact:

Building maintenance costs are included in the adopted FY2021 budget and allocated to account code 100-6000-7068-6045.

Recommended Action:

Award and Agreement for Maintenance Services to Couts Heating and Cooling, Incorporated, in an amount not to exceed $29,800 for the purchase and installation of an Emergency Management System Modernization;
Authorize the City Manager to approve any change orders up to $2,980; and
Authorize the City Manager to execute the agreement on behalf of the City.

Attachments:

A. Agreement for Maintenance Services
B. Quotes

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 2nd day of June 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and COUTS HEATING AND COOLING, INC. whose address 1693 Rimpau Avenue, Corona California, 92881 ("CONTRACTOR").

RECITALS

A. CONTRACTOR submitted a proposal ("Proposal") in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit "A"** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal. Contractor shall commence the Services on or before June 7, 2021 and shall complete the Services no later than 30 days. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed twenty-nine thousand eight-hundred dollars and zero cents ($29,800).

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms other than the Services to be rendered and the price for

the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment, and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5.02 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees, and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.03 Business Auto Coverage in an amount no less than $1 million per accident.

If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.04 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

[signatures on following page]

CITY:

CITY OF BEAUMONT

By: _____

Todd Parton, City Manager

Date: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPOSAL

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Couts Heating and Cooling, Inc.

Established 1978

Industrial • Commercial • Air Conditioning
Mechanical Piping • Energy Management • Service

Scope of Work
PELICAN WIRELESS

September 4, 2020

Project: Beaumont Community Center

Ref: Energy Management System Modernization

.

Couts Heating and Cooling, Inc. will provide material and labor according to the following scope of work for the sum of:

Base Bid…….…..……. $ 29,800.00

Scope of Work:

1. Demo existing Trend Controller.
2. Provide and install (1) Gateway and (1) Repeater.
3. Provide and install (3) Pelican Z8 VVT controller, (8) TS200 Thermostat, (8) TAI module, and (8) Supply air sensors (*reuse existing actuators and transformers*) for the VVT Zone Systems.
4. Provide and install (10) TS200 Thermostat, (10) TAI module, and (10) Supply air sensors for AC package units.
5. Warranty 1 year on parts and 90 days labor.

Exclusions:

1. Any additional components not mentioned above.
2. CO2 Sensor.
3. Any t-stat location or lowering t-stat heights to DSA standard.
4. Troubleshooting controller, mechanical equipment, and VAV boxes.
5. All 110v power wiring and conduit.
6. All conduit and underground site conduit.
7. All permits and licenses.
8. Split system wiring & controls
9. Ethernet and phone line connection.
10. Premium Time.
11. Duct/smoke detectors and connections to Fire Alarm System.
12. Bond (Add 0.88%)

Signed

Andrew Sudibjo

Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE June 1, 2021

SUBJECT: **Public Hearing for the Dissolution of Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1**

Background and Analysis:

On April 20, 2021, the City Council adopted Resolution No. 2021-20 stating its intention to form CFD No. 2021-1 (the "District") and dissolve Improvement Area Nos. 19D and 19F of City of Beaumont Community Facilities District No. 93-1 (the "Improvement Areas"), and Resolution No. 2021-21 stating its intention to incur bonded indebtedness in an amount not to exceed $19,500,000. This was the initial step in the formation process of the District and the dissolution of the Improvement Areas and such resolutions called for a public hearing to be held on the formation of the District on June 1, 2020. The District consists of 529 proposed single family homes. Following the closing of the public hearing, the City Council will be asked to adopt resolutions establishing the District and determining the necessity to incur bonded indebtedness in an amount not to exceed $19,500,000. The adoption of such resolutions will call for an election to be conducted by the City Clerk on the authorization of the levy of the special tax described in the Rate and Method of Apportionment of the Special Tax and the approval of the issuance of bonds in an amount not to exceed $19,500,000. On file with the City Clerk is a Certificate of the Registrar of Voters of the County of Riverside confirming that there are no registered voters residing within the boundaries of the District. Accordingly, the election will be a landowner election at which each property owner within the District will have one vote for each acre (or portion thereof) of land it owns within the boundaries of the District that is not exempt from the proposed special tax. There are three current landowners within the District, SDC Fairway Canyon, LLC, D.R. Horton Los Angeles Holding Company, Inc. and Woodside 05S, LP (collectively, the "Developers"), and each has executed a waiver waiving certain election law requirements and consenting to the holding of the election on the issuance of the Bonds and the levy of the special tax immediately following the public hearing.

The Developers have been previously provided with a ballot which will have been returned to the City Clerk. The City Clerk will conduct the election and read the results to the City Council which will then be requested to adopt a resolution certifying the election results. Assuming the ballot measures pass, the City Council would then be asked to introduce the ordinance levying the special tax in the newly created District and separate ordinances dissolving the Improvement Areas. The Improvement Areas will be dissolved upon the formation of the District and the special tax liens that were approved in connection with the Improvement Areas will be extinguished.

Pursuant to the Rate and Method of Apportionment that governs how the special taxes will be levied within the District, four separate special taxes will be levied: 1) a special tax to finance the construction of facilities benefiting the District, that ranges between $1,545 and $2,380 per unit of developed property, 2) a special tax for maintenance services to benefit the District of $205 per unit of developed property in Fiscal Year 2021-22, 3) an additional contingent special tax for maintenance services to benefit the District of $624 per unit of developed property in Fiscal Year 2021-22, which will only be imposed if the homeowner's association within the District fails to maintain certain of the homeowners' association owned property, and 4) a special tax for public services benefiting the District of $509 per unit of developed property in Fiscal Year 2021-22. The rates for each of the two maintenance special taxes for services will increase annually by the greater of 2% or an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year, and the rate for the public services special tax will increase annually by the greater of 5% or an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year, but the rate for the special tax for facilities does not increase annually. The special tax to finance the construction of facilities benefiting the District will be used only to finance actual facilities, and will not be used to finance fees, such as development impact fees.

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

In addition, the City, the District and SDC Fairway Canyon, LLC ("SDC"), one of the Developers, desire to enter into an acquisition agreement (the "Acquisition Agreement") pursuant to which the City shall acquire public facilities completed by the SDC with proceeds of bonds issued by the District, if and when such bonds are issued.

Fiscal Impact:

There is no impact on the general fund to pay any costs associated with the proposed formation of the District. $50,000 has been advanced to the City by SDC to finance initial costs of the formation of the District and the dissolution of the Improvement Areas. In the event that any bonds are issued by the District, SDC would be entitled to reimbursement of costs advanced pursuant to the Reimbursement Agreement. The inclusion of the Special Tax for Public Services will produce an estimated $242,335 in annual revenues (net of administrative expenses) for public safety at build out (based on the initial rate of $509 per unit). The inclusion of the Special Tax for Maintenance Services will produce an estimated $297,086 in annual revenues (net of administrative expenses) for operations and maintenance at build out (based on the initial rate within $205 per unit).

Recommended Action:

Hold a Public Hearing;

Waive the full reading and adopt by title only, “Resolution of the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of Special Taxes Calling an Election Therein;”

Waive the full reading and adopt by title only, “Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Determining the Necessity to Incur Bonded Indebtedness within the Community Facilities District and Calling Elections Therein;”

Hold an election within CFD No, 2021-1;

Waive the full reading and adopt by title only, “Resolution of the City Council, Acting in its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Certifying the Results of the June 1, 2021 Special Tax and Bond Elections;”

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of a Special Tax within the Community Facilities District;”

Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19D of the

City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19D;" and

Waive the full first reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19F of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19F."

Attachments:

A. Resolution of Formation
B. Resolution to Incur Bonded Indebtedness
C. Resolution Certifying Election Results
D. Ordinance Authorizing Special Tax
E. Ordinance Dissolving IA 19D
F. Ordinance Dissolving IA 19F
G. Acquisition Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), AUTHORIZING THE LEVY OF SPECIAL TAXES AND CALLING AN ELECTION THEREIN

Intent of the Parties and Findings

(i) The property proposed to be included in the Community Facilities District (as defined below) consists of territory that is currently located within Improvement Area No. 19D of City of Beaumont Community Facilities District No. 93-1 ("Improvement Area No. 19D") and Improvement Area No. 19F of City of Beaumont Community Facilities District No. 93-1 ("Improvement Area No. 19F"); and

(ii) Improvement Area No. 19D and Improvement Area No. 19F will be dissolved contingent upon the formation of the Community Facilities District; and

(iii) The City Council (the "City Council") of the City of Beaumont, California (the "City") has heretofore adopted Resolution No. 2021-20 (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

(iv) A copy of the Resolution of Intention setting forth a description of the proposed boundaries of the Community Facilities District, the rate and method of apportionment of special tax for the Community Facilities District (the "Rate and Method"), the facilities and the incidental expenses to be financed by the Community Facilities District (the "Facilities" and "Incidental Expenses," respectively) and the services to be provided by the Community Facilities District (the "Services") is on file with the City Clerk, and the Resolution of Intention is incorporated herein by reference; and

(v) A combined notice of a public hearing to be held on June 1, 2021 was published and mailed to all landowners of the land proposed to be included within the Community Facilities District; and

(vi) On June 1, 2021 the City Council opened the public hearing (the "Hearing") as required by law; and

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

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

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

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

(xi) On the basis of all of the foregoing, the City Council has determined at this time to proceed with the establishment of the Community Facilities District and with the calling of an election within the boundaries of the Community Facilities District to authorize (i) the levy of special taxes within the Community Facilities District pursuant to the Rate and Method, (ii) the issuance of bonds by the Community Facilities District to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for the Community Facilities District; and

(xii) The legislative body of the District desires to approve the form of an Acquisition Agreement relating to the District, by and among the City, the District and SDC Fairway Canyon, LLC (the "Acquisition Agreement");

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

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

SECTION 2. The Community Facilities District to be designated "City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon)" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the Community Facilities District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

SECTION 3. The boundaries of the Community Facilities District are established as shown on the map designated "Boundary Map City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), County of Riverside, State of California," which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County of Riverside Book of Boundary Maps in the County Recorder's Office in Book No. 86 at pages 98-99 as Document No. 20210282887 on May 6, 2021.

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

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

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

SECTION 5. The City Council hereby adopts the Rate and Method as the rate and method of apportionment for the Community Facilities District. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters within the Community Facilities District, to levy the proposed special taxes in the Community Facilities District at the rates set forth in the Rate and Method on all non-exempt property therein sufficient to pay (i) the Facilities and the principal and interest and other periodic costs on the bonds proposed to be issued by the Community Facilities District to finance the Facilities, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash) and other expenses of the type permitted by Section 53345.3 of the Act; (ii) the Incidental Expenses; and (iii) the costs for providing the Services. The Community Facilities District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the Community Facilities District, providing for the issuance of bonds, the levying and collecting of the special tax, the completion and inspection of the Facilities, the provision of Services and the annual administration of the bonds and the Community Facilities District. The Rate and Method is described in detail in Exhibit B hereto and incorporated herein by this reference, and the City Council hereby finds that said Exhibit B contains sufficient detail to allow each landowner within the Community Facilities District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Community Facilities District Report, which is incorporated by reference herein, the special tax is based on the expected demand that each parcel of real property within the Community Facilities District will place on the Facilities and each parcel of real property's share of the expected costs of the Services and, accordingly, is hereby determined to be reasonable. The special tax shall be levied on each assessor's parcel in the Community Facilities District pursuant to the Rate and Method, but the special tax for Facilities shall not be levied after Fiscal Year 2061-62. The special tax is apportioned to each parcel in the Community Facilities District on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not a tax on or a tax based upon the ownership of real property. It is the intention of the City Council that the special tax shall be levied only upon the dissolution of Improvement Area No. 19D and Improvement Area No. 19F and that the dissolution of Improvement Area No. 19D and Improvement Area No. 19F shall be subject to the formation of the Community Facilities District, the approval of the rate and method of apportionment, and the approval of the issuance of the Obligations by the eligible voters therein.

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

SECTION 6. In the event that a portion of the property within the Community Facilities District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in the Rate and Method, the City Council shall, on behalf of the Community Facilities District, increase the levy to the extent necessary and permitted by law and these proceedings upon the

remaining property within the Community Facilities District which is not delinquent or exempt in order to yield the required debt service payments on any outstanding bonds for the Community Facilities District or to prevent the Community Facilities District from defaulting on any other obligations or liabilities for the Community Facilities District; provided, however, that under no circumstances shall the Special Tax in the Community Facilities District be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults in the Community Facilities District. The amount of the special tax will be set in accordance with the Rate and Method.

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

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

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

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

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

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

SECTION 13. The date of the elections within the Community Facilities District shall be June 1, 2021, or such later date as is consented to by the City Clerk and the landowners within the

Community Facilities District. The City Clerk shall conduct the election and all ballots shall be received by, and the City Clerk shall close the elections by, 10:00 p.m. on the election day; provided the elections shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Except as otherwise provided by the Act, the elections shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are no registered voters within the territory of the Community Facilities District, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she or it owns within the Community Facilities District. The voters shall be the landowners of record within the Community Facilities District as of June 1, 2021.

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

SECTION 15. The City Council finds that the formation of the Community Facilities District is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct of reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because such formation has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that the formation of the Community Facilities District is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

SECTION 16. The City may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the Community Facilities District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

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

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

PASSED, APPROVED and ADOPTED this 1st day of June, 2021.

Mike Lara, Mayor

I, Stephen Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Stephen Mehlman, City Clerk

EXHIBIT A

SAMPLE BALLOT

CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

SPECIAL TAX AND SPECIAL BOND ELECTION

June 1, 2021

This ballot represents ___ votes.

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

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") incur an indebtedness and issue bonds in the maximum principal amount of $19,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2021-20 of the City Council of the City of Beaumont?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation adopted by the City Council of the City of Beaumont on June 1, 2021 for the Community Facilities District be levied to pay for the Facilities, Incidental Expenses and Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2021-20?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2021-22, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIIIB of the California Constitution, for the Community Facilities District be an amount equal to $2,000,000?	YES_____ NO_____

EXHIBIT B

RATE AND METHOD

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON) OF THE CITY OF BEAUMONT

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2021-1 (Fairway Canyon) ("CFD No. 2021-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2021-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2021-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City, designee thereof, or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2021-1, or any designee thereof complying with arbitrage rebate requirements; the costs to the City, CFD No. 2021-1, or any designee thereof complying with City or major property owner disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; and the costs associated with the issuance of Bonds, the City's annual administration fees, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2021-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2021-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section E below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section F below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2021-1 which indicates the boundaries of CFD No. 2021-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2021-1" or **"CFD"** means City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2021-1, or its designee.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Items for All Urban Consumers: in the Riverside-San Bernardino-Ontario area." In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section K, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section E.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance of landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2021-1 and the City.

"Maintenance Services (Contingent)" means the Maintenance Services described above and permitted under the Act, contained within CFD No. 2021-1 and the City, which are proposed to be maintained and paid for through the Property Owner Association, and all to which the City has been granted an easement allowing such maintenance in any Fiscal Year following a Failure to Perform as defined in Section D hereof.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, the Maximum Special Tax for Public Services, and the Maximum Special Tax for Maintenance Services (Contingent).

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services (Contingent)" means the maximum Special Tax for Maintenance Services (Contingent), determined in accordance with Section C, which can be levied

by CFD No. 2021-1 on any Assessor's Parcel for any Fiscal Year following the Fiscal Year in which there is a Failure to Perform as defined in Section D hereof. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2021-1, it shall not be less than 62.11 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.87 acres, (ii) Zone 2 – 22.00 acres, (iii) Zone 3 – 15.19 acres, and (iv) Zone 4 – 17.05 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Maintenance Services (Contingent)" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services (Contingent) and the Administrative Expenses attributable to providing such Maintenance Services (Contingent).

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section I.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section H.

"Property Owner Association" means the Fairway Canyon Community Association, or its successors, which was formed for the purpose of marketing, selling, and managing the common interests of the homes and lots within CFD No. 2021-1.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to the Property Owner Association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property, and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the

Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property, and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2021-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Public Services, and the Special Tax for Maintenance Services (Contingent).

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Maintenance Services (Contingent)" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services (Contingent). Under no circumstances shall this Special Tax be eligible for prepayment of any kind. The Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2021-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Maintenance Services (Contingent)" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (Contingent), (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services (Contingent) as determined by the CFD Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services (Contingent) include funds for bonds. The Special Tax Requirement for Maintenance Services (Contingent), if initiated, will be applied to all parcels in addition to, and not in lieu of, the Special Tax Requirement for Maintenance Services.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Public Services, (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2021-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2021-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1, 2, 3, or 4 as geographically identified on the Boundary Map.

"Zone 1" means the specific geographic area as depicted on the Boundary Map.

"Zone 2" means the specific geographic area as depicted on the Boundary Map.

"Zone 3" means the specific geographic area as depicted on the Boundary Map.

"Zone 4" means the specific geographic area as depicted on the Boundary Map.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the four Zones based upon its geographic location and further classified as Developed Property, Final Map Property, or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

SECTION C
MAXIMUM SPECIAL TAXES

1. Developed Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section E below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section E below.

b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $205 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $1,744 per Acre and is applicable to all four Zones.

   On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $624 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

   On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

d. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $509 per unit and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.

b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be $1,744 per Acre and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be $5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or ii) two percent (2%).

d. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.

b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services or the Maximum Special Tax for Maintenance Services (Contingent).

c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

SECTION D
AUTHORITY TO LEVY SPECIAL TAX FOR MAINTENANCE SERVICES (CONTINGENT)

The City Council may levy the Special Tax for Maintenance Services (Contingent), applicable to all four Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a **"Failure to Perform"**):

a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;

b. the Property Owner Association is dissolved;

c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or

d. the Property Owner Association fails to maintain the Maintenance Services at the same level as defined within the Property Owner Association maintenance specifications. In the event the Property Owner Association maintenance specifications do not meet either the City or County maintenance requirements, the City Council will have sole discretion to determine the required level of maintenance required for purposes of this section.

In the event of the occurrence of a Failure to Perform described in "c." or "d." above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent).

The City Council may suspend the levy of Special Tax for Maintenance Services (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax for Maintenance Services (Contingent), it will apply to all taxable parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

SECTION E
ASSIGNED SPECIAL TAX FOR FACILITIES

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to

an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Tables 1 - 4 below based upon the Zone in which the Assessor's Parcel is located.

TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	$1,745 per Dwelling Unit
Residential Property	1,801 – 2,000	$1,845 per Dwelling Unit
Residential Property	2,001 – 2,200	$1,945 per Dwelling Unit
Residential Property	2,201 – 2,400	$2,045 per Dwelling Unit
Residential Property	2,401 – 2,600	$2,145 per Dwelling Unit
Residential Property	2,601 – 2,800	$2,245 per Dwelling Unit
Residential Property	Greater than 2,800	$2,345 per Dwelling Unit
Non-Residential Property	N/A	$18,347 per Acre

TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	$1,545 per Dwelling Unit
Residential Property	1,801 – 2,000	$1,645 per Dwelling Unit
Residential Property	2,001 – 2,200	$1,745 per Dwelling Unit
Residential Property	2,201 – 2,400	$1,845 per Dwelling Unit
Residential Property	2,401 – 2,600	$1,945 per Dwelling Unit
Residential Property	2,601 – 2,800	$2,045 per Dwelling Unit
Residential Property	Greater than 2,800	$2,145 per Dwelling Unit
Non-Residential Property	N/A	$16,210 per Acre

TABLE 3
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 3

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	$1,840 per Dwelling Unit
Residential Property	1,401 – 1,600	$1,930 per Dwelling Unit
Residential Property	1,601 – 1,800	$2,020 per Dwelling Unit
Residential Property	1,801 – 2,000	$2,110 per Dwelling Unit
Residential Property	2,001 – 2,200	$2,200 per Dwelling Unit
Residential Property	2,201 – 2,400	$2,290 per Dwelling Unit
Residential Property	Greater than 2,400	$2,380 per Dwelling Unit
Non-Residential Property	N/A	$19,194 per Acre

TABLE 4
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 4

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	$1,640 per Dwelling Unit
Residential Property	1,401 – 1,600	$1,730 per Dwelling Unit
Residential Property	1,601 – 1,800	$1,820 per Dwelling Unit
Residential Property	1,801 – 2,000	$1,910 per Dwelling Unit
Residential Property	2,001 – 2,200	$2,000 per Dwelling Unit
Residential Property	2,201 – 2,400	$2,090 per Dwelling Unit
Residential Property	Greater than 2,400	$2,180 per Dwelling Unit
Non-Residential Property	N/A	$14,991 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - $18,347
2. Zone 2 rate per Acre - $16,210
3. Zone 3 rate per Acre - $19,194
4. Zone 4 rate per Acre - $14,991

SECTION F
BACKUP SPECIAL TAX FOR FACILITIES

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

SECTION G
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

1. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section E as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax, the Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property found not to be exempt pursuant to Section K and each Assessor's Parcel of Public Property found not to be exempt pursuant to Section K, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

4. In the first Fiscal Year that the Special Taxes for Maintenance Services (Contingent) is levied and in any subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services (Contingent) on all Taxable Property until the amount of Special Tax for Maintenance Services (Contingent) equals the Special Tax Requirement for Maintenance Services (Contingent) in accordance with the following steps:

Step One: The Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services (Contingent) as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent) after the first step has been completed, the Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services (Contingent) applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2021-1.

SECTION H
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section H:

"CFD Public Facilities" means $13,460,835 or such lessor amount as determined by the CFD Administrator, expressed in 2021 dollars, which shall increase by the Construction Inflation Index on January 1, 2022, and on each January 1 thereafter, or such lower amount (i) shall be determined by the

City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2021-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2021-1.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property, Undeveloped Property for which a building permit has been issued, or an Assessor's Parcel of Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2021-1 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	**Prepayment Amount**

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel.

2. For each Assessor's Parcel of Developed Property, Final Map Property, or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount"). Notwithstanding the foregoing, the Future Facilities Amount shall in no event be less than 0.

7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the

applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2021-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I
PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property, or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section I below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_H \times F$$

The terms above have the following meanings:
PP = the Partial Prepayment Amount.
P_H = the Prepayment Amount calculated according to Section H.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2021-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax

for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION J
TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2021-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2061-62 Fiscal Year. The Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Maintenance Services (Contingent), and the Special Tax Requirement for Public Services, respectively, as determined at the sole discretion of the City Council.

SECTION K
EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property within a Zone if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage for that Zone, as defined in Section A above. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION L
APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the

CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

(i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;

(ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2021-1; or

(iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2021-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION M
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. 2021-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION N
INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS WITHIN THE COMMUNITY FACILITIES DISTRICT AND CALLING ELECTIONS THEREIN

Intent of the Parties and Findings

(i) On April 20, 2021, the City Council (the "City Council") of the City of Beaumont, California (the "City") adopted Resolution No. 2021-20 (the "Resolution of Intention") stating its intention to form City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

(ii) On April 20, 2021, the City Council also adopted Resolution No. 2021-21 stating its intention to incur bonded indebtedness within the proposed Community Facilities District in an amount not to exceed $19,500,000 to finance: (1) the purchase, construction, expansion, improvement or rehabilitation of improvements identified in Exhibit B to the Resolution of Intention, including all furnishings, equipment and supplies related thereto and certain development impact fees that are to be used by the City to construct infrastructure (collectively, the "Facilities") and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the Community Facilities District (the "Incidental Expenses"); and

(iii) Notice was published as required by law relative to the intention of the City Council to form the proposed Community Facilities District and to incur bonded indebtedness for the Community Facilities District; and

(iv) On June 1, 2021, the City Council opened a noticed public hearing to determine whether it should proceed to form the Community Facilities District, issue bonds to pay for the Facilities and Incidental Expenses and to authorize a rate and method of apportionment of a special tax for the Community Facilities District to be levied within the Community Facilities District for the purposes described in the Resolution of Intention; and

(v) At said public hearing all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed Facilities and Incidental Expenses were heard and a full and fair hearing was held; and

(vi) Subsequent to such hearing the City Council adopted a resolution establishing the Community Facilities District (the "Resolution of Formation"); and

(vii) The City Council desires to make the necessary findings to incur bonded indebtedness for the Community Facilities District, to declare the purpose for said indebtedness, and to authorize the submittal of certain propositions to the voters of the Community Facilities District,

being the owners of land within the Community Facilities District, all as authorized and required by law;

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

SECTION 1. It is necessary to incur bonded indebtedness of the Community Facilities District in one or more series in a maximum aggregate principal amount not to exceed $19,500,000.

SECTION 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities, as described in the Resolution of Intention and the Resolution of Formation, financing the Incidental Expenses, and carrying out the powers and purposes of the Community Facilities District, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash), administrative expenses and other expenses of the type authorized by Section 53345.3 of the Act.

SECTION 3. The whole of the property within the Community Facilities District, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to the Resolution of Formation as Exhibit B, shall pay for the bonded indebtedness of the Community Facilities District pursuant to the levy of the special tax in the Community Facilities District authorized by the Resolution of Formation.

SECTION 4. The maximum term of the bonds to be issued shall in no event exceed forty (40) years.

SECTION 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

SECTION 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or the fixed rate shall not exceed the maximum rate permitted by Section 53531 of the California Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

SECTION 7. Pursuant to Section 53351 of the Act, a special election is hereby called for the Community Facilities District on the proposition of incurring the bonded indebtedness for the Community Facilities District. The proposition relative to incurring bonded indebtedness for the Community Facilities District shall be in the form set forth in Exhibit A to the Resolution of Formation. The election in the Community Facilities District on the proposition of incurring bonded indebtedness shall be consolidated with the elections and on the propositions to levy a special tax and to establish an appropriations limit for the Community Facilities District, which propositions shall be in the form set forth in Exhibit A to the Resolution of Formation.

SECTION 8. The date of the consolidated special elections for the Community Facilities District shall be June 1, 2021, or such later date as is consented to by the City Clerk of the City of

Beaumont (the "City Clerk") and the owners of land within the Community Facilities District. The elections shall be conducted by the City Clerk. Except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the elections following the adoption of the Resolution of Formation and this resolution; and all ballots shall be received by, and the City Clerk shall close the elections by, 10:00 p.m. on the election day; provided the elections shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. It is hereby found that there are no registered voters within the territory of the Community Facilities District and, pursuant to Section 53351(j) of the Act, the ballots for the special elections shall be distributed in person or by mail with return postage prepaid to the landowners of record within the Community Facilities District as of the close of the June 1, 2021 hearing regarding the formation of the Community Facilities District. Each landowner shall have one vote for each acre or portion thereof that he, she or it owns within the Community Facilities District, as provided in Section 53326 of the Act.

SECTION 9. This Resolution shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 1st day of June, 2021.

Mike Lara, Mayor

I, Stephen Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Stephen Mehlman, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), CERTIFYING THE RESULTS OF THE JUNE 1, 2021 SPECIAL TAX AND BOND ELECTIONS

Intent of the Parties and Findings

(i) The City Council (the "City Council") of the City of Beaumont, California (the "City"), acting as the legislative body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District"), called and duly held elections on June 1, 2021 within the boundaries of the Community Facilities District pursuant to Resolution No. 2021-20 for the purpose of presenting to the qualified electors within the Community Facilities District the propositions which are attached hereto as Exhibit A; and

(ii) There has been presented to the City Council a certificate of the City Clerk canvassing the results of the elections, a copy of which is attached hereto as Exhibit B;

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

SECTION 1. Each of the above recitals is true and correct and is adopted by the legislative body of the Community Facilities District.

SECTION 2. Propositions A, B and C presented to the qualified electors of the Community Facilities District on June 1, 2021 were approved by more than two-thirds of the votes cast at the election held for the Community Facilities District, and each of Propositions A, B and C for the Community Facilities District has carried. The City Council is hereby authorized to levy on the land within the Community Facilities District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in an amount not to exceed $19,500,000 as specified in Proposition A.

SECTION 3. The City Clerk is hereby directed to record in the Office of the County Recorder within fifteen days of the date hereof a notice of special tax lien for the Community Facilities District which Bond Counsel to the Community Facilities District shall prepare in the form required by Streets and Highways Code Section 3114.5.

PASSED, APPROVED and ADOPTED this 1st day of June, 2021.

Mike Lara, Mayor

I, Stephen Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Stephen Mehlman, City Clerk

EXHIBIT A

SAMPLE BALLOT

CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

SPECIAL TAX AND SPECIAL BOND ELECTION

June 1, 2021

This ballot represents ___ votes.

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

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") incur an indebtedness and issue bonds in the maximum principal amount of $19,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2021-20 of the City Council of the City of Beaumont?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation adopted by the City Council of the City of Beaumont on June 1, 2021 for the Community Facilities District be levied to pay for the Facilities, Incidental Expenses and Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2021-20?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2021-22, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIIIB of the California Constitution, for the Community Facilities District be an amount equal to $2,000,000?

YES_____

NO_____

EXHIBIT B

CERTIFICATE OF THE CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Stephen Mehlman, City Clerk of the City of Beaumont, do hereby certify that I have examined the returns of the Special Tax and Bond Election for City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District"). The election was held in the chambers of the City Council at 550 East 6th Street, Beaumont, California, on June 1, 2021. I caused to be delivered a ballot to the authorized representative of each qualified elector within each the Community Facilities District. Three (3) ballots were returned.

I further certify that the results of said elections and the number of votes cast for and against Propositions A, B and C for the Community Facilities District are as follows:

COMMUNITY FACILITIES DISTRICT

PROPOSITION A	PROPOSITION B	PROPOSITION C
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:

Dated this 1st day of June, 2021.

Stephen Mehlman, City Clerk
City of Beaumont

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT

THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings.

A. On April 20, 2021, the City Council (the "City Council") of the City of Beaumont (the "City") adopted Resolution No. 2021-20 declaring its intention to form City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") pursuant to the Mello Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and adopted Resolution No. 2021-21 declaring its intention to incur bonded indebtedness of the Community Facilities District; and

B. On June 1, 2021, after providing all notice required by the Act, the City Council opened a public hearing required by the Act relative to the formation of the Community Facilities District, the proposed levy of special taxes within the Community Facilities District to finance certain public improvements and services described in Resolution No. 2021-20 and to secure the payment of any bonded indebtedness of the Community Facilities District in an amount not to exceed $19,500,000; and

C. At the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the proposed levy of the special tax within the Community Facilities District to finance the public facilities, incidental expenses and services described in Resolution No. 2021-20 and the proposed issuance of bonded indebtedness of the Community Facilities District were heard and a full and fair hearing was held; and

D. On June 1, 2021, following the close of the public hearing, the City Council adopted a resolution establishing the Community Facilities District (the "Resolution of Formation") and a resolution determining the necessity to incur bonded indebtedness of the Community Facilities District (the "Resolution to Incur Bonded Indebtedness") each of which called a consolidated special election on June 1, 2021 within the Community Facilities District on three propositions relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Community Facilities District; and

E. On June 1, 2021, a special election was held within the Community Facilities District at which the qualified electors approved by more than a two thirds vote Propositions A, B and C authorizing the levy of a special tax within the Community Facilities District for the purposes described in the Resolution of Intention and Resolution of Formation and the issuance of bonded

indebtedness for the Community Facilities District as described in the Resolution to Incur Bonded Indebtedness.

Section 2. Ordinance: Authorizing the Levy of a Special Tax within the Community Facilities District.

A. The above recitals are all true and correct.

B. By the passage of this Ordinance, the City Council authorizes the levy of the special taxes within the Community Facilities District at the maximum rates and in accordance with the rates and methods of apportionment set forth in the Resolution of Formation adopted by the City Council on June 1, 2021, which rate and method of apportionment for the Community Facilities District is incorporated by reference herein (the "Rate and Method").

C. The Finance Director of the City is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the specific special tax rate and amount to be levied on each parcel of land in the Community Facilities District pursuant to the Rate and Method. The special tax rate to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein, but the special taxes may be levied at a lower rate.

D. Properties or entities of the state, federal or other local governments shall be exempt from the special taxes, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and the Rate and Method. No other properties or entities are exempt from the special taxes unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of an existing special tax as provided in Section 53334 of the Act.

E. All of the collections of the special taxes pursuant to the Rate and Method shall be used as provided for in the Act and the Resolution of Formation. The special taxes shall be levied within the Community Facilities District only so long as needed for the purposes described in the Resolution of Formation.

F. The special taxes levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

G. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of any bonded indebtedness of the Community Facilities District, together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the bonds issued by the Community Facilities District, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

H. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

I. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Riverside County Assessor and Treasurer Tax Collector, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Beaumont, pursuant to all legal requirements.

PASSED, APPROVED and ADOPTED this 15th day of June, 2021.

Mike Lara, Mayor

I, Stephen Mehlman, City Clerk of the City of Beaumont, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, and was adopted at a regular meeting of the City Council of the City of Beaumont on the 15th day of June, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Stephen Mehlman, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DISSOLVING IMPROVEMENT AREA NO. 19D OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND ORDERING THE RECORDATION OF A NOTICE OF CESSATION OF SPECIAL TAX LIEN TO IMPROVEMENT AREA NO. 19D

WHEREAS, in 1993, the City Council (the "City Council") of the City of Beaumont (the "City") initiated proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53111 of the California Government Code, to form a community facilities district designated as City of Beaumont Community Facilities District No. 93-1 (the "District"); and

WHEREAS, on August 11, 1993, the City Council adopted Ordinance No. 721 (the "Ordinance of Formation") thereby forming the District; and

WHEREAS, Improvement Area No. 19D of the District ("Improvement Area No. 19D") was formed on November 16, 2004 and annexed into the District pursuant to an Ordinance adopted by the City Council acting as the legislative body of the District (the "Improvement Area Ordinance"); and

WHEREAS, Improvement Area No. 19D was formed for the purpose of financing (a) certain facilities to be owned by the City, (b) certain fees required to be paid to the City to finance public works, drainage, transportation and local facilities ((a) and (b) are collectively, the "Facilities") and (c) certain services to be provided within Improvement Area No. 19D (the "Services"); and

WHEREAS, the Improvement Area Ordinance authorized the levy of special taxes commencing in Fiscal Year 2005-06 in Improvement Area No. 19D to finance the Facilities and Services and/or to pay debt service on bonds authorized to be issued for Improvement Area No. 19D of the District for financing the Facilities; and

WHEREAS, a Notice of Special Tax Lien was recorded on December 15, 2004 as Document No. 2004-0993798 (the "Notice of Special Tax Lien") in the office of the Assessor, County Clerk, and Recorder of the County of Riverside against the property within Improvement Area No. 19D of the District imposing a lien on such property to secure the payment of the special taxes to be levied within Improvement Area No. 19D; and

WHEREAS, no bonds have been issued by the District with respect to Improvement Area No. 19D; and

WHEREAS, SDC Fairway Canyon, LLC and Woodside 05S, LP (collectively, the "Owners"), the current owners of all of the property within Improvement Area No. 19D of the District, have, on behalf of themselves and their respective successors and/or assigns submitted a request to the District (the "Request") in which the Owners:

(a) requested that the City form the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) with boundaries that include all of the area within Improvement Area No. 19D,

(b) requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 19D of the District,

(c) voluntarily and knowingly waived their rights, if any, to have the cost of the Facilities and Services, or any portion thereof, paid on behalf of the Owners or reimbursed to the Owners by the City, the District, or both of them, from the proceeds of bonds or special taxes;

(d) voluntarily and knowingly waived the obligation, if any, of the City, the District, or both of them, to issue bonds or levy special taxes within Improvement Area No. 19D of the District;

(e) voluntarily and knowingly waived any protest, complaint or legal action of any nature whatsoever against the City, the District, or both of them, pertaining to the dissolution of Improvement Area No. 19D of the District and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue bonds or levy special taxes; and

(f) acknowledged and understood that the making of this request to dissolve Improvement Area No. 19D, and the subsequent dissolution of Improvement Area No. 19D, and of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owners or any successor or assign of the Owners as the owner of all property in Improvement Area No. 19D with respect to the Facilities required by the City or any other public agency as a condition of approval of the development of the Owners' property within Improvement Area No. 19D;

NOW, THEREFORE, the City Council of the City of Beaumont does ordain as follows:

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein as if set forth in full.

Section 2. Findings. The City Council acting as the legislative body of the District hereby finds and determines that:

A. No bonds have been issued by the District on behalf of Improvement Area No. 19D and the District is not obligated to pay any outstanding debt on behalf of Improvement Area No. 19D;

B. The Special Tax is no longer needed to pay principal and interest on debt incurred in order to construct facilities under the authority of the Mello-Roos Act, to pay the costs and incidental expenses of services or to pay the costs of the Services, and, based on the Request, is no longer needed to pay for the construction of facilities or the financing of Services authorized by the Mello-Roos Act; and

C. Accordingly, the Special Tax shall cease to be levied within Improvement Area No. 19D and the District has no authorization to levy any special tax on behalf of Improvement Area No. 19D.

Section 3. Dissolution.

A. The City Council hereby dissolves Improvement Area No. 19D of the District pursuant to Government Code Section 53338.5.

B. The City Council hereby orders the City Clerk to file or cause the filing of Notice of Cessation of Special Tax pursuant to Government Code Section 53330.5, which shall also be considered an addendum to the Notice of Special Tax Lien pursuant to Government Code Section 53338.5, which Notice of Cessation of Special Tax shall state that the obligation to pay the special tax has ceased and that the lien imposed by the Notice of Special Tax Lien recorded as Document No. 2004-0993798 in the records of the office of the Assessor, County Clerk, and the Recorder of County of Riverside, State of California, is extinguished and that Improvement Area No. 19D and all associated liens have been dissolved, and shall additionally identify that the boundary map of the District has been recorded in the County of Riverside, book 58, page 14 of the Book of Maps of Assessments and Community Facilities Districts.

C. The Improvement Area Ordinance is hereby amended to repeal the authority of the District to levy special taxes within Improvement Area No. 19D of the District. The Improvement Area Ordinance shall otherwise remain unchanged. Nothing herein shall affect the authorization to levy special taxes within the other Improvement Areas of the District.

Section 4. Effective Date. This Ordinance shall become effective (30) days from and after its adoption.

Section 5. Severability. If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 6. Adoption. The City Clerk shall certify to the adoption of this Ordinance, publish a summary of this Ordinance and post a certified copy of the full Ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed Ordinance; and within fifteen (15) days after the adoption of the Ordinance, the City Clerk shall publish a summary of the Ordinance with the names of the council members voting for and against the Ordinance.

ADOPTED by the City Council, signed by the Mayor, and attested by the City Clerk on the 15th day of June, 2021.

Mike Lara, Mayor

ATTEST:

Stephen Mehlman, City Clerk

I, Stephen Mehlman, City Clerk of the City of Beaumont, California, do hereby certify under penalty of perjury that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 1st day of June, 2021 and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 15th day of June, 2021, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Beaumont, California, this 15th day of June, 2021.

Stephen Mehlman, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DISSOLVING IMPROVEMENT AREA NO. 19F OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND ORDERING THE RECORDATION OF A NOTICE OF CESSATION OF SPECIAL TAX LIEN TO IMPROVEMENT AREA NO. 19F

WHEREAS, in 1993, the City Council (the "City Council") of the City of Beaumont (the "City") initiated proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53111 of the California Government Code, to form a community facilities district designated as City of Beaumont Community Facilities District No. 93-1 (the "District"); and

WHEREAS, on August 11, 1993, the City Council adopted Ordinance No. 721 (the "Ordinance of Formation") thereby forming the District; and

WHEREAS, Improvement Area No. 19F of the District ("Improvement Area No. 19F") was formed on November 16, 2004 and annexed into the District pursuant to an Ordinance adopted by the City Council acting as the legislative body of the District (the "Improvement Area Ordinance"); and

WHEREAS, Improvement Area No. 19F was formed for the purpose of financing (a) certain facilities to be owned by the City, (b) certain fees required to be paid to the City to finance public works, drainage, transportation and local facilities ((a) and (b) are collectively, the "Facilities") and (c) certain services to be provided within Improvement Area No. 19F (the "Services"); and

WHEREAS, the Improvement Area Ordinance authorized the levy of special taxes commencing in Fiscal Year 2005-06 in Improvement Area No. 19F to finance the Facilities and Services and/or to pay debt service on bonds authorized to be issued for Improvement Area No. 19F of the District for financing the Facilities; and

WHEREAS, a Notice of Special Tax Lien was recorded on December 15, 2004 as Document No. 2004-0993800 (the "Notice of Special Tax Lien") in the office of the Assessor, County Clerk, and Recorder of the County of Riverside against the property within Improvement Area No. 19F of the District imposing a lien on such property to secure the payment of the special taxes to be levied within Improvement Area No. 19F; and

WHEREAS, no bonds have been issued by the District with respect to Improvement Area No. 19F; and

WHEREAS, SDC Fairway Canyon, LLC and D.R. Horton Los Angeles Holding Company, Inc. (collectively, the "Owners"), the current owners of all of the property within Improvement Area No. 19F of the District, have, on behalf of themselves and their respective successors and/or assigns submitted a request to the District (the "Request") in which the Owners:

(a) requested that the City form the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) with boundaries that include a portion of the area within Improvement Area No. 19F,

(b) requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 19F of the District,

(c) voluntarily and knowingly waived their rights, if any, to have the cost of the Facilities and Services, or any portion thereof, paid on behalf of the Owners or reimbursed to the Owners by the City, the District, or both of them, from the proceeds of bonds or special taxes;

(d) voluntarily and knowingly waived the obligation, if any, of the City, the District, or both of them, to issue bonds or levy special taxes within Improvement Area No. 19F of the District;

(e) voluntarily and knowingly waived any protest, complaint or legal action of any nature whatsoever against the City, the District, or both of them, pertaining to the dissolution of Improvement Area No. 19F of the District and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue bonds or levy special taxes; and

(f) acknowledged and understood that the making of this request to dissolve Improvement Area No. 19F, and the subsequent dissolution of Improvement Area No. 19F, and of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owners or any successor or assign of the Owners as the owner of all property in Improvement Area No. 19F with respect to the Facilities required by the City or any other public agency as a condition of approval of the development of the Owners' property within Improvement Area No. 19F;

NOW, THEREFORE, the City Council of the City of Beaumont does ordain as follows:

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein as if set forth in full.

Section 2. Findings. The City Council acting as the legislative body of the District hereby finds and determines that:

A. No bonds have been issued by the District on behalf of Improvement Area No. 19F and the District is not obligated to pay any outstanding debt on behalf of Improvement Area No. 19F;

B. The Special Tax is no longer needed to pay principal and interest on debt incurred in order to construct facilities under the authority of the Mello-Roos Act, to pay the costs and incidental expenses of services or to pay the costs of the Services, and, based on the Request, is no longer needed to pay for the construction of facilities or the financing of Services authorized by the Mello-Roos Act; and

C. Accordingly, the Special Tax shall cease to be levied within Improvement Area No. 19F and the District has no authorization to levy any special tax on behalf of Improvement Area No. 19F.

Section 3. Dissolution.

A. The City Council hereby dissolves Improvement Area No. 19F of the District pursuant to Government Code Section 53338.5.

B. The City Council hereby orders the City Clerk to file or cause the filing of Notice of Cessation of Special Tax pursuant to Government Code Section 53330.5, which shall also be considered an addendum to the Notice of Special Tax Lien pursuant to Government Code Section 53338.5, which Notice of Cessation of Special Tax shall state that the obligation to pay the special tax has ceased and that the lien imposed by the Notice of Special Tax Lien recorded as Document No. 2004-0993800 in the records of the office of the Assessor, County Clerk, and the Recorder of County of Riverside, State of California, is extinguished and that Improvement Area No. 19F and all associated liens have been dissolved, and shall additionally identify that the boundary map of the District has been recorded in the County of Riverside, book 58, page 14 of the Book of Maps of Assessments and Community Facilities Districts.

C. The Improvement Area Ordinance is hereby amended to repeal the authority of the District to levy special taxes within Improvement Area No. 19F of the District. The Improvement Area Ordinance shall otherwise remain unchanged. Nothing herein shall affect the authorization to levy special taxes within the other Improvement Areas of the District.

Section 4. Effective Date. This Ordinance shall become effective (30) days from and after its adoption.

Section 5. Severability. If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 6. Adoption. The City Clerk shall certify to the adoption of this Ordinance, publish a summary of this Ordinance and post a certified copy of the full Ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed Ordinance; and within fifteen (15) days after the adoption of the Ordinance, the City Clerk shall publish a summary of the Ordinance with the names of the council members voting for and against the Ordinance.

ADOPTED by the City Council, signed by the Mayor, and attested by the City Clerk on the 15th day of June, 2021.

Mike Lara, Mayor

ATTEST:

Stephen Mehlman, City Clerk

I, Stephen Mehlman, City Clerk of the City of Beaumont, California, do hereby certify under penalty of perjury that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 1st day of June, 2021 and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 15th day of June, 2021, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Beaumont, California, this 15th day of June, 2021.

Stephen Mehlman, City Clerk

ACQUISITION AGREEMENT

by and among

CITY OF BEAUMONT,

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

and

SDC FAIRWAY CANYON, LLC

Dated as of June 1, 2021

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Exhibit A: Description of Authorized Facilities and Discrete Components Eligible for Acquisition from the Owner A-1
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THIS ACQUISITION AGREEMENT (the "Acquisition Agreement"), dated as of June 1, 2021, is by and among the CITY OF BEAUMONT, a general law city (the "City"), the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), a community facilities district created pursuant to the Act (defined herein) (the "District"), and SDC FAIRWAY CANYON, LLC, a Delaware limited liability company (the "Owner").

RECITALS

A. **The Prior District and Improvement Areas**. Previously, the City formed Community Facilities District No. 93-1 ("**CFD No. 93-1**") and designated, among other areas, Improvement Area 19D and Improvement Area 19F (each an "**Improvement Area**") to fund the construction, acquisition and installation of various facilities (the "**Authorized Facilities**") specified in said proceedings. Previous to this Acquisition Agreement, the City also formed Community Facilities District No. 2016-1 ("**CFD No. 2016-1**") and issued Bonds ("**Prior Bond Proceeds**") with respect thereto to finance a part of the costs of the Authorized Facilities.

B. **The District**. The City Council of the City has established the District under the Act for the financing of, among other things, the acquisition, construction and installation of public facilities identified in the proceedings to form the District therein, which include (i) the Authorized Facilities not financed by CFD No. 93-1 or CFD No. 2016-1, and (ii) the facilities listed in Exhibit A hereto (collectively, the "Facilities").

C. **The Development**. The land within the District is currently expected to be developed with 529 dwelling units as part of a master-planned community commonly known as "Fairway Canyon," which is described as Tract 31462-21, lots 1 through 167; Tract 31462-22, lots 1 through 101; Tract 37696, lots 1 through 62; Tract 37697, lots 1 through 73; and Tract 37698, lots 1 through 126.

D. **The Facilities**. As part of the District formation proceedings, the Facilities were authorized to be acquired by the District, and the District proceedings contemplated that acquisition agreements would be entered into from time to time to describe the terms of such acquisition. The Facilities are within or serve the City and the City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Facilities and the development of the land within the District. The facilities that are eligible for acquisition by the City from the Owner under this Acquisition Agreement are only the Facilities listed in Exhibit A hereto, as such Exhibit may be amended and/or supplemented by any Supplement approved by the City and Owner. As indicated in Exhibit A, a portion of the Facilities have already been financed with Prior Bond Proceeds.

E. **The Financing**. In order to, among other things, implement provisions of the Development Agreement, as defined below, the Owner, the District and the City wish to enter into this Acquisition Agreement to finance the acquisition of the Facilities, as defined below, and provide for the payment of the Facilities and Discrete Components thereof as shown in Exhibit A hereto (as it may be amended and supplemented by any Supplement).

F. **The Bonds**. The District may proceed with the authorization and issuance of the Bonds in one or more series under the Act and the Indenture, the proceeds of which Bonds shall be used, in part, to finance the Facilities.

G. **No Advantage to City Construction**. The City, by its approval of this Acquisition Agreement, has determined that it will obtain no advantage from undertaking the construction by the

City directly of the Facilities and that the provisions of this Acquisition Agreement require that the Facilities constructed by the Owner and acquired with the funds in the Improvement Fund, as defined below, be constructed as if they had been constructed under the direction and supervision of the City. The Owner hereby represents that it has experience in the supervision of the construction of improvements of the character of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the District and the Owner agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Acquisition Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Acceptable Title" means title to land or interest therein, in form acceptable to the Director, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the Director as not interfering with the actual or intended use of the land or interest therein. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute land with an "Acceptable Title" if: (i) such offer is necessary to satisfy a condition to a tentative or final parcel map, (ii) such offer is in a form acceptable to the Director, (iii) the Director has no reason to believe that such offer of dedication will not be accepted by the applicable public agency, and (iv) the Owner commits in writing not to allow any liens to be imposed on such property prior to its acceptance.

"Acceptance Date" means the date the City Council (or other public entity which is to own a Facility) takes final action to accept dedication of or transfer of title to a Facility.

"Acquisition Agreement" means this Acquisition Agreement, together with any Supplement hereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code, as amended.

"Actual Cost" means the substantiated cost of a Facility or a Discrete Component, which costs may include: (i) the costs incurred for the construction of such Facility or Discrete Component, (ii) the costs incurred in preparing the Plans for such Facility or Discrete Component and the related costs of environmental evaluations of the Facility or Discrete Component, (iii) the fees paid to governmental agencies or utilities for obtaining permits, licenses or other governmental approvals for such Facility or Discrete Component, (iv) professional costs incurred that are associated with such Facility or Discrete Component, such as construction management and supervision (not to exceed 15% of the costs in (i) above), engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; and (v) the costs directly related to the construction and/or acquisition of a Facility or Discrete Component, such as costs of payment, performance and/or

maintenance bonds, and insurance costs (including costs of any title insurance required hereunder) (but excluding the cost of real property unless paid to unrelated third parties).

"Affiliate" means any entity with respect to which fifty percent (50%) or more of the ownership or voting power is held individually or collectively by any of the Owner and any other entity owned, controlled or under common ownership or control by or with, as applicable, the Owner, and includes all general partners of any entity which is a partnership. Control shall mean ownership of fifty percent (50%) or more of the voting power of or ownership interest in the respective entity.

"Bonds" means the bonds to be issued by the District pursuant to the Act in one or more series.

"City" means the City of Beaumont, a general law city.

"Conditions of Approval" means, with respect to any portion of the property within the District, the conditions of approval of all land use entitlements approved by the City and the conditions of any Development Agreement, subdivision improvement agreement or other agreement between the Owner and the City relating to such property which conditions must be satisfied in order to develop such property.

"County" means the County of Riverside, California.

"Development Agreement" means the Development Agreement between the City of Beaumont and LB/L-SunCal Oak Valley LLC, recorded as Instrument No. 2003-977700 in the Riverside County Recorder's Office on December 5, 2003, as assigned to the Owner.

"Director" means the Director of Public Works of the City, or his or her written designee acting as such under this Acquisition Agreement.

"Discrete Component" means a component of a Facility that the Director has agreed can be separately identified, inspected and completed, and be the subject of a Payment Request hereunder. The Discrete Components are described in Exhibit A hereto.

"District" means the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), created by the City under the Act.

"Facilities" means the facilities described in Exhibit A hereto which are to be acquired with the proceeds of the Special Taxes and Bonds.

"Financing Policies" means the City of Beaumont's Goals and Policies for Community Facilities Districts, as adopted May 8, 1995 by Resolution No. 1995-23, attached hereto as Exhibit C.

"Improvement Fund" means, (a) prior to the initial issuance of Bonds, the fund or account established by the City for the District, howsoever denominated, into which Net Proceeds of the Special Taxes are to be deposited, and (b) from and after the initial issuance of Bonds, the fund or account established under the Indenture for such Bonds, howsoever denominated, into which Net Proceeds of Bonds and Special Taxes are to be deposited.

"Indenture" means the bond indenture or similar document between the City and the Trustee for the District, providing for, among other matters, the issuance of the Bonds and the establishment of the Improvement Fund, as it may be amended from time to time.

"Net Proceeds" means (a) with respect to Special Taxes, the proceeds of such Special Taxes received prior to the initial issuance of Bonds and remaining after the payment or setting aside of, or provision for, administrative expenses of the District, and (b) with respect to Bonds, the proceeds of such Bonds remaining after the payment or setting aside of, or provisions for (i) the underwriter's discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of authorizing the Special Taxes and Bonds of the District incurred by the City and Owner, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre funded administrative expenses of the District.

"Owner" means SDC Fairway Canyon, LLC, a Delaware limited liability company, and its successors or assigns to the extent permitted under Section 8.7 hereof.

"Payment Request" means a document, substantially in the form of Exhibit B hereto, to be used by the Owner in requesting payment of a Purchase Price.

"Plans" means the plans, specifications, schedules and related construction contracts for the Facilities and/or any Discrete Components thereof approved pursuant to the applicable standards of the City.

"Purchase Price" means the amount paid by the District for a Facility and/or any Discrete Components thereof determined in accordance with Article III hereof, being an amount equal to the Actual Cost of such Facility or Discrete Component, but subject to the limitations and reductions provided for in Article III. To the extent that the Owner has already received partial payment for a Facility or Discrete Component thereof from Prior Bond Proceeds, the Purchase Price for such Facility or Discrete Component thereof shall only include the remaining amount to be paid.

"Rate and Method" means the rate and method of apportionment of the Special Taxes of the District approved by the qualified electors of the District.

"Special Taxes" means the special taxes for facilities in the District levied in accordance with the Rate and Method.

"Supplement" means a written document amending, supplementing or otherwise modifying this Acquisition Agreement and any exhibit hereto, including any amendments to the list of Discrete Components in Exhibit A, and/or the addition to Exhibit A of additional Facilities (and Discrete Components) to be financed with the proceeds of the Bonds deposited in the Improvement Fund eligible to be financed by the District.

"Trustee" means a financial institution in its capacity as trustee or fiscal agent under the Indenture, or any successor thereto acting as trustee or fiscal agent under the Indenture.

ARTICLE II

FUNDING

Section 2.1 Issuance of Bonds. Upon the written request of the Owner or City, the Owner and the City staff shall meet regarding the amount, timing and other material aspects of each series of the Bonds. The legal proceedings for the issuance of the Bonds and the series, principal amounts, rates, terms, conditions and timing of the sale of the Bonds shall be in all respects be solely determined by

the City Council of the City, acting as the governing body of the District, in accordance with this Acquisition Agreement; provided that, subject to satisfaction of the applicable Financing Policies, sound municipal financing practices and the requirements of this Acquisition Agreement, as soon as possible following the execution of this Acquisition Agreement the City shall use commercially reasonable efforts to cause the District to issue and sell the Bonds in an amount sufficient to fund the Facilities. For purposes of sizing each series of Bonds, the priority annual administrative expense shall be $30,000 for the District.

Prior to the Bonds being issued for the District, the Owner will be required to provide all information regarding the development of its property within the District, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of all applicable federal and state securities laws, including without limitation Rule l5c2-12 and Rule 10(b)-5 of the Securities and Exchange Commission (the "Commission"). Moreover, each property owner which is responsible for twenty percent (20%) or more of the maximum special tax within the District at the time each series of Bonds are issued (each a "Major Landowner") will be required to enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by such Major Landowner in the District as necessary to assist the underwriter of the series of Bonds in complying with the continuing disclosure requirements of Rule 15c2-12 of the Commission and/or in marketing the Bonds. Each Major Landowner shall be required to execute a certificate in connection with each public sale of Bonds pursuant to which the Major Landowner shall indemnify and hold harmless City from claims arising from, or based upon, any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact in the above-referenced information.

Section 2.2 Special Taxes and Bonds. Prior to the issuance of the first series of Bonds for the District, the "Assigned Special Tax" has been and shall continue to be levied in each fiscal year on parcels classified as "Developed Property" pursuant to and as defined in the Rate and Method. The Net Proceeds of such Special Taxes have been and shall continue to be deposited in the Improvement Fund. In addition, the proceeds of each full or partial prepayment of Special Taxes attributable to eligible facilities prior to the issuance of Bonds shall be deposited in the Improvement Fund. The City, the District and the Owner are entering into this Acquisition Agreement and authorized the levy of the Special Taxes for the purpose of creating and allocating certain streams of revenues that are or will be available to pay directly or reimburse the costs of acquisition and construction of the Facilities and to pay debt service on Bonds and other indebtedness of the District. The District hereby irrevocably pledges the Net Proceeds of Special Taxes to the Owner for the reimbursement of costs of the Facilities, subordinate only to the payment of debt service on Bonds issued to fund such costs. Following the issuance of the Bonds, the District shall have no obligation to levy Special Taxes to pay directly for the costs of reimbursing or paying the Owner for the Facilities. The Owner, the City and the District hereby acknowledge and agree that any reduction or termination of the Special Taxes by exercise of the initiative power or the exercise of discretion of the City or the District would constitute a substantial impairment of revenue stream of Special Taxes that the Owner, the City and the District intend to create for the purpose of providing an assured source of funding for such costs.

Section 2.3 Net Proceeds. The proceeds of the Bonds shall be deposited, held, invested, reinvested and disbursed as provided in the Indenture. The Net Proceeds of the Bonds will be set aside under the Indenture in the Improvement Fund. Moneys in the Improvement Fund shall be withdrawn therefrom in accordance with the provisions of the Indenture and the applicable provisions hereof for payment of all or a portion of the costs of construction and/or acquisition of the Facilities (including

payment of the Purchase Price of Discrete Components thereof) all as herein provided. Funds in the Improvement Fund shall be reserved and disbursed in accordance with this Acquisition Agreement.

The Owner acknowledges that any lack of availability of amounts in the Improvement Fund to pay the Purchase Price of Facilities or any Discrete Components thereof shall in no way diminish any obligation of the Owner with respect to the construction of or contributions for public facilities and mitigation measures required by the Conditions of Approval or any subdivision, development or other agreement to which the Owner is a party, or any governmental approval to which the Owner or any land within the District are subject.

Section 2.4 Funding Facilities in Other Fairway Canyon Districts. Any Facilities that are not funded by the proceeds of Bonds and Special Taxes in the District may be funded by bonds and special taxes of another existing or to-be-formed community facilities district under the Act for the Fairway Canyon project (an "**Other Fairway Canyon District**"). To the extent that the Purchase Price of a Facility is not fully paid by this District, the unpaid Purchase Price of a Facility may be paid by sources available in an Other Fairway Canyon District.

Section 2.5 Disclosure of Special Tax. If requested in writing by the City, copies of the executed "Notice of Special Tax" required by California Government Code Section 53341.5 provided to the purchaser of real property within the District shall be provided to the City Director of Finance. The Director of Finance's receipt of such "Notice of Special Tax" shall not be construed as City or District approval of the form of Notice or in any way make the City or District liable for deficiencies in such "Notice of Special Tax." Owner agrees to retain copies of the Notice of Special Tax it has provided to homebuyers within the District for a period of three (3) years and to provide them to the City upon City's written request.

ARTICLE III

CONSTRUCTION AND ACQUISITION OF FACILITIES

Section 3.1 Duty of Owner to Construct. All Facilities and Discrete Components thereof to be acquired hereunder shall have been constructed at the direction of the Owner in accordance with the approved Plans following the solicitation of competitive bids. The Owner shall have employed at all times adequate staff or consultants with the requisite experience necessary to bid, administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Facilities to be acquired by the City from the Owner hereunder.

Section 3.2 Inspection. No payment hereunder shall be made by the City to the Owner for a Facility or Discrete Component thereof until the Facility or Discrete Component thereof has been inspected and found to be completed in accordance with the Plans by the City or other applicable public entity or utility. However, due to the age of some of the Facilities it is understood that normal wear and tear and aging may have occurred which shall not be a basis for denial. The City shall make or cause to be made periodic site inspections of the Facilities or Discrete Components to be acquired hereunder on a timely basis; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. For Facilities to be acquired by other public entities or utilities, the Owner shall be responsible for obtaining such inspections and providing written evidence thereof to the Director. The Owner agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

Section 3.3 Agreement to Sell and Acquire Facilities. The Owner hereby agrees to sell the Facilities and Discrete Components listed in Exhibit A hereto to the City or an applicable utility and the City hereby agrees to use amounts in the Improvement Fund to pay the Purchase Price of each of such Facilities and Discrete Components to the Owner, subject to the terms and conditions hereof. The City shall not be obligated to acquire any Facility or Discrete Component until the Facility or Discrete Component is completed and the Acceptance Date for such Facility (or the final Discrete Component) has occurred; provided that the City has agreed hereunder to make payments to the Owner for certain Discrete Components of Facilities as shown in Exhibit A hereto prior to the Acceptance Date. The Owner acknowledges that the Discrete Components have been identified for payment purposes only, and that the City shall not accept a Facility of which a Discrete Component is a part until the entire Facility has been completed. The City acknowledges that the Discrete Components do not have to be accepted by the City as a condition precedent to the payment of the Purchase Price therefor, but any such payment shall not be made until the Discrete Component has been completed in accordance with the Plans therefor, as determined by the Director. In any event, the City shall not be obligated to pay the Purchase Price for any Facility or Discrete Component except from the moneys in the Improvement Fund (subject to Section 2.4).

Section 3.4 Payment Requests. In order to receive the Purchase Price for a completed Facility or Discrete Component, inspection thereof under Section 3.2 shall have been made and the Owner shall deliver to the Director: (i) a Payment Request in the form of Exhibit B hereto for such Facility or Discrete Component, together with all attachments and exhibits required by Exhibit B and this Section 3.4 to be included therewith (including, but not limited to Attachments 1 and 2 to Exhibit B), and (ii) if payment is requested for a completed Facility, (a) if the property on which the Facility is located is not owned by the City at the time of the request, a copy of the recorded documents conveying to the City Acceptable Title to the real property on, in or over which such Facility is located, as described in Section 4.1 hereof, (b) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Facility, such as public or private utility reimbursements, and (c) an assignment of warranties and guaranties for such Facility, as described in Section 4.5 hereof, in a form acceptable to the City.

Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facility identified therein was constructed in accordance with the Plans therefor, and to verify and approve the Actual Cost of such Discrete Component or Facility specified in such Payment Request. The Director shall also conduct such review as is required in his discretion to confirm the matters certified in the Payment Request. The Owner agrees to cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. For any Facilities to be acquired by another public entity or utility, the Owner shall provide evidence acceptable to the Director that such Facilities are acceptable to such entity or utility. Within fifteen (15) business days of receipt of any Payment Request, the Director expects to review the request for completeness and notify the Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director expects to provide a written approval or denial (specifying the reason for any denial) of the request within thirty (30) calendar days of its submittal. However, the Facilities documentation will be delivered by Owner to City in large quantities which may be beyond the ability of City to process, in accordance with the forgoing timeframes. At the request of City or Owner, City may engage an outside contractor to review and process the Facilities documentation on behalf of the City the cost of which shall be borne by Owner subject to a written agreement executed by City and Owner. If a Payment Request seeking reimbursement for more than

one Facility or Discrete Component is denied, the Director shall state whether the Payment Request is nevertheless approved and complete for any one or more Facilities or Discrete Components and any such Facilities or Discrete Components shall be processed for payment under Section 3.5 notwithstanding such partial denial. The City's and District's Costs associated with the acquisition of Facilities and processing of Payment Requests shall be reimbursed from the Improvement Fund or from amounts advanced by the Owner to the extent insufficient funds are on deposit in the Improvement Fund, which advances may be later reimbursed to the Owner out of the Improvement Fund.

Section 3.5 Payment. Upon approval of the Payment Request by the Director, the Director shall sign the Payment Request and forward the same to the City Director of Finance. Upon receipt of the reviewed and fully signed Payment Request, the City Director of Finance shall, within the then current City financial accounting payment cycle but in any event within fifteen (15) business days of receipt of the approved Payment Request, cause the same to be paid by the Trustee under the applicable provisions of the Indenture, to the extent of funds then on deposit in the Improvement Fund. Any approved Payment Request not paid due to an insufficiency of funds in the Improvement Fund, shall be paid promptly following the deposit into the Improvement Fund of proceeds of any investment earnings or other amounts transferred to the Improvement Fund under the terms of the Indenture.

Subject to Section 2.4, the Purchase Price paid hereunder for any Facility or Discrete Component shall constitute payment in full for such Facility or Discrete Component, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of such Facility or Discrete Component, as specified in the Plans.

The City shall withhold payment for any Discrete Component or Facility constructed on land not already owned by the City or other public entity, until Acceptable Title to such land is conveyed to the City or other public entity that will own the respective Facility, as described in Article IV hereof.

The City shall be entitled to withhold any payment hereunder for a Facility or Discrete Component that is the subject of a Payment Request until it is satisfied that any and all claims for labor and materials have been paid by the Owner for the Facility or Discrete Component that is the subject of a Payment Request, or conditional lien releases (and/or unconditional lien releases) have been provided by the Owner for such Facility or Discrete Component. The City, in its discretion, may waive this limitation upon the provision by the Owner of sureties, undertakings, securities and/or bonds of the Owner or appropriate contractors or subcontractors and deemed satisfactory by the Director to assure payment of such claims.

The City shall be entitled to withhold payment for any Facility (or final Discrete Component) hereunder to be owned by the City until: (i) the Director determines that the Facility is ready for its intended use, and (ii) the Acceptance Date for the Facility has occurred and the requirements of Section 4.1, if applicable to such Facility, have been satisfied. The City hereby agrees that the Owner shall have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify it for any losses sustained by the City because of any liens that may exist at the time of acceptance of such a Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director. The City shall be entitled to withhold payment for any Facility (or the final Discrete Component of any such Facility) to be owned by other governmental entities, until the Owner provides the Director with evidence that the governmental entity has accepted dedication of and/or title to the Facility. If the Director determines that a Facility is not ready for intended use under (i) above,

the Director shall so notify the Owner as soon as reasonably practicable in writing specifying the reason(s) therefor.

Nothing in this Acquisition Agreement shall be deemed to prohibit the Owner from contesting in good faith the validity or amount of any mechanics or materialman's lien nor limit the remedies available to the Owner with respect thereto so long as such delay in performance shall not subject the Facilities or any Discrete Component thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien sufficient to cause the release or such lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

Subject to the last paragraph of this Section 3.5, the City shall withhold in the Improvement Fund an amount equal to ten percent (10%) of the Purchase Price of each Discrete Component to be paid hereunder other than the final Discrete Component of any Facility. Any such retention will be released to the Owner upon final completion and acceptance of the related Facility.

Notwithstanding the foregoing, the Owner shall be entitled to payment of any such retention upon the completion and acceptance of a Discrete Component, if securities meeting the requirements of the California Public Contracts Code are deposited in lieu thereof. Payment of any retention shall also be contingent upon the availability of monies in the Improvement Fund therefore. No retention shall apply if the Owner proves to the Director's satisfaction that the Owner's contracts for the Discrete Components provide for the same retention as herein provided, so that the Purchase Price paid for the Discrete Component is at all times net of the required retention.

Section 3.6 Defective or Nonconforming Work. If any of the work done or materials furnished for a Facility or Discrete Component are found by the Director to be defective or not in accordance with the applicable Plans: (i) and such finding is made prior to payment for the Purchase Price of such Facility or Discrete Component hereunder, the City may withhold payment therefor until such defect or nonconformance is corrected to the satisfaction of the Director, or (ii) and such finding is made after payment of the Purchase Price of such Facility or Discrete Component, the City and the Owner shall act in accordance with the City's standard specification for public works construction.

ARTICLE IV

OWNERSHIP AND TRANSFER OF FACILITIES

Section 4.1 Facilities to be Owned by the City; Conveyance of Land and Easements to City. Acceptable Title to all property on, in or over which each Facility to be acquired by the City will be located, shall be deeded over to the City by way of grant deed, or dedication of such property, or easement thereon, if such conveyance of interest is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Facility located therein, thereon or thereover, and to permit the Owner to perform its obligations as set forth in this Acquisition Agreement. The Owner agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of title to land shall be accomplished prior to the payment of the Purchase Price for a Facility (or the last Discrete Component thereof) and shall be evidenced by recordation of the acceptance thereof by the City Council or the designee thereof.

Section 4.2 Facilities to be Owned by the City; Title Evidence. The Owner shall furnish to the City a preliminary title report for land with respect to Facilities to be acquired by the City and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) business days prior to the transfer of the Acceptable Title to a Facility to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the land with respect to such Facility or pay the Purchase Price for such Facility (or the last Discrete Component thereof) until the Owner has cured such objections to title to the reasonable satisfaction of the City and caused a standard title insurance policy to be issued to the City with respect to such land in the amount of the Purchase Price. In the event the Owner cannot cure such objections to title, City agrees to consider the use of eminent domain pursuant to Section 4.3 hereof for such purpose.

Section 4.3 Facilities Constructed on Private Lands. If any Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Facilities until acquisition of the Facilities under Article III hereof. Pending the completion of such transfer, the Owner shall not be entitled to receive any payment for any such Facility or the last Discrete Component thereof. The Owner shall, however, be entitled to receive payment for Discrete Components (other than the last Discrete Component) upon making an irrevocable offer of dedication of such land in form and substance acceptable to the Director. Notwithstanding the foregoing, upon written request of the City before payment for any Discrete Component of such a Facility, the Owner shall convey or cause to be conveyed Acceptable Title thereto in the manner described in Sections 4.1 and 4.2 hereof.

It shall be the responsibility of the Owner to acquire all property rights on property which is not owned by the City or the Owner which is necessary for the construction of any of the Facilities. In the event, despite its exercise of best efforts to do so, the Owner is unable to acquire such property rights, the City shall in good faith consider the undertaking of proceedings to acquire such property rights through its exercise of the power of eminent domain, and the costs of such proceedings and acquisition shall be the responsibility of the Owner and shall comprise part of the Purchase Price of the related Facility.

Section 4.4 Facilities Constructed on City Land. If the Facilities to be acquired are on land owned by the City, including land as to which the City has acquired sufficient property rights in the manner described in Section 4.3 or otherwise, the City hereby grants to the Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Facilities. The provisions for inspection and acceptance of such Facilities otherwise provided herein shall apply.

Section 4.5 Maintenance and Warranties. The Owner shall maintain or cause to be maintained each Discrete Component in good and safe condition until the Acceptance Date of the Facility of which such Discrete Component is a part. Prior to the Acceptance Date, the Owner shall be responsible for performing any required maintenance on any completed Discrete Component or Facility. On or before the Acceptance Date of the Facility, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Facility. For each Facility to be owned by the City, the Owner shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Facility. The City shall

be responsible for maintenance of each Facility from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Owner shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other Facilities), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Owner, at its own cost and expense, to the satisfaction of the Director. The Owner shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Owner, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

Section 4.6 Allocation of Costs. If Owner incurs costs that (1) apply to more than one Facility or Discrete Component (e.g., soft costs) or (2) apply to both Facilities or Discrete Components and improvements other than the Facilities or Discrete Components (e.g., grading), Owner shall allocate, or cause the contractor to reasonably allocate, such costs between the Facilities or Discrete Components (in the case of clause (1)) or between the Facilities or Discrete Components and the improvements other than the Facilities or Discrete Components (in the case of clause (2)) (the "**Owner Allocation**"). The Owner Allocation shall be presumed to be reasonable and shall be accepted for all purposes of this Acquisition Agreement unless the City notifies Owner of its good-faith reasonable disapproval of the allocation as part of the City's written response to the applicable Payment Request. If the City has properly disapproved the Owner Allocation, then the City and Owner shall promptly allocate such costs, on a reasonable basis, between the Facilities or Discrete Components (in the case of clause (1)) or between the Facilities or Discrete Components and the improvements other than the Facilities or Discrete Components (in the case of clause (2)) (the "**Agreed-Upon Allocation**"). Based on the Owner Allocation or the Agreed-Upon Allocation, as applicable, the City shall include the costs allocated to a specific Facility or Discrete Component as part of the Actual Costs of such Facility or Discrete Component when such Facility or Discrete Component is subject to a Payment Request.

Section 4.7 Expectations of the Parties. The City understands and agrees that (i) Owner will be constructing Facilities or Discrete Components prior to the availability of sources that will be used to pay for such Facilities or Discrete Components, (ii) the City or the other public agencies that will own and operate such Facilities or Discrete Components may be inspecting such Facilities or Discrete Components and processing and completing payment requests for the payment on such Facilities or Discrete Components with knowledge that there may be insufficient sources available at such time, (iii) the Facilities or Discrete Components may be conveyed to and accepted by the City or other local agency that will own and operate such Facilities or Discrete Components when there are insufficient sources to pay the Purchase Prices of such Facilities or Discrete Components, and (iv) in any such case, the payment of any approved payment requests for the Purchase Prices of such Facilities or Discrete Components will be deferred until there are sufficient sources available to pay the Purchase Prices of such Facilities or Discrete Components, at which time the City will make such payments in accordance with this Acquisition Agreement. At all times, Owner will be constructing such Facilities or Discrete Components with the expectation that the Purchase Prices for such Facilities or Discrete Components will be paid solely from the sources. The conveyance of Facilities or Discrete Components to the City or a local agency that will own and operate such Facilities or Discrete Components prior to receipt of the Purchase Prices for such Facilities or Discrete Components shall not be construed as a dedication or gift, or a waiver of the payment of the Purchase Prices, or any part thereof, for such Facilities or Discrete Components.

ARTICLE V
INSURANCE

Section 5.1 Insurance Requirements. The Owner shall, at all times prior to the final Acceptance Date of all Facilities, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer's Liability - Workers' Compensation - coverage as required by law; Employer's Liability - limits of at least $1,000,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - $2,000,000.00; (iii) Automobile Liability - Combined Single Limit - $1,000,000.00; and (iv) Errors and Omissions Insurance - Combined Single Limit - $2,000,000.00.

All of the Owner's insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and its agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Facilities. Which insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.

(b) Severability of interest clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Owner.

Promptly on execution of this Acquisition Agreement by the Owner, the Owner shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director and the City Attorney.

The Owner shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Owner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Owner under this Acquisition Agreement.

Any policy or policies of insurance that the Owner or its contractors or subcontractors elect to carry as insurance (i) against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Acquisition Agreement or a contract related to the Facilities shall include a provision waiving the insurer's right of subrogation against the City, and (ii) in fulfillment of this Acquisition Agreement involving a dual obligee bond may contain a clause to the effect that: "provided that Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms

of said contract; and provided, further, that Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated."

Section 5.2 Standards Applicable. The Owner may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 5.1, and (iii) the protection afforded the City under any such policy shall be no less than that which would be available under a separate, policy relating only to this Acquisition Agreement. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

Section 5.3 Evidence of Insurance. Prior to the Acceptance Date, the Owner shall furnish to the City, from time to time upon request of the Director, a certificate of insurance regarding each insurance policy required to be maintained by the Owner hereunder.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1 Representations, Covenants and Warranties of the Owner. The Owner represents and warrants for the benefit of the City, as follows:

(a) Organization. Owner is a California limited liability company and is validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Owner has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Owner.

(c) Binding Obligation. This Acquisition Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Owner shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of the Owner in the District or the Facilities in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Facilities.

(e) Requests for Payment. The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to the Payment Requests.

(f) Financial Records. Until the final acceptance of the Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Facilities and all costs related thereto. Which accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

(g) Prevailing Wages. The Owner covenants that, with respect to any contracts or subcontracts for the construction of the Facilities to be acquired from the Owner hereunder, it has assured complete compliance with any applicable law or regulation for the payment of prevailing wages for such construction.

(h) Plans. The Owner represents that it has obtained or will obtain approval of the Plans for the Facilities to be acquired from the Owner hereunder from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Facilities to be acquired from the Owner hereunder have been or will be constructed in full compliance with such approved plans and specifications and any supplemental agreements (change orders) thereto, as approved in the same manner.

Section 6.2 Indemnification and Hold Harmless. The Owner shall assume the defense of, indemnify and save harmless the City, members of the City Council, their officers, officials, employees and agents and each of them, from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from the breach of any provision of this Acquisition Agreement by the Owner, the Owner's or any other entity's negligent design, engineering and/or construction of any of the Facilities acquired from the Owner hereunder, the Owner's non-payment under contracts between the Owner and its consultants, engineer's, advisors, contractors, subcontractors and suppliers in the provision of the Facilities, any claims of persons employed by the Owner or its agents to construct the Facilities, claims for damages to persons or property related to the actions of Owner contemplated by this Acquisition Agreement or any claims arising out of any alleged misstatement of a material fact or omission of a material fact with respect to provisions in any Official Statement for the Bonds for which the Owner certifies in a customary certificate executed in connection with the printing of the Official Statement for such Bonds. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable solely to the intentional acts or negligence of the City, or its officers, directors, employees or agents hereunder.

No provision of this Acquisition Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner, its agents, employees or its contractors.

ARTICLE VII

TERMINATION

Section 7.1 Mutual Consent. This Acquisition Agreement may be terminated by the mutual, written consent of the City and the Owner, in which event the City may let contracts for any remaining work related to the Facilities not theretofore acquired from the Owner hereunder, and use all or any portion of the monies in the Improvement Fund to pay for same, and the Owner shall have no claim or right to the Purchase Price of Facilities or Discrete Components hereunder, except as otherwise may be provided in such written consent. In any event, this Acquisition Agreement shall

terminate upon the earlier of (i) ten (10) years following the issuance of building permits for all dwelling units expected to be built within the District or (ii) the funding of all Facilities pursuant to this Acquisition Agreement.

Section 7.2 City Election to Terminate for Cause. The following events shall constitute grounds for the City, at its option and in its sole discretion, to terminate this Acquisition Agreement, without the consent of the Owner:

(a) The Owner shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(b) The Owner shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Owner, or shall suffer an attachment or levy of execution to be made against the property it owns within the District unless, in any of such cases, such circumstance shall have been terminated or released within ninety (90) days thereafter.

(c) The Owner shall abandon construction of the Facilities. Failure for a period of six consecutive months to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Conditions of Approval, other than for a reason specified in Section 7.3 hereof, shall constitute a non-inclusive example of such abandonment.

(d) The Owner shall breach any material covenant or default in the performance of any material obligation hereunder.

(e) The Owner shall transfer any of its rights or obligations under this Acquisition Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Owner shall have made any material misrepresentation or omission of any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract used in connection with the sale of any series of the Bonds.

If any such event occurs, the City shall give written notice of its knowledge thereof to the Owner, and the Owner agrees to meet and confer with the Director and other appropriate City staff and consultants as to options available to assure timely completion of the Facilities. Such options may include, but not be limited to the termination of this Acquisition Agreement by the City. If the City elects to terminate this Acquisition Agreement, the City shall first notify the Owner (and any mortgagee or trust deed beneficiary specified in writing by the Owner to the City to receive such notice) of the grounds for such termination and allow the Owner a reasonable period (minimum of thirty (30) days) to eliminate or mitigate to the satisfaction of the Director the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Owner, to the satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof, as determined solely by the City), the Owner has not eliminated or completely mitigated such grounds, to the satisfaction of the City, the City may then terminate this Acquisition Agreement.

Notwithstanding the foregoing, so long as any event listed in any of clauses (a) through and including (f) above has occurred, notice of which has been given by the City to the Owner, and such event has not been cured or otherwise eliminated by the Owner, the City may in its sole discretion

cease making payments for the Purchase Price of Facilities or Discrete Components under Article III hereof.

Section 7.3 Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, inclement weather or other acts of God, war, civil commotion, riots, strikes, acts of terrorism, pandemic, picketing, other labor disputes, damage to work in progress by casualty, government shutdowns, moratoria or other restrictive laws or regulations, or the acts, omissions or breach of agreement by the other party to this Acquisition Agreement or its agents, contractors or subcontractors, or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Limited Liability of City. The Owner agrees that any and all obligations of the City arising out of or related to this Acquisition Agreement are special and limited obligations of the District and City and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Improvement Fund and from no other source. No member of the City Council, or City staff member, employee or agent shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 8.2 Excess Costs. Subject to the limitations of this Acquisition Agreement, the Owner agrees to pay all costs of the Facilities that it is obligated to construct in excess of the monies available therefor in the Improvement Fund.

Section 8.3 Review of Records. The Director and/or the Finance Manager or other finance officer of the City shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Owner, to review all books and records of the Owner pertaining to the Actual Cost incurred by the Owner in to any of the Facilities, and any bids taken or received for the construction thereof or materials therefor. Owner shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Finance Manager, to review all books and records of the City and District pertaining to the Special Taxes and Bonds.

Section 8.4 Attorney's Fees. In the event that any action or suit is instituted by either party against the other arising out of this Acquisition Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

Section 8.5 Notices. Any notice, payment or instrument required or permitted by this Acquisition Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by overnight delivery an original of the same within twenty-four hours after such transmission), addressed as follows:

City and District: City of Beaumont

	550 East 6th Street Beaumont, CA 92223 Attention: City Manager, City Clerk
With a copy to:	John Pinkney Slovak Baron Empey Murphy & Pinkney, LLP 1800 E. Tahquitz Canyon Way Palm Springs, CA 92262
Owner:	SDC Fairway Canyon, LLC 4131 S. Main Street Santa Ana, CA 92707 Attention: Dale Strickland
With a copy to:	Argent Management 4131 S. Main Street Santa Ana, CA 92707 Attention: Rob Starkman
and a copy to:	Robert M. Haight, Jr. Holland & Knight LLP 50 California Street, Suite 2800 San Francisco, CA 94111

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 8.6 Severability. If any part of this Acquisition Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Acquisition Agreement shall be given effect to the fullest extent possible.

Section 8.7 Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Acquisition Agreement shall not be assigned by the Owner, except in whole to an Affiliate, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners which assume all of the Owner's obligations hereunder (which transfer is expressly authorized hereunder, upon prior written notice to the City without further act of the City), without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. In connection with any required consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved by the City. Without the City's written consent (except in whole to an Affiliate, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners which assume all of the Owner's obligations hereunder), no assignment shall release the Owner from its obligations and liabilities under this Acquisition Agreement.

Section 8.8 Other Agreements. The obligations of the Owner hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Owner's rights, or duties to perform their respective obligations, under other agreements, if any, use regulations or subdivision requirements relating to the development of the lands in the District. This Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 8.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Acquisition Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Acquisition Agreement thereafter.

Section 8.10 Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Acquisition Agreement shall be binding.

Section 8.11 Parties in Interest. Nothing in this Acquisition Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City, the District and the Owner any rights, remedies or claims under or by reason of this Acquisition Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Acquisition Agreement contained by or on behalf of the City, the District or the Owner shall be for the sole and exclusive benefit of the City, the District and the Owner.

Section 8.12 Amendment. This Acquisition Agreement may be amended, from time to time, by written Supplement hereto and executed by the City, the District and the Owner; provided, further, that Exhibit A may be modified to add additional authorized facilities or make adjustments to the existing Facilities only with the written approval of the Director and the Owner.

Section 8.13 Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 8.14 Termination. This Acquisition Agreement shall terminate and be of no further force as of December 31, 2030, unless extended by agreement of all the parties. If the Acquisition Agreement is terminated as provided herein, none of the City, the District or the Owner shall have any further responsibility or liability pursuant to this Acquisition Agreement. Upon the termination of this Agreement, the City shall direct the use of any remaining Bond or Special Tax proceeds to complete any remaining authorized facilities, redeem Bonds or use in any way permitted by the Act.

[Signature Page Follows]

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

CITY OF BEAUMONT

By: _____
City Manager

ATTESTED :

_____
City Clerk

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

By: _____
City Manager of the City of Beaumont

ATTESTED:

_____
City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED]

SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By: _____
Dale Strickland
Authorized Signatory

ACQUISITION AGREEMENT
(CFD NO. 2021-1)

EXHIBIT A

DESCRIPTION OF FACILITIES AND DISCRETE COMPONENTS ELIGIBLE FOR ACQUISITION FROM THE OWNER

Facility[1, 2, 3]	Amount Previously Approved by City	Amount Received from Prior Bond Proceeds	Remaining Estimated Cost
Dry Utilities, Phase 1	$ 716,094.72	$431,851.45	$ 206,015.23
Dry Utilities, Phase 3	653,224.00	0	653,224.00
Engineering and Consulting, Phases 1 & 3	1,435,182.80	831,222.74	603,960.06
Street Improvements, Tukwet Canyon Parkway (Champions to Mickelson)	0	0	400,000.00
Sewer & Storm Drainage Improvements, Phase 2	0	0	700,000.00
Tunnel, Phase 2 (Planning Areas 16/19)	0	0	900,000.00
Dry Utilities, Phase 2	0	0	500,000.00
Mickelson Park	0	0	4,800,000.00
Street Improvements Tukwet Canyon Parkway (Mickelson to OVP)	0	0	$2,800,000.00
Tunnels and Storm Drainage Box Structure Phase 4A (Tukwet Canyon & PA 26)	0	0	2,800,000.00
Sewer Improvements, Phase 4A	0	0	1,300,000.00
Sewer Lift Station, Phase 4A	0	0	3,100,000.00
Storm Drainage Improvements, Phase 4A	0	0	3,000,000.00
Dry Utilities, Phase 4A	0	0	1,800,000.00
TOTAL:			**$ 23,563,199.29**

1 The description of the above Facilities shall also include any appurtenant cost required for completion of such Facility including, but not limited to, grading, wet utility improvements, paving, dry utilities, performance bonds, design, planning, and engineering costs, etc.

2 Unless agreed to otherwise by the Owner and the City, dry utility cost reimbursements shall not exceed 5% of the proceeds of any series of Bonds.

3 The estimated costs of these Facilities represents the current estimates at the time of this Acquisition Agreement. The amount for any Facility may increase to include other costs subsequently submitted by Owner and approved by the City.

ACQUISITION AGREEMENT

EXHIBIT B

FORM OF PAYMENT REQUEST (FACILITIES)

PAYMENT REQUEST NO. ____

The undersigned (the "Owner"), hereby requests payment to the Payees listed on Attachment 2 in the total amount of $_____ for the Facilities (as defined in the Acquisition Agreement, dated as of June 1, 2021 by and among the City of Beaumont (the "City"), the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) and the Owner), or Discrete Components thereof (as described in Exhibit A to that Acquisition Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Owner, qualified to execute this Payment Request for payment on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. All costs of the Facilities or Discrete Components thereof for which payment is requested hereby are Actual Costs (as defined in the Acquisition Agreement referenced above) and have not been inflated or misrepresented in any respect. The amount of the payment requested has not been previously paid by the City.

3. Supporting documentation (such as third party invoices) is attached with respect to each cost for which payment is requested.

4. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Facilities or Discrete Components thereof for which payment is requested.

5. The Facilities or Discrete Components thereof for which payment is requested were constructed in accordance with all applicable City or other governmental standards, and in accordance with Plans approved by the City.

6. The Owner is in compliance with the terms and provisions of the Acquisition Agreement.

7. The Purchase Price for each Facility or Discrete Component (a detailed calculation of which is shown in Attachment 2 hereto for each such Facility or Discrete Component), has been calculated in conformance with the terms of the Acquisition Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Dated:_____

OWNER:
SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

Dated:_____

CITY:

Payment Request Approved for Submission to Finance Manager

By:_____
Director of Public Works

ACQUISITION AGREEMENT

ATTACHMENT 1

EXHIBIT B

[List here all Facilities or Discrete Components thereafter which payment is requested, and attach support documentation.]

ACQUISITION AGREEMENT

ATTACHMENT 2

EXHIBIT B

CALCULATION OF PURCHASE PRICE

[Use a separate sheet for each Facility or Discrete Component for which payment is being requested]

1.	Description (by reference to Exhibit A to the Acquisition Agreement) of the Facility or Discrete Component	$
2.	Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost):	$
3.	Subtractions from Purchase Price:	$
	A. Holdback for Lien releases (if any, see Section 3.4 of the Acquisition Agreement)	$
	B. Retention (if any, see Section 3.4 of the Acquisition Agreement)	$
4.	Total disbursement requested (Amount listed in 2, less amounts, if any, listed in 3)	$

Payment shall be directed to following payee(s): _____

_____

_____

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

_____

Dated: _____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

CITY:

Payment Request Approved for Submission to Finance Manager

Dated: _____

By:_____
Director of Public Works

ACQUISITION AGREEMENT

EXHIBIT C

CITY CFD POLICIES

CFD NO. 2021-1 (FAIRWAY CANYON)

June 1, 2021

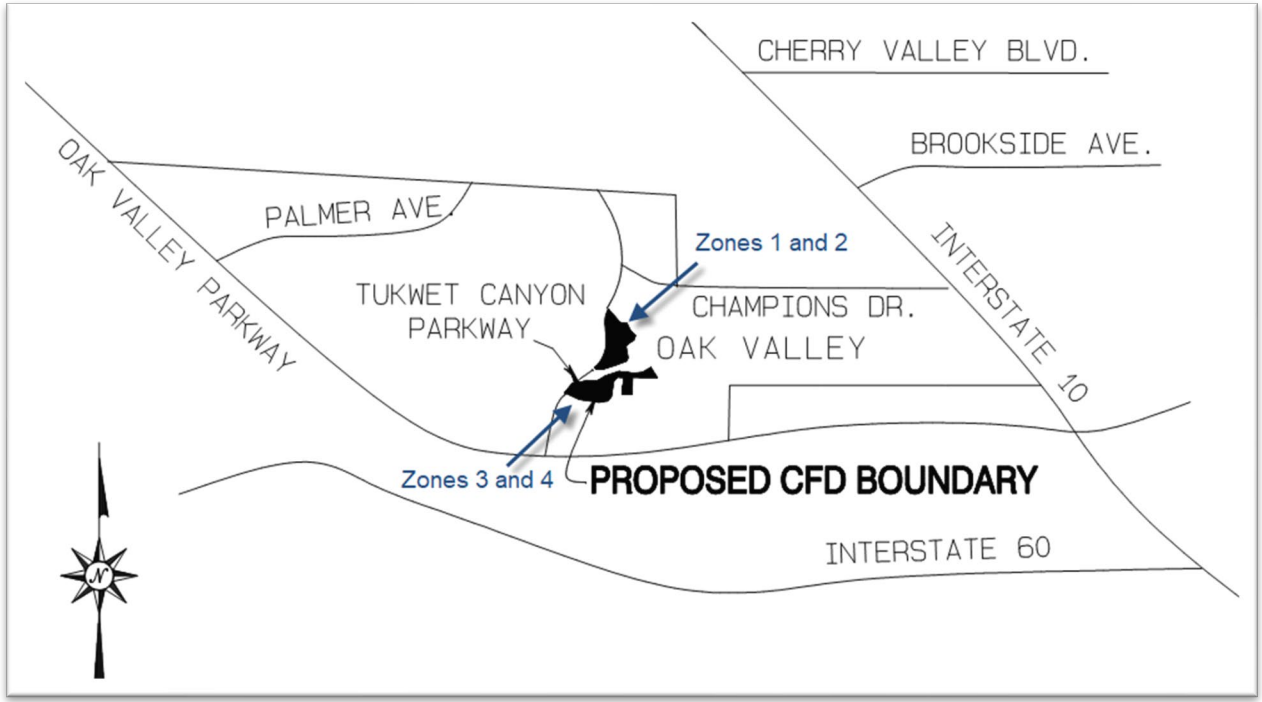
Recap- Development Overview

- Fairway Canyon – Planning Areas 25 and 26
  - Developers/Landowners: Woodside Homes, SDC Fairway Canyon, LLC and DR Horton
  - Ongoing development in the Fairway Canyon Master Planned Community
  - Areas formerly known as CFD No. 93-1 IAs 19D and a portion of 19F
    - To be dissolved in this formation action
- 529 Residential Homes
  - Comprised of Four Zones in Two Non-Contiguous Planning Areas
    - Each area consists of two zones
  - Zone 1 - 1,432 sq. ft. to 2,996 sq. ft. (70 units bordering golf course)
  - Zone 2 - 1,432 sq. ft. to 2,996 sq. ft. (191 units)
  - Zone 3 - 1,330 sq. ft. to 2,435 sq. ft. (136 units bordering golf course)
  - Zone 4 - 1,330 sq. ft. to 2,435 sq. ft. (132 units)

Development Overview (cont.)

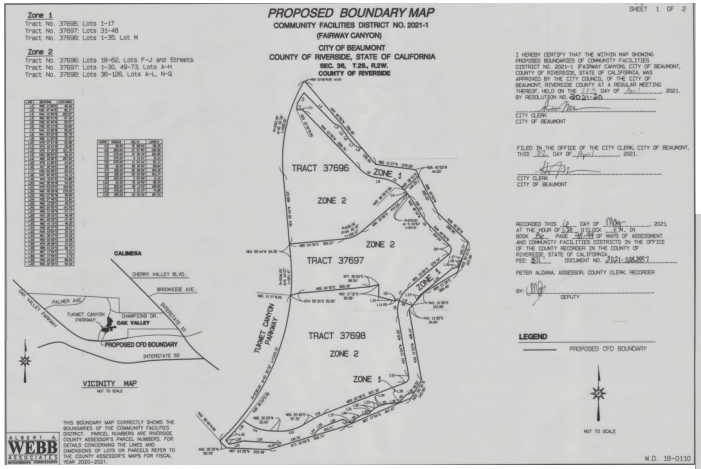
- Development is located east of Tukwet Canyon Pkwy, north of Oak Valley Pkwy, south of Champions Dr, and west of I-10
- Zones 1 and 2 represent the northern section
  - Zone 1 lots border golf course and Zone 2 is interior property
  - Planning Area 25, Formerly CFD 93-1 IA 19D
  - Woodside Homes and SDC Fairway Canyon, LLC
- Zones 3 and 4 represent the southern section
  - Zone 3 lots border golf course and Zone 4 is interior property
  - Planning Area 26, Formerly a portion of CFD 93-1 IA 19F
  - DR Horton

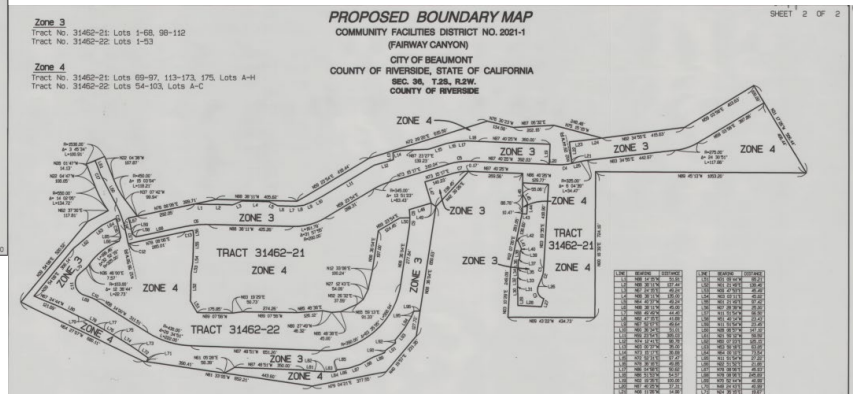
Vicinity Map



Recorded Boundary Map

Recorded May 6, 2021. Book 86, Pages 98-99. Recording No. 2021-0282887.





RMA and Special Tax Rates

- The Special Tax For Facilities
  - No escalation
  - Estimated Effective Tax Rate 1.98% to 2%
  - Zone 1 Special Tax Rates range from $1,745 to $2,345
  - Zone 2 Special Tax Rates range from $1,545 to $2,145
  - Zone 3 Special Tax Rates range from $1,840 to $2,380
  - Zone 4 Special Tax Rates range from $1,640 to $2,180
  - Pay for Facilities, Not Fees
  - Eligible Improvement costs total $21,150,000 and include street, sewer, storm drainage, and park improvements.

RMA and Special Tax Rates (cont.)

- The Special Tax for Public Services
  - Developed Residential Property - $509 per unit
  - Shall escalate by > of CPI or 5%, commencing July 1, 2022
- The Special Tax for Maintenance Services
  - Developed Residential Property - $205 per unit
  - Shall escalate by > of CPI or 2%, commencing July 1, 2022
- The Special Tax for Maintenance Services (Contingent)
  - Developed Residential Property - $624 per unit
  - Shall escalate by > of CPI or 2%, commencing July 1, 2022

Formation Calendar

- Step 1 - COMPLETE
  - April 20, 2021
    - Resolution of Intention to Establish CFD No. 2021-1
    - Resolution of Intention to Incur Bonded Indebtedness
- Step 2 – IN PROGRESS
  - June 1, 2021
    - Public Hearing and Election
    - First Ordinance Reading
- Step 3 - PENDING
  - June 15, 2021
    - Second Reading of Ordinance

Public Hearing and Election

- Conduct Public Hearing
- Resolution Establishing the District
- Election of Landowners
- Introduce Ordinance Levying the Special Tax

Questions?

Staff Report

TO: City Council

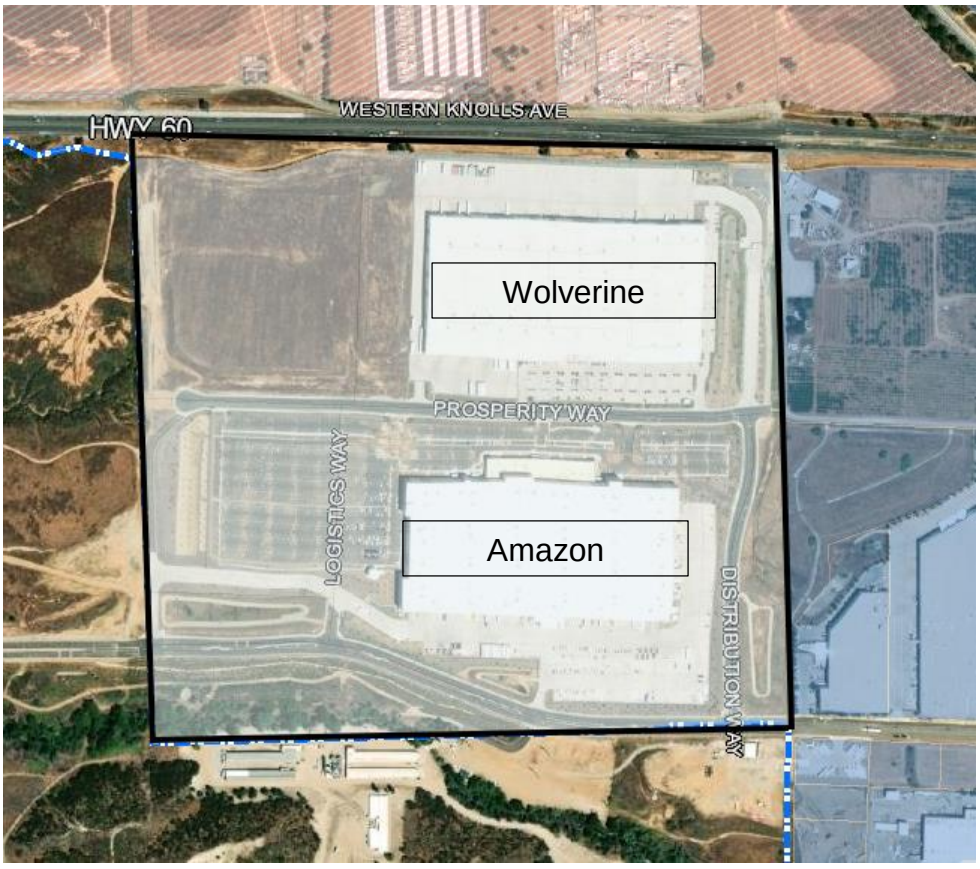
FROM: Christina Taylor, Community Development Director

DATE June 1, 2021

SUBJECT: **Public Hearing for the Consideration of a Development Agreement for Beaumont Crossroads I (Formally Known as Rolling Hills Ranch Specific Plan) Establishing Sewer Discharge Limitations**

Background and Analysis:

The subject site, Beaumont Crossroads I (also known as Rolling Hills Ranch Specific Plan), is located on the south side of State Route 60 east of Potrero Boulevard in the westerly most area of town. The site is currently occupied by Wolverine and Amazon.



The site has been subject to various entitlement activities in the past. The original Rolling Hills Specific Plan was adopted in April 1991 and amended in 2000 ("First Amendment"), 2002 ("Second Amendment") and 2004 ("Third Amendment") to reflect changing market conditions and planning considerations. The Third Amendment changed the land use from residential to industrial. The Fourth Amendment in 2018 was three-fold: first, to amend Tables III-A (Zoning Standards) and IV-A (Zoning Standards) of the Specific Plan to permit an increase in the allowable building height on Parcels 3 and 4; second, to amend the Permitted Land Uses in Section IV (Zoning Ordinance) and Table IV-C to clearly delineate the uses which are permitted and not permitted in this SPA Zone; and third, to amend the permitted land uses to recognize that the City has eliminated the LM zoning classification on which the permitted land uses were based and replaced it with a proposed land use list based on the current M zoning classification.

The site was also subject to a development agreement originally entered into in 1994 and amended in June 2004 to reflect the change to industrial development. A subsequent amendment to the development agreement took place in 2014 effective through August 2019. There were no additional development agreement amendments thus the development agreement expired in August 2019.

The proposed development agreement is intended solely to address sewer discharge limitations and establish a maximum allowable sewer flow. Based on current sewer infrastructure, the sewer treatment plant expansion and proposed improvements in the area surrounding the development, establishing a maximum sewer flow is necessary to ensure the integrity of the City's system and to ensure capacity is available for future development. If an occupant for the development requires more capacity than the proposed cap allows, a reassessment will be necessary and mitigation for any identified impacts will be required.

The development agreement proposes the following language regarding the maximum allowable sewer flow:

Section 9. Vested Rights and Applicable Rules, Regulations and Policies
(e) *"Sewer flow from the Project shall be limited to the amount provided in the Sewer Study dated June 1, 2020, prepared by Thienes Engineering, titled "SEWER AREA STUDY AND PRELIMINARY LIFT STATION DESIGN FOR BEAUMONT CROSSROADS II LOGISTICS", which study has been accepted by the City. The maximum sewer flow from the Project shall not be greater than a projected cumulative 106,080 gallons per day (gpd) peak flow at any given time, based upon estimated flow from Wolverine (or any future occupant of the structure, including the planned Wolverine*

expansion Parcel 1, on APN 424-050-016 & 018) not to exceed 55,470gpd and estimated flow from Amazon (or any future occupant of the structure on APN 424-050-020&022) not to exceed 50,610gpd. Any actual or projected exceedance in the projected maximum flow generated by the Project as determined by City shall be reassessed for sewer system impacts by City and mitigated by Developer accordingly. All sewer discharges from the Project shall comply with the applicable provisions of law, regulations, policies and orders including, but not limited to, those contained in the Beaumont Municipal Code". This allocation of the sewer capacity to the Project may not be allocated by the City or the Developer to other buildings or projects within the area and shall remain available to Developer for those buildings only contained within this Agreement even if not being fully utilized from time-to-time.

Both City staff and the applicant have agreed to this language and the means by which the need for excess flow will be addressed.

Environmental Documentation:
An Environmental Impact Report (EIR) was prepared and certified in 1991 for the Rolling Hills Ranch Specific Plan, and the later Addendums in 2000, 2002, 2004 and 2005 assessing the environmental impacts of the project and subsequent implementation steps, for the project. The EIR and the findings made by the City Council remain valid. This development agreement amendment is not subject to CEQA, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. 14 CCR Section 15061(b)(3).

Findings:
The guidelines for development agreements are established in City of Beaumont Resolution No. 1987-34. This resolution requires City Council to make the following findings:

1. The proposed agreement is consistent with the objectives, policies, general land use and programs specified in the General Plan:

The proposed development agreement is consistent with the General Plan and its goals, objectives and policies. Specifically, approval of this agreement will help ensure adequate sewer infrastructure improvements as needed.

2. The proposed agreement facilitates land uses which are compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located:

The proposed development agreement has no impact on zoning or land use on the property or in the surrounding area. There are no proposed changes to the zoning, land use or project approvals as a result of this amendment.

3. The proposed agreement is in conformity with public convenience, general welfare and good land use practice:

The development agreement has no impact on land use or compatibility with the surrounding area. The limits on sewer discharge as a result of this project will add to the public convenience and improve the general welfare of the businesses and residents in the area by ensuring existing and proposed infrastructure can adequately serve the public.

4. The proposed agreement will not be detrimental to the health, safety and general welfare:

Approval of the development agreement will have no impact on the health, safety or welfare of the City, the surrounding area or its residents. The agreement, through the imposition of conditions will ensure the existing and proposed infrastructure can adequately serve the public.

5. The proposed agreement will not adversely affect the orderly development of property or the preservation of property values:

Approval of this development agreement will help facilitate the orderly development of infrastructure and related facilities. Approval of this agreement amendment will not have a negative effect on orderly development or preservation of property rights and is agreed to by both the City and the property owner.

There are no unusual or changed circumstances at this site which would affect the entitlements or consideration of amendment to the development agreement. All of the required findings can be made in a positive manner.

Fiscal Impact:

Cost to prepare this report and associated documents is approximately $2,500 and is covered by the development agreement deposit on file.

Recommended Action:

Hold a public hearing, and

Waive the first full reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont adopting the Development Agreement between the City of Beaumont and Beaumont Crossroads I.”

Attachments:

A. Development Agreement
B. Sewer Study

RECORDING REQUESTED BY:

City of Beaumont

WHEN RECORDED MAIL TO:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attention: City Manager's Office

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)
Exempt from Recording Fees Pursuant to Government Code Section 27383
APN: 424-050-016, 018, 020 & 022

STATUTORY DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF BEAUMONT AND USEF CROSSROADS I & II, LLC

This Statutory Development Agreement ("Agreement") is entered into this 1ST day of June 2021, by and between CITY OF BEAUMONT, a general law city and municipal corporation located in the County of Riverside, State of California ("City"), and USEF CROSSROADS I, LLC, a Delaware limited liability company. and USEF CROSSROADS II, LLC, a Delaware limited liability company (collectively, "Developer"), pursuant to the authority of Sections 65864 et seq. of the California Government Code and Beaumont City Council Resolution No. 1987-34.

RECITALS:

WHEREAS, City is a general law city and a municipal corporation of the State of California; and;

WHEREAS, Developer owns approximately 126 developable acres of land the legal description of which is attached hereto and incorporated herein by reference in Exhibit "A" ("Subject Property") (Assessor Parcel Nos. 424-050-016, 018, 020,& 022, inclusive), subject to an existing specific plan known as the Rolling Hills Ranch Industrial Park Specific Plan, located south of SR-60, east of Potrero Boulevard in the City of Beaumont; and

WHEREAS, the Subject Property is subject to the following entitlements: General Plan Amendment 04-GPA-03, Rolling Hills Ranch Industrial Park Specific Plan, EIR and Addendums, Parcel Map 34209 and Plot Plan 04-PP-18, all as may have been amended ("Entitlements"); and

WHEREAS, the developed portion of the site is constructed and occupied by Wolverine on Parcel 2 located at 1020 W. Prosperity Way and Amazon on Parcel 3 located at 1010 W. Fourth Street; and

WHEREAS, the permitted uses of the Property are contained in the Beaumont Municipal Zoning Code in section 17.50.200 ML Zone (Light Manufacturing) including industrial uses being Trucking Terminal, Industrial Complex, Wholesale, Distribution and Storage, Administrative Offices and Other Uses determined to be substantially similar; the density and intensity of use is up to approximately 3 million square feet of distribution warehouses; and

WHEREAS, the Project provides jobs and industry in the City of Beaumont; and

WHEREAS, Developer is not requesting from the City, nor is the City providing, any form of financial assistance to locate, develop, construct and/or operate in the City of Beaumont, and Developer agrees to comply with all conditions of approval; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the California Government Code, "Development Agreement Statute" which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, this Development Agreement is intended to provide assurances to Developer that an approved Project may proceed subject to the policies, rules, regulations, and conditions of approval applicable to the Project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval, and provide assurances that City cannot otherwise unilaterally impose conditions of approval of the Project outside the context of the negotiated development agreement; and

WHEREAS, this Agreement will eliminate uncertainty in planning for and securing orderly development and occupancy of the Subject Property, assure installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34; and

WHEREAS, this Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, City, as "Lead Agency" under the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, has determined that the "Project," as more fully described in this Agreement, has been fully analyzed per CEQA Guidelines under the existing EIR and Addendum for the Project.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34 and in consideration of the mutual covenants and promises of the parties contained herein, the Parties agree as follows:

AGREEMENT:

Section 1. Incorporation of Recitals and Exhibits

The foregoing Recitals and attached Exhibits are true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.

Section 2. Effective Date

This Agreement shall become effective on the effective date ("Effective Date") of the ordinance enacting this Agreement ("Enacting Ordinance").

Section 3. Term

The parties agree that the Term of this Agreement shall continue until terminated by either party, commencing on the Effective Date, subject to any termination provisions described in this Agreement ("Term").

Section 4. Project

The "Project" includes the existing development of approximately 3 million square feet of industrial development with associated on and off-site improvements and landscaping on the Subject Property, which consist of approximately 126 developable acres in the Rolling Hills Ranch Specific Plan, subject to the following Entitlements: General Plan Amendment 04-GPA-03, Rolling Hills Ranch Specific Plan, EIR and Addendums, Parcel Map 34209 and Plot Plan 04-PP-18 (“Entitlements”).

Section 5. Project Site

The "Project Site" is the same as the Subject Property, which consists of approximately 126 developable acres of vacant land in the Rolling Hills Specific Plan, located south of SR-60, east of Potrero Boulevard, in the City of Beaumont, California.

Section 6. Termination

This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

(a) The expiration of the Term of this Agreement; or

(b) Entry of final judgment or issuance of a final order by a court of competent

jurisdiction directing City to set aside, withdraw, or abrogate City's approval of this Agreement or any material part of the Entitlements;

(c) The effective date of City's election to terminate this Agreement in response to an uncured default by Developer, pursuant to the terms of this Agreement.

In the event of a termination of this Agreement with respect to any portion of the Project or Project Site, any then-existing rights and obligations of the parties under this Agreement with respect to such portion of the Project or Project Site shall automatically terminate and be of no further force, effect or operation. No termination of this Agreement with respect to any portion of the Project or Project Site shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Project or Project Site. If City lawfully terminates this Agreement because of Developer's default, then City shall retain any and all benefits, including without limitation any money, improvements, structures, easements or dedications received by City pursuant to any term or condition of this Agreement.

Section 7. Cooperation by Developer

Developer shall, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations under this Agreement and cause its planners, engineers and other consultants to do the same. Developer also shall apply in a timely manner for such other permits and approvals from other governmental or quasi- governmental agencies having jurisdiction over the Project or Project Site as may be required for the development or operation of the Project or Project Site, as contemplated by this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to require Developer to develop, construct, open or operate on the Project Site. Except as provided to the contrary in Sections 23 and 24 regarding Hold Harmless and Indemnity, Developer shall have no obligations under this Agreement for matters that occur or obligations that arise with respect to any portion of the Project Site after it has transferred such portion of the Project Site to another party so long as Developer has complied with Section 17 hereof by providing notice to the City or obtaining the City's approval to the extent required in Section 17.

Section 8. Processing Fees

Notwithstanding anything else herein, Developer shall pay all applicable fees pursuant to the Beaumont Municipal Code and established Fee Schedule in the amounts set forth in the schedule of fees in effect at the time such fees are due and payable during the development process. Without limiting the forgoing such fees will include grading permit fees, building permit fees and other similar fees.

Section 9. Vested Rights and Applicable Rules, Regulations and Policies

(a) Except as otherwise provided in this Agreement, Developer shall have the vested right to develop the Project and Project Site pursuant to the Entitlements and the rules, regulations, and policies governing use, density, design, improvement, construction, maximum height and size of proposed buildings in effect on the Effective Date of this Agreement (collectively, "Applicable Law"). It is the intent of City and Developer that the

vesting of development rights of Developer shall include the permitted land uses, density and intensity of use of the Project Site, timing or phasing of development, zoning, and the location and size of public improvements and other terms and conditions of development of the Project or Project Site as set forth in the Entitlements and this Agreement. Except in the event of termination of this Agreement under Section 6, the Entitlements associated with the Project shall not expire prior to the end of the Term. In addition, pursuant to the City's policies, if, prior to the expiration of the Term of this Agreement, Developer has completed either Building 1 or Building 2, and all public and private improvements required in relation thereto and an unconditional Certificate of Occupancy has been issued by City, the Entitlements relative to such building shall have been deemed satisfied as it relates to this Agreement and the Entitlements for the remaining building to be constructed will continue in effect as otherwise provided in this Agreement.

(b) In accordance with Government Code Section 65866, nothing herein shall be construed to limit City's authority in subsequent actions applicable to the Property, to apply new rules, regulations and policies to the Project or Project Site which do not conflict with the Applicable Law or this Agreement, nor to limit City's police power to implement, based upon appropriate and adequate findings, specific emergency measures necessary to protect against real and actual threats to the health, safety and welfare of the general public. Nor shall this Development Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of these existing or new rules, regulations, and policies.

(c) Notwithstanding anything to the contrary contained in this Agreement, City shall apply to the Project or Project Site, at any time during the term of this Agreement, the codes then in effect, as set forth in Title 15 of the Beaumont Municipal Code "Buildings and Construction".

(d) As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Project or Project Site of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with the Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement.

(e) "Sewer flow from the Project shall be limited to the amount provided in the Sewer Study dated June 1, 2020, prepared by Thienes Engineering, titled "SEWER AREA STUDY AND PRELIMINARY LIFT STATION DESIGN FOR BEAUMONT CROSSROADS II LOGISTICS", which study has been accepted by the City. The maximum sewer flow from the Project shall not be greater than a projected cumulative 106,080 gallons per day (gpd) peak flow at any given time, based upon estimated flow from Wolverine (or any future occupant of the structure, including the planned Wolverine expansion Parcel 1, on APN 424-050-016 & 018) not to exceed 55,470gpd and estimated flow from Amazon (or any future occupant of the structure on APN 424-050-020&022) not to exceed 50,610gpd. Any actual or projected exceedance in

the projected maximum flow generated by the Project as determined by City shall be reassessed for sewer system impacts by City and mitigated by Developer accordingly. All sewer discharges from the Project shall comply with the applicable provisions of law, regulations, policies and orders including, but not limited to, those contained in the Beaumont Municipal Code". This allocation of the sewer capacity to the Project may not be allocated by the City or the Developer to other buildings or projects within the area and shall remain available to Developer for those buildings only contained within this Agreement even if not being fully utilized from time-to-time.

Section 10. Assessments, Fees, Mitigation and Exactions.

The City shall not impose any future assessment, fee, mitigation measure or exaction on the Property, the Project or the Development Plan or any portion thereof, except (a) those existing and proposed assessments, fees, mitigation measures and exactions in existence on the date of this Agreement as they may be amended from time to time, (b) such other fees, assessments and exactions as may be adopted or imposed by the City in conformance with the requirements of Article XIII D of the California Constitution, (c) such other development impact fees or categories of development impact fees which are adopted on a City or County-wide basis or as required as a condition to obtaining County funding; and (d) such other development impact fees or categories of development impact fees which are imposed on other development projects in the City and are adopted and levied based on a benefit assessment. Fees payable to City shall be at rates applicable on the date the fee is paid.

Section 11. Revisions

Developer initiated revisions to the entitlements related to the Project or Project Site shall not require an amendment to this Agreement, provided that City finds and determines that the proposed change or modification is consistent with the development standards and guidelines set forth in this Agreement and Applicable Laws.

Section 12. Nexus/Reasonable Relationship Challenges

Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions or requirements set forth in this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

Covenant Not To Sue. The Parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, or based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid,

or unenforceable.

Section 13. Covenants Binding

All of the terms, provisions, and obligations contained in this Agreement shall be binding upon the City and Developer. Notwithstanding anything set forth in this Agreement to the contrary, during the term hereof, the Project and Project Site shall be subject to this Agreement, and any development of any portion of the Project and Project Site shall be subject to and in accordance with the terms of this Agreement.

Section 14. Periodic Review

City shall conduct a review of this Agreement as set forth as follows:

(a) Annual Review. City will review the extent of good faith compliance by Developer with the terms of this Agreement annually commencing on the first anniversary of the Effective Date of this Agreement.

(b) Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto.

(c) Cooperation. Developer agrees to reasonably cooperate with City's review process.

(d) Failure to Conduct Review. City's failure to conduct an annual review of this Agreement shall not constitute a breach of this Agreement.

(e) Certificate of Compliance. If, at the conclusion of a periodic or special review, Developer is found to be in compliance with this Agreement, City shall issue a Certificate of Compliance ("Certificate") to Developer stating that after the most recent periodic or special review, and based upon the information known or made known to City that: (i) this Agreement remains in effect and (ii) Developer is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or. special review, but was concealed from or otherwise not known to City, regardless of whether or not the Certificate is relied upon by assignees or other transferees or Developer.

Section 15. Relationship of Parties

It is specifically understood and agreed by and among the parties hereto that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder. City and Developer also hereby renounce the existence of any form of joint venture or partnership among them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

Section 16. No Third Party Beneficiaries

The only parties to this Agreement are Developer and City. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

Section 17. Assignment of Rights

Developer shall have the right to assign or delegate all or a portion of its rights, duties and obligations under this Agreement to subsequent fee owners of the Subject Property, (a) by giving prior written notice to City, to any entity in which Developer, or its principal shareholders, retain a majority ownership interest so long as such assignee expressly assumes the obligations of Developer hereunder, and (b) with the prior written consent of the City, which shall not be unreasonably withheld, to any other subsequent fee owner of the Project or portion thereof. Otherwise, Developer may not assign all or any portion of its rights hereunder nor delegate all or any portion of its duties and obligations hereunder. Notwithstanding the foregoing provisions of this Section 17, without further approval by the City, Developer may assign its rights and obligations hereunder, upon the conveyance of the Subject Property within one hundred twenty (120) days after the Effective Date, to the "Assignee" defined in the Recitals. Developer shall provide the City a copy of a written assignment of Development Agreement to such Assignee within ten (10) days after such conveyance of the Subject Property. When a permitted assignment has taken place pursuant to this Section 17, the assignor shall have no further duties, obligations or rights thereafter under this Agreement with respect to the portion of the Subject Property which is being transferred (except in relation to matters which occurred prior to the date of such transfer as provided in Sections 23 and 24).

Section 18. Singular and Plural; Gender; and Person

Except where the context requires otherwise, the singular of any word shall include the plural and vice versa; pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa; and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

Section 19. Time Is of the Essence

Time is of the essence of this Agreement and of each and every term and condition hereof.

Section 20. Waiver

All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to an Event of Default as defined in this Agreement. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute

waiver of such party's right to demand strict compliance and specific performance by the other party in the future. In addition, no express written waiver of any Event of Default shall affect any other Event of Default, or cover any period of time other than as specified in such express waiver.

Section 21. Amendments

This Agreement may be amended from time to time by mutual consent of the original parties or their successors in interest, with City's costs payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and City's adopted procedures and requirements for the consideration of amendments to development agreements. Minor revisions, as described above, shall not require an amendment to this Agreement.

Section 22. Ambiguities or Uncertainties

The parties hereto have mutually negotiated the terms and conditions of this Agreement and each party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of both parties and neither party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

Section 23. Hold Harmless

Developer hereby agrees to, and shall defend, indemnify and hold harmless City, city council, commissions, boards, subcommittees and City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's officers', agents', consultants', employees', contractors' or subcontractors' negligent, willful or reckless conduct performed under or with respect to this Agreement. Developer shall have no obligations under this Section 23 (except in relation to matters which occurred prior to the date of such transfer) with respect to any portion or all of the Subject Property after it has transferred and conveyed its fee interest in such portion or all of the Subject Property to a third party.

Section 24. Indemnification

Developer shall defend, indemnify and hold harmless City, city council, commissions, boards, subcommittees and City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from and against any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved by City; (ii) any environmental determination made by City in connection with the Project, Project Site or this Agreement; and (iii) any proceedings or other actions undertaken by City in connection with the adoption or approval of any of the above. In the event of any administrative, legal, equitable action or other proceeding instituted by any third party (including without limitation a governmental entity or official) challenging the legality, validity or adequacy of any of the above items or any portion thereof, the Parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel by City. Developer shall have no obligations under this Section 24 (except in relation to matters which occurred prior to the date of such transfer) with respect to any portion or all of the Subject Property after it has transferred and conveyed its fee interest in such portion or all of the Subject Property to a third party.

Section 25. Delays in Performance

In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their obligations hereunder during any period of delay caused by acts of God or civil commotion; major acts of terrorism occurring in the United States of America, riots, strikes, picketing, or other labor disputes; shortage of materials or supplies; damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties; litigation, restrictions imposed or mandated by governmental or quasi-governmental entities; and/or enactment of conflicting provisions of the Constitution, laws of the United States of America, the State of California, or any codes, statutes, regulations or executive mandates promulgated thereunder. If written notice of such delay is given to either party within thirty (30) days after the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon.

Section 26. Events of Default

A default under this Agreement shall be deemed to have occurred upon the happening of one or more of the following events or conditions: (i) a warranty, representation, or statement made or furnished by Developer expressly in this Agreement

to City or by City to Developer is false or proves to have been false in any material respect when it was made, or (ii) a finding by City made following a periodic review of the Agreement under the procedure provided in this Agreement, based on substantial evidence, that Developer has not complied in good faith with one or more of the terms or conditions of this Agreement, or (iii) Developer's failure to perform any of its material obligations under this Agreement (each an "Event of Default"). Upon the occurrence of an Event of Default by Developer or City, the non-defaulting party shall provide the other party thirty (30) calendar days written notice specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured ("Notice of Default"). Subject to any extensions of time by mutual consent of the parties in writing, and subject to the provisions of Sections 25 and 31 of this Agreement, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the receipt of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or whether any further building permits shall be issued with respect to the Project Site.

Section 27. No Ministerial Permits upon Developer Default

No ministerial permits, such as but not limited to building permits and grading permits, shall be issued nor shall any applications for such ministerial permits be accepted for any structure or improvement for the Project or on the Project Site during the course of any default proceedings initiated by City until after it has been determined Developer is not in default or until such default is cured by Developer or is waived by City.

Section 28. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 29. Venue

In the event that suit is brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

Section 30. No Damages Relief

Notwithstanding anything else in this Agreement to the contrary, the parties acknowledge that neither would have entered into this Agreement had either been exposed to damage claims for any breach hereof. As such, the parties agree that in no event shall either party be entitled to recover monetary damages of any kind whatsoever (other than the recovery of costs and attorney's fees pursuant to the terms of this Agreement or applicable law) against the other for breach of this Agreement.

Section 31. Legal Action; Attorneys' Fees

Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs to be paid by the losing party.

Section 32. Notices

Any notice or communication required hereunder among City and Developer shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, by personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addressees designated below as the party to whom notices are to be sent. Notice by registered mail shall be deemed to have been received when delivered by the US Mail service to the recipient. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

To City:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attention: Community Development Director

To Developer:

USEF Crossroads I & II, LLC
USAA Real Estate Company
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230
Attn: Lange Allen
E-mail: lange.allen@usrealco.com

Section 33. Consistency of Entitlements with Agreement

The parties hereto acknowledge that it is their intention that all terms, conditions and obligations of any and all entitlements related to the Project Site and/or Project, or arising from this Agreement shall be consistent with, or at minimum, shall not conflict with, the terms, provisions and obligations of this Agreement.

Section 34. Partial Invalidity Due to Governmental Action

In the event state or federal laws or regulations enacted after the Effective Date, or formal action of any governmental entity other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

Section 35. Further Actions and Instruments

The parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

Section 36. Entire Agreement

This Agreement and the exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the exhibits attached hereto, any prior correspondence, memoranda, warranties, representations and agreements unless otherwise provided in this Agreement, are superseded in total by this Agreement and the exhibits attached hereto.

Section 37. Severability

If any term, provision, covenant or condition of this Agreement is repealed by referendum or is held by a court of competent jurisdiction or an authorized government enforcement agency to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 38. Authority to Execute Agreement

The person or persons executing this Agreement on behalf of Developer and City warrant and represent that they have the authority to execute this Agreement and the authority to bind Developer and City, as applicable, to the performance of their respective obligations hereunder.

Section 39. Counterparts

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 40. Recordation

In order to comply with Section 65868.5 of the Development Agreement Statute, the parties do hereby direct the City Clerk to cause a copy of this Agreement to be recorded with the Riverside County Recorder's Office within ten (10) days after the Enacting Ordinance takes effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

CITY OF BEAUMONT **APPROVED:** _____ By: Mike Lara, Mayor **ATTEST:** By:_____ Steven Mehlman, City Clerk **APPROVED AS TO FORM:** By: John Pinkney, City Attorney	**DEVELOPER** **APPROVED:** **(see following page)**

USEF CROSSROADS I, LLC, a Delaware limited liability company

BY: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP, a Delaware limited partnership, its managing member

By: USAA Eagle OP GP, LLC, a Delaware limited liability company, its general partner

By:_____
Name:_____
Title:_____
Date Signed:_____

USEF CROSSROADS II, LLC,
a Delaware limited liability company

By: USAA Eagle Real Estate Multi-Sector Operating Partnership, LP, a Delaware limited partnership, its managing member

By: USAA Eagle OP GP, LLC, a Delaware limited liability company, its general partner

By:_____
Name:_____
Title:_____
Date Signed:_____

SEWER AREA STUDY
AND PRELIMINARY LIFT STATION DESIGN

FOR

BEAUMONT CROSSROADS II LOGISTICS

4th Street
BEAUMONT, CA 92223
P.M. No. 36426

Prepared for:
McDonald Property Group
1140 N. COAST HIGHWAY
LAGUNA BEACH, CA 92651
PHONE: (949) 999-2800

Prepared By:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
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TEI PROJECT #3080i

Reinhard Stenzel, RCE #56155

Date: June 1, 2020

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LIST OF EXHIBITS

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Exhibit 2. Proposed Sewer Sizing Exhibit
Exhibit 3. Public Sewer Improvement Exhibit
Exhibit 4. Preliminary Sewer Lift Station Layout

APPENDICES

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Appendix B. Hydraulic Calculations

Appendix C. EMWD Table 1: Development Densities
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1. INTRODUCTION

The following study is being prepared at the request of the City of Beaumont to verify that the proposed size of public sewer mains, being constructed with the Beaumont Crossroads II Logistics project, will adequately convey the ultimate sewer discharges from all tributary developments.

The tributary developments for this study include various properties on the north and south side of 4th Street (see Exhibit 1), bounded on the east by Distribution Way and bounded on the west by the west end of the proposed Jack Rabbit Trail development.

A 15" public gravity sewer main and 6" and 16" sewer force mains have been constructed in 4th Street from the Amazon/Wolverine development to the intersection of 4th Street and Potrero Blvd., with a 15" gravity sewer main stubbed to the south and west at Potrero Blvd.

A preliminary sewer lift station design is presented based on a 2-phase approach with an interim and ultimate tributary sewer flow as determined by the sewer area study.

2. PROJECT DESCRIPTION

The project site will consist of two warehouse buildings. Building 1 (1,867,040 SF), south of 4th Street and Building 2 (1,000,170 SF), north of 4th Street. The project will be responsible to construct new sewer mains in 4th Street from the west end cul-de-sac, west to the proposed public sewer lift station (Line A) and from the intersection with Potrero Blvd east to the proposed lift station (Line B). Refer to attached Exhibit 2. The proposed sewer lift station will be located at the east end of building 1, on the south side of 4th Street.

The entire project site and the majority of tributary sewer area study is designated as "Industrial" by the City of Beaumont General Plan Land Use map (see Appendix A) with only the Legacy Highland project being proposed Residential and a portion of the Legacy Highlands and Jack Rabbit Trail projects being Commercial/Retail.

3. SEWER CAPACITY ANALYSIS

The City of Beaumont has adopted the Eastern Municipal Water Districts (EMWD) design guidelines for wastewater collection system master plan design. Wastewater Flow (GPD/Acre) based on Land Use Category was obtained from EMWD Table 1 for each tributary land use (see Appendix C).

The areas and densities used to determine the proposed flow generated by the Highland Legacy Residential/Warehouse/Commercial projects were obtained from the Legacy Highlands Site Plan and Preserve Phasing Map prepared by SRD Design Studio, Inc. dated 5/19/20 and 6/3/19 (see Appendix E).

The areas used to determine the proposed flow generated by the Jack Rabbit Trail Warehouse/Commercial project were obtained from the JRT Site Plan prepared by HPA (see Appendix E). Much of the project site is natural open space, therefore, the actual project area, for use in determining sewer flow, was based on an assumed 50% site coverage for warehouse

use. The known proposed building square footage was multiplied by 2 to obtain site area. The commercial site area is based on the site plan.
The Wolverine, Amazon, ASM, Hall, Ricker, Lassen and Beaumont Crossroads II project flows are all based on site area (excluding open space) and warehouse land use.

The proposed sanitary sewer pipelines were analyzed using the EMWD Sanitary Sewer System Planning & Design Guidelines. The sewer capacity criteria cites a maximum design capacity at 50% full for new pipes less than 15" and 70% full for new pipes 15" and greater. Each pipe segment is modeled at peak flow, calculated from the average daily flow factor for land use category from EMWD Table 1. A maximum peak flow factor of 2.87 is applied, per EMWD 2015 Master Plan Supplement – Planning and Sizing Criteria.

The equation for the tributary sewer discharge is:

$$\mathbf{Q_{Design} = Q_{Ave} \times Peaking\ Factor}$$

Where, Q_{Ave} = Design Loading Criteria (GPD/Acre) x Service Area (Acres)

Pipe capacity calculations were generally provided for the pipe segment with the least slope (s) for each pipe diameter (D) and flow (Q) condition. This would represent the maximum flow depth (d) for a particular reach with similar Q and D.

4. SEWER CAPACITY STUDY RESULTS

Sewer flow values used in the capacity analysis can be found in the Sewer Area Study Calculations Tables (see Appendix A). Table 1 reflects interim condition at build out of Beaumont Crossroads II project and Table 2 reflects ultimate condition at buildout of entire sewer study area. The flow depth and velocity of each sewer reach was calculated using AES Hydraulic Elements I software and are presented in Hydraulic Calculations (see Appendix B).

The controlling reach for Line A is between Manhole 1 and Manhole 7. The proposed pipe diameter for this reach is 12" with a slope of 0.0040. With a projected Q=0.6664 cubic feet per second (cfs), the velocity (V) is 2.5 feet per second (fps) and the depth is 0.37'. This reach therefore is flowing at 53% of the maximum allowed depth of 50% full. The remainder reaches in Line A are also 12" in diameter with the same Q and slopes greater than 0.0040, therefore these reaches will all meet capacity requirements.

The controlling reach for Line B is between Manhole 10 and the future Lift Station. The proposed pipe diameter for this reach is 15" with a slope of 0.0080. With a projected Q=3.7835 cfs, the V=5.0 fps and the d=0.74'. This reach therefore is flowing at 85% of the maximum allowed depth of 70% full. The remainder reaches in Line B are also 15" in diameter with the same or lesser Q's and slopes greater than 0.0080, therefore these reaches will all meet capacity requirements.
It must be noted that a reach upstream of Line B, the existing pipe between Manhole 17 and the next existing upstream manhole, will be the limiting reach for flow from the east. The existing pipe diameter for this reach is 15" with a slope of 0.0055. With a projected Q=3.6585 cfs, the V=4.3 fps and the d=0.82'. This reach therefore is flowing at 94% of the maximum allowed depth of 70% full.

5. LIFT STATION DESCRIPTION

The above sewer area study provides the sewer flow data necessary, per EMWD and City of Beaumont standards, to design a new public sewer lift station that utilizes the two force mains and gravity main installed in 4th Street (see Exhibit 3). In addition, Romtec has provided support for the preliminary design of the lift station and force main capacities. This public lift station will be located on the south side of 4th Street (by easement from Parcel 1 owner), approximately 650 feet west of Cooper's Creek on Parcel 1 of Parcel Map 36426. The public sewer lift station will be maintained and operated by the City of Beaumont upon completion and activation of Phase 1. Based on the preliminary sewer/lift station study we have concluded a two-phase lift station concept, with both lift stations located side by side in the same easement area (approximately 75' x 180'), will best meet the interim and ultimate needs.

The Phase 1 lift station design will accommodate sewer flow from the existing Wolverine and Amazon buildings and the proposed flow anticipated from the entire Beaumont Crossroads II warehouse project upon full buildout. The Beaumont Crossroads II discharge assumes standard warehouse/ logistics uses (excludes non-food manufacturing or heavy processing sewer needs, if any). The Peak Average Dry Weather Flow from these projects is 171 gpm. The existing Wolverine and Amazon buildings currently utilize a temporary private lift station located at Prime Dr. and 4th Street. The temporary lift station will be abandoned when the Phase 1 lift station is activated. The Phase 1 lift station will utilize the 6" force main in 4th street to pump flows to the existing sewer treatment plant on the south side of 4th Street, east of Nicholas Road. The Phase 1 sewer lift station will require two 72 horsepower pumps and have a maximum capacity of 300 gpm. The fully completed and operational Phase 1 lift station, along with the basic infrastructure of the overall lift station site, will be installed prior to a certificate of occupancy for either: a) The first building completed by the Beaumont Crossroads II project, or b) The first new building tributary to the lift station requiring sewer service and not being served by the existing temporary lift station located at 4th Street and Prime Way.

The Phase 2 lift station design will accommodate sewer flow from the entire Sewer Area Study tributary to this lift station. The Peak Average Dry Weather Flow for the entire sewer study area is 1,997 gpm. The Phase 2 sewer lift station will require three 160 horsepower pumps and have a maximum capacity of 3,000

gpm. When future development occurs that exceeds the maximum capacity of the Phase 1 lift station, the development that causes this increase will be responsible to install and pay for the Phase 2 lift station project and extension of the 16" force main from Distribution Way to Nicholas Road. The Phase 2 lift station will utilize the 16" force main to pump flows to the sewer treatment plant. When the Phase 2 lift station becomes active, the Phase 1 lift station may be disconnected/abandoned or incorporated into the Phase 2 lift station design.

6. PRELIMINARY LIFT STATION DESIGN

A preliminary lift station design has been prepared by Romtec Utilities based on flow data and sewer improvement plans provided by Thienes Engineering. Per EMWD design standards the lift station and force mains will be designed with a 20% allowance for wet weather flows (Peak Lift Station Flow = Peak Average Dry Weather Flow X 1.2).

Phase 1 Lift Station:

Peak Lift Station Flow = 171 gpm X 1.2 = 205 gpm

Phase 1 lift station and 6" force main maximum capacity = 300 gpm, therefore OK

Phase 2 Lift Station:

Peak Lift Station Flow = 1,997 gpm X 1.2 = 2,396 gpm

Phase 2 lift Station and 16" force main maximum capacity = 3,000 gpm, therefore OK

Preliminary Lift Station Layout

Romtec Utilities has completed a preliminary equipment layout for the proposed lift station site (see Exhibit 4). The following are key considerations and notes for this proposed equipment layout and site plan:

1. **Site Size**
    a. Romtec Utilities is showing 77' ft. from the street to the back CMU wall, and 146' ft. of total driveway. The CMU screened area would be roughly 63 x 84 ft. and includes space for both lift stations, generator pad, CMU control building, and the access drive. This is not an exact layout, as we have not designed all equipment, but is "best efforts" at this time.

2. **CMU Walls**
    a. Romtec Utilities is proposing that the site be screened by CMU walls with 16' gates at each end.

3. **Center Driveway**
    a. Romtec Utilities is proposing that the site be accessed by a 16’ wide center driveway which would allow “now and future” access to both lift stations for delivery, construction, and maintenance of both systems without having to have trucks/semis turning within the site. By having a “drive through” configuration, the lot is significantly smaller than if we needed appropriate space for trucks to turn around within the site.
    b. Romtec Utilities would envision a gravel driveway be added first during construction of the first lift station and the wet well of the future lift station. Then, after the full buildout of the future station, the finishing site work/paving could be completed.
    c. It is crucial that an operator boom truck can access both wet wells and valve manifold for removal, installation, and maintenance.

4. **Generator Location**
    a. Romtec Utilities is proposing a single generator location in which the pad is sized for the future generator, but the initial phase generator can be located until it needs to be replaced.

5. **CMU Building**
    a. Romtec Utilities has sized a simple CMU building that can house the Motor Control Center (MCC). The equipment layout is currently designed such that the building only houses the full-buildout control panel. If needed, Romtec Utilities can review the options of housing both the initial and full-buildout MCC’s within the control building.

6. **System Phasing**
    a. For the initial phase, Romtec Utilities would recommend that the first pump station and the wet well of the full buildout system be installed as well as the generator pad, CMU building, CMU screening walls, and driveway.
    b. Then, once the full buildout system is needed, the construction can be finished with the addition of the valve manifold, MCC, and Generator.
    c. Also, the first phase wet well would become the upstream manhole to the full buildout wet well which would simplify the gravity piping and provide direct access for maintenance or bypass pumping within the pump station site.

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Exhibits:

Exhibit 1. Sewer Study Area Map

Exhibit 2. Proposed Sewer Sizing Exhibit

Exhibit 3. Public Sewer Improvement Exhibit

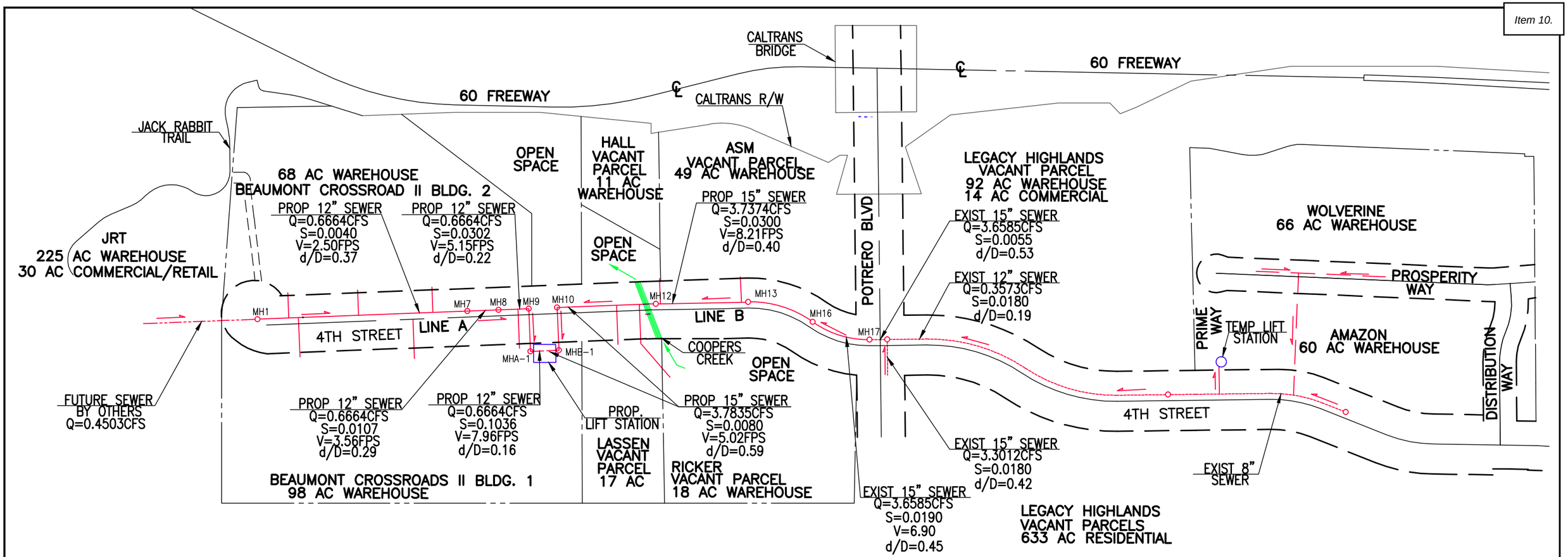
Exhibit 4. Preliminary Sewer Lift Station Layout

EXHIBIT 1

SEWER STUDY AREA MAP

STUDY AREA BOUNDARY

SUB AREA BOUNDARY



REFER TO PUBLIC SEWER IMPROVEMENT PLAN FOR 4TH STREET WEST OF POTRERO BLVD. PW2020-0430

REFER TO PUBLIC SEWER IMPROVEMENT PLAN FOR 4TH STREET EAST OF POTRERO BLVD. PW2018-0250, FILE NO. 3251

NTS

EXHIBIT 2

Last Update: 5/31/20
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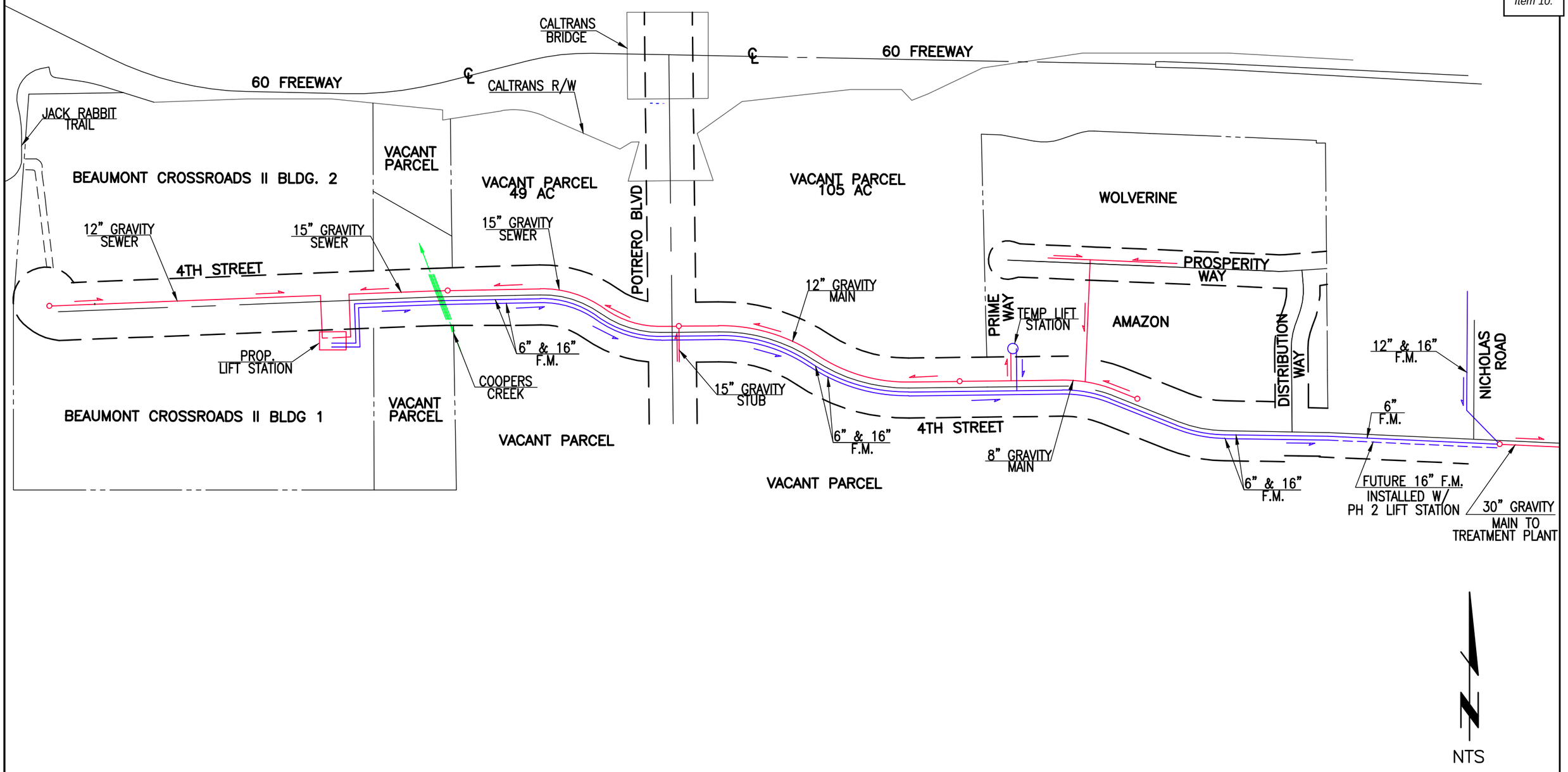
PROPOSED SEWER SIZING EXHIBIT

BEAUMONT CROSSROADS II LOGISTICS
GRAVITY SEWER
4TH STREET – BEAUMONT, CA



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PUBLIC SEWER IMPROVEMENT - EXHIBIT 3

4TH STREET GRAVITY SEWER & FORCE MAIN
4TH STREET
BEAUMONT, CA

PRELIMINARY LAYOUT WITH RU EQUIPMENT.
4-23-20

4TH STREET

NEW GRAVITY SEWER MANHOLE

GRAVITY SEWER INLET PIPE

8FT WET WELL INITIAL PHASE DUPLEX PUMPS 7.2HP

INITIAL PHASE CONTROL PANEL AREA

ABOVE GROUND VALVE ASSEMBLY

GRAVITY SEWER INLET PIPE

NEW GRAVITY SEWER MANHOLE

6" FORCE MAIN TO CONNECT TO PRE INSTALLED FORCE MAIN.

GRAVITY SEWER INLET FROM INTIAL PHASE WET WELL TO FULL BUILD OUT WET WELL.

BURIED SERVICE SHUT OFF VALVE. TO BE CLOSED UNTIL FULL BUILD OUT LIFT STATION IS NEEDED.

16.00'

77'

16.00'

ABOVE GROUND VALVE ASSEMBLY

16" FORCE MAIN

6" FORCE MAIN

10FT WET WELL FULL BUILD OUT TRIPLEX 16OHP PUMPS

GENERATOR AREA

12.00'

16.00'

CMU BLOCK WALL AROUND SITE

BUILDING FOR FULL BUILD OUT MCC CONTROL PANEL AREA

MOVE PROPERTY LINE TO GIVE ROOM FOR BUILDING AND GENERATOR SO THEY ARE NOT OVER THE FORCE MAINS.

146'

EXHIBIT 4

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Appendix A

Sewer Area Study Calculations

4th Street, Beaumont Public Sewer Main
TEI Project #3080i - June 1, 2020
Table 1: Sewer Area Study Calculations - Interim Condition, Phase 1 Lift Station

Subarea/Reach	Pipe		[1]Capacity (cfs)		Building Area (SF)	Building Area (ac)	Parcel Area (acres)	[2]Average Daily Flow (GPD/ac)	Average Daily Flow (GPD)	Average Daily Flow (MGD)	Cumulative Average Daily Flow (MGD)	Peak Factor	Peak Flow (MGD)	Peak Flow (GPD)	Peak Flow (cfs)	Peak Flow (GPM)	Cumulative Depth (ft)	Velocity (ft/sec)	[3]d/D (ft/ft)	% Full
	Size (ft.)	Slope (ft/ft)	50% Full (<15")	70% Full (>15")																Allowed Depth
Proposed Sewer Flowing West in 4th St.																				
Wolverine Project[4]							65.74	294	19328	0.0193	0.0193	2.87	0.0555	55470	0.0858	39				
Amazon Project							59.98	294	17634	0.0176	0.0176	2.87	0.0506	50610	0.0783	35				
SUB TOTAL	0.67	0.0040	0.390											**106080**	**0.1641**	**74**	0.21	1.74	**0.32**	**63.0%**
Legacy Highlands- Warehouse							92.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Legacy Highlands- Commercial							14.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL														**0**	**0.0000**	**0**				
TOTAL	1.00	0.0180	2.390											**106080**	**0.1641**	**74**	0.19	3.58	**0.19**	**38.0%**
Proposed Sewer Flowing North in Potrero																				
Legacy Highlands Residential																				
Low Density							234.30	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Medidum Density							196.40	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Medium High Density							110.70	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
High Density							71.30	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
School							20.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL	1.25	0.0180		7.260										**0**	**0.0000**	**0**	0.53	6.58	**0.42**	**60.6%**
Confluence at Potrero & 4th St. - TOTAL	1.25	0.0055		4.010										**106080**	**0.1641**	**74**	0.82	4.30	**0.66**	**93.7%**
Proposed Sewer Flowing West in 4th St.																				
ASM Beaumont - Warehouse	1.25	0.0300					49.25	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Hall - Warehouse	1.25	0.0300					11.16	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL	1.25	0.0300		9.370										**106080**	**0.1641**	**74**	0.42	7.50	**0.34**	**48.0%**
Ricker - Warehouse	1.25	0.0080					18	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Lassen - Warehouse	1.25	0.0080					17.34	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Lift Station Flow From East - TOTAL	1.25	0.0080		4.840										**106080**	**0.1641**	**74**	0.74	5.02	**0.59**	**84.6%**
Proposed Sewer Flowing East in 4th St.																				
Jack Rabbit Trail																				
Commercial/Retail							30.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Warehouse							225.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL														**0**	**0.0000**	**0**				
Beaumont Crossroads II Logistics																				
Parcel 2							67.87	294	19954	0.0200	0.0200	2.87	0.0573	57267	0.0886	40				
Parcel 1							97.67	294	28715	0.0287	0.0287	2.87	0.0824	82412	0.1275	57				
SUB TOTAL														**139679**	**0.2161**	**97**				
Lift Station Flow From West - TOTAL	1.00	0.0040	1.130											**139679**	**0.2161**	**97**	0.37	2.50	**0.37**	**52.9%**
Confluence at Lift Station- GRAND TOTAL[5]														**245759**	**0.3802**	**171**				

[1] Calculated using n=0.013
[2] Based on 2015 EMWD flow factors by land use type
[3] Flow depth shall not exceed 0.50 for pipes 12" or smaller and 0.70 for pipes 15" and larger
[4] Acreage shown includes expansion land
[5] Maximum design capacity of Phase 1 lift station and force main = 300 gpm

4th Street, Beaumont Public Sewer Main
TEI Project #3080i - May 31, 2020
Table 2: Sewer Area Study Calculations - Proposed Ultimate Condition, Phase 2 Lift Station

Subarea/Reach	Pipe		[1]Capacity (cfs)		Building Area (SF)	Building Area (ac)	Parcel Area (acres)	[2]Average Daily Flow (GPD/ac)	Average Daily Flow (GPD)	Average Daily Flow (MGD)	Cumulative Average Daily Flow (MGD)	Peak Factor	Peak Flow (MGD)	Peak Flow (GPD)	Peak Flow (cfs)	Peak Flow (GPM)	Cumulative Depth (ft)	Velocity (ft/sec)	[3]d/D (ft/ft)	% Full
	Size (ft.)	Slope (ft/ft)	50% Full (<15")	70% Full (>15")																Allowed Depth
Proposed Sewer Flowing West in 4th St.																				
Wolverine Project[6]							65.74	294	19328	0.0193	0.0193	2.87	0.0555	55470	0.0858	39				
Amazon Project							59.98	294	17634	0.0176	0.0176	2.87	0.0506	50610	0.0783	35				
SUB TOTAL	0.67	0.0040	0.390											**106080**	**0.1641**	**74**	0.21	1.74	**0.32**	**63.0%**
Legacy Highlands- Warehouse[5]							92.00	294	27048	0.0270	0.0270	2.87	0.0776	77628	0.1201	54				
Legacy Highlands- Commercial[5]							14.00	1175	16450	0.0165	0.0165	2.87	0.0472	47212	0.0730	33				
SUB TOTAL														**124839**	**0.1932**	**87**				
TOTAL	1.00	0.0180	2.390											**230919**	**0.3573**	**160**	0.19	3.58	**0.19**	**38.0%**
Proposed Sewer Flowing North in Potrero																				
Legacy Highlands Residential[4]																				
Low Density							234.30	1175	275303	0.2753	0.2753	2.87	0.7901	790118	1.2225	549				
Medidum Density							196.40	1175	230770	0.2308	0.2308	2.87	0.6623	662310	1.0247	460				
Medium High Density							110.70	1175	130073	0.1301	0.1301	2.87	0.3733	373308	0.5776	259				
High Density							71.30	1175	83778	0.0838	0.0838	2.87	0.2404	240441	0.3720	167				
School							20.00	1175	23500	0.0235	0.0235	2.87	0.0674	67445	0.1044	47				
SUB TOTAL	1.25	0.0180		7.260										**2133623**	**3.3012**	**1482**	0.53	6.58	**0.42**	**60.6%**
Confluence at Potrero & 4th St. - TOTAL	1.25	0.0055		4.010										**2364542**	**3.6585**	**1642**	0.82	4.30	**0.66**	**93.7%**
Proposed Sewer Flowing West in 4th St.																				
ASM Beaumont - Warehouse	1.25	0.0300					49.25	294	14480	0.0145	0.0145	2.87	0.0416	41556	0.0643	29				
Hall - Warehouse	1.25	0.0300					11.16	294	3281	0.0033	0.0033	2.87	0.0094	9417	0.0146	7				
SUB TOTAL	1.25	0.0300		9.370										**2415515**	**3.7374**	**1677**	0.42	7.50	**0.34**	**48.0%**
Ricker - Warehouse	1.25	0.0080					18	294	5292	0.0053	0.0053	2.87	0.0152	15188	0.0235	11				
Lassen - Warehouse	1.25	0.0080					17.34	294	5098	0.0051	0.0051	2.87	0.0146	14631	0.0226	10				
Lift Station Flow From East - TOTAL	1.25	0.0080		4.840										**2445334**	**3.7835**	**1698**	0.74	5.02	**0.59**	**84.6%**
Proposed Sewer Flowing East in 4th St.																				
Jack Rabbit Trail																				
Commercial/Retail							30.00	1175	35250	0.0353	0.0353	2.87	0.1012	101168	0.1565	70				
Warehouse							225.00	294	66150	0.0662	0.0662	2.87	0.1899	189851	0.2937	132				
SUB TOTAL														**291018**	**0.4503**	**202**				
Beaumont Crossroads II Logistics																				
Parcel 2							67.87	294	19954	0.0200	0.0200	2.87	0.0573	57267	0.0886	40				
Parcel 1							97.67	294	28715	0.0287	0.0287	2.87	0.0824	82412	0.1275	57				
SUB TOTAL														**139679**	**0.2161**	**97**				
Lift Station Flow From West - TOTAL	1.00	0.0040	1.130											**430697**	**0.6664**	**299**	0.37	2.50	**0.37**	**52.9%**
Confluence at Lift Station-GRAND TOTAL[7]														**2876031**	**4.4499**	**1997**				

[1] Calculated using n=0.013
[2] Based on 2015 EMWD flow factors by land use type
[3] Flow depth shall not exceed 0.50 for pipes 12" or smaller and 0.70 for pipes 15" and larger
[4] Parcel Areas and Residential Density obtained from "Preserve Phasing Map" prepared by SRD Design Studio, Inc dated 6/3/19
[5] Parcel Area obtained from Legacy Highlands Site Plan" prepared by SRD Design Studio, Inc dated 5/19/20
[6] Acreage shown includes expansion land
[7] Maximum design capacity of Phase 2 lift station and force main = 3,000 gpm

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14349 FIRESTONE BOULEVARD
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Appendix B

Hydraulic Calculations

SEWER LINE A HYDRAULICS

```
*******************************************************************************
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                     PH: (714) 521-4811 FAX: (714) 521-4173

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  TIME/DATE OF STUDY: 19: 2   5/10/2020
===============================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                           *
* MH1 TO MH7                                                                 *
* LINE A                                                                     *
 ****************************************************************************

*******************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
-------------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0040
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
===============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
-------------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =             5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
===============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
-------------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.37
    FLOW AREA(SQUARE FEET) =       0.27
    FLOW TOP-WIDTH(FEET) =      0.967
    FLOW PRESSURE + MOMENTUM(POUNDS) =             5.81
    FLOW VELOCITY(FEET/SEC.) =            2.498
    FLOW VELOCITY HEAD(FEET) =            0.097
    HYDRAULIC DEPTH(FEET) =       0.28
    FROUDE NUMBER =      0.838
    SPECIFIC ENERGY(FEET) =             0.47
===============================================================================

1
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  TIME/DATE OF STUDY:  8:31   5/13/2020
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 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH7 TO MH8                                                             *
* LINE A                                                                 *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0107
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =             5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.29
    FLOW AREA(SQUARE FEET) =       0.19
    FLOW TOP-WIDTH(FEET) =      0.906
    FLOW PRESSURE + MOMENTUM(POUNDS) =             6.00
    FLOW VELOCITY(FEET/SEC.) =            3.560
    FLOW VELOCITY HEAD(FEET) =            0.197
    HYDRAULIC DEPTH(FEET) =       0.21
    FROUDE NUMBER =      1.380
    SPECIFIC ENERGY(FEET) =             0.48
==========================================================================

1
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  TIME/DATE OF STUDY:  8:35   5/13/2020
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 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                         *
* MH8 TO MH9                                                               *
* LINE A                                                                   *
 ****************************************************************************

****************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
----------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0302
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
----------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =              5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =              0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
----------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.22
    FLOW AREA(SQUARE FEET) =       0.13
    FLOW TOP-WIDTH(FEET) =      0.831
    FLOW PRESSURE + MOMENTUM(POUNDS) =              7.40
    FLOW VELOCITY(FEET/SEC.) =            5.150
    FLOW VELOCITY HEAD(FEET) =            0.412
    HYDRAULIC DEPTH(FEET) =       0.16
    FROUDE NUMBER =      2.300
    SPECIFIC ENERGY(FEET) =              0.63
============================================================================

1
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 TIME/DATE OF STUDY:  8:38   5/13/2020
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 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MHA1 TO LIFT STATION                                                   *
* LINE A-1                                                               *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.1036
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =             5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.16
    FLOW AREA(SQUARE FEET) =       0.08
    FLOW TOP-WIDTH(FEET) =      0.740
    FLOW PRESSURE + MOMENTUM(POUNDS) =           10.63
    FLOW VELOCITY(FEET/SEC.) =            7.957
    FLOW VELOCITY HEAD(FEET) =            0.983
    HYDRAULIC DEPTH(FEET) =       0.11
    FROUDE NUMBER =      4.168
    SPECIFIC ENERGY(FEET) =             1.15
==========================================================================

1
```

SEWER LINE B HYDRAULICS

```
**************************************************************************
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  TIME/DATE OF STUDY: 17:36   5/25/2020
==========================================================================


 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH17 TO MH16                                                           *
* LINE B                                                                 *
 ************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0190
    PIPEFLOW(CFS) =          3.66
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.77
    CRITICAL FLOW AREA(SQUARE FEET) =      0.796
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.215
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            49.22
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.594
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.66
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =             1.10
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.56
    FLOW AREA(SQUARE FEET) =       0.53
    FLOW TOP-WIDTH(FEET) =      1.243
    FLOW PRESSURE + MOMENTUM(POUNDS) =            56.69
    FLOW VELOCITY(FEET/SEC.) =            6.900
    FLOW VELOCITY HEAD(FEET) =            0.739
    HYDRAULIC DEPTH(FEET) =       0.43
    FROUDE NUMBER =      1.862
    SPECIFIC ENERGY(FEET) =             1.30
==========================================================================

1
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  TIME/DATE OF STUDY: 17:39   5/25/2020
==========================================================================


 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH16 TO MH13                                                           *
* LINE B                                                                 *
 ************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0300
    PIPEFLOW(CFS) =         3.66
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =      0.77
    CRITICAL FLOW AREA(SQUARE FEET) =     0.796
    CRITICAL FLOW TOP-WIDTH(FEET) =   1.215
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =           49.22
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     4.594
    CRITICAL FLOW VELOCITY HEAD(FEET) =            0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.66
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =            1.10
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.49
    FLOW AREA(SQUARE FEET) =      0.45
    FLOW TOP-WIDTH(FEET) =     1.221
    FLOW PRESSURE + MOMENTUM(POUNDS) =           63.58
    FLOW VELOCITY(FEET/SEC.) =           8.159
    FLOW VELOCITY HEAD(FEET) =           1.034
    HYDRAULIC DEPTH(FEET) =      0.37
    FROUDE NUMBER =     2.373
    SPECIFIC ENERGY(FEET) =            1.53
==========================================================================

1
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  TIME/DATE OF STUDY: 17:42   5/25/2020
==========================================================================


 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH13 TO MH12                                                           *
* LINE B                                                                 *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0300
    PIPEFLOW(CFS) =          3.74
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.78
    CRITICAL FLOW AREA(SQUARE FEET) =      0.807
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.210
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            50.64
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.633
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.67
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =             1.11
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.50
    FLOW AREA(SQUARE FEET) =       0.46
    FLOW TOP-WIDTH(FEET) =     1.224
    FLOW PRESSURE + MOMENTUM(POUNDS) =           65.33
    FLOW VELOCITY(FEET/SEC.) =            8.206
    FLOW VELOCITY HEAD(FEET) =            1.046
    HYDRAULIC DEPTH(FEET) =       0.37
    FROUDE NUMBER =      2.370
    SPECIFIC ENERGY(FEET) =             1.54
==========================================================================

1
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------------------------------------------------------------------------------
  TIME/DATE OF STUDY: 14:40   5/27/2020
==============================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                           *
* MH12 TO LIFT STATION                                                       *
* LINE B, LAT B-1                                                            *
 ****************************************************************************

******************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =    1.250
    PIPE SLOPE(FEET/FEET) =  0.0080
    PIPEFLOW(CFS) =          3.78
    MANNINGS FRICTION FACTOR = 0.013000
==============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.79
    CRITICAL FLOW AREA(SQUARE FEET) =      0.813
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.208
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            51.47
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.655
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.34
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.67
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =            1.12
==============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.74
    FLOW AREA(SQUARE FEET) =       0.75
    FLOW TOP-WIDTH(FEET) =     1.230
    FLOW PRESSURE + MOMENTUM(POUNDS) =            51.74
    FLOW VELOCITY(FEET/SEC.) =            5.021
    FLOW VELOCITY HEAD(FEET) =            0.391
    HYDRAULIC DEPTH(FEET) =       0.61
    FROUDE NUMBER =      1.130
    SPECIFIC ENERGY(FEET) =             1.13
==============================================================================

1
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EXISTING SEWER LINES

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------------------------------------------------------------------------------
  TIME/DATE OF STUDY: 18: 6   5/25/2020
==============================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                           *
* POTRERO SOUTH                                                              *
* EXISTING SEWER STUB                                                        *
 ****************************************************************************

******************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0180
    PIPEFLOW(CFS) =          3.30
    MANNINGS FRICTION FACTOR = 0.013000
==============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.73
    CRITICAL FLOW AREA(SQUARE FEET) =      0.747
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.232
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            42.93
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.419
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.30
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.61
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =             1.04
==============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.53
    FLOW AREA(SQUARE FEET) =       0.50
    FLOW TOP-WIDTH(FEET) =     1.237
    FLOW PRESSURE + MOMENTUM(POUNDS) =           49.12
    FLOW VELOCITY(FEET/SEC.) =            6.583
    FLOW VELOCITY HEAD(FEET) =            0.673
    HYDRAULIC DEPTH(FEET) =       0.41
    FROUDE NUMBER =      1.822
    SPECIFIC ENERGY(FEET) =             1.21
==============================================================================

1
```

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******************************************************************************
                HYDRAULIC ELEMENTS - I  PROGRAM PACKAGE
        (C) Copyright 1982-99 Advanced Engineering Software (aes)
            Ver. 8.0  Release Date: 01/01/99  License ID 1435

                        Analysis prepared by:

                          THIENES ENGINEERING
                        16800 VALLEY VIEW AVENUE
                          LA MIRADA CA 90638
                    PH: (714) 521-4811 FAX: (714) 521-4173

------------------------------------------------------------------------------
  TIME/DATE OF STUDY: 18: 7   5/25/2020
==============================================================================


 ************************* DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                           *
* 4TH STREET EAST                                                            *
* EXISTING SEWER LINE                                                        *
 ****************************************************************************

******************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0180
    PIPEFLOW(CFS) =          0.36
    MANNINGS FRICTION FACTOR = 0.013000
==============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.25
    CRITICAL FLOW AREA(SQUARE FEET) =     0.151
    CRITICAL FLOW TOP-WIDTH(FEET) =   0.863
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            2.63
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     2.377
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.09
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.18
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =            0.34
==============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.19
    FLOW AREA(SQUARE FEET) =       0.10
    FLOW TOP-WIDTH(FEET) =     0.778
    FLOW PRESSURE + MOMENTUM(POUNDS) =            2.98
    FLOW VELOCITY(FEET/SEC.) =           3.581
    FLOW VELOCITY HEAD(FEET) =           0.199
    HYDRAULIC DEPTH(FEET) =      0.13
    FROUDE NUMBER =     1.755
    SPECIFIC ENERGY(FEET) =             0.38
==============================================================================

1
```

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**************************************************************************
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                        Analysis prepared by:

                          THIENES ENGINEERING
                        16800 VALLEY VIEW AVENUE
                          LA MIRADA CA 90638
                   PH: (714) 521-4811 FAX: (714) 521-4173

--------------------------------------------------------------------------
 TIME/DATE OF STUDY: 18: 9   5/25/2020
==========================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                        *
* 4TH STREET WEST                                                         *
* EXISTING SEWER STUB                                                     *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0055
    PIPEFLOW(CFS) =          3.66
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =      0.77
    CRITICAL FLOW AREA(SQUARE FEET) =     0.796
    CRITICAL FLOW TOP-WIDTH(FEET) =   1.215
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =           49.22
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     4.594
    CRITICAL FLOW VELOCITY HEAD(FEET) =            0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.66
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =           1.10
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.82
    FLOW AREA(SQUARE FEET) =      0.85
    FLOW TOP-WIDTH(FEET) =     1.189
    FLOW PRESSURE + MOMENTUM(POUNDS) =           49.48
    FLOW VELOCITY(FEET/SEC.) =           4.300
    FLOW VELOCITY HEAD(FEET) =           0.287
    HYDRAULIC DEPTH(FEET) =      0.72
    FROUDE NUMBER =     0.896
    SPECIFIC ENERGY(FEET) =           1.11
==========================================================================

1
```

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Appendix C

EMWD Table 1: Development Densities

City of Beaumont General Plan

Table 1: Development Densities

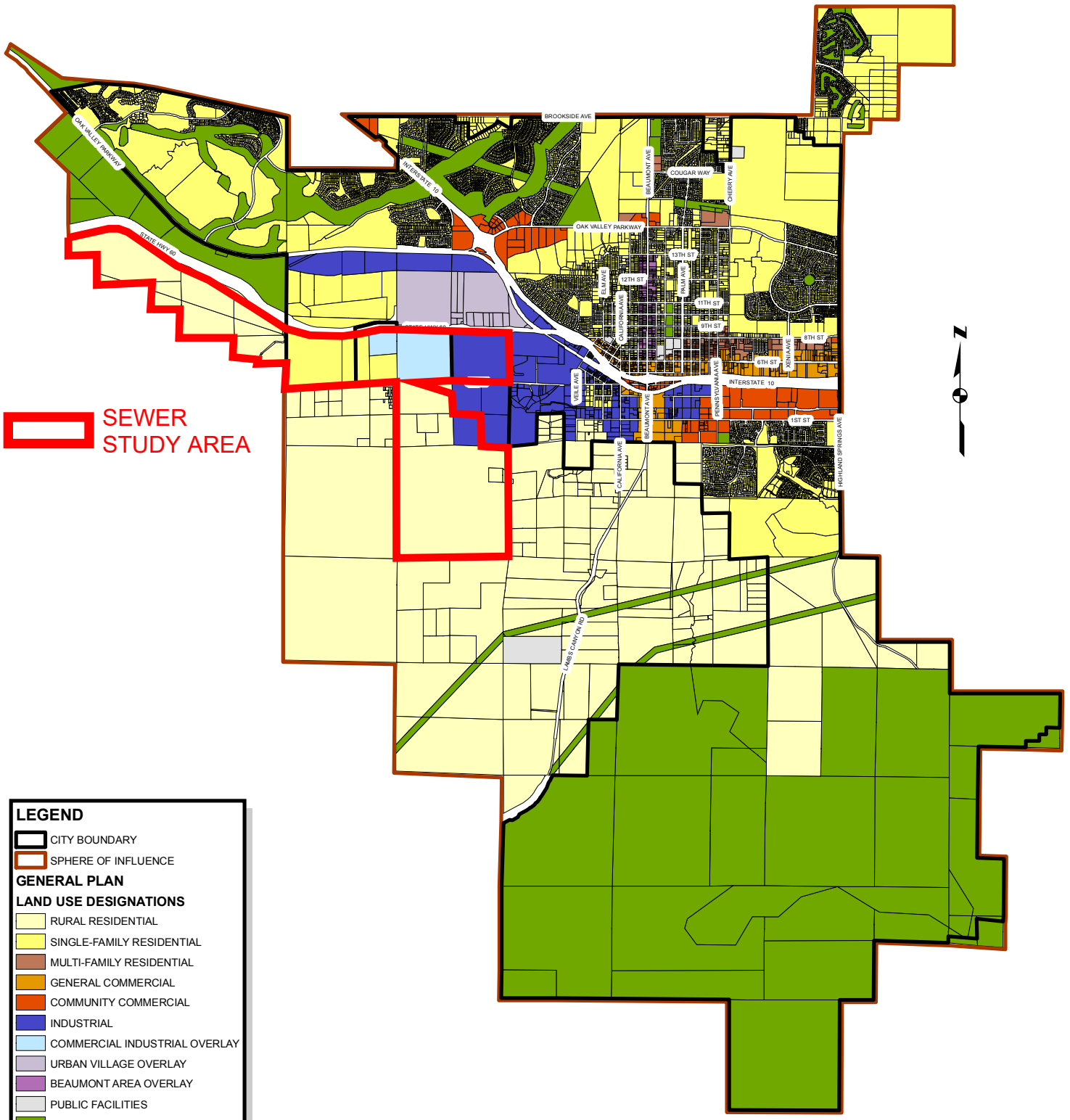
LAND USE CATEGORY	UNITS	AVERAGE RESIDENTIAL DENSITY (DU/ACRE)	RESIDENTIAL (EDU/DU)	DEVELOPMENT DENSITY (EDU/ACRE)
Residential Land Use				
Estate Density	DU	0.5	1.5	0.8
High Density	DU	12	0.7	8.4
Low Density	DU	2	1.3	2.6
Medium Density	DU	4.5	1	4.5
Medium High Density	DU	6	0.9	5.4
Mobile Home Park	DU	10	0.65	6.5
Rural Mountainous [1]	DU	0.1	3	0.3
Rural [1]	DU	0.2	3	0.6
Very High Density	DU	17	0.65	11.1
Very Low Density [1]	DU	1	1	1.5
Non-Residential Use				
Agriculture [1]	acre			0
Business Park/Light Industrial	acre			5
Business Park/Light Industrial/Warehouse	acre			1.25
Commercial Office	acre			5
Commercial Retail	acre			5
Heavy Industrial	acre			7.5
Hospital	acre			5
Mixed Use Policy Area	acre			5
Open Space (Conservation, Landscape, Recreation, Rural, or Water) [1]	acre			5
Public Facilities (Municipal or School)	acre			5

[1] The following uses were assumed to be served by septic systems and do not contribute flow to the wastewater collection system: Rural Mountainous, Rural, Very Low Density, and Agriculture, and Open Space.

3A2.1.3 Flow Per Equivalent Dwelling Unit

For all types of development, the land use categories were converted to EDUs based on Table 1. Wastewater flow (ADWF) was calculated by multiplying the number of EDUs per land parcel by a rate of 235 gpd/EDU; the District's criteria used for regional planning.

CITY OF BEAUMONT
General Plan



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Appendix D

Preliminary Lift Station Pump Design

PROJECT INFO

Job Name:	**3080i Hidden Canyon**
Company:	**Thienes**
Contact:	**Reinhard Stenzel**
Job Type:	**New Station**
Water Type/Source:	**Wastewater (Sewage)**
Import/Domestic:	**Import Acceptable**

ROMTEC UTILITIES

PACKAGE/STARTUP

Offering:	**Complete System**
Mechanical:	**All by Romtec Utilities**
Pumps:	**By Romtec Utilities**
Control Panel:	**By Romtec Utilities**
Generator:	**By Romtec Utilities**
Advisor/Startup:	**Mechanical & Electrical**
Turnkey:	**No**

DESIGN CRITERIA - WWC10D-VM-T1500-2000x230-10S-43-DPG

FLOW RATE

Peak Inflow:	**2986**	GPM
Pumping Rate:	**1900**	GPM (of single pump)
Static Head:	**183.0**	Feet
TDH:	**232.1**	Feet
TDH Calcs:	**RU Calcs**	

ACTIVE VOLUME

Max Pump Starts:	**10.00**	Starts/Hr
Cycle Time:	**6.00**	Minutes
Active Volume:	**2850.00**	Gallons
Active Volume:	**381.01**	Cu Feet
Well Shape:	**Round**	
Well Diameter:	**10**	Feet
Well Dimensions:	**N/A**	**N/A**
Cross-Section Area:	**78.54**	Sq Feet
Min. Depth Required:	**4.85**	Feet
Active Depth:	**4.90**	Feet

STORAGE VOLUME (if required)

Time:		Minutes
Flow Rate:		GPM
Volume:	**0.00**	Gallons
Volume:	**0.00**	Cu. Feet
Min. Depth Required:	**0.00**	Feet
Storage Depth:		Feet

ON-SITE POWER

Power:	**480V / 3-Phase**

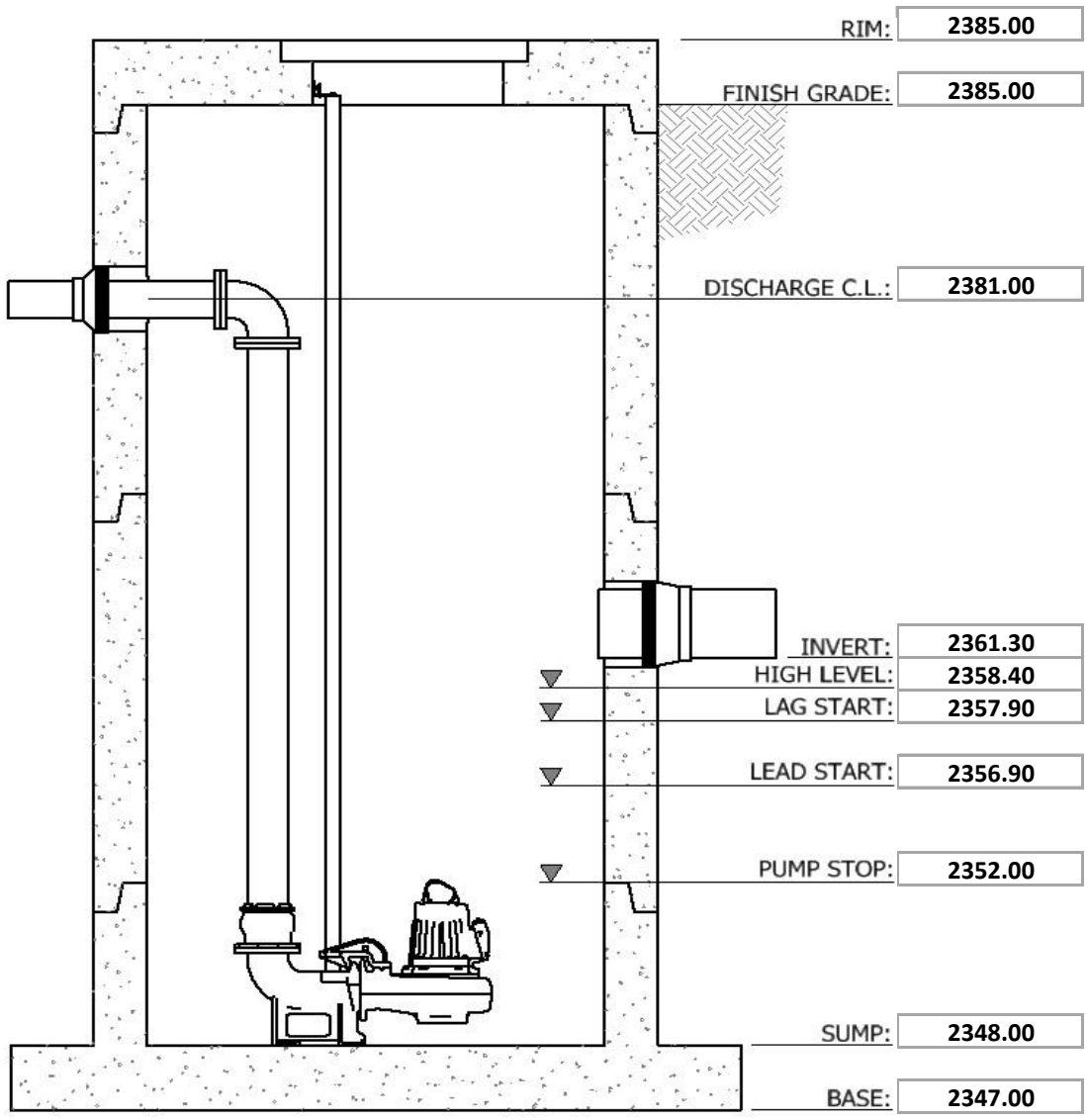
FORCE MAIN

FM Info:	**New**	**Dual FM**	
Length:	**9140**	Feet	
FM Discharge:	**2535.00**	Feet	
FM High Point:	**2535.00**	Feet	

	(1)	*(2)*	*(3)*
Nominal ID:	**6"**	**16"**	
Type/Rating:	**PVC C900 DR 18, PVC C905 DR25**		

INFLUENT PIPING

	(1)	*(2)*	*(3)*
Influent Invert:	**2361.3**		
Influent Size:			
Type:			



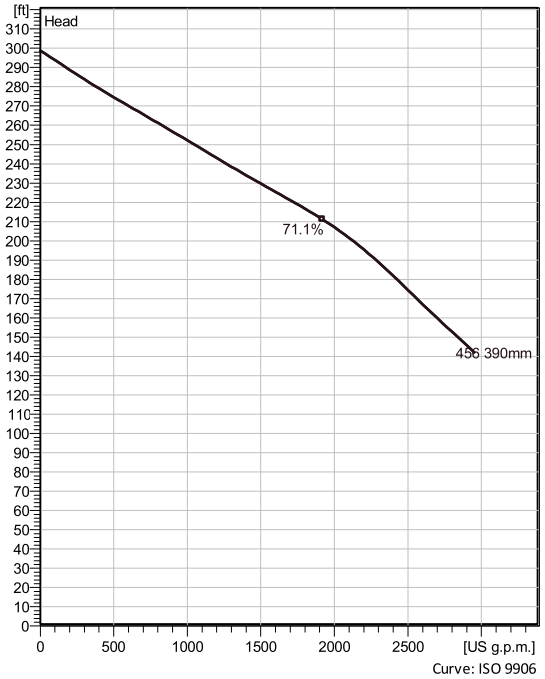
Note: Image is a preliminary representation of the pumping system.
Elevations shown are the primary factors used for sizing the wet well.
Backup levels not shown. Additional (or fewer) level settings may be required.

NP 3315 HT 3~ 456

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

Technical specification

Curves according to: Water, pure [100%],39.2 °F,62.43 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

Configuration

Motor number
N3315.095 35-45-4AA-W 160hp

Installation type
P - Semi permanent, Wet

Impeller diameter
390 mm

Discharge diameter
5 7/8 inch

Pump information

Impeller diameter
390 mm

Discharge diameter
5 7/8 inch

Inlet diameter
200 mm

Maximum operating speed
1780 rpm

Number of blades
3

Max. operating temperature
40 °F

Materials

Impeller
Hard-Iron ™

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

Technical specification

Motor - General

Motor number N3315.095 35-45-4AA-W 160hp	**Phases** 3~	**Rated speed** 1780 rpm	**Rated power** 160 hp
Approval EN	**Number of poles** 4	**Rated current** 190 A	**Stator variant** 1
Frequency 60 Hz	**Rated voltage** 460 V	**Insulation class** H	**Type of Duty** S1
Version code 095			

Motor - Technical

Power factor - 1/1 Load 0.83	**Motor efficiency - 1/1 Load** 94.7 %	**Total moment of inertia** 43.9 lb ft²	**Starts per hour max.** 15
Power factor - 3/4 Load 0.78	**Motor efficiency - 3/4 Load** 95.4 %	**Starting current, direct starting** 1120 A	
Power factor - 1/2 Load 0.68	**Motor efficiency - 1/2 Load** 95.6 %	**Starting current, star-delta** 375 A	

Project		**Created by**		**Last update**
Block	0	**Created on**	3/27/2020	

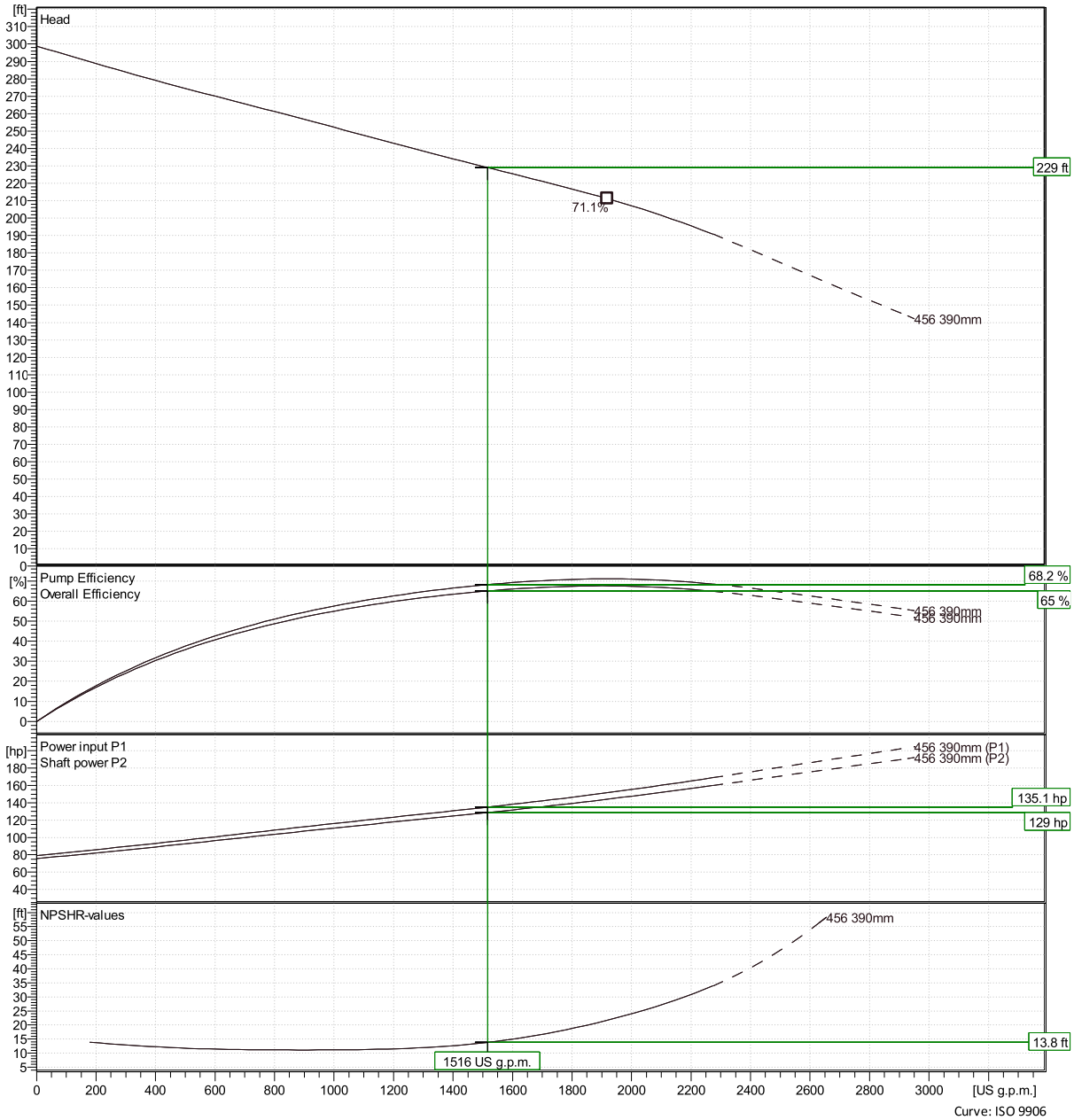
NP 3315 HT 3~ 456

Performance curve

Duty point

Flow	Head
1520 US g.p.m.	229 ft

Curves according to: Water, pure [100%],39.2 °F,62.43 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

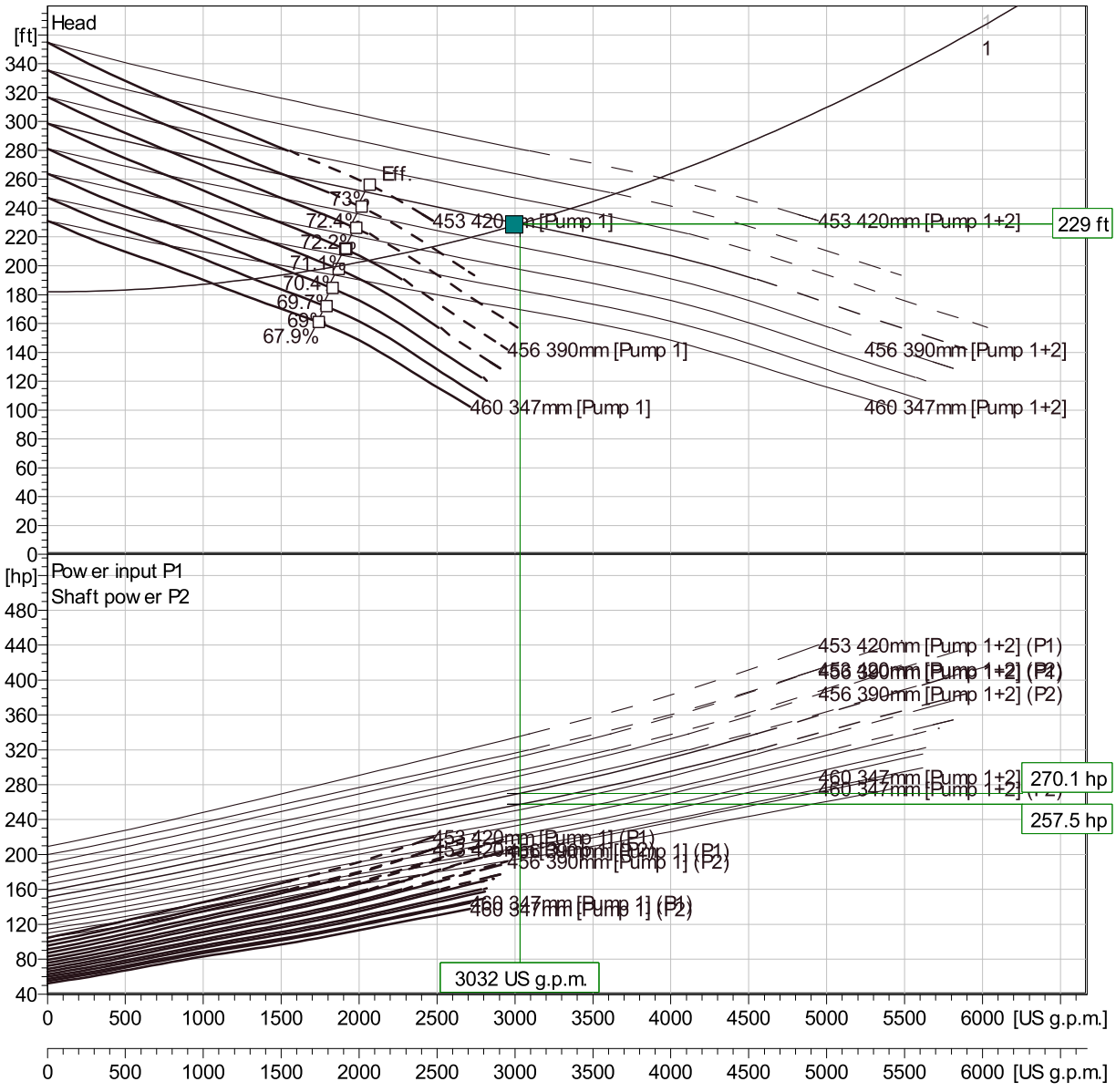
Project		Created by		Last update
Block	0	Created on	3/27/2020	

NP 3315 HT 3~ 456

Duty Analysis

FLYGT
a xylem brand

Curves according to: Water, pure [100%],39.2 °F,62.43 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

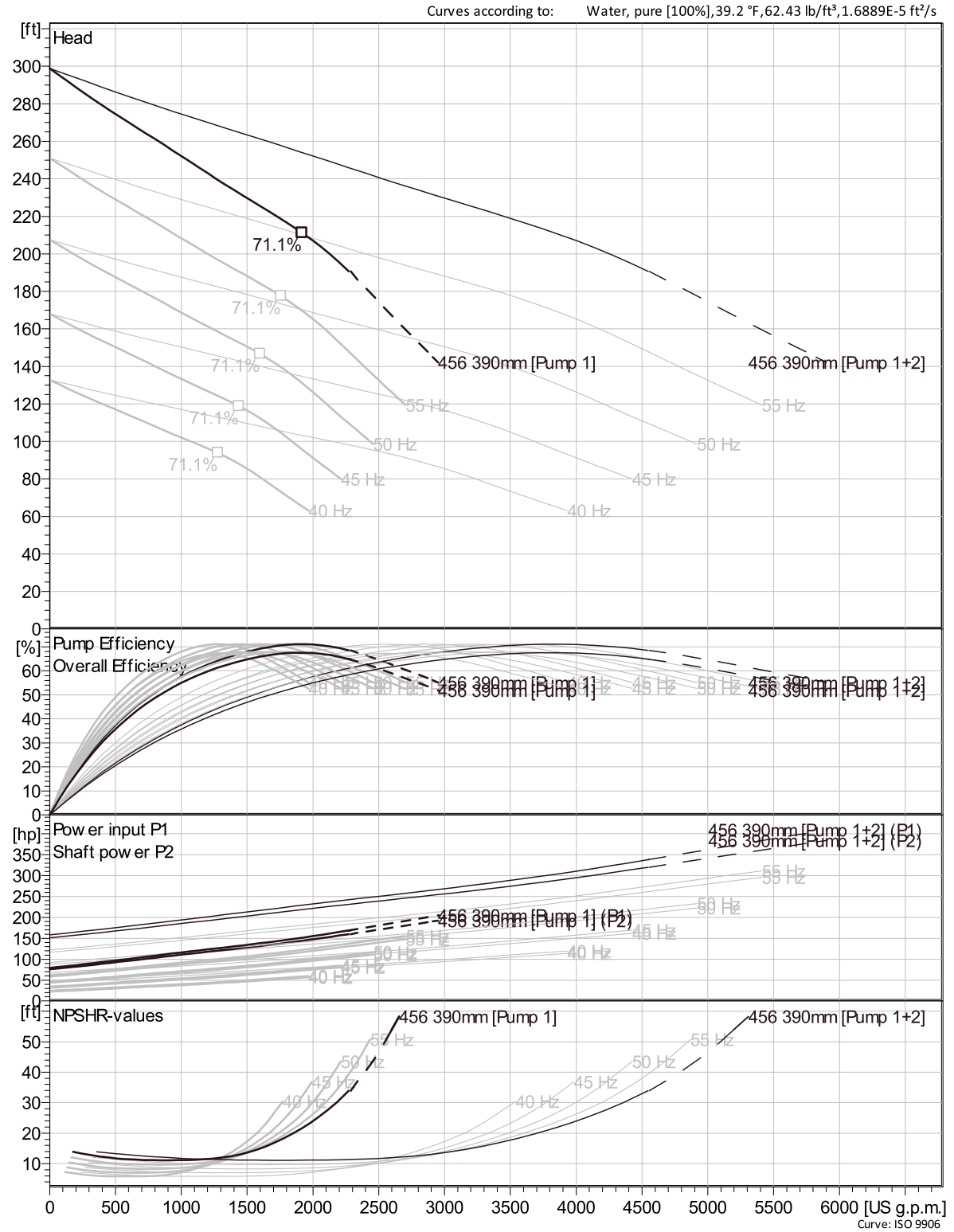
Operating characteristics

Pumps/Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
2 / 1	1520 US g.p.m.	229 ft	129 hp	3030 US g.p.m.	229 ft	258 hp	68.2 %	1110 kWh/US M	13.8 ft
1 / 1	2060 US g.p.m.	204 ft	150 hp	2060 US g.p.m.	204 ft	150 hp	70.7 %	955 kWh/US M	25.9 ft

Project		**Created by**		**Last update**
Block	0	**Created on**	3/27/2020	

NP 3315 HT 3~ 456

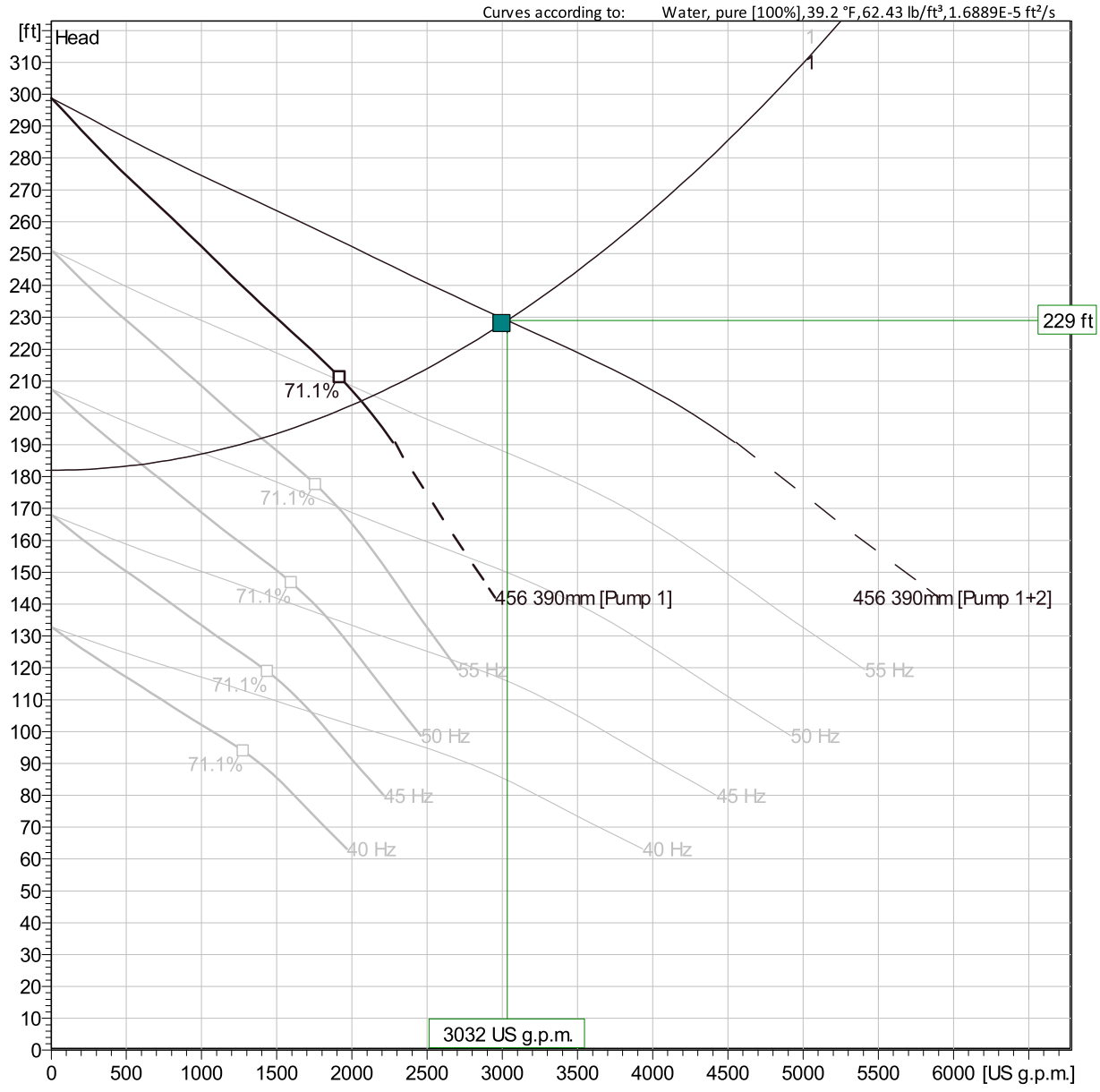
VFD Curve



Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

VFD Analysis



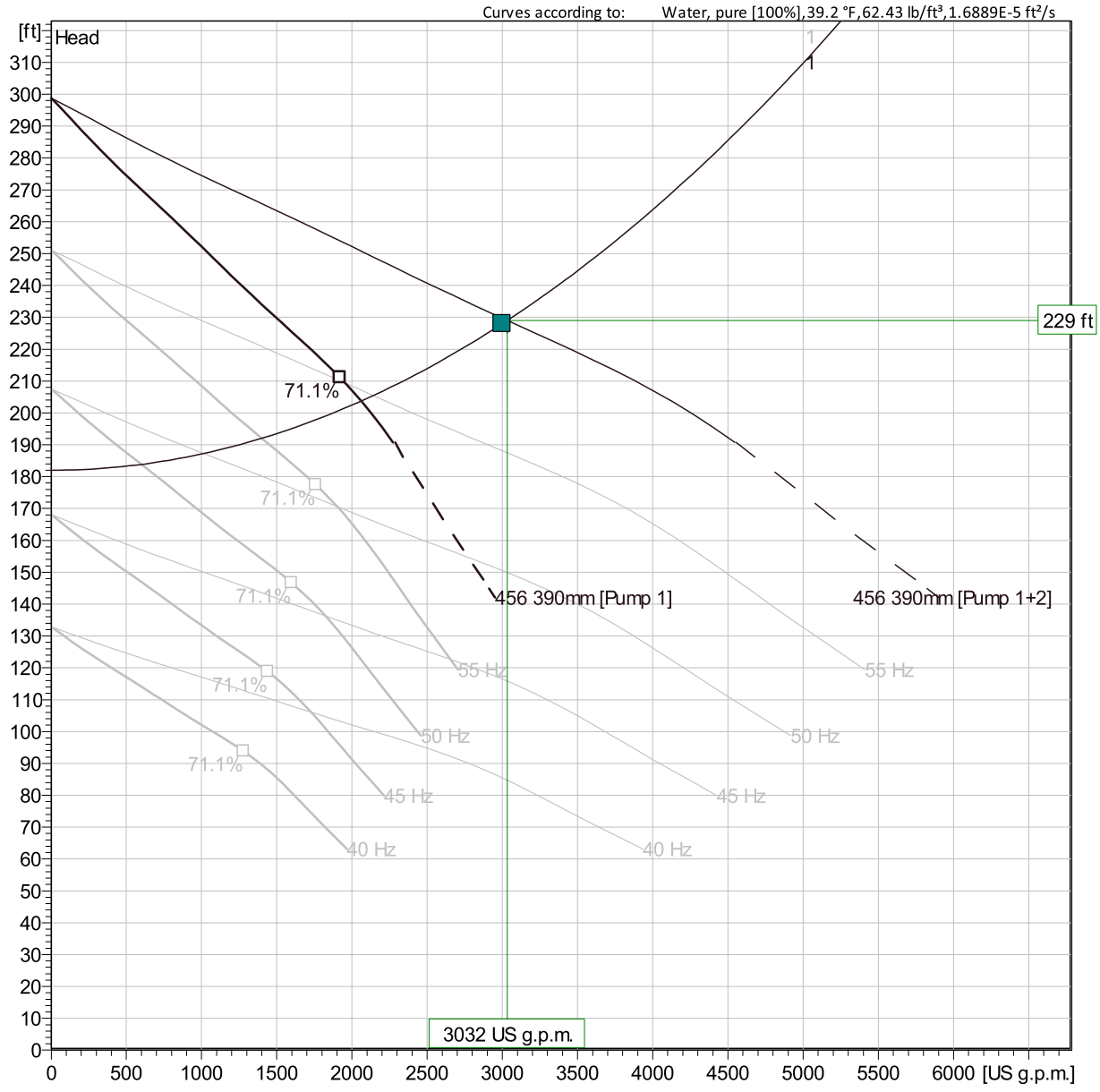
Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHr
2 / 1	60 Hz	1520 US g.p.m	229 ft	129 hp	3030 US g.p.m	229 ft	258 hp	68.2 %	1110 kWh/US M	13.8 ft
2 / 1	55 Hz	1070 US g.p.m	205 ft	89.9 hp	2140 US g.p.m	205 ft	180 hp	61.9 %	1090 kWh/US M	9.94 ft
2 / 1	50 Hz	508 US g.p.m.	187 ft	55.9 hp	1020 US g.p.m	187 ft	112 hp	43 %	1440 kWh/US M	8.53 ft
2 / 1	45 Hz									
2 / 1	40 Hz									
1 / 1	60 Hz	2060 US g.p.m	204 ft	150 hp	2060 US g.p.m	204 ft	150 hp	70.7 %	955 kWh/US M	25.9 ft

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

VFD Analysis



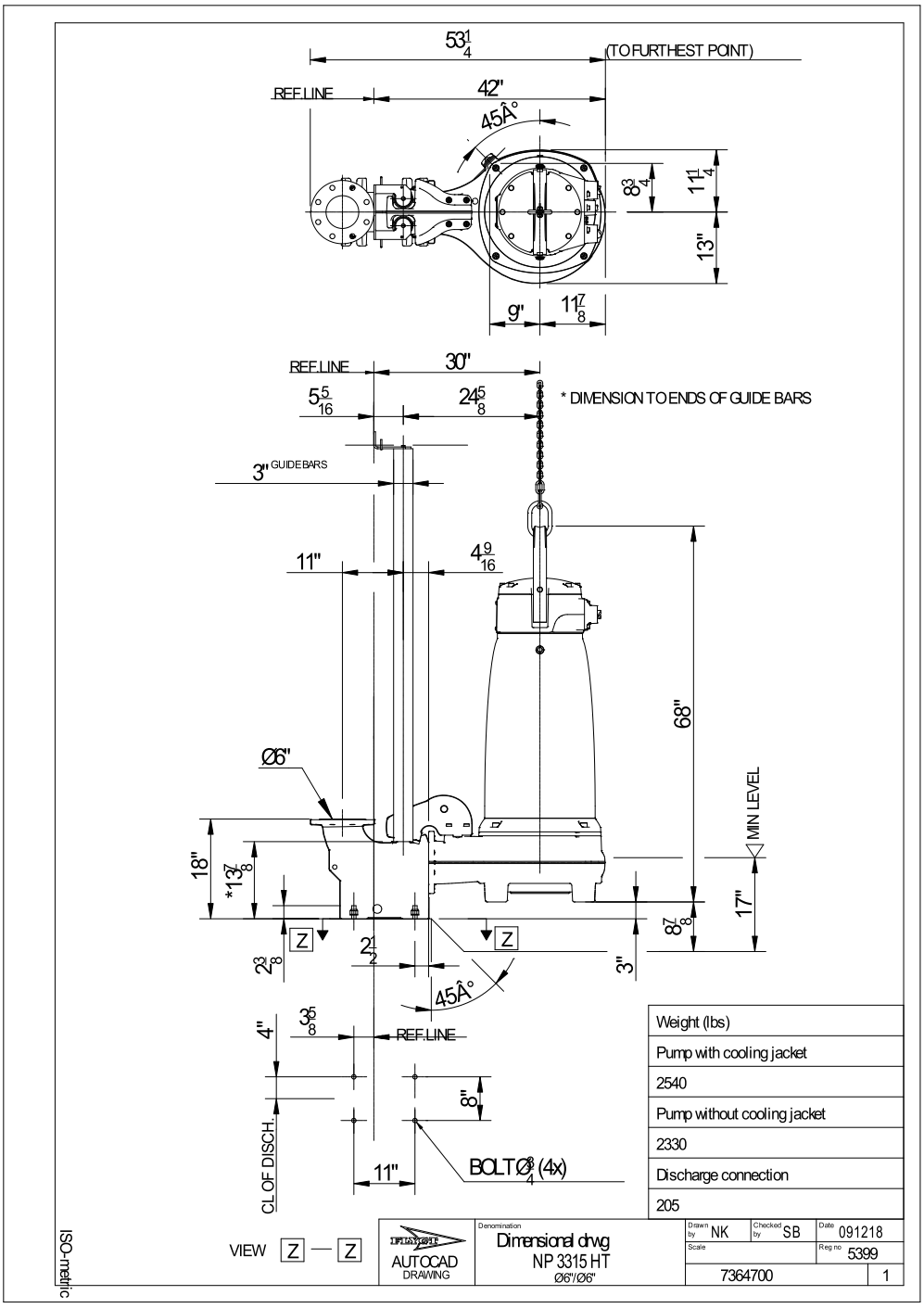
Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHr
1 / 1	55 Hz	1400 US g.p.m	192 ft	99.5 hp	1400 US g.p.m	192 ft	99.5 hp	68.4 %	924 kWh/US M	12.1 ft
1 / 1	50 Hz	601 US g.p.m.	184 ft	58.3 hp	601 US g.p.m.	184 ft	58.3 hp	47.9 %	1260 kWh/US M	8.38 ft
1 / 1	45 Hz									
1 / 1	40 Hz									

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

Dimensional Drawing



Weight (lbs)
Pump with cooling jacket
2540
Pump without cooling jacket
2330
Discharge connection
205

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

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Appendix E

Sewer Improvement Plans

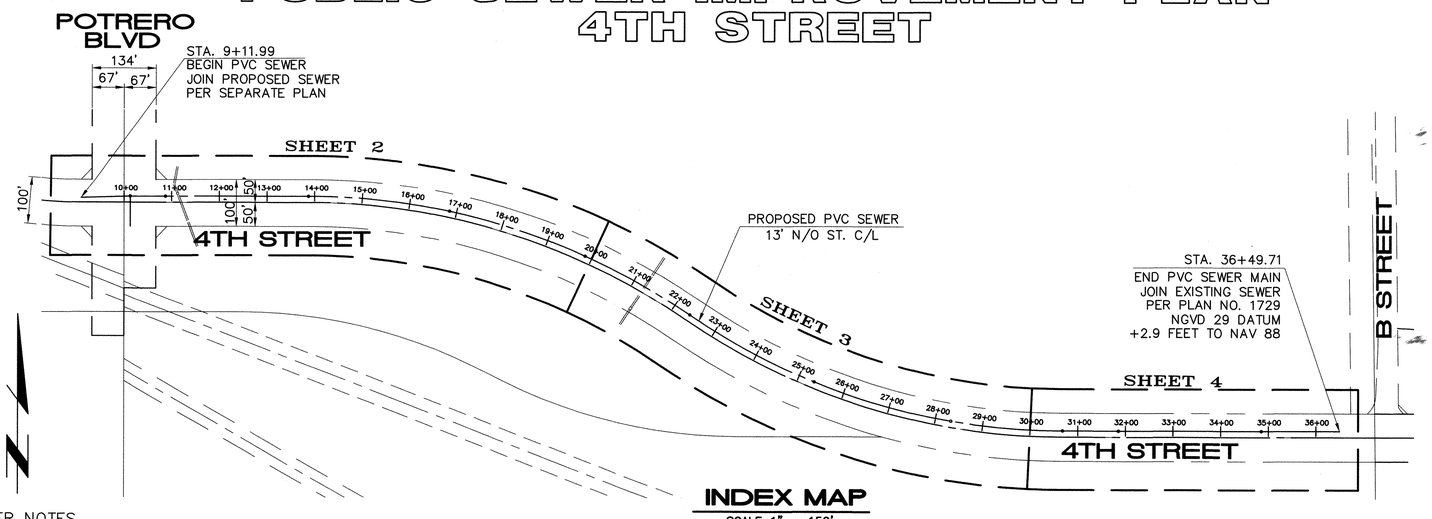
CITY OF BEAUMONT, CA
PUBLIC SEWER IMPROVEMENT PLAN
4TH STREET

GENERAL NOTES

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.



INDEX MAP
SCALE 1" = 150'

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO CENTIGRADE (CG).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176.
12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
13. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
14. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.

NOTE

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO _____, DATED _____.
5. SOILS REPORT AND RECOMMENDATIONS BY _____, DATED_____.

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* RCFC&WCD STANDARD MANUAL.
** EMWD SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

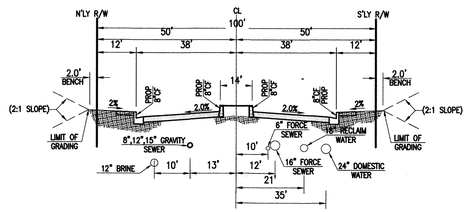
LINE TYPE LEGEND:

8"-15" GRAVITY SEWER MAIN	
6" SEWER FORCE MAIN	
16" SEWER FORCE MAIN	
12" BRINE LINE	
24" DOMESTIC WATER MAIN	
18" RECLAIM WATER MAIN	

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

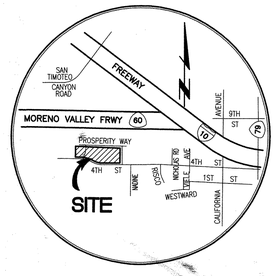
FIRM: THIENES ENGINEERING, INC.
ADDRESS: 14349 FIRESTONE BLVD.
CITY, ST.: LA MIRADA, CA
TELEPHONE: 714-521-4811
BY: REINHARD STENZEL 56155 DATE: 1/28/19
(NAME OF ENGINEER & RCE)



4TH STREET
N.T.S.

NOTICE TO CONTRACTOR:
ALL WORK TO BE CONSTRUCTED PER THIS PLAN BY PREVAILING WAGES.

THIS PLAN DOES NOT INCLUDE PROPOSED SIDEWALKS, FIRE HYDRANTS, WATER MAINS, GAS LINES, ELECTRICAL LINES OR TELEPHONE LINES.



VICINITY MAP
N.T.S.

SHEET INDEX

1	TITLE SHEET
2	SEWER IMPROVEMENT PLANS STA 8+94 TO 20+00
3	SEWER IMPROVEMENT PLANS STA 20+00 TO 30+00
4	SEWER IMPROVEMENT PLANS STA 30+00 TO 36+49.71

SEWER CONSTRUCTION NOTES:

		QTY:
1	INSTALL 8" SDR26 PVC SEWER MAIN	163 LF
2	INSTALL 12" SDR26 PVC SEWER MAIN	2,438 LF
3	INSTALL 15" SDR26 PVC SEWER MAIN	119 LF
4	INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606	11 EA
5	REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN	1 EA
6	INSTALL PLUG AT END OF PIPE	1 EA

AGENCIES	TELEPHONE
AT&T	(909) 776-3914
BEAUMONT-CHERRY VALLEY WATER	(951) 845-9581
CITY OF BEAUMONT	(951) 769-8520
KINDER MORGAN	(714) 560-4400
MCI WORLDCOM	(972) 729-6016
QUESTAR LINE 90 COMPANY	(801) 324-3388
SOUTHERN CALIFORNIA EDISON	(909) 307-6770
SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7725
VERIZON	(909) 748-6646

ABBREVIATIONS:

A.B.	AGGREGATE BASE	L.P.	LOW POINT
ARCH.	ARCHITECTURAL	M.H.	MANHOLE
A.C.	ASPHALT CONCRETE	N.G.	NATURAL GRADE
B.W.	BACK OF WALK	PKWY DRAIN	PARKWAY DRAIN
B.C.R.	BEGINNING OF CURVE	P.P.	POWER POLE
B.O.P.	BOTTOM OF PIPE	℄	PROPERTY LINE
B.O.W.	BOTTOM OF WALL	P.V.C.	POLYVINYLCHLORIDE
BLDG	BUILDING	R	RATE OF GRADE
C.I.P.	CAST IRON PIPE	R.C.P.	REINFORCED CONCRETE PIPE
C.B.	CATCH BASIN	R.D.	ROOF DRAIN
℄	CENTERLINE	R/W	RIGHT OF WAY
C.L.F.	CHAIN LINK FENCE	S	SLOPE
CONC.	CONCRETE	S.F.	SQUARE FEET
C.M.B.	CRUSHED MISC. BASE	S.D.	STORM DRAIN
C.F.	CURB FACE	ST.LT.	STREET LIGHT
E.P.	EDGE OF PAVEMENT	S.W.	STEM WALL
E.C.R.	END OF CURVE	T.B.	TOP OF BERM
EXIST.	EXISTING	T.C.	TOP OF CURB
(0.00)	EXISTING ELEVATION	T.S.	TOP OF CONCRETE SLAB
F.F.	FINISH FLOOR	T.E.	TRASH ENCLOSURE
F.G.	FINISH GRADE	TRANS PAD	TRANSFORMER PAD
F.S.	FINISH SURFACE	T.F.	TOP OF FOOTING
F.H.	FIRE HYDRANT	T.G.	TOP OF GRATE
F.L.	FLOW LINE	TOE	TOE OF SLOPE
G.B.	GRADE BREAK	TOP	TOP OF SLOPE
H.C.	HANDICAP	T.O.P.	TOP OF PIPE
H	HEIGHT OF RETAINING	T.R.	TOP OF RAIL
H.P.	HIGH POINT	T.W.	TOP OF WALL
INV.	INVERT	X+XX	SEWER STATION
L.S.	LANDSCAPING	[X+XX]	STREET STATION

NOTE TO CONTRACTOR:
PRIOR TO CONSTRUCTION OF SEWER AND WATER. THE CONTRACTOR SHALL VERIFY INVERT AND LOCATION OF EXISTING UTILITIES AT POINT OF CONNECTION AND NOTIFY CIVIL ENGINEER IN CASE OF CONFLICT.

OWNER INFORMATION:

MCDONALD PROPERTY GROUP
1140 N. COAST HIGHWAY
LAGUNA BEACH, CA 92651
PHONE: (949) 999-2800
FAX: (949) 999-2839

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK NO. "Q 1311"
1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTHWEST SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND
(ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3500 BM DX2474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.081', USED HEREON.
ELEVATION = 2468.081' (NAVD '88), (STAMPED Q 1311 1978)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL 1/28/19
R.C.E. 56155 EXPIRE 12-31-20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INCORPORATED NOV. 18, 1912

Reviewed By: _____ Date: 2.1.19
Staff Engineer
Recommended for Approval By: _____ Date: 2.1.19
Administrative Engineer
Approved By: Guadalupe Dojeda Date: 2.18.19
City Engineer/Director of Public Works
RCE 36988

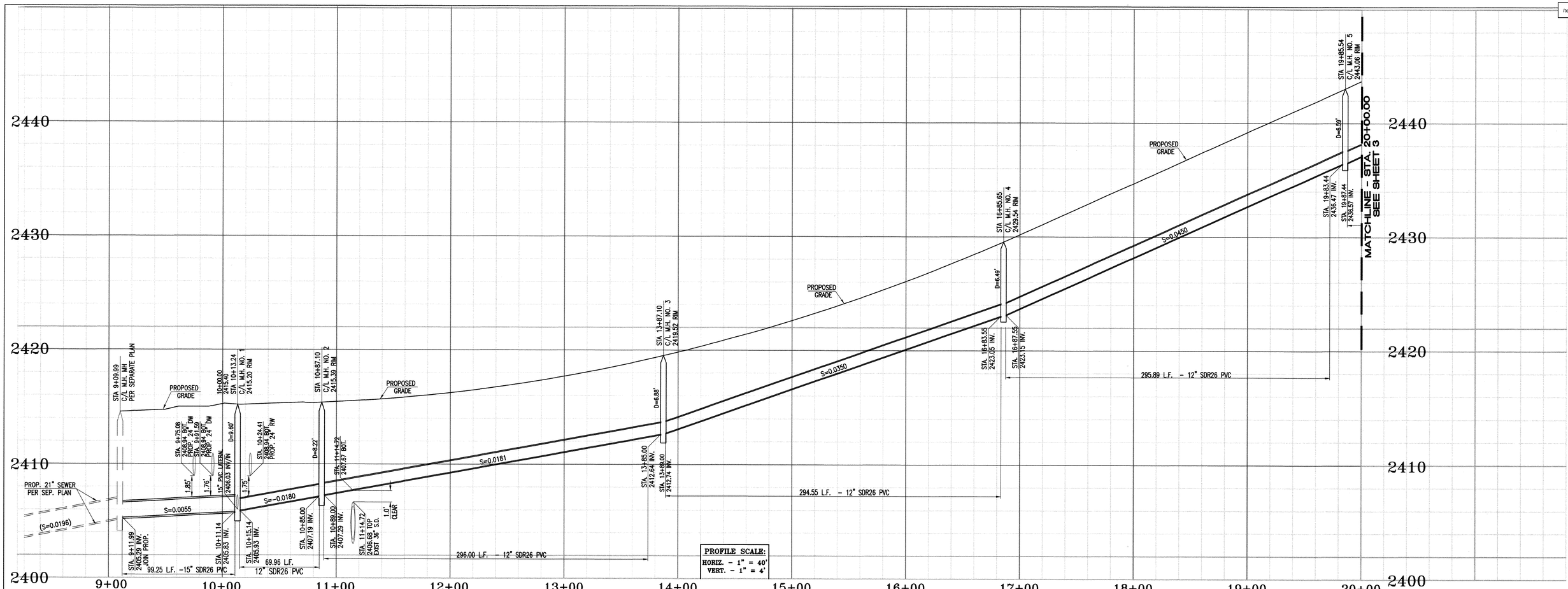
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
PUBLIC SEWER IMPROVEMENT PLAN
FOR
FOR
4TH STREET
FROM POTRERO TO END OF 4TH STREET
TITLE SHEET

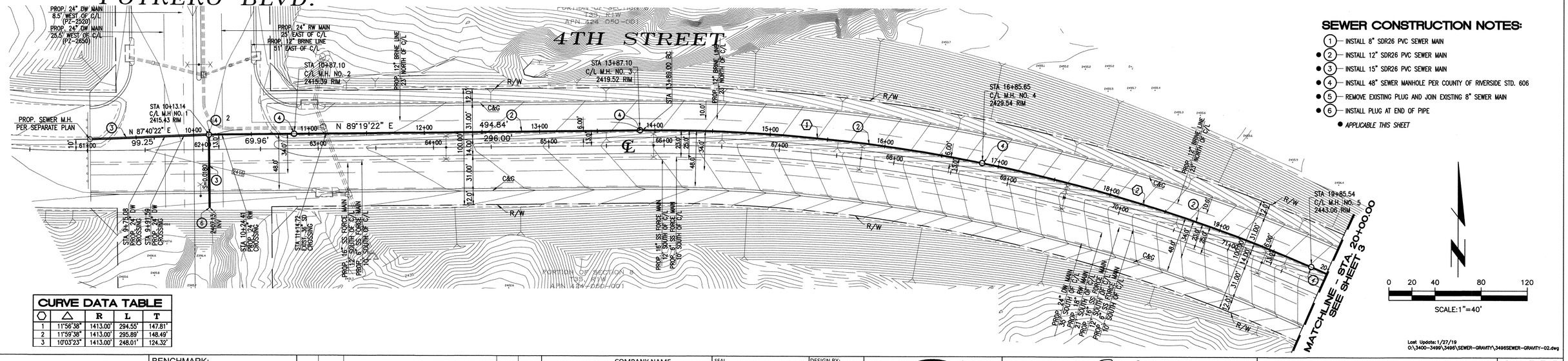
SHEET 1 OF 4 SHEETS
FILE NO: 3351

Last Update: 1/27/19
O:\3400-3499\3496\SEWER-GRAVITY\3496SEWER-GRAVITY-01.dwg

PW2018-025D



PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'



SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR26 PVC SEWER MAIN
2. INSTALL 12" SDR26 PVC SEWER MAIN
3. INSTALL 15" SDR26 PVC SEWER MAIN
4. INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606
5. REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN
6. INSTALL PLUG AT END OF PIPE

● *APPLICABLE THIS SHEET*

0 20 40 80 120
SCALE:1"=40'

CURVE DATA TABLE

○	△	R	L	T
1	11°56'38"	1413.00'	294.55'	147.81'
2	11°59'38"	1413.00'	295.89'	148.49'
3	10°03'23"	1413.00'	248.01'	124.32'

Last Update: 1/27/19
O:\3400-3499\3498\SEWER-GRAVITY\3498SEWER-GRAVITY-02.dwg

DIGALERT
Call 2 Working Days Before You Dig
811

BENCHMARK:

NATIONAL GEODETIC SURVEY BENCHMARK NO. "Q 1311"

1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH(WEST) SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07), ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3068 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07' IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.

ELEVATION = 2468.061' (NAVD '88), (STAMPED Q 1311 1978)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
1/28/19
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: [signature] Date: 2.1.19
Staff Engineer
Recommended for Approval By: [signature] Date: 2.1.19
Administrative Engineer
Approved By: Guadalupe D. Gallo Date: 2.18.19
City Engineer/Director of Public Works
RCE 36488

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550 E. 6th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN AND PROFILE

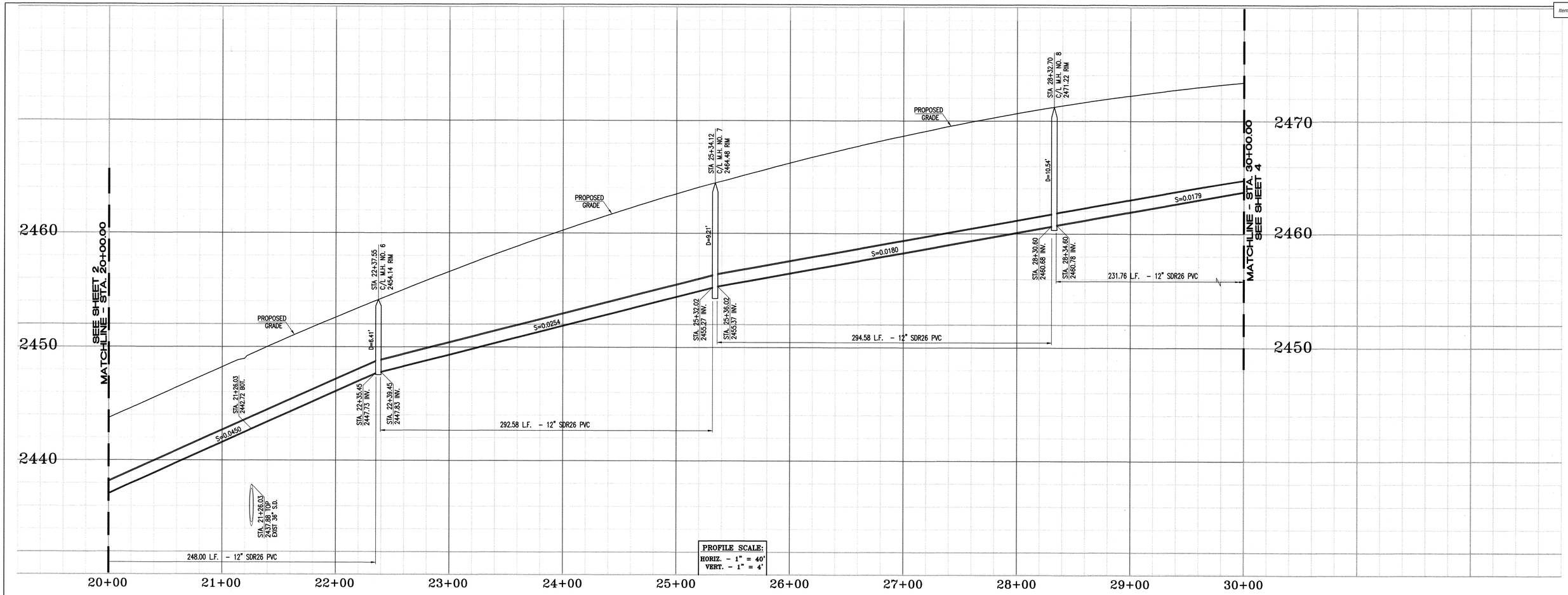
FOR

4TH STREET

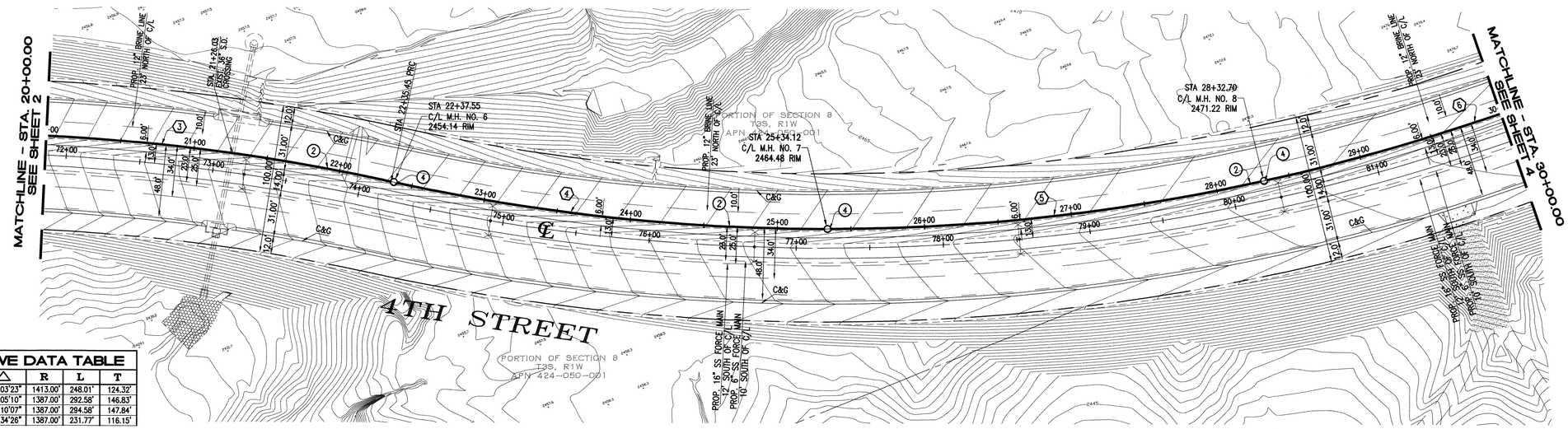
FROM POTRERO TO END OF 4TH STREET

STA. 8+94 TO STA. 20+00

SHEET 2 OF 4 SHEETS
FILE NO: 3251



PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'



SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR26 PVC SEWER MAIN
2. ● INSTALL 12" SDR26 PVC SEWER MAIN
3. INSTALL 15" SDR26 PVC SEWER MAIN
4. ● INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606
5. REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN
6. INSTALL PLUG AT END OF PIPE

● *APPLICABLE THIS SHEET*

CURVE DATA TABLE

⬡	△	R	L	T
3	10°03'23"	1413.00'	248.01'	124.32'
4	12°05'10"	1387.00'	292.58'	146.83'
5	12°10'07"	1387.00'	294.58'	147.84'
6	09°34'26"	1387.00'	231.77'	116.15'

0 20 40 80 120
SCALE:1"=40'

Last Update: 1/27/19
O:\3400-3499\3496\SEWER-GRAVITY\3496SEWER-GRAVITY-03.dwg

DIGALERT
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BENCHMARK:

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ELEVATION = 2468.061' (NAVD '88), (STAMPED Q 1311 1978)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
1/22/19 DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT
CALIFORNIA
INC.NOV.18, 1912

Reviewed By: _____ Date: 2.1.19
Staff Engineer

Recommended for Approval By: _____ Date: 2.1.19
Administrative Engineer

Approved By: _____ Date: 2.18.19
City Engineer/Director of Public Works
RCE 36198

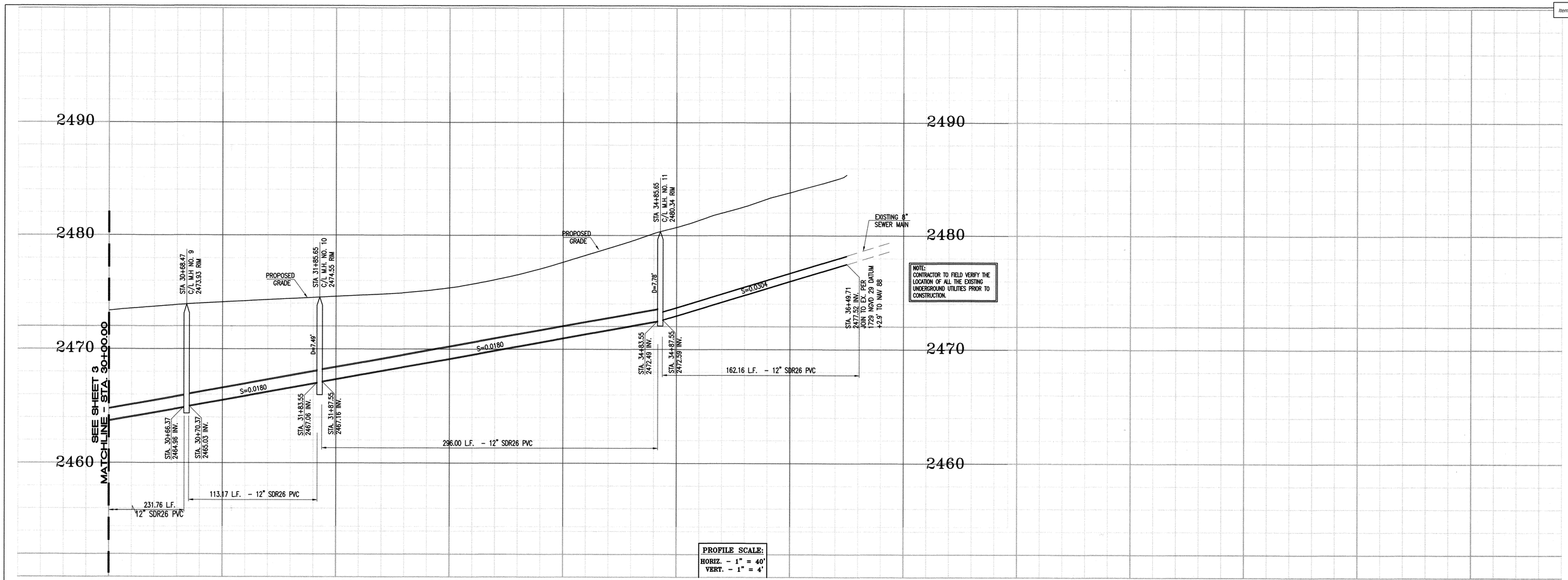
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN AND PROFILE
FOR
4TH STREET
FROM POTRERO TO END OF 4TH STREET

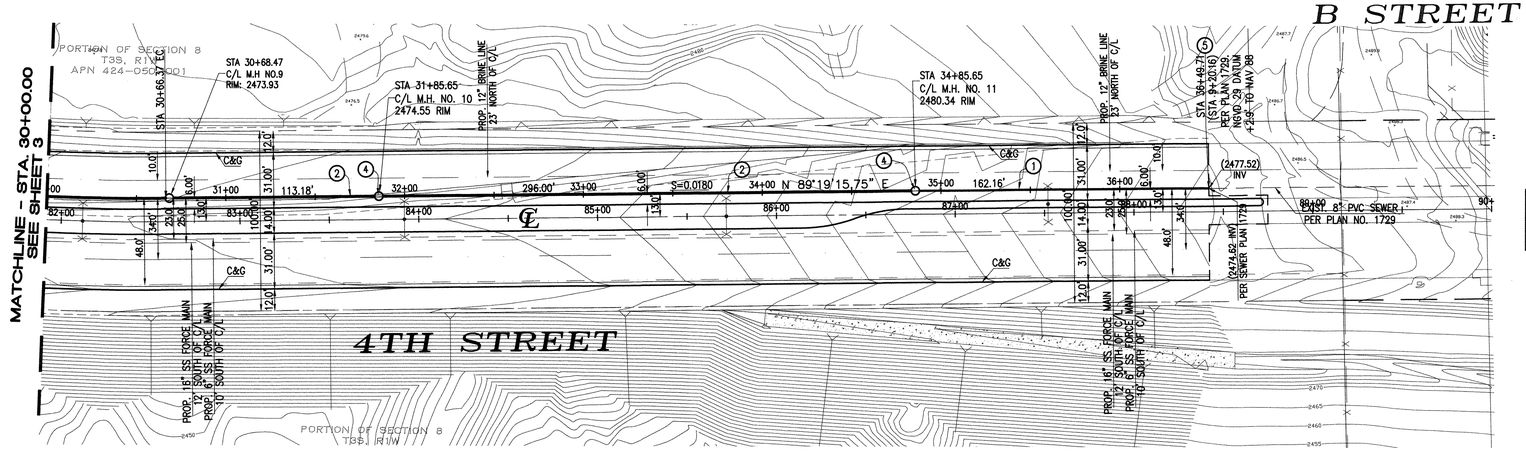
STA. 20+00 TO STA. 30+00

SHEET 3 OF 4 SHEETS
FILE NO: 3251



NOTE:
CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL THE EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'

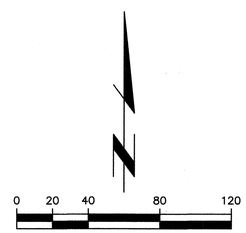


NOTE:
CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL THE EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

SEWER CONSTRUCTION NOTES:

- (1) INSTALL 8" SDR26 PVC SEWER MAIN
- (2) INSTALL 12" SDR26 PVC SEWER MAIN
- (3) INSTALL 15" SDR26 PVC SEWER MAIN
- (4) INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606
- (5) REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN
- (6) INSTALL PLUG AT END OF PIPE

● *APPLICABLE THIS SHEET*



Last Update: 1/27/19
O:\3400-3499\3498\SEWER-GRAVITY\3498SEWER-GRAVITY-04.dwg

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:

NATIONAL GEODETIC SURVEY BENCHMARK NO. "Q 1311"

1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTHWEST SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DK3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.

ELEVATION = 2468.061' (NAVD '88), (STAMPED Q 1311 1978)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
1/28/19
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER · REINHARD STENZEL · R.C.E. NO. 56155 · Exp. 12-31-20 · CIVIL · STATE OF CALIFORNIA

DESIGN BY:	J.P.
DRAWN BY:	J.P.
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SCALE:	
DATE:	
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CITY of BEAUMONT · CALIFORNIA · INC. NOV. 18, 1912

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CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN AND PROFILE

FOR

4TH STREET

FROM POTRERO TO END OF 4TH STREET

STA. 30+00 TO STA. 36+49.71

SHEET 4 OF 4 SHEETS
FILE NO: 3251

CITY OF BEAUMONT, CA
PUBLIC SEWER IMPROVEMENT PLAN
4TH STREET - WEST OF POTRERO BLVD.

GENERAL NOTES

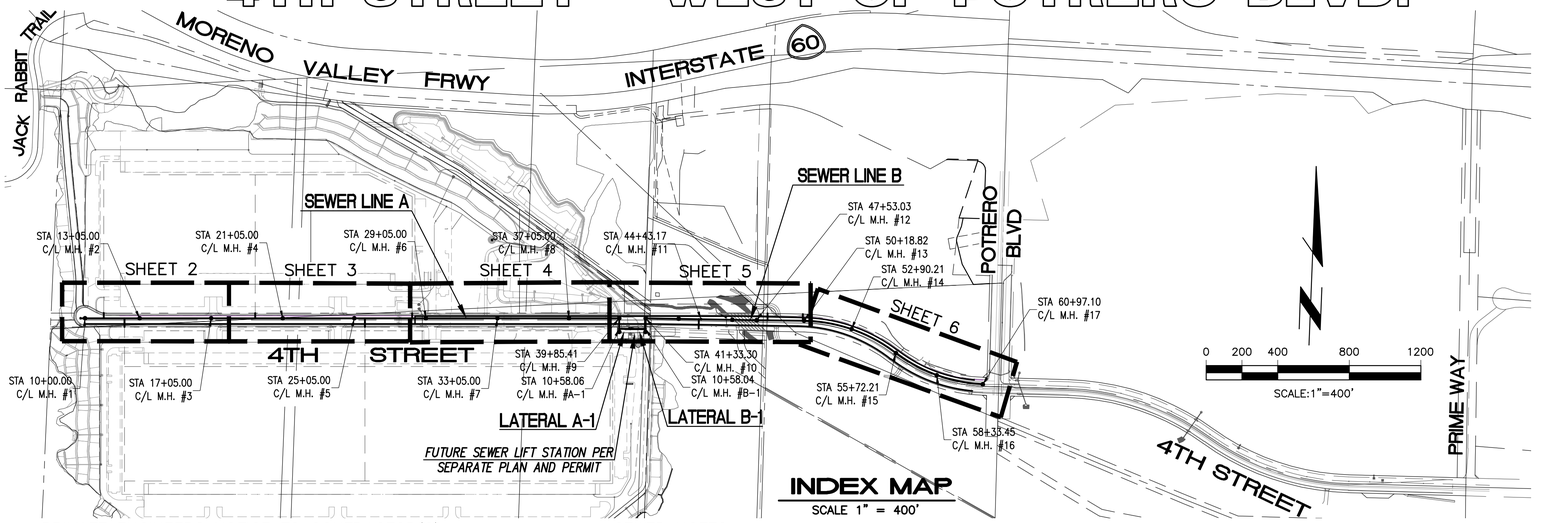
1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER- OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

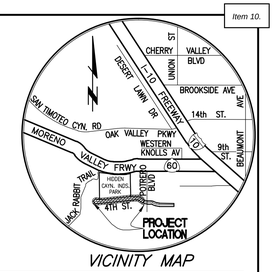
23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

NOTE

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.



INDEX MAP
SCALE 1" = 400'



VICINITY MAP

SHEET INDEX

1	TITLE SHEET
2	SEWER LINE 'A' PLAN & PROFILE STA 9+74.00 TO STA 19+00.00
3	SEWER LINE 'A' PLAN & PROFILE STA 19+00.00 TO STA 28+00.00
4	SEWER LINE 'A' PLAN & PROFILE STA 28+00.00 TO STA 39+00.00
5	SEWER LINE 'A' PLAN & PROFILE STA 39+00.00 TO STA 39+85.41 SEWER LINE 'B' PLAN & PROFILE STA 41+33.30 TO STA 50+00.00
6	SEWER LINE 'B' PLAN & PROFILE STA 50+00.00 TO STA 60+99.10
7	SEWER LATERAL 'A-1' PLAN & PROFILE STA 10+00.00 TO 11+34.96 SEWER LATERAL 'B-1' PLAN & PROFILE STA 10+00.00 TO 11+39.69

SEWER CONSTRUCTION NOTES:

		QTY:
1	INSTALL 6" SDR26 PVC SEWER LATERAL	364 LF
2	INSTALL 15" SDR26 PVC SEWER MAIN	2,062 LF
3	INSTALL 12" SDR26 PVC SEWER MAIN	3,093 LF
4	INSTALL 48" SEWER MANHOLE PER E.M.W.D. SB-53	20 EA
5	INSTALL PLUG AT END OF PIPE	12 EA
6	REMOVE EXISTING PLUG AND JOIN EXISTING 15" SEWER MAIN	1 EA
7	INSTALL CLEAN OUT PER E.M.W.D. SB-52	10 EA

AGENCIES — TELEPHONE

BEAUMONT-CHERRY VALLEY WATER	(951) 845-9581
CITY OF BEAUMONT	(951) 769-8520
KINDER MORGAN	(951) 712-8842
MCI WORLDCOM	(972) 729-6016
QUESTAR PIPELINE COMPANY	(307) 352-7115
SOUTHERN CALIFORNIA EDISON	(909) 307-6710
SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7755
FRONTIER COMMUNICATIONS	(909) 217-0116

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO 16-PP-02, DATED 9/16/2016
5. SOILS REPORT AND RECOMMENDATIONS BY KLING CONSULTING GROUP, DATED 5/1/2017,

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* RCFC&WCD STANDARD MANUAL
** EMWD SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO TOP OF PIPE (TOP).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176.
12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
16. ALL MANHOLE AND CLEANOUT COVERS WITHIN PAVED AREAS SHALL BE ADJUSTED TO FINISHED GRADES AFTER PAVING IS COMPLETED; AND SUCH ADJUSTMENTS SHALL BE DONE IN A MANNER AS TO PREVENT ENTRY OF SILT AND/OR DEBRIS INTO THE SEWER SYSTEM. A CONCRETE COLLAR AROUND SEWER MANHOLES 12" THICK AND 12" WIDE MUST BE PROVIDED.

LINE TYPE LEGEND:

PROPOSED GRAVITY SEWER MAIN	SF
PROPOSED SEWER FORCE MAIN	SF
PROPOSED DOMESTIC WATER MAIN	DW
PROPOSED RECLAIM WATER MAIN	RW
EXISTING GRAVITY SEWER MAIN	(SS)
EXISTING DOMESTIC WATER MAIN	(DW)
EXISTING RECLAIM WATER MAIN	(RW)
EXISTING SEWER FORCE MAIN	(SF)

NOTICE TO CONTRACTOR:
ALL WORK TO BE CONSTRUCTED PER THIS PLAN BY PREVAILING WAGES.

THIS PLAN DOES NOT INCLUDE PROPOSED SIDEWALKS, FIRE HYDRANTS, WATER MAINS, GAS LINES, ELECTRICAL LINES OR TELEPHONE LINES.

NOTE TO CONTRACTOR:
PRIOR TO CONSTRUCTION OF SEWER THE CONTRACTOR SHALL VERIFY INVERT AND LOCATION OF EXISTING UTILITIES AT POINT OF CONNECTION AND NOTIFY CIVIL ENGINEER IN CASE OF CONFLICT.

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: THIENES ENGINEERING INC.
ADDRESS: 14349 FIRESTONE BLVD
CITY, ZIP: LA MIRADA, CA 90638
TELEPHONE: (714) 521-4811
BY: _____ *DATE:* _____
REINHARD STENZEL RCE 56155

ABBREVIATIONS:

A.B.	AGGREGATE BASE	L.P.	LOW POINT
ARCH.	ARCHITECTURAL	M.H.	MANHOLE
A.C.	ASPHALT CONCRETE	N.G.	NATURAL GRADE
B.W.	BACK OF WALK	PKWY DRAIN	PARKWAY DRAIN
B.C.R.	BEGINNING OF CURVE	P.P.	POWER POLE
B.O.P.	BOTTOM OF PIPE	℄	PROPERTY LINE
B.O.W.	BOTTOM OF WALL	P.V.C.	POLYVINYLCHLORIDE
BLDG	BUILDING	R	RATE OF GRADE
C.I.P.	CAST IRON PIPE	R.C.P.	REINFORCED CONCRETE PIPE
C.B.	CATCH BASIN	R.D.	ROOF DRAIN
℄	CENTERLINE	R/W	RIGHT OF WAY
C.L.F.	CHAIN LINK FENCE	S	SLOPE
CONC.	CONCRETE	S.F.	SQUARE FEET
C.M.B.	CRUSHED MISC. BASE	S.D.	STORM DRAIN
C.F.	CURB FACE	ST.LT.	STREET LIGHT
E.P.	EDGE OF PAVEMENT	S.W.	STEM WALL
E.C.R.	END OF CURVE	T.B.	TOP OF BERM
EXIST.	EXISTING	T.C.	TOP OF CURB
(0.00)	EXISTING ELEVATION	T.S.	TOP OF CONCRETE SLAB
F.F.	FINISH FLOOR	T.E.	TRASH ENCLOSURE
F.O.	FIBER OPTIC	TRANS PAD	TRANSFORMER PAD
F.G.	FINISH GRADE	T.F.	TOP OF FOOTING
F.S.	FINISH SURFACE	T.G.	TOP OF GRATE
F.H.	FIRE HYDRANT	TOE	TOE OF SLOPE
F.L.	FLOW LINE	TOP	TOP OF SLOPE
G.B.	GRADE BREAK	T.O.P.	TOP OF PIPE
H.C.	HANDICAP	T.R.	TOP OF RAIL
H	HEIGHT OF RETAINING	T.W.	TOP OF WALL
H.P.	HIGH POINT	X+XX	SEWER STATION
INV.	INVERT	[X+XX]	STREET STATION
L.S.	LANDSCAPING		

OWNER INFORMATION:

MCDONALD PROPERTY GROUP
1140 N. COAST HIGHWAY
LAGUNA BEACH, CA 92651
PHONE: (949) 999-2800
FAX: (949) 999-2839

LEGAL DESCTIPTION:

DAVID RICKER (WEST OF PORTRERO):
A STRIP OF LAND, 100.00 FEET IN WIDTH, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALSO A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED OCTOBER 1, 2008 AS DOCUMENT NO. 2008-0533024, OF OFFICIAL RECORDS OF SAID COUNTY.

LASSEN DEVELOPMENT PARTNERS (EAST OF PM NO. 36426):
THAT CERTAIN LAND DESCRIBED IN IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION TO THE CITY OF BEAUMONT, BEING A PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED JUNE 2, 2016 AS DOCUMENT NO. 2016-0227312, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL MAP NO. 36426
BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, BOTH OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERARDINO MERIDIAN, AS RECORDED MARCH 16, 2017, AS DOCUMENT NO. 2017-0108002, OF OFFICIAL RECORDS OF SAID COUNTY.

Last Update:6/1/20
G:\JOBS-3099\3080\SEWER\3080SEW-01.dwg

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK NO. "D 1311"
1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH(WEST) SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.
ELEVATION = 2468.061' (NAVD 88), (STAMPED 0 1311 1978)

BASIS OF BEARINGS:
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

SEAL
REGISTERED PROFESSIONAL ENGINEER REINHARD STENZEL R.C.E. NO. 56155 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

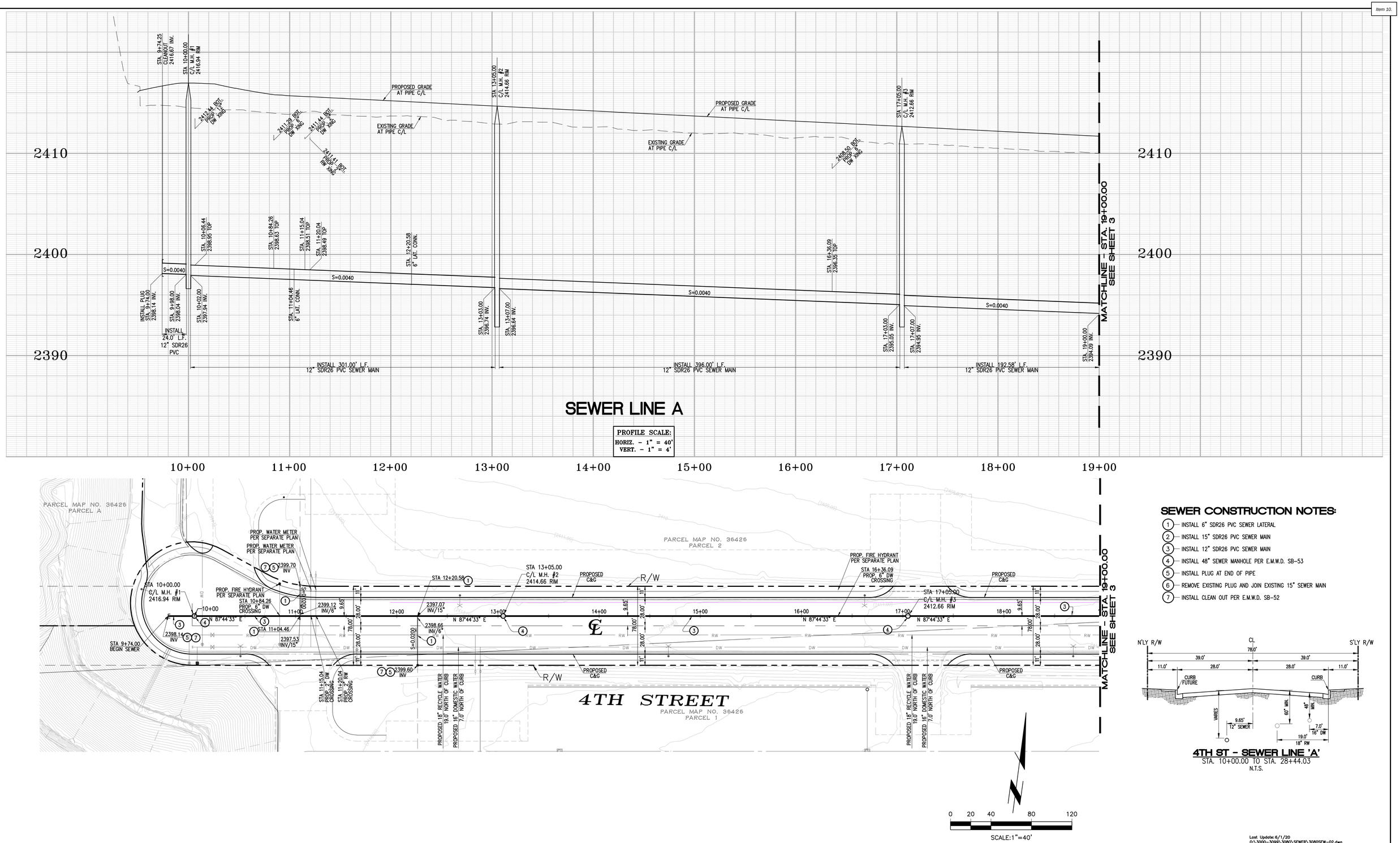
CITY OF BEAUMONT CALIFORNIA INC.NOV.18.1912

Reviewed By: _____ Date: _____ Staff Engineer
Recommended for Approval By: _____ Date: _____ Administrative Engineer
Approved By: _____ Date: _____ City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
PUBLIC SEWER IMPROVEMENT PLAN
FOR
4TH STREET WEST OF POTRERO BLVD.
TITLE SHEET

SHEET 1 OF 7 SHEETS
FILE NO: PW2020-0430



SEWER LINE A

PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'

SEWER CONSTRUCTION NOTES:

1. INSTALL 6" SDR26 PVC SEWER LATERAL
2. INSTALL 15" SDR26 PVC SEWER MAIN
3. INSTALL 12" SDR26 PVC SEWER MAIN
4. INSTALL 48" SEWER MANHOLE PER E.M.W.D. SB-53
5. INSTALL PLUG AT END OF PIPE
6. REMOVE EXISTING PLUG AND JOIN EXISTING 15" SEWER MAIN
7. INSTALL CLEAN OUT PER E.M.W.D. SB-52

4TH ST - SEWER LINE 'A'
STA. 10+00.00 TO STA. 28+44.03
N.T.S.

0 20 40 80 120
SCALE:1"=40'

Last Update: 6/1/20
O:\3000-3099\3080\SEWER\3080SEW-02.dwg

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
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REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
DATE

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R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: _____ Date: _____
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

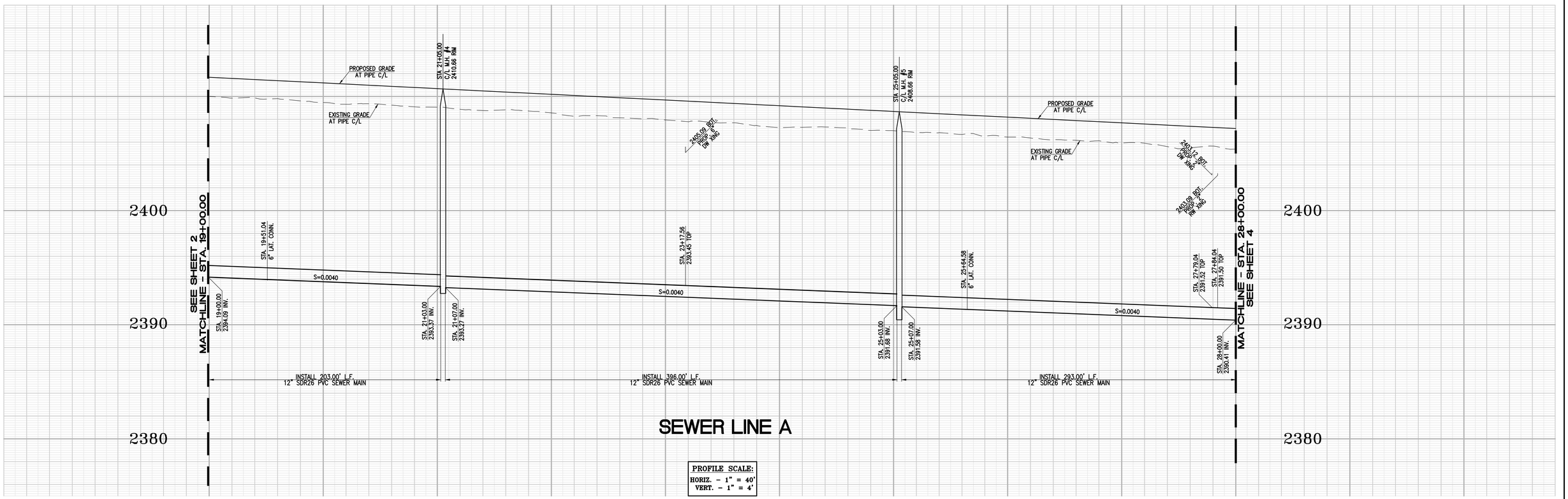
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS

STA. 10+00.00 TO STA. 19+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

PLAN & PROFILE

SHEET 2 OF 7 SHEETS
FILE NO: PW2020-0430



SEWER LINE A

PROFILE SCALE:
HORIZ. - 1" = 40'
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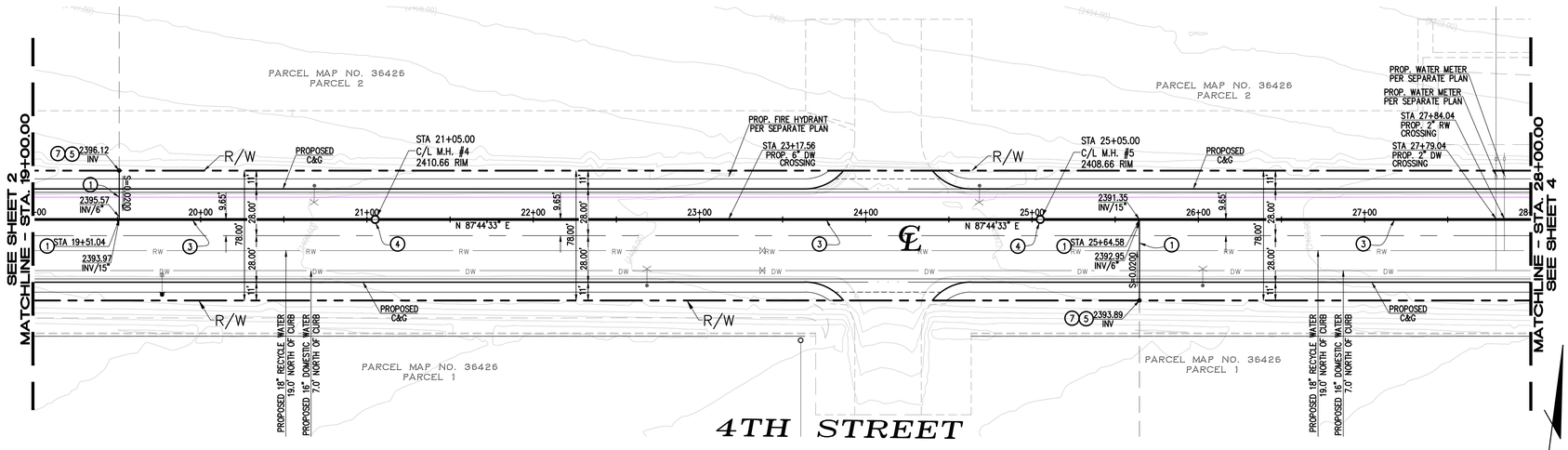

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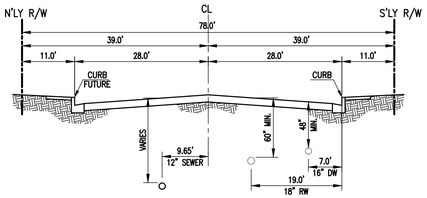

4TH ST - SEWER LINE 'A'
STA. 10+00.00 TO STA. 28+44.03
N.T.S.

0 20 40 80 120
SCALE:1"=40'

Last Update: 6/1/20
O:\3000-3099\3080\SEWER\3080SEW-03.dwg

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Call 2 Working Days Before You Dig! 811

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LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SEAL
REGISTERED PROFESSIONAL ENGINEER REINHARD STENZEL R.C.E. NO. 56155 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY OF BEAUMONT CALIFORNIA INC.NOV.18,1912.

Reviewed By: _____ Date: _____ Staff Engineer
Recommended for Approval By: _____ Date: _____ Administrative Engineer
Approved By: _____ Date: _____ City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

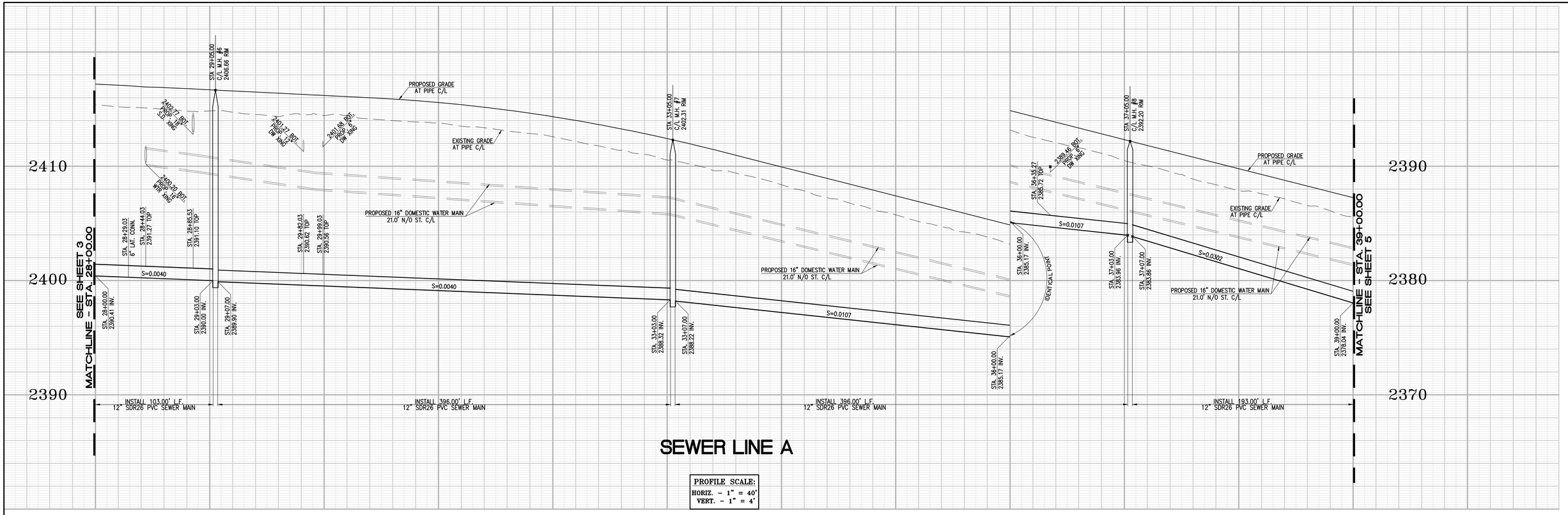
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS

STA. 19+00.00 TO STA. 28+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

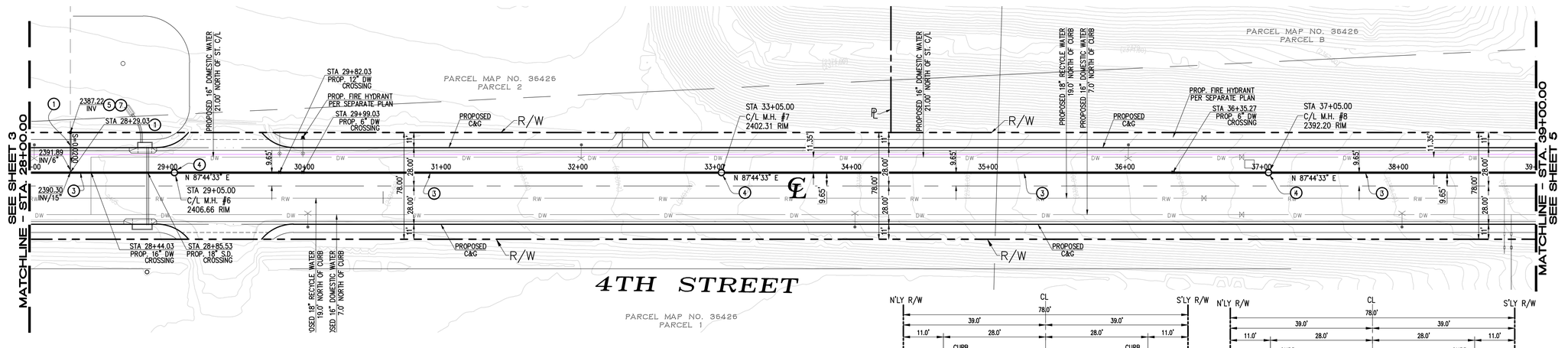
PLAN & PROFILE

SHEET 3 OF 7 SHEETS
FILE NO: PW2020-0430



SEWER LINE A

PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'



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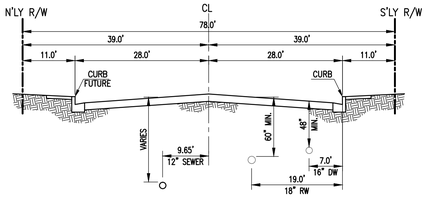
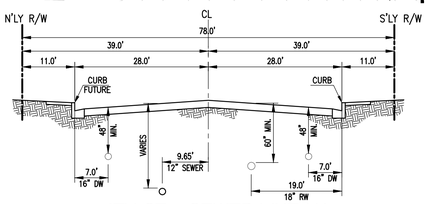
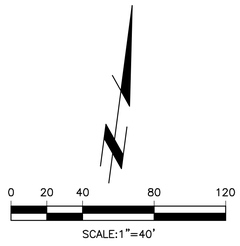


4TH ST - SEWER LINE 'A'
STA. 10+00.00 TO STA. 28+44.03
N.T.S.



4TH ST - SEWER LINE 'A'
STA. 28+44.03 TO STA. 39+85.41
N.T.S.



Last Update: 6/1/20
O:\3000-3099\3080\SEWER\3080SEW-04.dwg

DIGALERT
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811

BENCHMARK:

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
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CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

DESIGN BY: J.P.
DRAWN BY: J.P.
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SCALE:
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CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: _____ Date: _____
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

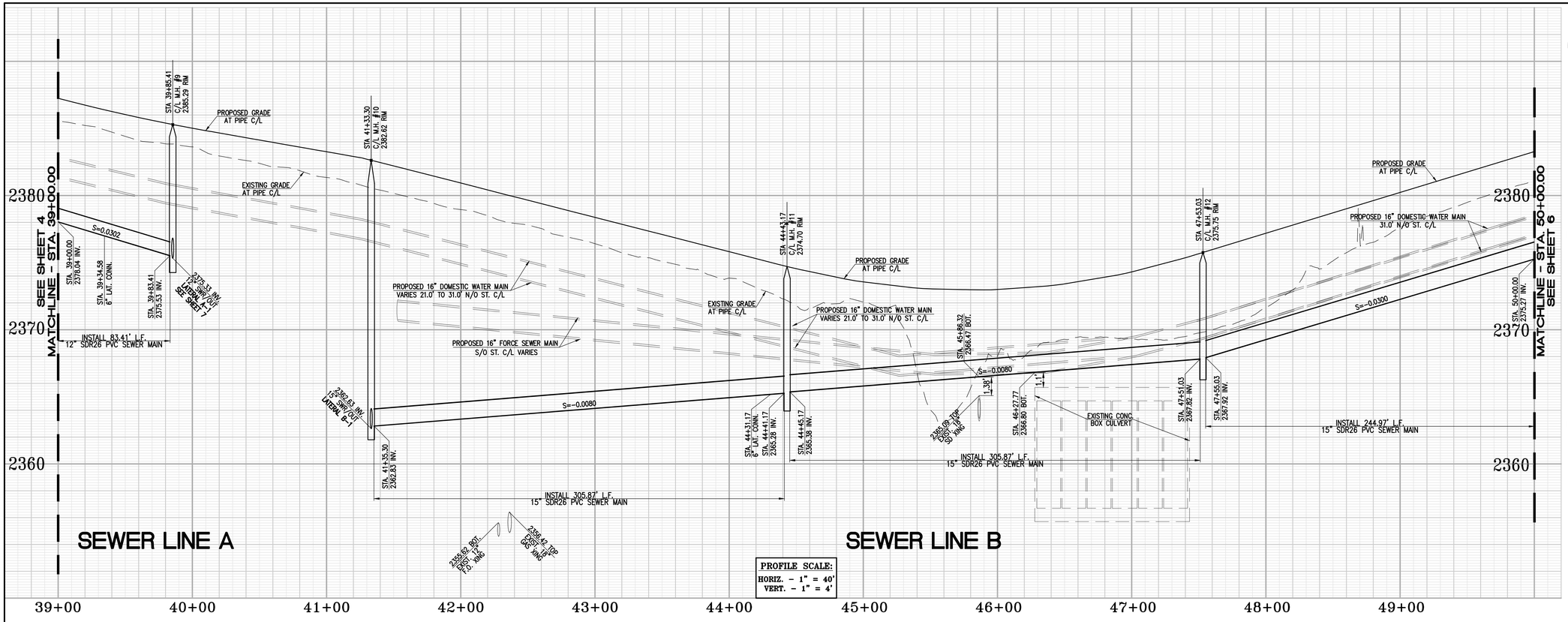
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS

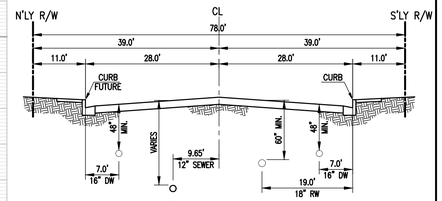
STA. 28+00.00 TO STA. 39+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

PLAN & PROFILE

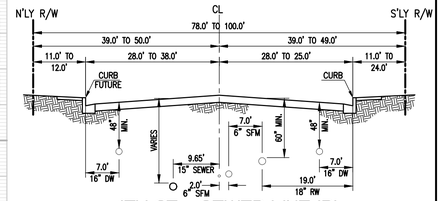
SHEET 4 OF 7 SHEETS
FILE NO: PW2020-0430



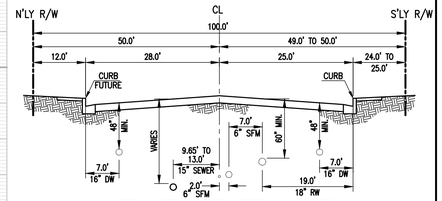
PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'



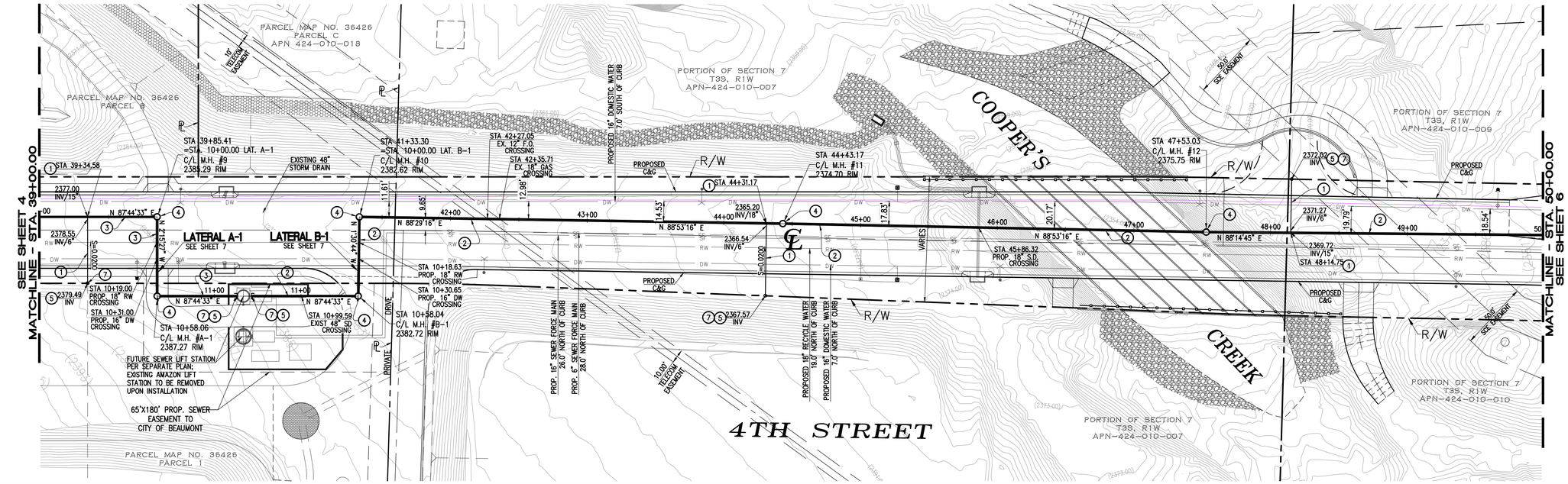
4TH ST - SEWER LINE 'A'
STA. 28+44.03 TO STA. 39+85.41
N.T.S.



4TH ST - SEWER LINE 'B'
STA. 41+33.30 TO STA. 47+53.03
N.T.S.



4TH ST - SEWER LINE 'B'
STA. 47+53.03 TO STA. 50+18.82
N.T.S.



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0 20 40 80 120
SCALE:1"=40'

Last Update: 6/1/20
O:\3000-3099\3080\SEWER\3080SEW-05.dwg

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CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: _____ Date: _____
City Engineer/Director of Public Works

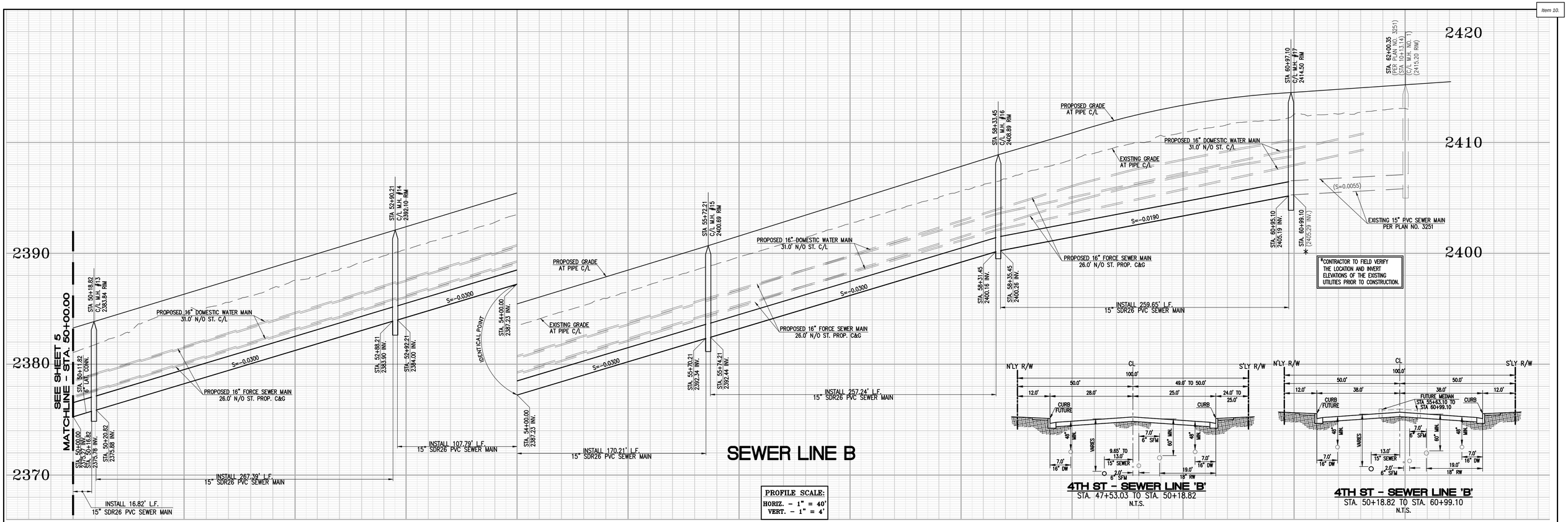
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS
STA. 39+00.00 TO STA. 50+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

PLAN & PROFILE

SHEET 5 OF 7 SHEETS
FILE NO: PW2020-0430



SEWER LINE B

PROFILE SCALE:
HORIZ. - 1" = 40'
VERT. - 1" = 4'

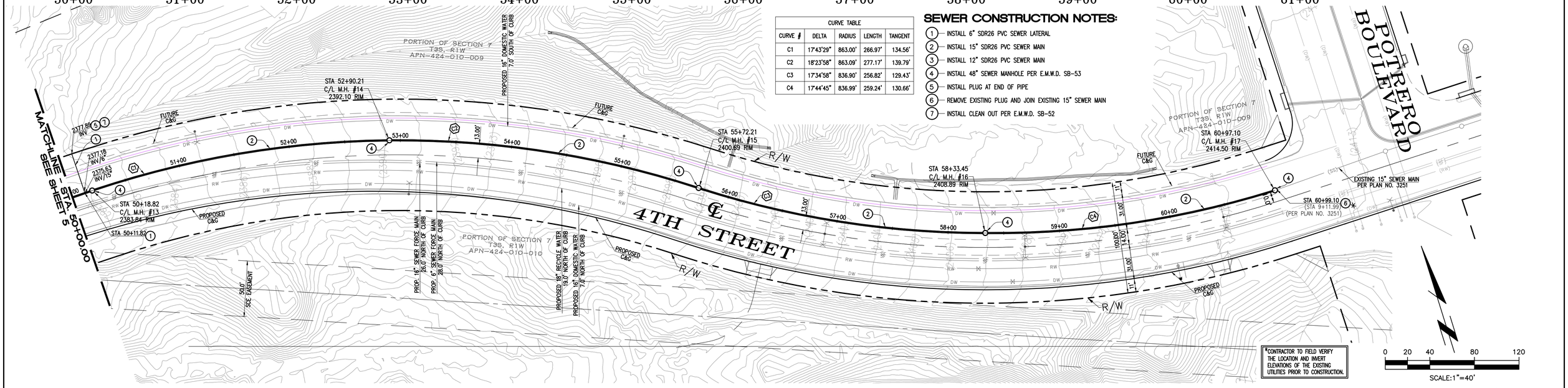
4TH ST - SEWER LINE 'B'
STA. 47+53.03 TO STA. 50+18.82
N.T.S.

4TH ST - SEWER LINE 'B'
STA. 50+18.82 TO STA. 60+99.10
N.T.S.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	17°43'29"	863.00'	266.97'	134.56'
C2	18°23'58"	863.09'	277.17'	139.79'
C3	17°34'58"	836.90'	256.82'	129.43'
C4	17°44'45"	836.99'	259.24'	130.66'

SEWER CONSTRUCTION NOTES:

1. INSTALL 6" SDR26 PVC SEWER LATERAL
2. INSTALL 15" SDR26 PVC SEWER MAIN
3. INSTALL 12" SDR26 PVC SEWER MAIN
4. INSTALL 48" SEWER MANHOLE PER E.M.W.D. SB-53
5. INSTALL PLUG AT END OF PIPE
6. REMOVE EXISTING PLUG AND JOIN EXISTING 15" SEWER MAIN
7. INSTALL CLEAN OUT PER E.M.W.D. SB-52



Last Update:6/1/20
C:\3000-3099\3080\SEWER\3080SEW-06.dwg

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK NO. "D 1311"
1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH(WEST) SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.
ELEVATION = 2468.061' (NAVD 29), (STAMPED D 1311 1978)

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CNPP" AND "MOC", BOTH PUBLISHED ON CSRC DATA SHEETS, BEING N 86°04'01.17163" E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: _____
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PLAN & PROFILE

SHEET 6 OF 7 SHEETS
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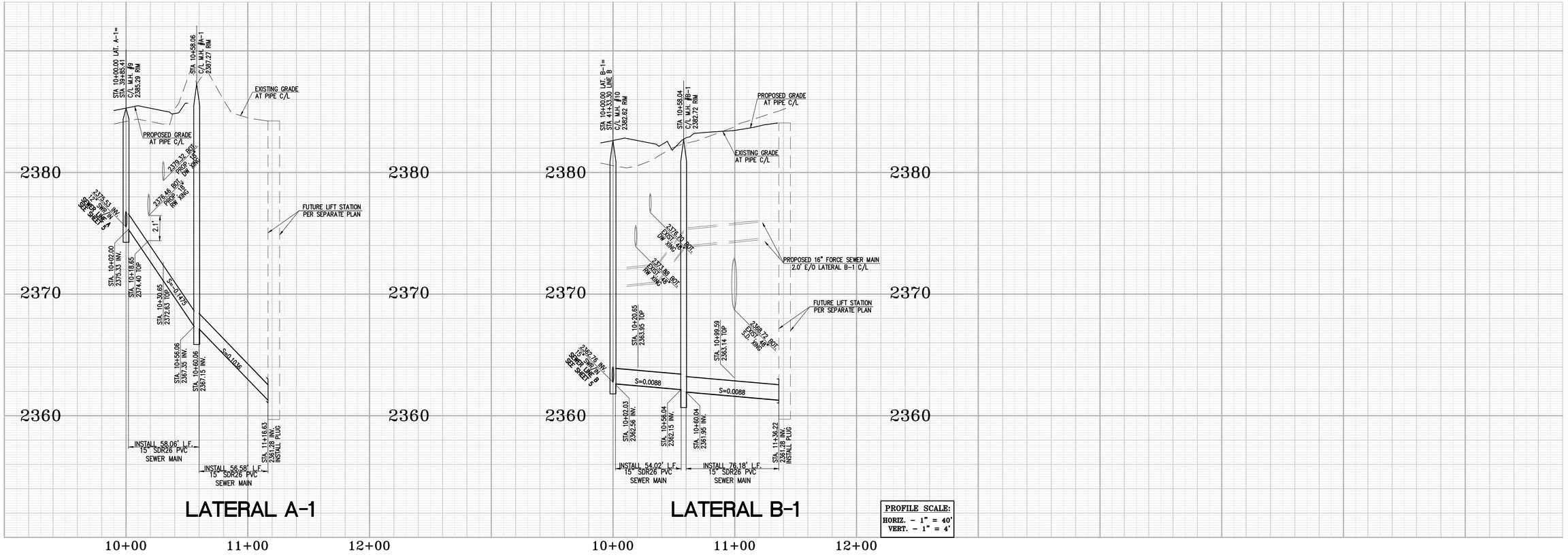

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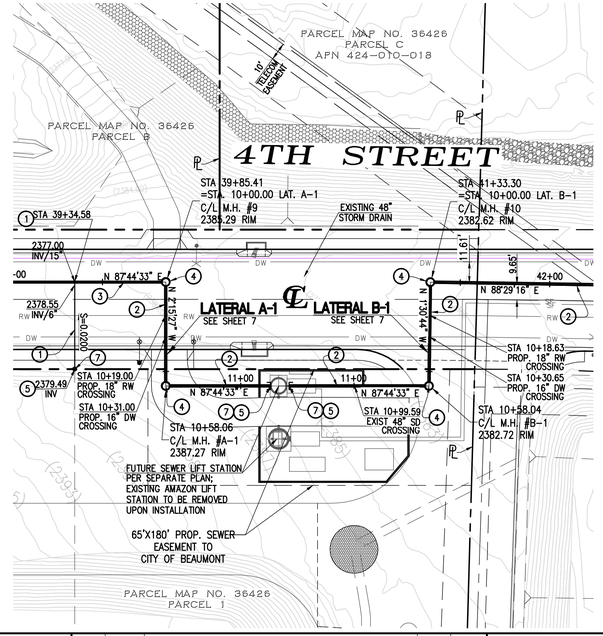

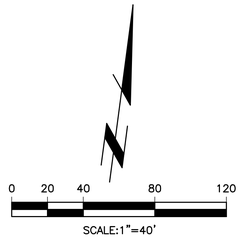

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Last Updated: 6/1/20
D:\3000-3099\3080\SEWER\3080SEW-07.dwg

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ENGINEER		REVISIONS	CITY	

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LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

SEAL: REGISTERED PROFESSIONAL ENGINEER * REINHARD STENZEL * R.C.E. NO. 56155 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

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4TH STREET
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PLAN & PROFILE

SHEET 7 OF 7 SHEETS
FILE NO: PW2020-0430

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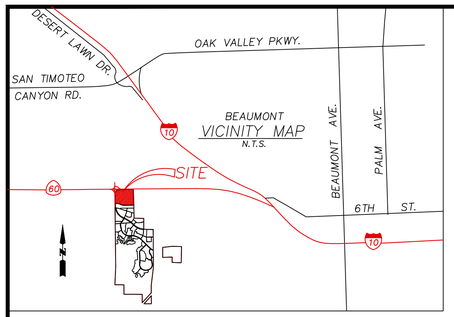
Appendix F

Legacy Highlands Site Plan
Preserve Phasing Map
Jack Rabbit Trail Site Plan



PROJECT ADDRESS

PRIMARILY A PORTION OF THE NORTH 1 /2 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEAUMONT, CALIFORNIA

OWNER / DEVELOPER

PORTERO COMMERCIAL, LLC
4191 BROCKTON AVENUE
RIVERSIDE, CA 92501
PHONE, (951) 369-9898

APPLICANT'S REPRESENTATIVE.

SRD DESIGN STUDIO, INC.
10501 WILSHIRE BLVD. – STE# 1211
LOS ANGELES, CA 90211
CONTACT, DAVID GOLKAR
PHONE, (424) 279-0909

UTILITY PROVIDERS/ AGENCIES:

ELECTRIC SERVICES
SOUTHERN CALIFORNIA EDISON:
287 TENNESSEE STREET
REDLANDS, CALIFORNIA 92373
ATTN, BOB SIEGAL
PHONE, (949) 307-6770

NATURAL GAS SERVICE:

THE GAS COMPANY
1981 W. LUGONIA
REDLANDS, CA 92374-9720
ATTN, ALAN KESELOFF
PHONE, (909) 335-7725

ASSESSOR'S PARCEL NO.:

421-060-003

DEVELOPER:

PORTERO COMMERCIAL, LLC
4191 BROCKTON AVENUE
RIVERSIDE, CA 92501
PHONE, (951) 369-9898

SEWERAGE:

CITY OF BEAUMONT
550 E. 6TH STREET
BEAUMONT, CA 92223
PHONE, (909) 769-8520

TELEPHONE SERVICE:

PACIFIC BELL
1265 VAN BUREN ST. RM. 1 00
ANAHEIM, CA 92807
ATTN, NORMA GULLOT
PHONE, (714) 666-5692

DOMESTIC WATER:

BEAUMONT-CHERRY VALLY WATER
560 MAGNOLIA AVENUE
BEAUMONT, CALIFORNIA 92223
ATTN, JOEL ROBLES
PHONE, (951) 845-9581

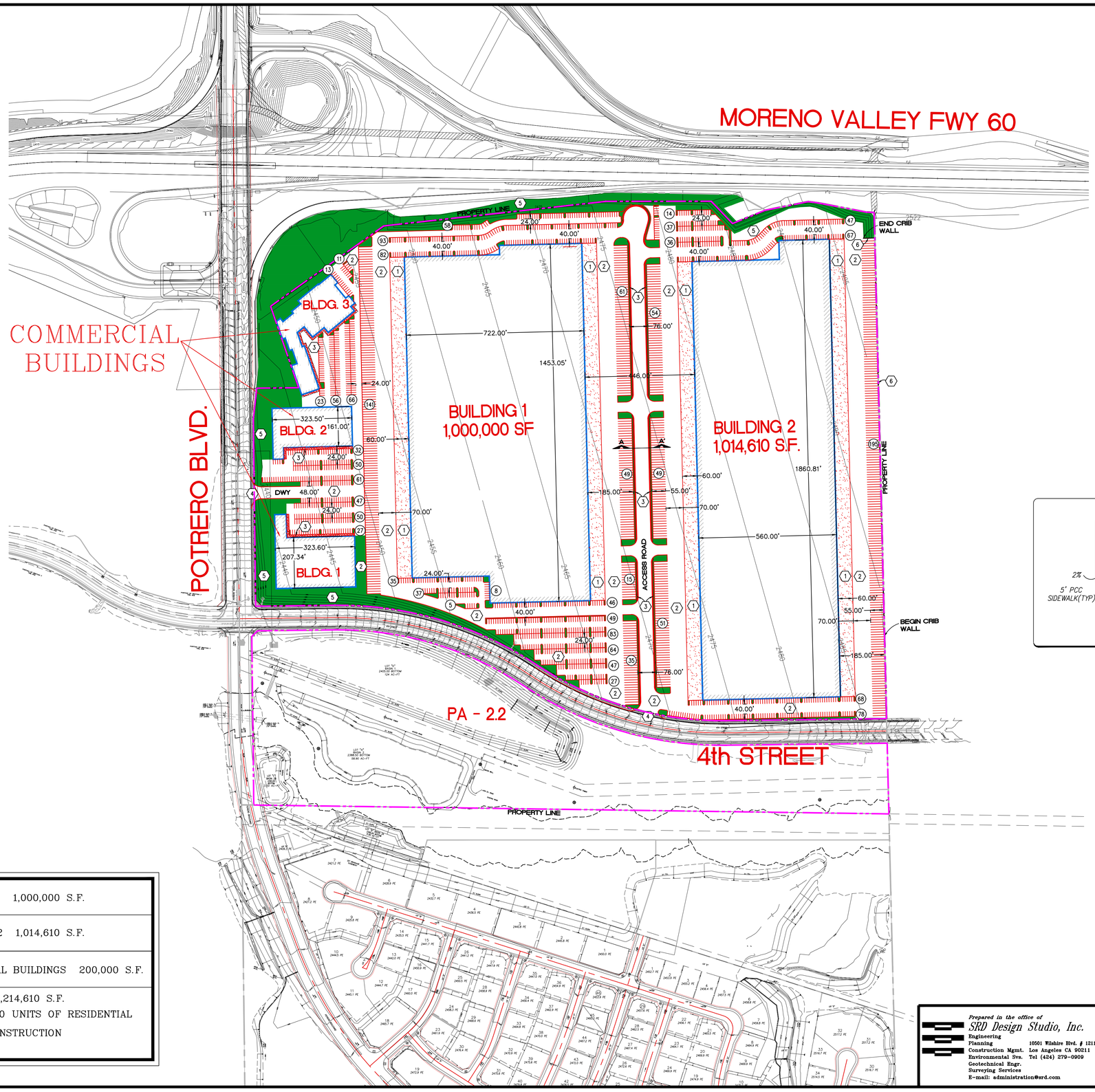
PROJECT ZONING:

SPECIFIC PLAN
COMMERCIAL / INDUSTRIAL

SITE PLAN - GENERAL NOTES

1. THE SOILS REPORT PREPARED IS TO BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALE S. DETAILS ON SHEET ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
   PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE " C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF- SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE " C" DRAWINGS.
8. CONTRACTOR TO REFER TO " C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE " C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALK S TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION CONSTRUCTION JOINTS SHALL BE A MAXIMU M 12'EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION JOINT FILLER MATERIAL OF 1/4" FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. A SEPARATE PERMIT SHALL BE OBTAINED FOR ALL FENCES, SCREEN WALLS, TRASH ENCLOSURES, LIGHT POLE BASES & SIGNAGE PER CITY STANDARDS.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LAN DSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, LA LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. IT SHOULD BE A REPONSABILITY OF THE APPLICANT / REPRESENTATIVE TO FORWARD GUIDELINES FOR LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS (GREEN HANDOUT) TO THE LANDSCAPE ARCHITECT FOR INFORMATION ON THE REQUIREMENTS AND SUBMITTAL FOR PLAN CHECK.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB.
19. EMPLOYEE BREAK AREA WILL BE PROVIDED WITHIN OFFICE T.I.
20. THE " ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
21. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT.

BUILDING 1	1,000,000 S.F.
BUILDING 2	1,014,610 S.F.
COMMERCIAL BUILDINGS	200,000 S.F.
TOTAL	2,214,610 S.F.
TOTAL 1,200 UNITS OF RESIDENTIAL	
BEGINS CONSTRUCTION JUNE 2020	

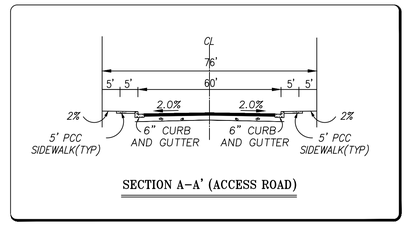


SITE PLAN - KEY NOTES:

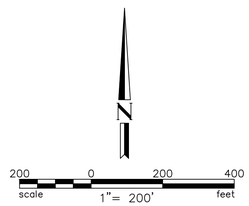
1. CONCRETE TRUCK APRON
2. ASPHALT CONCRETE (AC) PAVING, SEE SOIL REPORT FOR SECTION REQUIREMENTS, SEE REFERENCE DRAWING FOR LOCATION.
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED CITY STD.
5. LANDSCAPED AREAS
6. CRIB WALL

SITE LEGEND

- LANDSCAPED AREA
- CONCRETE PAVING
- AC. PAVING
- STANDARD PARKING STALL (9' X 20')
- SLOPE
- (64) PARKING STALL COUNT
- TRACT BOUNDARY
- R/W



SECTION A-A' (ACCESS ROAD)



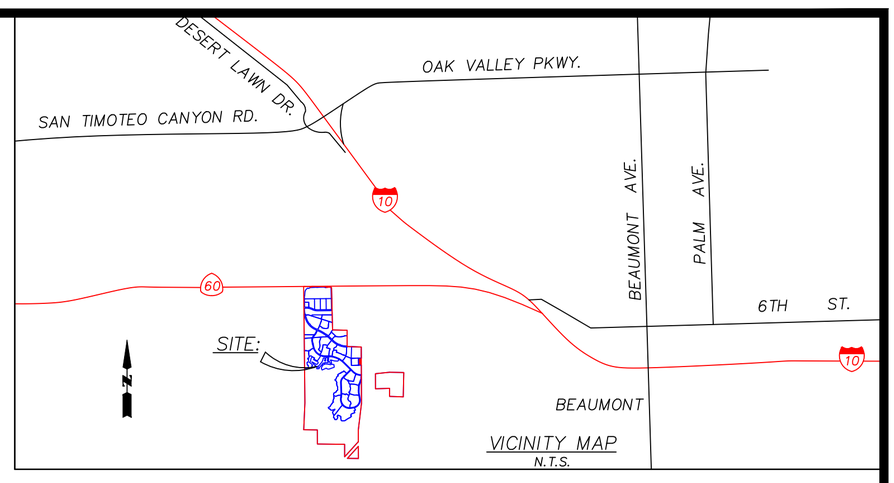
Prepared in the office of
SRD Design Studio, Inc.
Engineering
Planning
Construction Mgmt.
Environmental Svs.
Geotechnical Engr.
Surveying Services
10501 Wilshire Blvd. # 1211
Los Angeles CA 90211
Tel (424) 279-0909
E-mail: administration@srd.com

CITY OF BEAUMONT

SITE PLAN
LEGACY HIGHLANDS

Drawing No.
Job No. 2074.1165
Sheet No. 1 of 1

Drawing Name: S:\1165 WILLOW SPRINGS\EXHIBITS\EXHIBITS UPDATE 2019\1165 Commercial Site Plan.dwg
Last Opened: May 19, 2020 - 12:29pm by: Civil 3D

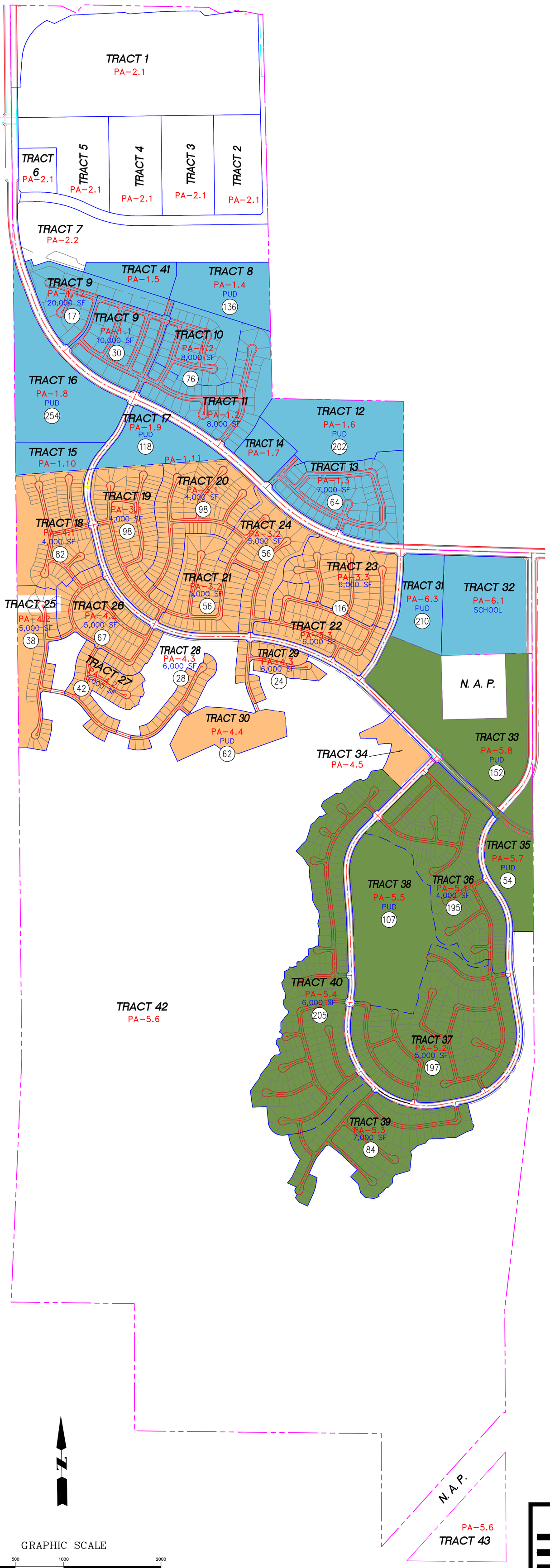


Development Plan Statistical Summary Table

Planning Area/ Neighborhood	Parcel No.	Land Use Designation	Zoning	House S. Foot Range	Average S. Footage	Gross Acres (1)	Specific Plan review Process: Minimum Lot Size		Expected # of Units	Maximum Density
Planning Area 1										
Neighborhood 1.1	Parcel 9	Low Density Residential	R-SF	2,800-3,200	3,000	13.20	SFD-10,000 sf.		30	2.3 du/ac
Neighborhood 1.2	Parcel 10 & 11	Low Density Residential	R-SF	2,250-2,800	2,550	31.20	SFD-8,000 sf.		76	2.4 du/ac
Neighborhood 1.3	Parcel 13	Low Density Residential	R-SF	2,050-2,400	2,250	30.50	SFD-7,000 sf.		64	2.1 du/ac
Neighborhood 1.4	Parcel 8	Medium Density Residential	PUD	900-1,250	1,100	12.50	PUD		136	15.0 du/ac
Neighborhood 1.5	Parcel 41	Open Space	OS			5.90	-		-	-
Neighborhood 1.6	Parcel 12	Medium Density Residential	PUD	1,000-1,250	1,150	16.10	PUD		202	15.0 du/ac
Neighborhood 1.7	Parcel 14	Open Space	OS			5.00	-		-	-
Neighborhood 1.8	Parcel 16	Medium Density Residential	PUD	1,000-1,300	1,200	19.00	PUD		254	15.0 du/ac
Neighborhood 1.9	Parcel 17	High Density Residential	PUD	850-1,200	1,050	8.90	PUD		118	15.0 du/ac
Neighborhood 1.10	Parcel 15	Open Space	OS			6.00	-		-	-
Neighborhood 1.11	Parcel 9	Open Space	OS			3.50	-		-	-
Neighborhood 1.12	Parcel 9	Low Density Residential	R-SF	2,800-3,200	3,000	12.00	SFD-20,000 sf.		17	0.8 du/ac
TOTAL PLANNING AREA 1:						163.80			897	5.5
Planning Area 2										
Neighborhood 2.1	Parcel 1-6	Commercial	C-G			100.00	-		-	-
Neighborhood 2.2	Parcel 7	Open Space	OS			34.70	-		-	-
TOTAL PLANNING AREA 2:						134.70				
Planning Area 6										
Neighborhood 6.1	Parcel 32	School	-			20.00	-		-	-
Neighborhood 6.2	Parcel 44	Open Space	OS			111.20	-		-	-
Neighborhood 6.3	Parcel 31	Medium Density Residential	PUD	1,000-1,300	1,200	14.80	PUD		210	15.0 du/ac
TOTAL PLANNING AREA 6:						146.00			210	1.4
Sub-total - Conventional Planned Community:						444.50			1,107.00	
Planning Area 3										
Neighborhood 3.1	Parcel 19 & 20	Low Residential	R-SF	1,850-2,200	2,050	39.00	SFD-4,000 sf.		196	5.0 du/ac
Neighborhood 3.2	Parcel 21 & 24	Low Residential	R-SF	1,300-2,000	1,650	28.30	SFD-5,000 sf.		112	4.1 du/ac
Neighborhood 3.3	Parcel 22 & 23	Low Residential	R-SF	1,850-2,200	2,050	32.70	SFD-6,000 sf.		116	3.6 du/ac
TOTAL PLANNING AREA 3:						100.00			424	4.3
Planning Area 4										
Neighborhood 4.1	Parcel 18	Low Density Residential	R-SF	900-1,250	1,100	29.90	SFD-4,000 sf.		82	2.7 du/ac
Neighborhood 4.2	Parcel 25, 26 & 27	Low Density Residential	R-SF	1,650-2,200	1,950	37.50	SFD-5,000 sf.		147	4.0 du/ac
Neighborhood 4.3	Parcel 28 & 29	Low Density Residential	R-SF	1,850-2,200	2,050	22.00	SFD-6,000 sf.		52	2.4 du/ac
Neighborhood 4.4	Parcel 30	Low Density Residential	PUD	1,100-2,000	1,550	9.70	PUD		62	9.0 du/ac
Neighborhood 4.5	Parcel 34	Open Space	OS			4.40	-		-	-
TOTAL PLANNING AREA 4:						103.50			343	3.4
Planning Area 5										
Neighborhood 5.1	Parcel 36	Low Density Residential	R-SF	1,850-2,200	2,050	31.80	SFD-4,000 sf.		195	6.2 du/ac
Neighborhood 5.2	Parcel 37	Low Density Residential	R-SF	1,300-2,000	1,650	33.80	SFD-5,000 sf.		197	5.9 du/ac
Neighborhood 5.3	Parcel 39	Low Density Residential	R-SF	3,600-4,200	3,900	51.70	SFD-7,000 sf.		84	1.7 du/ac
Neighborhood 5.4	Parcel 40	Low Density Residential	R-SF	1,850-2,200	2,050	73.70	SFD-6,000 sf.		205	2.8 du/ac
Neighborhood 5.5	Parcel 38	Low Density Residential	PUD	1,850-2,200	2,050	29.00	PUD		107	9.0 du/ac
Neighborhood 5.6	Parcel 42 & 43	Open Space	OS			638.90	-		-	-
Neighborhood 5.7	Parcel 35	Low Density Residential	PUD	900-1,300	1,100	6.90	PUD		54	9.0 du/ac
Neighborhood 5.8	Parcel 33	Low Density Residential	PUD	900-1,300	1,100	28.50	PUD		152	9.0 du/ac
TOTAL PLANNING AREA 5:						894.30			994.0	1.2
sub-total - ACTIVE ADULT COMMUNITY						1097.8			1761.0	1.6
SUBTOTAL AREAS 1-6:						1542.3			2,868	
Public Road/Spine Circulation						56.5				
PROJECT TOTAL:						1598.8			2,868	1.79

(1) Gross Acreage includes streets within each Neighborhood.
(2) A maximum of 20% of the Maximum Allowable Dwelling Units may be transferred between Neighborhoods and Planning Areas provided that the total Maximum Allowable Dwelling Units shall not exceed 2,800.
(3) Maximum density as measured over the entire Neighborhood. Individual projects may have a density greater than 8.0 du./ac, provided that the Maximum Allowable Dwelling Units for any Neighborhood are not exceeded. Maximum project density shall not exceed 20.0 du/ac
(4) Minimum lot size applies
5) Maximum allowable density = 20.0 du/ac

Phase I Series A Bonds Total Number of Units=1,107
Phase II Series B Bonds Total Number of Units=767
Phase III Series C Bonds Total Number of Units=994



LEGEND

- TRACT 21 — TRACT NO.
- PA-3.2 — PLANNING AREA
- (55) — TOTAL LOTS
- PHASE I SERIES A BONDS TOTAL NO. OF UNITS=1,107
- PHASE II SERIES B BONDS TOTAL NO. OF UNITS=767
- PHASE III SERIES C BONDS TOTAL NO. OF UNITS=994

N

GRAPHIC SCALE

0 250 500 1000 2000

(IN FEET)
1 inch = 500 ft.

Prepared in the office of
SRD Design Studio, Inc.
Engineering
Planning
Construction Mgmt.
Environmental Svs.
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Los Angeles CA 90211
Tel (424) 279-0909

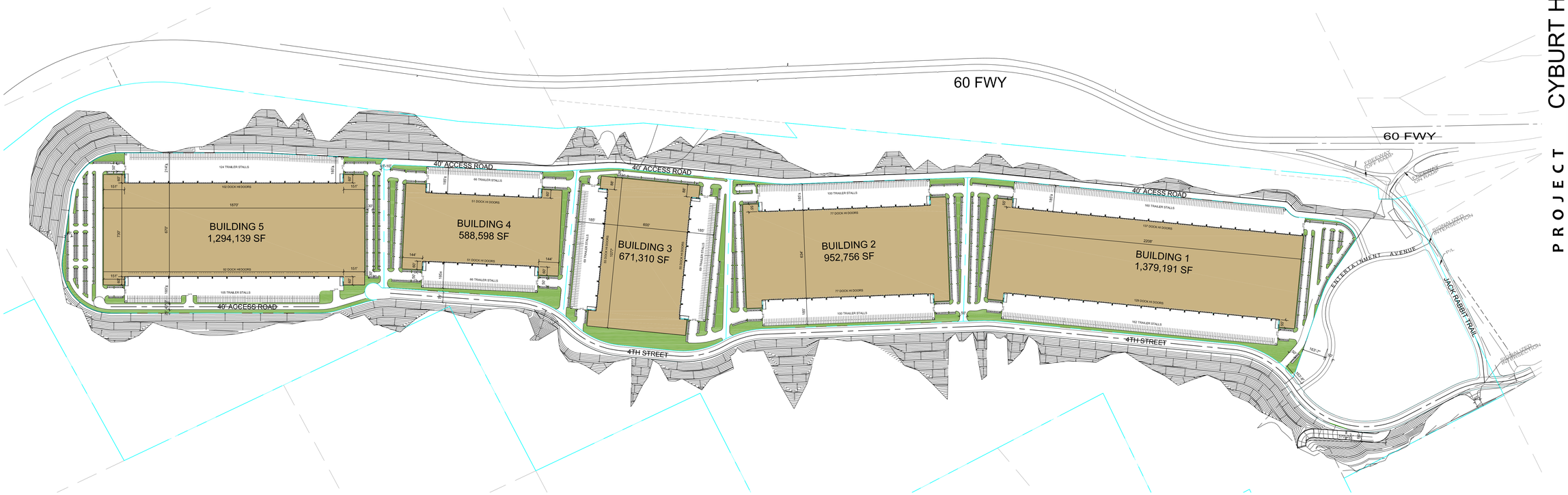
DATE:
DAVID J. GOLKAR RCE# 54162 EXP. 12/31/2019

PRESERVE

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

PHASING MAP

Drawing Name: C:\Projects\1165_Willow Springs\Exhibits\1165 Phasing Map.dwg
Last Opened: Jun 03, 2019 - 3:54pm by: TN



PROJECT CYBURT HOLDINGS SITE
BEAUMONT, CA

SCHEME 8
SITE PLAN

PROJECT INFORMATION - SCHEME 7			12.02.2019
GROSS SITE AREA	**27,114,668**	**SF**	**622.47 AC**
PAD AREA (SELLABLE AREA) - EXCLUDING RETAIL	9,505,884	SF	218.225 AC
4TH STREET	686,300	SF	15.76 AC
PROPOSED STREET (JACK RABBIT TRAIL)	78,216	SF	1.796 AC
NET DEVELOPABLE AREA (WHICH STREETS)	**10,364,886**	**SF**	**237.95 AC**
TOTAL BUILDING AREA	4,885,994	SF	
NET FAR			**47.14%**
MAX FAR			NONE
ZONE			(M)-MANUFACTURING
STREET FRONT BLDG. SETBACK			25 FT
STREET SIDE BLDG. SETBACK			NONE
STREET FRONT PARKING SETBACK			50 FT
STREET FRONT LANDSCAPE SETBACK			NONE
INT/REAR BLDG SETBACK			NONE
PARKING REQUIRED (9X19)			5,012
SUGGESTED: PARKING REQUIRED			2,461
PARKING PROVIDED			2,693
LANDSCAPE REQUIRED	15%	1,554,733	SF
LANDSCAPE PROVIDED	8.0%	826,319	SF
TRAILERS REQUIRED (12X50)			841
TRAILERS PROVIDED			1,021

BUILDING 1			
NET AREA	2,650,720	SF	
FAR	52%		
BUILDING 1 AREA	**1,379,191**	**SF**	
FOOTPRINT	1,374,191	SF	
WAREHOUSE	1,369,191	SF	
OFFICE	5,000	SF	
MEZZANINE	5,000	SF	
OFFICE	5,000	SF	
PARKING REQUIRED PER ZONING (9X19)	1,409		
WAREHOUSE @ 1/1000	1,369		
OFFICE @ 1/250	40		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*725*		
WAREHOUSE @ 1/2000	*685*		
OFFICE @ 1/250	*40*		
PARKING PROVIDED	725		
TRAILER REQUIRED (12X50)	270		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	322		
LANDSCAPE PROVIDED	6.4%	168,551	SF

BUILDING 2			
NET AREA	1,762,026	SF	
FAR	54%		
BUILDING 2 AREA	**952,756**	**SF**	
FOOTPRINT	947,756	SF	
WAREHOUSE	942,756	SF	
OFFICE	5,000	SF	
MEZZANINE	5,000	SF	
OFFICE	5,000	SF	
PARKING REQUIRED PER ZONING (9X19)	983		
WAREHOUSE @ 1/1000	943		
OFFICE @ 1/250	40		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*511*		
WAREHOUSE @ 1/2000	*471*		
OFFICE @ 1/250	*40*		
PARKING PROVIDED	531		
TRAILER REQUIRED (12X50)	154		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	200		
LANDSCAPE PROVIDED	6.8%	119,496	SF

BUILDING 3			
NET AREA	1,393,853	SF	
FAR	48%		
BUILDING 3 AREA	**671,310**	**SF**	
FOOTPRINT	668,310	SF	
WAREHOUSE	665,310	SF	
OFFICE	3,000	SF	
MEZZANINE	3,000	SF	
OFFICE	3,000	SF	
PARKING REQUIRED PER ZONING (9X19)	689		
WAREHOUSE @ 1/1000	665		
OFFICE @ 1/250	24		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*357*		
WAREHOUSE @ 1/2000	*333*		
OFFICE @ 1/250	*24*		
PARKING PROVIDED	370		
TRAILER REQUIRED (12X50)	100		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	138		
LANDSCAPE PROVIDED	13.7%	191,592	SF

BUILDING 4			
NET AREA	1,204,725	SF	
FAR	49%		
BUILDING 4 AREA	**588,598**	**SF**	
FOOTPRINT	585,598	SF	
WAREHOUSE	582,598	SF	
OFFICE	3,000	SF	
MEZZANINE	3,000	SF	
OFFICE	3,000	SF	
PARKING REQUIRED PER ZONING (9X19)	607		
WAREHOUSE @ 1/1000	583		
OFFICE @ 1/250	24		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*315*		
WAREHOUSE @ 1/2000	*291*		
OFFICE @ 1/250	*24*		
PARKING PROVIDED	391		
TRAILER REQUIRED (12X50)	102		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	132		
LANDSCAPE PROVIDED	10.2%	123,361	SF

BUILDING 5			
NET AREA	2,207,269	SF	
FAR	59%		
BUILDING 5 AREA	**1,294,139**	**SF**	
FOOTPRINT	1,289,139	SF	
WAREHOUSE	1,284,139	SF	
OFFICE	5,000	SF	
MEZZANINE	5,000	SF	
OFFICE	5,000	SF	
PARKING REQUIRED PER ZONING (9X19)	1,324		
WAREHOUSE @ 1/1000	1,284		
OFFICE @ 1/250	40		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*553*		
WAREHOUSE @ 1/2000	*642*		
OFFICE @ 1/250	*40*		
PARKING PROVIDED	676		
TRAILER REQUIRED (12X50)	215		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	229		
LANDSCAPE PROVIDED	7.3%	160,372	SF

HERDMAN
ARCHITECTURE + DESIGN

16201 Scientific Way
Irvine, CA 92618
www.Herdman-AD.com
714.389.2800
info@Herdman-AD.com

A19-2104
12.02.2019

NORTH

CONCEPTUAL SITE PLAN

A CONCEPTUAL SITE PLAN
SCALE: 1" = 300'

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE June 1, 2021

SUBJECT: **Public Hearing to Consider an Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.11.150 "Storage Facilities" to the Beaumont Municipal Code**

Background and Analysis:

On October 15, 2019, the City Council adopted Interim Urgency Ordinance No. 1111 for a moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards. On November 19, 2019, the City Council adopted Ordinance No. 1114 for an extension of ten (10) months and fifteen (15) days of the temporary moratorium. On October 6, 2020, City Council approved the final one (1) year extension of the ordinance and directed City staff to bring back development standards for these uses.

When requesting enactment of the moratorium, City staff cited the City's Economic Development Strategic Plan (EDSP) goals and requested the moratorium remain in place until the General Plan Update was complete. The new General Plan took effect January 3, 2021, and the goals in the General Plan work to support the goals of the EDSP.

The General Plan and EDSP goals and policies are comprehensive. As both documents were being prepared, a recurring theme was "jobs housing balance." The City is rich with housing but most Beaumont residents commute to jobs outside of the City which in-turn contributes to an economic imbalance and a quality-of-life issue. In working toward closing the gap on the jobs housing imbalance, development standards can be put into place to help achieve the City's goals while still allowing new business to be established in the City and allowing existing uses to continue operations or expand.

For purposes of appropriately establishing development standards, City staff has divided the uses into two groups: 1) Mini-storage, self-storage or public-storage

facilities; and 2) Contractor or building storage yards, automobile parking (including RV), and truck stops or terminals. Each of the business types listed provide either a service for residents within the community or support the economy through the provisions of jobs or function rendered, however the benefit varies.

City staff has preliminarily analyzed storage regulations for cities in Riverside, San Bernardino and Los Angeles Counties in preparation of regulations for the uses addressed in the moratorium. Cities vary in their approach, but they typically include standards such as regulation of building height, size or floor area ratio, landscaping, parcel size or type, separation distance, enclosed structures, location (zoning) and approval process.

City staff has also reached out to real estate agents, business owners/operators and various commercial and industrial representatives to solicit input on the proposed standards.

As it pertains to zoning and approval process, City staff believes the uses identified in the moratorium are allowed in the appropriate zones and the approval processes are adequate. There are no changes to zoning or processes proposed, only the addition of development standards. City staff recommends consideration of the following:

- Allowing self-storage or storage uses only on irregularly shaped parcels not suitable for commercial or industrial jobs producing uses,
- Require enhanced screening measures such as solid masonry wall and/or mature landscaping,
- Security cameras and lighting,
- Operations and truck route plan,
- Property maintenance program, and
- Standard conditions of approval (for storage uses other than self-storage).

Fiscal Impact:

The cost of City staff time to prepare this report is estimated to be $750.00

Recommended Action:

Hold a public hearing, and
Continue the item to the June 15, 2021, City Council meeting to allow additional time for public input.

Attachments:

A. Proposed Ordinance adding Chapter 17.11.150 “Storage Facilities” to the Beaumont Municipal Code

Chapter 17.11.150 Storage Facilities.

17.11.150 Storage Facilities

A. *Intent*. This section establishes requirements for the storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment. The purpose of these regulations is to provide adequate and convenient guidelines for self-storage, outdoor storage and display of materials, merchandise, and equipment in the appropriate zones. The intent of these regulations is to minimize visual impacts to adjacent properties and public rights-of-way and to protect public health, safety and welfare due to the over development of these storage intensive facilities and encourage economic development within the City of Beaumont by controlling the number, size, and location of these types of facilities.

B. *Classification of Storage Facilities*. The following words and phrases shall, for the purposes of this chapter, have the meanings respectively ascribed to them by this section, as follows:

1. Outdoor storage use means. Establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

2. Truck yard or Truck terminal. A type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

3. Automobile parking or storage facility. A type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, water craft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

4. Contractor or Building materials storage yard. Establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractors business licensed within the City of Beaumont.

5. Mini-storage, Mini-warehouse, Self-storage or Public-storage. An operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

C. *Applicability*. The requirements of this chapter shall apply to the establishment or modification of all storage facilities identified in this chapter, in zoning districts in which the use is permitted, pursuant to Beaumont Municipal Code Chapter 17.03 and Chapter 17.19. This chapter shall not apply to existing uses or pending applications as of the effective date of the ordinance codified in this chapter. The continuation of existing storage uses shall be subject to the regulations and guidelines of the appropriate zone or Chapter 17.08, Non-conforming Uses of the Beaumont Municipal Code.

D. Storage *Uses*. The following shall apply to all uses identified in this Chapter, Section B(1)-(4) inclusive:

1. The uses identified herein shall not be located adjacent to or across a street or intersection from residentially zoned or used land, public or private schools, public parks and open space intended for public park and recreational use; and

2. The uses shall be limited to occupying parcels of irregular shape not suitable for valuable commercial or industrial, job producing uses; or

3. The use shall be limited to a maximum of 2 acres and not be located within 500 feet of another storage use.

A. *Site Design Standards.*

1. All buildings and structures shall incorporate enhanced architectural treatments on all sides visible from public view. Enhanced architectural treatments include combinations of accent building materials, windows/spandrel glass, reveals, metal eyebrow accents, cornices, etc.

2. Parking shall be provided for the primary use associated with a storage use in accordance with Chapter 17.05 (Off-Street Parking and Loading Standards) of the Beaumont Municipal Code or an applicable specific plan.

3. All passenger vehicle parking lots, drive-aisles, and truck parking areas or truck courts, and outdoor storage areas shall be paved with asphalt or concrete; no areas shall remain unfinished and all areas of a developed site shall be finished with a permanent surface or permanent landscaping materials and irrigation.

4. Sufficient space, including additional overflow areas, shall be provided to accommodate all maneuvering, queuing, stacking, loading, unloading, and parking of vehicles on-site and to avoid queuing, stacking, loading, unloading, and parking of vehicles off-site on adjacent streets.

5. Signage for directional guidance to vehicles entering and exiting the facility shall be provided on-site.

B. *Screening Standards.*

1. All stored items, including trucks and trailers within truck parking areas and courts, shall be completely screened from public view, including oblique views, by a combination of buildings and/or solid screen walls of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means tan slumpstone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.
2. Screen walls shall not be located within any required front yard or street side yard building or landscape setback area.
3. All stored items, including trucks and trailers within truck parking areas, shall not exceed eight feet in height. Screen walls shall be of adequate height to screen on-site uses but not exceed eight feet in height. Mature landscaping shall be required to effectively screen along street frontages any area where the eight-foot screen wall is unable to provide complete screening.
4. Solid walls surrounding storage uses that either at grade or are above the grade of an adjacent street shall incorporate a berm/slope along the entire length of the wall that ensures that no more than eight feet of the wall is visible from public view.
5. A combination of fencing and landscaping may be provided in lieu of solid screening walls along the side and rear property lines in areas where the site is not visible to the public. A combination of trees and shrubs shall be provided to ensure adequate screening.
6. Access gates and doors may be constructed of open wrought iron.
7. Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

C. *Security Standards.*

1. All storage uses shall be secured and incorporate security cameras that are connected to the city's enforcement system to the satisfaction of the Police Chief or their designee.

2. All outdoor storage uses shall be illuminated entirely every night, from dusk until dawn, in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

D. *Operational Standards for Storage Uses*.

1. An operations and truck route plan shall be submitted for review and approval as part of the Conditional Use Permit or Plot Plan application. The plan shall describe the operational characteristics of the proposed use, including but not limited to, hours of operation, number of employees, types of items to be stored at the site, and the proposed truck routing to and from the facility to designated truck routes that avoids passing residential, educational, park and open space intended for public park and recreational use areas to the greatest extent feasible. The plan shall also include physical and operational measures for preventing truck queuing, stopping, and parking on public streets.

2. A property maintenance plan shall be submitted for review and approval as part of the Conditional Use Permit or Plot Plan application. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physical condition and appearance. The methods and maximum intervals for maintenance of each component shall be specified in the program

3. Storage uses are subject to all applicable fire, health, safety, and building regulations.

4. Storage is permitted in required side and rear yards. Storage is not permitted in required front or street side yards.

5. Caretaking units shall be permitted, provided parking is accommodated on-site.

6. New or modified truck yards shall route all vehicles associated with the use (trucks, vans, passenger vehicles, etc.) on roadways that avoid passing residential, educational, park and open space intended for public park and recreational use areas to the greatest extent feasible.

E. *Performance Measures and Standard Conditions of Approval.*

1. The following measures shall be included as performance measures and standard conditions of approval for all storage uses identified herein:

a. The queuing of trucks on streets or elsewhere outside of facility shall be prohibited. All queuing, stacking, loading, unloading, and parking shall occur exclusively on-site.

b. The operator of the storage use shall be responsible for implementing and monitoring an operations and truck route plan during all operations, including, but not limited to posting the plan and educating truck drivers on the approved routes.

c. Facilities shall not store any products, goods, materials, or containers outside of any building on-site, except for trucks and trailers associated with the facility, unless such storage is permitted through the entitlement process in accordance with this chapter.

d. Drivers shall not sleep or reside within any vehicle on-site overnight or for any other extended duration of time.

e. Operators shall address any parking, traffic, noise, or safety issues within forty-eight hours of being notified by the city that an issue exists.

f. Prior to the issuance of a Certificate of Occupancy or Business License, any new tenant or operator of a storage facility shall: a) submit an operational plan and trip generation analysis prepared by a licensed traffic engineer for review and approval demonstrating the proposed operations and

projected traffic associated with the new tenant or operator is the same or less than the projected traffic assumed in the approved entitlements for the facility; and b) sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility. If the proposed operations and trip generation represent a significant change in operational characteristics or more than ten percent increase in trip generation beyond what was entitled, a modification to the entitlements shall be required prior to the start of operations.

g. The property owner and/or operator shall be responsible for implementing the approved property maintenance program and maintaining the property in good physical condition.

E. Mini-storage, Mini-warehouse, Self-storage or Public-storage. The following shall apply to Mini-storage, Mini-warehouse, Self-storage or Public-storage uses:

1. The uses shall be limited to occupying parcels of irregular shape not suitable for valuable commercial or industrial, job producing uses; or

2. The use shall be limited to a maximum of 2 acres and not be located within 500 feet of another storage use.

A. *Site Design Standards.*

1. All buildings and structures shall incorporate enhanced architectural treatments on all sides visible from public view. Enhanced architectural treatments include combinations of accent building materials, windows/spandrel glass, reveals, metal eyebrow accents, cornices, etc.

2. Parking shall be provided for the primary use associated with a storage use in accordance with Chapter 17.05 (Off-Street Parking and Loading Standards) of the Beaumont Municipal Code or an applicable specific plan.

3. All passenger vehicle parking lots, drive-aisles, and truck parking areas or truck courts, and outdoor storage areas shall be paved with asphalt or concrete; no areas shall remain unfinished and all areas of a developed site shall be finished with a permanent surface or permanent landscaping materials and irrigation.

4. Sufficient space, including additional overflow areas, shall be provided to accommodate all maneuvering, queuing, stacking, loading, unloading, and parking of vehicles on-site and to avoid queuing, stacking, loading, unloading, and parking of vehicles off-site on adjacent streets.

5. Signage for directional guidance to vehicles entering and exiting the facility shall be provided on-site.

B. *Screening Standards.*

1. All stored items, including trucks and trailers within truck parking areas and courts, shall be completely screened from public view, including oblique views, by a combination of buildings and/or solid screen walls of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means tan slumpstone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.
2. Screen walls shall not be located within any required front yard or street side yard building or landscape setback area.
3. All stored items, including trucks and trailers within truck parking areas, shall not exceed the lesser of the height of the permanent structures or fifteen feet. Screen walls shall be of adequate height to screen on-site uses but not exceed eight feet in height. Mature landscaping shall be required to effectively screen along street frontages any area where the eight-foot screen wall is unable to provide complete screening.

4. Solid walls surrounding storage uses that either at grade or are above the grade of an adjacent street shall incorporate a berm/slope along the entire length of the wall that ensures that no more than eight feet of the wall is visible from public view.

5. A combination of fencing and landscaping may be provided in lieu of solid screening walls along the side and rear property lines in areas where the site is not visible to the public. A combination of trees and shrubs shall be provided to ensure adequate screening.

6. Access gates and doors may be constructed of open wrought iron.

7. Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

C. *Security Standards.*

1. All storage buildings and storage areas shall be secured and incorporate security cameras that are connected to the city's enforcement system to the satisfaction of the Police Chief or their designee.

2. All outdoor storage uses shall be illuminated entirely every night, from dusk until dawn, in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

D. *Operational Standards for Storage Uses*.

1. A property maintenance program shall be submitted for review and approval as part of the Conditional Use Permit or Plot Plan application. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physical condition and appearance. The methods and maximum intervals for maintenance of each component shall be specified in the program

2. Storage uses are subject to all applicable fire, health, safety, and building regulations.

3. Storage is permitted in required side and rear yards. Storage is not permitted in required front or street side yards.

4. Caretaking units shall be permitted, provided parking is accommodated on-site.

E. *Performance Measures and Standard Conditions of Approval.*

1. The following measures shall be included as performance measures and standard conditions of approval for all storage uses identified herein:

a. Facilities shall not store any products, goods, materials, or containers outside of any building on-site, except for trucks and trailers associated with the facility, unless such storage is permitted through the entitlement process in accordance with this chapter.

b. Facilities shall not be used for temporary or permanent residential purposes. No person may sleep or reside within any structure or vehicle on-site overnight or for any other extended duration of time.

c. Operators shall address any parking, traffic, noise, or safety issues within forty-eight hours of being notified by the city that an issue exists.

d. Prior to the issuance of a Certificate of Occupancy or Business License, any new tenant or operator of a storage facility shall: a) sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility.

e. The property owner and/or operator shall be responsible for implementing the approved property maintenance program and maintaining the property in good physical condition.

F. *Exempt Uses.*

1. The following uses shall be exempt from the provisions and requirements of this chapter:
   a. Vehicle, boat, and recreational vehicle dealerships
   b. Temporary seasonal displays (e.g. Christmas tree lots, pumpkin patch lots, etc.)
   c. Ancillary or outdoor display by indoor retailers approved as an accessory use.

d. Existing, legally operating and conforming uses shall be allowed to expand the current operations onto immediately adjacent parcels

Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE June 1, 2021

SUBJECT: **Public Hearing for Resolution Adopting the Capital Improvement Plan (CIP) for Fiscal Years 2022-2026 and Prior Year Project List**

Background and Analysis:

Each year as part of the budgetary process, the City Council adopts a five-year capital improvement plan (CIP) pursuant to the California Government Code. Adoption of the CIP requires the City Council to hold a public hearing and adopt a resolution.

As part of this staff report, the draft resolution with the Five-Year CIP and the Prior Year Project List have been attached for the City Council's approval. During the presentation, a full overview of projects by funding source will be provided. Some of the projects identified and listed in the plan are projects which will be constructed with restricted funds such as development impact fees.

Prior Year CIP Project List

This project list is a culmination of prior year CIP projects dating back to 2016, which are active and underway. This list indicates the status and funding source for each. Many of these projects are under design or construction. Many of the projects listed in the Prior Year CIP have moved from Five-Year CIP FY2021. Projects T-02 through T-06 have been added to the City's CIP to coincide with the Transit Capital Plan.

Five Year Capital Improvement Plan FY2022-2026

Attached is the proposed CIP for Fiscal Year 2022-2026 for City Council's approval. The project list continues to provide a balance of projects City-wide including street improvements, public safety, quality of life, facility maintenance and wastewater system improvements based on the priorities of the City Council. Projects are categorized by funding source, some of which are restricted funds that must be used to increase capacity of infrastructure and for purposes consistent with the specified impact fee. Below is an overview of several key project categories.

Street Improvement Projects

Several street improvement projects are included with a variety of funding sources such as Measure A, SB1, CDBG, and Traffic Signal DIF. City Council approved a list of street rehabilitation and slurry seal projects at the April 20, 2021, meeting which will be funded through Measure A, SB1, General Fund and CDBG funds. Funds have been allocated this fiscal year to perform necessary traffic studies as well as associated improvements to address traffic congestion, circulation capacity and public safety. CDBG funds have been programmed to enhance the street rehabilitation program in the City core and other eligible segments of town. This will increase street maintenance roughly $130,000 annually.

Public Safety Projects

The aging facilities of the Police Department will require new facilities in the future. A feasibility study is in progress to provide facility space planning, conceptual drawings, and construction cost estimates to allow the City Council to plan for this facility in the future. Included in the CIP is a placeholder allocation of $40 million for a new facility in the future funding category.

Quality of Life Projects

$250,000 from CFD funds have been added for Phase 2 of the Playground Shade Covers Project as an estimated cost for 2 additional permanent shade structures in the park system.

Wastewater System

The Wastewater Master Plan is currently underway and will provide a list of system improvements which will be incorporated into future CIPs. A workshop presenting the Wastewater Master Plan to the City Council is anticipated in July 2021, with an integrated CIP between the lift stations, collection system and the wastewater treatment plant. The mitigation of inflow and infiltration of storm water into the wastewater system continues to be an identified need. Funds have been programmed over several fiscal years to address this issue.

Also included is the design and construction of the 16” force main from the Mesa Lift Station to the wastewater treatment plant as well as the pump replacement for the lift station build out. The design portion of this project is anticipated to be approximately $450,000 and probable construction costs to be around $4.75 million. These projects have been added to FY2022 and FY2023.

Once the new plant is fully operational and the wastewater master plan is complete, a new rate study will be needed, and those funds have been programmed for FY2022.

Additionally, in FY2024 and FY2026, large replacement maintenance items for the RO system and the UV system at the treatment plant have been included.

Internal Service Fund - Buildings

In December 2020, City Council approved the creation of the Internal Service Fund for building maintenance and placed $3.5 million of seed funding to start needed maintenance projects. Projects slated for FY2022 include maintenance to City Hall including the roof, HVAC replacements, fire system update associated with office space remodels, bathroom updates and window replacements for Building B. Fire Station 66 will undergo HVAC replacements along with duct cleaning/repair/replacements. The Police Station will replace HVAC units and replacement of lifted concrete around the building. Lastly, irrigation replacement with smart technology for better management of the irrigation system citywide has been included for FY2022.

Fiscal Impact:

The Finance Department has reviewed both the Prior Year CIP project list and the Five-Year CIP. All projects on the prior year project list are funded or awaiting grant dollars for construction. Funding for projects listed in the FY2022 column can be fully funded with the identified funding source. City staff estimates that it cost approximately $250 to prepare this staff report.

Recommended Action:

Hold a public hearing, and
Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Adopting a Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 – 2025/2026 and Related Prior Year CIP Project List.”

Attachments:

A. Resolution
B. Prior Year CIP Project List FY16-22
C. Five Year Capital Improvement Plan FY 2022-2026

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2021/2022-2025/2026 AND RELATED PRIOR YEAR CIP PROJECT LIST

WHEREAS, the City Council of the City of Beaumont desires to adopt the City's Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 through 2025/2026 ("CIP") and the Prior Year CIP Project List, as defined below;

WHEREAS, the Prior Year CIP Project List is a culmination of the prior year CIP projects, status and funding sources;

WHEREAS, the City Council received a presentation on the proposed CIP and Prior Year CIP Project List at a public meeting held on May 4, 2021 where members of the public had the opportunity to comment on the proposed CIP and Prior Year CIP Project List;

WHEREAS, the proposed CIP is attached hereto as **Exhibit "A";**

WHEREAS, the proposed Prior Year CIP Project List is attached hereto as **Exhibit "B";**

WHEREAS, pursuant to Government Code, section 66002, the City duly gave public notice of the public hearing of the proposed CIP and Prior Year CIP Project List, 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 adopt the CIP and Prior Year CIP Project List as set forth herein;

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

Section 1. The City Council hereby approves and adopts the Capital Improvement Plan for Fiscal Years 2021/2022 through 2025/2026, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 2. The City Council hereby approves and adopts the Prior Year CIP Project List, a copy of which is attached hereto as Exhibit "B" and made a part hereof by this reference.

Section 3. 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 4. This Resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 1st day of June, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Mike Lara, Mayor
City of Beaumont

ATTEST:

By: _____
Steve Mehlman, City Clerk
City of Beaumont

EXHIBIT A

Five Year Capital Improvement Plan FY 22-26

Funding Source: TUMF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Basic Services DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
New City Hall							$ 18,000,000	**$ 18,000,000**
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 18,000,000**	**$ 18,000,000**

Funding Source: Road & Bridge DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
2nd Street Extension Construction							$ 5,000,000	**$ 5,000,000**
1st Street Widening Penn to Beaumont Ave Design & Construction							$ 1,600,000	**$ 1,600,000**
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,600,000**	**$ 6,600,000**

Funding Source: Traffic Signal DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 2		$ 150,000						**$ 150,000**
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 3			$ 150,000					**$ 150,000**
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 4				$ 150,000				**$ 150,000**
Citywide Traffic Signal Upgrade & Capacity Improvement Phase 5					$ 150,000			**$ 150,000**
TOTAL		**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ -**	**$ -**	**$ 600,000**

Funding Source: Community Park DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								$ -
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Neighborhood Park DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								$ -
								$ -
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Regional Park DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								$ -
								$ -
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Recreation Facilities DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								$ -

								$ -
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Fire Station DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Police Facilities Mitigation DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
								$ -
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: Public Safety CFD

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
		$ -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: CFD

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Playground Shade Covers - Phase 2		$ 250,000						**$ 250,000**
Downtown Plaza			$ 1,500,000					**$ 1,500,000**
TOTAL		**$ 250,000**	**$ 1,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,750,000**

Funding Source: Measure A

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Annual Citywide Street Rehabilitation and Maintenance 21/22		$ 1,060,000						**$ 1,060,000**
Annual Citywide Street Rehabilitation and Maintenance 22/23			$ 535,500					**$ 535,500**
Annual Citywide Street Rehabilitation and Maintenance 23/24				$ 541,000				**$ 541,000**
Annual Citywide Street Rehabilitation and Maintenance 24/25					$ 546,500			**$ 546,500**
Annual Citywide Street Rehabilitation and Maintenance 25/26						$ 552,000		**$ 552,000**
TOTAL		**$ 1,060,000**	**$ 535,500**	**$ 541,000**	**$ 546,500**	**$ 552,000**	**$ -**	**$ 3,235,000**

Funding Source: RMRA/SB 1

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Annual Citywide Street Rehabilitation and Maintenance 21/22		$ 863,763						**$ 863,763**
Annual Citywide Street Rehabilitation and Maintenance 22/23			$ 892,435					**$ 892,435**
Annual Citywide Street Rehabilitation and Maintenance 23/24				$ 900,840				**$ 900,840**
Annual Citywide Street Rehabilitation and Maintenance 24/25					$ 898,837			**$ 898,837**
Annual Citywide Street Rehabilitation and Maintenance 25/26						$ 908,101		**$ 908,101**
TOTAL		**$ 863,763**	**$ 892,435**	**$ 900,840**	**$ 898,837**	**$ 908,101**	**$ -**	**$ 4,463,976**

Funding Source: Grants

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Pennsylvania Ave/UPRR Grade Separation - Construction							$ 34,000,000	**$ 34,000,000**
California Ave/UPRR Grade Separation - Construction							$ 34,000,000	**$ 34,000,000**

Oak Valley/I-10 Interchange - Construction							$ 65,000,000	**$ 65,000,000**
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 133,000,000**	**$ 133,000,000**

Funding Source: Transit Grants

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
CNG Fueling Station			$ 500,000					**$ 500,000**
Fleet Maintenance and Operations Facility Construction				$ 1,000,000				**$ 1,000,000**
Passenger Amenties Project			$ 100,000					**$ 100,000**
Vehicle Replacements - Phase 1		$ 1,400,000						**$ 1,400,000**
Vehicle Replacements - Phase 2			$ 1,400,000					**$ 1,400,000**
Vehicle Replacements - Phase 3				$ 1,400,000				**$ 1,400,000**
Fleet Video Cameras		$ 110,000						**$ 110,000**
Paratransit Scheduling Software		$ 14,000						**$ 14,000**
Shop Tools and Lifts		$ 60,000						**$ 60,000**
TOTAL		**$ 1,584,000**	**$ 2,000,000**	**$ 2,400,000**	**$ -**	**$ -**	**$ -**	**$ 5,984,000**

Funding Source: Asset Forfeiture

Project Name	Project Number	FY21/22	FY21/22	FY22/23	FY23/24	FY24/25	Future Funding	TOTAL
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Funding Source: CDBG Grants

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Citywide Street Improvements 21/22 - CDBG		$ 130,000						**$ 130,000**
Citywide Street Improvements 22/23 - CDBG			$ 130,000					**$ 130,000**
Citywide Street Improvements 23/24 - CDBG				$ 130,000				**$ 130,000**
Citywide Street Improvements 24/25 - CDBG					$ 130,000			**$ 130,000**
Citywide Street Improvements 25/26- CDBG						$ 130,000		**$ 130,000**
TOTAL		**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ -**	**$ 650,000**

Funding Source: General Fund

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Storm Drain Facilities							$ 1,000,000	**$ 1,000,000**
Storm Drain Master Plan							$ 500,000	**$ 500,000**
Parking Garage Facility - Downtown							$ 10,000,000	**$ 10,000,000**
New Police Station Facility							$ 40,000,000	**$ 40,000,000**
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 51,500,000**	**$ 51,500,000**

Funding Source: Wastewater

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
I&I Rehabilitation Project - Phase 2 - Flow Meters		$ 200,000						**$ 200,000**
I&I Rehabilitation Project - Phase 3			$ 200,000					**$ 200,000**
Wastewater Rate Study		$ 200,000						**$ 200,000**
UV Bulb Replacement				$ 50,000	$ 50,000	$ 50,000		**$ 150,000**
RO Module Replacement						$ 300,000		**$ 300,000**
TOTAL		**$ 400,000**	**$ 200,000**	**$ -**	**$ 50,000**	**$ 300,000**	**$ -**	**$ 950,000**

Funding Source: Wastewater DIF

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
16" Mesa Force Main and Pump Replacement Design		$ 450,000						**$ 450,000**

16" Mesa Force Main Construction			$ 4,000,000					**$ 4,000,000**
Mesa Lift Station Pump Replacement Construction			$ 750,000					**$ 750,000**
TOTAL		**$ 450,000**	**$ 4,750,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,200,000**

Funding Source: State and Local Fiscal Recovery Funds Program

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
Mesa Lift Station - Wet Well Capacity Increase Design		$ 400,000						**$ 400,000**
TOTAL		**$ 400,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 400,000**

Funding Source: Internal Service Fund- Buildings

Project Name	Project Number	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Future Funding	TOTAL
City Hall Roofing		$ 313,071						**$ 313,071**
City Hall Fire System Upgrades - Remodeled Spaces		$ 403,504						**$ 403,504**
City Hall Bathrooms		$ 100,000						**$ 100,000**
City Hall HVACs - Gym and Remodeled Spaces		$ 275,812						**$ 275,812**
Fire Station 66 - HVAC		$ 49,399						**$ 49,399**
Police Station - HVAC		$ 157,791						**$ 157,791**
Police Station - Concrete Walkway Trip Hazards		$ 25,000						**$ 25,000**
Grounds Smart Irrigation		$ 109,000						**$ 109,000**
Building B - Window Replacement		$ 26,000						**$ 26,000**
TOTAL		**$ 1,459,577**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,459,577**

Streets/ Roads	R
Parks	P
Public Safety	PS
Community Development	CD
Transit	T
Wastewater	WW
Facilities	F

City of Beaumont
Prior Year CIP Projects

Project #	Project Name	Budget Allocation	Status	Funding Source
104	CF104 City Hall and BLDG B	$ 1,000,000	Construction	Basic Services DIF
2016-003	Potrero Interchange- Phase 1 & 2	$ 66,600,664	Phase 1 Complete, Phase 2 Seeking Funds	Grants/ Developer Contributions
2017-001	Pennsylvania Avenue/Ramp Additions	$ 3,950,000	In design	Road & Bridge DIF
2017-005	WWTP Exp PH 1 & Advanced R	$ 67,235,187	In construction	Bonds, WW DIF, Recycled Water DIF, CFD
2017-006	Brine Pipeline to San Bernardino	$ 40,572,639	In construction	Bonds, WW DIF, Recycled Water DIF, CFD
2017-009	Pennsylvania Widening	$ 4,018,000	In Design	TUMF, Road & Bridge DIF
2017-012	Pennsylvania Ave/UPR Grade Seperation	$ 1,500,000	In Design	Railroad DIF
2017-027	Oak Valley/I-10 Interchange Design	$ 7,000,000	Design	TUMF, Grants
2017-028	Potrero Fire Station	$ 8,650,000	Design	Fire Station DIF, General Fund, Bonds
2019-004	CNG Station	$ 2,830,156	Design	Transit Grants
2019-009	2nd Street Extension Feasibility / Design	$ 200,000	Design	Road & Bridge
2019-010	PLC Upgrade Construction	$ 700,000	Construction	WW Funds, CFD
2019-012	WQMP & WWTP Permit	$ 50,000	In process	WW Funds
2019-013	Wastewater Master Plan	$ 350,000	In process	WW Funds
2019-018	PLC Upgrade Design	$ 50,000	Design	WW Funds
2019-019	Beaumont Master Drainage Plan - Line 2 Stage 1	$ 5,000,000	Design	Grant
R-01	Oak Valley Pkwy Expansion I10-Desert Lawn Phase 2	$ 600,000	Design	Road & Bridge DIF
R-02	Citywide Traffic Signal Upgrade & Capacity Improvement Phase 1	$ 150,000	Design/Construction	Traffic Signal DIF
P-01	Stewart Park Splash Park	$ 1,145,000	Design	Community Park DIF
P-02	Rangel Park Splash Park	$ 500,000	Design	Neighborhood DIF
P-03	Nicklaus Park Splash Park	$ 850,000	Design	Neighborhood DIF
P-04	Sports Park Field Lighting and Field Expansion	$ 1,000,000	Design	Regional Park DIF
P-05	Nicklaus Park Field Lighting and Field Expansion	$ 900,000	Design	Regional Park DIF
P-06	Sports Park Support Building for Leagues	$ 300,000	Design	Recreation Facilities DIF
P-07	Nicklaus Park Support Building for Leagues	$ 300,000	Design	Recreation Facilities DIF
P-08	Nicklaus Park Skate Park	$ 300,000	Design	Recreation Facilities DIF
PS-01	New Police Station Feasibility Study	$ 250,000	RFP	Police Facilities Mitigation DIF
P-10	Stewart Park Redevelopment and Skate Park	$ 2,250,000	Design	CFD
PS-02	Police Station Renovations	$ 250,000	Construction	CFD
PS-03	Fire Station Renovations	$ 250,000	Construction	CFD
P-09	Playground Shade Covers - Phase 1	$ 250,000	Design	CFD
P-11	Rangel Park - Ball Field Lights, Electrical and Playground	$ 867,213	Design	CFD, CDBG
R-03	Annual Citywide Street Rehabilitation and Maintenance 20/21	$ 2,141,201	Design	Measure A
R-04	Annual Citywide Street Rehabilitation and Maintenance 20/21	$ 1,436,733	Design	SB1
CD-01	SB2 Grant - Housing Code Updates	$ 160,000	In process	Grant
CD-02	Leap Grant - Housing Element Update	$ 150,000	In process	Grant
P-13	Three Rings Ranch Park Improvements	$ 177,952	Design	Grant
T-01	Electric Shuttle Vehicles	$ 272,673	In process	Transit Grants
T-02	Fleet Maintenance and Operations Facility - Construction	$ 1,220,667	Design	Transit Grants
T-03	Bus Stop Rehabilitation & Passenger Amenities	$ 179,443	Construction	Transit Grants
T-04	Shop Building Maintenance	$ 55,524	Construction	Transit Grants
T-05	Bus Wraps/ Brand Logo Update- Phase 1	$ 101,950	In process	Transit Grants
T-06	Shop Tools and Lifts	$ 11,974	In process	Transit Grants
R-05	2020 Mid Year Street Enhancement Program	$ 3,500,000	Construction	General Fund
R-06	2021 Mid Year Street Enhancement Program	$ 2,000,000	Design	General Fund
R-07	Cherry Channel Drainage Project	$ 500,000	Design	General Fund
F-01	City Hall Landscaping and Painting	$ 250,000	Design	General Fund
WW-01	I&I Rehabilitation Project - Phase 1	$ 200,000	In process	Wastewater
		$ 232,226,977		

Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE June 1, 2021

SUBJECT: **Proposed Refunding of Outstanding Bonds Related to Improvement Areas 7B, 7C, 17A, 19C and 20 Community Facilities District No 93-1**

Background and Analysis:

In 1993, the City of Beaumont formed Community Facilities District No. 93-1 ("CFD" or "District") and established 13 original improvement areas. Over the years, the City has established additional improvement areas in the District, including **7B, 7C, 17A, 19C** and **20**, for which bonds ("Outstanding Bonds") were subsequently issued to finance public improvements.

On April 6, 2021, staff and its financing team presented City Council ("Council") with an opportunity to refinance outstanding bonds associated with the aforementioned improvement areas of CFD 93-1. At that time, Council approved moving forward with the refinancing opportunity, directing staff and its financing team to begin preparing legal documents with the goal of returning before Council to seek final approval for the issuance of refunding bonds.

- **Improvement Areas ("IA") 7B and 7C**: In May 2012, the Beaumont Financing Authority ("BFA") issued the 2012 Local Agency Revenue Bonds, Series C ("2012C Bonds") in the par amount of $3,655,000 to finance improvements in IA 7B and IA 7C, both of which are in the Four Seasons master planned community. Currently, there is $3,320,000 of par outstanding of the 2012C Bonds. The 2012C Bonds were structured with a final term of 2039 and a final interest rate of 5.250%. The call date of the 2012C Bonds is September 1, 2022.
- **IA 17A**: In April 2013, the BFA issued the 2013 Local Agency Revenue Bonds, Series B ("2013B Bonds") in the par amount of $10,875,000 to finance improvements in IA 17A, which is in the Tournament Hills master planned community. Currently, there is $8,410,000 of par outstanding. The 2013B Bonds were structured with a final term of 2034 and a final interest rate of 5.000%. The call date of the 2013B Bonds is September 1, 2023.

- **IA 19C**: In January 2013, the BFA issued the 2013 Local Agency Revenue Bonds, Series A ("2013A Bonds") in the par amount of $8,810,000 to finance improvements in IA 19C, which is in the Fairway Canyon master planned community. Currently, there is $5,480,000 of par outstanding. The 2013A Bonds were structured with a final term of 2036 and a final interest rate of 5.000%. The call date of the 2013A Bonds is September 1, 2023.
- **IA 20**: In April 2012, the BFA issued the 2012 Local Agency Revenue Bonds, Series B ("2012B Bonds") in the par amount of $3,265,000 to finance improvements in IA 20, which is in the neighborhood Aspen Creek. Currently, there is $2,870,000 of par outstanding. The 2012B Bonds were structured with a final term of 2035 and a final interest rate of 5.950%. The call date of the 2012B Bonds is September 1, 2022.

A more detailed overview of the Outstanding Bonds and the improvement areas is below.

Outstanding Bonds: Improvement Areas 7B, 7C, 17A, 19C, and 20

Issue	Area	Parcels	Date	Par Value Outstanding	Final Term	Final Rate	Optional Call	Ratings
2012B Bonds	20	106	Apr 2012	$2,870,000	2035	5.950%	Sept 1, 2022	Non-Rated
2012C Bonds	7B	236	Jun 2012	1,740,000	2039	5.250%	Sept 1, 2022	
	7C	318		1,580,000	2039	5.250%	Sept 1, 2022	
2013A Bonds	19C	668	Jan 2013	5,480,000	2036	5.000%	Sept 1, 2023	
2013B Bonds	17A	485	Apr 2013	8,410,000	2034	5.000%	Sept 1, 2023	
TOTALS		**1,813**		**$20,080,000**				

As mentioned in the April 6, 2021, staff report, the Tax Cuts and Jobs Act of 2017 (the "Act") eliminated the tax exemption for interest on advance refunding bonds (refunding bonds issued more than 90 days before the optional call date). As such, the proposed bonds contemplate refinancing the Outstanding Bonds on a *taxable* basis. Refinancing today on a taxable basis does not preclude the City from refinancing on a tax-exempt basis in the future.

Council (acting as the legislative body of CFD 93-1), the BFA (as issuer of the Outstanding Bonds), and the Beaumont Public Improvement Authority (as issuer of the refunding bonds), are being asked to approve the issuance of refunding bonds and all related documents, as further described herein. If the refinancing is approved, City staff will work with the financing team on finalizing all legal documents and the preliminary official statement with the goal of pricing the refunding bonds sometime over the next few weeks.

Given the opportunity to strengthen the underlying credit of the refunding bonds and achieve economies of scale, the refunding contemplates an issuance through the Beaumont Public Improvement Authority (“PIA”). This structure is similar to the one utilized by the City in August 2020 for the Local Agency Refunding Bonds, Series 2020A, which ended up saving individual homeowners more than $10.0 million over a 22-year period.

The proposed Beaumont PIA Local Agency Revenue Refunding Bonds, Series 2021A (Federally Taxable) (“2021 Refunding Bonds”) would be in a par amount of approximately $18.9 million with a final maturity in 2039. However, each underlying obligation would maintain the same final maturity for each of the improvement areas under consideration. In other words, there will be no extension of the original terms. The final interest rate structure will be determined if, and when, the 2021 Refunding Bonds are priced and sold.

While the Outstanding Bonds are not currently rated, the 2021 Refunding Bonds are expected to qualify for an investment grade rating and bond insurance, which would lead to a lower cost of borrowing (and potentially more savings to property owners). Furthermore, the 2021 Refunding Bonds may also qualify for a reserve fund surety policy. With a reserve fund surety policy, the 2021 Refunding Bonds would not need to cash fund a debt service reserve (estimated to be $1.9 million) as part of the issuance. This would enable the City to downsize the 2021 Refunding Bonds, lower annual payments and increase savings to property owners.

Based on taxable interest rates as of May 19, 2021, total cash flow savings over the life of the 2021 Refunding Bonds are estimated to be $4.5 million, assuming the City were to maintain the current debt structure for each improvement area. This translates to annual savings per parcel ranging from $87 in IA-7C to $678 in IA-20. Aggregate net present value (NPV) savings are estimated to be $1.5 million. As measured against the par value of the Outstanding Bonds, aggregate NPV savings are 7.3%, well above the frequently mentioned range of 3-5% by GFOA (Government Finance Officers Association) to determine the appropriateness of a refinancing. Estimated savings shown below are net of all financing costs (including the cost of procuring bond insurance and a reserve fund surety policy).

Estimated Savings: MAINTAIN Current Debt Structure

	IA-7B	IA-7C	IA-17A	IA-19C	IA-20	Totals/Avg
NPV Savings ($)	$229,656	$208,880	$363,360	$210,380	$450,974	$1,463,249
NPV Savings (%)	**13.2%**	**13.2%**	**4.3%**	**3.8%**	**15.7%**	**7.3%**
Annual Savings	$30,717	$27,706	$111,582	$70,310	$71,880	$253,508
Savings Per Parcel	**$130.16**	**$87.13**	**$230.07**	**$105.25**	**$678.11**	**$139.83**
Aggregate Savings	$552,909	$498,710	$1,450,561	$1,054,647	$1,006,315	$4,563,143

Note: IAs 7C and 20 currently have escalating debt structures.

Over the last month, in addition to monitoring savings, City staff and the financing team have evaluated the economics of removing the escalating debt service structure in improvement areas 7C and 20 (initially presented to Council on April 6), thereby 'leveling out' payments by homeowners over time, the results of which are illustrated below. Staff requests that Council provide direction on removing the escalating debt structure.

	MAINTAIN Escalating Structure		**REMOVE Escalating Structure**	
	IA-7C	**IA-20**	**IA-7C**	**IA-20**
Parcels	318	106	318	106
NPV Savings ($)	$208,880	$450,974	$226,258	$466,268
NPV Savings (%)	13.2%	15.7%	14.3%	16.2%
Annual Savings	$27,706	$71,880	$30,899	$75,723
Savings Per Parcel	**$87.13**	**$678.11**	**$97.17**	**$714.37**
Aggregate Savings	$498,710	$1,006,315	$556,174	$1,060,128
	Detailed Annual Savings			
2022	$23,996	$72,344	$7,110	$41,256
2023	24,371	72,700	7,136	41,224
2024	28,107	72,804	10,994	46,541
2025	26,669	72,500	14,708	51,465
2026	30,168	71,973	18,363	61,198
2027	28,168	71,091	21,585	65,538
2028	31,143	74,214	24,733	73,834
2029	29,056	72,074	27,850	76,796
2030	26,949	69,616	25,855	84,338
2031	24,842	71,703	33,870	91,181
2032	27,623	73,265	36,519	97,347
2033	30,567	70,000	34,306	103,454
2034	28,143	71,017	36,882	108,529
2035	30,614	71,017	44,196	117,430

2036	27,716		45,984	
2037	24,938		52,690	
2038	26,978		58,870	
2039	28,666		54,526	
Totals	**$498,710**	**$1,006,315**	**$556,174**	**$1,060,128**

Good Faith Estimates, as required by Government Code Section 5852.1, are provided as an attachment. For purposes of the Good Faith Estimates, the more conservative of the two scenarios ('Maintain Escalating Structure') is provided.

The attached resolutions for the City, PIA and BFA authorize and approve the issuance of the 2021 Refunding Bonds, subject to the compliance of certain criteria, including that:

(i) Aggregate principal amount of the 2021 Refunding Bonds does not exceed $21.1 million ($21,100,000);
(ii) Principal amount of the improvement areas do not exceed:
   a. IA-7B: $1.8 million ($1,800,000);
   b. IA-7C: $1.7 million ($1,700,000);
   c. IA-17A: $9.0 million ($9,000,000);
   d. IA-19C: $5.6 million ($5,600,000); and
   e. IA-20: $3.0 million ($3,000,000);
(iii) Aggregate NPV % savings does not fall below 3.0%; and
(iv) Underwriter's Discount does not exceed 0.911% of the aggregate principal amount of the 2021 Refunding Bonds.

Documents Subject to Approval
Approval of the Resolutions authorize the execution of the following documents:

- **Preliminary Official Statement**: The document pursuant to which the 2021 Refunding Bonds will be offered for purchase by investors. This document must contain all facts material to the 2021 Refunding Bonds, the City, and Improvement Areas (with certain permitted exceptions to be completed in the final Official Statement) and must not omit any such material facts;
- **Bond Purchase Agreement**: Pursuant to the Bond Purchase Agreement, the PIA agrees to sell the 2021 Refunding Bonds to the underwriter and the underwriter agrees to purchase the 2021 Refunding Bonds, subject to standard closing conditions. City staff, its municipal advisor and bond counsel will sign off on the final pricing prior to the execution of the Bond Purchase Agreement;
- **Escrow Agreements**: These documents contain terms by which the Trustee will hold 2021 Refunding Bond proceeds on the behalf of the owners of the Outstanding

Bonds to pay and discharge the Outstanding Bonds on the applicable redemption date;

- **Indenture of Trust (PIA):** This document contains the terms of the 2021 Refunding Bonds, including payment and redemption provisions, definition and pledge of Revenues to pay the 2021 Refunding Bonds, Rights and Duties of the Trustee, remedies upon a default in the payment of the 2021 Refunding Bonds, and final discharge of the 2021 Refunding Bonds and other related matters;
- **Bond Indentures (7C, 17A, 20) and Supplemental Indentures of Trust (7B, 19C):** These documents contain the terms of the refunding bonds in connection with the underlying improvement areas, including payment and redemption provisions, definition and pledge of revenues to pay the underlying obligations, Rights and Duties of the Trustee, remedies upon a default in the payment of the underlying obligations, and final discharge of the underlying obligations and other related matters; and
- **Continuing Disclosure Agreement**: Executed for the benefit of bondholders, the Continuing Disclosure Agreement obligates the PIA to file an annual report that includes, among other things, the most recent audited financial statements of the City and financial data of the underlying improvement areas. The PIA is also required to report certain events that are significant to bondholders, if, and when they occur.

These documents listed above have been reviewed by staff and its financing team.

Fiscal Impact:

If, and when, the 2021 Refunding Bonds price, the property owners are estimated to save between $87 (IA-7C) to $678 (IA-20) per parcel annually through 2039 (reflective of the ‘Maintain Escalating Structure’ scenario), based on market conditions as of May 19, 2021. The savings quoted above are net of all financing costs (including the cost of purchasing bond insurance and a reserve fund surety policy).

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Acting as Legislative Body of Community Facilities District No. 93-1, Authorizing the Issuance of Special Tax Refunding Bonds and Taking Other Actions in Connection Therewith” and Recess the City Council Meeting;

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 Local Agency Revenue Bonds of the Authority and 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;

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 of Not-to-Exceed Twenty-One Million One Hundred Thousand Dollars ($21,100,000) and Approving Certain Documents and Taking Other Actions in Connection Therewith" and Adjourn the Board Meeting and Reconvene the City Council Meeting; and

Provide Direction to Staff and Financing Team on the 'Debt Service Structure' for IA 7-C and IA-20, as Previously Discussed.

Attachments:

A. City Council CFD Resolution
B. BFA Resolution
C. BPIA Resolution
D. BPIA Indenture of Trust
E. Bond Indenture IA 7C
F. Bond Indenture IA 17A
G. Bond Indenture IA 20
H. Supplemental Indenture IA 7B
I. Supplemental Indenture IA 19C
J. Form of Escrow Agreements
K. Preliminary Official Statement
L. Bond Purchase Agreement
M. Good Faith Estimate 7B
N. Good Faith Estimate 7C
O. Good Faith Estimate 17A
P. Good Faith Estimate 19C
Q. Good Faith Estimate 20
R. Good Faith Estimate CFD 2021

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. 7B, 7C, 17A, 19C and 20 of the District:

1) City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B) (the "Prior 2012 Series C Bonds"); and

2) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) (the "Prior 2012 Series D Bonds" and together with the Prior 2012 Series C Bonds, the "Prior Improvement Area No. 7B Bonds); and

3) City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series E (Improvement Area No. 7C) (the "Prior 2012 Series E Bonds"); and

4) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series F (Improvement Area No. 7C) (the "Prior 2012 Series F Bonds" and together with the Prior 2012 Series E Bonds, the "Prior Improvement Area No. 7C Bonds); and

5) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series B (Improvement Area No. 17A) (the "Prior Improvement Area No. 17A Bonds"); and

6) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) (the "Prior Improvement Area No. 19C Bonds"); and

7) City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series B (Improvement Area No. 20) (the "Prior Improvement Area No. 20 Bonds").

WHEREAS, the legislative body of the District now desires to refund the Prior Bonds through the issuance of bonds as follows:

1) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 7B) 2021 Special Tax Refunding Bonds (the "Improvement Area No. 7B 2021 Bonds") in an aggregate

principal amount not to exceed $1,800,000 for the purpose of refunding the Prior Improvement Area No. 7B Bonds; and

2) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 7C) 2021 Special Tax Refunding Bonds (the "Improvement Area No. 7C 2021 Bonds") in an aggregate principal amount not to exceed $1,700,000 for the purpose of refunding the Prior Improvement Area No. 7C Bonds; and

3) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 17A) 2021 Special Tax Refunding Bonds (the "Improvement Area No. 17A 2021 Bonds") in an aggregate principal amount not to exceed $9,000,000 for the purpose of refunding the Prior Improvement Area No. 17A Bonds; and

4) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 19C) 2021 Special Tax Refunding Bonds (the "Improvement Area No. 19C 2021 Bonds") in an aggregate principal amount not to exceed $5,600,000 for the purpose of refunding the Prior Improvement Area No. 19C Bonds; and

5) City of Beaumont Community Facilities District No. 93-1 (Improvement Area No. 20) 2021 Special Tax Refunding Bonds (the "Improvement Area No. 20 2021 Bonds" and together with the Improvement Area No. 7B 2021 Bonds, the Improvement Area No. 7C 2021 Bonds, the Improvement Area No. 17A 2021 Bonds and the Improvement Area No. 19C 2021 Bonds, the "2021 Bonds") in an aggregate principal amount not to exceed $3,000,000 for the purpose of refunding the Prior Improvement Area No. 20 Bonds.

WHEREAS, in order to effect the issuance of the Improvement Area No. 7B 2021 Bonds, the legislative body of the District desires to enter into a Thirty-Eighth Supplemental Indenture of Trust (the "Thirty-Eighth Supplemental Indenture"), in substantially the form presented herewith, which is supplemental to the Indenture date as of January 15, 1994, as amended to the date hereof, by and between the District and Wilmington Trust National Association (the "1994 Indenture" and together with the Thirty-Eighth Supplemental Indenture, the "Improvement Area No. 7B Indenture"), as trustee thereunder; and

WHEREAS, in order to effect the issuance of the Improvement Area No. 7C 2021 Bonds, the legislative body of the District desires to enter into a Bond Indenture (the "Improvement Area No. 7C Indenture"), by and between the District and Wilmington Trust National Association, as trustee thereunder, in substantially the form presented herewith; and

WHEREAS, in order to effect the issuance of the Improvement Area No. 17A 2021 Bonds, the legislative body of the District desires to enter into a Bond Indenture (the "Improvement Area No. 17A Indenture"), by and between the District and Wilmington Trust, National Association, as trustee thereunder, in substantially the form presented herewith; and

WHEREAS, in order to effect the issuance of the Improvement Area No. 19C 2021 Bonds, the legislative body of the District desires to enter into a Thirty-Ninth Supplemental Indenture of Trust (the "Thirty-Ninth Supplemental Indenture"), in substantially the form presented herewith, which is supplemental to the Indenture date as of January 15, 1994, as amended to the date hereof, by and between the District and Wilmington Trust National Association (the "1994 Indenture" and together with the Thirty-Ninth Supplemental Indenture, the "Improvement Area No. 19C Indenture"), as trustee thereunder; and

WHEREAS, in order to effect the issuance of the Improvement Area No. 20 2021 Bonds, the legislative body of the District desires to enter into a Bond Indenture (the "Improvement Area No. 20 Indenture"), by and between the District and Wilmington Trust, National Association, as trustee thereunder, 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 (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 forms 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 2021 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 2021 Bonds and to sell such 2021 Bonds to the Authority; and

WHEREAS, the Authority will issue its bonds (the "Authority Bonds") to provide funds for its purchase of the 2021 Bonds; and

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.

SECTION 2. The legislative body of the District is authorized pursuant to the Act to issue the 2021 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 2021 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 2021 Bonds. The 2021 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 Improvement Area No. 7B 2021 Bonds shall be governed by the terms and conditions of the form Improvement Area No. 7B Indenture. The Improvement Area No. 7C 2021 Bonds shall be governed by the terms and conditions of the form Improvement Area No. 7C Indenture. The Improvement Area No. 17A 2021 Bonds shall be governed by the terms and conditions of the form Improvement Area No. 17A Indenture. The Improvement Area No. 19C 2021 Bonds shall be governed by the terms and conditions of the form Improvement Area No. 19C Indenture. The Improvement Area No. 20 2021 Bonds shall be governed by the terms and conditions of the form Improvement Area No. 20 Indenture.

Each of the Thirty-Eighth Supplemental Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture, the Thirty-Ninth Supplemental Indenture and the Improvement Area No. 20 Indenture shall be 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 forms 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 of the Thirty-Eighth Supplemental Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture, the Thirty-Ninth Supplemental Indenture and the Improvement Area No. 20 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 Improvement Area No. 7B Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture, the Improvement Area No. 19C Indenture or the Improvement Area No. 20 Indenture, as applicable.

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 2021 Bonds will occur on or about June 15, 2021 (2) each series of 2021 Bonds shall be dated, be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the related series of Prior Bonds being refunded), and be payable at the place and be in the form specified in the Thirty-Eighth Supplemental Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture, the Thirty-Ninth Supplemental Indenture and the Improvement Area No. 20 Indenture, as applicable, (3) each series of the 2021 Bonds will bear interest at the minimum rate of 0.10% per annum, and (4) the designated cost of issuing each series of the 2021 Bonds being used to refund the related series of 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 Improvement Area No. 7B 2021 Bonds shall be used to reduce special taxes of Improvement Area No. 7B, any savings achieved through the issuance of the Improvement Area No. 7C 2021 Bonds shall be used to reduce special taxes of Improvement Area No. 7C, any savings achieved through the issuance of the Improvement Area No. 17A 2021 Bonds shall be used to reduce special taxes of Improvement Area No. 17A, any savings achieved through the issuance of the Improvement Area No. 19C 2021 Bonds shall be used to reduce special taxes of Improvement Area No. 19C and any savings achieved through the issuance of the Improvement Area No. 20 2021 Bonds shall be used to reduce special taxes of Improvement Area No. 20, and such reductions shall be made in accordance with the Act.

SECTION 4. The 2021 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 Trustee for the 2021 Bonds.

SECTION 5. The covenants set forth in the Improvement Area No. 7B Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture, the Improvement Area No. 19C Indenture and the Improvement Area No. 20 Indenture 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 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 2021 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, (i) the principal and total net interest cost to maturity on the Improvement Area No. 7B 2021 Bonds is less than the principal and total net interest cost to maturity of the Prior Improvement Area No. 7B Bonds being refunded; (ii) the principal and total net interest cost to maturity on the Improvement Area No. 7C 2021 Bonds is less than the principal and total net interest cost to maturity of the Prior Improvement Area No. 7C Bonds being refunded; (iii) the principal and total net interest cost to maturity on the Improvement Area No. 17A 2021 Bonds is less than the principal and total net interest cost to maturity of the Prior Improvement Area No. 17A Bonds being refunded; (iv) the principal and total net interest cost to maturity on the Improvement Area No. 19C 2021 Bonds is less than the principal and total net interest cost to maturity of the Prior Improvement Area No. 19C Bonds being refunded; (v) the principal and total net interest cost to maturity on the Improvement Area No. 20 2021 Bonds is less than the principal and total net interest cost to maturity of the Prior Improvement Area No. 20 Bonds being refunded; and (vi) the net present value of the debt service savings resulting from the issuance of the 2021 Bonds is equal to or greater than three percent (3.00%) of the principal amount of the 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 forms of the Escrow Agreements presented at this meeting 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 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 Agreements 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 2020-21 assessed value of the real property in each of Improvement Area No. 7B, Improvement Area No. 7C, Improvement Area No. 17A, Improvement Area No. 19C and Improvement Area No. 20 subject to the special tax to pay debt service on the applicable series of 2021 Bonds is at least three times the maximum principal amount of such series of 2021 Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within Improvement Area No. 7B, Improvement Area No. 7C, Improvement Area No. 17A, Improvement Area 19C and Improvement Area No. 20, as applicable.

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 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 2021 Bonds. Such services shall include, but not be limited to, obtaining legal services, trustee 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 2021 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 2021 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 2021 Bonds and the Authority Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the 2021 Bonds as described in the Improvement Area No. 7B Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture, the Improvement Area No. 19C Indenture and the Improvement Area No. 20 Indenture. 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 1st day of June, 2021.

_____

Mike Lara, 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, Deputy 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, Deputy 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 1st day of June, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

_____
Nicole Wheelwright, Deputy City Clerk
City of Beaumont

(SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Nicole Wheelwright, Deputy 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: _____, 2021

_____
Nicole Wheelwright, Deputy 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 LOCAL AGENCY REVENUE BONDS OF THE AUTHORITY AND 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 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7B), Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7C), Beaumont Financing Authority 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A), Beaumont Financing Authority 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) and Beaumont Financing Authority 2012 Local Agency Revenue Bonds, Series B (Improvement Area No. 20) (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 the outstanding Prior Bonds (such Prior Bonds 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 forms of escrow agreements (the "Escrow Agreements") 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 forms of the Escrow Agreements presented at this meeting are 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 the Escrow Agreements for each series of Refunded Local Obligations and the related refunding of the Refunded Prior Bonds in the forms 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 1st day of June, 2021.

_____
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 1st of June, 2021 and passed by the following vote of said Board:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this ___ of ____, 2021.

_____
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 TWENTY ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($21,100,000) 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 Refunding Bonds, 2012 Series C (Improvement Area No. 7B) (the "Prior 2012 Series C Bonds") and its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) (the "Prior 2012 Series D Bonds" and together with the Prior 2012 Series C Bonds, the "Prior Improvement Area No. 7B Bonds") to finance and refinance certain public improvements in connection with the issuance by the Beaumont Financing Authority of its 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7B) (the "2012 Improvement Area No. 7B BFA Bonds");

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series E (Improvement Area No. 7C) (the "Prior 2012 Series E Bonds") and its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series F (Improvement Area No. 7C) (the "Prior 2012 Series F Bonds" and together with the Prior 2012 Series E Bonds, the "Prior Improvement Area No. 7C Bonds") to finance and refinance certain public improvements in connection with the issuance by the Beaumont Financing Authority of its 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7C) (the "2012 Improvement Area No. 7C BFA Bonds");

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series B (Improvement Area No. 17A) (the "Prior Improvement Area No. 17A Bonds") to finance certain public improvements in connection with the issuance by the Beaumont Financing Authority of its 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A) (the "2013 Improvement Area No. 17A BFA Bonds");

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) (the "Prior Improvement Area No. 19C Bonds") to finance certain public improvements in connection with the issuance by the Beaumont Financing Authority of its 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) (the "2013 Improvement Area No. 19C BFA Bonds");

WHEREAS, CFD No. 93-1 previously issued its City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series B (Improvement Area No. 20) (the "Prior Improvement Area No. 20 Bonds" and together with the Prior Improvement Area No. 7B Bonds, the Prior Improvement Area No. 7C Bonds, the Prior Improvement Area No. 17A Bonds and the Prior Improvement Area No. 19C Bonds, the "Prior Bonds") to finance certain public improvements in connection with the issuance by the Beaumont Financing Authority of its 2012 Local Agency Revenue Bonds, Series B (Improvement Area No. 20) (the "2012 Improvement Area No. 20 BFA Bonds" and together with the 2012 Improvement Area 7B BFA Bonds, the 2012 Improvement Area No. 7C BFA Bonds, the 2013 Improvement Area No. 17A Bonds and the 2013 Improvement Area No. 19C BFA Bonds, the "Prior BFA Bonds");

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 to effectuate a simultaneous defeasance and refunding of the Prior BFA 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. 7B, 7C, 17A, 19C and 20 located therein (the "Improvement Areas"), the proceeds of which will be utilized to defease and refund on an advance 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");

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 $21,100,000 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 (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 0.925% of the principal amount of the Authority Bonds. 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, 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 and Prior BFA 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 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. Each of the Authorized Officers, acting alone, is further authorized to execute commitments and reimbursement agreements relating to such municipal bond insurance policy and reserve surety.

Section 14. The Board of Directors acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code are disclosed in the staff report for this Resolution and are available to the public at the meeting at which this Resolution is approved.

Section 15. 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.

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

ADOPTED, SIGNED AND APPROVED this 1st day of June, 2021.

_____

Mike Lara, Chair,
Beaumont Public Improvement Authority

ATTEST:

_____

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 foregoing resolution was duly adopted by the Board of Directors of said Authority at a regular meeting of said Board held on the 1st day of June, 2021, 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: _____, 2021

_____
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 _____ 1, 2021

$_____
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A
(FEDERALLY TAXABLE)

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Exhibit A Form of Bonds A-1

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture"), dated as of _____ 1, 2021, 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 2021A (Federally Taxable) (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.

"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 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 2021A 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, 2021, 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, Wilmington, Delaware or Los Angeles, California, or where the Trust Office is located, are not required or authorized by law, regulation or executive order to close or 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" or "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, the premiums with respect to the Insurance Policy and the Reserve Policy, 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: (a) non-callable direct obligations of the United States of America ("Treasuries"), (b) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (c) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, and (d) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), securities eligible for "AAA" defeasance under then existing criteria of S&P.

"District Trustee" means the Trustees under the Local Obligation Bond Indentures.

"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 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. 7B" means Improvement Area No. 7B of CFD No. 93-1.

"Improvement Area No. 7C" means Improvement Area No. 7C of CFD No. 93-1.

"Improvement Area No. 17A" means Improvement Area No. 17A of CFD No. 93-1.

"Improvement Area No. 19C" means Improvement Area No. 19C of CFD No. 93-1.

"Improvement Area No. 20" means Improvement Area No. 20 of CFD No. 93-1.

"Improvement Areas" means Improvement Area No. 7B, Improvement Area No. 7C, Improvement Area No. 17A, Improvement Area No. 19C and Improvement Area No. 20.

"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/.

"Insurance Policy" or "Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Insurer" means [_____], or any successor thereto or assignee thereof.

"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, 2022, and continuing thereafter so long as any Bonds remain Outstanding.

"Late Payment Rate" means the lesser of: (1) the greater of: (A) the per annum rate of interest, publicly announced from time to time by JP Morgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JP Morgan Chase Bank) plus 3%; and (B) the then applicable highest rate of interest on the Bonds; and (2) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event that JP Morgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. Interest at the Late Payment

Rate on any amount owing to the Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Local Obligations" means collectively, the following:

(a) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 7B);

(b) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 7C);

(c) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 17A);

(d) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 19C); and

(e) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 20)

"Local Obligations Delinquency Revenues" means Revenues received by the Trustee from the District Trustee 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 (FIRCO)

  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-l" 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 District 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.

"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.

"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 Credit Facility" means (i) the Reserve Policy, or (ii) a policy of insurance, a surety bond, a letter of credit or other comparable credit facility, permitting draws thereunder in accordance with Section 4.3 hereof to the final date of maturity of the Bonds or Parity Bonds, so long as (a) the provider of any such policy of insurance, surety bond, letter of credit or other comparable credit facility is rated in at the time of delivery to the Trustee not less than the rating on the Bonds from Standard & Poor's or another rating agency requested by the Authority to rate the Bonds, and (b) so long as the Reserve Policy remains in effect, the Insurer has consented to the delivery of such Reserve Credit Facility.

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

"Reserve Policy" means the municipal bond debt service reserve insurance policy relating to the Bonds issued by the Insurer.

"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 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 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.

"Security Documents" means this Indenture, the Local Obligation Indentures and/or any additional or supplemental document executed in connection with the Bonds.

"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 any certificate by that name to be executed by the Authority in connection with the issuance of Additional Bonds to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

"Term Bonds" means the Bonds maturing on September 1, 20__.

"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 Costa Mesa, 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.

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 2021A (Federally Taxable)," which shall be issued in the original aggregate principal amount of _____ ($_____).

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:

Maturity Date (September 1)	***Principal Amount***	***Interest Rate Per Annum***

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 a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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) 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 an Improvement Area, 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:

Redemption Dates	***Premium***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

(c) Mandatory Sinking Fund Redemption. The Term 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 Term Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Redemption Date (September 1)	*Redemption Amount*

In the event that the Term Bonds are redeemed pursuant to Section 2.2(a) or (b) hereof, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

(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.

(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 Underwriter's discount of $_____ and less moneys wired by the Original Purchaser to the Insurer in the amount 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 District Trustees 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. 7B Reserve Account," the "Improvement Area No. 7C Reserve Account," the "Improvement Area No. 17A Reserve Account," the "Improvement Area No. 19C Reserve Account" and the "Improvement Area No. 20 Reserve Account," respectively, which shall be administered as provided in Section 4.3(a) hereof.

Section 3.7 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 3.8 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 3.9 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 3.10 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, and upon reimbursement to the Insurer for any amounts owed under the Insurance Policy

pursuant to Sections 10.2 and 10.4 hereof and the Reserve Policy pursuant to 4.3(e) hereof, 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 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, or amounts are due to an insurer under a Reserve Credit Facility, after making deposits required under (i) and (ii) above, the Trustee shall transfer from the Revenue Fund (A) first, an amount sufficient to reimburse an insurer for amounts owed under a Reserve Credit Facility by depositing the amount necessary to reimburse such insurer for amounts owed under the applicable Reserve Credit Facility; and (B) second, 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 Improvement Area.

(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, or to reimburse the Insurer for amounts owed under the Reserve Policy, 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 September 1 of each year, after making the deposits required under subsections (a) and (b) above, and upon reimbursement to the Insurer for any amounts owed under the Insurance Policy pursuant to Sections 10.2 and 10.4 hereof, 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 the Reserve Policy into the Reserve Fund with a stated amount of $_____, of which $_____ shall be initially credited in the Improvement Area No. 7B Reserve Account, $_____ shall be initially credited in the Improvement Area No. 7C Reserve Account, $_____ shall be initially credited in the Improvement Area No. 17A Reserve Account, $_____ shall initially be credited in the Improvement Area No. 19C Reserve Account and $_____ shall be initially credited in the Improvement Area No. 20 Reserve 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 an Improvement Area as a result of a reduction in the Reserve Requirement resulting from the redemption of the Local Obligations of such Improvement Area 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 Insurer to reimburse it for all Policy Costs (as defined in Section 4.3(e)(iii) below) due as a result of a draw on the Reserve Policy and reimbursement of amounts with respect to any other Reserve Credit Facility due as a result of delinquencies on the Local Obligations with respect to such Improvement Area.

Second, 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.

Third, after increasing the amount on deposit in each applicable Reserve Account to the Reserve Requirement pursuant to the second 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.

Fourth, after making all deposits pursuant to the three steps above, 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.

(e) As long as the Reserve Policy shall be in full force and effect, the Authority and the Trustee agree to comply with the following provisions notwithstanding anything herein to the contrary:

(i) The Authority shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer. Interest shall accrue and be payable on such draws and expenses from the date of payment by the Insurer at the Late Payment Rate. If the interest provisions of this Section 4.3(e) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Authority had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(ii) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

(iii) Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve

Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all Revenues (subject only to the priority of payment provisions set forth hereunder).

(iv) All cash and investments in the Reserve Fund or an Account therein shall be transferred to the Revenue Fund for payment of the principal of and interest on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Credit Facility credited to such Account of the Reserve Fund in lieu of cash. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on the Reserve Policy and any other Reserve Credit Facility on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund or an Account therein. Payment of Policy Costs and reimbursement of amounts with respect to any other Reserve Credit Facility shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund or an Account therein. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(v) If the Authority shall fail to pay any Policy Costs in accordance with the requirements of Section 4.3 hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than: (i) acceleration of the maturity of the payments of principal of and interest on the Bonds; or (ii) remedies which would adversely affect Owners of the Bonds

(vi) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of Section 4.3(e) hereof and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five (5) Business Days prior to an Interest Payment Date. Where deposits are required to be made by the Authority with the Trustee to the Revenue Fund for the payment of principal of and interest on the Bonds more often than semi-annually, the Trustee shall be instructed to give notice to the Insurer of any failure of the Authority to make timely payment in full of such deposits within two Business Days of the date due.

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 District Trustee 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 February 15 of each year, the Proportionate Share of the Reserve Requirement applicable to such Local Obligation, be withdrawn by the Trustee on such February 15, commencing February 15, 2022, 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 February 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. The issuance of Additional Bonds to refund a portion of the Bonds or any Additional Bonds Outstanding shall require the prior written consent of the Insurer.

(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 (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) shall have occurred and be continuing with respect to the Bonds or any of the Local Obligations unless such Event of Default shall be cured upon the issuance of the Additional Bonds.

(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 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 Insurer, 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; provided, however, that any such amendment or modification which adversely affects the rights and interests of the Insurer shall require the prior written consent of the Insurer:

(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 Additional Bonds for federal income tax purposes 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 Insurer.

Section 5.8 Sale of Local Obligations. Notwithstanding anything in this Indenture to the contrary, though subject to the prior consent of the Insurer, 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 any Additional Bonds issued on a tax-exempt basis 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 5.9 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 5.10 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 5.11 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), subject to supervision or examination by federal or state authority, or otherwise approved by the Insurer in writing, 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 and expressly set forth in this Indenture. These duties shall be deemed purely ministerial in nature, and the Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Indenture against the Trustee. 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 prudent 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. Notwithstanding anything to the contrary herein, the Trustee shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Indenture or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

(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 without negligence pursuant to this Indenture upon the written direction, 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 request and rely upon a Certificate of the Authority or opinion of counsel, in its sole and exclusive discretion, 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 or opinion of counsel, in its sole and exclusive discretion, 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. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(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. With the consent of the Insurer, 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 and the Insurer, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee and the Insurer. 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 resign and be discharged from its duties and obligations hereunder at any time by giving no less than thirty (30) calendar days' written notice of such resignation, such notice to be given to the Authority, the Community Facilities District, the Insurer and the City by registered or certified mail. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee to which the Insurer consents. 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 Insurer and 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) calendar days following the delivery to the Trustee of

the instrument described in Section 6.6 or within thirty (30) calendar days following the receipt of notice by the Authority, the Community Facilities District, the Insurer 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, or for other appropriate relief. 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 calendar 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 or the Insurer relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture. The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent or engaged in willful misconduct in ascertaining the pertinent facts. 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 the Insurer and the Owners 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 Insurer and 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, the Insurer 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 the Insurer and any Bond Owners (except as otherwise provided in this Section 7.1), to the extent permitted by law and with prior written notice to the Insurer, 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 Additional 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 and the Insurer 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, with the Insurer's consent, 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 with the written approval of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), commence to cure such default within said thirty (30) day period and thereafter diligently and in good faith shall cure such default within a reasonable period of time; 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.

Subject to Section 10.1 hereof, 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 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.

Third, to the payment of any amounts due and owing to the Insurer under the Insurance Policy or the Reserve Policy.

Section 8.4 Power of Trustee to Control Proceedings. Subject to Section 10.1 hereof, 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, the Insurer 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, the Insurer 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) the Authority shall have delivered an escrow agreement with respect to the deposits under (c) above (which shall be acceptable in form and substance to the Insurer, so long as the Insurer has not defaulted on any obligation under the Insurance Policy); (iii) an opinion of Bond Counsel shall be delivered to the Trustee and the Insurer to the effect that the requirements of this Indenture have been satisfied with respect to the discharge of such Bond or Bonds; and (iv) the Trustee shall have delivered a certificate of discharge with respect to such Bond or Bonds. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow. 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.

This Indenture shall not be discharged until all amounts due or to become due to the Insurer shall have been paid in full in accordance with Section 9.3. The Authority's obligation to pay such amounts shall expressly survive payment in full of the payments of principal of and interest on the Bonds.

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 Entire Agreement; Partial Invalidity. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any 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 800
Costa Mesa, CA 92626
Attention: Corporate Trust Department

If to the Insurer:
]

The Authority, the City, the Trustee and the Insurer may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

In each case in which notice or other communication to the Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel, and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

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.

ARTICLE X

MUNICIPAL BOND INSURANCE POLICY AND RESERVE POLICY

Section 10.1 Rights of the Insurer. As long as the Insurance Policy is in full force and effect, the Authority and the Trustee agree to comply with the following provisions, notwithstanding anything in this Indenture to the contrary.

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any Reserve Credit Facility, other than the Reserve Policy, provided in lieu of a cash deposit into the Reserve Fund. Amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on Outstanding Bonds, and the Trustee shall draw on the Accounts of the Reserve Fund to pay debt service and exhaust amounts on deposit or otherwise available therein prior to making any claim on the Insurance Policy.

(b) The Insurer shall be deemed to be the sole holder of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds are entitled to take pursuant to this Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of this Indenture and each Bond, the Trustee (solely with respect to the Bonds) and each Owner of an Bond appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer

may at any time during the continuation of any proceeding by or against the Authority or the Community Facilities District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee (solely with respect to the Bonds) and each Owner of an Bond delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Owner of an Bond in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Owners of Bonds shall expressly include mandamus.

(c) Upon the occurrence of an optional redemption of Bonds in part, the selection of such Bonds to be redeemed shall be subject to the approval of the Insurer; provided, however, that with respect to an optional redemption of Bonds in part resulting from the redemption of all outstanding maturities of a series of Local Obligations, such approval of the Insurer shall not be required. The exercise of any provision of this Indenture which permits the purchase of Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Bond so purchased is not cancelled upon purchase.

(d) The rights granted to the Insurer under this Indenture or under the Local Obligation Indentures to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners of the Bonds or any other person is required in addition to the consent of the Insurer.

(e) Each of the Authority and the Trustee, to the extent directed by the Authority, at the expense of the Authority, covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Revenues under applicable law.

(f) The Insurer is hereby deemed a third party beneficiary to this Indenture.

Section 10.2 Payments under the Insurance Policy.

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such

deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owners of the Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of [_____] in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Authority on any Bond or the subrogation rights of the Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Bonds in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Authority agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). For purposes of this Section 10.2, "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Authority hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on Outstanding Bonds.

(e) Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following an Interest Payment Date shall promptly be remitted to the Insurer.

(f) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Authority to the Insurer under this Indenture, the Bonds, the Local Obligations and the Local Obligation Indentures (collectively, the "Transaction Documents") shall survive discharge or termination of such Transaction Documents.

(g) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Authority or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Reserve Fund to the Reserve Requirement.

(h) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Insurance Policy) whether or not the Insurer has received a notice of Nonpayment or a claim upon the Insurance Policy.

Section 10.3 Amounts Paid by Insurer. Amounts paid by the Insurer under the Insurance Policy and the Reserve Policy shall not be deemed paid for purposes of this Indenture and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Authority in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section 10.4 Reimbursement of Insurer Fees. The Authority shall pay or reimburse the Insurer from Revenues any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Transaction Document; (ii) the pursuit of any remedies under this Indenture or any other Transaction Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture or any other Transaction Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or any other Transaction Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture or any other Transaction Document.

Section 10.5 Provision of Information to Insurer. The Insurer shall be provided with the following information by the Authority or the Trustee, as the case may be:

(a) Annual audited financial statements of the City within 270 days after the end of the City's fiscal year and the City's annual budgets within 30 days after the approval thereof. On request by the Insurer, Authority will provide a certificate that the Authority is not aware of any Event of Default under this Indenture and will provide such information, data or reports as the Insurer shall reasonably request from time to time;

(b) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds;

(c) Notice of any default known to the Trustee or the Authority within five Business Days after knowledge thereof;

(d) Prior notice of the redemption of any of the Bonds or the Local Obligations, including the principal amount, maturities and CUSIP numbers thereof;

(e) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(f) Notice of the commencement of any Insolvency Proceeding by or against the Authority or the Community Facilities District;

(g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(h) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Transaction Documents;

(i) All reports, notices and correspondence to be delivered to Bond Owners under the terms of the Transaction Documents; and

(j) All information furnished to Bond Owners pursuant to the Continuing Disclosure Agreement shall also be provided to the Insurer, simultaneously with the furnishing of such information.

In addition, the Insurer shall have the right to receive such additional information as it may reasonably request.

Section 10.6 Discussion of and Access to Information. The Authority shall permit the Insurer to discuss the affairs, finances and accounts of the Authority or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Authority and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Authority on any Business Day upon reasonable prior notice.

Section 10.7 Notice to Insurer by Trustee. The Trustee shall notify the Insurer of any failure of the Authority or the Community Facilities District to provide notices, certificates and other information under the Transaction Documents of which the Trustee has actual knowledge.

Section 10.8 Effect of Insurance Policy. In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Bonds or the rights of the Owners of the Bonds, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

Section 10.9 Impairment of Insurer's Rights. No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

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IN WITNESS WHEREOF, the Authority has caused this Indenture to be executed by the Executive Director 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: _____
Executive Director

ATTEST:

_____
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 2021A
(FEDERALLY TAXABLE)

INTEREST RATE:	*MATURITY DATE:*	*DATED DATE:*	*CUSIP NUMBER:*
____%	September 1, 20__	_____, 2021	

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 money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like money 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,

2022, 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, 2022 (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 _____ 1, 2021 (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 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 a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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 an Improvement Area (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:

Redemption Dates	***Premium***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

The Term 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 Term Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Redemption Date (September 1)	***Redemption Amount***

In the event that the Term Bonds are redeemed pursuant to the optional or special redemption provisions in the Indenture, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

The Trustee on behalf, and at the expense of, the Authority shall send 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 Chair 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: _____

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 STATEMENT OF INSURANCE]

[TO COME]

[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

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. 7C)
2021 SPECIAL TAX REFUNDING BONDS

Dated as of _____ 1, 2021

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EXHIBIT A FORM OF 2021 SPECIAL TAX REFUNDING BOND A-1

BOND INDENTURE

THIS BOND INDENTURE dated as of _____ 1, 2021 (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. 7C) 2021 Special Tax Refunding Bonds and any Parity Bonds issued in accordance herewith from time to time.

R E C I T A L S:

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. 7C 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 _____, 2021, 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. 7C) 2021 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 _____ 1, 2021, 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 (FIRCO)

  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-l" 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. 7C) 2021 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 the New York Stock Exchange, or banks in New York, New York, Wilmington, Delaware or Los Angeles, California, or the city where the corporate trust office of the Trustee is located, are not required or authorized by law, regulation or executive order to close or 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: (a) non-callable direct obligations of the United States of America ("Treasuries"), (b) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (c) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, and (d) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), securities eligible for "AAA" defeasance under then existing criteria of S&P.

"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 _____ 1, 2021, by and among the District, the Beaumont Financing Authority and the Escrow Agent relating to the defeasance and refunding of the Prior Bonds.

"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. 7C 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.

"Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Authority Bonds when due.

"Insurer" means [_____], or any successor thereto or assignee thereof.

"Interest Payment Date" means each March 1 and September 1, commencing March 1, 2022, 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 Refunding Bonds, 2012 Series E (Improvement Area No. 7C) and Special Tax Bonds, 2012 Series F (Improvement Area No. 7C) currently outstanding in the aggregate principal amount of $1,580,000.

"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 Policy" means the municipal bond debt service reserve insurance policy relating to the Authority Bonds issued by the Insurer.

"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.

"Term Bonds" means the Bonds maturing on September 1, 20__.

"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.

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, and (b) 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. 7C) 2021 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, 2022 and each Interest Payment Date thereafter:

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond 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 Mayor and by the manual or facsimile signature of the City Clerk, or any duly appointed deputy clerk, 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 City Clerk. 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.

Notwithstanding the foregoing, neither the Authority nor the Trustee shall sell, transfer or encumber or permit the sale, transfer or encumbrance of any of the Bonds unless the Insurer shall have provided its prior consent.

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 Underwriter's Discount of $_____ and less moneys wired to the Insurer in the amount of $_____) shall be received by the Trustee and deposited or transferred on the Delivery Date as follows:

(i) $_____ of the proceeds of the sale of the Bonds 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, and

(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 or to reimburse the Insurer pursuant to the Authority Indenture for amounts owed to the Insurer for draws under the Reserve Policy related to the Bonds;

(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 and the Insurer 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) in the manner and to the extent provided in the Authority Indenture, to reimburse the Insurer for any amounts owed under the Insurance Policy or the Reserve Policy, to the extent such amounts are owed as a result of payments made under the Insurance Policy, or a draw under the Reserve Account for the Bonds, resulting from a default on the Bonds and subject to the limitations under applicable law and the Rate and Method of Apportionment; (iv) 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, and (v) 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 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 or liable 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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.

Notwithstanding the foregoing, without the prior consent of the Insurer, the Bonds are not subject to optional redemption prior to maturity unless all of the then outstanding Local Obligations (as defined in the Authority Indenture) are redeemed at the same time.

(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:

Redemption Dates	***Premium***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

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) Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Principal Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	*Principal Amount*

In the event that the Term Bonds are redeemed pursuant to Section 4.1(a) or (b) hereof, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 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 4.4 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. Notwithstanding anything to the contrary herein, the Trustee shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Indenture or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Net 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 and to pay all Policy Costs (as defined in the Authority Indenture) and any other amounts owed the Insurer under the Insurance Policy pursuant to Article X of the Authority Indenture, the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the 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 at 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 provided, however, that any such amendment or modification which adversely affects the rights and interests of the Insurer shall require the prior written consent of the Insurer:

(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 or adverse to the rights and interest of the Insurer, 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.

Notwithstanding the foregoing, so long as the Insurance Policy is in full force and effect, any amendment, supplement, modification to, or waiver of, this Indenture pursuant to this Section 6.2 shall be subject to the prior written consent of the Insurer.

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 (collectively, the "Trustee Indemnified Parties"), harmless from and against costs, claims, expenses, suits, judgments, damages and liabilities of any character or nature, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which any of the Trustee Indemnified Parties may incur or with which any such parties may be threatened by reason of acting as or on behalf of the Trustee in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Trustee Indemnified Parties shall survive the removal or resignation of the Trustee 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 and be discharged from its duties and obligations hereunder by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Trustee and

appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. 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, or for any action taken, or errors in judgment made, in good faith by it for any of its officers, employees or agents, except for its own negligence or willful misconduct. The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee 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 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 a responsible 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 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.

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 be entitled to request and receive written direction hereunder and shall have no responsibility or liability for accepting, acting upon, not acting any such direction, or for any losses or damages of any nature that may arise from any action taken or not take by the Trustee in accordance with such written direction, including, without limitation, funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the

Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

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; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the District, with the written approval of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an event of default hereunder.

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 irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

So long as the Insurance Policy shall be in effect, the Insurer shall be deemed a third party beneficiary of this Indenture.

Section 10.5 Provisions Relating to the Insurer.

(a) The District shall pay or reimburse the Insurer from Special Taxes any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Indenture or the Authority Indenture; (ii) the pursuit of any remedies under this Indenture or the Authority Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture or the Authority Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or the Authority Indenture or the transactions contemplated hereby or thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture or the Authority Indenture.

All Insurer Reimbursement Amounts (as defined in the Authority Indenture), to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Bonds, in the manner and to the extent provided in the Authority Indenture, are payable from and secured by a lien on and pledge of the Special Taxes on parity with debt service due on the Bonds. In addition, all Policy Costs (as defined in the Authority Indenture), to the extent such amounts are owed as result of a draw under the Reserve Account for the Bonds, resulting from a

default on the Bonds, are payable from and secured by a lien on and pledge of the Special Taxes subordinate only to the payment of debt service on the Bonds and Insurer Reimbursement Amounts.

(b) The notice address of the Insurer is: [_____]; Attention: _____ – Surveillance, Re: Policy No. _____; Phone: _____; Email: _____]. In each case in which notice or other communication to the Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) The District shall permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any Business Day upon reasonable prior notice.

(d) The Insurer shall be provided with the following information by the District or the Trustee under this Indenture, as the case may be:

(i) On request by the Insurer, the District will provide a certificate that the District is not aware of any Event of Default under this Indenture and will provide such information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(iii) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(iv) Prior notice of the redemption of any of the Bonds, including the principal amount and maturities thereof;

(v) Notice of the commencement of any Insolvency Proceeding (as defined in the Authority Indenture) by or against the Authority or the District;

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture; and

(viii) All reports, notices and correspondence to be delivered to Bond Owners under the terms hereof.

In addition, the Insurer shall have the right to receive such additional information as it may reasonably request.

Section 10.6 Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring

and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

Section 10.7 Entire Agreement; Severability. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.8 Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be 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 800, Costa Mesa, California 92626; Attention: Corporate Trust Department.

Section 10.9 Governing Laws. This Indenture shall be governed by the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 has caused this Bond Indenture to be signed by the City Manager of the City of Beaumont and attested to by the City Clerk of the City of Beaumont, 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: _____
City Manager of the City of Beaumont, acting in its capacity as the legislative body of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk 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: _____
Authorized Officer

EXHIBIT A

FORM OF 2021 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. 7C)
2021 SPECIAL TAX REFUNDING BOND

INTEREST RATE:	***MATURITY DATE:***	***DATED DATE:***
_____%	September 1, 20__	_____, 2021

REGISTERED OWNER: Wilmington Trust, National Association, as Trustee under that certain Indenture of Trust dated as of _____ 1, 2021 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, 2022 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. 7C) 2021 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 _____, 2021, and a Bond Indenture, dated as of _____ 1, 2021, 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. 7C 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, 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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 the Indenture at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	*Premium*
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

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.

The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Principal Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	*Principal Amount*

In the event that the Term Bonds are redeemed pursuant to the optional or extraordinary redemption provisions set forth in the Indenture, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 _____, 2021, 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: _____, 2021

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
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.

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. 17A)
2021 SPECIAL TAX REFUNDING BONDS

Dated as of _____ 1, 2021

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EXHIBIT A FORM OF 2021 SPECIAL TAX REFUNDING BOND A-1

BOND INDENTURE

THIS BOND INDENTURE dated as of _____ 1, 2021 (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. 17A) 2021 Special Tax Refunding Bonds and any Parity Bonds issued in accordance herewith from time to time.

R E C I T A L S:

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. 17A 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 _____, 2021, 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. 17A) 2021 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 _____ 1, 2021, 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 (FIRCO)

  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-l" 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. 17A) 2021 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 the New York Stock Exchange, or banks in New York, New York, Wilmington, Delaware or Los Angeles, California, or the city where the corporate trust office of the Trustee is located, are not required or authorized by law, regulation or executive order to close or 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: (a) non-callable direct obligations of the United States of America ("Treasuries"), (b) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (c) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, and (d) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), securities eligible for "AAA" defeasance under then existing criteria of S&P.

"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 _____ 1, 2021, by and among the District, the Beaumont Financing Authority and the Escrow Agent relating to the defeasance and refunding of the Prior Bonds.

"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. 17A 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.

"Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Authority Bonds when due.

"Insurer" means [_____], or any successor thereto or assignee thereof.

"Interest Payment Date" means each March 1 and September 1, commencing March 1, 2022, 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, 2013 Series B (Improvement Area No. 17A) currently outstanding in the aggregate principal amount of $7,975,000.

"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 Policy" means the municipal bond debt service reserve insurance policy relating to the Authority Bonds issued by the Insurer.

"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.

"Term Bonds" means the Bonds maturing on September 1, 20__.

"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.

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, and (b) 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. 17A) 2021 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, 2022 and each Interest Payment Date thereafter:

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond 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 Mayor and by the manual or facsimile signature of the City Clerk, or any duly appointed deputy clerk, 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 City Clerk. 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.

Notwithstanding the foregoing, neither the Authority nor the Trustee shall sell, transfer or encumber or permit the sale, transfer or encumbrance of any of the Bonds unless the Insurer shall have provided its prior consent.

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 Underwriter's Discount of $_____ and less moneys wired to the Insurer in the amount of $_____) shall be received by the Trustee and deposited or transferred on the Delivery Date as follows:

(i) $_____ of the proceeds of the sale of the Bonds 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, and

(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 or to reimburse the Insurer pursuant to the Authority Indenture for amounts owed to the Insurer for draws under the Reserve Policy related to the Bonds;

(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 and the Insurer 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) in the manner and to the extent provided in the Authority Indenture, to reimburse the Insurer for any amounts owed under the Insurance Policy or the Reserve Policy, to the extent such amounts are owed as a result of payments made under the Insurance Policy, or a draw under the Reserve Account for the Bonds, resulting from a default on the Bonds and subject to the limitations under applicable law and the Rate and Method of Apportionment; (iv) 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, and (v) 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 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 or liable 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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.

Notwithstanding the foregoing, without the prior consent of the Insurer, the Bonds are not subject to optional redemption prior to maturity unless all of the then outstanding Local Obligations (as defined in the Authority Indenture) are redeemed at the same time.

(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:

Redemption Dates	***Premium***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

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) Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Principal Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	*Principal Amount*

In the event that the Term Bonds are redeemed pursuant to Section 4.1(a) or (b) hereof, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 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 4.4 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. Notwithstanding anything to the contrary herein, the Trustee shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Indenture or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Net 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 and to pay all Policy Costs (as defined in the Authority Indenture) and any other amounts owed the Insurer under the Insurance Policy pursuant to Article X of the Authority Indenture, the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the 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 at 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 provided, however, that any such amendment or modification which adversely affects the rights and interests of the Insurer shall require the prior written consent of the Insurer:

(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 or adverse to the rights and interest of the Insurer, 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.

Notwithstanding the foregoing, so long as the Insurance Policy is in full force and effect, any amendment, supplement, modification to, or waiver of, this Indenture pursuant to this Section 6.2 shall be subject to the prior written consent of the Insurer.

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 (collectively, the "Trustee Indemnified Parties"), harmless from and against costs, claims, expenses, suits, judgments, damages and liabilities of any character or nature, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which any of the Trustee Indemnified Parties may incur or with which any such parties may be threatened by reason of acting as or on behalf of the Trustee in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Trustee Indemnified Parties shall survive the removal or resignation of the Trustee 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 and be discharged from its duties and obligations hereunder by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Trustee and

appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. 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, or for any action taken, or errors in judgment made, in good faith by it for any of its officers, employees or agents, except for its own negligence or willful misconduct. The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee 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 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 a responsible 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 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.

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 be entitled to request and receive written direction hereunder and shall have no responsibility or liability for accepting, acting upon, not acting any such direction, or for any losses or damages of any nature that may arise from any action taken or not take by the Trustee in accordance with such written direction, including, without limitation, funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the

Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

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; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the District, with the written approval of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an event of default hereunder.

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 irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

So long as the Insurance Policy shall be in effect, the Insurer shall be deemed a third party beneficiary of this Indenture.

Section 10.5 Provisions Relating to the Insurer.

(a) The District shall pay or reimburse the Insurer from Special Taxes any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Indenture or the Authority Indenture; (ii) the pursuit of any remedies under this Indenture or the Authority Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture or the Authority Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or the Authority Indenture or the transactions contemplated hereby or thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture or the Authority Indenture.

All Insurer Reimbursement Amounts (as defined in the Authority Indenture), to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Bonds, in the manner and to the extent provided in the Authority Indenture, are payable from and secured by a lien on and pledge of the Special Taxes on parity with debt service due on the Bonds. In addition, all Policy Costs (as defined in the Authority Indenture), to the extent such amounts are owed as result of a draw under the Reserve Account for the Bonds, resulting from a

default on the Bonds, are payable from and secured by a lien on and pledge of the Special Taxes subordinate only to the payment of debt service on the Bonds and Insurer Reimbursement Amounts.

(b) The notice address of the Insurer is: _____; Attention: _____ – Surveillance, Re: Policy No. _____ ; Phone: _____; Email: _____. In each case in which notice or other communication to the Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) The District shall permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any Business Day upon reasonable prior notice.

(d) The Insurer shall be provided with the following information by the District or the Trustee under this Indenture, as the case may be:

(i) On request by the Insurer, the District will provide a certificate that the District is not aware of any Event of Default under this Indenture and will provide such information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(iii) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(iv) Prior notice of the redemption of any of the Bonds, including the principal amount and maturities thereof;

(v) Notice of the commencement of any Insolvency Proceeding (as defined in the Authority Indenture) by or against the Authority or the District;

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture; and

(viii) All reports, notices and correspondence to be delivered to Bond Owners under the terms hereof.

In addition, the Insurer shall have the right to receive such additional information as it may reasonably request.

Section 10.6 Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring

and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

Section 10.7 Entire Agreement; Severability. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.8 Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be 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 800, Costa Mesa, California 92626; Attention: Corporate Trust Department.

Section 10.9 Governing Laws. This Indenture shall be governed by the laws of the State of California.

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IN WITNESS WHEREOF, CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 has caused this Bond Indenture to be signed by the City Manager of the City of Beaumont and attested to by the City Clerk of the City of Beaumont, 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: _____
City Manager of the City of Beaumont, acting in its capacity as the legislative body of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk 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: _____
Authorized Officer

EXHIBIT A

FORM OF 2021 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. 17A)
2021 SPECIAL TAX REFUNDING BOND

INTEREST RATE:	***MATURITY DATE:***	***DATED DATE:***
_____%	September 1, 20__	_____, 2021

REGISTERED OWNER: Wilmington Trust, National Association, as Trustee under that certain Indenture of Trust dated as of _____ 1, 2021 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, 2022 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. 17A) 2021 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 _____, 2021, and a Bond Indenture, dated as of _____ 1, 2021, 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. 17A 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, 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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 the Indenture at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	*Premium*
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

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.

The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Principal Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	*Principal Amount*

In the event that the Term Bonds are redeemed pursuant to the optional or extraordinary redemption provisions set forth in the Indenture, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 _____, 2021, 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: _____, 2021

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
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.

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. 20)
2021 SPECIAL TAX REFUNDING BONDS

Dated as of _____ 1, 2021

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EXHIBIT A FORM OF 2021 SPECIAL TAX REFUNDING BOND A-1

BOND INDENTURE

THIS BOND INDENTURE dated as of _____ 1, 2021 (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. 20) 2021 Special Tax Refunding Bonds and any Parity Bonds issued in accordance herewith from time to time.

R E C I T A L S:

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. 20 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 _____, 2021, 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. 20) 2021 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 _____ 1, 2021, 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 (FIRCO)

  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-l" 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. 20) 2021 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 the New York Stock Exchange, or banks in New York, New York, Wilmington, Delaware or Los Angeles, California, or the city where the corporate trust office of the Trustee is located, are not required or authorized by law, regulation or executive order to close or 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: (a) non-callable direct obligations of the United States of America ("Treasuries"), (b) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (c) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, and (d) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), securities eligible for "AAA" defeasance under then existing criteria of S&P.

"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 _____ 1, 2021, by and among the District, the Beaumont Financing Authority and the Escrow Agent relating to the defeasance and refunding of the Prior Bonds.

"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. 20 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.

"Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Authority Bonds when due.

"Insurer" means [_____], or any successor thereto or assignee thereof.

"Interest Payment Date" means each March 1 and September 1, commencing March 1, 2022, 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, 2012 Series B (Improvement Area No. 20) currently outstanding in the aggregate principal amount of $2,775,000.

"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 Policy" means the municipal bond debt service reserve insurance policy relating to the Authority Bonds issued by the Insurer.

"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.

"Term Bonds" means the Bonds maturing on September 1, 20__.

"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.

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, and (b) 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. 20) 2021 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, 2022 and each Interest Payment Date thereafter:

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond 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 Mayor and by the manual or facsimile signature of the City Clerk, or any duly appointed deputy clerk, 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 City Clerk. 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.

Notwithstanding the foregoing, neither the Authority nor the Trustee shall sell, transfer or encumber or permit the sale, transfer or encumbrance of any of the Bonds unless the Insurer shall have provided its prior consent.

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 Underwriter's Discount of $_____ and less moneys wired to the Insurer in the amount of $_____) shall be received by the Trustee and deposited or transferred on the Delivery Date as follows:

(i) $_____ of the proceeds of the sale of the Bonds 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, and

(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 or to reimburse the Insurer pursuant to the Authority Indenture for amounts owed to the Insurer for draws under the Reserve Policy related to the Bonds;

(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 and the Insurer 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) in the manner and to the extent provided in the Authority Indenture, to reimburse the Insurer for any amounts owed under the Insurance Policy or the Reserve Policy, to the extent such amounts are owed as a result of payments made under the Insurance Policy, or a draw under the Reserve Account for the Bonds, resulting from a default on the Bonds and subject to the limitations under applicable law and the Rate and Method of Apportionment; (iv) 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, and (v) 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 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 or liable 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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.

Notwithstanding the foregoing, without the prior consent of the Insurer, the Bonds are not subject to optional redemption prior to maturity unless all of the then outstanding Local Obligations (as defined in the Authority Indenture) are redeemed at the same time.

(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:

Redemption Dates	***Premium***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

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) Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Principal Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	*Principal Amount*

In the event that the Term Bonds are redeemed pursuant to Section 4.1(a) or (b) hereof, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 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 4.4 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. Notwithstanding anything to the contrary herein, the Trustee shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Indenture or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Net 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 and to pay all Policy Costs (as defined in the Authority Indenture) and any other amounts owed the Insurer under the Insurance Policy pursuant to Article X of the Authority Indenture, the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the 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 at 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 provided, however, that any such amendment or modification which adversely affects the rights and interests of the Insurer shall require the prior written consent of the Insurer:

(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 or adverse to the rights and interest of the Insurer, 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.

Notwithstanding the foregoing, so long as the Insurance Policy is in full force and effect, any amendment, supplement, modification to, or waiver of, this Indenture pursuant to this Section 6.2 shall be subject to the prior written consent of the Insurer.

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 (collectively, the "Trustee Indemnified Parties"), harmless from and against costs, claims, expenses, suits, judgments, damages and liabilities of any character or nature, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which any of the Trustee Indemnified Parties may incur or with which any such parties may be threatened by reason of acting as or on behalf of the Trustee in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Trustee Indemnified Parties shall survive the removal or resignation of the Trustee 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 and be discharged from its duties and obligations hereunder by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Trustee and

appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. 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, or for any action taken, or errors in judgment made, in good faith by it for any of its officers, employees or agents, except for its own negligence or willful misconduct. The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee 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 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 a responsible 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 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.

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 be entitled to request and receive written direction hereunder and shall have no responsibility or liability for accepting, acting upon, not acting any such direction, or for any losses or damages of any nature that may arise from any action taken or not take by the Trustee in accordance with such written direction, including, without limitation, funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the

Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

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; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the District, with the written approval of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an event of default hereunder.

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 irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

So long as the Insurance Policy shall be in effect, the Insurer shall be deemed a third party beneficiary of this Indenture.

Section 10.5 Provisions Relating to the Insurer.

(a) The District shall pay or reimburse the Insurer from Special Taxes any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Indenture or the Authority Indenture; (ii) the pursuit of any remedies under this Indenture or the Authority Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Indenture or the Authority Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Indenture or the Authority Indenture or the transactions contemplated hereby or thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture or the Authority Indenture.

All Insurer Reimbursement Amounts (as defined in the Authority Indenture), to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Bonds, in the manner and to the extent provided in the Authority Indenture, are payable from and secured by a lien on and pledge of the Special Taxes on parity with debt service due on the Bonds. In addition, all Policy Costs (as defined in the Authority Indenture), to the extent such amounts are owed as result of a draw under the Reserve Account for the Bonds, resulting from a

default on the Bonds, are payable from and secured by a lien on and pledge of the Special Taxes subordinate only to the payment of debt service on the Bonds and Insurer Reimbursement Amounts.

(b) The notice address of the Insurer is: _____; Attention: _____ – Surveillance, Re: Policy No. _____ ; Phone: _____; Email: _____. In each case in which notice or other communication to the Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) The District shall permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any Business Day upon reasonable prior notice.

(d) The Insurer shall be provided with the following information by the District or the Trustee under this Indenture, as the case may be:

(i) On request by the Insurer, the District will provide a certificate that the District is not aware of any Event of Default under this Indenture and will provide such information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(iii) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(iv) Prior notice of the redemption of any of the Bonds, including the principal amount and maturities thereof;

(v) Notice of the commencement of any Insolvency Proceeding (as defined in the Authority Indenture) by or against the Authority or the District;

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture; and

(viii) All reports, notices and correspondence to be delivered to Bond Owners under the terms hereof.

In addition, the Insurer shall have the right to receive such additional information as it may reasonably request.

Section 10.6 Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring

and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

Section 10.7 Entire Agreement; Severability. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.8 Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be 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 800, Costa Mesa, California 92626; Attention: Corporate Trust Department.

Section 10.9 Governing Laws. This Indenture shall be governed by the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 has caused this Bond Indenture to be signed by the City Manager of the City of Beaumont and attested to by the City Clerk of the City of Beaumont, 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: _____
City Manager of the City of Beaumont, acting in its capacity as the legislative body of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk 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: _____
Authorized Officer

EXHIBIT A

FORM OF 2021 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. 20)
2021 SPECIAL TAX REFUNDING BOND

INTEREST RATE:	***MATURITY DATE:***	***DATED DATE:***
_____%	September 1, 20__	_____, 2021

REGISTERED OWNER: Wilmington Trust, National Association, as Trustee under that certain Indenture of Trust dated as of _____ 1, 2021 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, 2022 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. 20) 2021 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 _____, 2021, and a Bond Indenture, dated as of _____ 1, 2021, 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. 20 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, 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

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 the Indenture at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	*Premium*
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

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.

The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the sinking fund payments that have been deposited into the Principal Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of sinking fund payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	*Principal Amount*

In the event that the Term Bonds are redeemed pursuant to the optional or extraordinary redemption provisions set forth in the Indenture, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 _____, 2021, 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: _____, 2021

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
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.

THIRTY-EIGHTH SUPPLEMENTAL INDENTURE OF TRUST

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
SPECIAL TAX REFUNDING BONDS, 2021 SERIES A
(IMPROVEMENT AREA NO. 7B)

Dated as of _____ 1, 2021

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THIRTY-EIGHTH SUPPLEMENTAL INDENTURE OF TRUST

THIS THIRTY-EIGHTH SUPPLEMENTAL INDENTURE OF TRUST dated as of _____ 1, 2021 (this "Thirty-Eighth Supplemental Indenture"), governs the terms of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7B), which are being issued as Parity Bonds in accordance with the Original Indenture (as defined below).

R E C I T A L S :

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 and declared the necessity to issue bonds of 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 and Wilmington Trust, National Association, as successor trustee (the "Trustee"), have previously entered into an indenture of trust dated as of January 15, 1994 (the "Original Indenture"), to provide for the issuance of bonds of the District pursuant to the terms of the Original Indenture; and

WHEREAS, the District financed and refinanced the costs of certain Projects through the issuance of its (i) Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B) (the "2012C Bonds"), and (ii) Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) (the "2012D Bonds" and together with the 2012C Bonds, the "2012 Bonds"), both series of which were issued pursuant to the Original Indenture, as supplemented by the Twenty-Sixth Supplemental Indenture of Trust, dated as of June 1, 2012 (the "Twenty-Sixth Supplemental Indenture"), and (iii) Special Tax Bonds, 2018 Series A (Improvement Area No. 7B) (the "2018 Bonds") which were issued pursuant to the Original Indenture, as supplemented by the Thirty-Sixth Supplemental Indenture dated November 1, 2018 (the "Thirty-Sixth Supplemental Indenture"); and

WHEREAS, Section 2.11 of the Original Indenture provides that the District may by Supplemental Indenture issue additional Series of Bonds in order to refund outstanding Bonds or Parity Bonds; and

WHEREAS, the District has been duly authorized to issue a Series of Bonds pursuant to the Original Indenture, as supplemented by this Thirty-Eighth Supplemental Indenture (together with the Original Indenture, the Twenty-Sixth Supplemental Indenture and the Thirty-Sixth Supplemental Indenture, the "Indenture") designated as the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7B) (the "2021 Bonds") in an aggregate principal amount of _____ for the purpose of refunding the Outstanding 2012 Bonds and paying costs of issuing the 2021 Bonds;

WHEREAS, the District has determined that the conditions contained in Sections 2.11 of the Original Indenture and the Act have been satisfied, and the 2021 Bonds are being issued as a Series of Bonds pursuant to the Original Indenture and, after the refunding of the Outstanding 2012 Bonds,

the Outstanding 2018 Bonds shall be payable from Special Taxes levied within the Improvement Area on a parity with the 2021 Bonds;

WHEREAS, Section 9.01(b) of the Original Indenture provides for the amendment of the Original Indenture: (i) to add to the covenants and agreements of the District in the Indenture contained other covenants and agreements to be observed; and (ii) for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision of the Original Indenture, provided that such amendment does not materially adversely affect the owners of the Bonds of any Series and to facilitate the issuance of Parity Bonds by the District; and

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the 2021 Bonds are to be issued, and in consideration of the promises and of the mutual covenants contained herein and of the purchase and acceptance of the 2021 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 2018 Bonds and the 2021 Bonds issued under the Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms not otherwise defined in this Supplemental Indenture shall have the meaning set forth in the Original Indenture, as supplemented by the Twenty-Sixth Supplemental Indenture and the Thirty-Sixth Supplemental Indenture. The following definitions set forth in Section 1.01 of the Indenture are revised, or added, as the case may be, to mean the following with respect to the 2021 Bonds:

Administrative Expenses Cap

The term "Administrative Expenses Cap" means $20,000.

Authority Bonds

The term "Authority Bonds" means any bonds outstanding under the Authority Indenture, which are secured in part by payments made on the 2021 Bonds.

Authority Indenture

The term "Authority Indenture" means that certain Indenture of Trust, dated as of _____ 1, 2021, by and between the Authority and the Authority Trustee, pursuant to which the Authority Bonds are issued.

Authority Trustee

The term "Authority Trustee" means Wilmington Trust, National Association, or any successor thereto appointed pursuant to the Authority Indenture.

Bonds; 2012 Bonds; 2012C Bonds; 2012D Bonds; 2018 Bonds, 2021 Bonds

The term "Bonds" means the 2018 Bonds and the 2021 Bonds and any additional Parity Bonds. The terms "2012 Bonds" "2012C Bonds," "2012D Bonds" and "2018 Bonds" are defined in the third "Whereas" clause above. The term "2021 Bonds" is defined in the fifth "Whereas" clause above.

Escrow Agreement

The term "Escrow Agreement" means the Escrow Agreement dated as of _____ 1, 2021, by and between the District and Wilmington Trust, National Association, as escrow agent relating to the defeasance of the Outstanding 2012 Bonds.

Escrow Fund

The term "Escrow Fund" means the fund by that name established under the Escrow Agreement.

Federal Securities

The term "Federal Securities" means, with respect to the 2021 Bonds: (a) (1) non-callable direct obligations of the United States of America ("Treasuries"), (2) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (3) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, and (4) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), securities eligible for "AAA" defeasance under then existing criteria of S&P.

Improvement Area

The term "Improvement Area" means Improvement Area No. 7B of the District.

Indenture

The term "Indenture" is defined in the fifth "Whereas" clause above.

Insurance Policy

The term "Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Authority Bonds when due.

Insurer

The term "Insurer" means _____, or any successor thereto or assignee thereof.

Interest Payment Date

The term "Interest Payment Date" means each March 1 and September 1, and with respect to the 2021 Bonds, commencing March 1, 2022.

Original Indenture

The term "Original Indenture" is defined in the second "Whereas" clause above.

Proportionate Share

The term "Proportionate Share" means, as of the date of calculation, a fraction equal to (A) the principal amount of the 2021 Bonds Outstanding divided by (B) the sum of the principal amount of all of the Local Obligations (as defined in the Authority Indenture) Outstanding.

Reserve Account

The term "Reserve Account" means, with respect to the 2021 Bonds, the District's Account of the Reserve Fund established under the Authority Indenture.

Reserve Requirement

The term "Reserve Requirement" with respect to the Authority Bonds, shall have the meaning given such term in the Authority Indenture.

Reserve Fund

The term "Reserve Fund" means the fund by that name established by the Authority Indenture.

Reserve Policy

The term "Reserve Policy" means the municipal bond debt service reserve insurance policy relating to the Authority Bonds issued by the Insurer.

Twenty-Sixth Supplemental Indenture

The term "Twenty-Sixth Supplemental Indenture" is defined in the fifth "Whereas" clause above.

Thirty-Sixth Supplemental Indenture

The term "Thirty-Sixth Supplemental Indenture" is defined in the third "Whereas" clause above.

Thirty-Eighth Supplemental Indenture

The term "Thirty-Eighth Supplemental Indenture" means this Thirty-Eighth Supplemental Indenture, dated as of _____ 1, 2021, between the District and the Trustee, as originally executed.

Term Bonds

The term "Term Bonds" means the 2021 Bonds maturing on September 1, 20__.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1. Amount, Issuance, Purpose and Nature of 2021 Bonds. Under and pursuant to the Thirty-Eighth Supplemental Indenture, the 2021 Bonds in the aggregate principal amount of $_____ shall be issued as Parity Bonds governed by the terms of the Original Indenture, as supplemented by the Thirty-Sixth Supplemental Indenture, and by this Thirty-Eighth Supplemental Indenture, for the purpose of refunding the Outstanding 2012 Bonds and paying the Costs of Issuance of the 2021 Bonds.

As provided in Section 2.12 of the Original Indenture, the 2021 Bonds shall be equally payable from the Net Taxes levied within the Improvement Area without priority for number, issue date, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal and any premiums upon the redemption thereof shall be exclusively paid from such Net Taxes and moneys on deposit in the Special Tax Fund established for the Improvement Area, the applicable portion of moneys on deposit in the Accounts in the Bond Fund, the Redemption Fund which are hereby set aside for the payment of the 2021 Bonds.

Section 2.2. Description of Bonds; Interest Rates. The 2021 Bonds shall be issued in fully registered form in denominations of $5,000 or any integral multiple thereof within a single maturity. The 2021 Bonds shall be numbered as determined by the Trustee.

The 2021 Bonds shall be designated "CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 SPECIAL TAX REFUNDING BONDS, 2021 SERIES A (IMPROVEMENT AREA NO. 7B)." The 2021 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, 2022 and each Interest Payment Date thereafter:

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***

Section 2.3. Form of 2021 Bonds; Execution and Authentication.

(a) The 2021 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 2021 Bonds and of the certificate of authentication.

Only the 2021 Bonds bearing thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under the Indenture, and no 2021 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. The 2021 Bonds shall be registered in the Registration Books of the Trustee in the name of Wilmington Trust, National Association, as Authority Trustee, and shall not be delivered in book-entry form.

Neither the Authority nor the Trustee shall sell, transfer or encumber or permit the sale, transfer or encumbrance of any of the 2021 Bonds unless the Insurer shall have provided its prior consent.

Section 2.4. Conditions to Issuance of 2021 Bonds. The 2021 Bonds shall not be issued unless and until the conditions for the issuance of the 2021 Bonds as Parity Bonds pursuant to Section 2.11 of the Indenture shall have been satisfied.

ARTICLE III

APPLICATION OF PROCEEDS OF 2021 BONDS

Section 3.1. Application of Proceeds of Sale of 2021 Bonds

(a) Application of 2021 Bond Proceeds. The net proceeds of the sale of the 2021 Bonds in the amount of $_____ (constituting the par amount of the 2021 Bonds, less Underwriter's Discount allocated to the 2021 Bonds of $_____ and less moneys wired to the Insurer in the amount of $_____) shall be received by the Trustee on behalf of the District and deposited as follows:

(i) $_____ shall be deposited to the Escrow Fund to refund the Outstanding 2012C Bonds;

(ii) $_____ shall be deposited to the Escrow Fund to refund the Outstanding 2012D Bonds;

(iii) $_____ of the proceeds of the sale of the 2021 Bonds representing the District's share of 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); and

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

ARTICLE IV

REDEMPTION OF 2021 BONDS

Section 4.1. Redemption of 2021 Bonds

(a) Optional Redemption. The 2021 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

In the event the District elects to redeem 2021 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 2021 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 2021 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 2021 Bonds are subject to redemption in whole or in part in the maturities selected by the District, and by lot within a maturity, on any Interest Payment Date from the proceeds of the prepayment of the Special Taxes deposited in the Redemption Fund pursuant to the Indenture and from amounts transferred from the District Residual Fund and the Reserve Account in connection with such redemption. Such mandatory redemption of the 2021 Bonds shall be at the following redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), together with accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Prices***
Any Interest Payment Date through and including March 1, 20__	%
September 1, 20__ and March 1, 20___	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

For so long as the 2021 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 2021 Bonds and the Authority Bonds so redeemed in connection therewith.

Prepayments will be allocated to the payment at maturity and redemption of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and such amounts shall be applied to redeem Bonds as nearly as practicable on a pro rata basis among maturities in increments of $5,000.

(c) Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the Sinking Payments that have been deposited into the Sinking Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be

redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

2021 BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	***Principal Amount***

In the event that the Term Bonds are redeemed pursuant to Section 4.1(a) or (b) hereof, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

ARTICLE V

AMENDMENTS

Section 5.1. Amendment to Section 5.02(e) of the Indenture with Respect to the Bonds. For purposes of clarifying the replenishment of reserve funds and accounts established with respect to the Bonds, solely with respect to the Bonds, Section 5.02 of the Original Indenture, as supplemented and amended by the Thirty-Sixth Supplemental Indenture and the Thirty-Eighth Supplemental Indenture, is amended and restated in its entirety to read as follows:

"(e) Without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee for deposit in any Reserve Account established under the Indenture in connection with the Bonds and to any other trustee for deposit in any reserve fund or account established in connection with or allocated to the Bonds, the amount necessary to cause the balance on deposit therein to equal the applicable reserve requirement. The foregoing transfer shall include any transfer to the Authority Trustee for deposit in the Reserve Account established under the Authority Indenture for the 2021 Bonds, the amount necessary to cause the balance on deposit therein to equal the District's Proportionate Share of the Reserve Requirement (as defined in the Authority Indenture) or to reimburse the Insurer pursuant to the Authority Indenture for amounts owed to the Insurer for draws under the Reserve Policy related to the 2021 Bonds."

ARTICLE VI

COVENANTS AND WARRANTY

Section 6.1. Warranty. The District shall preserve and protect the security pledged hereunder to the 2021 Bonds against all claims and demands of all persons.

Section 6.2. Covenants. So long as any of the 2021 Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Insurer and the 2021 Bondowners under the provisions of the Act and this Thirty-Eighth Supplemental Indenture (to be

performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the 2021 Bonds; 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) Commence Foreclosure Proceedings. The District hereby covenants with and for the benefit of the Owners of the 2021 Bonds and the landowners of the Improvement Area securing the 2021 Bonds that it will review the public records of the County of Riverside, California, in connection with the collection of the Special Tax not later than July 1 of each year to determine the amount of Special Tax collected in the prior Fiscal Year; and with respect to individual delinquencies within the Improvement Area, if the District determines that any single property owner subject to the Special Tax within the Improvement Area is delinquent in the payment of Special Taxes in the aggregate of $2,500 or more or that as to any single parcel the delinquent Special Taxes represent more than 5% of the aggregate Special Taxes within the Improvement Area, then the District will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereat) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) the District will cause judicial foreclosure proceedings to be filed in the superior court within ninety (90) days of such determination against all properties for which the Special Taxes remain delinquent.

(b) 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 6.2(b) would interfere with the timely retirement of the 2021 Bonds. The District determines it to be necessary in order to preserve the security for the 2021 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 Accounts 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 Outstanding will equal at least the sum of Administrative Expenses of $20,000 plus 110% of the gross debt service in such Bond Year on all 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 (iii) the District is not delinquent in the payment of the principal of or interest on the Bonds.

(c) 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 6.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenant.

(d) Against Encumbrances. The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in the Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or

on a parity with the 2021 Bonds, other than Parity Bonds. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the 2021 Bonds and the Parity Bonds.

(e) Levy of Special Tax to Pay Policy Costs. The District covenants to include in the Special Tax levy pursuant to Section 6.02 of the Original Indenture, such amounts necessary to pay Policy Costs (as defined in the Authority Indenture), and any other amounts owed the Insurer under the Insurance Policy pursuant to Article X of the Authority Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy, or a draw under the Reserve Account for the 2021 Bonds, resulting from a default on the 2021 Bonds and subject to the limitations under applicable law and the Rate and Method of Apportionment for the Improvement Area.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Provisions of Indenture in Effect. Except as expressly modified herein, all of the provisions of the Original Indenture shall remain in full force and effect.

Section 7.2. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Thirty-Eighth Supplemental Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Thirty-Eighth Supplemental Indenture. The District hereby declares that it would have entered into this Thirty-Eighth Supplemental Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Thirty-Eighth Supplemental Indenture may be held illegal, invalid or unenforceable.

Section 7.3. Execution in Counterparts. This Thirty-Eighth Supplemental Indenture 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 7.4. Governing Law. This Thirty-Eighth Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such state.

Section 7.5. Action on Next 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 this Thirty-Eighth Supplemental Indenture, is not a Business Day, such payment, with no interest accruing for the period from and 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 therefore in this Thirty-Eighth Supplemental Indenture.

Section 7.6. Provisions Relating to the Insurer.

(a) The District shall pay or reimburse the Insurer from Special Taxes any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under this Thirty-

Eighth Supplemental Indenture or the Authority Indenture; (ii) the pursuit of any remedies under this Thirty-Eighth Supplemental Indenture or the Authority Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Thirty-Eighth Supplemental Indenture or the Authority Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Thirty-Eighth Supplemental Indenture or the Authority Indenture or the transactions contemplated hereby or thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Thirty-Eighth Supplemental Indenture or the Authority Indenture.

All Insurer Reimbursement Amounts (as defined in the Authority Indenture), to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the 2021 Bonds, in the manner and to the extent provided in the Authority Indenture, are payable from and secured by a lien on and pledge of the Special Taxes on parity with debt service due on the 2021 Bonds. In addition, all Policy Costs (as defined in the Authority Indenture), to the extent such amounts are owed as result of a draw under the Reserve Account for the 2021 Bonds, resulting from a default on the 2021 Bonds, are payable from and secured by a lien on and pledge of the Special Taxes subordinate only to the payment of debt service on the 2021 Bonds and Insurer Reimbursement Amounts.

(b) (b) The notice address of the Insurer is: [_____]; Attention: _____ – Surveillance, Re: Policy No. _____ ; Phone: _____; Fax:_____]. In each case in which notice or other communication to the Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) The District shall permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the 2021 Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any Business Day upon reasonable prior notice.

(d) The Insurer shall be provided with the following information by the District or the Trustee under this Thirty-Eighth Supplemental Indenture, as the case may be:

(i) On request by the Insurer, the District will provide a certificate that the District is not aware of any Event of Default under this Thirty-Eighth Supplemental Indenture and will provide such information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(iii) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(iv) Prior notice of the redemption of any of the 2021 Bonds, including the principal amount and maturities thereof;

(v) Notice of the commencement of any Insolvency Proceeding (as defined in the Authority Indenture) by or against the Authority or the District;

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Thirty-Eighth Supplemental Indenture; and

(viii) All reports, notices and correspondence to be delivered to Bond Owners under the terms hereof.

In addition, the Insurer shall have the right to receive such additional information as it may reasonably request.

(e) Notwithstanding anything in Section 9.01 of the Original Indenture to the contrary, any amendment or modification to the Indenture which adversely affects the rights and interests of the Insurer shall require the prior written consent of the Insurer. So long as the Insurance Policy is in full force and effect, any amendment, supplement, modification to, or waiver of, the Indenture requiring the consent of the Owners of the 2021 Bonds shall be subject to the prior written consent of the Insurer.

(f) In the event of default under the Indenture, if in the reasonable opinion of the District the default can be corrected, but not within a thirty (30) day period, and corrective action is instituted by the District, with the written approval of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an event of default under the Indenture.

(g) Notwithstanding anything else in the Indenture or the Authority Indenture to the contrary, the provisions herein and in the Authority Indenture requiring the consent, approval or direction of the Insurer shall be applicable only at such time as the Insurer shall be in compliance with its payment obligations under the Insurance Policy and the Reserve Policy.

(h) So long as the Insurance Policy shall be in effect, the Insurer shall be deemed a third party beneficiary of the Indenture with respect to the 2021 Bonds.

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IN WITNESS WHEREOF, the District and the Trustee have executed this Thirty-Eighth Supplemental Indenture, effective the date first written above.

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1

By: _____
Mayor of the City of Beaumont, acting on behalf of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk of the City of Beaumont, acting on behalf of City of Beaumont Community Facilities District No. 93-1

The terms of this Thirty-Eighth Supplemental Indenture relating to the Trustee are accepted by Wilmington Trust, National Association, as Trustee.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF SPECIAL TAX REFUNDING BOND, 2021 SERIES A

R-___ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1
SPECIAL TAX REFUNDING BONDS, 2021 SERIES A
(IMPROVEMENT AREA NO. 7B)

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
____%	September 1, ____	_____, 2021	_____

REGISTERED OWNER: Wilmington Trust, National Association, as Trustee under that certain Indenture of Trust dated as of _____ 1, 2021 by and between the Beaumont Public Financing Authority and Wilmington Trust, National Association, as Trustee

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, a community facilities district, duly organized and existing under the laws of the State of California (the "District"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before February 15, 2022, in which event it shall bear interest from the Dated Date specified 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 has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above. Interest is payable semiannually on March 1 and September 1 in each year, commencing March 1, 2022 (collectively, the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office (the "Trust Office") of the Trustee, initially Wilmington Trust, National Association (the "Trustee"). Interest hereon is payable by check of the Trustee mailed by first class mail on the Interest Payment Date to

the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date") (whether or not such day is a business day), or, upon written request filed with the Trustee prior to such Record Date by a Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the continental United States of America designated by such Registered Owner in such written request.

This Bond is one of a duly authorized issue of "City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7B)" (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 (i) refunding the District's Outstanding Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B) and Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) and (ii) 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 City of Beaumont, acting in its capacity as the legislative body of the District (the "Legislative Body") on _____, 2021 (the "Resolution of Issuance"), and an Indenture of Trust dated as of January 15, 1994 (the "Original Indenture"), as amended and supplemented including as amended and supplemented by the Thirty-Eighth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the "Thirty-Eighth Supplemental Indenture" and together with the Original Indenture, the "Indenture") each by and between the District and the Trustee, executed in connection therewith, and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Resolution of Issuance and the Indenture are adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California. Capitalized terms not defined herein shall have the meanings set forth in the Indenture.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable on a parity with the District's Outstanding Special Tax Bonds, 2018 Series A (Improvement Area No. 7B), solely from certain Special Taxes authorized under the Act to be levied and collected within the Improvement Area and foreclosure proceeds received following a default in payment of 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 such Special Taxes and foreclosure proceeds, less certain Administrative Expenses, 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 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, 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

The Term Bonds maturing on September 1, 20__ shall be called before maturity and

redeemed, from the Sinking Payments that have been deposited into the Sinking Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

2021 BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	***Principal Amount***

In the event that the Term Bonds are redeemed pursuant to the optional or extraordinary redemption provisions set forth in the Indenture, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

The Bonds are subject to redemption in whole or in part in the maturities selected by the District, and by lot within a maturity, on any Interest Payment Date from the proceeds of the prepayment of Special Taxes deposited in the Redemption Fund pursuant to the Indenture and from amounts transferred from the District Residual Fund and the Reserve Account in connection with such redemption. Such mandatory redemption of the Bonds will be at the following redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), together with accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Prices***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Except as otherwise provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their address appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

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 rights and obligations of the District and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but

no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the amount of principal or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

If an Event of Default shall occur, the principal of all Bonds may not be accelerated and declared due and payable under the Indenture, and any declaration of an Event of Default and its consequences may be rescinded and annulled as further provided in the Indenture.

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 may be presented for transfer by the registered Owner hereof, in person or by his 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 registration of such transfer, a new bond or bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange therefor. This Bond may be presented for exchange at the Trust Office of the Trustee for Bonds of the same tenor, aggregate principal amount, interest, rate and maturity, of other authorized denominations. Transfer or exchange of this Bond will not be permitted during the period established by the Trustee for selection of Bonds for redemption or if this Bond has been selected for redemption.

The District and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The District may issue bonds on a parity with the Bonds in accordance with the provisions of the Indenture and the Act. The Indenture contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of 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 be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of authentication hereon endorsed shall have been 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 _____, 2021, to be signed on behalf of the District by the Mayor of the City by his facsimile signature and attested by the facsimile signature of the City Clerk of the City.

_____
Mayor of the City of Beaumont, California, acting on behalf of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk of the City of Beaumont, California, on behalf of 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: _____, 2021

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

City Clerk of the City of Beaumont, California, acting on behalf of City of Beaumont Community Facilities District No. 93-1

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the Registration Books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

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.

THIRTY-NINTH SUPPLEMENTAL INDENTURE OF TRUST

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
SPECIAL TAX REFUNDING BONDS, 2021 SERIES A
(IMPROVEMENT AREA NO. 19C)

Dated as of _____ 1, 2021

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THIRTY-NINTH SUPPLEMENTAL INDENTURE OF TRUST

THIS THIRTY-NINTH SUPPLEMENTAL INDENTURE OF TRUST dated as of _____ 1, 2021 (this "Thirty-Ninth Supplemental Indenture"), governs the terms of the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 19C), which are being issued as Parity Bonds in accordance with the Original Indenture (as defined below).

R E C I T A L S :

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 and declared the necessity to issue bonds of 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 and Wilmington Trust, National Association, as successor trustee (the "Trustee"), have previously entered into an indenture of trust dated as of January 15, 1994 (the "Original Indenture"), to provide for the issuance of bonds of the District pursuant to the terms of the Original Indenture; and

WHEREAS, the District financed and refinanced the costs of certain Projects through the issuance of its (i) Special Tax Bonds, 2006 Series A (Improvement Area No. 19C) (the "2006A Bonds"), pursuant to the Original Indenture, as supplemented by the Fourteenth Supplemental Indenture of Trust, dated as of May 1, 2006 (the "Fourteenth Supplemental Indenture"), (ii) Special Tax Refunding Bonds, 2008 Series A (Improvement Area No. 19C) (the "2008A Bonds"), pursuant to the Original Indenture, as supplemented by the Twentieth Supplemental Indenture of Trust, dated as of July 1, 2008 (the "Twentieth Supplemental Indenture"), (iii) Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) (the "2013 Bonds"), pursuant to the Original Indenture, as supplemented by the Twenty-Seventh Supplemental Indenture of Trust, dated as of July 1, 2013 (the "Twenty-Seventh Supplemental Indenture") and (iv) Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C) (the "2017 Bonds"), pursuant to the Original Indenture, as supplemented by the Thirty-Fourth Supplemental Indenture dated July 1, 2017 (the "Thirty-Fourth Supplemental Indenture") ; and

WHEREAS, Section 2.11 of the Original Indenture provides that the District may by Supplemental Indenture issue additional Series of Bonds in order to refund outstanding Bonds or Parity Bonds; and

WHEREAS, the District has been duly authorized to issue a Series of Bonds pursuant to the Original Indenture, as supplemented by this Thirty-Ninth Supplemental Indenture (together with the Original Indenture and the Thirty-Fourth Supplemental Indenture, the "Indenture") designated as the City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 19C) (the "2021 Bonds") in an aggregate principal amount of $_____ for the purpose of refunding the Outstanding 2013 Bonds and paying costs of issuing the 2021 Bonds;

WHEREAS, the District has determined that the conditions contained in Sections 2.11 of the Original Indenture and the Act have been satisfied, and the 2021 Bonds are being issued as a Series of Bonds pursuant to the Original Indenture and, after the refunding of the Outstanding 2013 Bonds, the Outstanding 2017 Bonds shall be payable from Special Taxes levied within the Improvement Area on a parity with the 2021 Bonds;

WHEREAS, Section 9.01(b) of the Original Indenture provides for the amendment of the Original Indenture: (i) to add to the covenants and agreements of the District in the Indenture contained other covenants and agreements to be observed; and (ii) for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision of the Original Indenture, provided that such amendment does not materially adversely affect the owners of the Bonds of any Series and to facilitate the issuance of Parity Bonds by the District; and

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the 2021 Bonds are to be issued, and in consideration of the promises and of the mutual covenants contained herein and of the purchase and acceptance of the 2021 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 2017 Bonds and the 2021 Bonds issued under the Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms not otherwise defined in this Supplemental Indenture shall have the meaning set forth in the Original Indenture, as supplemented by the Thirty-Fourth Supplemental Indenture. The following definitions set forth in Section 1.01 of the Indenture are revised, or added, as the case may be, to mean the following with respect to the 2021 Bonds:

Administrative Expenses Cap

The term "Administrative Expenses Cap" means $_____.

Authority Bonds

The term "Authority Bonds" means any bonds outstanding under the Authority Indenture, which are secured in part by payments made on the 2021 Bonds.

Authority Indenture

The term "Authority Indenture" means that certain Indenture of Trust, dated as of _____ 1, 2021, by and between the Authority and the Authority Trustee, pursuant to which the Authority Bonds are issued.

Authority Trustee

The term "Authority Trustee" means Wilmington Trust, National Association, or any successor thereto appointed pursuant to the Authority Indenture.

Bonds; 2006A Bonds, 2008A Bonds, 2013 Bonds, 2017 Bonds, 2021 Bonds

The term "Bonds" means the 2017 Bonds, the 2021 Bonds and any additional Parity Bonds. The terms "2006A Bonds," the "2008A Bonds," "2013 Bonds" and 2017 Bonds" are defined in the third "Whereas" clause above. The term "2021 Bonds" is defined in the fifth "Whereas" clause above.

Escrow Agreement

The term "Escrow Agreement" means the Escrow Agreement dated as of _____ 1, 2021, by and between the District and Wilmington Trust, National Association, as escrow agent relating to the defeasance of the Outstanding 2013 Bonds.

Escrow Fund

The term "Escrow Fund" means the fund by that name established under the Escrow Agreement.

Federal Securities

The term "Federal Securities" means, with respect to the 2021 Bonds: (a) (1) non-callable direct obligations of the United States of America ("Treasuries"), (2) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (3) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, and (4) subject to the prior written consent of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), securities eligible for "AAA" defeasance under then existing criteria of S&P.

Improvement Area

The term "Improvement Area" means Improvement Area No. 19C of the District.

Indenture

The term "Indenture" is defined in the fifth "Whereas" clause above.

Insurance Policy

The term "Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Authority Bonds when due.

Insurer

The term "Insurer" means _____, or any successor thereto or assignee thereof.

Interest Payment Date

The term "Interest Payment Date" means each March 1 and September 1, and with respect to the 2021 Bonds, commencing March 1, 2022.

Original Indenture

The term "Original Indenture" is defined in the second "Whereas" clause above.

Proportionate Share

The term "Proportionate Share" means, as of the date of calculation, a fraction equal to (A) the principal amount of the 2021 Bonds Outstanding divided by (B) the sum of the principal amount of all of the Local Obligations (as defined in the Authority Indenture) Outstanding.

Reserve Account

The term "Reserve Account" means, with respect to the 2021 Bonds, the District's Account of the Reserve Fund established under the Authority Indenture.

Reserve Requirement

The term "Reserve Requirement" with respect to the Authority Bonds, shall have the meaning given such term in the Authority Indenture.

Reserve Fund

The term "Reserve Fund" means the fund by that name established by the Authority Indenture.

Reserve Policy

The term "Reserve Policy" means the municipal bond debt service reserve insurance policy relating to the Authority Bonds issued by the Insurer.

Fourteenth Supplemental Indenture

The term "Fourteenth Supplemental Indenture" is defined in the third "Whereas" clause above.

Twentieth Supplemental Indenture

The term "Twentieth Supplemental Indenture" is defined in the third "Whereas" clause above.

Twenty-Seventh Supplemental Indenture

The term "Twenty-Seventh Supplemental Indenture" is defined in the third "Whereas" clause above.

Thirty-Fourth Supplemental Indenture

The term "Thirty-Fourth Supplemental Indenture" is defined in the third "Whereas" clause above.

Thirty-Ninth Supplemental Indenture

The term "Thirty-Ninth Supplemental Indenture" means this Thirty-Ninth Supplemental Indenture, dated as of _____ 1, 2021, between the District and the Trustee, as originally executed.

Term Bonds

The term "Term Bonds" means the 2021 Bonds maturing on September 1, 20__.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1. Amount, Issuance, Purpose and Nature of 2021 Bonds. Under and pursuant to the Thirty-Ninth Supplemental Indenture, the 2021 Bonds in the aggregate principal amount of $_____ shall be issued as Parity Bonds governed by the terms of the Original Indenture, as supplemented by the Thirty-Fourth Supplemental Indenture and by this Thirty-Ninth Supplemental Indenture, for the purpose of refunding the Outstanding 2013 Bonds and paying the Costs of Issuance of the 2021 Bonds.

As provided in Section 2.12 of the Original Indenture, the 2021 Bonds shall be equally payable from the Net Taxes levied within the Improvement Area without priority for number, issue date, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal and any premiums upon the redemption thereof shall be exclusively paid from such Net Taxes and moneys on deposit in the Special Tax Fund established for the Improvement Area, the applicable portion of moneys on deposit in the Accounts in the Bond Fund, the Redemption Fund which are hereby set aside for the payment of the 2021 Bonds.

Section 2.2. Description of Bonds; Interest Rates. The 2021 Bonds shall be issued in fully registered form in denominations of $5,000 or any integral multiple thereof within a single maturity. The 2021 Bonds shall be numbered as determined by the Trustee.

The 2021 Bonds shall be designated "CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 SPECIAL TAX REFUNDING BONDS, 2021 SERIES A (IMPROVEMENT AREA NO. 19C)." The 2021 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, 2022 and each Interest Payment Date thereafter:

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*

Section 2.3. Form of 2021 Bonds; Execution and Authentication.

(a) The 2021 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 2021 Bonds and of the certificate of authentication.

Only the 2021 Bonds bearing thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under the Indenture, and no 2021 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. The 2021 Bonds shall be registered in the Registration Books of the Trustee in the name of Wilmington Trust, National Association, as Authority Trustee, and shall not be delivered in book-entry form.

Neither the Authority nor the Trustee shall sell, transfer or encumber or permit the sale, transfer or encumbrance of any of the 2021 Bonds unless the Insurer shall have provided its prior consent.

Section 2.4. Conditions to Issuance of 2021 Bonds. The 2021 Bonds shall not be issued unless and until the conditions for the issuance of the 2021 Bonds as Parity Bonds pursuant to Section 2.11 of the Indenture shall have been satisfied.

ARTICLE III

APPLICATION OF PROCEEDS OF 2021 BONDS

Section 3.1. Application of Proceeds of Sale of 2021 Bonds

(a) Application of 2021 Bond Proceeds. The net proceeds of the sale of the 2021 Bonds in the amount of $_____ (constituting the par amount of the 2021 Bonds, less Underwriter's Discount allocated to the 2021 Bonds of $_____ and less moneys wired to the Insurer in the amount of $_____) shall be received by the Trustee on behalf of the District and deposited as follows:

(i) $_____ shall be deposited to the Escrow Fund to refund the

Outstanding 2013 Bonds;

(ii) $_____ of the proceeds of the sale of the 2021 Bonds representing the District's share of 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); and

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

ARTICLE IV

REDEMPTION OF 2021 BONDS

Section 4.1. Redemption of 2021 Bonds

(a) Optional Redemption. The 2021 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

In the event the District elects to redeem 2021 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 2021 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 2021 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 2021 Bonds are subject to redemption in whole or in part in the maturities selected by the District, and by lot within a maturity, on any Interest Payment Date from the proceeds of the prepayment of Special Taxes deposited in the Redemption Fund pursuant to the Indenture and from amounts transferred from the District Residual Fund and the Reserve Account in connection with such redemption. Such mandatory redemption of the 2021 Bonds shall be at the following redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), together with accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Prices***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

For so long as the 2021 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 2021 Bonds and the Authority Bonds so redeemed in connection therewith.

Prepayments will be allocated to the payment at maturity and redemption of Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and

such amounts shall be applied to redeem Bonds as nearly as practicable on a pro rata basis among maturities in increments of $5,000.

(c) Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the Sinking Payments that have been deposited into the Sinking Account, on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

2021 BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	***Principal Amount***

In the event that the Term Bonds are redeemed pursuant to Section 4.1(a) or (b) hereof, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

ARTICLE V

AMENDMENTS

Section 5.1. Amendment to Section 5.02(e) of the Indenture with Respect to the Bonds. For purposes of clarifying the replenishment of reserve funds and accounts established with respect to the Bonds, solely with respect to the Bonds, Section 5.02 of the Original Indenture, as supplemented and amended by the Thirty-Fourth Supplemental Indenture, is amended and restated in its entirety to read as follows:

"(e) Without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee for deposit in any Reserve Account established under the Indenture in connection with the Bonds and to any other trustee for deposit in any reserve fund or account established in connection with or allocated to the Bonds, the amount necessary to cause the balance on deposit therein to equal the applicable reserve requirement. The foregoing transfer shall include any transfer to the Authority Trustee for deposit in the Reserve Account established under the Authority Indenture for the 2021 Bonds, the amount necessary to cause the balance on deposit therein to equal the District's Proportionate Share of the Reserve Requirement (as defined in the Authority Indenture) or to reimburse the Insurer pursuant to the Authority Indenture for amounts owed to the Insurer for draws under the Reserve Policy related to the 2021 Bonds."

ARTICLE VI

COVENANTS AND WARRANTY

Section 6.1. Warranty. The District shall preserve and protect the security pledged hereunder to the 2021 Bonds against all claims and demands of all persons.

Section 6.2. Covenants. So long as any of the 2021 Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Insurer and the 2021 Bondowners under the provisions of the Act and this Thirty-Ninth Supplemental Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the 2021 Bonds; 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) Commence Foreclosure Proceedings. The District hereby covenants with and for the benefit of the Owners of the 2021 Bonds and the landowners of the Improvement Area securing the 2021 Bonds that it will review the public records of the County of Riverside, California, in connection with the collection of the Special Tax not later than July 1 of each year to determine the amount of Special Tax collected in the prior Fiscal Year; and with respect to individual delinquencies within the Improvement Area, if the District determines that any single property owner subject to the Special Tax within the Improvement Area is delinquent in the payment of Special Taxes in the aggregate of $2,500 or more or that as to any single parcel the delinquent Special Taxes represent more than 5% of the aggregate Special Taxes within the Improvement Area, then the District will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereat) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) the District will cause judicial foreclosure proceedings to be filed in the superior court within ninety (90) days of such determination against all properties for which the Special Taxes remain delinquent.

(b) 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 6.2(b) would interfere with the timely retirement of the 2021 Bonds. The District determines it to be necessary in order to preserve the security for the 2021 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 Accounts 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 Outstanding will equal at least the sum of Administrative Expenses of $_____ plus 110% of the gross debt service in such Bond Year on all 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 (iii) the District is not delinquent in the payment of the

principal of or interest on the Bonds.

(c) 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 6.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenant.

(d) Against Encumbrances. The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in the Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the 2021 Bonds, other than Parity Bonds. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the 2021 Bonds and the Parity Bonds.

(e) Levy of Special Tax to Pay Policy Costs. The District covenants to include in the Special Tax levy pursuant to Section 6.02 of the Original Indenture, such amounts necessary to pay Policy Costs (as defined in the Authority Indenture), and any other amounts owed the Insurer under the Insurance Policy pursuant to Article X of the Authority Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy, or a draw under the Reserve Account for the 2021 Bonds, resulting from a default on the 2021 Bonds and subject to the limitations under applicable law and the Rate and Method of Apportionment for the Improvement Area.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Provisions of Indenture in Effect. Except as expressly modified herein, all of the provisions of the Original Indenture shall remain in full force and effect.

Section 7.2. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Thirty-Ninth Supplemental Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Thirty-Ninth Supplemental Indenture. The District hereby declares that it would have entered into this Thirty-Ninth Supplemental Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Thirty-Ninth Supplemental Indenture may be held illegal, invalid or unenforceable.

Section 7.3. Execution in Counterparts. This Thirty-Ninth Supplemental Indenture 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 7.4. Governing Law. This Thirty-Ninth Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such state.

Section 7.5. Action on Next 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 this Thirty-Ninth

Supplemental Indenture, is not a Business Day, such payment, with no interest accruing for the period from and 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 therefore in this Thirty-Ninth Supplemental Indenture.

Section 7.6. Provisions Relating to the Insurer.

(a) The District shall pay or reimburse the Insurer from Special Taxes any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security under Thirty-Ninth Supplemental Indenture or the Authority Indenture; (ii) the pursuit of any remedies under Thirty-Ninth Supplemental Indenture or the Authority Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Thirty-Ninth Supplemental Indenture or the Authority Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with Thirty-Ninth Supplemental Indenture or the Authority Indenture or the transactions contemplated hereby or thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Thirty-Ninth Supplemental Indenture or the Authority Indenture.

All Insurer Reimbursement Amounts (as defined in the Authority Indenture), to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the 2021 Bonds, in the manner and to the extent provided in the Authority Indenture, are payable from and secured by a lien on and pledge of the Special Taxes on parity with debt service due on the 2021 Bonds. In addition, all Policy Costs (as defined in the Authority Indenture), to the extent such amounts are owed as result of a draw under the Reserve Account for the 2021 Bonds, resulting from a default on the 2021 Bonds, are payable from and secured by a lien on and pledge of the Special Taxes subordinate only to the payment of debt service on the 2021 Bonds and Insurer Reimbursement Amounts.

(b) The notice address of the Insurer is: _____, _____; Attention: _____ – Surveillance, Re: Policy No. _____; Phone: _____; Fax: _____. In each case in which notice or other communication to the Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) The District shall permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any Business Day upon reasonable prior notice.

(d) The Insurer shall be provided with the following information by the District or the Trustee under this Thirty-Ninth Supplemental Indenture, as the case may be:

(i) On request by the Insurer, the District will provide a certificate that the District is not aware of any Event of Default under this Indenture and will provide such information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(iii) Notice of any default known to the Trustee or the District within five Business Days after knowledge thereof;

(iv) Prior notice of the redemption of any of the 2021 Bonds, including the principal amount and maturities thereof;

(v) Notice of the commencement of any Insolvency Proceeding (as defined in the Authority Indenture) by or against the Authority or the District;

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Thirty-Ninth Supplemental Indenture; and

(viii) All reports, notices and correspondence to be delivered to Bond Owners under the terms hereof.

In addition, the Insurer shall have the right to receive such additional information as it may reasonably request.

(e) Notwithstanding anything in Section 9.01 of the Original Indenture to the contrary, any amendment or modification to the Indenture which adversely affects the rights and interests of the Insurer shall require the prior written consent of the Insurer. So long as the Insurance Policy is in full force and effect, any amendment, supplement, modification to, or waiver of, the Indenture requiring the consent of the Owners of the 2021 Bonds shall be subject to the prior written consent of the Insurer.

(f) In the event of default under the Indenture, if in the reasonable opinion of the District the default can be corrected, but not within a thirty (30) day period, and corrective action is instituted by the District, with the written approval of the Insurer (so long as the Insurer has not defaulted on any obligation under the Insurance Policy), within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an event of default under the Indenture.

(g) Notwithstanding anything else in the Indenture or the Authority Indenture to the contrary, the provisions herein and in the Authority Indenture requiring the consent, approval or direction of the Insurer shall be applicable only at such time as the Insurer shall be in compliance with its payment obligations under the Insurance Policy and the Reserve Policy.

(h) So long as the Insurance Policy shall be in effect, the Insurer shall be deemed a third party beneficiary of the Indenture with respect to the 2021 Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the District and the Trustee have executed this Thirty-Ninth Supplemental Indenture, effective the date first written above.

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1

By: _____
Mayor of the City of Beaumont, acting on behalf of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk of the City of Beaumont, acting on behalf of City of Beaumont Community Facilities District No. 93-1

The terms of this Thirty-Ninth Supplemental Indenture relating to the Trustee are accepted by Wilmington Trust, National Association, as Trustee.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF SPECIAL TAX REFUNDING BOND, 2021 SERIES A

R-___ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1
SPECIAL TAX REFUNDING BONDS, 2021 SERIES A
(IMPROVEMENT AREA NO. 19C)

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
____%	September 1, ____	_____, 2021	_____

REGISTERED OWNER: Wilmington Trust, National Association, as Trustee under that certain Indenture of Trust dated as of _____ 1, 2021 by and between the Beaumont Public Financing Authority and Wilmington Trust, National Association, as Trustee

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, a community facilities district, duly organized and existing under the laws of the State of California (the "District"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before February 15, 2022, in which event it shall bear interest from the Dated Date specified 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 has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above. Interest is payable semiannually on March 1 and September 1 in each year, commencing March 1, 2022 (collectively, the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office (the "Trust Office") of the Trustee, initially Wilmington Trust, National Association (the "Trustee"). Interest hereon is payable by check of the Trustee mailed by first class mail on the Interest Payment Date to

the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date") (whether or not such day is a business day), or, upon written request filed with the Trustee prior to such Record Date by a Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the continental United States of America designated by such Registered Owner in such written request.

This Bond is one of a duly authorized issue of "City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 19C)" (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 (i) refunding the District's Outstanding Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) and (ii) 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 City of Beaumont, acting in its capacity as the legislative body of the District (the "Legislative Body") on _____, 2021 (the "Resolution of Issuance"), and an Indenture of Trust dated as of January 15, 1994 (the "Original Indenture"), as amended and supplemented including as amended and supplemented by the Thirty-Ninth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the "Thirty-Ninth Supplemental Indenture" and together with the Original Indenture, the "Indenture") each by and between the District and the Trustee, executed in connection therewith, and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Resolution of Issuance and the Indenture are adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California. Capitalized terms not defined herein shall have the meanings set forth in the Indenture.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable on a parity with the District's Outstanding Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C), solely from certain Special Taxes authorized under the Act to be levied and collected within the Improvement Area and foreclosure proceeds received following a default in payment of 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 such Special Taxes and foreclosure proceeds, less certain Administrative Expenses, 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 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, 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 a redemption price of the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

The Term Bonds maturing on September 1, 20__ shall be called before maturity and redeemed, from the Sinking Payments that have been deposited into the Sinking Account, on

September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Payments set forth below. The Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

2021 BONDS MATURING SEPTEMBER 1, 20__

Redemption Dates (September 1)	***Principal Amount***

In the event that the Term Bonds are redeemed pursuant to the optional redemption and extraordinary redemption provisions set forth in the Indenture, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

The Bonds are subject to redemption in whole or in part in the maturities selected by the District, and by lot within a maturity, on any Interest Payment Date from the proceeds of the prepayment of the Special Taxes deposited in the Redemption Fund pursuant to the Indenture and from amounts transferred from the District Residual Fund and the Reserve Account in connection with such redemption. Such mandatory redemption of the Bonds will be at the following redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), together with accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Prices***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Except as otherwise provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their address appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

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 rights and obligations of the District and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the

amount of principal or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

If an Event of Default shall occur, the principal of all Bonds may not be accelerated and declared due and payable under the Indenture, and any declaration of an Event of Default and its consequences may be rescinded and annulled as further provided in the Indenture.

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 may be presented for transfer by the registered Owner hereof, in person or by his 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 registration of such transfer, a new bond or bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange therefor. This Bond may be presented for exchange at the Trust Office of the Trustee for Bonds of the same tenor, aggregate principal amount, interest, rate and maturity, of other authorized denominations. Transfer or exchange of this Bond will not be permitted during the period established by the Trustee for selection of Bonds for redemption or if this Bond has been selected for redemption.

The District and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The District may issue bonds on a parity with the Bonds in accordance with the provisions of the Indenture and the Act. The Indenture contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of 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 be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of authentication hereon endorsed shall have been 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 _____, 2021, to be signed on behalf of the District by the Mayor of the City by his facsimile signature and attested by the facsimile signature of the City Clerk of the City.

Mayor of the City of Beaumont, California, acting on behalf of City of Beaumont Community Facilities District No. 93-1

ATTEST:

City Clerk of the City of Beaumont, California, on behalf of 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: _____, 2021

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

City Clerk of the City of Beaumont, California, acting on behalf of City of Beaumont Community Facilities District No. 93-1

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the Registration Books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

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.

ESCROW AGREEMENT
(20__ SERIES __)

THIS ESCROW AGREEMENT (20__ Series _), dated as of _____1, 2021 (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. 2021-__ of the City of Beaumont, acting as legislative body for the District, adopted on _____, 2021, Resolution No. 2021-__BFA of the Authority, adopted on _____, 2021 and an Indenture of Trust dated as of _____ 1, 2021, (the "District Indenture") by and between the District and Wilmington Trust, National Association, as successor trustee (the "Prior Trustee"), to refund all of the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 20__ Series __ (Improvement Area No. ___) (the "Refunded District Bonds") and effect the simultaneous refunding of the outstanding Beaumont Financing Authority 20__ Local Agency Revenue Bonds, Series __ (Improvement Area No. ___) (the "Refunded Authority Bonds").

W I T N E S S E T H :

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 _____ 1, 2021, 1994 (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 2021 Special Tax Refunding Bonds (Improvement Area No. ___) (the "2021 Improvement Area No. ___ Bonds") for the purpose in part of providing moneys which, together with certain moneys transferred from the Prior Trustee, will be used to refund all of the Refunded District Bonds and to redeem on [September 1, 2021] (the "Redemption Date") the Refunded District Bonds maturing on and after [September 1, 2022] at a redemption price equal to 100% of the principal amount of the Refunded District Bonds to be redeemed, together with all interest accrued to such date (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 and certain Federal Securities (as permitted by, in the manner prescribed by, and all in accordance with the District Indenture) which, together with interest thereon, 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) $_____ from a portion of the net proceeds of the sale of the 2021 Improvement Area No.

___ Bonds, and (ii) $_____ from the Prior Trustee from amounts on deposit in certain funds and accounts relating to the Refunded District Bonds established under the District Indenture and relating to the Refunded Authority Bonds established under the Authority Indenture, as more specifically identified in the pricing numbers relating to the 2021 Improvement Area No. ___ Bonds and included in the closing transcript therefor. 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 20__ Series __ Escrow Fund (the "Escrow Fund") and to be applied solely as provided in this Agreement.

SECTION 2. Investment of Moneys. The District hereby instructs the Escrow Agent to apply $_____ of the moneys set forth above to purchase the Federal Securities listed in Exhibit A hereto and to hold $___ uninvested as cash. The Escrow Agent shall be entitled to rely upon the conclusion of Causey, Demgen & Moore, P.C. (the "Verification Agent"), that the Federal Securities listed on Exhibit A hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay prior to September 1, 2021, the principal and interest due with respect to the Refunded District Bonds and to pay on September 1, 2021, the Redemption Price.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the District, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the District, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay the principal and interest due with respect to the Refunded District Bonds prior to September 1, 2021 and to pay on September 1, 2021 the Redemption Price, and provided that the District has obtained and delivered to the Escrow Agent an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest portion of the Refunded District Bonds or interest on the Refunded Authority Bonds. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the District with respect to the refunding of the Refunded District Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the District promptly upon the receipt of such interest income by the Escrow Agent. The determination of the District as to whether an accountant qualifies under this Escrow Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the District, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the District has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the

Refunded District Bonds and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Refunded District Bonds or interest with respect to the Refunded Authority Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay the principal and interest due with respect to the Refunded District Bonds prior to September 1, 2021 and to pay on September 1, 2021, the Redemption Price. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of Refunded District Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall pay the principal of, and interest on the Refunded District Bonds due prior to [September 1, 2021], and pay on [September, 1, 2022] 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 refund and redeem the Refunded District Bonds to be used to simultaneously refund and redeem the Refunded Authority Bonds.

(c) Irrevocable Instructions to Provide Notice. The Authority hereby instructs the Escrow Agent to mail, first class, postage prepaid, a notice to the Refunded Authority Bonds owners in the form attached hereto as Exhibit B stating that the defeasance of the Refunded Authority Bonds has occurred. The Authority further instructs the Escrow Agent to mail, first class, postage prepaid, by not later than 30 days prior to the Redemption Date a notice in substantially the form attached hereto as Exhibit C of redemption with respect to the Refunded Authority Bonds maturing on and after [September 1, 2022] in accordance with the procedures set forth in Section [4.03] of the Authority Indenture.

(d) Unclaimed Moneys. Any moneys which remain unclaimed for 30 days after [September 1, 2021] 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 800, 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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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, acting as the legislative body of City of Beaumont Community Facilities District No. 93-1

ATTEST:

_____
City Clerk of the City of Beaumont, acting as the legislative body of City of Beaumont Community Facilities District No. 93-1

BEAUMONT FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

_____
Secretary of the Beaumont Financing Authority

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

FEDERAL SECURITIES

Security	*Type of SLGS*	*Maturity*	*Principal Amount*	*Interest Rate*

EXHIBIT B

NOTICE OF DEFEASANCE

BEAUMONT FINANCING AUTHORITY
20__ LOCAL AGENCY REVENUE BONDS, SERIES __
(IMPROVEMENT AREA NO. __)

Maturity Date (September 1)	***Par Amount***	***Interest Rate***	***CUSIP No.****

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 and securities 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 _____ Supplemental Indenture of Trust dated as of _____ 1, 20__, 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 the principal and interest due with respect to the Refunded Bonds prior to September 1, 2021 and to redeem on September 1, 2021 the Refunded Bonds maturing on and after September 1, 2022 at a redemption price equal to the principal amount thereof to be redeemed, plus interest accrued thereon to the date of redemption, without premium; and (ii) the Escrow Agent has been irrevocably instructed to redeem such outstanding Refunded Bonds on September 1, 2021.

* The CUSIP numbers are included solely for the convenience of the Holders of the Refunded Bonds. Neither the District nor the Trustee shall be responsible for any error of any nature relating to such numbers.

Dated this ___ day of _____, 2021.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee or Escrow Agent

EXHIBIT C

NOTICE OF REDEMPTION

BEAUMONT FINANCING AUTHORITY
20__ LOCAL AGENCY REVENUE BONDS, SERIES __
(IMPROVEMENT AREA NO. ___)

NOTICE IS HEREBY GIVEN to the owners of the above-captioned Bonds (the "Bonds") of the Beaumont Financing Authority (the "Authority") issued on _____, 20__ pursuant to the 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 Twenty-First Supplemental Indenture of Trust dated as of _____ 1, 20__, by and between the Authority and the Trustee, as successor trustee (as supplemented, the "Indenture"), that the Bonds listed below have been called for redemption on September 1, 2021 (the "Redemption Date").

Maturity Date (September 1)	***Par Amount***	***Interest Rate***	***CUSIP No.****	***Redemption Price***
	$		074406	
			074406	
			074406	
			074406	
			074406	
			074406	
			074406	

The Bonds will be payable on the Redemption Date at a redemption price of 100% of the principal amount plus accrued interest to such date (the "Redemption Price"). The Redemption Price of the Bonds will become due and payable on the Redemption Date. Interest with respect to the Bonds to be redeemed will cease to accrue on and after the Redemption Date, and such Bonds will be surrendered to the Trustee.

All Bonds are required to be surrendered to the principal corporate trust office of the Trustee, on the Redemption Date at the following location. If the Bonds are mailed, the use of registered, insured mail is recommended:

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, California 92626

If the Owner of any Bond subject to optional redemption fails to deliver such Bond to the Trustee on the Redemption Date, such Bond shall nevertheless be deemed redeemed on the Redemption Date and the Owner of such Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the Trustee for such payment.

A form W-9 must be submitted with the Bonds. Failure to provide a completed form W-9 will result in 31% backup withholding pursuant to the Interest and Dividend Tax Compliance Act of 1983. Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, 28% will be withheld if the tax identification number is not properly certified.

* The CUSIP numbers are included solely for the convenience of the Holders of the Bonds. Neither the Issuer nor the Trustee shall be responsible for any error of any nature relating to such numbers.

DATED this ___ day of _____, 2021

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee or Escrow Agent

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE-FULL BOOK ENTRY

Rating: S&P: "__" (Insured)
S&P: "__" (Underlying)
See the caption "MISCELLANEOUS—Ratings"

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is not excluded from gross income for federal income tax purposes but is exempt from State of California personal income tax. See the caption "LEGAL MATTERS — Tax Matters" with respect to tax consequences concerning the Bonds.

$18,880,000*
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)

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 seven outstanding series of bonds issued by the District, which, in turn, will effect a defeasance of certain outstanding 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 _____ 1, 2021 (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, 2022. 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 will remit 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 the Bonds will be guaranteed under an insurance policy to be issued concurrently with the issuance of the Bonds by [_____ (the "Insurer" or "___")]. The Insurer will also issue a debt service reserve insurance policy concurrently with the issuance of the Bonds to be credited to the Reserve Fund for the Bonds. 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 _____, 2021.

[STIFEL LOGO]

Dated: _____, 2021

* *Preliminary, subject to change*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

MATURITY SCHEDULE

$18,880,000*
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)

Serial Bonds

Maturity (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP*†

$_____ _____% Term Bonds due September 1, 20__ − Yield _____% − Price _____ - CUSIP† _____

* *Preliminary, subject to change*

† *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright(c) 2021 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the District, the City, or the Underwriter or their agents or counsel assumes responsibility for the accuracy of such numbers.*

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY

BOARD OF DIRECTORS

Mike Lara, Chair
Lloyd White, Vice Chair
David Fenn, Director
Julio Martinez, III, Director
Rey SJ Santos, Director

CITY OF BEAUMONT

CITY COUNCIL

Mike Lara, Mayor
Lloyd White, Mayor Pro-Tem
David Fenn, Member
Julio Martinez, III, Member
Rey SJ Santos, Member

CITY OFFICIALS

Todd Parton, City Manager
Kristine Day, Assistant City Manager
Jennifer Ustation, Finance Director

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

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, the Local Obligation Bond Indentures 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.

[_____ ("___")] makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, [___] 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 [___] supplied by [___] and presented under the heading "BOND INSURANCE" and Appendix H — "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]

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OFFICIAL STATEMENT

$18,880,000*
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)

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 $18,880,000* Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2021A (Federally Taxable) (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 four separate escrow funds (collectively, the "Escrow Funds") to be held by Wilmington Trust, National Association, as escrow agent (the "Escrow Agent") pursuant to four separate Escrow Agreements, each dated as of _____ 1, 2021 (collectively, the "Escrow Agreements") for the purpose of redeeming the Prior Improvement Area Bonds (as defined below); and

(ii) to purchase a municipal bond insurance policy (the "Policy") issued by [_____ (the "Insurer" or "___")] for the purpose of paying the principal of and interest on the Bonds when due; 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.

The Bonds; The Local Obligations

The Bonds. The Bonds are payable from "Revenues," as 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).

* *Preliminary, subject to change*

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. 7B: $1,635,000* City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 7B) (the "Improvement Area No. 7B 2021 Bonds") are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series C (Improvement Area No. 7B) (the "Prior 2012 Series C Bonds") and the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) (the "Prior 2012 Series D Bonds" and together with the Prior 2012 Series C Bonds, the "Prior Improvement Area No. 7B Bonds").

The refunding of the Prior Improvement Area No. 7B Bonds, together with the refunding of the Prior Improvement Area No. 7C Bonds (as defined below), will cause a simultaneous refunding of the Beaumont Financing Authority's 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7B and Improvement Area No. 7C) (the "Prior 2012C Authority Bonds"). The Improvement Area No. 7B 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 7B of the District ("Improvement Area No. 7B") on a parity with the District's Special Tax Bonds, 2018 Series A (Improvement Area No. 7B) currently outstanding in the principal amount of $2,045,000 (the "Improvement Area No. 7B 2018 Bonds" and together with the Improvement Area No. 7B 2021 Bonds, the "Improvement Area No. 7B Bonds"). See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS — Improvement Area No. 7B" herein.

Improvement Area No. 7C: $1,490,000* City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 7C) (the "Improvement Area No. 7C 2021 Bonds") are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2012 Series E (Improvement Area No. 7C) (the "Prior 2012 Series E Bonds") and the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series F (Improvement Area No. 7B) (the "Prior 2012 Series F Bonds" and together with the Prior 2012 Series E Bonds, the "Prior Improvement Area No. 7C Bonds").

As discussed above, the refunding of the Prior Improvement Area No. 7C Bonds, together with the refunding of the Prior Improvement Area No. 7B Bonds, will cause a simultaneous refunding of the Prior 2012C Authority Bonds. The Improvement Area No. 7C 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 7C of the District ("Improvement Area No. 7C"). See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS — Improvement Area No. 7C" herein.

Improvement Area No. 17A: $8,120,000* City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 17A) (the "Improvement Area No. 17A 2021 Bonds") are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series B (Improvement Area No. 17A) (the "Prior Improvement Area No. 17A Bonds.")

The refunding of the Prior Improvement Area No. 17A Bonds will cause a simultaneous refunding of the Beaumont Financing Authority's 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A) (the "Prior 2013B Authority Bonds"). The Improvement Area No. 17A 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 17A of the District ("Improvement Area No. 17A"). See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS — Improvement Area No. 17A" herein.

* *Preliminary, subject to change*

Improvement Area No. 19C: $5,005,000* City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 19C) (the "Improvement Area No. 19C 2021 Bonds") are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2013 Series A (Improvement Area No. 19C) (the "Prior Improvement Area No. 19C Bonds.")

The refunding of the Prior Improvement Area No. 19C Bonds will cause a simultaneous refunding of the Beaumont Financing Authority's 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) (the "Prior 2013A Authority Bonds"). The Improvement Area No. 19C 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 19C of the District ("Improvement Area No. 19C") on a parity with the District's Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C) currently outstanding in the principal amount of $12,129,618 (the "Improvement Area No. 19C 2017 Bonds" and together with the Improvement Area No. 19C 2021 Bonds, the "Improvement Area No. 19C Bonds"). See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS — Improvement Area No. 19C" herein.

Improvement Area No. 20: $2,630,000* City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 20) (the "Improvement Area No. 20 Bonds") are being issued by the District to refund the outstanding City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series B (the "Prior Improvement Area No. 20 Bonds," and together with the Prior Improvement Area No. 7B Bonds, the Prior Improvement Area No. 7C Bonds, the Prior Improvement Area No. 17A Bonds and the Prior Improvement Area No. 19C Bonds, the "Prior Improvement Area Bonds"). The Improvement Area No. 20 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 20 of the District ("Improvement Area No. 20").

The refunding of the Prior Improvement Area No. 20 Bonds will cause a simultaneous refunding of the Beaumont Financing Authority's 2012 Local Agency Revenue Bonds, Series B (Improvement Area No. 20) (the "Prior 2012B Authority Bonds" and together with the Prior 2012C Authority Bonds, the Prior 2013B Authority Bonds and the Prior 2013A Authority Bonds, the "Prior Authority Bonds"). See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS — Improvement Area No. 20" herein.

Improvement Area No. 7B, Improvement Area No. 7C, Improvement Area No. 17A, Improvement Area No. 19C and Improvement Area No. 20 are collectively referred to in this Official Statement as the "Improvement Areas."

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 _____ 1, 2021 (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"). The Improvement Area No. 7B 2021 Bonds are being issued pursuant to an Indenture of Trust dated January 15, 1994, as amended and supplemented, including as supplemented by a Thirty-Eighth Supplemental Indenture of Trust dated as of _____ 1, 2021, (together, the "Improvement Area No. 7B Indenture"), by and between the District and Wilmington Trust, National Association, as trustee (the "District Trustee").

* *Preliminary, subject to change*

The Improvement Area No. 7C 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of _____ 1, 2021, (the "Improvement Area No. 7C Indenture"), by and between the District and the District Trustee.

The Improvement Area No. 17A 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of _____ 1, 2021, (the "Improvement Area No. 17A Indenture"), by and between the District and the District Trustee.

The Improvement Area No. 19C 2021 Bonds are being issued pursuant to an Indenture of Trust dated January 15, 1994, as amended and supplemented, including as supplemented by a Thirty-Ninth Supplemental Indenture of Trust dated as of _____ 1, 2021, (together, the "Improvement Area No. 19C Indenture"), by and between the District and the District Trustee.

The Improvement Area No. 20 Bonds are being issued pursuant to a Bond Indenture, dated as of _____ 1, 2021 (the "Improvement Area No. 20 Indenture, and together with the Improvement Area No. 7B Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture and the Improvement Area No. 19C Indenture, the "Local Obligation Bond Indentures" and each, a "Local Obligation Bond Indenture"), by and between the District and 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 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 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 Improvement Area as a result of the levy of Special Taxes.

The Local Obligations are not cross-collateralized. In other words, Special Taxes from one Improvement Area cannot be used to cover any shortfall in the payment of debt service on the Local Obligation of another Improvement Area. However, the Reserve Fund held by the Trustee and funded with the deposit therein of the Reserve Policy will be available in the event of delinquent Revenues. See "SECURITY FOR THE BONDS — Reserve Fund" herein.

Description of the Bonds

Payments. Interest is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022. 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 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") 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 51,475 people as of January 1, 2020. 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 and the District. 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 and 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, Disclosure 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 Improvement Areas by not later than April 1 following the end of its fiscal year (which currently ends June 30), commencing with the report for the 2020-21 Fiscal Year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The first Annual Report will be due April 1, 2022. 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 each 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 SEC 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 Improvement Area Bonds. Certain proceeds of the Local Obligations together with funds on hand with the Trustee and the City 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 Improvement Area Bonds through the Redemption Date, and to redeem the remaining outstanding principal amount of the Prior Improvement Area Bonds on such date, as follows:

(a) Prior Improvement Area No. 7B Bonds and Prior Improvement Area No. 7C Bonds: Proceeds of the Improvement Area No. 7B 2021 Bonds and Improvement Area No. 7C 2021 Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 7B Bonds and Prior Improvement Area No. 7C Bonds will be used to defease the outstanding Prior Improvement Area No. 7B Bonds and Prior Improvement Area No. 7C Bonds and redeem the Prior Improvement Area No. 7B Bonds and the Prior Improvement Area No. 7C Bonds maturing on and after September 1, 2023 on September 1, 2022, 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. 17A Bonds: Proceeds of the Improvement Area No. 17A Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 17A Bonds will be used to defease the outstanding Prior Improvement Area No. 17A Bonds and redeem the Prior Improvement Area No. 17A Bonds maturing on and after September 1, 2024 on September 1, 2023, 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. 19C Bonds: Proceeds of the Improvement Area No. 19C Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 19C Bonds will be used to defease the outstanding Prior Improvement Area No. 19C Bonds and redeem the Prior Improvement Area No. 19C Bonds maturing on and after September 1, 2024 on September 1, 2023, 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. 20 Bonds: Proceeds of the Improvement Area No. 20 Bonds deposited into an Escrow Fund relating to the Prior Improvement Area No. 20 Bonds will be used to defease the outstanding Prior Improvement Area No. 20 Bonds and redeem the Prior Improvement Area No. 20 Bonds

maturing on and after September 1, 2023 on September 1, 2022, 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 Improvement Area Bonds and the Prior Authority Bonds also will be transferred to the Escrow Funds and be applied to the defeasance and redemption of the Prior Improvement Area Bonds. See "— Estimated Sources and Uses of Funds: Bonds and Local Obligations" below. See also "MISCELLANEOUS — Verification of Mathematical Accuracy" below.

The redemption of the Prior Improvement Area Bonds will cause a simultaneous redemption of the Prior Authority Bonds.

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 Improvement Area Bonds and the Prior Authority Bonds are as follows:

	Total
Sources:	
Principal Amount of the Bonds	$
Less Underwriter's Discount	
Total Sources	$
Uses:	
Purchase of Local Obligations [(1)(2)]	$
Total Uses	$

(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 Improvement Area Bonds, together with Bond proceeds received from the Authority from the purchase of the Local Obligations, to the Escrow Funds to defease the Prior Improvement Area 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 Improvement Area'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:

	Improvement Area No. 7B	***Improvement Area No. 7C***	***Improvement Area No. 17A***	***Improvement Area No. 19C***	***Improvement Area No. 20***
Sources					
Principal Amount	$	$	$	$	$
Plus Prior Funds on Hand					
Less Underwriter's Discount	()	()	()	()	()
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, printing costs, the premium for the Policy and the Reserve Policy, and other related costs.

BOND INSURANCE

The information under this caption has been prepared by [_____] for inclusion in this Official Statement. None of the Authority, the District or the Underwriter has reviewed this information, nor do such entities make any representation with respect to the accuracy or completeness thereof or any information incorporated by reference. The following information is not complete and reference is made to Appendix H for a specimen of the Policy.

Bond Insurance Policy

Concurrently with the issuance of the Bonds, [_____ ("___")] will issue its Municipal Bond Insurance Policy for the Bonds. The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as Appendix H to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under _____ insurance law.

[_____].

[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, 2022 (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 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, 2022 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 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 a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

[*] *Preliminary, subject to change*

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.

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 an Improvement Area 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 thereof, plus a premium expressed below as a percentage of the principal amount so redeemed, plus accrued interest to the date of redemption thereof:

Redemption Dates	***Premium***
Any Interest Payment Date through and including March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") 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 Term Bonds to be redeemed, together with accrued interest to the date of redemption, without premium, as follows:

Redemption Date (September 1)	***Redemption Amount***

In the event that the Term Bonds are redeemed pursuant to the optional or special redemption provisions described above, the sinking fund payments for the Term Bonds will be reduced as nearly as practicable on a proportionate basis in integral multiples of $5,000.

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 the notice of redemption.

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 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 in Appendix B) 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.

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 the 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.

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.

Bonds Mutilated, Lost, Destroyed or Stolen.

If any Bond becomes mutilated, the Authority, at the expense of the Owner of said Bond, will execute, and the Trustee will 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 will be cancelled by it and destroyed in accordance with the retention policy of the Trustee then in effect. If any Bond issued under the Indenture is 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 will be given, at the expense of the Bond Owner, the Authority will execute, and the Trustee will 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 has matured or has 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 the Indenture and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued in lieu of any Bond alleged to be lost, destroyed or stolen will 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 will be equally and proportionately entitled to the benefits of the Indenture with all other Bonds secured by the Indenture.

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 the same dates as the Bonds. The following table presents the debt service schedule for the Bonds, assuming there are no early redemptions of Bonds prior to maturity:

TABLE 1

ANNUALIZED DEBT SERVICE SCHEDULE FOR THE BONDS

Year Ending September 1	***Principal***	***Interest***	***Total Debt Service***
Total			

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, other than from sinking fund payments.

TABLE 2

ANNUALIZED DEBT SERVICE SCHEDULE FOR THE LOCAL OBLIGATIONS

Bond Year Ending September 1	***Improvement Area No. 7B Debt Service***	***Improvement Area No. 7C Debt Service***	***Improvement Area No. 17A Debt Service***	***Improvement Area No. 19C Debt Service***	***Improvement Area No. 20 Debt Service***	***Total Revenues[(1)]***	***Total Debt Service on the Bonds***
Total							

[(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 Improvement Area, 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 110% of debt service payable with respect to each series of Local Obligations. See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS." However, under the Mello-Roos Act, 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. See "SECURITY FOR THE LOCAL OBLIGATIONS."

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 and amounts in certain funds and accounts 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 is 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 be first applied to make payments of past due interest and principal of the Bonds and next to be deposited to the Reserve Fund to replenish the amount on deposit therein to the Reserve Requirement, or to reimburse the Insurer for Policy Costs.

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 District continues 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, or amounts are due to an insurer under a Reserve Credit Facility, after making deposits required into the Interest Account and the Principal Account, the Trustee shall transfer from the Revenue Fund (A) first, an amount sufficient to reimburse an insurer for amounts owed under a Reserve Credit Facility by depositing the amount necessary to reimburse such insurer for amounts owed under the applicable Reserve Credit Facility; and (B) second, 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 Improvement Area.

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.

Surplus Fund. On September 1 of each year, after making the deposits described above, and upon reimbursement to the Insurer for any amounts owed under the Insurance Policy, 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 in the amount of $_____ shall be deposited into the Reserve Fund in an amount equal to the Reserve Requirement. Each Local Obligation's share shall initially be as follows:

- $_____ in the Improvement Area No. 7B Account
- $_____ in the Improvement Area No. 7C Account
- $_____ in the Improvement Area No. 17A Account
- $_____ in the Improvement Area No. 19C Account
- $_____ in the Improvement Area No. 20 Account

The aggregate of the foregoing amounts is equal to the Reserve Requirement as of the date of issuance of the Bonds, which is 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. Pursuant to the Indenture, 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. 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 an Improvement Area as a result of a reduction in the Reserve Requirement resulting from the redemption of the Local Obligations relating to such Improvement Area 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 Insurer to reimburse it for all Policy Costs due as a result of a draw on the Reserve Policy and reimbursement of amounts with respect to any other Reserve Credit Facility due as a result of delinquencies on the Local Obligations with respect to such Improvement Area.

Second, 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.

Third, 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.

Fourth, after making all deposits pursuant to the three steps above, 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 (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) shall have occurred and be continuing with respect to the Bonds or any of the Local Obligations unless such Event of Default shall be cured upon the issuance of the Additional Bonds.

(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 Improvement Area 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 Improvement Area 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 Improvement Area and other amounts in the applicable Special Tax Fund.

The "Special Taxes" for each Improvement Area are levied and collected according to the rate and method of apportionment (each, a "Rate and Method") established for such Improvement Area. See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS" and Appendix D — "RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE IMPROVEMENT AREAS."

The Local Obligations are not cross-collateralized. In other words, Special Taxes collected in one Improvement Area cannot be used to cover any shortfall in the payment of debt service on the Local Obligations of another Improvement Area. 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.

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.

However, under the Mello-Roos 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 an 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 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 Improvement Area in the fiscal year following such delinquencies by more than 10% on the residential units. See "SPECIAL RISK FACTORS — Special Tax Delinquencies."

Improvement Area No. 7B Indenture

Under the Improvement Area No. 7B Indenture, "Net Taxes" (and referred to herein as the "Net Special Taxes") pledged by the District to the Improvement Area No. 7B Bonds is defined in the Improvement Area No. 7B Indenture as the "Gross Taxes" (referred to herein as the "Gross Special Taxes") minus a certain amount of Administrative Expenses (the "Priority Administrative Expenses"). Priority Administrative Expenses are equal to $20,000.

"Gross Special Taxes" is defined in the Improvement Area No. 7B Indenture as the amount of Special Taxes for Improvement Area No. 7B and proceeds from the sale of property collected pursuant to the foreclosure provisions of the Improvement Area No. 7B Indenture for the delinquency of such Special Taxes and proceeds from any security for payment of Special Taxes for Improvement Area No. 7B taken in lieu of foreclosure.

At such time as the County Auditor-Controller of the County makes an apportionment of tax revenues, including Special Taxes of Improvement Area No. 7B and other amounts constituting Gross Special Taxes, if any, and such apportionment is transferred to the District Trustee on behalf of the District for Improvement Area No. 7B (any such apportionment being hereinafter referred to as an "Apportionment"), the Trustee shall deposit such Apportionment and any other amounts constituting Gross Taxes in the Special Tax Fund for Improvement Area No. 7B, to be held in trust by the District Trustee and transferred and deposited into the following respective accounts and Funds 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 Special Taxes for Improvement Area No. 7B 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:

(1) The Administrative Expenses Fund;

(2) The Interest Account of the Bond Fund;

(3) The Principal Account of the Bond Fund;

(4) The Sinking Account of the Bond Fund;

(5) The applicable Reserve Account of the Bond Fund and to any other reserve fund or account established in connection with or allocated to the Improvement Area No. 7B Bonds (including the Reserve Fund established under the Indenture;

(6) The Rebate Fund; and

(7) The Residual Fund.

Improvement Area No. 7C Indenture

Under the Improvement Area No. 7C Indenture, the "Net Special Taxes" pledged by the District to the Improvement Area No. 7C Bonds (and any related Local Obligation Parity Bonds) is defined in the Improvement Area No. 7C Indenture as "Gross Special Taxes" minus amounts set aside to pay Priority Administrative Expenses.

"Gross Special Taxes" is defined in the Improvement Area No. 7C Indenture as the amount of all Special Taxes received by the District for Improvement Area No. 7C, 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 Improvement Area No. 7C, which expenses total up to $30,000 for Improvement Area No.7C in each Fiscal Year.

The District may, in its sole discretion, fund additional Administrative Expenses for Improvement Area No. 7C, without limitation, from Special Taxes collected within Improvement Area No. 7C not otherwise required to be transferred to the District Trustee and from moneys held in the Administrative Expense Fund held under the Improvement Area No. 7C Indenture.

The District covenants in the Improvement Area No. 7C Indenture that it will receive all Net Special Taxes in trust for the Owners of the Improvement Area No. 7C Bonds, and will instruct the Treasurer to deposit Net Special Taxes for Improvement Area No. 7C with the District Trustee as required by the Improvement Area No. 7C Indenture, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by the Improvement Area No. 7C Indenture.

Except for the portion of any prepayment of Special Taxes to be deposited into the Redemption Account established under the Improvement Area No. 7C Indenture, the District Trustee under the Improvement Area No. 7C Indenture will, on each date on which the Special Taxes of Improvement Area No. 7C 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 Improvement Area No. 7C Bonds. The District Trustee will transfer such Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Improvement Area No. 7C 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 and to such reserve accounts

for Local Obligation Parity Bonds to replenish the amounts therein to the applicable reserve requirements;

(5) The Redemption Account of the Special Tax Fund; and

(6) The District Surplus Fund.

The Improvement Area No. 7C 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 Improvement Area No. 7C Bonds or any related Local Obligation Parity Bonds and may be used by the District for any lawful purpose.

Improvement Area No. 17A Indenture

Under the Improvement Area No. 17A Indenture, the "Net Special Taxes" pledged by the District to the Improvement Area No. 17A Bonds (and any related Local Obligation Parity Bonds) is defined in the Improvement Area No. 17A Indenture as "Gross Special Taxes" minus amounts set aside to pay Priority Administrative Expenses.

"Gross Special Taxes" is defined in the Improvement Area No. 17A Indenture as the amount of all Special Taxes received by the District for Improvement Area No. 17A, 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 Improvement Area No. 17A, which expenses total up to $30,000 for Improvement Area No. 17A in each Fiscal Year.

The District may, in its sole discretion, fund additional Administrative Expenses for Improvement Area No. 17A, without limitation, from Special Taxes collected within Improvement Area No. 17A not otherwise required to be transferred to the District Trustee and from moneys held in the Administrative Expense Fund held under the Improvement Area No. 17A Indenture.

The District covenants in the Improvement Area No. 17A Indenture that it will receive all Net Special Taxes in trust for the Owners of the Improvement Area No. 17A Bonds, and will instruct the Treasurer to deposit Net Special Taxes for Improvement Area No. 17A with the District Trustee as required by the Improvement Area No. 17A Indenture, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by the Improvement Area No. 17A Indenture.

Except for the portion of any prepayment of Special Taxes to be deposited into the Redemption Account established under the Improvement Area No. 17A Indenture, the District Trustee under the Improvement Area No. 17A Indenture will, on each date on which the Special Taxes of Improvement Area No. 17A 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 Improvement Area No. 17A Bonds. The District Trustee will transfer such Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Improvement Area No. 17A 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 and to such reserve accounts for Local Obligation Parity Bonds to replenish the amounts therein to the applicable reserve requirements;

(5) The Redemption Account of the Special Tax Fund; and

(6) The District Surplus Fund.

The Improvement Area No. 17A 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 Improvement Area No. 17A Bonds or any related Local Obligation Parity Bonds and may be used by the District for any lawful purpose.

Improvement Area No. 19C Indenture

Under the Improvement Area No. 19C Indenture, "Net Taxes" (and referred to herein as the "Net Special Taxes") pledged by the District to the Improvement Area No. 19C Bonds is defined in the Improvement Area No. 19C Indenture as the "Gross Taxes" (referred to herein as the "Gross Special Taxes") minus Priority Administrative Expenses. Administrative Expenses are estimated not to exceed $30,000 for Improvement Area No. 19C each Fiscal Year.

"Gross Special Taxes" is defined in the Improvement Area No. 19C Indenture as the amount of Special Taxes for Improvement Area No. 19C and proceeds from the sale of property collected pursuant to the foreclosure provisions of the Improvement Area No. 19C Indenture for the delinquency of such Special Taxes and proceeds from any security for payment of Special Taxes for Improvement Area No. 19C taken in lieu of foreclosure.

At such time as the County Auditor-Controller of the County makes an apportionment of tax revenues, including Special Taxes of Improvement Area No. 19C and other amounts constituting Gross Special Taxes, if any, and such apportionment is transferred to the District Trustee on behalf of the District for Improvement Area No. 19C (any such apportionment being hereinafter referred to as an "Apportionment"), the Trustee shall deposit such Apportionment and any other amounts constituting Gross Taxes in the Special Tax Fund for Improvement Area No. 19C, to be held in trust by the District Trustee and transferred and deposited into the following respective accounts and Funds 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 Special Taxes for Improvement Area No. 19C 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:

(1) The Administrative Expenses Fund;

(2) The Interest Account of the Bond Fund;

(3) The Principal Account of the Bond Fund;

(4) The Sinking Account of the Bond Fund;

(5) The applicable Reserve Account of the Bond Fund and to any other reserve fund or account established in connection with or allocated to the Improvement Area No. 19C Bonds (including the Reserve Fund established under the Indenture;

(6) The Rebate Fund; and

(7) The Residual Fund.

Improvement Area No. 20

Under the Improvement Area No. 20 Indenture, the "Net Special Taxes" pledged by the District to the Improvement Area No. 20 Bonds (and any related Local Obligation Parity Bonds) is defined in the Improvement Area No. 20 Indenture as "Gross Special Taxes" minus amounts set aside to pay Priority Administrative Expenses.

"Gross Special Taxes" is defined in the Improvement Area No. 20 Indenture as the amount of all Special Taxes received by the District for Improvement Area No. 20, 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 Improvement Area No. 20, which expenses total up to $30,000 for Improvement Area No. 20 in each Fiscal Year.

The District may, in its sole discretion, fund additional Administrative Expenses for Improvement Area No. 20, without limitation, from Special Taxes collected within Improvement Area No. 20 not otherwise required to be transferred to the District Trustee and from moneys held in the Administrative Expense Fund held under the Improvement Area No. 20 Indenture.

The District covenants in the Improvement Area No. 20 Indenture that it will receive all Net Special Taxes in trust for the Owners of the Improvement Area No. 20 Bonds, and will instruct the Treasurer to deposit Net Special Taxes for Improvement Area No. 20 with the District Trustee as required by the Improvement Area No. 20 Indenture, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by the Improvement Area No. 20 Indenture.

Except for the portion of any prepayment of Special Taxes to be deposited into the Redemption Account established under the Improvement Area No. 20 Indenture, the District Trustee under the Improvement Area No. 20 Indenture will, on each date on which the Special Taxes of Improvement Area No. 20 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 Improvement Area No. 20 Bonds. The District Trustee will transfer such Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Improvement Area No. 20 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 and to such reserve accounts for Local Obligation Parity Bonds to replenish the amounts therein to the applicable reserve requirements;

(5) The Redemption Account of the Special Tax Fund; and

(6) The District Surplus Fund.

The Improvement Area No. 20 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 Improvement Area No. 20 Bonds or any related Local Obligation Parity Bonds and may be used by the District for any lawful purpose.

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 IMPROVEMENT AREAS — The Improvement Areas 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.

Improvement Area No. 7B Indenture. The City Council, on behalf of the District, will, levy the Special Tax in Improvement Area No. 7B in an amount sufficient to pay the principal or Accreted Value of and interest on the Improvement Area No. 7B Bonds and any related Local Obligation Parity Bonds as provided in the proceedings and the Administrative Expenses relating to Improvement Area No. 7B due or coming due, plus the amount, if any, necessary to replenish the Reserve Account to an amount equal to the Reserve Requirement allocated to Improvement Area No. 7B, if any, and to pay all Policy Costs and any other amounts owed the Insurer under the Insurance Policy pursuant to the Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Improvement Area No. 7B 2021 Bonds, so long as any Improvement Area No. 7B Bonds and any related Local Obligation Parity Bonds are Outstanding; provided, that the amount of the Special Tax will not exceed the maximum amounts specified in the Rate and Method for Improvement Area No. 7B Bonds.

Improvement Area No. 7C Indenture. So long as any Improvement Area No. 7C 2021 Bonds or related Local Obligation Parity Bonds are Outstanding, the legislative body of the District will levy the related Special Tax in Improvement Area No. 7C (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 Improvement Area No. 7C 2021 Bonds and any such related Local Obligation Parity Bonds when due, the Administrative Expenses and any amounts required to replenish such District's allocable share of the Reserve Requirement for Improvement Area No. 7C and to pay all Policy Costs and any other amounts owed the Insurer under the Insurance Policy pursuant to the Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Improvement Area No. 7C 2021 Bonds. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy for Improvement Area No. 7C or the District's authority to levy the Special Tax for so long as the Improvement Area No. 7C 2021 Bonds and any related Local Obligation Parity Bonds are outstanding.

Improvement Area No. 17A Indenture. So long as any Improvement Area No. 17A 2021 Bonds or related Local Obligation Parity Bonds are Outstanding, the legislative body of the District will levy the related Special Tax in Improvement Area No. 17A (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 Improvement Area No. 17A 2021 Bonds and any such related Local Obligation Parity Bonds when due, the Administrative Expenses and any amounts required to replenish such District's allocable share of the Reserve Requirement for Improvement Area No. 17A and to pay all Policy Costs and any other amounts owed the Insurer under the Insurance Policy pursuant to the Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Improvement Area No. 17A 2021 Bonds. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy for Improvement Area No. 17A or the District's authority to levy the Special Tax for so long as the Improvement Area No. 17A 2021 Bonds and any related Local Obligation Parity Bonds are outstanding.

Improvement Area No. 19C Indenture. The City Council, on behalf of the District, will, levy the Special Tax in Improvement Area No. 19C in an amount sufficient to pay the principal or Accreted Value of and interest on the Improvement Area No. 19C Bonds and any related Local Obligation Parity Bonds as provided in the proceedings and the Administrative Expenses relating to Improvement Area No. 19C due or coming due, plus the amount, if any, necessary to replenish the Reserve Account to an amount equal to the Reserve Requirement allocated to Improvement Area No. 19C, if any, and to pay all Policy Costs and any other amounts owed the Insurer under the Insurance Policy pursuant to the Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Improvement Area No. 19C 2021 Bonds, so long as any Improvement Area No. 19C Bonds and any related Local Obligation Parity Bonds are Outstanding; provided, that the amount of the Special Tax will not exceed the maximum amounts specified in the Rate and Method for Improvement Area No. 19C Bonds.

Improvement Area No. 20 Indenture. So long as any Improvement Area No. 20 2021 Bonds or related Local Obligation Parity Bonds are Outstanding, the legislative body of the District will levy the related Special Tax in Improvement Area No. 20 (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 Improvement Area No. 20 2021 Bonds and any such related Local Obligation Parity Bonds when due, the Administrative Expenses and any amounts required to replenish such District's allocable share of the Reserve Requirement for Improvement Area No. 20 and to pay all Policy Costs and any other amounts owed the Insurer under the Insurance Policy pursuant to the Indenture, to the extent such amounts are owed as a result of payments made under the Insurance Policy resulting from a default on the Improvement Area No. 20 2021 Bonds. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy for Improvement Area No. 20 or the District's authority to levy the Special Tax for so long as the Improvement Area No. 20 2021 Bonds and any related Local Obligation Parity Bonds are outstanding.

Commence Foreclosure Proceedings.

Improvement Area No. 7B Indenture. The District covenants with and for the benefit of the Owners of the Improvement Area No. 7B Bonds and the landowners of Improvement Area No. 7B securing the Improvement Area No. 7B Bonds that it will review the public records of the County of Riverside, California, in connection with the collection of the Special Tax not later than July 1 of each year to determine the amount of Special Tax collected in the prior Fiscal Year; and with respect to individual delinquencies within Improvement Area No. 7B, if the District determines that any single property owner subject to the Special Tax within Improvement Area No. 7B is delinquent in the payment of Special Taxes in the aggregate of $2,500 or more or that as to any single parcel the delinquent Special Taxes represent more than 5% of the aggregate Special Taxes within Improvement Area No. 7B, then the District will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereat) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) the District will cause judicial foreclosure proceedings to be filed in the superior court within ninety (90) days of such determination against all properties for which the Special Taxes remain delinquent.

Improvement Area No. 7C Indenture. The District covenants for the benefit of the Owners of the Improvement Area No. 7C 2021 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, (ii) will commence judicial foreclosure proceedings against all parcels in Improvement Area No. 7C 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 into 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 Improvement Area No. 7C 2021 Bonds and any related Local Obligation Parity Bonds, to bring the amount on deposit in the Improvement Area No. 7C Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Improvement Area No. 7C 2021 Bonds and any related Local Obligation Parity Bonds

Improvement Area No. 17A Indenture. The District covenants for the benefit of the Owners of the Improvement Area No. 17A 2021 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, (ii) will commence judicial foreclosure proceedings against all parcels in Improvement Area No. 17A 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 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 Improvement Area No. 17A 2021 Bonds and any related Local Obligation Parity Bonds, to bring the amount on deposit in the Improvement Area No. 17A Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Improvement Area No. 17A 2021 Bonds and any related Local Obligation Parity Bonds

Improvement Area No. 19C Indenture. The District covenants with and for the benefit of the Owners of the Improvement Area No. 19C Bonds and the landowners of Improvement Area No. 19C securing the Improvement Area No. 19C Bonds that it will review the public records of the County of Riverside, California, in connection with the collection of the Special Tax not later than July 1 of each year to determine the amount of Special Tax collected in the prior Fiscal Year; and with respect to individual delinquencies within Improvement Area No. 19C, if the District determines that any single property owner subject to the Special Tax within Improvement Area No. 19C is delinquent in the payment of Special Taxes in the aggregate of $2,500 or more or that as to any single parcel the delinquent Special Taxes represent more than 5% of the aggregate Special Taxes within Improvement Area No. 19C, then the District will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereat) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) the District will cause judicial foreclosure proceedings to be filed in the superior court within ninety (90) days of such determination against all properties for which the Special Taxes remain delinquent.

Improvement Area No. 20 Indenture. The District covenants for the benefit of the Owners of the Improvement Area No. 20 2021 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, (ii) will commence judicial foreclosure proceedings against all parcels in Improvement Area No. 20 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 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 Improvement Area No. 20 2021 Bonds and any related Local Obligation Parity Bonds, to bring the amount on deposit in the Improvement Area No. 20 Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Improvement Area No. 20 2021 Bonds and any related Local Obligation Parity Bonds

Reduction of Maximum Special Taxes. The District will find and determine under each Local Obligation Bond Indenture that, historically, delinquencies in the payment of special taxes authorized pursuant to the Mello-Roos 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 will 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 will 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 Administrative Expenses for such Bond Year (which is $20,000 for Improvement Area No. 7B and $30,000 each for the other Improvement Areas) 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 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 IMPROVEMENT AREAS

The Improvement Areas in the Aggregate

Introduction. Set forth under this caption is certain information describing the Improvement Areas in the aggregate and separate sections on each of them. Although the Authority believes the information with respect to the Improvement Areas, 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 Improvement Area 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 Improvement Area 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 Improvement Area and that any such parcel may have a value-to-lien ratio less than the overall value-to-lien ratio for such Improvement Area and less than the value-to-lien ratio of the Improvement Areas in the aggregate.

Property Values & Development Status. The most recent aggregate assessed value reported by the County Assessor for the property in the Improvement Areas subject to the Special Taxes for the Fiscal Year 2020-21 was $597,686,057. Each of the Improvement Areas is built-out, with a total of 1,813 single family residences subject to the Special Taxes, though the Special Taxes recorded against 11 parcels within Improvement Area No. 7B have been partially prepaid.

Value-To-Lien Ratios. The aggregate assessed value of all of the taxable property in the Improvement Areas, as established by the County Assessor for Fiscal Year 2020-21, was $597,686,057. The aggregate principal amount of the Local Obligations is $18,880,000[*]. The following tables set forth the aggregate assessed value-to-lien ratios of all the taxable property in the Improvement Areas based on Fiscal Year 2020-21 assessed values of the Improvement Areas and the total direct and overlapping land-secured debt allocable to the Improvement Areas, including the Local Obligations.

[*] *Preliminary, subject to change*

TABLE 3

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
VALUE-TO-LIEN STRATIFICATION BASED ON
ASSESSED VALUE OF THE IMPROVEMENT AREAS IN THE AGGREGATE*

Assessed Value-to-Lien[(1)]	*No. of Parcels*	*Percent of Total Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*	*Percent of Projected Fiscal Year 2021-22 Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of 2021 Series Proposed Debt*	*Parity Bonds*[(4)]	*Total Bonds*	*Aggregate Value-to-Lien Ratio*
Less than 5.00:1[(2)]	4	0.22%	$ 8,629	0.27%	$ 13,406	0.29%	$ 398,741	0.07%	$ 32,794	$ 60,555	$ 93,349	4.27:1
5.00:1 to 9.99:1	104	5.74	245,082	7.75	353,602	7.60	22,001,405	3.68	1,433,134	1,073,049	2,506,183	8.78:1
10.00:1 to 19.99:1	974	53.72	2,165,755	68.48	3,245,438	69.71	321,941,452	53.86	10,228,667	12,061,226	22,289,893	14.44:1
20.00:1 to 29.99:1	405	22.34	604,026	19.10	867,967	18.64	150,423,969	25.17	5,693,527	959,658	6,653,186	22.61:1
30.00:1 to 39.99:1	1	0.06	419	0.01	524	0.01	143,915	0.02	4,537	0	4,537	31.72:1
40.00:1 to 49.99:1	6	0.33	2,872	0.09	3,589	0.08	1,503,081	0.25	31,081	0	31,081	48.36:1
50.00:1 to 59.99:1	64	3.53	28,080	0.89	35,278	0.76	17,098,566	2.86	301,079	3,660	304,739	56.11:1
Greater than 59.99:1[(3)]	255	14.07	107,913	3.41	135,696	2.91	84,174,928	14.08	1,155,182	16,470	1,171,651	71.84:1
Totals	**1813**	**100.00%**	**$ 3,162,777**	**100.00%**	**$ 4,655,500**	**100.00%**	**$597,686,057**	**100.00%**	**$18,880,000**	**$14,174,618**	**$33,054,618**	**18.08:1**

* *Preliminary, subject to change*

(1) Assessed value-to-lien based upon the par amount of the Bonds.

(2) Minimum estimated value-to-lien is 4.08:1*.

(3) Highest estimated value-to-lien is 97.34:1*.

(4) Consists of the Improvement Area No. 7B 2018 Bonds and the Improvement Area No. 19C Series 2017 Bonds.

Source: Webb Municipal Finance, LLC.

Table 4 sets forth the total number of dwelling units will be levied to pay debt service on the Local Obligations by Bond Year through September 1, 2039, the final maturity of the Bonds.

TABLE 4

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
THE IMPROVEMENT AREAS IN THE AGGREGATE
BY BOND YEAR

Bond Year Ending September 1,	*No. of Improvement Areas*	*Share of Bonds*	*Dwelling Units*	*Fiscal Year 2020-21 Assessed Value*	*Total Overlapping Debt[(1)]**	*Assessed Value-to-Lien Ratio**
2021	5	100%	1,813	$597,686,057	$33,054,618	18.08:1
2022	5	100	1,813	597,686,057	33,054,618	18.08:1
2023	5	100	1,813	597,686,057	33,054,618	18.08:1
2024	5	100	1,813	597,686,057	33,054,618	18.08:1
2025	5	100	1,813	597,686,057	33,054,618	18.08:1
2026	5	100	1,813	597,686,057	33,054,618	18.08:1
2027	5	100	1,813	597,686,057	33,054,618	18.08:1
2028	5	100	1,813	597,686,057	33,054,618	18.08:1
2029	5	100	1,813	597,686,057	33,054,618	18.08:1
2030	5	100	1,813	597,686,057	33,054,618	18.08:1
2031	5	100	1,813	597,686,057	33,054,618	18.08:1
2032	5	100	1,813	597,686,057	33,054,618	18.08:1
2033	5	100	1,813	597,686,057	33,054,618	18.08:1
2034	5	100	1,813	597,686,057	33,054,618	18.08:1
2035	4	57	1,328	433,454,820	24,934,618	17.38:1
2036	3	43	1,222	404,013,699	22,304,618	18.11:1
2037	2	17	554	172,695,003	5,170,000	33.40:1
2038	2	17	554	172,695,003	5,170,000	33.40:1
2039	2	17	554	172,695,003	5,170,000	33.40:1

* *Preliminary, subject to change*

(1) Includes the Local Obligations and all other outstanding and overlapping land secured debt, which consists of the Improvement Area No. 7B 2018 Bonds and the Improvement Area No. 19C 2017 Bonds.

Source: Webb Municipal Finance, LLC.

TABLE 5

BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
IMPROVEMENT AREAS IN THE AGGREGATE
ASSESSED VALUE-TO-LIEN RATIOS

Community Facilities District No. 93-1 Improvement Area	*Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of Bonds**	*Allocation of Parity Bonds*	*Total Allocation of Outstanding Debt(1) **	*Percent of Debt**	*Aggregate Value-to-Lien Ratio**
Improvement Area 7B	236	$ 298,065	$ 475,196	$ 71,950,712	12.04%	$ 1,635,000	$ 2,045,000	$ 3,680,000	11.13%	19.55:1
Improvement Area 7C	318	137,663	172,051	100,744,291	16.86	1,490,000	0	1,490,000	4.51	67.61:1
Improvement Area 17A	485	764,003	1,062,050	164,231,237	27.48	8,120,000	0	8,120,000	24.57	20.23:1
Improvement Area 19C	668	1,708,843	2,618,795	231,318,696	38.70	5,005,000	12,129,618	17,134,618	51.84	13.50:1
Improvement Area 20	106	254,203	327,409	29,441,121	4.93	2,630,000	0	2,630,000	7.96	11.19:1
Total	**1813**	**$ 3,162,777**	**$4,655,500**	**$ 597,686,057**	**100.00%**	**$18,880,000**	**$14,174,618**	**$33,054,618**	**100.00%**	**18.08:1**

* *Preliminary, subject to change.*

(1) Outstanding debt for Improvement Area No. 7B includes the Improvement Area No. 7B 2018 Bonds, and the Improvement Area No. 7B 2021 Bonds. The outstanding debt for Improvement Area No. 19C includes the Improvement Area No. 19C 2017 Bonds, and the Improvement Area No. 19C 2021 Bonds.

Source: Webb Municipal Finance, LLC.

Average Effective Tax Rates. The projected average effective tax rate for the parcels within the Improvement Areas ranges from approximately 1.60% to 2.35%.

Top Taxpayers within the Improvement Areas. One entity, B&F Commercial Properties, owns 17 parcels within Improvement Area No. 17A and is projected to be responsible for 3.84% of the Fiscal Year 2021-22 Special Tax levy within Improvement Area No. 17A. No other entity owns more than 3 parcels within any one Improvement Area and no single taxpayer is projected to be responsible for more than 0.94% of Fiscal Year 2021-22 Special Taxes within any one Improvement Area. See Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS."

Delinquencies. Special Taxes were levied against 1,813 parcels in the Improvement Areas in Fiscal Year 2020-21. As of May 12, 2021, 37 of the property owners were delinquent in the payment of the Fiscal Year 2020-21 Special Tax levy. For the Special Tax levies, collections and delinquency rates for the last five fiscal years in each of the Improvement Areas see Appendix A — "INFORMATION REGARDING THE IMPROVEMENT AREAS."

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 6

Beaumont Public Improvement Authority
Summary of the Local Obligations

District	*Maturity Date (September 1)*	*Principal Amount*[*]
Improvement Area No. 7B	2039	$ 1,635,000
Improvement Area No. 7C	2039	1,490,000
Improvement Area No. 17A	2034	8,120,000
Improvement Area No. 19C	2036	5,005,000
Improvement Area No. 20	2035	2,630,000
Total		**$ 18,880,000**

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 Improvement Areas to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the District to make full and punctual payments of debt service on the Local Obligations which comprise the Revenues 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 Improvement Areas. See "—Property Values" and "—Limited Secondary Market."

[*] *Preliminary, subject to change*

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 Improvement Areas, 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 Improvement Areas, 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.

COVID-19 (Coronavirus) Pandemic

The spread of the novel strain of coronavirus called COVID-19 is having significant negative impacts throughout the world, including in the State, the County and the City. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the County, State and the United States. The purposes behind these declarations are to coordinate and formalize emergency actions across federal, state and local governmental agencies, and to proactively prepare for a wider spread of the virus. There have been thousands of confirmed cases of COVID-19 in the County, and confirmed cases of COVID-19 are growing throughout the State and health officials are expecting the number of confirmed cases to continue to grow.

The COVID-19 outbreak is ongoing, and the ultimate duration and severity of the outbreak and actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate adverse impact of COVID-19 on the City, the District and homeowners' willingness and ability to pay Special Tax when due, and the real estate market in general is currently unknown, however such impacts could be material and adverse if the pandemic has a lasting impact the economy.

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 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 Improvement Areas 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 Improvement Areas 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 Improvement Areas

The Local Obligations are not cross-collateralized. In other words, the Special Taxes from one Improvement Area cannot be used directly to cover any shortfall in the payment of debt service on the Local Obligations of another Improvement Area. 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."

Varying Maturities of the Local Obligations

The Local Obligations mature at different times. Because the Bonds are payable solely from moneys received by the Authority as debt service on the Local Obligations, the credit quality of the Bonds at any one time depends upon the credit quality of the remaining outstanding Local Obligations. Additionally, because certain Local Obligations mature earlier than others, the Bonds remaining outstanding at that time would be payable from Local Obligations secured by fewer Improvement Areas (for example, only Improvement Areas No. 7B and 7C after 2036). See Table 6 for the varying maturities of each issue of Local Obligations. See also "THE IMPROVEMENT AREAS."

Potential Early Redemption of Bonds from Prepayments or Other Sources

Property owners within the Improvement Areas 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. 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.*"

Cybersecurity

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the City is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or

individuals may attempt to gain unauthorized access to the City's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, the City has not experienced an attack on its computer operating systems which resulted in a breach of its cybersecurity systems that are in place. However, no assurances can be given that the City's efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the City.

Property Values

The value of property within the Improvement Areas 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 Improvement Areas 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 Improvement Areas which is the security for the Local Obligations, which secure the Bonds. As discussed herein, many factors could adversely affect property values within the Improvement Areas. See "—COVID-19 (Coronavirus) Pandemic" above.

Natural Disasters

The land within the Improvement Areas, 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 Improvement Areas. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. The property within the Improvement Areas is not located in an Alquist Priolo Earthquake Study Zone though it is located in close proximity to the San Andreas Fault. The Improvement Areas 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 Improvement Areas 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 Improvement Areas and in the ability or willingness of property owners to pay Special Taxes.

Western Riverside County, in which the Improvement Areas 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 Improvement Areas 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 Improvement Areas, and the coverage provided by such insurance typically insures against fire damage, although there is no assurance that homeowners within the Improvement Areas 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 Improvement Areas. 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 Improvement Areas 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 Improvement Areas; however, such entities have not conducted any investigation with respect to hazardous substances within the Improvement Areas.

Parity Taxes and Special Assessments

Property within the Improvement Areas 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 IMPROVEMENT AREAS." 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 Improvement Areas.

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 Improvement Areas. In addition, the landowners within the Improvement Areas 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 Improvement Areas 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 Improvement Area 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 Improvement Areas 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 IMPROVEMENT AREAS" for the delinquency history of each Improvement Area 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 Mello-Roos 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 Improvement Area in the event other owners within such Improvement Area 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 Improvement Area. 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 Improvement Areas 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 Improvement Area 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 an Improvement Area 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 Improvement Area. 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 an Improvement Area 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 an Improvement Area 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 an Improvement Area 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 an Improvement Area 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 Improvement Area. Thus, the District may not be able to increase Special Tax levies in an

Improvement Area in future fiscal years by enough to make up for delinquencies within such Improvement Area 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."

Risks Associated with Bond Insurance

In the event that the Authority defaults in the payment of principal of or interest on the Bonds when due, the Owners of the Bonds will have a claim under the Policy for such payments. See the caption "BOND INSURANCE." In the event that the Insurer becomes obligated to make payments on the Bonds, no assurance can be given that such event will not adversely affect the market for the Bonds. In the event that the Insurer is unable to make payments of principal of or interest on the Bonds when due under the Policy, the 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 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 Bonds. See the caption "MISCELLANEOUS—Ratings."

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 Bonds, potential investors should carefully consider the ability of the Authority to pay principal and interest on the Bonds, assuming that the Policy is not available to pay principal and interest on the Bonds, and the claims-paying ability of the Insurer through final maturity of the Bonds.

So long as the 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 Bonds. The Insurer is not required to obtain the consent of the Owners of the 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 Improvement Areas 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 Improvement Areas, 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 Improvement Areas 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 Mello-Roos 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 Mello-Roos 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 Improvement Areas 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.

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.

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 XIIIC and Article XIIID 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 XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

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 that it will not initiate proceedings under the Mello-Roos Act to reduce the maximum Special Tax rates in an Improvement Area below an amount equal to 110% of the debt service plus

Administrative Expenses for the Local Obligations of such Improvement Area 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 Improvement Areas, 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 Mello-Roos 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 Mello-Roos 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 XIIIA, Section 4 thereof and Article XIIIC, 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 Improvement Areas had less than 12 registered voters within each Improvement Area 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 Mello-Roos 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 Improvement Areas. Moreover, Section 53341 of the Mello-Roos 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 Mello-Roos Act provides that any action to determine the validity of bonds issued pursuant to the Mello-Roos Act be brought within 30 days of the voters approving the issuance of such bonds. Voters within the Improvement Areas approved the Special Tax and the issuance of bonds years ago, and bonds issued on behalf of the Improvement Areas secured by the Special Taxes have been issued years ago. Based on Sections 53341 and 53359 of the Mello-Roos 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 Improvement Areas 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 in compliance with all 79 internal control elements.

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, interest with respect to the Bonds is exempt from State of California personal income tax. Interest on the Bonds is not excluded from gross income for federal income tax purposes.

In the event of a legal defeasance of a Bond, such Bond might be treated as retired and "reissued" for federal tax purposes as of the date of the defeasance, potentially resulting in recognition of taxable gain or loss to the applicable Beneficial Owner generally equal to the difference between the amount deemed realized from the deemed redemption and reissuance and the Beneficial Owner's adjusted tax basis in such Bond.

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 State 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, Disclosure Counsel, the Underwriter and Underwriter's Counsel is contingent upon issuance of the Bonds.

MISCELLANEOUS

Ratings

S&P has assigned the rating of "__" to the Bonds based upon the delivery of the Policy by the Insurer at the time of issuance of the Bonds. See "BOND INSURANCE" herein.

In addition, S&P has assigned its underlying rating of "__" to the Bonds, independent of the delivery of the 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

Causey, 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 redemption, and interest requirements of the Prior Improvement Area Bonds and the Prior Authority Bonds.

The report of Causey, 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, less underwriter's 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 Improvement Areas (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") and 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 April 1 after the end of the Authority's fiscal year, which is currently June 30. The first Annual Report will be due April 1, 2022.

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.

The BFA has caused the District to make corrective filings for Fiscal Years 2014 through 2018 with EMMA, including the filing of audited and unaudited financial statements for Fiscal Years 2014 through 2018, supplements to certain prior continuing disclosure annual reports and notices of the failure to file certain continuing disclosure annual reports and audited financial statements.

In connection with the issuance of the Bonds, the City conducted a review of compliance with its continuing disclosure undertakings. With respect to the Authority's Wastewater Revenue Bonds, Series 2018A, certain information required to be updated was not included in the annual report for Fiscal Year 2019. The Authority filed a supplemental report on July 13, 2020 to include such information.

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: _____
Executive Director

APPENDIX A

INFORMATION REGARDING THE IMPROVEMENT AREAS

Improvement Area No. 7B

Location and Description. Improvement Area No. 7B was formed by the City on April 5, 2005 and is located in the southeast portion of the City, south of the I-10 freeway and west of Highland Springs Boulevard. Improvement Area No. 7B consists of 236 individually owned detached single family residences subject to the special tax. The Special Tax obligation for 11 of the 236 homes has been partially prepaid. All 236 taxable parcels are owned by individual homeowners. All 236 taxable parcels will be classified as Developed Property for the Fiscal Year 2021-22 Special Tax levy.

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. 7B in Fiscal Year 2021-22. The Special Taxes in Improvement Area No. 7B may not be levied after Fiscal Year 2049-50. The final maturity of the Improvement Area No. 7B 2021 Bonds is September 1, 2039.

TABLE A-1

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT ASSIGNED SPECIAL TAXES

Land Use	*Tax Class*	*Building Square Footage*	*No. of Parcels*	*Fiscal Year 2021-22 Assigned Special Tax Per Parcel*	*Fiscal Year 2021-22 Projected Special Tax Per Parcel*[(1)*]	*Total Projected Fiscal Year 2021-22 Special Tax Levy*[(1)*]	*Percent of Total*
Residential	D2	Less than 1,700 sq. ft.	69	$1,678	$1,053	$ 72,637	24.37%
Residential	D2 PP[(2)]	Less than 1,700 sq. ft.	11	425	267	2,934	0.98
Residential	D3	1,700 sq. ft. to 1,999 sq. ft.	69	1,895	1,189	82,015	27.52
Residential	D4	2,000 sq. ft. to 2,125 sq. ft.	15	2,149	1,348	20,223	6.78
Residential	D5	2,126 sq. ft. to 2,399 sq. ft.	20	2,322	1,456	29,125	9.77
Residential	D6	Greater than 2,399 sq. ft.	52	2,794	1,753	91,132	30.57
Totals			**236**			**$298,065**	**100.00%**

* *Preliminary, subject to change*

(1) Assumes annual Administrative Expenses in the amount of $20,000.

(2) 11 parcels within Tax Class D2 were partially prepaid by the developer.

Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 7B Rate and Method, see Appendix D — "RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE IMPROVEMENT AREAS."

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property (236 taxable parcels) in Improvement Area No. 7B, as established by the County Assessor for Fiscal Year 2020-21, which totals $71,950,712.

Improvement Area No. 7B 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. 7B 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. 7B; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. The assessed value-to-lien ratio of the property within Improvement Area No. 7B, based on the Fiscal Year 2020-21 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 7B, and assuming that the Improvement Area No. 7B 2021 Bonds have been issued to refund the Prior Improvement Area No. 7B Bonds, equals approximately 19.55-to-1*. This ratio does not include other overlapping debt within Improvement Area No. 7B, including the Improvement Area No. 7B 2018 Bonds. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 7B to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 7B is approximately 12.76-to-1*.

* *Preliminary, subject to change*

TABLE A-2

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2020-21 Assessed Valuation[1]	$ 71,950,712

II. LAND SECURED BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*[2]	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 7B	CFD	236	$ 4,285,000	$ 3,680,000[2]	100.00%	$ 3,680,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT[3]						**$ 3,680,000***

Authorized and Unissued Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Authorized*	*Unissued*[4]	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 7B	CFD	236	$ 25,000,000	$ 0	100.00%	$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS[4]						**$ 0**

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS	**$ 3,680,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*	*% Applicable*[5]	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	236	$ 102,948,583	$ 90,172,486	1.139068%	$ 1,027,126
MT San Jacinto Comm (0.01320%)	GO	236	190,000,000	157,750,000	0.070438	111,116
San Gorgonio Memorial Healthcare District (0.06990%)	GO	236	108,000,000	102,730,000	0.799099	820,914
San Gorgonio Pass Water Agency (0.17750%)	GO	236	0	0	0.740409	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT						**$ 1,959,156**

Authorized and Unissued Direct and Overlapping Indebtedness	*Type*	*No. of Parcels*	*Authorized*	*Unissued*	*% Applicable*[5]	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	236	$ 141,000,000	$ 61,641,417	1.139068%	$ 702,138
MT San Jacinto Comm (0.01320%)	GO	236	295,000,000	105,000,000	0.070438	73,960
San Gorgonio Memorial Healthcare District (0.06990%)	GO	236	108,000,000	0	0.799099	0
San Gorgonio Pass Water Agency (0.17750%)	GO	236	0	0	0.740409	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS[3]						**$ 776,098**

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS	**$ 2,735,254**
TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT	**$ 5,639,156***
TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS	**$ 6,415,254***

IV. Ratios to 2020-21 Assessed Valuation

Outstanding Land Secured Bonded Debt	19.55:1*
Total Outstanding Bonded Debt	12.76:1*

* *Preliminary, subject to change*

(1) Fiscal Year 2020-21 Assessed Valuation data as of January 1, 2020, Riverside County Assessor's Office.

(2) Amount outstanding is equal to the outstanding principal amounts of the Improvement Area No. 7B Bonds, based on the principal amount of the Improvement Area No. 7B 2021 Bonds.

(3) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2020-21.

(4) Additional Bonds may be issued for refunding purposes only.

(5) Percentage applicable determined by Fiscal Year 2020-21 Equalized Roll Assessed Value information.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. Construction of homes has been completed on all 236 taxable parcels within Improvement Area No. 7B and all homes have been transferred to individual homeowners. Eleven parcels have partially prepaid their Special Tax obligation. Table A-3 below allocates the Special Tax lien and share of the Improvement Area No. 7B 2021 Bonds by owner based on the projected Fiscal Year 2021-22 Special Tax levy.

Table A-4 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 7B based on Fiscal Year 2020-21 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 7B 2021 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2021-22) and the ratio of the assessed value to its share of the Improvement Area No. 7B 2021 Bonds. The ratio of the value of an individual lot within Improvement Area No. 7B to its respective share of the principal amount of the Improvement Area No. 7B Bonds can be expected to vary.

TABLE A-3

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT ESTIMATED VALUE-TO-LIEN RATIOS FOR TOP TEN TAXPAYERS

Property Owner	*Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[(1)]	*Percent of Projected Fiscal Year 2021-22 Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 7B 2021 Bonds*[*]	*Allocation of CFD 93-1 IA 7B 2018 Bonds*	*Total Debt*[*]	*Aggregate Value-to-Lien Ratio*[(2)*]
Individual Owner	1	$ 1,752.54	0.59%	$ 2,794	0.59%	$ 568,606	0.79%	$ 9,613	$ 12,024	$ 21,637	26.28:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	561,201	0.78	9,613	12,024	21,637	25.94:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	509,903	0.71	9,613	12,024	21,637	23.57:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	498,780	0.69	9,613	12,024	21,637	23.05:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	488,472	0.68	9,613	12,024	21,637	22.58:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	467,733	0.65	9,613	12,024	21,637	21.62:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	458,473	0.64	9,613	12,024	21,637	21.19:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	453,117	0.63	9,613	12,024	21,637	20.94:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	452,046	0.63	9,613	12,024	21,637	20.89:1
Individual Owner	1	1,752.54	0.59	2,794	0.59	451,519	0.63	9,613	12,024	21,637	20.87:1
All Others	226	280,540.00	94.12	447,256	94.12	67,040,862	93.18	1,538,866	1,924,760	3,463,626	19.36:1
Total	**236**	**$ 298,065.00**	**100.00%**	**$ 475,196**	**100.00%**	**$ 71,950,712**	**100.00%**	**$ 1,635,000**	**$ 2,045,000**	**$ 3,680,000**	**19.55:1**

[*] *Preliminary, subject to change*

(1) Assumes annual Administrative Expenses in the amount of $20,000.

(2) Assessed value-to-lien based upon the par amount of the Improvement Area No. 7B Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-2.

Source: Webb Municipal Finance, LLC.

TABLE A-4

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien[1]	*No. of Parcels*	*Percent of Total Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[4]	*Percent of Projected Fiscal Year 2021-22*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 7B 2018 Bonds*	*Allocation of CFD 93-1 IA 7B 2021 Bonds*	*Total Bonds*	*Aggregate Value-to-Lien Ratio*[2]
Less than 5.00:1[2]	2	0.85%	$ 2,941	0.99%	$ 4,689	0.99%	$ 164,762	0.23%	$ 20,179	$ 16,133	$ 36,312	4.54:1
5.00:1 to 9.99:1	5	2.12	7,498	2.52	11,954	2.52	747,927	1.04	51,444	41,130	92,574	8.08:1
10.00:1 to 14.99:1	20	8.47	24,260	8.14	38,676	8.14	3,754,891	5.22	166,443	133,073	299,515	12.54:1
15.00:1 to 19.99:1	92	38.98	123,571	41.46	197,006	41.46	27,621,479	38.39	847,811	677,834	1,525,645	18.10:1
20.00:1 to 24.99:1	94	39.83	121,882	40.89	194,312	40.89	32,426,089	45.07	836,221	668,568	1,504,790	21.55:1
Greater than 24.99:1[3]	23	9.75	17,913	6.01	28,559	6.01	7,235,564	10.06	$ 122,902	98,261	221,163	32.72:1
Total	**236**	**100.00%**	**$298,065**	**100.00%**	**$475,196**	**100.00%**	**$71,950,712**	**100.00%**	**$ 2,045,000**	**$ 1,635,000**	**$ 3,680,000**	**19.55:1**

* *Preliminary, subject to change*

(1) Assessed value-to-lien based upon par amount of the Improvement Area No. 7B 2021 Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-2.

(2) Minimum estimated assessed value-to-lien is 4.26:1*.

(3) Highest estimated assessed value-to-lien is 83.63:1*. The 11 partially prepaid parcels have an aggregate value-to-lien ranging from 57.52:1* to 83.63:1*.

(4) Based on the debt service requirement of the Improvement Area No. 7B 2021 Bonds plus Administrative Expenses in the amount of $20,000.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 7B over the past 5 Fiscal Years.

TABLE A-5

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT ASSESSED VALUATION HISTORY FISCAL YEARS 2016-17 THROUGH 2020-21

Fiscal Year	*Total Parcels*	*Parcels with Improvement Assessed Value*	*Land Assessed Value*	*Improvement Assessed Value*	*Total Assessed Valuation*[(1)]	*Annual Percent Change*
2016-17	238	238	$13,792,464	$50,887,944	$64,680,408	N/A
2017-18	238	238	14,259,318	52,359,042	66,618,260	3.00%
2018-19	237[(2)]	237	14,675,458	54,441,666	69,117,124	3.75
2019-20	236[(3)]	236	14,801,835	56,030,027	70,831,862	2.48
2020-21	236	236	14,931,226	57,019,486	71,950,712	1.58

(1) As of January 1 of each year as shown on the County Assessor's Rolls.
(2) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2018-19.
(3) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2019-20.
Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the estimated Fiscal Year 2021-22 Special Tax levy, and Fiscal Year 2020-21 tax rates for all other taxing jurisdictions within Improvement Area No. 7B, the total estimated average effective tax rate for Developed Property in Improvement Area No. 7B is approximately 1.89%[*] of the Fiscal Year 2020-21 average assessed value for parcels with improvement value.

The following Table A-6 sets forth the estimated total tax obligation of property in Improvement Area No. 7B based on average assessed value of a parcel with a completed home (as provided by the County) in Improvement Area No. 7B.

[*] *Preliminary, subject to change*

TABLE A-6

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT
ESTIMATED AVERAGE FISCAL YEAR TAX OBLIGATION[(1)]
FOR PARCELS OF DEVELOPED PROPERTY

Average Home Value[(2)]	$ 304,876
Ad Valorem Property Taxes:	
Basic Levy (1.0000%)	$ 3,048.76
Beaumont Unified School B & I (0.07438%)	226.77
MT San Jacinto Comm (0.01320%)	40.24
San Gorgonio Memorial Healthcare District (0.06990%)	213.11
San Gorgonio Pass Water District (0.17750%)	541.15
Total General Property Taxes	**$ 4,070.03**
Assessment, Special Taxes & Parcel Charges:	
FLD CNTRL STORMWATER/CLEANWATER	$ 3.74
CFD 93-1 IA 7B CITY OF BEAUMONT[(3)]	1,262.99*
CFD 93-1 IA 7B SRV CITY OF BEAUMONT[(4)]	356.96
SAN GORGONIO HOSPITAL MEASURE D	56.70
Total Assessment Charges	**$ 1,680.39***
Average Total Property Tax	**$ 5,750.42***
Average Effective Tax Rate	**1.89%***

* *Preliminary, subject to change*
(1) Average Fiscal Year 2021-22 tax rates based upon Fiscal Year 2020-21 Overlapping Taxes and Assessment Rates.
(2) Average Home Value is based upon average Assessed Values for Developed Property with Improvement Value for Fiscal Year 2020-21 per County Equalized Roll data.
(3) Reflects Improvement Area No. 7B average projected Fiscal Year 2021-22 Special Tax Levy for facilities for Developed Property.
(4) Reflects Improvement Area No. 7B projected Fiscal Year 2021-22 Special Tax Levy for services for Developed Property.
Source: Webb Municipal Finance, LLC; based on home 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. 7B for the past five Fiscal Years and as of May 12, 2021.

TABLE A-7

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7B OF THE CITY OF BEAUMONT SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES FISCAL YEARS 2016-17 THROUGH FISCAL YEAR 2020-21

			Delinquencies Following Fiscal Year End			*Delinquencies as of May 12, 2021*		
Fiscal Year	*Amount Levied*	*Parcels Levied*	*Parcels Delinquent*	*Amount Delinquent*	*Percent Delinquent*	*Parcels Delinquent*	*Amount Delinquent*	*Percent Delinquent*
2016-17	$425,549.66	238	1	$1,682.68	0.40%	0	$ 0.00	0.00%
2017-18	434,060.82	238	2	2,574.51	0.59	0	0.00	0.00
2018-19[(1)]	330,565.20	237	3	2,937.43	0.89	0	0.00	0.00
2019-20[(2)]	328,722.70	236	1	966.40	0.29	1	966.40	0.29
2020-21	329,147.68	236	N/A	N/A	N/A	3	2,574.77	0.78

(1) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2018-19.
(2) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2019-20.
Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. According to the Special Tax Consultant, based on the annual debt service for the Improvement Area No. 7B Bonds, Special Taxes levied in Improvement Area No. 7B, less estimated Administrative Expenses of $20,000 annually, and assuming no delinquencies, if levied at the Assigned Special Tax rates would generate in each Fiscal Year not less than 110% of debt service with respect to the Improvement Area No. 7B Bonds. The District does not expect to levy the Special Tax at the Assigned Special Tax rate and will levy the amount necessary to pay debt service on the Improvement Area No. 7B 2021 Bonds and Administrative Expenses.

Under the Mello-Roos Act, 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 Improvement Area. Thus, the District may not be able to increase Special Tax levies in Improvement Area No. 7B in future fiscal years by enough to make up for delinquencies in Improvement Area No. 7B for prior fiscal years.

Improvement Area No. 7C

Location and Description. Improvement Area No. 7C was formed by the City on April 5, 2005 and is located in the southeast portion of the City, south of the I-10 freeway and west of Highland Springs Boulevard. Improvement Area No. 7C consists of 318 individually owned detached single family residences subject to the Special Tax. All 318 parcels are owned by individual homeowners. All 318 taxable parcels will be classified as Developed Property for the Fiscal Year 2021-22 Special Tax levy,

Assigned Special Taxes. Table A-8 below sets forth the Special Taxes that to be levied on taxable property within Improvement Area No. 7C in Fiscal Year 2021-22. The Special Taxes in Improvement Area No. 7C may not be levied after Fiscal Year 2049-50. The final maturity of the Improvement Area No. 7C 2021 Bonds is September 1, 2039.

TABLE A-8

**COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C
OF THE CITY OF BEAUMONT
ASSIGNED SPECIAL TAXES**

Land Use	*Tax Class*	*Building Square Footage*	*No. of Parcels*	*Fiscal Year 2021-22 Assigned Special Tax Per Parcel*	*Fiscal Year 2021-22 Projected Special Tax Per Parcel[(1)]**	*Total Projected Fiscal Year 2021-22 Special Tax Levy[(1)]**	*Percent of Total*
Residential	D2	Less than 1,700 sq. ft.	27	$417	$334	$ 9,008	6.54%
Residential	D3	1,700 sq. ft. to 1,999 sq. ft.	97	463	371	35,945	26.11
Residential	D4	2,000 sq. ft. to 2,125 sq. ft.	58	524	419	24,310	17.66
Residential	D5	2,126 sq. ft. to 2,399 sq. ft.	92	587	470	43,223	31.40
Residential	D6	Greater than 2,399 sq. ft.	44	715	572	25,178	18.29
Totals			**318**			**$137,663**	**100.00%**

* *Preliminary, subject to change*
(1) Assumes annual Administrative Expenses in the amount of $30,000.
Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 7C Rate and Method, see Appendix D — "RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE IMPROVEMENT AREAS."

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property (318 taxable parcels) in Improvement Area No. 7C, as established by the County Assessor for Fiscal Year 2020-21, which totals $100,744,291.

Improvement Area No. 7C 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. 7C is shown in Table A-9 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. 7C; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. The assessed value-to-lien ratio of the property within Improvement Area No. 7C, based on the Fiscal Year 2020-21 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 7C, and assuming that the Improvement Area No. 7C 2021 Bonds have been issued to refund the Prior Improvement Area No. 7C Bonds, equals approximately 67.61-to-1*. This ratio does not include other overlapping debt within Improvement Area No. 7C. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 7C to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 7C is approximately 23.80-to-1*.

* *Preliminary, subject to change*

TABLE A-9

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C OF THE CITY OF BEAUMONT DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2020-21 Assessed Valuation[1]	$ 100,744,291

II. LAND SECURED BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding[2]*	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 7C	CFD	318	$ 1,740,000	$ 1,490,000	100.00%	$ 1,490,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT[3]						**$ 1,490,000***

Authorized and Unissued Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Authorized*	*Unissued[4]*	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 7C	CFD	318	$ 25,000,000	$ 0	100.00%	$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS[3]						**$ 0**

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS	**$ 1,490,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*	*% Applicable[5]*	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	318	$ 102,948,583	$ 90,172,486	1.594905%	$ 1,438,165
MT San Jacinto Comm (0.01320%)	GO	318	190,000,000	157,750,000	0.098626	155,583
San Gorgonio Memorial Healthcare District (0.06990%)	GO	318	108,000,000	102,730,000	1.118886	1,149,432
San Gorgonio Pass Water Agency (0.17750%)	GO	318	0	0	1.036709	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT						**$ 2,743,180**

Authorized and Unissued Direct and Overlapping Indebtedness	*Type*	*No. of Parcels*	*Authorized*	*Unissued*	*% Applicable[5]*	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	318	$ 141,000,000	$ 61,641,417	1.594905%	$ 983,122
MT San Jacinto Comm (0.01320%)	GO	318	295,000,000	105,000,000	0.098626	103,557
San Gorgonio Memorial Healthcare District (0.06990%)	GO	318	108,000,000	0	1.118886	0
San Gorgonio Pass Water Agency (0.17750%)	GO	318	0	0	1.036709	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS[3]						**$ 1,086,679**

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS	**$ 3,829,859**
TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT	**$ 4,233,180***
TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS	**$ 5,319,859***

IV. Ratios to 2020-21 Assessed Valuation

Outstanding Land Secured Bonded Debt	67.61:1*
Total Outstanding Bonded Debt	23.80:1*

* *Preliminary, subject to change*

(1) Fiscal Year 2020-21 Assessed Valuation data as of January 1, 2020, Riverside County Assessor's Office.

(2) Amount outstanding is equal to the initial principal of the Improvement Area No. 7C 2021 Bonds.

(3) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2020-21.

(4) Additional Bonds may be issued for refunding purposes only

(5) Percentage applicable determined by Fiscal Year 2020-21 Equalized Roll Assessed Value information.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. Construction of homes has been completed on all 318 taxable parcels within Improvement Area No. 7C and all homes have been transferred to individual homeowners. Table A-10 below allocates the Special Tax lien and share of the Improvement Area No. 7C 2021 Bonds by owner based on the projected Fiscal Year 2021-22 Special Tax levy.

Table A-11 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 7C based on Fiscal Year 2020-21 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 7C 2021 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2021-22) and the ratio of the assessed value to its share of the Improvement Area No. 7C 2021 Bonds. The ratio of the value of an individual lot within Improvement Area No. 7C to its respective share of the principal amount of the Improvement Area No. 7C Bonds can be expected to vary.

TABLE A-10

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C
OF THE CITY OF BEAUMONT
ESTIMATED VALUE-TO-LIEN RATIOS FOR TOP TEN TAXPAYERS

Property Owner	*Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[(1)]	*Percent of Projected Fiscal Year 2021-22 Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 7C 2021 Bonds*	*Aggregate Value-to-Lien Ratio*[(2)]*
Individual Owner	1	$ 572.22	0.42%	$ 715	0.42%	$ 510,000	0.51%	$ 6,193	82.35:1
Individual Owner	1	572.22	0.42	715	0.42	505,990	0.50	6,193	81.70:1
Individual Owner	1	572.22	0.42	715	0.42	485,253	0.48	6,193	78.35:1
Individual Owner	1	572.22	0.42	715	0.42	483,786	0.48	6,193	78.11:1
Individual Owner	1	572.22	0.42	715	0.42	476,826	0.47	6,193	76.99:1
Individual Owner	1	572.22	0.42	715	0.42	461,862	0.46	6,193	74.57:1
Individual Owner	1	572.22	0.42	715	0.42	458,473	0.46	6,193	74.03:1
Individual Owner	1	572.22	0.42	715	0.42	458,000	0.45	6,193	73.95:1
Individual Owner	1	572.22	0.42	715	0.42	455,062	0.45	6,193	73.47:1
Individual Owner	1	572.22	0.42	715	0.42	444,463	0.44	6,193	71.76:1
All Others	308	131,941.00	95.84	164,899	95.84	96,004,576	95.30	1,428,066	67.23:1
Total	**318**	**$ 137,663.00**	**100.00%**	**$ 172,051**	**100.00%**	**$ 100,744,291**	**100.00%**	**$ 1,490,000**	**67.61:1**

* *Preliminary, subject to change*

(1) Assumes annual Administrative Expenses in the amount of $30,000.

(2) Assessed value-to-lien based upon the par amount of the Improvement Area No. 7C Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-9.

Source: Webb Municipal Finance, LLC.

TABLE A-11

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C
OF THE CITY OF BEAUMONT
VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien[1]	*No. of Parcels*	*Percent of Total Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[4]	*Percent of Projected Fiscal Year 2021-22*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 7C 2021 Bonds**	*Aggregate Value-to-Lien Ratio*
Less than 10.00:1[2]	1	0.31%	$ 371	0.27%	$ 463	0.27%	$ 32,823	0.03%	$ 4,011	8.18:1
10.00:1 to 29.99:1	2	0.63	943	0.68	1,178	0.68	192,985	0.19	10,204	18.91:1
30.00:1 to 49.99:1	7	2.20	3,291	2.39	4,113	2.39	1,646,996	1.63	35,618	46.24:1
50.00:1 to 69.99:1	170	53.46	74,961	54.45	93,686	54.45	49,868,864	49.50	811,339	61.46:1
70.00:1 to 89.99:1	124	38.99	52,566	38.18	65,697	38.18	43,429,251	43.11	568,950	76.33:1
Greater than 89.99:1[3]	14	4.40	5,532	4.02	6,914	4.02	5,573,372	5.53	59,877	93.08:1
Total	**318**	**100.00%**	**$137,663**	**100.00%**	**$172,051**	**100.00%**	**$100,744,291**	**100.00%**	**$ 1,490,000**	**67.61:1**

* *Preliminary, subject to change*

(1) Assessed value-to-lien based upon par amount of the Improvement Area No. 7C 2021 Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-9.

(2) Minimum estimated assessed value-to-lien is 8.18:1*.

(3) Highest estimated assessed value-to-lien is 97.34:1*.

(4) Based on the debt service requirement of the Improvement Area No. 7C 2021 Bonds plus Administrative Expenses in the amount of $30,000.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 7C over the past 5 Fiscal Years.

TABLE A-12

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C OF THE CITY OF BEAUMONT ASSESSED VALUATION HISTORY FISCAL YEARS 2016-17 THROUGH 2020-21

Fiscal Year	*Total Parcels*	*Parcels with Improvement Assessed Value*	*Land Assessed Value*	*Improvement Assessed Value*	*Total Assessed Valuation*[(1)]	*Annual Percent Change*
2016-17	322	305	$17,849,204	$67,959,705	$85,808,909	N/A
2017-18	322	305	18,209,023	70,095,324	88,304,347	2.91%
2018-19	318[(2)]	301	18,403,355	71,162,422	89,565,777	1.43
2019-20	318	312	18,705,477	77,481,567	96,187,044	7.39
2020-21	318	318	19,010,557	81,733,734	100,744,291	4.74

(1) As of January 1 of each year as shown on the County Assessor's Rolls.
(2) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2018-19.
Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the estimated Fiscal Year 2021-22 Special Tax levy, and Fiscal Year 2020-21 tax rates for all other taxing jurisdictions within Improvement Area No. 7C, the total estimated average effective tax rate for Developed Property in Improvement Area No. 7C is approximately 1.60%* of the Fiscal Year 2020-21 average assessed value for parcels with improvement value.

* *Preliminary, subject to change*

The following Table A-13 sets forth the estimated total tax obligation of property in Improvement Area No. 7C based on average assessed value of a parcel with a completed home (as provided by the County) in Improvement Area No. 7C.

TABLE A-13

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C
OF THE CITY OF BEAUMONT
ESTIMATED AVERAGE FISCAL YEAR TAX OBLIGATION[(1)]
FOR PARCELS OF DEVELOPED PROPERTY

Average Home Value[(2)]	$ 318,446
Ad Valorem Property Taxes:	
Basic Levy (1.0000%)	$ 3,148.46
Beaumont Unified School B & I (0.07438%)	236.86
MT San Jacinto Comm (0.01320%)	42.03
San Gorgonio Memorial Healthcare District (0.06990%)	222.59
San Gorgonio Pass Water District (0.17750%)	565.24
Total General Property Taxes	**$ 4,251.19**
Assessment, Special Taxes & Parcel Charges:	
FLD CNTRL STORMWATER/CLEANWATER	$ 3.74
CFD 93-1 IA 7C CITY OF BEAUMONT[(3)]	433.30*
CFD 93-1 IA 7C SRV CITY OF BEAUMONT[(4)]	356.96
SAN GORGONIO HOSPITAL MEASURE D	56.70
Total Assessment Charges	**$ 850.70***
Average Total Property Tax	**$ 5,101.89***
Average Effective Tax Rate	**1.60%***

* *Preliminary, subject to change*
(1) Average Fiscal Year 2021-22 tax rates based upon Fiscal Year 2020-21 Overlapping Taxes and Assessment Rates.
(2) Average Home Value is based upon average Assessed Values for Developed Property with Improvement Value for Fiscal Year 2020-21.
(3) Reflects Improvement Area No. 7C average projected Fiscal Year 2021-22 Special Tax Levy for facilities for Developed Property.
(4) Reflects Improvement Area No. 7C projected Fiscal Year 2021-22 Special Tax Levy for services for Developed Property.
Source: Webb Municipal Finance, LLC; based on home 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-14 below summarizes the Special Tax delinquencies within Improvement Area No. 7C for the past five Fiscal Years and as of May 12, 2021.

TABLE A-14

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 7C
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2016-17 THROUGH FISCAL YEAR 2020-21

			Delinquencies Following Fiscal Year End			*Delinquencies as of May 12, 2021*		
Fiscal Year	***Amount Levied***	***Parcels Levied***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***
2016-17	$149,901.60	305	3	$799.49	0.53%	0	$ 0.00	0.00%
2017-18	146,869.52	305	4	1,547.91	1.05	2	1,045.60	0.71
2018-19	139,326.20	312	0	0.00	0.00	2	971.62	0.70
2019-20	139,922.08	312	3	1,776.72	1.27	1	592.24	0.42
2020-21	138,796.42	318	N/A	N/A	N/A	12	4,297.21	3.10

Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. According to the Special Tax Consultant, based on the annual debt service for the Improvement Area No. 7C 2021 Bonds, Special Taxes levied in Improvement Area No. 7C, less estimated Administrative Expenses of $30,000 annually, and assuming no delinquencies, if levied at the Assigned Special Tax rates would generate in each Fiscal Year not less than 110% of debt service with respect to the Improvement Area No. 7C 2021 Bonds. The District does not expect to levy the Special Tax at the Assigned Special Tax rate and will levy the amount necessary to pay debt service on the Improvement Area No. 7C 2021 Bonds and Administrative Expenses.

Under the Mello-Roos Act, 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 Improvement Area. Thus, the District may not be able to increase Special Tax levies in Improvement Area No. 7C in future fiscal years by enough to make up for delinquencies in Improvement Area No. 7C for prior fiscal years.

Improvement Area No. 17A

Location and Description. Improvement Area No. 17A was formed by the City on November 4, 2003 and is located in the northwest portion of the City, bordered by Champions Drive to the north and the I-10 Freeway to the east. Improvement Area No. 17A consists of 485 detached single family residences subject to the Special Tax, 466 of which are owned by individual homeowners. All 485 taxable parcels will be classified as Developed Property for the Fiscal Year 2021-22 Special Tax levy,

Assigned Special Taxes. Table A-15 below sets forth the Special Taxes that to be levied on taxable property within Improvement Area No. 17A in Fiscal Year 2021-22. The Special Taxes in Improvement Area No. 17A may not be levied after Fiscal Year 2043-44. The final maturity of the Improvement Area No. 17A 2021 Bonds is September 1, 2034.

TABLE A-15

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A OF THE CITY OF BEAUMONT ASSIGNED SPECIAL TAXES

Land Use	*Tax Class*	*Building Square Footage*	*No. of Parcels*	*Fiscal Year 2021-22 Assigned Special Tax Per Parcel*	*Fiscal Year 2021-22 Projected Special Tax Per Parcel*[(1)*]	*Total Projected Fiscal Year 2021-22 Special Tax Levy*[(1)*]	*Percent of Total*
Residential	D1	Less than 1,700 sq. ft.	13	$1,642	$1,182	$ 15,360	2.01%
Residential	D2	1,701 sq. ft. to 2,100 sq. ft.	63	1,788	1,286	81,037	10.61
Residential;	D3	2,101 sq. ft. to 2,500 sq. ft.	94	1,934	1,391	130,760	17.12
Residential	D4	2,501 sq. ft. to 2,700 sq. ft.	38	2,030	1,461	55,502	7.26
Residential	D5	2,701 sq. ft. to 2,900 sq. ft.	148	2,371	1,705	252,390	33.04
Residential	D6	Greater than or equal to 2,901 sq. ft.	129	2,467	1,775	228,954	29.97
Totals			**485**			**$764,003**	**100.00%**

* *Preliminary, subject to change.*

(1) Assumes annual Administrative Expenses in the amount of $30,000

Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 17A Rate and Method, see Appendix D — "RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE IMPROVEMENT AREAS."

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property (485 taxable parcels) in Improvement Area No. 17A, as established by the County Assessor for Fiscal Year 2020-21, which totals $164,231,237.

Improvement Area No. 17A 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. 17A is shown in Table A-16 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. 17A; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. The assessed value-to-lien ratio of the property within Improvement Area No. 17A, based on the Fiscal Year 2020-21 assessed values and all such estimated direct and overlapping special tax and assessment

indebtedness within Improvement Area No. 17A, and assuming that the Improvement Area No. 17A 2021 Bonds have been issued to refund the Prior Improvement Area No. 17A Bonds, equals approximately 20.23-to-1*. This ratio does not include other overlapping debt within Improvement Area No. 17A. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 17A to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 17A is approximately 13.04-to-1*.

* *Preliminary, subject to change*

TABLE A-16

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A OF THE CITY OF BEAUMONT DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2020-21 Assessed Valuation[1]	$ 164,231,237

II. LAND SECURED BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*[2]	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 17A	CFD	485	$ 10,930,000	$ 8,120,000	100.00%	$ 8,120,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT[3]						**$ 8,120,000***

Authorized and Unissued Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Authorized*	*Unissued*[4]	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 17A	CFD	485	$ 12,000,000	$ 0	100.00%	$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS[3]						**$ 0**

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS	**$ 8,120,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*	*% Applicable*[5]	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	485	$ 102,948,583	$ 90,172,486	2.599981%	$ 2,344,468
MT San Jacinto Comm (0.01320%)	GO	485	190,000,000	157,750,000	0.160779	253,629
San Gorgonio Memorial Healthcare District (0.06990%)	GO	485	108,000,000	102,730,000	1.823985	1,873,780
San Gorgonio Pass Water Agency (0.17750%)	GO	485	0	0	1.690021	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT						**$ 4,471,877**

Authorized and Unissued Direct and Overlapping Indebtedness	*Type*	*No. of Parcels*	*Authorized*	*Unissued*	*% Applicable*[5]	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	485	$ 141,000,000	$ 61,641,417	2.599981%	$ 1,602,665
MT San Jacinto Comm (0.01320%)	GO	485	295,000,000	105,000,000	0.160779	168,818
San Gorgonio Memorial Healthcare District (0.06990%)	GO	485	108,000,000	0	1.823985	0
San Gorgonio Pass Water Agency (0.17750%)	GO	485	0	0	1.690021	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS[3]						**$ 1,771,483**

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS	**$ 6,243,360**
TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT	**$ 12,591,877***
TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS	**$ 14,363,360***

IV. Ratios to 2020-21 Assessed Valuation

Outstanding Land Secured Bonded Debt	20.23:1*
Total Outstanding Bonded Debt	13.04:1*

* *Preliminary, subject to change*

(1) Fiscal Year 2020-21 Assessed Valuation data as of January 1, 2020, Riverside County Assessor's Office.

(2) Amount outstanding is equal to the initial principal of the Improvement Area No. 17A 2021 Bonds.

(3) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2020-21.

(4) Additional Bonds may be issued for refunding purposes only.

(5) Percentage applicable determined by Fiscal Year 2020-21 Equalized Roll Assessed Value information.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. Construction of homes has been completed on all 485 taxable parcels within Improvement Area No. 17A and 466 homes have been transferred to individual homeowners. Table A-17 below allocates the Special Tax lien and share of the Improvement Area No. 17A Bonds by owner based on the projected Fiscal Year 2021-22 Special Tax levy.

Table A-18 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 17A based on Fiscal Year 2020-21 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 17A 2021 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2021-22) and the ratio of the assessed value to its share of the Improvement Area No. 17A 2021 Bonds. The ratio of the value of an individual lot within Improvement Area No. 17A to its respective share of the principal amount of the Improvement Area No. 17A 2021 Bonds can be expected to vary.

TABLE A-17

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A
OF THE CITY OF BEAUMONT
ESTIMATED VALUE-TO-LIEN RATIOS FOR TOP TEN TAXPAYERS

Property Owner	*Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[(1)]	*Percent of Projected Fiscal Year 2021-22 Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 17A 2021 Bonds*[*]	*Aggregate Value-to-Lien Ratio*[(2)*]
B&F Commercial Properties	17	$ 29,335	3.84%	$ 40,779	3.84%	$ 5,973,152	3.64%	$ 311,781	19.16:1
Individual Owner	3	4,871	0.64	6,772	0.64	1,022,595	0.62	51,773	19.75:1
Individual Owner	2	3,550	0.46	4,934	0.46	643,758	0.39	37,727	17.06:1
Individual Owner	2	3,480	0.46	4,838	0.46	545,067	0.33	36,988	14.74:1
Individual Owner	2	3,480	0.46	4,838	0.46	524,386	0.32	36,988	14.18:1
Individual Owner	2	3,235	0.42	4,498	0.42	506,055	0.31	34,387	14.72:1
RUTICK	2	3,166	0.41	4,401	0.41	546,082	0.33	33,648	16.23:1
Individual Owner	2	3,096	0.41	4,304	0.41	442,966	0.27	32,909	13.46:1
Individual Owner	2	2,992	0.39	4,159	0.39	610,338	0.37	31,796	19.20:1
Individual Owner	2	2,992	0.39	4,159	0.39	527,479	0.32	31,796	16.59:1
All Others	449	703,805	92.12	978,368	92.12	152,889,359	93.09	7,480,207	20.44:1
Total	**485**	**$ 764,003**	**100.00%**	**$1,062,050**	**100.00%**	**$ 164,231,237**	**100.00%**	**$ 8,120,000**	**20.23:1**

[*] *Preliminary, subject to change*

(1) Assumes annual Administrative Expenses in the amount of $30,000.

(2) Assessed value-to-lien based upon the par amount of the Improvement Area No. 17A Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-16.

Source: Webb Municipal Finance, LLC.

TABLE A-18

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A OF THE CITY OF BEAUMONT VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien[1]	*No. of Parcels*	*Percent of Total Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[4]	*Percent of Projected Fiscal Year 2021-22*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 17A 2021 Bonds*	*Aggregate Value-to-Lien Ratio*
Less than 9.00:1[2]	3	0.62%	$ 4,557	0.60%	$ 6,335	0.60%	$ 382,810	0.23%	$ 48,432	7.90:1
9:00:1 to 11.99:1	1	0.21	1,286	0.17	1,788	0.17	160,782	0.10	13,671	11.76:1
12.00:1 to 14.99:1	59	12.16	94,465	12.36	131,317	12.36	14,018,537	8.54	1,004,000	13.96:1
15.00:1 to 17.99:1	71	14.64	113,631	14.87	157,960	14.87	19,686,394	11.99	1,207,697	16.30:1
18.00:1 to 20.99:1	92	18.97	146,791	19.21	204,056	19.21	30,694,178	18.69	1,560,128	19.67:1
21.00:1 to 23.99:1	194	40.00	306,786	40.16	426,467	40.16	73,342,818	44.66	3,260,596	22.49:1
24.00:1 to 25.99:1	57	11.75	83,893	10.98	116,621	10.98	22,239,075	13.54	891,633	24.94:1
Greater than 26.00:1[3]	8	1.65	12,593	1.65	17,506	1.65	3,706,643	2.26	133,842	27.69:1
Total	**485**	**100.00%**	**$764,003**	**100.00%**	**$1,062,050**	**100.00%**	**$164,231,237**	**100.00%**	**$ 8,120,000**	**20.23:1**

* *Preliminary, subject to change*

(1) Assessed value-to-lien based upon par amount of the Improvement Area No. 17A 2021 Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-16.

(2) Minimum estimated assessed value-to-lien is 6.98:1*.

(3) Highest estimated assessed value-to-lien is 28.66:1*.

(4) Based on the debt service requirement of the Improvement Area No. 17A 2021 Bonds plus Administrative Expenses in the amount of $30,000.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 17A over the past 5 Fiscal Years.

TABLE A-19

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A OF THE CITY OF BEAUMONT ASSESSED VALUATION HISTORY FISCAL YEARS 2016-17 THROUGH 2020-21

Fiscal Year	*Total Parcels*	*Parcels with Improvement Assessed Value*	*Land Assessed Value*	*Improvement Assessed Value*	*Total Assessed Valuation*[(1)]	*Annual Percent Change*
2016-17	486	486	$31,233,758	$109,123,399	$140,357,157	N/A
2017-18	486	486	31,856,214	114,707,020	146,563,234	4.42%
2018-19	485[(2)]	485	32,096,911	119,579,771	151,676,682	3.49
2019-20	485	485	32,380,710	126,240,508	158,621,218	4.58
2020-21	485	485	32,255,649	131,975,588	164,231,237	3.54

(1) As of January 1 of each year as shown on the County Assessor's Rolls.
(2) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2018-19.
Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the estimated Fiscal Year 2021-22 Special Tax levy, and Fiscal Year 2020-21 tax rates for all other taxing jurisdictions within Improvement Area No. 17A, the total estimated average effective tax rate for Developed Property in Improvement Area No. 17A is approximately 1.92%* of the Fiscal Year 2020-21 average assessed value for parcels with improvement value.

* *Preliminary, subject to change*

The following Table A-20 sets forth the estimated total tax obligation of property in Improvement Area No. 17A based on average assessed value of a parcel with a completed home (as provided by the County) in Improvement Area No. 17A.

TABLE A-20

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A
OF THE CITY OF BEAUMONT
ESTIMATED AVERAGE FISCAL YEAR TAX OBLIGATION[(1)]
FOR PARCELS OF DEVELOPED PROPERTY

Average Home Value[(2)]	$ 338,621
Ad Valorem Property Taxes:	
Basic Levy (1.0000%)	$ 3,386.21
Beaumont Unified School B & I (0.07438%)	251.87
MT San Jacinto Comm (0.01320%)	44.70
San Gorgonio Memorial Healthcare District (0.06990%)	236.70
San Gorgonio Pass Water District (0.17750%)	601.05
Total General Property Taxes	**$ 4,520.52**
Assessment, Special Taxes & Parcel Charges:	
FLD CNTRL STORMWATER/CLEANWATER	$ 3.74
CFD 93-1 IA 17A CITY OF BEAUMONT[(3)]	1,575.26*
CFD 93-1 IA 17A SRV CITY OF BEAUMONT[(4)]	356.96
SAN GORGONIO HOSPITAL MEASURE D	56.70
Total Assessment Charges	**$ 1,992.66***
Average Total Property Tax	**$ 6,513.19***
Average Effective Tax Rate	**1.92%***

* *Preliminary, subject to change*
(1) Average Fiscal Year 2021-22 tax rates based upon Fiscal Year 2020-21 Overlapping Taxes and Assessment Rates.
(2) Average Home Value is based upon average Assessed Values for Developed Property with Improvement Value for Fiscal Year 2020-21.
(3) Reflects Improvement Area No. 17A average projected Fiscal Year 2021-22 Special Tax Levy for facilities for Developed Property.
(4) Reflects Improvement Area No. 17A projected Fiscal Year 2021-22 Special Tax Levy for services for Developed Property.
Source: Webb Municipal Finance, LLC; based on home 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-21 below summarizes the Special Tax delinquencies within Improvement Area No. 17A for the past five Fiscal Years and as of May 12, 2021.

TABLE A-21

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 17A
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2016-17 THROUGH FISCAL YEAR 2020-21

			Delinquencies Following Fiscal Year End			*Delinquencies as of May 12, 2021*		
Fiscal Year	*Amount Levied*	*Parcels Levied*	*Parcels Delinquent*	*Amount Delinquent*	*Percent Delinquent*	*Parcels Delinquent*	*Amount Delinquent*	*Percent Delinquent*
2016-17	$963,766.68	486	3	$5,190.90	0.54%	1	$ 1,117.32	0.12%
2017-18	906,866.78	486	2	3,112.88	0.34	0	0.00	0.00
2018-19	839,500.10	485	10	9,748.34	1.16	2	1,950.22	0.23
2019-20	845,110.82	485	4	6,408.45	0.76	1	1,963.26	0.23
2020-21	862,921.08	485	N/A	N/A	N/A	10	11,039.69	1.28

Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. According to the Special Tax Consultant, based on the annual debt service for the Improvement Area No. 17A 2021 Bonds, Special Taxes levied in Improvement Area No. 17A, less estimated Administrative Expenses of $30,000 annually, and assuming no delinquencies, if levied at the Assigned Special Tax rates would generate in each Fiscal Year not less than 110% of debt service with respect to the Improvement Area No. 17A 2021 Bonds. The District does not expect to levy the Special Tax at the Assigned Special Tax rate and will levy the amount necessary to pay debt service on the Improvement Area No. 17A 2021 Bonds and Administrative Expenses.

Under the Mello-Roos Act, 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 Improvement Area. Thus, the District may not be able to increase Special Tax levies in Improvement Area No. 17A in future fiscal years by enough to make up for delinquencies in Improvement Area No. 17A for prior fiscal years.

Improvement Area No. 19C

Location and Description. Improvement Area No. 19C was formed by the City on November 16, 2004 and is located in the northwest portion of the City, and is located south of the I-10 freeway and north of the S-60 highway. Improvement Area No. 19C consists of 668 detached single family residences subject to the Special Tax, of which 664 parcels are owned by individual homeowners. All 668 taxable parcels will be classified as Developed Property for the Fiscal Year 2020-21 Special Tax levy,

Assigned Special Taxes. Table A-22 below sets forth the Special Taxes that to be levied on taxable property within Improvement Area No. 19C in Fiscal Year 2021-22. The Special Taxes in Improvement Area No. 19C may not be levied after Fiscal Year 2043-44. The final maturity of the Improvement Area No. 19C 2021 Bonds is September 1, 2036.

TABLE A-22

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C
OF THE CITY OF BEAUMONT
ASSIGNED SPECIAL TAXES

Land Use	*Tax Class*	*Planning Area*	*No. of Parcels*	*Fiscal Year 2021-22 Assigned Special Tax Per Parcel*	*Fiscal Year 2021-22 Projected Special Tax Per Parcel*[(1)*]	*Total Projected Fiscal Year 2021-22 Special Tax Levy*[(1)*]	*Percent of Total*
Residential	Z1-D1	3B/7B/11A	8	$5,011	$3,270	$ 26,157	1.53%
Residential	Z1-D2	11B	19	4,915	3,207	60,931	3.57
Residential	Z2-D1	3B/7B/11A	75	4,462	2,911	218,347	12.78
Residential	Z2-D2	11B	67	4,365	2,849	190,856	11.17
Residential	Z2-D3	1	133	3,157	2,060	274,020	16.04
Residential	Z2-D4	2A/3A/4	137	3,816	2,490	341,168	19.96
Residential	Z2-D5	2B	63	3,157	2,060	129,799	7.60
Residential	Z2-D6	6	74	4,256	2,777	205,493	12.03
Residential	Z2-D7	8A	92	4,365	2,849	262,071	15.34
Totals			**668**			**$ 1,708,843**	**100.00%**

* *Preliminary, subject to change*
(1) Assumes annual Administrative Expenses in the amount of $30,000
Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 19C Rate and Method, see Appendix D — "RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE IMPROVEMENT AREAS."

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property (668 taxable parcels) in Improvement Area No. 19C, as established by the County Assessor for Fiscal Year 2020-21, which totals $231,318,696.

Improvement Area No. 19C 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. 19C is shown in Table A-23 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. 19C; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. The assessed value-to-lien ratio of the property within Improvement Area No. 19C, based on the

Fiscal Year 2020-21 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 19C, and assuming that the Improvement Area No. 19C 2021 Bonds have been issued to refund the Prior Improvement Area No. 19C 2021 Bonds, equals approximately 13.50-to-1*. This ratio does not include other overlapping debt within Improvement Area No. 19C, including the Improvement Area No. 19C 2017 Bonds. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within Improvement Area No. 19C to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 19C is approximately 9.87-to-1*.

* *Preliminary, subject to change*

TABLE A-23

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C OF THE CITY OF BEAUMONT DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2020-21 Assessed Valuation[1]	$ 231,318,696

II. LAND SECURED BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*[2]	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 19C	CFD	668	$ 27,120,000	$17,134,618	100.00%	$ 17,134,618*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT[3]						**$ 17,134,618***

Authorized and Unissued Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Authorized*	*Unissued*[4]	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 19C	CFD	668	$ 35,000,000	$ 0	100.00%	$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS[3]						**$ 0**

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS	**$ 17,134,618***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*	*% Applicable*[5]	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	668	$ 102,948,583	$ 90,172,486	3.662058%	$ 3,302,169
MT San Jacinto Comm (0.01320%)	GO	668	190,000,000	157,750,000	0.226456	357,234
San Gorgonio Memorial Healthcare District (0.06990%)	GO	668	108,000,000	102,730,000	2.569072	2,639,208
San Gorgonio Pass Water Agency (0.17750%)	GO	668	0	0	2.380385	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT						**$ 6,298,611**

Authorized and Unissued Direct and Overlapping Indebtedness	*Type*	*No. of Parcels*	*Authorized*	*Unissued*	*% Applicable*[5]	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	668	$ 141,000,000	$ 61,641,417	3.662058%	$ 2,257,344
MT San Jacinto Comm (0.01320%)	GO	668	295,000,000	105,000,000	0.226456	237,779
San Gorgonio Memorial Healthcare District (0.06990%)	GO	668	108,000,000	0	2.569072	0
San Gorgonio Pass Water Agency (0.17750%)	GO	668	0	0	2.380385	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS[3]						**$ 2,495,123**

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS	**$ 8,793,734**
TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT	**$ 23,433,229***
TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS	**$ 25,928,352***

IV. Ratios to 2020-21 Assessed Valuation

Outstanding Land Secured Bonded Debt	13.50:1*
Total Outstanding Bonded Debt	9.87:1*

* *Preliminary, subject to change*

(1) Fiscal Year 2020-21 Assessed Valuation data as of January 1, 2020, Riverside County Assessor's Office.

(2) Amount outstanding is equal to the outstanding principal amounts of the Improvement Area 19C Bonds, based on the principal amount of the Improvement Area 19C 2021 Bonds.

(3) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2020-21.

(4) Additional Bonds may be issued for refunding purposes only.

(5) Percentage applicable determined by Fiscal Year 2020-21 Equalized Roll Assessed Value information.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. Construction of homes has been completed on all 668 taxable parcels within Improvement Area No. 19C and 664 homes have been transferred to individual homeowners. Table A-24 below allocates the Special Tax lien and share of the Improvement Area No. 19C 2021 Bonds by owner based on the projected Fiscal Year 2021-22 Special Tax levy.

Table A-25 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 19C based on Fiscal Year 2020-21 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 19C 2021 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2020-21) and the ratio of the assessed value to its share of the Improvement Area No. 19C 2021 Bonds. The ratio of the value of an individual lot within Improvement Area No. 19C to its respective share of the principal amount of the Improvement Area No. 19C 2021 Bonds can be expected to vary.

TABLE A-24

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C
OF THE CITY OF BEAUMONT
ESTIMATED VALUE-TO-LIEN RATIOS FOR TOP TEN TAXPAYERS

Property Owner	*Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[(1)]	*Percent of Projected Fiscal Year 2021-22 Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 19C 2021 Bonds*[*]	*Allocation of CFD 93-1 IA 19C 2017 Bonds*	*Total Debt*[*]	*Aggregate Value-to-Lien Ratio*[(2)*]
2018-3 IH BORROWER LP	4	$ 8,671	0.51%	$ 13,289	0.51%	$ 1,233,649	0.53%	$ 25,397	$ 61,549	$ 86,946	14.19:1
Individual Owner	1	3,270	0.19	5,011	0.19	523,817	0.23	9,576	23,208	32,785	15.98:1
Individual Owner	1	3,270	0.19	5,011	0.19	520,379	0.22	9,576	23,208	32,785	15.87:1
Individual Owner	1	3,270	0.19	5,011	0.19	517,949	0.22	9,576	23,208	32,785	15.80:1
Individual Owner	1	3,270	0.19	5,011	0.19	509,379	0.22	9,576	23,208	32,785	15.54:1
Individual Owner	1	3,270	0.19	5,011	0.19	497,037	0.21	9,576	23,208	32,785	15.16:1
Individual Owner	1	3,270	0.19	5,011	0.19	493,823	0.21	9,576	23,208	32,785	15.06:1
Individual Owner	1	3,270	0.19	5,011	0.19	487,093	0.21	9,576	23,208	32,785	14.86:1
Individual Owner	1	3,270	0.19	5,011	0.19	477,500	0.21	9,576	23,208	32,785	14.56:1
Individual Owner	1	3,207	0.19	4,915	0.19	460,031	0.20	9,393	22,763	32,156	14.31:1
All Others	655	1,670,808	97.77	2,560,506	97.77	225,598,039	97.53	4,893,600	11,859,640	16,753,240	13.47:1
Total	**668**	**$ 1,708,843**	**100.00%**	**$2,618,795**	**100.00%**	**$ 231,318,696**	**100.00%**	**$ 5,005,000**	**$ 12,129,618**	**$ 17,134,618**	**13.50:1**

[*] *Preliminary, subject to change*

[(1)] Assumes annual Administrative Expenses in the amount of $30,000.

[(2)] Assessed value-to-lien based upon the par amount of the Improvement Area No. 19C Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-23.

Source: Webb Municipal Finance, LLC.

TABLE A-25

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C OF THE CITY OF BEAUMONT VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien[1]	*No. of Parcels*	*Percent of Total Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[4]	*Percent of Projected Fiscal Year 2021-22*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 19C 2017 Bonds*	*Allocation of CFD 93-1 IA 19C 2021 Bonds*	*Total Bonds*	*Aggregate Value-to-Lien Ratio*
Less than 5.00:1[2]	2	0.30%	$ 5,688	0.33%	$ 8,717	0.33%	$ 233,979	0.10%	$ 40,376	$ 16,660	$ 57,036	4.10:1
5.00:1 to 8.99:1	27	4.04	68,384	4.00	104,798	4.00	5,738,105	2.48	485,401	200,289	685,690	8.37:1
9.00:1 to 12.99:1	191	28.59	500,170	29.27	766,509	29.27	57,681,128	24.94	3,550,281	1,464,939	5,015,220	11.50:1
13.00:1 to 16.99:1	427	63.92	1,074,314	62.87	1,646,382	62.87	156,943,741	67.85	7,625,639	3,146,540	10,772,179	14.57:1
Greater than 16.99:1[3]	21	3.14	60,286	3.53	92,388	3.53	10,721,743	4.64	427,921	176,571	604,492	17.74:1
Total	**668**	**100.00%**	**$1,708,843**	**100.00%**	**$ 2,618,795**	**100.00%**	**$ 231,318,696**	**100.00%**	**$ 12,129,618**	**$ 5,005,000**	**$ 17,134,618**	**13.50:1**

* *Preliminary, subject to change*

(1) Assessed value-to-lien based upon par amount of the Improvement Area No. 19C 2021 Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-23.

(2) Minimum estimated assessed value-to-lien is 4.08:1*.

(3) Highest estimated assessed value-to-lien is 20.62:1*.

(4) Based on the debt service requirement of the Improvement Area No. 19C 2021 Bonds plus Administrative Expenses in the amount of $30,000.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 19C over the past 5 Fiscal Years.

TABLE A-26

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C
OF THE CITY OF BEAUMONT
ASSESSED VALUATION HISTORY
FISCAL YEARS 2016-17 THROUGH 2020-21

Fiscal Year	*Total Parcels*	*Parcels with Improvement Assessed Value*	*Land Assessed Value*	*Improvement Assessed Value*	*Total Assessed Valuation*[(1)]	*Annual Percent Change*
2016-17	669	669	$47,285,589	$153,292,818	$200,578,407	N/A
2017-18	669	669	47,110,443	162,116,596	209,227,039	4.31%
2018-19	669	669	47,404,258	169,487,721	216,891,979	3.66
2019-20	668[(2)]	668	47,560,206	176,523,460	224,083,666	3.32
2020-21	668	668	47,488,247	183,830,449	231,318,696	3.23

(1) As of January 1 of each year as shown on the County Assessor's Rolls.
(2) 1 parcel prepaid its Special Tax obligation effective Fiscal Year 2019-20.
Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the estimated Fiscal Year 2021-22 Special Tax levy, and Fiscal Year 2020-21 tax rates for all other taxing jurisdictions within Improvement Area No. 19C, the total estimated average effective tax rate for Developed Property in Improvement Area No. 19C is approximately 2.20%* of the Fiscal Year 2020-21 average assessed value for parcels with improvement value.

* *Preliminary, subject to change*

The following Table A-27 sets forth the estimated total tax obligation of property in Improvement Area No. 19C based on average assessed value of a parcel with a completed home (as provided by the County) in Improvement Area No. 19C.

TABLE A-27

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C
OF THE CITY OF BEAUMONT
ESTIMATED AVERAGE FISCAL YEAR TAX OBLIGATION[(1)]
FOR PARCELS OF DEVELOPED PROPERTY

Average Home Value[(2)]	$ 346,285
Ad Valorem Property Taxes:	
Basic Levy (1.0000%)	$ 3,462.85
Beaumont Unified School B & I (0.07438%)	257.57
MT San Jacinto Comm (0.01320%)	45.71
San Gorgonio Memorial Healthcare District (0.06990%)	242.05
San Gorgonio Pass Water District (0.17750%)	614.66
Total General Property Taxes	**$ 4,622.84**
Assessment, Special Taxes & Parcel Charges:	
FLD CNTRL STORMWATER/CLEANWATER	$ 3.74
CFD 93-1 IA 19C CITY OF BEAUMONT[(3)]	2,558.15*
CFD 93-1 IA 19C SRV CITY OF BEAUMONT[(4)]	359.90
SAN GORGONIO HOSPITAL MEASURE D	56.70
Total Assessment Charges	**$ 2,978.49***
Average Total Property Tax	**$ 7,601.33***
Average Effective Tax Rate	**2.20%***

* *Preliminary, subject to change*
(1) Average Fiscal Year 2021-22 tax rates based upon Fiscal Year 2020-21 Overlapping Taxes and Assessment Rates.
(2) Average Home Value is based upon average Assessed Values for Developed Property with Improvement Value for Fiscal Year 2020-21.
(3) Reflects Improvement Area No. 19C average projected Fiscal Year 2021-22 Special Tax Levy for facilities for Developed Property.
(4) Reflects Improvement Area No. 19C projected Fiscal Year 2021-22 Special Tax Levy for services for Developed Property.
Source: Webb Municipal Finance, LLC; based on home 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-28 below summarizes the Special Tax delinquencies within Improvement Area No. 19C for the past five Fiscal Years and as of May 12, 2021.

TABLE A-28

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 19C
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2016-17 THROUGH FISCAL YEAR 2020-21

			Delinquencies Following Fiscal Year End			*Delinquencies as of May 12, 2021*		
Fiscal Year	***Amount Levied***	***Parcels Levied***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***
2016-17	$2,375,874.00	669	12	$31,438.69	1.32%	0	$ 0.00	0.00%
2017-18	2,069,254.16	669	9	20,304.68	0.98	0	0.00	0.00
2018-19	1,889,992.32	669	6	15,237.02	0.81	2	5,148.24	0.27
2019-20	1,832,291.56	668	6	10,978.48	0.60	4	8,385.14	0.46
2020-21	1,805,076.74	668	N/A	N/A	N/A	12	24,687.17	1.37

Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. According to the Special Tax Consultant, based on the annual debt service for the Improvement Area No. 19C Bonds, Special Taxes levied in Improvement Area No. 19C, less estimated Administrative Expenses of $30,000 annually, and assuming no delinquencies, if levied at the Assigned Special Tax rates would generate in each Fiscal Year not less than 110% of debt service with respect to the Improvement Area No. 19C Bonds. The District does not expect to levy the Special Tax at the Assigned Special Tax rate and will levy the amount necessary to pay debt service on the Improvement Area No. 19C 2021 Bonds and Administrative Expenses.

Under the Mello-Roos Act, 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 Improvement Area. Thus, the District may not be able to increase Special Tax levies in Improvement Area No. 19C in future fiscal years by enough to make up for delinquencies in Improvement Area No. 19C for prior fiscal years.

Improvement Area No. 20

Location and Description. Improvement Area No. 20 was formed by the City on December 6, 2005 and is located in the southeast portion of the City, south of First Street and east of SR-79. Improvement Area No. 20 consists of 106 individually owned detached single family residences subject to the Special Tax. All 106 parcels are owned by individual homeowners. All 106 taxable parcels will be classified as Developed Property for the Fiscal Year 2021-22 Special Tax levy,

Assigned Special Taxes. Table A-29 below sets forth the Special Taxes that to be levied on taxable property within Improvement Area No. 20 in Fiscal Year 2021-22. The Special Taxes in Improvement Area No. 20 may not be levied after Fiscal Year 2043-44. The final maturity of the Improvement Area No. 20 2021 Bonds is September 1, 2035.

TABLE A-29

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20
OF THE CITY OF BEAUMONT
ASSIGNED SPECIAL TAXES

Land Use	*Tax Class*	*No. of Parcels*	*Fiscal Year 2021-22 Assigned Special Tax Per Dwelling Unit*	*Fiscal Year 2021-22 Projected Special Tax Per Parcel[(1)]**	*Total Projected Fiscal Year 2021-22 Special Tax Levy[(1)]**	*Percent of Total*
Residential	D1	106	$3,089	$2,398	$254,203	100.00%
Totals		**106**			**$254,203**	**100.00%**

* *Preliminary, subject to change*
(1) Assumes annual Administrative Expenses in the amount of $30,000.
Source: Webb Municipal Finance, LLC.

For the complete text of the Improvement Area No. 20 Rate and Method, see Appendix D — "RATES AND METHODS OF APPORTIONMENT OF SPECIAL TAXES FOR THE IMPROVEMENT AREAS."

Direct and Overlapping Debt. The Authority has obtained the assessed values of all of the taxable property (106 taxable parcels) in Improvement Area No. 20, as established by the County Assessor for Fiscal Year 2020-21, which totals $29,441,121.

Improvement Area No. 20 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. 20 is shown in Table A-30 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. 20; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. The assessed value-to-lien ratio of the property within Improvement Area No. 20, based on the Fiscal Year 2020-21 assessed values and all such estimated direct and overlapping special tax and assessment indebtedness within Improvement Area No. 20, and assuming that the Improvement Area No. 20 2021 Bonds have been issued to refund the Prior Improvement Area No. 20 2021 Bonds, equals approximately 11.19-to-1*. This ratio does not include other overlapping debt within Improvement Area No. 20. Taking that direct and overlapping debt into account, the ratio of the aggregate assessed value of the Taxable Property within

* *Preliminary, subject to change*

Improvement Area No. 20 to the total principal amount of all direct and overlapping debt (including general obligation bonded debt) for Improvement Area No. 20 is approximately 8.51-to-1*.

TABLE A-30

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20 OF THE CITY OF BEAUMONT DIRECT AND OVERLAPPING DEBT

I. ASSESSED VALUE

Fiscal Year 2020-21 Assessed Valuation(1)	$ 29,441,121

II. LAND SECURED BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding(2)*	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 20	CFD	106	$ 3,265,000	$ 2,630,000	100.00%	$ 2,630,000*
TOTAL OUTSTANDING LAND SECURED BONDED DEBT(3)						**$ 2,630,000***

Authorized and Unissued Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Authorized*	*Unissued(4)*	*% Applicable*	*Amount Applicable*
BEAUMONT CFD 93-1 IA 20	CFD	106	$ 10,000,000	$ 0(4)	100.00%	$ 0
TOTAL UNISSUED LAND SECURED INDEBTEDNESS(3)						**$ 0**

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS	**$ 2,630,000***

III. GENERAL OBLIGATION BOND INDEBTEDNESS

Outstanding Direct and Overlapping Bonded Debt	*Type*	*No. of Parcels*	*Issued*	*Outstanding*	*% Applicable(5)*	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	106	$ 102,948,583	$ 90,172,486	0.466089%	$ 420,284
MT San Jacinto Comm (0.01320%)	GO	106	190,000,000	157,750,000	0.028822	45,467
San Gorgonio Memorial Healthcare District (0.06990%)	GO	106	108,000,000	102,730,000	0.326979	3335,906
San Gorgonio Pass Water Agency (0.17750%)	GO	106	0	0	0.302964	0
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT						**$ 801,657**

Authorized and Unissued Direct and Overlapping Indebtedness	*Type*	*No. of Parcels*	*Authorized*	*Unissued*	*% Applicable(5)*	*Amount Applicable*
Beaumont Unified School B&I (0.074380%)	GO	106	$ 141,000,000	$ 61,641,417	0.466089%	$ 287,304
MT San Jacinto Comm (0.01320%)	GO	106	295,000,000	105,000,000	0.028822	30,263
San Gorgonio Memorial Healthcare District (0.06990%)	GO	106	108,000,000	0	0.326979	0
San Gorgonio Pass Water Agency (0.17750%)	GO	106	0	0	0.302964	0
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS(3)						**$ 317,567**

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS	**$ 1,119,224**
TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT	**$ 3,431,657***
TOTAL OF ALL OUTSTANDING AND UNISSUED DIRECT AND OVERLAPPING INDEBTEDNESS	**$ 3,749,224***

IV. Ratios to 2020-21 Assessed Valuation

Outstanding Land Secured Bonded Debt	11.19:1*
Total Outstanding Bonded Debt	8.58:1*

* *Preliminary, subject to change*

(1) Fiscal Year 2020-21 Assessed Valuation data as of January 1, 2020, Riverside County Assessor's Office.

(2) Amount outstanding is equal to the initial principal of the Improvement Area No. 20 2021 Bonds.

(3) Additional bonded debt or available bond authorization may exist but is not shown because a tax was not levied for Fiscal Year 2020-21.

(4) Refunding bonds may be issued for refunding purposes only

(5) Percentage applicable determined by Fiscal Year 2020-21 Equalized Roll Assessed Value information.

Source: Webb Municipal Finance, LLC.

Value-to-Lien. Construction of homes has been completed on all 106 taxable parcels within Improvement Area No. 20 and all homes have been transferred to individual homeowners. 106 parcels have prepaid their Special Tax obligation. Table A-31 below allocates the Special Tax lien and share of the Improvement Area No. 20 2021 Bonds by owner based on the projected Fiscal Year 2021-22 Special Tax levy.

Table A-32 below sets forth the stratification of value-to-liens of the developed parcels within Improvement Area No. 20 based on Fiscal Year 2020-21 assessed value and each parcel's respective share of the principal amount of the Improvement Area No. 20 2021 Bonds (allocated to each parcel based upon its respective share of the total projected Special Tax levy for Fiscal Year 2021-22) and the ratio of the assessed value to its share of the Improvement Area No. 20 2021 Bonds. The ratio of the value of an individual lot within Improvement Area No. 20 to its respective share of the principal amount of the Improvement Area No. 20 2021 Bonds can be expected to vary.

TABLE A-31

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20
OF THE CITY OF BEAUMONT
ESTIMATED VALUE-TO-LIEN RATIOS FOR TOP TEN TAXPAYERS

Property Owner	*Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[(1)]	*Percent of Projected Fiscal Year 2021-22 Levy*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 20 2021 Bonds**	*Aggregate Value-to-Lien Ratio*[(2)]*
Individual Owner	1	$ 2,398	0.94%	$ 3,089	0.94%	$ 401,594	1.36%	$ 24,811	16.19:1
Individual Owner	1	2,398	0.94	3,089	0.94	369,900	1.26	24,811	14.91:1
Individual Owner	1	2,398	0.94	3,089	0.94	360,978	1.23	24,811	14.55:1
Individual Owner	1	2,398	0.94	3,089	0.94	358,852	1.22	24,811	14.46:1
Individual Owner	1	2,398	0.94	3,089	0.94	358,852	1.22	24,811	14.46:1
Individual Owner	1	2,398	0.94	3,089	0.94	358,852	1.22	24,811	14.46:1
Individual Owner	1	2,398	0.94	3,089	0.94	358,852	1.22	24,811	14.46:1
Individual Owner	1	2,398	0.94	3,089	0.94	357,000	1.21	24,811	14.39:1
Individual Owner	1	2,398	0.94	3,089	0.94	355,000	1.21	24,811	14.31:1
Individual Owner	1	2,398	0.94	3,089	0.94	355,000	1.21	24,811	14.31:1
All Others	96	230,221	90.57	296,522	90.57	25,806,241	87.65	2,381,887	10.83:1
Total	**106**	**$ 254,203**	**100.00%**	**$ 327,409**	**100.00%**	**$ 29,441,121**	**100.00%**	**$ 2,630,000**	**11.19:1**

* *Preliminary, subject to change*

(1) Assumes annual Administrative Expenses in the amount of $30,000.

(2) Assessed value-to-lien based upon the par amount of the Improvement Area No. 20 Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-30.

Source: Webb Municipal Finance, LLC.

TABLE A-32

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20
OF THE CITY OF BEAUMONT
VALUE-TO-LIEN STRATIFICATION*

Assessed Value-to-Lien[1]	*No. of Parcels*	*Percent of Total Parcels*	*Projected Fiscal Year 2021-22 Special Tax Levy*[4]	*Percent of Projected Fiscal Year 2021-22*	*Fiscal Year 2021-22 Assigned Special Tax*	*Percent of Total Assigned Special Tax*	*Fiscal Year 2020-21 Assessed Value*	*Percent of Fiscal Year 2020-21 Assessed Value*	*Allocation of CFD 93-1 IA 20 2021 Bonds*	*Aggregate Value-to-Lien Ratio*
Less than 8.00:1[2]	5	4.72%	$ 11,991	4.72%	$ 15,444	4.72%	$ 838,994	2.85%	$ 124,057	6.76:1
8.00:1 to 9.99:1	32	30.19	76,740	30.19	98,841	30.19	7,114,761	24.17	793,962	8.96:1
10.00:1 to 11.99:1	26	24.53	62,352	24.53	80,308	24.53	7,186,735	24.41	645,094	11.14:1
12.00:1 to 13.99:1	31	29.25	74,342	29.25	95,752	29.25	9,968,721	33.86	769,151	12.96:1
Greater than 13.99:1[3]	12	11.32	28,778	11.32	37,065	11.32	4,331,910	14.71	297,736	14.55:1
Total	**106**	**100.00%**	**$254,203**	**100.00%**	**$327,409**	**100.00%**	**$29,441,121**	**100.00%**	**$ 2,630,000**	**11.19:1**

* *Preliminary, subject to change*

(1) Assessed value-to-lien based upon par amount of the Improvement Area No. 20 Bonds. Excludes non-land secured direct and overlapping debt shown in Table A-30.

(2) Minimum estimated assessed value-to-lien is 5.05:1*.

(3) Highest estimated assessed value-to-lien is 16.19:1*.

(4) Based on the debt service requirement of the Improvement Area No. 2021 Bonds plus Administrative Expenses in the amount of $30,000.

Source: Webb Municipal Finance, LLC.

Historical Assessed Values. The following table summarizes the historical and current assessed values within Improvement Area No. 20 over the past 5 Fiscal Years.

TABLE A-33

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20
OF THE CITY OF BEAUMONT
ASSESSED VALUATION HISTORY
FISCAL YEARS 2016-17 THROUGH 2020-21

Fiscal Year	*Total Parcels*	*Parcels with Improvement Assessed Value*	*Land Assessed Value*	*Improvement Assessed Value*	*Total Assessed Valuation*[(1)]	*Annual Percent Change*
2016-17	106	106	$5,388,457	$18,559,435	$23,947,892	N/A
2017-18	106	106	5,430,414	20,470,931	25,901,345	8.16%
2018-19	106	106	5,555,344	21,767,541	27,322,885	5.49
2019-20	106	106	5,689,013	23,004,666	28,693,679	5.02
2020-21	106	106	5,729,509	23,711,612	29,441,121	2.60

(1) As of January 1 of each year as shown on the County Assessor's Rolls.
Sources: Webb Municipal Finance, LLC; County Assessor.

Effective Tax Rate. Based on the estimated Fiscal Year 2021-22 Special Tax levy, and Fiscal Year 2020-21 tax rates for all other taxing jurisdictions within Improvement Area No. 20, the total estimated average effective tax rate for Developed Property in Improvement Area No. 20 is approximately 2.35%* of the Fiscal Year 2020-21 average assessed value for parcels with improvement value.

* *Preliminary, subject to change*

The following Table A-34 sets forth the estimated total tax obligation of property in Improvement Area No. 20 based on average assessed value of a parcel with a completed home (as provided by the County) in Improvement Area No. 20.

TABLE A-34

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20
OF THE CITY OF BEAUMONT
ESTIMATED AVERAGE FISCAL YEAR TAX OBLIGATION[(1)]
FOR PARCELS OF DEVELOPED PROPERTY

Average Home Value[(2)]	$ 277,746
Ad Valorem Property Taxes:	
Basic Levy (1.0000%)	$ 2,777.46
Beaumont Unified School B & I (0.07438%)	206.59
MT San Jacinto Comm (0.01320%)	36.66
San Gorgonio Memorial Healthcare District (0.06990%)	194.14
San Gorgonio Pass Water District (0.17750%)	493.00
Total General Property Taxes	**$ 3,707.86**
Assessment, Special Taxes & Parcel Charges:	
FLD CNTRL STORMWATER/CLEANWATER	$ 3.74
CFD 93-1 IA 20 CITY OF BEAUMONT[(3)]	2,398.14*
CFD 93-1 IA 20 SRV CITY OF BEAUMONT[(4)]	359.90
SAN GORGONIO HOSPITAL MEASURE D	56.70
Total Assessment Charges	**$ 2,818.48***
Average Total Property Tax	**$ 6,526.34***
Average Effective Tax Rate	**2.35%***

* *Preliminary, subject to change*

(1) Average Fiscal Year 2021-22 tax rates based upon Fiscal Year 2020-21 Overlapping Taxes and Assessment Rates.

(2) Average Home Value is based upon average Assessed Values for Developed Property with Improvement Value for Fiscal Year 2020-21.

(3) Reflects Community Facilities District No. 93-1 Improvement Area No. 20 average projected Fiscal Year 2021-22 Special Tax Levy for facilities for Developed Property.

(4) Reflects Community Facilities District No. 93-1 Improvement Area No. 20 projected Fiscal Year 2021-22 Special Tax Levy for services for Developed Property.

Source: Webb Municipal Finance, LLC; based on home 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-35 below summarizes the Special Tax delinquencies within Improvement Area No. 20 for the past five Fiscal Years and as of May 12, 2021.

TABLE A-35

COMMUNITY FACILITIES DISTRICT NO. 93-1 IMPROVEMENT AREA NO. 20
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES
FISCAL YEARS 2016-17 THROUGH FISCAL YEAR 2020-21

			Delinquencies Following Fiscal Year End			*Delinquencies as of May 12, 2021*		
Fiscal Year	***Amount Levied***	***Parcels Levied***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***
2016-17	$296,543.48	106	0	$0.00	0.00%	0	0.00%	0.00%
2017-18	289,335.48	106	0	0.00	0.00	0	0.00	0.00
2018-19	276,738.44	106	0	0.00	0.00	0	0.00	0.00
2019-20	283,456.72	106	0	0.00	0.00	0	0.00	0.00
2020-21	289,632.28	106	N/A	N/A	N/A	0	0.00	0.00

Source: Webb Municipal Finance, LLC.

Local Obligation Coverage. According to the Special Tax Consultant, based on the annual debt service for the Improvement Area No. 20 2021 Bonds, Special Taxes levied in Improvement Area No. 20, less estimated Administrative Expenses of $30,000 annually, and assuming no delinquencies, if levied at the Assigned Special Tax rates would generate in each Fiscal Year not less than 110% of debt service with respect to the Improvement Area No. 20 2021 Bonds. The District does not expect to levy the Special Tax at the Assigned Special Tax rate and will levy the amount necessary to pay debt service on the Improvement Area No. 20 2021 Bonds and Administrative Expenses.

Under the Mello-Roos Act, 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 Improvement Area. Thus, the District may not be able to increase Special Tax levies in Improvement Area No. 20 in future fiscal years by enough to make up for delinquencies in Improvement Area No. 20 for prior fiscal years.

APPENDIX B

SUMMARY OF PRINCIPAL LEGAL 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 51,475 persons.

Population

The following table offers population estimates for the City, the County and the State as of January 1 for the years 2016 through 2020.

Area	*2016*	*2017*	*2018*	*2019*	*2020*
City of Beaumont	44,685	46,025	47,776	49,630	51,475
County of Riverside	2,343,785	2,376,580	2,400,762	2,422,146	2,442,304
State of California	39,131,307	39,398,702	39,586,646	39,695,376	39,782,870

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2011-2020, with 2010 Census Benchmark. Sacramento, California, May 2020.

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 2015 through 2019.

BUILDING PERMIT VALUATIONS
City of Beaumont
2015-2019

	2015	*2016*	*2017*	*2018*	*2019*
Valuation ($000):					
Residential	$78,326	$ 85,627	$121,802	$183,245	$159,847
Non-residential	6,911	33,002	10,219	271,487	30,157
Total*	$85,237	$118,629	$132,021	$454,732	$196,004
Residential Units:					
Single family	452	443	715	656	528
Multiple family	0	38	2	112	0
Total	452	481	717	768	528

* Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

BUILDING PERMITS AND VALUATIONS
2015 through 2019
Riverside County
(Dollars in Thousands)

	2015	*2016*	*2017*	*2018*	*2019*
Valuation ($000):					
Residential	$1,536,742	$1,759,535	$1,903,417	$2,558,081	$2,275,405
Non-residential	911,465	1,346,019	1,433,691	1,959,680	1,285,856
Total*	$2,448,207	$3,105,554	$3,337,108	$4,517,761	$3,561,261
Residential Units:					
Single family	5,007	5,662	6,265	7,540	6,563
Multiple family	1,189	1,039	1,070	1,628	1,798
Total	6,196	6,701	7,335	9,168	8,361

* Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

Employment

The following table shows the largest employers located in the County as of Fiscal Year ending June 30, 2020.

LARGEST EMPLOYERS
County of Riverside
(As of June 30, 2020)

Rank	*Name of Business*	*Employees*	*Type of Business*
1.	County of Riverside	21,672	County Government
2.	Amazon	10,500	Technology/E-Commerce
3.	University of California, Riverside	9,770	University
4.	March Air Reserve Base	9,600	Military Reserve Base
5.	Stater Brothers Markets	8,304	Supermarket
6.	Kaiser Permanente Riverside Medical Center	5,700	Medical Center
7.	Pechanga Resort and Casino	5,078	Casino & Resort
8.	Wal-Mart	4,931	Retail and Wholesale
9.	Corona-Norco Unified School District	4,903	School District
10.	Ross Dress for Less	4,321	Retail

Source: County of Riverside Comprehensive Annual Financial Report for the year ending June 30, 2020.

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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 period from 2016 through 2020.

RIVERSIDE-SAN BERNARDINO-ONTARIO MSA
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2016	*2017*	*2018*	*2019*	*2020*
Civilian Labor Force	1,983,300	2,017,700	2,053,400	2,071,800	2,073,900
Civilian Employment	1,865,200	1,914,900	1,966,800	1,988,600	1,872,600
Civilian Unemployment	118,000	102,800	86,600	83,200	201,300
Civilian Unemployment Rate	6.0%	5.1%	4.2%	4.0%	9.7%
Total Farm	14,600	14,500	14,500	15,100	13,900
Total Nonfarm	1,403,300	1,454,900	1,506,700	1,541,800	1,487,800
Total Private	1,161,000	1,203,900	1,249,500	1,281,300	1,238,700
Goods Producing	191,600	197,600	207,500	208,300	200,500
Mining and Logging	900	1,000	1,200	1,200	1,300
Construction	92,000	97,400	105,200	105,900	105,000
Manufacturing	98,700	99,200	101,100	101,200	94,300
Service Providing	1,211,700	1,257,300	1,299,300	1,333,500	1,287,400
Trade, Transportation and Utilities	347,900	365,500	379,600	390,700	403,800
Wholesale Trade	61,600	62,600	65,500	66,700	64,600
Retail Trade	178,300	180,900	181,200	181,300	168,800
Transportation, Warehousing and Utilities	108,000	122,100	132,900	142,800	170,500
Information	11,800	11,600	11,400	11,500	9,400
Financial Activities	44,300	43,900	43,800	44,200	43,700
Professional and Business Services	144,900	146,900	151,400	155,500	154,000
Educational and Health Services	215,700	226,700	239,500	250,100	248,700
Leisure and Hospitality	160,200	166,300	170,600	175,200	139,200
Other Services	44,600	45,400	45,800	45,800	39,600
Government	242,300	251,000	257,200	260,500	249,100
Total, All Industries	1,417,900	1,469,400	1,521,200	1,556,900	1,501,800

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 2020 Benchmark.

The following table summarizes the labor force, employment and unemployment figures for the period from 2016 through 2020 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

Year and Area	*Labor Force*	*Employment*[(1)]	*Unemployment*[(2)]	*Unemployment Rate (%)*[(3)]
2016				
Beaumont	20,600	19,600	1,000	4.8%
Riverside County	1,052,400	988,100	64,300	6.1
State of California	19,044,500	18,002,800	1,041,700	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	1,073,400	1,017,100	56,300	5.2
State of California	19,205,300	18,285,500	919,800	4.8
United States[(4)]	160,320,000	153,337,000	6,982,000	4.4
2018				
Beaumont	22,700	21,900	800	3.3%
Riverside County	1,091,383	1,042,675	48,692	4.5
State of California	19,281,092	18,460,433	820,650	4.3
United States[(4)]	162,075,000	155,761,000	6,314,000	3.9
2019				
Beaumont	23,000	22,300	800	3.3%
Riverside County	1,104,025	1,057,883	46,158	4.2
State of California	19,408,271	18,623,000	784,375	4.0
United States[(4)]	163,539,000	157,538,000	6,001,000	3.7
2020				
Beaumont	23,600	21,600	2,000	8.6%
Riverside County	1,107,700	997,700	110,000	9.9
State of California	18,821,200	16,913,100	1,908,100	10.1
United States	160,742,000	147,795,000	12,947,000	8.1

(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 2020 Benchmark and U.S. Department of Labor, Bureau of Labor Statistics.

The following table summarizes the labor force, employment and unemployment figures for the period from 2015 through 2020 for the County, the State and the nation as a whole.

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA AND UNITED STATES
Average Annual Civilian Labor Force, Employment and Unemployment

Year and Area	*Labor Force*	*Employment*[(1)]	*Unemployment*[(2)]	*Unemployment Rate (%)*[(3)]
2015				
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				
Riverside County	1,052,400	988,100	64,300	6.1%
State of California	19,044,500	18,002,800	1,041,700	5.5
United States[(4)]	159,187,000	151,436,000	7,751,000	4.9
2017				
Riverside County	1,073,400	1,017,100	56,300	5.2%
State of California	19,205,300	18,285,500	919,800	4.8
United States[(4)]	160,320,000	153,337,000	6,982,000	4.4
2018				
Riverside County	1,091,383	1,042,675	48,692	4.5%
State of California	19,281,092	18,460,433	820,650	4.3
United States[(4)]	162,075,000	155,761,000	6,314,000	3.9
2019				
Riverside County	1,104,025	1,057,883	46,158	4.2%
State of California	19,408,271	18,623,000	784,375	4.0
United States[(4)]	163,539,000	157,538,000	6,001,000	3.7
2020				
Riverside County	1,107,700	997,700	110,000	9.9%
State of California	18,821,200	16,913,100	1,908,100	10.1
United States	160,742,000	147,795,000	12,947,000	8.1

(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 2020 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 approximately 29.7% between 2014 and 2019. The following table summarizes personal income for Riverside County for 2014 through 2019.

PERSONAL INCOME
Riverside County
2014-2019
(Dollars in Thousands)

Year	*Riverside County*	*Annual Percent Change*
2014	$80,776,153	N/A
2015	86,196,663	6.7%
2016	90,713,807	5.2
2017	94,542,096	4.2
2018	99,266,122	5.0
2019	104,794,676	5.6

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 2014-2019. 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
2014-2019[(1)]

Year	*Riverside County*	*California*	*United States*
2014	$34,875	$52,363	$47,071
2015	36,745	55,833	49,019
2016	38,114	58,048	50,015
2017	39,148	60,549	52,118
2018	40,587	63,720	54,606
2019	42,418	66,619	56,490

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

APPENDIX D

**RATES AND METHODS OF APPORTIONMENT
OF SPECIAL TAXES FOR
THE IMPROVEMENT AREAS**

**RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 7B 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. 7B ("IA No. 7B") 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," "Final Map Property," and "Undeveloped Property," as described below. All of the real property in IA No. 7B 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.

**SECTION A
DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"**Acre or Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"**Act**" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means any ordinary and necessary expense of the City to carry out the administration of IA No. 7B of CFD No. 93-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of IA No. 7B, and costs otherwise incurred in order to carry out the authorized purposes of IA No. 7B.

"**Assessor's Parcel**" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 93-1.

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Assigned Special Tax for Facilities**" means the Special Tax of that name described in Section D below.

"**Backup Special Tax for Facilities**" means the Special Tax of that name described in Section F below.

"**Bonds**" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-teen leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"**Building Permit**" means a permit for new construction fora residential dwelling or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"**Building Square Footage**" or "**BSF**" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"**Calendar Year**" means the period commencing January 1 of any year and ending the following December 31.

"**CFD Administrator**" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 93-1**" means Community Facilities District No. 93-1 established by the City under the Act.

"**City**" means the City of Beaumont.

"**City Council**" means the City Council of the City, acting as the Legislative Body of CFD No. 93-1, or its designee.

"**Condominium**" means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

"**Consumer Price Index**" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels that: (i) were issued Building Permits on or before June 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) were created on or before the June 1st preceding the Fiscal Year in which the Special Tax is being levied, and that each such Assessor's Parcel is associated with a Lot, as reasonably determined by the City.

"**Dwelling Unit**" means one or more separate residence on a Parcel.

"**Exempt Property**" means all Assessors' Parcels designated as being exempt from Special Tax as determined in Section J.

"**Final Map**" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or the recordation of a Condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

"**Final Map Property**" means all Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the June 1st preceding the Fiscal Year in which the Special fax is being levied, and (ii) for which a Building Permit was not issued prior on or before June 1 preceding the Fiscal Year in which the Special Tax is being levied.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending the following June 30.

"**Improvement Area No. 7B**" or "**IA No. 7B**" means Improvement Area No. 7B as depicted on the boundary map of CFD No. 93-1.

"**Lot**" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"**Maximum Special Tax**" means the Maximum Special Tax for Facilities and Maximum Special Tax for Services.

"**Maximum Special Tax for Facilities**" means the maximum Special Tax, determined in accordance with Section C that can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"**Maximum Special Tax for Services**" means the maximum Special Tax, determined in accordance with Section C that can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"**Non Residential Property**" means all Assessors' Parcels of (i) Developed Property for which a Building Permit was issued for any type of non-residential use, or (ii) Final Map Property.

"**Operating Fund**" means a fund that shall be maintained for IA No. 7B of CFD No. 93-1 for arty Fiscal Year to pay for the actual costs of maintenance, repair, and replacement of the Service Area, and the Administrative Expenses.

"**Operating Fund Balance**" means the amount of funds in the Operating Fund at the end of the preceding Fiscal Year.

"**Partial Prepayment Amount**" means the amount required to prepay a portion of the Special Tax for Facilities obligation for an Assessor's Parcel, as described in Section H.

"**Prepayment Amount**" means the amount required to prepay the Special Tax for Facilities obligation in full for an Assessor's Parcel, as described in Section G.

"**Proportionately**" means that i) the ratio of the actual Special Tax for Facilities levy to the applicable Assigned Special lax for Facilities is equal for all applicable Assessor's Parcels and ii) the ratio of the actual Special Tax for Services levy to the applicable Maximum Special Tax for Services is equal for all applicable Assessor's Parcels. In case of Developed Property subject to the apportionment of the Special Tax for Facilities under step four of Section F, "Proportionately" means that the quotient of (a) the actual Special Tax for Facilities levy less the Assigned Special Tax for Facilities divided by (b) the Backup Special Tax for Facilities less the Assigned Special Tax for Facilities, is equal for all applicable Assessor's Parcels.

"**Residential Property**" means all Assessors' Parcels of (i) Developed Property for which a Building Permit has been issued for purposes of constructing one or more residential dwelling units, or (ii) Parcels on a Final Map.

"**Service Area**" means the landscape parkways, neighborhood park, easements and green belts within the boundaries of IA No. 7B and the City of Beaumont, and IA No. 7B's fair share of storm drain and flood control facilities.

"**Special Tax**" means Special Tax for Facilities and Special Tax for Services.

"**Special Tax Category**" means the classification for a Parcel by name and/or Building Square Footage.

"**Special Tax for Facilities**" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Fax Requirement for Facilities.

"**Special Tax for Services**" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Services.

"**Special Tax Requirement**" means Special Tax Requirement for Facilities and Special Tax Requirement for Services.

"**Special Tax Requirement for Facilities**" means the amount required in any Fiscal Year for IA No. 7B to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, and (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by IA No. 7B provided that such amount shall not be levied later than the 2049-2050 Fiscal Year, and the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement.

"**Special Tax Requirement for Services**" means the amount determined in any Fiscal Year for IA No. 7B equal to (i) the budgeted costs of the maintenance, repair and replacement of the Service Area which have been accepted and maintained or are reasonably expected to be accepted and maintained during the current Fiscal Year, (ii) Administrative Expenses, and (iii) anticipated delinquent Special Taxes for Services based on the delinquency rate in IA No. 7B for the previous Fiscal Year, less (iv) the Operating Fund Balance.

"**Taxable Property**" means all Assessors' Parcels within CFD No. 93-1 which are not Exempt Property.

"**Undeveloped Property**" means all Assessors' Parcels of Taxable Property which are not Developed Property or Final Map Property.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2005-2006, each Assessor's Parcel within IA No. 7B shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property or Undeveloped Property. Lastly, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non Residential Property.

SECTION C
MAXIMUM SPECIAL TAXES

1. <u>Developed Property</u>

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in Table 1 or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel of Residential Property that is classified as Developed Property for Fiscal Year 2004-2005 shall be $240 per unit. The Maximum Special Tax for Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property for Fiscal Year 2004-2005 shall be $1,600 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

2. Final Map Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel classified as Final Map Property in Fiscal Year 2004-2005 shall be $1,600 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

3. Undeveloped Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel classified as Undeveloped Property in Fiscal Year 2004-2005 shall be $1,600 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price index for the Calendar Year ending in December of the prior Fiscal Year.

SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property, Final Map Property, and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property, Final Map Property, and Undeveloped Property for any Fiscal Year shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES

Special Tax Class	Land Use Designation	Square Footage Range	Assigned Special Tax for Fiscal Year 2004-2005
1	1 Residential, Condominiums	N/A	$1,570 per Dwelling Unit or Lot
2	Residential, Single Family Detached	Less than 1,700	$1,850 per Dwelling Unit or Lot
3	Residential, Single Family Detached	1,700 to 1,999	$2,090 per Dwelling Unit or Lot
4	Residential, Single Family Detached	2,000 to 2,125	$2,370 per Dwelling Unit or Lot
5	Residential, Single Family Detached	2,126 to 2,399	$2,560 per Dwelling Unit or Lot
6	Residential, Single Family Detached	More than 2,399	$3,080 per Dwelling Unit or Lot
7	Non-Residential	N/A	$23,000 per Acre
8	Final Map Property	N/A	$23,000 per Acre
9	Undeveloped Property	N/A	$18,000 per Acre

On each July 1, commencing on July 1, 2005, the Assigned Special Tax for Facilities for each Assessor's Parcel of Developed Property, Final Map Property, and Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

SECTION E
BACKUP SPECIAL TAXES FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax for Facilities. In each Fiscal Year, the Backup Special Tax for Facilities rate for Developed Property classified as Residential Property within a Final Map shall be the rate per Dwelling Unit or Eat calculated according to the following formula:

$$B = \frac{T}{L}$$

The terms above have the following meanings:

B = Backup Special Tax for Facilities per Residential Property Dwelling Unit or Lot by Special Tax Category each Fiscal Year
T = Total Special Tax for Facilities per Table 2 by Special Tax Category for the applicable Fiscal Year
L = Dwelling Units and Lots in the Final Map per Special Tax Category which are classified or to be classified as Residential Property.

TABLE 2
BACKUP SPECIAL TAX FOR FACILITIES

Special Tax Class	Land Use Designation/Square Footage Range	Expected Number of Dwelling Units	Total Special Tax for Fiscal Year 2004-2005	Anticipated Backup Special Tax per Dwelling Unit or Lot
1	Residential, Condominiums/N/A	106	$151,050	$1,570
2	Residential, Single Family Detached/ < 1,700	109	$182,575	$1,850
3	Residential, Single Family Detached/ 1,700 – 1,999	0	$0	$2,090
4	Residential, Single Family Detached/ 2,000 – 2,125	100	$215,000	$2,365
5	Residential, Single Family Detached/ 2,126 – 2,399	0	$0	$2,560
6	Residential, Single Family Detached/ 2,399	32	$89,600	$3,080

Each July 1, commencing on July 1, 2005, the Backup Special Tax for each Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year,

SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAX FOR FACILITIES AND THE SPECIAL TAX FOR SERVICES

1. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Facilities on all Taxable Property within IA No. 7B until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

   Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in Table 1 as needed to satisfy the Special Tax Requirement for Facilities.

   Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of

the Assigned Special ‘fax for Facilities applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor’s Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property classified as Undeveloped Property pursuant to Section J. at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Services on all Taxable Property within IA No. 7B until the amount of Special Tax for Services equals the Special Tax Requirement for Services in accordance with the following steps:

Step One: The Maximum Special Tax for Services shall be levied Proportionately on each Assessor’s Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Services as needed to satisfy the Special Tax Requirement for Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the first step has been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor’s Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Services.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the two steps have been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Services.

Under no circumstances will the Special Tax for Facilities or the Special Tax for Services levied against any Assessor’s Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor’s Parcel or Parcels within CFD No. 93-1 by more than ten (10) percent of the Special Tax that would be levied in that Fiscal Year, if there were no delinquencies, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 93-1.

SECTION G
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following definitions apply to this Section G:

"**CFD Public Facilities**" means $15,000,000 expressed in 2004 dollars, which shall increase by the Construction Inflation Index on January 1, 2005, and on each January 1 thereafter, or such lower number as (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 93-1, or (ii) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"**Construction Fund**" means an account specifically identified in the Indenture or functionally equivalent to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 93-1.

"**Construction Inflation Index**" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"**Future Facilities Costs**" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts or funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"**Outstanding Bonds**" means all previously issued bonds issued and secured by the levy of Special Tax for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a Building Permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J. may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner oldie amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 93-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Taxes fear Facilities and the Backup Special Taxes for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel as though it was already designated as Developed Property based upon the Building Permit issued or to be issued for that Assessor's Parcel. For Assessor's Parcels classified as Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities.

2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the City, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the City.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2 (a) or 2 (b) by the amount determined pursuant to paragraph 5. to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").

7. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to the Special Tax for Facilities obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of CM No. 93-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H
PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H. below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special 'f ax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.
P_G = the Prepayment Amount calculated according to Section G.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special fax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CH) No. 93-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities for shall cease.

MANDATORY PARTIAL PREPAYMENT: Prior to the close of escrow for the first transfer of title of any Developed Parcel after the date on which a Certificate of Occupancy for such Parcel was issued by the City, the Maximum Special Tax shall be subject to mandatory partial prepayment in a amount necessary to bring the Total Property Tax Burden for the then-current Fiscal Year to an amount less than or equal to 2% of the sale price of the Parcel. The amount required shall be due and payable upon transfer of title. No prepayment shall be required if the Total Property Tax Burden is not in excess of the 2% limit. The Builder shall notify the City in writing of the mandatory partial repayment requirement at least 30 days prior to close of escrow. The City shall calculate and determine the prepayment amount using the methodology for a partial prepayment herein, such that use partial prepayment shall be in the exact percentage required for a Total Property Tax Burden not in excess of the 2% limit.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I
TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessors' Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 93-1 for uncollected Special Fax for Facilities associated with the levy of such Special Taxes for Facilities, but not later than the 2049-50 Fiscal Year. The Special Tax for Services shall be levied as long as it is needed to meet the Special Tax Requirement for Services, as determined at the sole discretion of the City Council.

SECTION J
EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of all Taxable Property to less than 67 Acres. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 67 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 67 Acres will continue to be classified as Undeveloped Property, and will continue to be subject to Special Taxes accordingly.

SECTION K
APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 93-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION L
MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 93-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 7C 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. 7C ("IA No. 7C") 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 Fax for "Developed Property," "Final Map Property," and "Undeveloped Property," as described below. All of the real property in IA No. 7C 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.

**SECTION A
DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"**Acre or Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"**Act**" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means any ordinary and necessary expense of the City to carry out the administration of IA No. 7C of CFD No. 93-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of IA No. 7C, and costs otherwise incurred in order to carry out the authorized purposes of IA No. 7C.

"**Assessor's Parcel**" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 93-1.

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Assigned Special Tax for Facilities**" means the Special Tax of that name described in Section D below.

"**Backup Special Tax for Facilities**" means the Special Tax of that name described in Section E below.

"**Bonds**" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"**Building Permit**" means a permit for new construction for a residential dwelling or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"**Building Square Footage**" or "**BSF**" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"**Calendar Year**" means the period commencing January 1 of any year and ending the following December 31.

"**CFD Administrator**" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 93-1**" means Community Facilities District No. 93-1 established by the City under the Act.

"**City**" means the City of Beaumont.

"**City Council**" means the City Council of the City, acting as the Legislative Body of CFD No. 93-1, or its designee.

"**Condominium**" means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

"**Consumer Price Index**" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels that: (i) were issued Building Permits on or before June 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) were created on or before the June 1st preceding the Fiscal Year in which the Special Tax is being levied, and that each such Assessor's Parcel is associated with a Lot, as reasonably determined by the City.

"**Dwelling Unit**" means one or more separate residence on a Parcel.

"**Exempt Property**" means all Assessors' Parcels designated as being exempt from Special Tax as determined in Section J.

"**Final Map**" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or the recordation of a Condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

"**Final Map Property**" means all Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the June 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior on or before June 1 preceding the Fiscal Year in which the Special Tax is being levied.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending the following June 30.

"**Improvement Area No. 7C**" or "**IA No. 7C**" means Improvement Area No. 7C as depicted on the boundary map of CFD No. 93-1.

"**Lot**" means an individual legal lot created by a Final Map for inch a Building Permit could be issued.

"**Maximum Special Tax**" means the Maximum Special Tax for Facilities and Maximum Special Tax for Services.

"**Maximum Special Tax for Facilities**" means the maximum Special Tax, determined in accordance with Section C that can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"**Maximum Special Tax for Services**" means the maximum Special Tax, determined in accordance with Section C that can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"**Non Residential Property**" means all Assessors' Parcels of (i) Developed Property for which a Building Permit was issued for any type of non-residential use, or (ii) Final Map Property.

"**Operating Fund**" means a fund that shall be maintained for IA No. 7C of CFD No. 93-1 for any Fiscal Year to pay for the actual costs of maintenance, repair, and replacement of the Service Area, and the Administrative Expenses.

"**Operating Fund Balance**" means the amount of funds in the Operating Fund at the end of the preceding Fiscal Year.

"**Partial Prepayment Amount**" means the amount required to prepay a portion of the Special Tax for Facilities obligation for an Assessor's Parcel, as described in Section H.

"**Prepayment Amount**" means the amount required to prepay the Special Tax for Facilities obligation in full for an Assessor's Parcel, as described in Section G.

"**Proportionately**" means that i) the ratio of the actual Special Tax for Facilities levy to the applicable Assigned Special Tax for Facilities is equal for all applicable Assessor's Parcels and ii) the ratio of the actual Special Tax for Services levy to the applicable Maximum Special Tax for Services is equal for all applicable Assessor's Parcels. In case of Developed Property subject to the apportionment of the Special Tax for Facilities under step four of Section F, "Proportionately" means that the quotient of (a) the actual Special Tax for Facilities levy less the Assigned Special Tax for Facilities divided by (b) the Backup Special Tax for Facilities less the Assigned Special Tax for Facilities, is equal for all applicable Assessor's Parcels.

"**Residential Property**" means all Assessors' Parcels of (i) Developed Property for which a Building Permit has been issued for purposes of constructing one or more residential dwelling units, or (ii) Parcels on a Final Map.

"**Service Area**" means the landscape parkways, neighborhood park, easements and green belts within the boundaries of IA No. 7C and the City of Beaumont, and IA No. 7C's fair share of storm drain and flood control facilities.

"**Special Tax**" means Special Tax for Facilities and Special Tax for Services.

"**Special Tax Category**" means the classification for a Parcel by name and/or Building Square Footage.

"**Special Tax for Facilities**" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"**Special Tax for Services**" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Services.

"**Special Tax Requirement**" means Special Tax Requirement for Facilities and Special Tax Requirement for Services.

"**Special Tax Requirement for Facilities**" means the amount required in any Fiscal Year for IA No. 7C to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, and (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by IA No. 7C provided that such amount shall not be levied later than the 2049-2050 Fiscal Year, and the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement.

"**Special Tax Requirement for Services**" means the amount determined in any Fiscal Year for IA No. 7C equal to (i) the budgeted costs of the maintenance, repair and replacement of the Service Area which have been accepted and maintained or are reasonably expected to be accepted and maintained during the current Fiscal Year, (ii) Administrative Expenses, and (iii) anticipated delinquent Special Taxes for Services based on the delinquency rate in IA No. 7C for the previous Fiscal Year, less (iv) the Operating Fund Balance.

"**Taxable Property**" means all Assessors' Parcels within CFD No. 93-1 which are not Exempt Property.

"**Undeveloped Property**" means all Assessors' Parcels of Taxable Property which are not Developed Property or Final Map Property.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2005-2006, each Assessor's Parcel within IA No. 7C shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property or Undeveloped Property. Lastly, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non Residential Property.

SECTION C
MAXIMUM SPECIAL TAXES

1. <u>Developed Property</u>

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in Table 1 or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel of Residential Property that is classified as Developed Property for Fiscal Year 2004-2005 shall be $240 per unit. The Maximum Special Tax for Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property for Fiscal Year 2004-2005 shall be $1,600 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

2. Final Map Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel classified as Final Map Property in Fiscal Year 2004-2005 shall be $1,600 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price index for the Calendar Year ending in December of the prior Fiscal Year.

3. Undeveloped Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel classified as Undeveloped Property in Fiscal Year 2004-2005 shall be $1,600 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property, Final Map Property, and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property, Final Map Property, and Undeveloped Property for any Fiscal Year shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES

Special Tax Class	Land Use Designation	Square Footage Range	Assigned Special Tax for Fiscal Year 2004-2005
1	Residential, Condominiums	N/A	$1,730 per Dwelling Unit or Lot
2	Residential, Single Family Detached	Less than 1,700	$2,030 per Dwelling Unit or Lot
3	Residential, Single Family Detached	1,700 to 1,999	$2,300 per Dwelling Unit or Lot
4	Residential, Single Family Detached	2,000 to 2,125	$2,610 per Dwelling Unit or Lot
5	Residential, Single Family Detached	2,126 to 2,399	$2,820 per Dwelling Unit or Lot
6	Residential, Single Family Detached	More than 2,399	$3,400 per Dwelling Unit or Lot
7	Non-Residential	N/A	$26,000 per Acre
8	Final Map Property	N/A	$26,000 per Acre
9	Undeveloped Property	N/A	$20,000 per Acre

On each July 1, commencing on July 1, 2005, the Assigned Special Tax for Facilities for each Assessor's Parcel of Developed Property, Final Map Property, and Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

SECTION E
BACKUP SPECIAL TAXES FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax for Facilities. In each Fiscal Year, the Backup Special Tax for Facilities rate for Developed Property classified as Residential Property within a Final Map shall be the rate per Dwelling Unit or Lot calculated according to the following formula:

$$B = \frac{T}{L}$$

The terms above have the following meanings:

B = Backup Special Tax for Facilities per Residential Property Dwelling Unit or Lot by Special Tax Category each Fiscal Year
T = Total Special Tax for Facilities per Table 2 by Special Tax Category for the applicable Fiscal Year
L = Dwelling Units and Lots in the Final Map per Special Tax Category which are classified or to be classified as Residential Property.

TABLE 2
BACKUP SPECIAL TAX FOR FACILITIES

Special Tax Class	Land Use Designation/Square Footage Range	Expected Number of Dwelling Units	Total Special Tax for Fiscal Year 2004-2005	Anticipated Backup Special Tax per Dwelling Unit or Lot
1	Residential, Condominiums/N/A	93	$132,525	$1,730
2	Residential, Single Family Detached/ <1,700	0	$0	$2,030
3	Residential, Single Family Detached/ 1,700 – 1,999	84	$159,600	$2,300
4	Residential, Single Family Detached/ 2,000 – 2,125	117	$251,550	$2,610
5	Residential, Single Family Detached/ 2,126 – 2,399	69	$160,425	$2,820
6	Residential, Single Family Detached/ 2,399	64	$179,200	$3,400

Each July 1, commencing on July 1, 2005, the Backup Special Tax for each Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAX FOR FACILITIES AND THE SPECIAL TAX FOR SERVICES

1. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Facilities on all Taxable Property within IA No. 7C until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

   Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in Table 1 as needed to satisfy the Special Tax Requirement for Facilities.

   Step Two: If additional moneys are heeded to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of

the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property classified as Undeveloped Property pursuant to Section J. at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Services on all Taxable Property within IA No. 7C until the amount of Special Tax for Services equals the Special Tax Requirement for Services in accordance with the following steps:

Step One: The Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Services as needed to satisfy the Special Tax Requirement for Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the first step has been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Services.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the two steps have been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Services.

Under no circumstances will the Special Tax for Facilities or the Special Tax for Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within CFD No. 93-1 by more than ten (10) percent of the Special Tax that would be levied in that Fiscal Year, if there were no delinquencies, pursuant to California Government Code Section 53321(d) as in effect on the date of formation of CFD No. 93-1.

SECTION G
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following definitions apply to this Section G:

"**CFD Public Facilities**" means $15,000,000 expressed in 2004 dollars, which shall increase by the Construction Inflation Index on January 1, 2005, and on each January 1 thereafter, or such lower number as (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 93-1, or (ii) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"**Construction Fund**" means an account specifically identified in the Indenture or functionally equivalent to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 93-1.

"**Construction Inflation Index**" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"**Future Facilities Costs**" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts or funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"**Outstanding Bonds**" means all previously issued bonds issued and secured by the levy of Special Tax for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a Building Permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J. may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible foe prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 93-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Taxes for Facilities and the Backup Special Taxes for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel as though it was already designated as Developed Property based upon the Building Permit issued or to be issued for that Assessor's Parcel. For Assessor's Parcels classified as Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities.

2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the City, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by, the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout as reasonably determined by the City.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2 (a) or 2 (b) by the amount determined pursuant to paragraph 5. to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").

7. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to the Special Tax for Facilities obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of CFD No. 93-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H
PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H. below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.
P_G = the Prepayment Amount calculated according to Section G.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 93-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities for shall cease.

MANDATORY PARTIAL PREPAYMENT: Prior to the close of escrow or the first transfer of title of any Developed Parcel after the date on which a Certificate of Occupancy for such Parcel was issued by the City, the Maximum Special Tax shall be subject to mandatory partial prepayment in a amount necessary to bring the Total Property Tax Burden for the then-current Fiscal Year to an amount less than or equal to 2% of the sale price of the Parcel. The amount required shall be due and payable upon transfer of title. No prepayment shall be required if the Total Property has Burden not in excess of the 2% limit. The Builder shall notify the City in writing of the mandatory partial repayment requirement at least 30 days prior to close of escrow. The City shall calculate and determine the prepayment amount using the methodology for a partial prepayment herein, such that the partial prepayment shall be in the exact percentage required for a Total Property Tax Burden not in excess of the 2% limit.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I
TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessors' Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 93-1 for uncollected Special Tax for Facilities associated with the levy of such Special Taxes for Facilities, but not later than the 2049-50 Fiscal Year. The Special Tax for Services shall be levied as long as it is needed to meet the Special Tax Requirement for Services, as determined at the sole discretion of the City Council.

SECTION J
EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of all Taxable Property to less than 114 Acres. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 114 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 114 Acres will continue to be classified as Undeveloped Property, and will continue to be subject to Special Taxes accordingly.

SECTION K
APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 93-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION L
MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 93-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

RATE AND METHOD OF APPORTIONMENT FOR IMPROVEMENT AREA NO. 17A 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. 17A ("IA No. 17A") 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," "Final Map Property," "Undeveloped Property," "Taxable Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in IA No. 17A 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 Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense of the City to carry out the administration of IA No. 17A of CFD No. 93-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of IA No. 17A, and costs otherwise incurred in order to carry out the authorized purposes of IA No. 17A.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 93-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax for Facilities" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means Community Facilities District No. 93-1 established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the Legislative Body of CFD No. 93-1, or its designee.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels for which Building Permits were issued on or before March 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot, as determined reasonably by the City.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Tax as determined in Section J.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

"Final Map Property" means all Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to the March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Improvement Area No. 17A" means Improvement Area No. 17A as depicted on the boundary map of CFD No. 93-1.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maximum Special Tax" means the Maximum Special Tax for Facilities and Maximum Special Tax for Services.

"Maximum Special Tax for Facilities" means the maximum Special Tax, determined in accordance with Section C, that can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Services" means the maximum Special Tax, determined in accordance with Section C, that can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"Non Residential Property" means all Assessors' Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

"Operating Fund" means a fund that shall be maintained for IA No. 17A of CFD No. 93-1 for any Fiscal Year to pay for the actual costs of maintenance, repair, and replacement of the Service Area, and the Administrative Expenses.

"Operating Fund Balance" means the amount of funds in the Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel, as described in Section G.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Special Tax is equal for all applicable Assessor's Parcels.

"Residential Property" means all Assessors' Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Service Area" means the landscape parkways, neighborhood park, easements and green belts within the boundaries of IA No. 17A and the City of Beaumont, and IA No. 17A's fair share of storm drain and flood control facilities.

"Special Tax" means Special Tax for Facilities and Special Tax for Services.

"Special Tax for Facilities" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Services" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year for IA No. 17A to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, and (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by IA No. 17A provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Services" means the amount determined in any Fiscal Year for IA No. 17A equal to (i) the budgeted costs of the maintenance, repair and replacement of the Service Area which have been accepted and maintained or are reasonably expected to be accepted and maintained during the current Fiscal Year, (ii) Administrative Expenses, and (iii) anticipated delinquent Special Taxes for Services based on the delinquency rate in IA No. 17A for the previous Fiscal Year, less (iv) the Operating Fund Balance.

"Taxable Property" means all Assessors' Parcels within CFD No. 93-1 which are not Exempt Property.

"Undeveloped Property" means all Assessors' Parcels of Taxable Property which are not Developed Property or Final Map Property.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2004-05, each Assessor's Parcel within IA No. 17A shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property or Undeveloped Property. Lastly, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non Residential Property.

SECTION C
MAXIMUM SPECIAL TAXES

1. Developed Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in Table 1 or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Annual Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be $240 per unit. The Maximum Special Tax for Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be $1,585 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

2. Final Map Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel classified as Final Map Property in Fiscal Year 2004-05 shall be $1,585 per Acre. On each July 1, commencing July 1, 2005, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

3. Undeveloped Property

The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for Facilities in Table 1.

SECTION D
ASSIGNED SPECIAL TAX FOR FACILITIES

1. Developed Property

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Table 1 below.

TABLE 1

ASSIGNED SPECIAL TAX RATES FOR FACILITIES

Land Use Type	Building Square Footage	Assigned Special Tax for Fiscal Year 2004-2005
Residential Property	Less than or equal to 1,700	**$1,173 per dwelling unit**
Residential Property	1,701 - 2,100	**$1,277 per dwelling unit**
Residential Property	2,101 - 2,500	**$1,381 per dwelling unit**
Residential Property	2,501 - 2,700	**$1,450 per dwelling unit**
Residential Property	2,701 - 2,900	**$1,693 per dwelling unit**
Residential Property	Greater than or equal to 2,901	**$1,762 per dwelling unit**
Non Residential Property	N/A	**$9,756 per Acre**
Final Map Property	N/A	**$9,756 per Acre**
Undeveloped Property	N/A	**$9,756 per Acre**

On each July 1, commencing on July 1, 2005, the Assigned Special Tax for each Assessor's Parcel of Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

SECTION E
BACKUP SPECIAL TAXES FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax for Facilities. In each Fiscal Year, the Backup Special Tax for Facilities rate for Developed Property classified as Residential Property within a Final Map shall be the rate per Lot calculated according to the following formula:

$$B = \frac{R \times A}{L}$$

The terms above have the following meanings:

B = Backup Special Tax for Facilities per Lot in each Fiscal Year
R = Maximum Special Tax for Facilities rate per Acre for Undeveloped Property for the applicable Fiscal Year
A = Acreage of Developed Property classified or to be classified as Residential Property in such Final Map.
L = Lots in the Final Map which are classified or to be classified as Residential Property.

Each July 1, commencing on July 1, 2005, the Backup Special Tax for each Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Notwithstanding the foregoing, if all or any portion of the Final Map(s) described in the preceding paragraph is subsequently changed or modified, then the Backup Special Tax for Facilities for each Assessor's Parcel of Developed Property classified or to be classified as Residential Property in such Final Map area that is changed or modified shall be a rate per square foot of Acreage calculated as follows:

1. Determine the total Backup Special Tax for Facilities anticipated to apply to the changed or modified Final Map area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the Acreage of Developed Property classified or to be classified as Residential Property which is ultimately expected to exist in such changed or modified Final Map area, as reasonably determined by the City.

3. The result of paragraph 2 above shall be divided by 43,560. The result is the Backup Special Tax for Facilities per square foot of Acreage which shall be applicable to Assessor's Parcels of Developed Property classified as Residential Property in such changed or modified Final Map area for all remaining Fiscal Years in which the Special Tax for Facilities may be levied.

SECTION F
METHOD OF APPORTIONMENT OF THE SPECIAL TAX FOR FACILITIES AND THE SPECIAL TAX FOR SERVICES

1. Commencing Fiscal Year 2004-05 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Facilities on all Taxable Property within IA No. 17A until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

   Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in Table 1 as needed to satisfy the Special Tax Requirement for Facilities.

   Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

   Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

   Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Assigned Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

   Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property classified as

Undeveloped Property pursuant to Section J. at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing Fiscal Year 2004-05 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Services on all Taxable Property within IA No. 17A until the amount of Special Tax for Services equals the Special Tax Requirement for Services in accordance with the following steps:

   Step One: The Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Services as needed to satisfy the Special Tax Requirement for Services.

   Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the first step has been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Services.

SECTION G
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following definitions apply to this Section G:

"CFD Public Facilities" means **$9,750,000** expressed in 2003 dollars, which shall increase by the Construction Inflation Index on January 1, 2004, and on each January 1 thereafter, or such lower number as (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 93-1, or (ii) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 93-1.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts or funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"Outstanding Bonds" means all previously issued bonds issued and secured by the levy of Special Tax for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a Building Permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J. may be

prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 93-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Taxes for Facilities and the Backup Special Taxes for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel as though it was already designated as Developed Property based upon the Building Permit issued or to be issued for that Assessor's Parcel. For Assessor's Parcels classified as Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities.

2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the City, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the City.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2 (a) or 2 (b) by the amount determined pursuant to paragraph 5. to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").

7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to the Special Tax for Facilities obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of CFD No. 93-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H
PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H. below, may be partially prepaid,

provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.
P_G = the Prepayment Amount calculated according to Section G.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 93-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities for shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I
TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 93-1 for uncollected Special Tax for Facilities associated with the levy of such Special Taxes for Facilities, but not later than the 2043-44 Fiscal Year. The Special Tax for Services shall be levied as long as it is needed to meet the Special Tax Requirement for Services, as determined at the sole discretion of the City Council.

SECTION J
EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of all Taxable Property to less than 73.91 Acres. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 73.91 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 73.91 Acres will continue to be classified as Undeveloped Property, and will continue to be subject to Special Taxes accordingly.

SECTION K
APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 93-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION L
MANNER OF COLLECTION

The Annual 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 collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

RATE AND METHOD OF APPORTIONMENT FOR IMPROVEMENT AREA NO. 19C 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. 19C ("IA No. 19C") 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," "Final Map Property," "Undeveloped Property," "Taxable Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in IA No. 19C 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.

SECTION A -DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense of the City to carry out the administration of IA No. 19C of CFD No. 93-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of IA No. 19C, and costs otherwise incurred in order to carry out the authorized purposes of IA No. 19C.

"Apartment" means a single dwelling unit within a 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 of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 93-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Builder" means a developer, merchant builder, or builder that converts a Parcel to Developed Parcel for sale to the initial buyer following the City issued Certificate of Occupancy.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means Community Facilities District No. 93-1 established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the Legislative Body of CFD No. 93-1, or its designee.

"Condominium Unit" means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels for which Building Permits were issued on or before July 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot, as determined reasonably by the City.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Tax as determined in Section J.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

"Final Map Property" means all Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to the March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Improvement Area No. 19C" means Improvement Area No. 19C as depicted on the boundary map of CFD No. 93-1.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maximum Special Tax" means the Maximum Special Tax for Facilities and Maximum Special Tax for Services.

"Maximum Special Tax for Facilities" means the maximum Special Tax, determined in accordance with Section C, which can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Services" means the maximum Special Tax, determined in accordance with Section C, which can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 19C shall not be less than 144.9 acres.

"Non Residential Property" means all Assessors' Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

"Operating Fund" means a fund that shall be maintained for IA No. 19C of CFD No. 93-1 for any Fiscal Year to pay for the actual costs of maintenance, repair, and replacement of the Service Area, and the Administrative Expenses.

"Operating Fund Balance" means the amount of funds in the Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel, as described in Section G.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Special Tax is equal for all applicable Assessor's Parcels.

"Residential Property" means all Assessors' Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Service Area" means the streets, landscape parkways and medians, neighborhood, community and regional parks, street and landscape lighting and utilities, easements, public rights-of way, green belts and open space, storm drain, water quality and flood control facilities within the boundaries of IA No. 19C and the City.

"Special Tax" means Special Tax for Facilities and Special Tax for Services.

"Special Tax for Facilities" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Services" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year for IA No. 19C to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that

commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, and (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by IA No. 19C provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Services" means the amount determined in any Fiscal Year for IA No. 19C equal to (i) the budgeted costs of the maintenance, utilities, repair and replacement of the Service Area which have been accepted and maintained or are reasonably expected to be accepted and maintained during the current Fiscal Year, (ii) Administrative Expenses, and (iii) anticipated delinquent Special Taxes for Services based on the delinquency rate in IA No. 19C for the previous Fiscal Year, less (iv) the Operating Fund Balance.

"Taxable Property" means all Assessors' Parcels within CFD No. 93-1 which are not Exempt Property.

"Undeveloped Property" means all Assessors' Parcels of Taxable Property which are not Developed Property or Final Map Property.

"Zone(s)" means Zone 1 or 2 as geographically identified on the zone map of IA No. 19C, attached as Exhibit 1.

"Zone 1" means the specific area identified on the Exhibit 1 map as Zone 1 of IA No. 19C.

"Zone 2" means the specific area identified on the Exhibit 1 map as Zone 2 of IA No. 19C.

SECTION B - CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2005-2006, each Assessor's Parcel within IA No. 19C shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property or Undeveloped Property. Lastly, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non Residential Property.

SECTION C- MAXIMUM SPECIAL TAXES

1. Developed Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in Table 1 or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Annual Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be $250 per unit. The Maximum Special Tax for Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be $1,600 per Acre. On each July 1, commencing July 1, 2006, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

2. Final Map Property

The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for Facilities in Table 1.

3. Undeveloped Property

The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for Facilities in Table 1.

SECTION D - ASSIGNED SPECIAL TAX FOR FACILITIES

1. Developed Property

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX RATES

Land Use		Zone 1		Zone 2	
Category	**Planning Area**	**Dwelling Units**	**Assigned Special Tax Rate per Dwelling Unit**	**Dwelling Units**	**Assigned Special Tax Rate per Dwelling Unit**
Residential	3B/7B/11A	9	$ 3,650	76	$ 3,250
Residential	11B	19	$ 3,580	69	$ 3,180
Residential	1	n/a	n/a	130	$ 2,300
Residential	2A/3A/4	n/a	n/a	128	$ 2,780
Residential	2B	n/a	n/a	67	$ 2,300
Residential	6	n/a	n/a	71	$ 3,100
Residential	8A	n/a	n/a	91	$ 3,180
Final Map Property	All	n/a	$ 3,700	n/a	$ 2,900
Services	All	n/a	$ 250	n/a	$ 250
Category			**Assigned Special Tax Rate per Acre**		**Assigned Special Tax Rate per Acre**
Non Residential Property		n/a	$ 8,800	n/a	$ 8,800
Undeveloped Property		n/a	$ 16,000	n/a	$ 16,000
Undeveloped Property Services		n/a	$ 1,600	n/a	$ 1,600

On each July 1, commencing on July 1, 2006, the Assigned Special Tax for each Assessor's Parcel of Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

SECTION E -BACKUP SPECIAL TAXES FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax for Facilities. In each Fiscal Year, the Backup Special Tax for Facilities rate for Developed Property classified as Residential Property within a Final Map shall be the rate per Lot calculated according to the following formula:

$$B = \frac{R \times A}{L}$$

The terms above have the following meanings:

B = Backup Special Tax for Facilities per Lot in each Fiscal Year
R = Maximum Special Tax for Facilities rate per Acre for Undeveloped Property for the applicable Fiscal Year
A = Acreage of Developed Property classified or to be classified as Residential Property in such Final Map.
L = Lots in the Final Map which are classified or to be classified as Residential Property.

Each July 1, commencing on July 1, 2006, the Backup Special Tax for each Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Notwithstanding the foregoing, if all or any portion of the Final Map(s) described in the preceding paragraph is subsequently changed or modified, then the Backup Special Tax for Facilities for each Assessor's Parcel of Developed Property classified or to be classified as Residential Property in such Final Map area that is changed or modified shall be a rate per square foot of Acreage calculated as follows:

1. Determine the total Backup Special Tax for Facilities anticipated to apply to the changed or modified Final Map area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the Acreage of Developed Property classified or to be classified as Residential Property which is ultimately expected to exist in such changed or modified Final Map area, as reasonably determined by the City.

3. The result of paragraph 2 above shall be divided by 43,560. The result is the Backup Special Tax for Facilities per square foot of Acreage which shall be applicable to Assessor's Parcels of Developed Property classified as Residential Property in such changed or modified Final Map area for all remaining Fiscal Years in which the Special Tax for Facilities may be levied.

SECTION F - METHOD OF APPORTIONMENT OF THE SPECIAL TAX FOR FACILITIES AND THE SPECIAL TAX FOR SERVICES

1. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Facilities on all Taxable Property within IA No. 19C until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

   Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in Table 1 as needed to satisfy the Special Tax Requirement for Facilities.

   Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

   Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied

Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Assigned Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property classified as Undeveloped Property pursuant to Section J. at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Services on all Taxable Property within IA No. 19C until the amount of Special Tax for Services equals the Special Tax Requirement for Services in accordance with the following steps:

Step One: The Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Services as needed to satisfy the Special Tax Requirement for Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the first step has been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Services.

SECTION G - PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following definitions apply to this Section G:

"CFD Public Facilities" means $40,000,000 expressed in 2004 dollars, which shall increase by the Construction Inflation Index on January 1, 2005, and on each January 1 thereafter, or such lower number as (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 93-1, or (ii) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 93-1.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts or funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"Outstanding Bonds" means all previously issued bonds issued and secured by the levy of Special Tax for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a Building Permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J. may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 93-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Taxes for Facilities and the Backup Special Taxes for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel as though it was already designated as Developed Property based upon the Building Permit issued or to be issued for that Assessor's Parcel. For Assessor's Parcels classified as Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities.

2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2 (a) or 2 (b) by the amount determined pursuant to paragraph 5. to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").

7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to the Special Tax for Facilities obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of CFD No. 93-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H- PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H. below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.
P_G = the Prepayment Amount calculated according to Section G.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 93-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities for shall cease.

MANDATORY PARTIAL PREPAYMENT: Prior to the close of escrow for the first transfer of title of any Developed Parcel after the date on which a Certificate of Occupancy for such Parcel was issued by the City, the Maximum Special Tax shall be subject to mandatory partial prepayment in a amount necessary to bring the Total Property Tax Burden for the then-current Fiscal Year to an amount less than or equal to 2% of the sale price of the Parcel. The amount required shall be due and payable upon transfer of title. No prepayment shall be required if the Total Property Tax Burden is not in excess of the 2% limit. The Builder shall notify the City in writing of the mandatory partial repayment requirement at least 30 days prior to close of escrow. The City shall calculate and determine the prepayment amount using the methodology for a partial prepayment herein, such that the partial prepayment shall be in the exact percentage required for a Total Property Tax Burden not in excess of the 2% limit.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I - TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 93-1 for uncollected Special Tax for Facilities associated with the levy of such Special Taxes for Facilities, but not later than the 2043-44 Fiscal Year. The Special Tax for Services shall be levied as long as it is needed to meet the Special Tax Requirement for Services, as determined at the sole discretion of the City Council.

SECTION J - EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of all Taxable Property to less than the Minimum Acreage for CFD 19C. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Minimum Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Acreage will continue to be classified as Undeveloped Property, and will continue to be subject to Special Taxes accordingly.

SECTION K - APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 93-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION L - MANNER OF COLLECTION

The Annual 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 collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 20 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. 20 ("IA No. 20") 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," "Final Map Property," "Undeveloped Property," "Taxable Owner Association Property," "Taxable Religious Property," and "Taxable Public Property," as described below. All of the real property in IA No. 20 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.

SECTION A -DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense of the City to carry out the administration of IA No. 20 of CFD No. 93-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of IA No. 20, and costs otherwise incurred in order to carry out the authorized purposes of IA No. 20.

"Apartment" means a single dwelling unit within a 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 of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 93-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section E below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Builder" means a developer, merchant builder, or builder that converts a Parcel to Developed Parcel for sale to the initial buyer following the City issued Certificate of Occupancy.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 93-1" means Community Facilities District No. 93-1 established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the Legislative Body of CFD No. 93-1, or its designee.

"Condominium Unit" means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

"Consumer Price Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels for which Building Permits were issued on or before June 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot, as determined reasonably by the City.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Tax as determined in Section J.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

"Final Map Property" means all Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to the June 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Improvement Area No. 20" means Improvement Area No. 20 as depicted on the boundary map of CFD No. 93-1.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maximum Special Tax" means the Maximum Special Tax for Facilities and Maximum Special Tax for Services.

"Maximum Special Tax for Facilities" means the maximum Special Tax, determined in accordance with Section C, which can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Services" means the maximum Special Tax, determined in accordance with Section C, which can be levied by CFD No. 93-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 20 shall not be less than 14.60 acres.

"Non Residential Property" means all Assessors' Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

"Operating Fund" means a fund that shall be maintained for IA No. 20 of CFD No. 93-1 for any Fiscal Year to pay for the actual costs of maintenance, repair, and replacement of the Service Area, and the Administrative Expenses.

"Operating Fund Balance" means the amount of funds in the Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for Facilities obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel, as described in Section G.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Special Tax is equal for all applicable Assessor's Parcels.

"Residential Property" means all Assessors' Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Service Area" means the streets, landscape parkways and medians, neighborhood, community and regional parks, street and landscape lighting and utilities, easements, public rights-of way, green belts and open space, storm drain, water quality and flood control facilities within the boundaries of IA No. 20 and the City.

"Special Tax" means Special Tax for Facilities and Special Tax for Services.

"Special Tax for Facilities" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Services" means any of the special taxes authorized to be levied by CFD No. 93-1 pursuant to the Act to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year for IA No. 20 to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that

commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, and (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by IA No. 20 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Services" means the amount determined in any Fiscal Year for IA No. 20 equal to (i) the budgeted costs of the maintenance, utilities, repair and replacement of the Service Area which have been accepted and maintained or are reasonably expected to be accepted and maintained during the current Fiscal Year, (ii) Administrative Expenses, and (iii) anticipated delinquent Special Taxes for Services based on the delinquency rate in IA No. 20 for the previous Fiscal Year, less (iv) the Operating Fund Balance.

"Taxable Property" means all Assessors' Parcels within CFD No. 93-1 which are not Exempt Property.

"Undeveloped Property" means all Assessors' Parcels of Taxable Property which are not Developed Property or Final Map Property.

SECTION B - CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2005-2006, each Assessor's Parcel within IA No. 20 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property or Undeveloped Property. Lastly, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non Residential Property.

SECTION C- MAXIMUM SPECIAL TAXES

1. Developed Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in Table 1 or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Annual Special Tax for Facilities in Table 1.

b. The Maximum Special Tax for Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be $250 per unit. The Maximum Special Tax for Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be $1,600 per Acre. On each July 1, commencing July 1, 2006, the Maximum Special Tax for Services for the prior Fiscal Year shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

2. Final Map Property

The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for Facilities in Table 1.

3. Undeveloped Property

The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for Facilities in Table 1.

SECTION D - ASSIGNED SPECIAL TAX FOR FACILITIES

1. Assigned Special Tax Rates

Each Fiscal Year, each Assessor's Parcel shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel for any Fiscal Year shall be determined pursuant to Table 1 below.

TABLE 1
Assigned Special Tax Rates For Facilities for 2005-2006

Category	Assigned Special Tax Rate
Residential	$2,250 per Dwelling Unit
Non Residential Property	$14,600 per Acre
Undeveloped Property	$10,000 per Acre

On each July 1, commencing on July 1, 2006, the Assigned Special Tax for Facilities for each Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

SECTION E -BACKUP SPECIAL TAXES FOR FACILITIES

Each Fiscal Year, each Assessor's Parcel of Developed Property classified as Residential Property shall be subject to a Backup Special Tax for Facilities. In each Fiscal Year, the Backup Special Tax for Facilities rate for Developed Property classified as Residential Property within a Final Map shall be the rate per Lot calculated according to the following formula:

$$B = \frac{R \times A}{L}$$

The terms above have the following meanings:

B = Backup Special Tax for Facilities per Lot in each Fiscal Year
R = Maximum Special Tax for Facilities rate per Acre for Undeveloped Property for the applicable Fiscal Year
A = Acreage of Developed Property classified or to be classified as Residential Property in such Final Map.
L = Lots in the Final Map which are classified or to be classified as Residential Property.

Each July 1, commencing on July 1, 2006, the Backup Special Tax for each Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Notwithstanding the foregoing, if all or any portion of the Final Map(s) described in the preceding paragraph is subsequently changed or modified, then the Backup Special Tax for Facilities for each Assessor's Parcel of Developed Property classified or to be classified as Residential Property in such Final Map area that is changed or modified shall be a rate per square foot of Acreage calculated as follows:

1. Determine the total Backup Special Tax for Facilities anticipated to apply to the changed or modified Final Map area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the Acreage of Developed Property classified or to be classified as Residential Property which is ultimately expected to exist in such changed or modified Final Map area, as reasonably determined by the City.

3. The result of paragraph 2 above shall be divided by 43,560. The result is the Backup Special Tax for Facilities per square foot of Acreage which shall be applicable to Assessor's Parcels of Developed Property classified as Residential Property in such changed or modified Final Map area for all remaining Fiscal Years in which the Special Tax for Facilities may be levied.

SECTION F - METHOD OF APPORTIONMENT OF THE SPECIAL TAX FOR FACILITIES AND THE SPECIAL TAX FOR SERVICES

1. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Facilities on all Taxable Property within IA No. 20 until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

   Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in Table 1 as needed to satisfy the Special Tax Requirement for Facilities.

   Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

   Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

   Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Assigned Special Tax for Facilities is the Backup Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

   Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property classified as Undeveloped Property pursuant to Section J. at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing Fiscal Year 2005-2006 and for each subsequent Fiscal Year, the City Council shall levy a Special Tax for Services on all Taxable Property within IA No. 20 until the amount of Special Tax for Services equals the Special Tax Requirement for Services in accordance with the following steps:

Step One: The Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Services as needed to satisfy the Special Tax Requirement for Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Services after the first step has been completed, the Maximum Special Tax for Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Services.

SECTION G - PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following definitions apply to this Section G:

"CFD Public Facilities" means $2,900,000 expressed in 2004 dollars, which shall increase by the Construction Inflation Index on January 1, 2005, and on each January 1 thereafter, or such lower number as (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 93-1, or (ii) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 93-1.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts or funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"Outstanding Bonds" means all previously issued bonds issued and secured by the levy of Special Tax for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property or Undeveloped Property for which a Building Permit has been issued or an Assessor's Parcel of Undeveloped Property that is classified as Undeveloped Property pursuant to Section J. may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within 5 days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by

CFD No. 93-1 in calculating the proper amount of a prepayment. Within 15 days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Taxes for Facilities and the Backup Special Taxes for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, excluding any Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel as though it was already designated as Developed Property based upon the Building Permit issued or to be issued for that Assessor's Parcel. For Assessor's Parcels classified as Undeveloped Property pursuant to Section J., compute the Assigned Special Tax for Facilities.

2. For each Assessor's Parcel of Developed Property, Final Map Property or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2 (a) or 2 (b) by the amount determined pursuant to paragraph 5. to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount").

7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to the Special Tax for Facilities obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of CFD No. 93-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION H- PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section H. below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.
P_G = the Prepayment Amount calculated according to Section G.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 93-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall

cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities for shall cease.

MANDATORY PARTIAL PREPAYMENT: Prior to the close of escrow for the first transfer of title of any Developed Parcel, the Maximum Special Tax shall be subject to mandatory partial prepayment in a amount necessary to bring the Total Property Tax Burden for the then-current Fiscal Year to an amount less than or equal to 2% of the sale price of the Parcel. The amount required shall be due and payable upon transfer of title. No prepayment shall be required if the Total Property Tax Burden is not in excess of the 2% limit. The Builder shall notify the City in writing of the mandatory partial repayment requirement at least 30 days prior to close of escrow. The City shall calculate and determine the prepayment amount using the methodology for a partial prepayment herein, such that the partial prepayment shall be in the exact percentage required for a Total Property Tax Burden not in excess of the 2% limit.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I - TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 93-1 for uncollected Special Tax for Facilities associated with the levy of such Special Taxes for Facilities, but not later than the 2043-44 Fiscal Year. The Special Tax for Services shall be levied as long as it is needed to meet the Special Tax Requirement for Services, as determined at the sole discretion of the City Council.

SECTION J - EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, provided that no such classification would reduce the sum of all Taxable Property to less than the Minimum Acreage. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Minimum Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Acreage will continue to be classified as Undeveloped Property, and will continue to be subject to Special Taxes accordingly.

SECTION K - APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 93-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made

(except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION L - MANNER OF COLLECTION

The Annual 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 collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

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 2021A (Federally Taxable)

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 2021A (Federally Taxable) (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 _____ 1, 2021 (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 _____, 2021 (the "Resolution"). Capitalized terms not defined herein shall have the meaning set forth in the Indenture.

We have assumed the genuineness of all documents and signatures presented to us, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions referred to in the preceding paragraphs of this opinion. Furthermore, we have assumed compliance with all covenants and agreements contained in the Bonds and the Indenture. We express no opinion herein with respect to any indemnification, contribution, choice of law, choice of forum, penalty or waiver provisions contained in the Bonds and the Indenture.

We call attention to the fact that the rights and obligations under the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, by the application of equitable principles and the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against cities and public agencies in the State of California.

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.

(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 constitutes the valid and binding agreement of the Authority and is enforceable in accordance with its terms.

(3) Interest on the Bonds is not excluded from gross income for federal income tax purposes but is exempt from State of California personal income tax.

Except as set forth in paragraph 3 above, we express no opinion as to any tax consequences related to the Bonds. Other provisions of the Code may give rise to adverse federal income tax consequences to particular Bondholders. The scope of this opinion is limited to matters addressed above and no opinion is expressed hereby regarding other federal tax consequences that may arise due to ownership of the Bonds. Before purchasing any of the Bonds, all potential purchasers should consult their independent tax advisors with respect to the tax consequences relating to the Bonds and the taxpayer's particular circumstances.

Our opinion is limited to matters governed by the laws of the State of California and federal income tax 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 _____ 1, 2021, 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 2021A (Federally Taxable) (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of _____ 1, 2021 (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 the Rule.

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 2021 Special Tax Refunding Bonds (Improvement Area No. 7B),

(b) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 7C),

(c) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 17A),

(d) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 19C), and

(e) City of Beaumont Community Facilities District No. 93-1 2021 Special Tax Refunding Bonds (Improvement Area No. 20).

"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.

"Official Statement" shall mean that certain Official Statement for the Bonds dated _____, 2021.

"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.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or upon written direction shall cause the Dissemination Agent to, not later than the April 1 following the end of the Issuer's Fiscal Year (June 30) commencing with the report due by April 1, 2022, 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 City for the prior fiscal year, if any have been prepared and which, if prepared, shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City is preparing audited financial statements and such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the 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 each Improvement Area substantially in the form of Tables A-4, A-11, A-18, A-25 and A-32 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; provided, however that in such updates, value to lien by ownership need not be shown;

(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-14, A-21, A-28 and A-35 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.

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.

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 is 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, 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, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the formed accounting principles.

Section 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 550 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: _____
Executive Director

WEBB MUNICIPAL FINANCE, LLC, as Dissemination Agent

By: _____
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 LOCAL AGENCY REFUNDING BONDS, SERIES 2021A (FEDERALLY TAXABLE)

Date of Issuance: _____, 2021

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 _____ 1, 2021, 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

$_____
BEAUMONT PUBLIC IMPROVEMENT AUTHORITY
LOCAL AGENCY REFUNDING BONDS
SERIES 2021A (FEDERALLY TAXABLE)

BOND PURCHASE AGREEMENT

_____, 2021

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 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 _____ 1, 2021 (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 Underwriter has financial interests that differ from those of the Authority and the District and 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 2021A (Federally Taxable) (the "**Bonds**"), at an aggregate purchase price of $_____ (constituting the aggregate principal amount of the Bonds, 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 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 7B) (the "**Improvement Area No. 7B Special Tax Refunding Bonds**"), at an aggregate purchase price of $_____ (constituting the aggregate principal amount of the Improvement Area No. 7B 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 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 7C) (the "**Improvement Area No. 7C Special Tax Refunding Bonds**"), at an aggregate purchase price of $_____ (constituting the aggregate principal amount of the Improvement Area No. 7C 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 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 17A) (the "**Improvement Area No. 17A Special Tax Refunding Bonds**"), at an aggregate purchase price of $_____ (constituting the aggregate principal amount of the Improvement Area No. 17A 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 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 19C) (the "**Improvement Area No. 19C Special Tax Refunding Bonds**"), at an aggregate purchase price of $_____ (constituting the aggregate principal amount of the Improvement Area No. 19C 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 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 20) (the "**Improvement Area No. 20 Special Tax Refunding Bonds**"), at an aggregate purchase price of $_____ (constituting the aggregate principal amount of the Improvement Area No. 20 Special Tax Refunding Bonds, less a purchase discount of $_____).

The Improvement Area No. 7B Special Tax Refunding Bonds, the Improvement Area No. 7C Special Tax Refunding Bonds, the Improvement Area No. 17A Special Tax Refunding Bonds, the Improvement Area No. 19C Special Tax Refunding Bonds and the Improvement Area No. 20 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 and A-3, respectively, attached hereto.

Payment for and delivery of the Bonds and the Local Obligations, and the other actions contemplated hereby, shall take place on _____, 2021, 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 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 are being issued by the Authority to acquire the Local Obligations. 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 Council of the City of Beaumont (the "**City Council**"), acting as the legislative body of the District, adopted on _____, 2021 (the "**CFD Authorizing Resolution**"). The Improvement Area No. 7B 2021 Bonds are being issued pursuant to an Indenture of Trust dated January 15, 1994, as amended and supplemented, including as

supplemented by a Thirty-Eighth Supplemental Indenture of Trust dated as of _____ 1, 2021, (together, the "**Improvement Area No. 7B Indenture**"), by and between the District and Wilmington Trust, National Association, as trustee (the "**District Trustee**").

The Improvement Area No. 7C 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of _____ 1, 2021, (the "**Improvement Area No. 7C Indenture**"), by and between the District and the District Trustee.

The Improvement Area No. 17A 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of _____ 1, 2021, (the "**Improvement Area No. 17A Indenture**"), by and between the District and the District Trustee.

The Improvement Area No. 19C 2021 Bonds are being issued pursuant to an Indenture of Trust dated January 15, 1994, as amended and supplemented, including as supplemented by a Thirty-Ninth Supplemental Indenture of Trust dated as of _____ 1, 2021, (together, the "**Improvement Area No. 19C Indenture**"), by and between the District and the District Trustee.

The Improvement Area No. 20 Bonds are being issued pursuant to a Bond Indenture, dated as of _____ 1, 2021 (the "**Improvement Area No. 20 Indenture**, and together with the Improvement Area No. 7B Indenture, the Improvement Area No. 7C Indenture, the Improvement Area No. 17A Indenture and the Improvement Area No. 19C Indenture, the "**Local Obligation Bond Indentures**" and each, a "**Local Obligation Bond Indenture**"), by and between the District and the District Trustee.

The Improvement Area No. 7B 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 Refunding Bonds, 2012 Series C (Improvement Area No. 7B) (the "**Prior 2012 Series C Bonds**") and the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series D (Improvement Area No. 7B) (the "**Prior 2012 Series D Bonds**" and together with the Prior 2012 Series C Bonds, the "**Prior Improvement Area No. 7B Bonds**").

The refunding of the Prior Improvement Area No. 7B Bonds, together with the refunding of the Prior Improvement Area No. 7C Bonds (as defined below), will cause a simultaneous refunding of the Beaumont Financing Authority's 2012 Local Agency Revenue Bonds, Series C (Improvement Area No. 7B and Improvement Area No. 7C) (the "**Prior 2012C Authority Bonds**"). The Improvement Area No. 7B 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 7B of the District ("**Improvement Area No. 7B**") on a parity with the District's Special Tax Bonds, 2018 Series A (Improvement Area No. 7B) currently outstanding in the principal amount of $2,045,000 (the "**Improvement Area No. 7B 2018 Bonds**" and together with the Improvement Area No. 7B 2021 Bonds, the "**Improvement Area No. 7B Bonds**").

The Improvement Area No. 7C 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 Refunding Bonds, 2012 Series E (Improvement Area No. 7C) (the "**Prior 2012 Series E Bonds**") and the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 2012 Series F (Improvement Area No. 7B) (the "**Prior 2012 Series F Bonds**" and together with the Prior 2012 Series E Bonds, the "**Prior Improvement Area No. 7C Bonds**").

The refunding of the Prior Improvement Area No. 7C Bonds, together with the refunding of the Prior Improvement Area No. 7B Bonds, will cause a simultaneous refunding of the Prior 2012C Authority Bonds. The Improvement Area No. 7C 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 7C of the District ("**Improvement Area No. 7C**")

The Improvement Area No. 17A 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, 2013 Series B (Improvement Area No. 17A) (the "**Prior Improvement Area No. 17A Bonds**").

The refunding of the Prior Improvement Area No. 17A Bonds will cause a simultaneous refunding of the Beaumont Financing Authority's 2013 Local Agency Revenue Bonds, Series B (Improvement Area No. 17A) (the "**Prior 2013B Authority Bonds**"). The Improvement Area No. 17A 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 17A of the District ("**Improvement Area No. 17A**").

The Improvement Area No. 19C 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, 2013 Series A (Improvement Area No. 19C) (the "**Prior Improvement Area No. 19C Bonds**").

The refunding of the Prior Improvement Area No. 19C Bonds will cause a simultaneous refunding of the Beaumont Financing Authority's 2013 Local Agency Revenue Bonds, Series A (Improvement Area No. 19C) (the "**Prior 2013A Authority Bonds**"). The Improvement Area No. 19C 2021 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 19C of the District ("**Improvement Area No. 19C**") on a parity with the District's Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C) currently outstanding in the principal amount of $12,129,618 (the "**Improvement Area No. 19C 2017 Bonds**" and together with the Improvement Area No. 19C 2021 Bonds, the "**Improvement Area No. 19C Bonds**").

The Improvement Area No. 20 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, 2012 Series B (the "**Prior Improvement Area No. 20 Bonds**," and together with the Prior Improvement Area No. 7B Bonds, the Prior Improvement Area No. 7C Bonds, the Prior Improvement Area No. 17A Bonds and the Prior Improvement Area No. 19C Bonds, the "**Prior Improvement Area Bonds**"). The Improvement Area No. 20 Bonds are payable from Special Taxes levied on taxable property in Improvement Area No. 20 of the District ("Improvement Area No. 20").

The refunding of the Prior Improvement Area No. 20 Bonds will cause a simultaneous refunding of the Beaumont Financing Authority's 2012 Local Agency Revenue Bonds, Series B (Improvement Area No. 20) (the "**Prior 2012B Authority Bonds**" and together with the Prior 2012C Authority Bonds, the Prior 2013B Authority Bonds and the Prior 2013A Authority Bonds, the "**Prior Authority Bonds**").

Improvement Area No. 7B, Improvement Area No. 7C, Improvement Area No. 17A, Improvement Area No. 19C and Improvement Area No. 20 are collectively referred to in this Official Statement as the **"Improvement Areas**."

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 Improvement Area (the "**Special Taxes**") pursuant to the applicable rate and method of apportionment of such Improvement Area (together, the "**RMAs**").

The net proceeds of the Local Obligations, along with other available funds, will be used to (i) make deposits into four separate escrow funds to be held by Wilmington Trust, National Association, as escrow agent (the "**Escrow Agent**") pursuant to four separate Escrow Agreements, each dated as of _____ 1, 2021 (collectively, the "**Escrow Agreements**") for the purpose of redeeming the Prior Improvement Area 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 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 _____, 2021, 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.

The Authority 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, of a certificate substantially in the form of Appendix J hereto. The Authority shall supply or cause to be supplied to the Underwriter, within seven (7) business days of the date of this Purchase Agreement and in time to accompany any confirmation that requests payment from any customer, provided such business day is no later than one (1) business day prior to the Closing, the Official Statement in the designated electronic format in order to allow the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB.

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 _____, 2021, 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 Insurer, the Insurance Policy, the Reserve Policy, the City of Beaumont (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, with respect to the Official Statement, 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."

(e) 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) 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.

(m) 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.

(n) Bond Proceeds. The Authority will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and Official Statement

(o) 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 Council 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 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 Improvement Areas, 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, (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 District executing this Purchase Agreement , 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 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 District'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 Improvement Areas 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 Improvement Areas. All outstanding debt and all authorized but unissued debt of the City that is applicable to the property within the Improvement Areas is accurately described in the Official Statement.

(l) 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.

(m) 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 through the facilities of DTC, 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) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) 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

(v) 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

(vi) The occurrence of an adverse event in the affairs of the Authority which, in the opinion of the Underwriter, materially impairs the Underwriter's ability to market the Bonds; or

(vii) 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

(viii) There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(ix) 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

(x) 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 Official Statement, or results in 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

(xi) The withdrawal or downgrading or the placing on credit watch with negative outlook of any rating on the Bonds by a national rating agency;

(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.

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) this Purchase Agreement and the Continuing Disclosure Agreement 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) this Purchase Agreement has been duly authorized, executed, and delivered by the District, and constitutes a legal, valid, and binding obligation of the District, enforceable against the District, in accordance with its 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. 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 view be expressed with respect to: (i) the expressions of opinion, the assumptions, the projections, estimates and forecasts, the charts, the financial statements or other financial, numerical, economic, demographic or statistical data, or assessed valuations contained in the Official Statement; (ii) any CUSIP numbers or information relating thereto; (iii) any information with respect to The Depository Trust Company and its book-entry system; (iv) any information contained in the appendices to the Official Statement (except Appendix A); (v) any information incorporated by reference into the Official Statement; (vi) any information with respect to the underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS - Underwriting"; (vii) information under the caption "LEGAL MATTERS - Absence Of Litigation"); and (viii) any information relating to the Insurer, the Insurance Policy and the Reserve Policy;

(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) Authority and CFD Documents. Fully executed copies of each of the Authority Documents and the CFD Documents;

(r) 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;

(s) 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;

(t) 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;

(u) Insurance Policy; Reserve Policy. The executed Insurance Policy for Bonds, and the executed Reserve Policy issued by the Insurer;

(v) Insurer Certificate. A certificate of the Insurer as to the accuracy of the information in Official Statement relating to the Insurer, the Insurance Policy and the Reserve Policy;

(w) Insurer Counsel Opinion. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriter and the Authority in form and substance acceptable to the Underwriter, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the state of its incorporation; and (ii) the Insurance Policy and the Reserve Policy constitute the legal, valid and binding obligations of the Insurer enforceable in accordance with their terms, subject to enforcement, bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles;

(x) Ratings. Confirmation of an underlying rating of S&P Global Ratings of "___" for the Bonds and "___" for the Bonds based on the issuance of the Insurance Policy by the Insurer;

(y) 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**"), 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 redemption, and interest requirements of the Prior Improvement Area Bonds and the Prior Authority Bonds;

(z) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or its counsel may reasonably deem necessary; and

If the Authority or the District 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 District 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 and Disclosure 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 CDIAC 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. ***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.

12. ***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.

13. ***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.

14. ***No Assignment***. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter, the Authority or the District without the prior

written consent of the other parties hereto.

15. ***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.

16. ***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]

17. ***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 2021A (FEDERALLY TAXABLE)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ (T)				
20__ (T)				

(T) Term Bond.

APPENDIX A-2

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 7B)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ (T)				
20__ (T)				

(T) Term Bond.

APPENDIX A-3

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 7C)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ (T)				
20__ (T)				

(T) Term Bond.

APPENDIX A-4

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 17A)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ (T)				
20__ (T)				

(T) Term Bond.

APPENDIX A-5

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 19C)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ (T)				
20__ (T)				

(T) Term Bond.

APPENDIX A-6

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds 2021 Series A (Improvement Area No. 20)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
20__ (T)				
20__ (T)				

(T) Term Bond.

APPENDIX B

FORM OF OPINION OF COUNSEL TO AUTHORITY

[LETTERHEAD OF COUNSEL TO AUTHORITY]

[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 2021A (Federally Taxable)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7B)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 17A)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 19C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 20)

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 2021A (Federally Taxable) (the "Bonds"). This opinion is provided pursuant to Section 9(d) of that certain 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. 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 2021A (Federally Taxable)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7B)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 7C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 17A)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 19C)

City of Beaumont Community Facilities District No. 93-1 Special Tax Refunding Bonds, 2021 Series A (Improvement Area No. 20)

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 2021A (Federally Taxable), and (ii) the issuance by the District of its Special Tax Refunding Bonds, Series 2021A captioned above (collectively, the "Local Obligations"). This opinion is provided pursuant to Section 9(e) 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"), acting as the legislative body of the District, 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 Improvement Area 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 Improvement Area 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, and any information relating to the Insurer, the Insurance Policy and the Reserve Policy, 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 2021A (Federally Taxable)

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 _____ 1, 2021 (the "Indenture"), by and between the Beaumont Public Improvement Authority and Wilmington Trust, as trustee, and (ii) the Local Obligation Indentures (as defined in the Indenture). The Indenture and the Local Obligation Indentures are collectively referred to herein as 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 2021A (FEDERALLY TAXABLE)

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 Insurer, the Insurance Policy, the Reserve Policy, the City, the District, the CFD Authorizing Resolution, the CFD Proceedings, the Prior Authority 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 2021A (FEDERALLY TAXABLE)

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 District 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 Improvement Areas, the Act, the Local Obligations, the CFD Proceedings, the CFD Authorizing Resolution, the Prior Improvement Area 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 2021A (FEDERALLY TAXABLE)

CLOSING CERTIFICATE OF
WILMINGTON TRUST, NATIONAL ASSOCIATION

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 2021A (FEDERALLY TAXABLE)

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. 7B Special Tax is levied and collected against the property within Improvement Area No. 7B in accordance with the Improvement Area No. 7B Rate and Method of Apportionment, such Improvement Area No. 7B Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 7B 2021 Bonds and the Improvement Area No. 7B 2018 Bonds, and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 7B Special Tax.

4. If the Improvement Area No. 7C Special Tax is levied and collected against the property within Improvement Area No. 7C in accordance with the Improvement Area No. 7C Rate and Method of Apportionment, such Improvement Area No. 7C Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 7C 2021 Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 7C Special Tax.

5. If the Improvement Area No. 17A Special Tax is levied and collected against the property within Improvement Area No. 17A in accordance with the Improvement Area No. 17A Rate and Method of Apportionment, such Improvement Area No. 17A Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 17A 2021 Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 17A Special Tax.

6. If the Improvement Area No. 19C Special Tax is levied and collected against the property within Improvement Area No. 19C in accordance with the Improvement Area No. 19C Rate and Method of Apportionment, such Improvement Area No. 19C Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 19C 2021 Bonds and the District's Special Tax Refunding Bonds, 2017 Series A (Improvement Area No. 19C), and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 19C Special Tax.

7. If the Improvement Area No. 20 Special Tax is levied and collected against the property within Improvement Area No. 20 in accordance with the Improvement Area No. 20 Rate and Method of Apportionment, such Improvement Area No. 20 Special Tax will annually yield sufficient revenue to make timely payments of the principal of and interest on the Improvement Area No. 20 2021 Bonds and to pay annual administrative expenses of the District related to the levy and collection of the Improvement Area No. 20 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 2021A (FEDERALLY TAXABLE)

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 2021A (FEDERALLY TAXABLE)

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 2021A (Federally Taxable) (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: _____

Good Faith Estimates: Improvement Area 7B Refunding Bonds

The good faith estimates set forth herein are provided with respect to the Improvement Area 7B Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc., the City's Municipal Advisor (the "Municipal Advisor"), in consultation with Stifel (the "Original Purchaser").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Improvement Area 7B Refunding Bonds to be sold is $1,635,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amount of the Improvement Area 7B Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Improvement Area 7B Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Improvement Area 7B Refunding Bonds, is 2.98%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Improvement Area 7B Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Improvement Area 7B Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Improvement Area 7B Refunding Bonds), is $51,310. Additionally, there will be an annual Trustee fee for as long as the Improvement Area 7B Refunding Bonds are outstanding.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming the Estimated Principal Amounts of the Improvement Area 7B Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received for the sale of the Improvement Area 7B Refunding Bonds, less the finance charge of the Improvement Area 7B Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Improvement Area 7B Refunding Bonds, is $1,296,858.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Improvement Area 7B Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate,

its good faith estimate of the total payment amount, which means the sum total of all payments to pay debt service on the Improvement Area 7B Refunding Bonds, plus the finance charge for the Improvement Area 7B Refunding Bonds, as described above, not paid with the respective proceeds of the Improvement Area 7B Refunding Bonds, calculated to the final maturity of the Improvement Area 7B Refunding Bonds, is $2,189,016.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Improvement Area 7B Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Improvement Area 7B Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Improvement Area 7B Refunding Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Improvement Area 7B Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Improvement Area 7B Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Improvement Area 7B Refunding Bonds and the actual principal amount of Improvement Area 7B Refunding Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Improvement Area 7B Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Improvement Area 7B Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Good Faith Estimates: Improvement Area 7C Refunding Bonds

The good faith estimates set forth herein are provided with respect to the Improvement Area 7C Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc., the City's Municipal Advisor (the "Municipal Advisor"), in consultation with Stifel (the "Original Purchaser").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Improvement Area 7C Refunding Bonds to be sold is $1,490,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amount of the Improvement Area 7C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Improvement Area 7C Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Improvement Area 7C Refunding Bonds, is 2.99%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Improvement Area 7C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Improvement Area 7C Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Improvement Area 7C Refunding Bonds), is $49,625. Additionally, there will be an annual Trustee fee for as long as the Improvement Area 7C Refunding Bonds are outstanding.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming the Estimated Principal Amounts of the Improvement Area 7C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received for the sale of the Improvement Area 7C Refunding Bonds, less the finance charge of the Improvement Area 7C Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Improvement Area 7C Refunding Bonds, is $1,182,081.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Improvement Area 7C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate,

its good faith estimate of the total payment amount, which means the sum total of all payments to pay debt service on the Improvement Area 7C Refunding Bonds, plus the finance charge for the Improvement Area 7C Refunding Bonds, as described above, not paid with the respective proceeds of the Improvement Area 7C Refunding Bonds, calculated to the final maturity of the Improvement Area 7C Refunding Bonds, is $1,995,577.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Improvement Area 7C Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Improvement Area 7C Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Improvement Area 7C Refunding Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Improvement Area 7C Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Improvement Area 7C Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Improvement Area 7C Refunding Bonds and the actual principal amount of Improvement Area 7C Refunding Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Improvement Area 7C Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Improvement Area 7C Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Good Faith Estimates: Improvement Area 17A Refunding Bonds

The good faith estimates set forth herein are provided with respect to the Improvement Area 17A Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc., the City's Municipal Advisor (the "Municipal Advisor"), in consultation with Stifel (the "Original Purchaser").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Improvement Area 17A Refunding Bonds to be sold is $8,125,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amount of the Improvement Area 17A Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Improvement Area 17A Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Improvement Area 17A Refunding Bonds, is 2.42%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Improvement Area 17A Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Improvement Area 17A Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Improvement Area 17A Refunding Bonds), is $239,887. Additionally, there will be an annual Trustee fee for as long as the Improvement Area 17A Refunding Bonds are outstanding.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming the Estimated Principal Amounts of the Improvement Area 17A Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received for the sale of the Improvement Area 17A Refunding Bonds, less the finance charge of the Improvement Area 17A Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Improvement Area 17A Refunding Bonds, is $6,404,511.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Improvement Area 17A Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate,

its good faith estimate of the total payment amount, which means the sum total of all payments to pay debt service on the Improvement Area 17A Refunding Bonds, plus the finance charge for the Improvement Area 17A Refunding Bonds, as described above, not paid with the respective proceeds of the Improvement Area 17A Refunding Bonds, calculated to the final maturity of the Improvement Area 17A Refunding Bonds, is $9,609,439.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Improvement Area 17A Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Improvement Area 17A Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Improvement Area 17A Refunding Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Improvement Area 17A Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Improvement Area 17A Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Improvement Area 17A Refunding Bonds and the actual principal amount of Improvement Area 17A Refunding Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Improvement Area 17A Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Improvement Area 17A Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Good Faith Estimates: Improvement Area 19C Refunding Bonds

The good faith estimates set forth herein are provided with respect to the Improvement Area 19C Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc., the City's Municipal Advisor (the "Municipal Advisor"), in consultation with Stifel (the "Original Purchaser").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Improvement Area 19C Refunding Bonds to be sold is $5,010,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amount of the Improvement Area 19C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Improvement Area 19C Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Improvement Area 19C Refunding Bonds, is 2.33%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Improvement Area 19C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Improvement Area 19C Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Improvement Area 19C Refunding Bonds), is $147,930. Additionally, there will be an annual Trustee fee for as long as the Improvement Area 19C Refunding Bonds are outstanding.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming the Estimated Principal Amounts of the Improvement Area 19C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received for the sale of the Improvement Area 19C Refunding Bonds, less the finance charge of the Improvement Area 19C Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Improvement Area 19C Refunding Bonds, is $3,647,080.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Improvement Area 19C Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate,

its good faith estimate of the total payment amount, which means the sum total of all payments to pay debt service on the Improvement Area 19C Refunding Bonds, plus the finance charge for the Improvement Area 19C Refunding Bonds, as described above, not paid with the respective proceeds of the Improvement Area 19C Refunding Bonds, calculated to the final maturity of the Improvement Area 19C Refunding Bonds, is $5,812,953.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Improvement Area 19C Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Improvement Area 19C Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Improvement Area 19C Refunding Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Improvement Area 19C Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Improvement Area 19C Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Improvement Area 19C Refunding Bonds and the actual principal amount of Improvement Area 19C Refunding Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Improvement Area 19C Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Improvement Area 19C Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Good Faith Estimates: Improvement Area 20 Refunding Bonds

The good faith estimates set forth herein are provided with respect to the Improvement Area 20 Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc., the City's Municipal Advisor (the "Municipal Advisor"), in consultation with Stifel (the "Original Purchaser").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Improvement Area 20 Refunding Bonds to be sold is $2,630,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amount of the Improvement Area 20 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Improvement Area 20 Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Improvement Area 20 Refunding Bonds, is 2.60%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Improvement Area 20 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Improvement Area 20 Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Improvement Area 20 Refunding Bonds), is $77,191. Additionally, there will be an annual Trustee fee for as long as the Improvement Area 20 Refunding Bonds are outstanding.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming the Estimated Principal Amounts of the Improvement Area 20 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received for the sale of the Improvement Area 20 Refunding Bonds, less the finance charge of the Improvement Area 20 Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Improvement Area 20 Refunding Bonds, is $1,995,083.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Improvement Area 20 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate,

its good faith estimate of the total payment amount, which means the sum total of all payments to pay debt service on the Improvement Area 20 Refunding Bonds, plus the finance charge for the Improvement Area 20 Refunding Bonds, as described above, not paid with the respective proceeds of the Improvement Area 20 Refunding Bonds, calculated to the final maturity of the Improvement Area 20 Refunding Bonds, is $3,221,797.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Improvement Area 20 Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Improvement Area 20 Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Improvement Area 20 Refunding Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Improvement Area 20 Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Improvement Area 20 Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Improvement Area 20 Refunding Bonds and the actual principal amount of Improvement Area 20 Refunding Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Improvement Area 20 Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Improvement Area 20 Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Good Faith Estimates: 2021 Refunding Bonds

The good faith estimates set forth herein are provided with respect to the 2021 Refunding Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures, Inc., the City's Municipal Advisor (the "Municipal Advisor"), in consultation with Stifel (the "Original Purchaser").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2021 Refunding Bonds to be sold is $18,890,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amount of the 2021 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the 2021 Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2021 Refunding Bonds, is 2.55%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2021 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the 2021 Refunding Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2021 Refunding Bonds), is $565,942. Additionally, there will be an annual Trustee fee of $3,000 for as long as the 2021 Refunding Bonds are outstanding.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming the Estimated Principal Amounts of the 2021 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received for the sale of the 2021 Bonds, less the finance charge of the 2021 Refunding Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2021 Refunding Bonds, is $14,525,612.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the 2021 Refunding Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments to pay debt service on the 2021 Refunding Bonds, plus the finance charge for the 2021 Refunding Bonds, as described above, not paid with the respective proceeds of the 2021 Refunding

Bonds, calculated to the final maturity of the 2021 Refunding Bonds, is $22,828,782. Additionally, there will be an annual Trustee fee of $3,000 for as long as the 2021 Refunding Bonds are outstanding.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the 2021 Refunding Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the 2021 Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2021 Refunding Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the 2021 Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2021 Refunding Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the 2021 Bonds and the actual principal amount of 2021 Refunding Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the 2021 Refunding Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the 2021 Refunding Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

Beaumont Public Improvement Authority

Local Agency Refunding Bonds, Series 2021A
(Federally Taxable)

Date: June 1, 2021

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Refinancing Overview

SEC Compliance and Items Subject to City Council Approval

Issuance Costs and Tentative Schedule

Refinancing Overview

Summary

- **Staff and the Financing Team Presented City Council with Debt Refinancing Opportunities on April 6, 2021**
  - 4 Series of Outstanding Bonds Associated with 5 Improvement Areas of CFD 93-1
- **Based on the Savings Presented, City Council Approved Moving Forward**
  - Additionally, at the April 6 Meeting, Council Inquired About Other Savings Opportunities and Based on Current Market Conditions, No Other Debt Obligations Generate Positive Savings
- **City Staff and its Financing Team Now Return with Resolutions Approving the Issuance of Refunding Bonds and All Documents in Connection Therewith**
  - Items Subject to Council Approval Listed on Slide 12

Refinancing Candidates

- **In Aggregate, Bonds Associated with the Improvement Areas have $20.08M of Par Value Outstanding**

Outstanding Bonds: Improvement Areas 7B, 7C, 17A, 19C, and 20								
Issue	**Area**	**Parcels**	**Date**	**Par Outstanding**	**Term**	**Rate**	**Optional Call**	**Ratings**
2012B Bonds	20	106	Apr 2012	$2,870,000	2035	5.95%	Sept 1, 2022	Non-Rated
2012C Bonds	7B	237	Jun 2012	$1,740,000	2039	5.25%	Sept 1, 2022	
	7C	318		$1,580,000	2039	5.25%	Sept 1, 2022	
2013A Bonds	19C	668	Jan 2013	$5,480,000	2036	5.00%	Sept 1, 2023	
2013B Bonds	17A	485	Apr 2013	$8,410,000	2034	5.00%	Sept 1, 2023	
TOTALS		**1,814**		**$20,080,000**				

- **Post 2017 Tax Reform, Tax-Exempt Advance Refundings No Longer Permitted**
  - However, Issuers can Advance Refund on a ***Taxable*** Basis

Estimated Savings

- **Estimated Savings Based on Market Conditions as of May 27, 2021**

Estimated Savings: Improvement Areas 7B, 7C, 17A, 19C, and 20						
Improvement Area	**IA 7B**	**IA 7C**	**IA 17A**	**IA 19C**	**IA 20**	**Total**
Property Owners	237	318	285	668	106	1,813
True Interest Cost	3.1%	3.1%	2.6%	2.6%	2.8%	2.7%
NPV Savings ($)	$224,570	$205,498	$325,854	$185,272	$430,831	$1,372,025
NPV Savings (%)	**12.9%**	**13.0%**	**3.9%**	**3.4%**	**15.0%**	**6.8%**
Annual Savings	$31,813	$28,863	$112,552	$72,998	$72,169	$258,927
Annual Savings/Parcel	**$134.80**	**$90.76**	**$232.07**	**$109.28**	**$680.84**	**$142.82**
Aggregate Savings	$572,636	$519,534	$1,463,175	$1,094,977	$1,010,370	$4,660,692

- **Staff Practice with All Refinancing Opportunities: Evaluate the Economics of Removing the 2% Escalating Debt Structure (if Applicable)**

Based on Current Market Conditions as of May 27, 2021.

Consideration: Remove 2% Escalating Structure

- **Improvement Areas 7C and 20 have Escalating Debt Structures**

- **Council has Discretion to Maintain or Remove Escalator on Individual Basis**

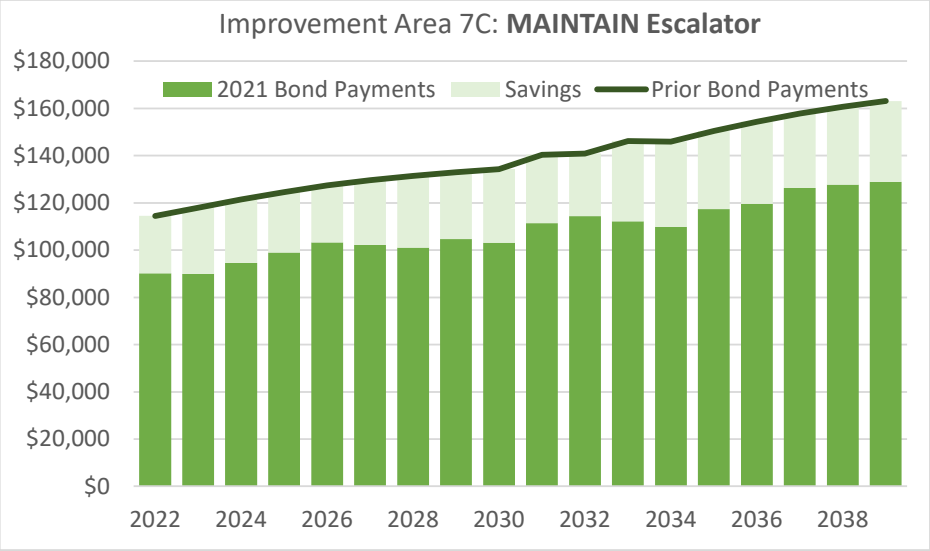
Estimated Savings: Improvement Areas 7B, 7C, 17A, 19C, and 20						
Improvement Area	**IA 7B**	**IA 7C**	**IA 17A**	**IA 19C**	**IA 20**	**Total**
Property Owners	237	318	285	668	106	1,813
True Interest Cost	3.1%	3.0%	2.6%	2.6%	2.7%	2.7%
NPV Savings ($)	$225,480	$220,959	$327,906	$186,894	$445,574	$1,406,814
NPV Savings (%)	**13.0%**	**14.0%**	**3.9%**	**3.4%**	**15.5%**	**7.0%**
Annual Savings	$31,813	$32,030	$112,552	$72,998	$75,926	$265,017
Annual Savings/Parcel	**$134.80**	**$100.72**	**$232.07**	**$109.28**	**$716.28**	**$146.18**
Aggregate Savings	$572,636	$576,547	$1,463,175	$1,094,977	$1,062,964	$4,770,299

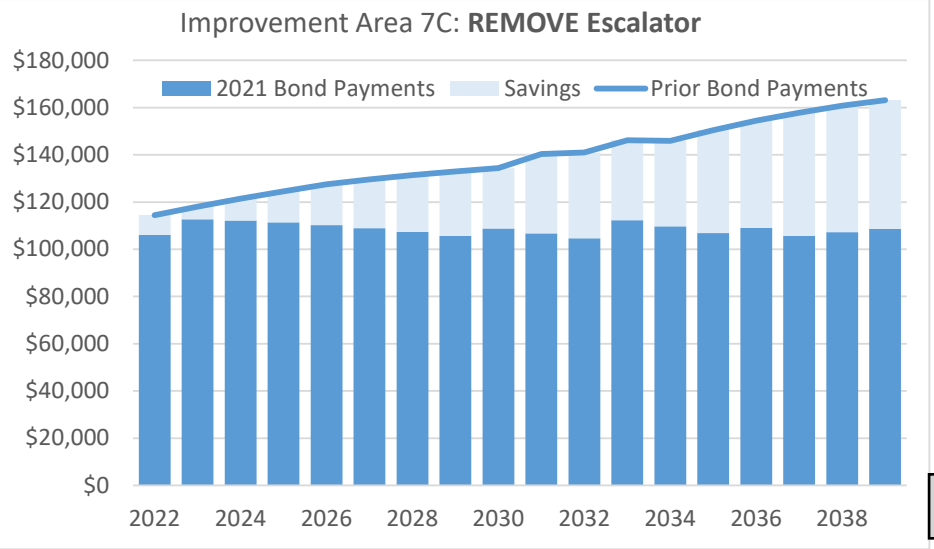
Based on Current Market Conditions as of May 27, 2021.

Improvement Area 7C

- **Level Annual Savings (MAINTAIN Escalator)**
  - $90 in Annual Savings Per Homeowner (2022-2039)

- **Level Annual Payments (REMOVE Escalator)**
  - Savings Increase Over Time
  - $20 (2022) to $171 (2039)

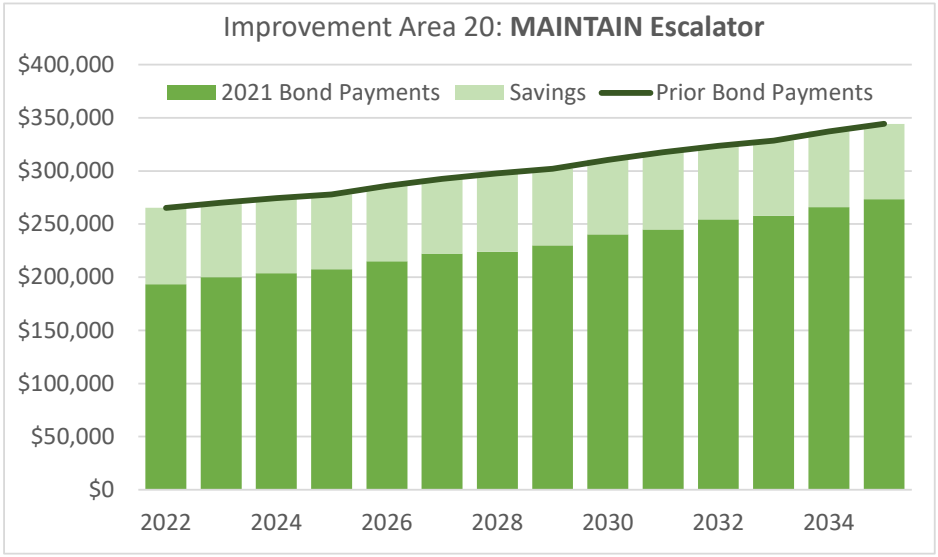


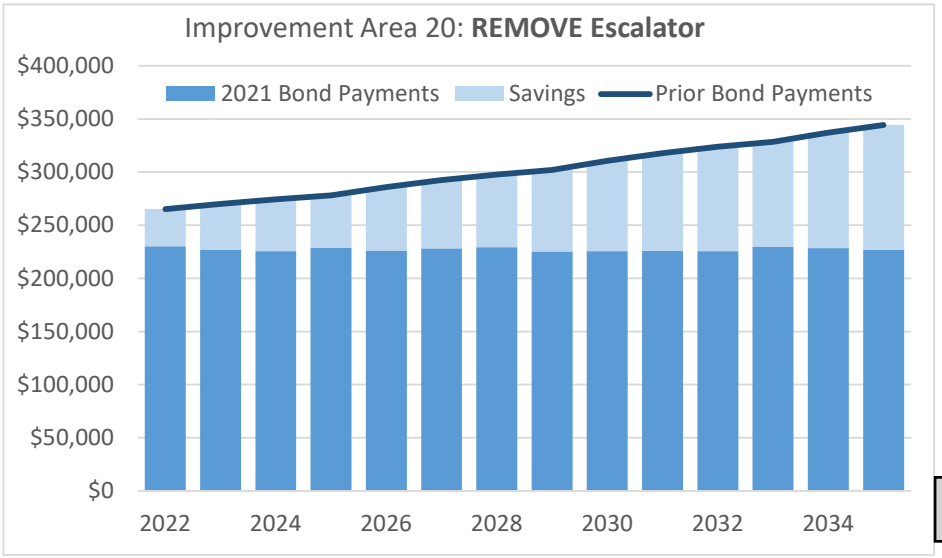


Based on Current Market Conditions as of May 27, 2021.

Improvement Area 20

- **Level Annual Savings (MAINTAIN Escalator)**
  - $680 in Annual Savings Per Homeowner (2022-2035)
- **Level Annual Payments (REMOVE Escalator)**
  - Savings Increase Over Time
  - $361 (2022) to $1,103 (2035)





Based on Current Market Conditions as of May 27, 2021.

Legal Provisions

Securities and Exchange Commission (SEC) Compliance

- **Preliminary Official Statement and Official Statement Contain SEC Mandated Disclosure Related to the Cease and Desist Order and the Beaumont Financing Authority's Compliance History with its Continuing Disclosure Undertakings**

- **City has and will Comply with its Disclosure Policies and the SEC Cease and Desist Order**

- **Official Statement Reviewed by the Financing Team**

Items Subject to Approval

- **Resolutions of City Council (Acting as the Legislative Body of CFD 93-1), Beaumont Financing Authority (Issuer of the Outstanding Bonds), and Beaumont Public Improvement Authority (Issuer of the 2021 Bonds)**
  - Approving the Issuance of Bonds Subject to the Compliance of Certain Criteria
  - Approving Certain Documents and Taking Certain Other Actions, Including:
    - Indentures and Supplemental Indentures
    - Escrow Agreements
    - Preliminary Official Statement
    - Bond Purchase Agreement
    - Continuing Disclosure Agreement
    - Hire Financing Team: Legal (Bond and Disclosure), Municipal Advisor, Special Tax Consultant, Trustee, Underwriter
    - Acknowledgment of Good Faith Estimates
- **Provide Direction on Debt Structures for IA-7C and IA-20**

Issuance Costs and Tentative Schedule

Estimated Costs of Issuance

- **Issuance Costs (Excluding Underwriter) Proposal: $208,100**
  - In Line with 2020 Pooled CFD Refunding ($213,267)

- **Underwriter's Discount ($/Bond) Not to Exceed: $9.25/Bond**
  - Stifel Selected through Competitive RFP Process

Not to Exceed Costs of Issuance and Underwriter's Discount		
Role	**Party**	**Total**
Bond & Disclosure Counsel	Stradling	$80,000
Municipal Advisor	Urban Futures	47,500
Special Tax Consultant	Webb	35,000
Credit Rating	S&P	21,500
Trustee / Escrow Agent	Wilmington	16,600
Printer	To be Determined	3,000
Verification Agent	Causey	4,500
	TOTAL Estimated Costs of Issuance (COI)	**$208,100**
	Underwriter's Discount (UWD) ($9.25 per Bond)	170,494
	Total COI + UWD Discount	**$378,594**

Tentative Schedule

- **Assuming Approval this Evening, the 2021 Bonds are Expected to Price on Wednesday, June 16th and Close 2 Weeks Later**

Date	Description
Tuesday, June 1st	Meeting to Approve Financing
Tuesday, June 8th	Post Preliminary Official Statement (Make Available to Prospective Investors)
Wednesday, June 16th	Pricing of 2021 Bonds
Wednesday, June 30th	Settlement of 2021 Bonds (Date of Issuance)

Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE June 1, 2021

SUBJECT: FY2022 City-Wide Budget Review and Approval

Background and Analysis:

The City Council met on January 5, 2021, to review and give input to City staff on the budget timeline. On May 4, 2021, City Council reviewed the first draft of the City-wide budget and had no recommended changes.

City staff reviewed the budget and only made one change, which is now presented to the City Council for possible adoption.

Budget Overview

The City has three major operating funds (General Fund, Wastewater Fund and Transit Fund). Revenues and expenditures for FY2022 for these three funds are as follows.

Operating Fund	Revenues	Expenditures
General Fund	$39,452,812	$38,678,061
Wastewater	$11,781,500	$11,781,500
Transit	$2,745,964	$2,535,849

The Transit Fund budget was previously approved by the City Council on April 20, 2021. It is incorporated into the overall budget and is subject to approval by the Riverside County Transit Commission.

General Fund Highlights

- Revenues have increased from the FY2021 budget by $2.25 million or 6.1%,
- Expenses have increased from the FY2021 budget by $2.9 million or 8.4% before enhancements,
- Eight new positions were added and four position upgrades totaling $1,092,376,
- Operating cost enhancements totaling $549,641, and

- Revenues exceed expenses by $774,751 for Council appropriation throughout FY2022.

A summary for the General Fund revenues is included as Attachment A. A summary of General Fund expenses by department is included as Attachment B.

Wastewater Fund Highlights

- Revenues have increased from the FY2021 budget by $888,700 or 8.2%,
- Expenses have increased from the FY2021 budget by $395,251 or 3.6% before enhancements,
- One new position was added totaling $288,344, and
- Operating cost enhancements totaling $205,000.

A summary for the Wastewater Fund is included as Attachment C.

All Funds

In addition to the major operating funds, there are many funds that are used to support operations and segregated funds must be used for specific purposes. These other funds include development impact fees, community facilities district fees, grants funds and state/county pass through funds.

All Funds	Revenues	Expenditures
TOTAL	$92,077,159	$87,017,780

A summary for All Funds is included as Attachment D.

Fiscal Impact:

This item sets the City-wide budget for FY2022 and provides expenditures authority for operations.

Recommended Action:

Adopt the City-Wide Budget for FY2022.

Attachments:

A. FY 2021-22 General Fund Revenues
B. FY 2021-22 General Fund Expenditures by Department
C. FY 2021-22 Wastewater Fund
D. FY 2021-22 All Funds

City of Beaumont, CA

Budget Report
Account Summary
For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 40 - TAXES							
Revenue							
100-0000-4005-0000	SECURED PROPERTY TAX	5,483,351.00	5,483,351.00	0.00	0.00	-5,483,351.00	100.00 %
100-0000-4008-0000	UNSECURED PROPERTY TAXES	277,822.00	277,822.00	0.00	0.00	-277,822.00	100.00 %
100-0000-4010-0000	PROPERTY TRANSFER TAX	380,333.00	380,333.00	0.00	0.00	-380,333.00	100.00 %
100-0000-4015-0000	STREET LIGHT ASSESSMENT (PROP 13)	652,904.00	652,904.00	0.00	0.00	-652,904.00	100.00 %
100-0000-4050-0000	SALES & USE TAXES	6,741,000.00	6,741,000.00	0.00	0.00	-6,741,000.00	100.00 %
100-0000-4055-0000	1/2% SALES TAX-PBLC SFTY	185,638.00	185,638.00	0.00	0.00	-185,638.00	100.00 %
100-0000-4060-0000	MOTOR VEH IN-LIEU TAXES	6,010,000.00	6,010,000.00	0.00	0.00	-6,010,000.00	100.00 %
100-0000-4065-0000	VEH.LICENSE COLLECTION	43,000.00	43,000.00	0.00	0.00	-43,000.00	100.00 %
100-0000-4075-0000	UTILITY USERS TAX	2,125,541.00	2,125,541.00	0.00	0.00	-2,125,541.00	100.00 %
100-0000-4080-0000	FRANCHISE FEES - EDISON	332,462.00	332,462.00	0.00	0.00	-332,462.00	100.00 %
100-0000-4082-0000	FRANCHISE FEES - CABLE	363,103.00	363,103.00	0.00	0.00	-363,103.00	100.00 %
100-0000-4085-0000	FRANCHISE FEES - VERIZON/FRONTIER	193,363.00	193,363.00	0.00	0.00	-193,363.00	100.00 %
100-0000-4087-0000	FRANCHISE FEES- GAS COMPANY	122,546.00	122,546.00	0.00	0.00	-122,546.00	100.00 %
100-0000-4088-0000	FRANCHISE FEE -WASTE MANAGEME...	2,100,000.00	2,100,000.00	0.00	0.00	-2,100,000.00	100.00 %
100-0000-4090-0000	TRANSIENT OCCUPANCY TAX	284,332.00	284,332.00	0.00	0.00	-284,332.00	100.00 %
	Revenue Total:	**25,295,395.00**	**25,295,395.00**	**0.00**	**0.00**	**-25,295,395.00**	**100.00 %**
	Category: 40 - TAXES Total:	**25,295,395.00**	**25,295,395.00**	**0.00**	**0.00**	**-25,295,395.00**	**100.00 %**
Category: 41 - LICENSES							
Revenue							
100-0000-4200-0000	BUSINESS LICENSES	405,000.00	405,000.00	0.00	0.00	-405,000.00	100.00 %
	Revenue Total:	**405,000.00**	**405,000.00**	**0.00**	**0.00**	**-405,000.00**	**100.00 %**
	Category: 41 - LICENSES Total:	**405,000.00**	**405,000.00**	**0.00**	**0.00**	**-405,000.00**	**100.00 %**
Category: 42 - PERMITS							
Revenue							
100-0000-4310-0000	BUILDING PERMITS AND INSPECTIONS	2,192,250.00	2,192,250.00	0.00	0.00	-2,192,250.00	100.00 %
100-0000-4315-0000	YARD SALE	4,664.00	4,664.00	0.00	0.00	-4,664.00	100.00 %
100-0000-4320-0000	MISC PERMITS	17,200.00	17,200.00	0.00	0.00	-17,200.00	100.00 %
100-0000-4330-0000	BUILDING PLAN CHECK	665,000.00	665,000.00	0.00	0.00	-665,000.00	100.00 %
100-0000-4551-0000	RAILCAR FEES	3,456.00	3,456.00	0.00	0.00	-3,456.00	100.00 %
100-0000-4556-0000	PLANNING DEPARTMENT REVENUE	215,000.00	215,000.00	0.00	0.00	-215,000.00	100.00 %
100-0000-4566-0000	PUBLIC WORKS-PERMITS	15,300.00	15,300.00	0.00	0.00	-15,300.00	100.00 %
100-0000-4567-0000	PUBLIC WORKS-PLAN CHECK	404,300.00	404,300.00	0.00	0.00	-404,300.00	100.00 %
100-0000-4568-0000	PUBLIC WORKS-INSPECTION	331,200.00	331,200.00	0.00	0.00	-331,200.00	100.00 %
100-0000-4569-0000	PUBLIC WORKS-ENGINEERING	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
100-0000-4572-0000	FIRE DEPT FEES	86,655.00	86,655.00	0.00	0.00	-86,655.00	100.00 %
	Revenue Total:	**3,980,025.00**	**3,980,025.00**	**0.00**	**0.00**	**-3,980,025.00**	**100.00 %**
	Category: 42 - PERMITS Total:	**3,980,025.00**	**3,980,025.00**	**0.00**	**0.00**	**-3,980,025.00**	**100.00 %**
Category: 47 - CHARGES FOR SERVICE							
Revenue							
100-0000-4210-2000	ANIMAL LICENSE - BEAUMONT	53,802.00	53,802.00	0.00	0.00	-53,802.00	100.00 %
100-0000-4210-2150	ANIMAL LICENSE - CALIMESA	7,658.00	7,658.00	0.00	0.00	-7,658.00	100.00 %
100-0000-4211-2000	ANIMAL LICENSE - LATE FEE BEAUM...	2,007.00	2,007.00	0.00	0.00	-2,007.00	100.00 %
100-0000-4211-2150	ANIMAL LICENSE - LATE FEE CALIMESA	603.00	603.00	0.00	0.00	-603.00	100.00 %
100-0000-4212-2000	ANIMAL LICENSE - REPLACEMENT BE...	1,341.00	1,341.00	0.00	0.00	-1,341.00	100.00 %
100-0000-4212-2150	ANIMAL LICENSE - REPLACEMENT CAL...	259.00	259.00	0.00	0.00	-259.00	100.00 %
100-0000-4318-0000	TRANSPORTATION PERMITS	6,135.00	6,135.00	0.00	0.00	-6,135.00	100.00 %
100-0000-4505-2000	ANIMAL CARE - MICRO CHIP	48.00	48.00	0.00	0.00	-48.00	100.00 %
100-0000-4507-2000	ANIMAL CARE - RETURN OF ANIMAL	3,061.00	3,061.00	0.00	0.00	-3,061.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-0000-4509-2000	ANIMAL CARE - RETURN IMPOUND F...	391.00	391.00	0.00	0.00	-391.00	100.00 %
100-0000-4513-2000	ANIMAL CARE - OWNER TURN IN	1,557.00	1,557.00	0.00	0.00	-1,557.00	100.00 %
100-0000-4513-2150	ANIMAL CARE - OWNER TURN IN	244.00	244.00	0.00	0.00	-244.00	100.00 %
100-0000-4515-2000	ANIMAL CARE - EUTHANASIA FEE	593.00	593.00	0.00	0.00	-593.00	100.00 %
100-0000-4522-2150	COST RECOVERY-ANIMAL CONTROL	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
100-0000-4525-0000	CODE ENFORCEMENT-WEED ABATE...	53,140.00	53,140.00	0.00	0.00	-53,140.00	100.00 %
100-0000-4526-0000	CODE ENFORCEMENT-OTHER	11,081.00	11,081.00	0.00	0.00	-11,081.00	100.00 %
100-0000-4527-0000	CODE ENFORCEMENT LIEN RECOVERY	3,178.00	3,178.00	0.00	0.00	-3,178.00	100.00 %
100-0000-4530-0000	LIVE SCAN-FINGERPRINTING	18,146.00	18,146.00	0.00	0.00	-18,146.00	100.00 %
100-0000-4535-0000	NOTARY FEES	550.00	550.00	0.00	0.00	-550.00	100.00 %
100-0000-4540-0000	PASSPORT FEES	33,000.00	33,000.00	0.00	0.00	-33,000.00	100.00 %
100-0000-4562-0000	SPECIAL POLICE SERVICES	275,350.00	275,350.00	0.00	0.00	-275,350.00	100.00 %
100-0000-4565-0000	SCHOOL RESOURCE OFFICER PROGR...	157,000.00	157,000.00	0.00	0.00	-157,000.00	100.00 %
100-0000-4570-0000	COMMUNITY PROGRAMS	1,750.00	1,750.00	0.00	0.00	-1,750.00	100.00 %
100-0000-4578-0000	BOND ACCEPTANCE	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
100-0000-4579-0000	BOND REDUCTION/EXONERATION	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
100-0000-4590-0000	BUILDING RENTAL	128,520.00	128,520.00	0.00	0.00	-128,520.00	100.00 %
100-0000-4591-0000	PARKS RENTAL	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
100-0000-4595-1550	COMMUNITY SERVICE STAFF TIME	17,000.00	17,000.00	0.00	0.00	-17,000.00	100.00 %
100-0000-4599-0000	SALE OF MISC COPIES	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
100-0000-4820-0000	ADMINISTRATIVE FEES	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
100-0000-4821-0000	ADMINISTRATIVE FEES - PLANNING	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
100-0000-4822-0000	ADMINISTRATIVE FEES - PUBLIC WOR...	157,000.00	157,000.00	0.00	0.00	-157,000.00	100.00 %
	Revenue Total:	**1,080,914.00**	**1,080,914.00**	**0.00**	**0.00**	**-1,080,914.00**	**100.00 %**
	Category: 47 - CHARGES FOR SERVICE Total:	**1,080,914.00**	**1,080,914.00**	**0.00**	**0.00**	**-1,080,914.00**	**100.00 %**
Category: 50 - FINES AND FORFEITURES							
Revenue							
100-0000-4640-0000	ABANDONED VEHICLE PROGRAM	6,739.00	6,739.00	0.00	0.00	-6,739.00	100.00 %
100-0000-4641-0000	GENERAL FINES	52,195.00	52,195.00	0.00	0.00	-52,195.00	100.00 %
100-0000-4643-0000	PARKING FINE REVENUE	14,003.00	14,003.00	0.00	0.00	-14,003.00	100.00 %
100-0000-4647-0000	CA VEHICLE CODE FINES	55,866.00	55,866.00	0.00	0.00	-55,866.00	100.00 %
	Revenue Total:	**128,803.00**	**128,803.00**	**0.00**	**0.00**	**-128,803.00**	**100.00 %**
	Category: 50 - FINES AND FORFEITURES Total:	**128,803.00**	**128,803.00**	**0.00**	**0.00**	**-128,803.00**	**100.00 %**
Category: 53 - COST RECOVERY							
Revenue							
100-0000-4685-0000	COST RECOVERY	205,000.00	205,000.00	0.00	0.00	-205,000.00	100.00 %
100-0000-4685-0001	COST RECOVERY - SOLID WASTE SUP...	127,500.00	127,500.00	0.00	0.00	-127,500.00	100.00 %
100-0000-4689-0000	COST RECOVERY-POST	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
100-0000-4693-0000	INSURANCE RECOVERY	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
	Revenue Total:	**452,500.00**	**452,500.00**	**0.00**	**0.00**	**-452,500.00**	**100.00 %**
	Category: 53 - COST RECOVERY Total:	**452,500.00**	**452,500.00**	**0.00**	**0.00**	**-452,500.00**	**100.00 %**
Category: 54 - MISCELLANEOUS REVENUES							
Revenue							
100-0000-4600-0000	RELEASE OF LIEN	16,000.00	16,000.00	0.00	0.00	-16,000.00	100.00 %
100-0000-4650-0000	INTEREST	275,000.00	275,000.00	0.00	0.00	-275,000.00	100.00 %
100-0000-4825-0000	MISCELLANEOUS REVENUE	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
	Revenue Total:	**309,000.00**	**309,000.00**	**0.00**	**0.00**	**-309,000.00**	**100.00 %**
	Category: 54 - MISCELLANEOUS REVENUES Total:	**309,000.00**	**309,000.00**	**0.00**	**0.00**	**-309,000.00**	**100.00 %**
Category: 90 - TRANSFERS							
Revenue							
100-0000-9950-0000	TRANSFERS IN	7,151,175.00	7,151,175.00	0.00	0.00	-7,151,175.00	100.00 %
100-0000-9951-0000	TRANSFER IN - OVERHEAD	650,000.00	650,000.00	0.00	0.00	-650,000.00	100.00 %
	Revenue Total:	**7,801,175.00**	**7,801,175.00**	**0.00**	**0.00**	**-7,801,175.00**	**100.00 %**
	Category: 90 - TRANSFERS Total:	**7,801,175.00**	**7,801,175.00**	**0.00**	**0.00**	**-7,801,175.00**	**100.00 %**
	Report Total:	**39,452,812.00**	**39,452,812.00**	**0.00**	**0.00**	**-39,452,812.00**	**100.00 %**

Group Summary

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 40 - TAXES						
Revenue	25,295,395.00	25,295,395.00	0.00	0.00	-25,295,395.00	100.00 %
Category: 40 - TAXES Total:	**25,295,395.00**	**25,295,395.00**	**0.00**	**0.00**	**-25,295,395.00**	**100.00 %**
Category: 41 - LICENSES						
Revenue	405,000.00	405,000.00	0.00	0.00	-405,000.00	100.00 %
Category: 41 - LICENSES Total:	**405,000.00**	**405,000.00**	**0.00**	**0.00**	**-405,000.00**	**100.00 %**
Category: 42 - PERMITS						
Revenue	3,980,025.00	3,980,025.00	0.00	0.00	-3,980,025.00	100.00 %
Category: 42 - PERMITS Total:	**3,980,025.00**	**3,980,025.00**	**0.00**	**0.00**	**-3,980,025.00**	**100.00 %**
Category: 47 - CHARGES FOR SERVICE						
Revenue	1,080,914.00	1,080,914.00	0.00	0.00	-1,080,914.00	100.00 %
Category: 47 - CHARGES FOR SERVICE Total:	**1,080,914.00**	**1,080,914.00**	**0.00**	**0.00**	**-1,080,914.00**	**100.00 %**
Category: 50 - FINES AND FORFEITURES						
Revenue	128,803.00	128,803.00	0.00	0.00	-128,803.00	100.00 %
Category: 50 - FINES AND FORFEITURES Total:	**128,803.00**	**128,803.00**	**0.00**	**0.00**	**-128,803.00**	**100.00 %**
Category: 53 - COST RECOVERY						
Revenue	452,500.00	452,500.00	0.00	0.00	-452,500.00	100.00 %
Category: 53 - COST RECOVERY Total:	**452,500.00**	**452,500.00**	**0.00**	**0.00**	**-452,500.00**	**100.00 %**
Category: 54 - MISCELLANEOUS REVENUES						
Revenue	309,000.00	309,000.00	0.00	0.00	-309,000.00	100.00 %
Category: 54 - MISCELLANEOUS REVENUES Total:	**309,000.00**	**309,000.00**	**0.00**	**0.00**	**-309,000.00**	**100.00 %**
Category: 90 - TRANSFERS						
Revenue	7,801,175.00	7,801,175.00	0.00	0.00	-7,801,175.00	100.00 %
Category: 90 - TRANSFERS Total:	**7,801,175.00**	**7,801,175.00**	**0.00**	**0.00**	**-7,801,175.00**	**100.00 %**
Report Total:	**39,452,812.00**	**39,452,812.00**	**0.00**	**0.00**	**-39,452,812.00**	**100.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100 - GENERAL FUND	39,452,812.00	39,452,812.00	0.00	0.00	-39,452,812.00	100.00 %
Report Total:	**39,452,812.00**	**39,452,812.00**	**0.00**	**0.00**	**-39,452,812.00**	**100.00 %**

City of Beaumont, CA

Budget Report
Account Summary
For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 0000 - NON-DEPARTMENTAL							
Expense							
100-0000-9960-0000	TRANSFERS OUT	445,271.00	445,271.00	0.00	0.00	445,271.00	100.00 %
	Expense Total:	**445,271.00**	**445,271.00**	**0.00**	**0.00**	**445,271.00**	**100.00 %**
	Department: 0000 - NON-DEPARTMENTAL Total:	**445,271.00**	**445,271.00**	**0.00**	**0.00**	**445,271.00**	**100.00 %**
Department: 1050 - CITY COUNCIL							
Expense							
100-1050-6010-0000	SALARIES	25,200.00	25,200.00	0.00	0.00	25,200.00	100.00 %
100-1050-6022-0000	WORKERS COMP	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
100-1050-6034-0000	MEDICARE	365.00	365.00	0.00	0.00	365.00	100.00 %
100-1050-6035-0000	FICA/PARS	328.00	328.00	0.00	0.00	328.00	100.00 %
100-1050-7025-0000	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00	100.00 %
100-1050-7035-0000	LOCAL MEETINGS	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1050-7065-0000	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1050-7066-0000	TRAVEL, EDUCATION, TRAINING	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00 %
100-1050-7070-0000	SPECIAL DEPT SUPPLIES	200.00	200.00	0.00	0.00	200.00	100.00 %
	Expense Total:	**43,053.00**	**43,053.00**	**0.00**	**0.00**	**43,053.00**	**100.00 %**
	Department: 1050 - CITY COUNCIL Total:	**43,053.00**	**43,053.00**	**0.00**	**0.00**	**43,053.00**	**100.00 %**
Department: 1150 - CITY CLERK							
Expense							
100-1150-6010-0000	SALARIES	114,627.00	114,627.00	0.00	0.00	114,627.00	100.00 %
100-1150-6016-0000	ACCRUED TIME CASH OUT	8,435.00	8,435.00	0.00	0.00	8,435.00	100.00 %
100-1150-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1150-6020-0000	HEALTH INSURANCE	9,070.00	9,070.00	0.00	0.00	9,070.00	100.00 %
100-1150-6022-0000	WORKERS COMP	5,821.00	5,821.00	0.00	0.00	5,821.00	100.00 %
100-1150-6023-0000	DISABILITY	526.00	526.00	0.00	0.00	526.00	100.00 %
100-1150-6024-0000	P.E.R.S./P.E.P.R.A.	29,126.00	29,126.00	0.00	0.00	29,126.00	100.00 %
100-1150-6028-0000	LIFE INSURANCE	84.00	84.00	0.00	0.00	84.00	100.00 %
100-1150-6034-0000	MEDICARE	1,811.00	1,811.00	0.00	0.00	1,811.00	100.00 %
100-1150-6035-0000	FICA/PARS	22.00	22.00	0.00	0.00	22.00	100.00 %
100-1150-7020-0000	ADVERTISING	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
100-1150-7025-0000	OFFICE SUPPLIES	1,435.00	1,435.00	0.00	0.00	1,435.00	100.00 %
100-1150-7027-0000	HEALTH/FITNESS	600.00	600.00	0.00	0.00	600.00	100.00 %
100-1150-7030-0000	DUES & SUBSCRIPTIONS	760.00	760.00	0.00	0.00	760.00	100.00 %
100-1150-7066-0000	TRAVEL, EDUCATION, TRAINING	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
100-1150-7068-0000	CONTRACTUAL SERVICES	12,195.00	12,195.00	0.00	0.00	12,195.00	100.00 %
100-1150-8072-0000	IT - ISF	21,127.00	21,127.00	0.00	0.00	21,127.00	100.00 %
	Expense Total:	**215,199.00**	**215,199.00**	**0.00**	**0.00**	**215,199.00**	**100.00 %**
	Department: 1150 - CITY CLERK Total:	**215,199.00**	**215,199.00**	**0.00**	**0.00**	**215,199.00**	**100.00 %**
Department: 1200 - ADMINISTRATION							
Expense							
100-1200-6010-0000	SALARIES	976,235.00	976,235.00	0.00	0.00	976,235.00	100.00 %
100-1200-6012-0000	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-1200-6016-0000	ACCRUED TIME CASH OUT	58,763.00	58,763.00	0.00	0.00	58,763.00	100.00 %
100-1200-6018-0000	OTHER COMPENSATION	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
100-1200-6020-0000	HEALTH INSURANCE	122,726.00	122,726.00	0.00	0.00	122,726.00	100.00 %
100-1200-6022-0000	WORKERS COMP	51,023.00	51,023.00	0.00	0.00	51,023.00	100.00 %
100-1200-6023-0000	DISABILITY	4,208.00	4,208.00	0.00	0.00	4,208.00	100.00 %
100-1200-6024-0000	P.E.R.S./P.E.P.R.A.	144,972.00	144,972.00	0.00	0.00	144,972.00	100.00 %
100-1200-6026-0000	DEFERRED COMP	23,220.00	23,220.00	0.00	0.00	23,220.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1200-6028-0000	LIFE INSURANCE	672.00	672.00	0.00	0.00	672.00	100.00 %
100-1200-6030-0000	CAR ALLOWANCE	12,600.00	12,600.00	0.00	0.00	12,600.00	100.00 %
100-1200-6034-0000	MEDICARE	15,678.00	15,678.00	0.00	0.00	15,678.00	100.00 %
100-1200-7020-0000	ADVERTISING	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
100-1200-7025-0000	OFFICE SUPPLIES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-1200-7027-0000	HEALTH/FITNESS	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00 %
100-1200-7030-0000	DUES & SUBSCRIPTIONS	40,662.00	40,662.00	0.00	0.00	40,662.00	100.00 %
100-1200-7035-0000	LOCAL MEETINGS	5,052.00	5,052.00	0.00	0.00	5,052.00	100.00 %
100-1200-7041-0000	EVENTS	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
100-1200-7065-0000	UNIFORMS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1200-7066-0000	TRAVEL, EDUCATION, TRAINING	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00 %
100-1200-7068-0000	CONTRACTUAL SERVICES	407,044.00	407,044.00	0.00	0.00	407,044.00	100.00 %
100-1200-7070-0000	SPECIAL DEPT SUPPLIES	15,200.00	15,200.00	0.00	0.00	15,200.00	100.00 %
100-1200-7900-0000	CONTINGENCY	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-1200-8072-0000	IT -ISF	13,581.00	13,581.00	0.00	0.00	13,581.00	100.00 %
	Expense Total:	**2,140,716.00**	**2,140,716.00**	**0.00**	**0.00**	**2,140,716.00**	**100.00 %**
	Department: 1200 - ADMINISTRATION Total:	**2,140,716.00**	**2,140,716.00**	**0.00**	**0.00**	**2,140,716.00**	**100.00 %**
Department: 1225 - FINANCE AND BUDGETING							
Expense							
100-1225-6010-0000	SALARIES	697,040.00	697,040.00	0.00	0.00	697,040.00	100.00 %
100-1225-6012-0000	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-1225-6016-0000	ACCRUED TIME CASH OUT	29,279.00	29,279.00	0.00	0.00	29,279.00	100.00 %
100-1225-6018-0000	OTHER COMPENSATION	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-1225-6020-0000	HEALTH INSURANCE	78,549.00	78,549.00	0.00	0.00	78,549.00	100.00 %
100-1225-6022-0000	WORKERS COMP	35,257.00	35,257.00	0.00	0.00	35,257.00	100.00 %
100-1225-6023-0000	DISABILITY	3,156.00	3,156.00	0.00	0.00	3,156.00	100.00 %
100-1225-6024-0000	P.E.R.S./P.E.P.R.A.	68,566.00	68,566.00	0.00	0.00	68,566.00	100.00 %
100-1225-6028-0000	LIFE INSURANCE	504.00	504.00	0.00	0.00	504.00	100.00 %
100-1225-6030-0000	CAR ALLOWANCE	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
100-1225-6034-0000	MEDICARE	10,664.00	10,664.00	0.00	0.00	10,664.00	100.00 %
100-1225-6035-0000	FICA/PARS	22.00	22.00	0.00	0.00	22.00	100.00 %
100-1225-7025-0000	OFFICE SUPPLIES	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00 %
100-1225-7027-0000	HEALTH/FITNESS	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
100-1225-7030-0000	DUES & SUBSCRIPTIONS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1225-7051-0000	BANKING FEES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1225-7052-0000	CREDIT CARD FEES	161,000.00	161,000.00	0.00	0.00	161,000.00	100.00 %
100-1225-7065-0000	UNIFORMS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1225-7066-0000	TRAVEL, EDUCATION, TRAINING	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-1225-7068-0000	CONTRACTUAL SERVICES	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
100-1225-7070-0000	SPECIAL DEPT SUPPLIES	250.00	250.00	0.00	0.00	250.00	100.00 %
100-1225-7071-0000	SOFTWARE	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
100-1225-7090-0000	EQUIPMENT SUPPLIES/MAINT	200.00	200.00	0.00	0.00	200.00	100.00 %
100-1225-8072-0000	Information Technology - ISF	9,054.00	9,054.00	0.00	0.00	9,054.00	100.00 %
	Expense Total:	**1,260,741.00**	**1,260,741.00**	**0.00**	**0.00**	**1,260,741.00**	**100.00 %**
	Department: 1225 - FINANCE AND BUDGETING Total:	**1,260,741.00**	**1,260,741.00**	**0.00**	**0.00**	**1,260,741.00**	**100.00 %**
Department: 1230 - I.T.							
Expense							
100-1230-6010-0000	SALARIES	361,525.00	361,525.00	0.00	0.00	361,525.00	100.00 %
100-1230-6012-0000	OVERTIME	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
100-1230-6016-0000	ACCRUED TIME CASH OUT	11,853.00	11,853.00	0.00	0.00	11,853.00	100.00 %
100-1230-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1230-6020-0000	HEALTH INSURANCE	67,382.00	67,382.00	0.00	0.00	67,382.00	100.00 %
100-1230-6022-0000	WORKERS COMP	18,466.00	18,466.00	0.00	0.00	18,466.00	100.00 %
100-1230-6023-0000	DISABILITY	2,104.00	2,104.00	0.00	0.00	2,104.00	100.00 %
100-1230-6024-0000	P.E.R.S./P.E.P.R.A.	55,400.00	55,400.00	0.00	0.00	55,400.00	100.00 %
100-1230-6028-0000	LIFE INSURANCE	336.00	336.00	0.00	0.00	336.00	100.00 %
100-1230-6030-0000	CAR ALLOWANCE	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1230-6034-0000	MEDICARE	5,636.00	5,636.00	0.00	0.00	5,636.00	100.00 %
100-1230-7015-0000	TELEPHONE	89,330.00	89,330.00	0.00	0.00	89,330.00	100.00 %
100-1230-7015-5400	TELEPHONE - SPORTS PARK	950.00	950.00	0.00	0.00	950.00	100.00 %
100-1230-7015-6025	TELEPHONE (CITY HALL)	32,400.00	32,400.00	0.00	0.00	32,400.00	100.00 %
100-1230-7015-6026	TELEPHONE (BLDG B)	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-1230-7015-6040	TELEPHONE (POLICE DPT)	88,100.00	88,100.00	0.00	0.00	88,100.00	100.00 %
100-1230-7015-6041	TELEPHONE (PD ANNEX)	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1230-7015-6045	TELEPHONE (COMM CTR)	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
100-1230-7015-6055	TELEPHONE (MAPLE AVE)	4,112.00	4,112.00	0.00	0.00	4,112.00	100.00 %
100-1230-7015-6060	TELEPHONE (4th ST YARD)	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-1230-7025-0000	OFFICE SUPPLIES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1230-7027-0000	HEALTH/FITNESS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-1230-7030-0000	DUES & SUBSCRIPTIONS	2,320.00	2,320.00	0.00	0.00	2,320.00	100.00 %
100-1230-7035-0000	LOCAL MEETINGS	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1230-7037-0000	VEHICLE MAINTENANCE	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1230-7050-0000	FUEL	360.00	360.00	0.00	0.00	360.00	100.00 %
100-1230-7065-0000	UNIFORMS	900.00	900.00	0.00	0.00	900.00	100.00 %
100-1230-7066-0000	TRAVEL, EDUCATION, TRAINING	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1230-7068-0000	CONTRACTUAL SERVICES	27,000.00	27,000.00	0.00	0.00	27,000.00	100.00 %
100-1230-7068-6025	CONTRACT SVC - CITY HALL	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-1230-7071-0000	SOFTWARE	402,522.00	402,522.00	0.00	0.00	402,522.00	100.00 %
100-1230-7071-6026	SOFTWARE (BLDG B)	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1230-7071-6040	SOFTWARE (POLICE DEPT)	189,015.00	189,015.00	0.00	0.00	189,015.00	100.00 %
100-1230-7071-6045	SOFTWARE (COMMUNITY CENTER)	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-1230-7072-0000	COMPUTER SUPPLIES/MAINT	27,700.00	27,700.00	0.00	0.00	27,700.00	100.00 %
100-1230-7072-6025	COMPUTER SUPPLIES/MAINT (CITY H...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-1230-7072-6026	COMPUTER SUPPLIES/MAINT (BLDG B)	13,054.00	13,054.00	0.00	0.00	13,054.00	100.00 %
100-1230-7072-6040	COMPUTER SUPPLIES/MAINT (P.D.)	24,500.00	24,500.00	0.00	0.00	24,500.00	100.00 %
100-1230-7075-0000	EQUIPMENT LEASING/RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-1230-7075-6025	EQUIPMENT LEASING/RENTAL (CITY ...	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-1230-7075-6026	EQUIPMENT LEASING/RENTAL (BLDG...	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
100-1230-7075-6040	EQUIPMENT LEASING/RENTAL (P.D.)	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-1230-7075-6041	EQUIPMENT LEASING/RENTAL (PD A...	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-1230-7075-6045	EQUIPMENT LEASING/RENTAL (COM...	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
100-1230-7090-0000	EQUIPMENT SUPPLIES/MAINT	14,600.00	14,600.00	0.00	0.00	14,600.00	100.00 %
100-1230-7090-6026	EQUIP SUPPLIES/MAINT (BLDG B)	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1230-8072-0000	Information Technology - ISF	6,036.00	6,036.00	0.00	0.00	6,036.00	100.00 %
	Expense Total:	**1,576,101.00**	**1,576,101.00**	**0.00**	**0.00**	**1,576,101.00**	**100.00 %**
	Department: 1230 - I.T. Total:	**1,576,101.00**	**1,576,101.00**	**0.00**	**0.00**	**1,576,101.00**	**100.00 %**
Department: 1240 - RISK AND HUMAN RESOURCES							
Expense							
100-1240-6010-0000	SALARIES	352,515.00	352,515.00	0.00	0.00	352,515.00	100.00 %
100-1240-6012-0000	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-1240-6016-0000	ACCRUED TIME CASH OUT	29,428.00	29,428.00	0.00	0.00	29,428.00	100.00 %
100-1240-6018-0000	OTHER COMPENSATION	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-1240-6020-0000	HEALTH INSURANCE	37,451.00	37,451.00	0.00	0.00	37,451.00	100.00 %
100-1240-6022-0000	WORKERS COMP	18,046.00	18,046.00	0.00	0.00	18,046.00	100.00 %
100-1240-6023-0000	DISABILITY	1,578.00	1,578.00	0.00	0.00	1,578.00	100.00 %
100-1240-6024-0000	P.E.R.S./P.E.P.R.A.	81,568.00	81,568.00	0.00	0.00	81,568.00	100.00 %
100-1240-6028-0000	LIFE INSURANCE	252.00	252.00	0.00	0.00	252.00	100.00 %
100-1240-6030-0000	CAR ALLOWANCE	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1240-6034-0000	MEDICARE	5,674.00	5,674.00	0.00	0.00	5,674.00	100.00 %
100-1240-6050-0000	RECRUITMENT AND HIRING COSTS	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-1240-7025-0000	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	250.00	100.00 %
100-1240-7027-0000	HEALTH/FITNESS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1240-7030-0000	DUES & SUBSCRIPTIONS	570.00	570.00	0.00	0.00	570.00	100.00 %
100-1240-7035-0000	LOCAL MEETINGS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-1240-7066-0000	TRAVEL, EDUCATION, TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1240-7068-0000	CONTRACTUAL SERVICES	98,865.00	98,865.00	0.00	0.00	98,865.00	100.00 %
100-1240-7070-0000	SPECIAL DEPT SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1240-7080-0000	INSURANCE	1,747,374.00	1,747,374.00	0.00	0.00	1,747,374.00	100.00 %
100-1240-7081-0000	CLAIM COSTS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-1240-8072-0000	Information Technology - ISF	4,527.00	4,527.00	0.00	0.00	4,527.00	100.00 %
	Expense Total:	**2,434,498.00**	**2,434,498.00**	**0.00**	**0.00**	**2,434,498.00**	**100.00 %**
	Department: 1240 - RISK AND HUMAN RESOURCES Total:	**2,434,498.00**	**2,434,498.00**	**0.00**	**0.00**	**2,434,498.00**	**100.00 %**
Department: 1300 - LEGAL							
Expense							
100-1300-7068-000B	CONTRACTUAL SERVICES - GENERAL ...	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-1300-7068-000G	CONTRACTUAL SERVICES - GENERAL	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
100-1300-7068-000S	CONTRACTUAL SERVIES - SPECIAL LIT...	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
	Expense Total:	**1,500,000.00**	**1,500,000.00**	**0.00**	**0.00**	**1,500,000.00**	**100.00 %**
	Department: 1300 - LEGAL Total:	**1,500,000.00**	**1,500,000.00**	**0.00**	**0.00**	**1,500,000.00**	**100.00 %**
Department: 1350 - COMMUNITY DEVELOPMENT							
Expense							
100-1350-6010-0000	SALARIES	281,439.00	281,439.00	0.00	0.00	281,439.00	100.00 %
100-1350-6016-0000	ACCRUED TIME CASH OUT	12,939.00	12,939.00	0.00	0.00	12,939.00	100.00 %
100-1350-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1350-6020-0000	HEALTH INSURANCE	37,750.00	37,750.00	0.00	0.00	37,750.00	100.00 %
100-1350-6022-0000	WORKERS COMP	14,552.00	14,552.00	0.00	0.00	14,552.00	100.00 %
100-1350-6023-0000	DISABILITY	1,052.00	1,052.00	0.00	0.00	1,052.00	100.00 %
100-1350-6024-0000	P.E.R.S./P.E.P.R.A.	43,951.00	43,951.00	0.00	0.00	43,951.00	100.00 %
100-1350-6028-0000	LIFE INSURANCE	168.00	168.00	0.00	0.00	168.00	100.00 %
100-1350-6030-0000	CAR ALLOWANCE	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1350-6034-0000	MEDICARE	4,408.00	4,408.00	0.00	0.00	4,408.00	100.00 %
100-1350-6035-0000	FICA/PARS	78.00	78.00	0.00	0.00	78.00	100.00 %
100-1350-7020-0000	ADVERTISING	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1350-7025-0000	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	300.00	100.00 %
100-1350-7027-0000	HEALTH/FITNESS	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1350-7030-0000	DUES & SUBSCRIPTIONS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1350-7065-0000	UNIFORMS	600.00	600.00	0.00	0.00	600.00	100.00 %
100-1350-7066-0000	TRAVEL, EDUCATION, TRAINING	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
100-1350-7068-0000	CONTRACTUAL SERVICES	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-1350-7070-0000	SPECIAL DEPT SUPPLIES	300.00	300.00	0.00	0.00	300.00	100.00 %
100-1350-8072-0000	Information Technology - ISF	6,791.00	6,791.00	0.00	0.00	6,791.00	100.00 %
	Expense Total:	**526,128.00**	**526,128.00**	**0.00**	**0.00**	**526,128.00**	**100.00 %**
	Department: 1350 - COMMUNITY DEVELOPMENT Total:	**526,128.00**	**526,128.00**	**0.00**	**0.00**	**526,128.00**	**100.00 %**
Department: 1550 - COMMUNITY SERVICES							
Expense							
100-1550-6010-0000	SALARIES	355,060.00	355,060.00	0.00	0.00	355,060.00	100.00 %
100-1550-6012-0000	OVERTIME	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
100-1550-6016-0000	ACCRUED TIME CASH OUT	16,717.00	16,717.00	0.00	0.00	16,717.00	100.00 %
100-1550-6018-0000	OTHER COMPENSATION	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1550-6020-0000	HEALTH INSURANCE	44,313.00	44,313.00	0.00	0.00	44,313.00	100.00 %
100-1550-6022-0000	WORKERS COMP	15,821.00	15,821.00	0.00	0.00	15,821.00	100.00 %
100-1550-6023-0000	DISABILITY	1,578.00	1,578.00	0.00	0.00	1,578.00	100.00 %
100-1550-6024-0000	P.E.R.S./P.E.P.R.A.	74,258.00	74,258.00	0.00	0.00	74,258.00	100.00 %
100-1550-6028-0000	LIFE INSURANCE	252.00	252.00	0.00	0.00	252.00	100.00 %
100-1550-6030-0000	CAR ALLOWANCE	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
100-1550-6034-0000	MEDICARE	4,819.00	4,819.00	0.00	0.00	4,819.00	100.00 %
100-1550-6035-0000	FICA/PARS	902.00	902.00	0.00	0.00	902.00	100.00 %
100-1550-7025-0000	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1550-7027-0000	HEALTH/FITNESS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-1550-7030-0000	DUES & SUBSCRIPTIONS	1,605.00	1,605.00	0.00	0.00	1,605.00	100.00 %
100-1550-7040-0000	RECREATION PROGRAMS	162,580.00	162,580.00	0.00	0.00	162,580.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1550-7065-0000	UNIFORMS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-1550-7068-0000	CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1550-7071-0000	SOFTWARE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-1550-7085-0000	BUILDING SUPPLIES/MAINT	600.00	600.00	0.00	0.00	600.00	100.00 %
100-1550-8072-0000	Information Technology - ISF	10,563.00	10,563.00	0.00	0.00	10,563.00	100.00 %
	Expense Total:	**704,718.00**	**704,718.00**	**0.00**	**0.00**	**704,718.00**	**100.00 %**
	Department: 1550 - COMMUNITY SERVICES Total:	**704,718.00**	**704,718.00**	**0.00**	**0.00**	**704,718.00**	**100.00 %**
Department: 2000 - ANIMAL CONTROL							
Expense							
100-2000-6010-0000	SALARIES	152,153.00	152,153.00	0.00	0.00	152,153.00	100.00 %
100-2000-6012-0000	OVERTIME	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-2000-6016-0000	ACCRUED TIME CASH OUT	11,363.00	11,363.00	0.00	0.00	11,363.00	100.00 %
100-2000-6020-0000	HEALTH INSURANCE	40,200.00	40,200.00	0.00	0.00	40,200.00	100.00 %
100-2000-6022-0000	WORKERS COMP	7,818.00	7,818.00	0.00	0.00	7,818.00	100.00 %
100-2000-6023-0000	DISABILITY	1,052.00	1,052.00	0.00	0.00	1,052.00	100.00 %
100-2000-6024-0000	P.E.R.S./P.E.P.R.A.	39,687.00	39,687.00	0.00	0.00	39,687.00	100.00 %
100-2000-6028-0000	LIFE INSURANCE	168.00	168.00	0.00	0.00	168.00	100.00 %
100-2000-6034-0000	MEDICARE	2,490.00	2,490.00	0.00	0.00	2,490.00	100.00 %
100-2000-6036-0000	UNIFORMS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-2000-7025-0000	OFFICE SUPPLIES	680.00	680.00	0.00	0.00	680.00	100.00 %
100-2000-7027-0000	HEALTH/FITNESS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-2000-7030-0000	DUES & SUBSCRIPTIONS	75.00	75.00	0.00	0.00	75.00	100.00 %
100-2000-7037-0000	VEHICLE MAINTENANCE	2,136.00	2,136.00	0.00	0.00	2,136.00	100.00 %
100-2000-7050-0000	FUEL	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-2000-7066-0000	TRAVEL, EDUCATION, TRAINING	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00 %
100-2000-7068-0000	CONTRACTUAL SERVICES	53,500.00	53,500.00	0.00	0.00	53,500.00	100.00 %
100-2000-7070-0000	SPECIAL DEPT SUPPLIES	3,619.00	3,619.00	0.00	0.00	3,619.00	100.00 %
100-2000-8070-0000	Vehicle ISF	8,528.00	8,528.00	0.00	0.00	8,528.00	100.00 %
100-2000-8072-0000	Information Technology - ISF	3,018.00	3,018.00	0.00	0.00	3,018.00	100.00 %
	Expense Total:	**344,182.00**	**344,182.00**	**0.00**	**0.00**	**344,182.00**	**100.00 %**
	Department: 2000 - ANIMAL CONTROL Total:	**344,182.00**	**344,182.00**	**0.00**	**0.00**	**344,182.00**	**100.00 %**
Department: 2030 - COMMUNITY ENHANCEMENT							
Expense							
100-2030-6010-0000	SALARIES	159,866.00	159,866.00	0.00	0.00	159,866.00	100.00 %
100-2030-6012-0000	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2030-6016-0000	ACCRUED TIME CASH OUT	11,939.00	11,939.00	0.00	0.00	11,939.00	100.00 %
100-2030-6020-0000	HEALTH INSURANCE	25,377.00	25,377.00	0.00	0.00	25,377.00	100.00 %
100-2030-6022-0000	WORKERS COMP	8,203.00	8,203.00	0.00	0.00	8,203.00	100.00 %
100-2030-6023-0000	DISABILITY	1,052.00	1,052.00	0.00	0.00	1,052.00	100.00 %
100-2030-6024-0000	P.E.R.S./P.E.P.R.A.	41,645.00	41,645.00	0.00	0.00	41,645.00	100.00 %
100-2030-6028-0000	LIFE INSURANCE	168.00	168.00	0.00	0.00	168.00	100.00 %
100-2030-6034-0000	MEDICARE	2,581.00	2,581.00	0.00	0.00	2,581.00	100.00 %
100-2030-6036-0000	UNIFORMS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-2030-7025-0000	OFFICE SUPPLIES	375.00	375.00	0.00	0.00	375.00	100.00 %
100-2030-7027-0000	HEALTH/FITNESS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-2030-7030-0000	DUES & SUBSCRIPTIONS	200.00	200.00	0.00	0.00	200.00	100.00 %
100-2030-7035-0000	LOCAL MEETINGS	175.00	175.00	0.00	0.00	175.00	100.00 %
100-2030-7037-0000	VEHICLE MAINTENANCE	2,440.00	2,440.00	0.00	0.00	2,440.00	100.00 %
100-2030-7039-0000	CODE ENFORCEMENT	46,200.00	46,200.00	0.00	0.00	46,200.00	100.00 %
100-2030-7050-0000	FUEL	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
100-2030-7066-0000	TRAVEL, EDUCATION, TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-2030-7155-0000	VECTOR CONTROL	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
	Expense Total:	**321,521.00**	**321,521.00**	**0.00**	**0.00**	**321,521.00**	**100.00 %**
	Department: 2030 - COMMUNITY ENHANCEMENT Total:	**321,521.00**	**321,521.00**	**0.00**	**0.00**	**321,521.00**	**100.00 %**

Budget Report **For Fiscal: 2021-2022 Period Endin 22**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 2040 - PUBLIC SAFETY - OES							
Expense							
100-2040-7036-0000	GRANT SPECIFIC COSTS (OES)	171,900.00	171,900.00	0.00	0.00	171,900.00	100.00 %
	Expense Total:	**171,900.00**	**171,900.00**	**0.00**	**0.00**	**171,900.00**	**100.00 %**
	Department: 2040 - PUBLIC SAFETY - OES Total:	**171,900.00**	**171,900.00**	**0.00**	**0.00**	**171,900.00**	**100.00 %**
Department: 2050 - POLICE							
Expense							
100-2050-6010-0000	SALARIES	5,505,766.00	5,505,766.00	0.00	0.00	5,505,766.00	100.00 %
100-2050-6012-0000	OVERTIME	329,942.00	329,942.00	0.00	0.00	329,942.00	100.00 %
100-2050-6016-0000	ACCRUED TIME CASH OUT	606,870.00	606,870.00	0.00	0.00	606,870.00	100.00 %
100-2050-6020-0000	HEALTH INSURANCE	790,538.00	790,538.00	0.00	0.00	790,538.00	100.00 %
100-2050-6022-0000	WORKERS COMP	567,241.00	567,241.00	0.00	0.00	567,241.00	100.00 %
100-2050-6023-0000	DISABILITY	25,774.00	25,774.00	0.00	0.00	25,774.00	100.00 %
100-2050-6024-0000	P.E.R.S./P.E.P.R.A.	1,989,372.00	1,989,372.00	0.00	0.00	1,989,372.00	100.00 %
100-2050-6028-0000	LIFE INSURANCE	5,341.00	5,341.00	0.00	0.00	5,341.00	100.00 %
100-2050-6034-0000	MEDICARE	94,696.00	94,696.00	0.00	0.00	94,696.00	100.00 %
100-2050-6036-0000	UNIFORMS	58,800.00	58,800.00	0.00	0.00	58,800.00	100.00 %
100-2050-7020-0000	ADVERTISING	1,150.00	1,150.00	0.00	0.00	1,150.00	100.00 %
100-2050-7025-0000	OFFICE SUPPLIES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-2050-7027-0000	HEALTH/FITNESS	29,400.00	29,400.00	0.00	0.00	29,400.00	100.00 %
100-2050-7030-0000	DUES & SUBSCRIPTIONS	31,825.00	31,825.00	0.00	0.00	31,825.00	100.00 %
100-2050-7031-0000	LIVE SCAN-FINGERPRINTING	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
100-2050-7035-0000	LOCAL MEETINGS	6,750.00	6,750.00	0.00	0.00	6,750.00	100.00 %
100-2050-7037-0000	VEHICLE MAINTENANCE	76,613.00	76,613.00	0.00	0.00	76,613.00	100.00 %
100-2050-7050-0000	FUEL	164,000.00	164,000.00	0.00	0.00	164,000.00	100.00 %
100-2050-7053-0000	PERMITS, FEES AND LICENSES	19,800.00	19,800.00	0.00	0.00	19,800.00	100.00 %
100-2050-7056-0000	GOVT FEE DISTRIBUTION	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-2050-7057-0000	ERICA	262,000.00	262,000.00	0.00	0.00	262,000.00	100.00 %
100-2050-7058-0000	CLETS SYSTEM	5,520.00	5,520.00	0.00	0.00	5,520.00	100.00 %
100-2050-7059-0000	BOOKING FEES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-2050-7065-0000	UNIFORMS	42,015.00	42,015.00	0.00	0.00	42,015.00	100.00 %
100-2050-7066-0000	TRAVEL, EDUCATION, TRAINING	77,100.00	77,100.00	0.00	0.00	77,100.00	100.00 %
100-2050-7068-0000	CONTRACTUAL SERVICES	55,700.00	55,700.00	0.00	0.00	55,700.00	100.00 %
100-2050-7070-0000	SPECIAL DEPT SUPPLIES	236,510.00	236,510.00	0.00	0.00	236,510.00	100.00 %
100-2050-7090-0000	EQUIPMENT SUPPLIES/MAINT	50,167.00	50,167.00	0.00	0.00	50,167.00	100.00 %
100-2050-7091-0000	CAL-ID FEE	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-2050-8040-0000	EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-2050-8060-0000	VEHICLES	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-2050-8070-0000	Vehicle ISF	333,474.00	333,474.00	0.00	0.00	333,474.00	100.00 %
100-2050-8072-0000	Information Technology - ISF	78,470.00	78,470.00	0.00	0.00	78,470.00	100.00 %
	Expense Total:	**11,574,834.00**	**11,574,834.00**	**0.00**	**0.00**	**11,574,834.00**	**100.00 %**
	Department: 2050 - POLICE Total:	**11,574,834.00**	**11,574,834.00**	**0.00**	**0.00**	**11,574,834.00**	**100.00 %**
Department: 2080 - K-9							
Expense							
100-2080-7035-0000	LOCAL MEETINGS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2080-7060-0000	CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2080-7066-0000	TRAVEL, EDUCATION, TRAINING	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00 %
100-2080-7070-0000	SPECIAL DEPT SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
	Expense Total:	**11,100.00**	**11,100.00**	**0.00**	**0.00**	**11,100.00**	**100.00 %**
	Department: 2080 - K-9 Total:	**11,100.00**	**11,100.00**	**0.00**	**0.00**	**11,100.00**	**100.00 %**
Department: 2090 - POLICE SUPPORT							
Expense							
100-2090-6010-0000	SALARIES	1,118,756.00	1,118,756.00	0.00	0.00	1,118,756.00	100.00 %
100-2090-6012-0000	OVERTIME	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-2090-6016-0000	ACCRUED TIME CASH OUT	112,418.00	112,418.00	0.00	0.00	112,418.00	100.00 %
100-2090-6020-0000	HEALTH INSURANCE	237,199.00	237,199.00	0.00	0.00	237,199.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-2090-6022-0000	WORKERS COMP	57,258.00	57,258.00	0.00	0.00	57,258.00	100.00 %
100-2090-6023-0000	DISABILITY	7,890.00	7,890.00	0.00	0.00	7,890.00	100.00 %
100-2090-6024-0000	P.E.R.S./P.E.P.R.A.	203,853.00	203,853.00	0.00	0.00	203,853.00	100.00 %
100-2090-6028-0000	LIFE INSURANCE	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
100-2090-6034-0000	MEDICARE	18,554.00	18,554.00	0.00	0.00	18,554.00	100.00 %
100-2090-6035-0000	FICA/PARS	1,515.00	1,515.00	0.00	0.00	1,515.00	100.00 %
100-2090-6036-0000	UNIFORMS	16,800.00	16,800.00	0.00	0.00	16,800.00	100.00 %
100-2090-7027-0000	HEALTH/FITNESS	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00 %
100-2090-7030-0000	DUES & SUBSCRIPTIONS	1,723.00	1,723.00	0.00	0.00	1,723.00	100.00 %
100-2090-7035-0000	LOCAL MEETINGS	240.00	240.00	0.00	0.00	240.00	100.00 %
100-2090-7066-0000	TRAVEL, EDUCATION, TRAINING	12,700.00	12,700.00	0.00	0.00	12,700.00	100.00 %
100-2090-7070-0000	SPECIAL DEPT SUPPLIES	900.00	900.00	0.00	0.00	900.00	100.00 %
100-2090-8072-0000	Information Technology - ISF	33,199.00	33,199.00	0.00	0.00	33,199.00	100.00 %
	Expense Total:	**1,855,865.00**	**1,855,865.00**	**0.00**	**0.00**	**1,855,865.00**	**100.00 %**
	Department: 2090 - POLICE SUPPORT Total:	**1,855,865.00**	**1,855,865.00**	**0.00**	**0.00**	**1,855,865.00**	**100.00 %**
Department: 2100 - FIRE							
Expense							
100-2100-7037-0000	VEHICLE MAINTENANCE	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
100-2100-7050-0000	FUEL	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2100-7068-0000	CONTRACTUAL SERVICES	4,044,081.00	4,044,081.00	0.00	0.00	4,044,081.00	100.00 %
100-2100-8070-0000	Vehicle ISF	10,498.00	10,498.00	0.00	0.00	10,498.00	100.00 %
	Expense Total:	**4,070,579.00**	**4,070,579.00**	**0.00**	**0.00**	**4,070,579.00**	**100.00 %**
	Department: 2100 - FIRE Total:	**4,070,579.00**	**4,070,579.00**	**0.00**	**0.00**	**4,070,579.00**	**100.00 %**
Department: 2150 - BUILDING AND SAFETY							
Expense							
100-2150-6010-0000	SALARIES	494,953.00	494,953.00	0.00	0.00	494,953.00	100.00 %
100-2150-6012-0000	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2150-6016-0000	ACCRUED TIME CASH OUT	27,594.00	27,594.00	0.00	0.00	27,594.00	100.00 %
100-2150-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-2150-6020-0000	HEALTH INSURANCE	91,993.00	91,993.00	0.00	0.00	91,993.00	100.00 %
100-2150-6022-0000	WORKERS COMP	25,138.00	25,138.00	0.00	0.00	25,138.00	100.00 %
100-2150-6023-0000	DISABILITY	2,630.00	2,630.00	0.00	0.00	2,630.00	100.00 %
100-2150-6024-0000	P.E.R.S./P.E.P.R.A.	115,982.00	115,982.00	0.00	0.00	115,982.00	100.00 %
100-2150-6028-0000	LIFE INSURANCE	420.00	420.00	0.00	0.00	420.00	100.00 %
100-2150-6034-0000	MEDICARE	7,719.00	7,719.00	0.00	0.00	7,719.00	100.00 %
100-2150-6036-0000	UNIFORMS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-2150-7025-0000	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	400.00	100.00 %
100-2150-7027-0000	HEALTH/FITNESS	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-2150-7030-0000	DUES & SUBSCRIPTIONS	600.00	600.00	0.00	0.00	600.00	100.00 %
100-2150-7035-0000	LOCAL MEETINGS	380.00	380.00	0.00	0.00	380.00	100.00 %
100-2150-7037-0000	VEHICLE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-2150-7050-0000	FUEL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-2150-7063-0000	PLAN CHECK FEES	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-2150-7065-0000	UNIFORMS	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
100-2150-7066-0000	TRAVEL, EDUCATION, TRAINING	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-2150-7067-0000	INSPECTIONS	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-2150-7068-0000	CONTRACTUAL SERVICES	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-2150-7070-0000	SPECIAL DEPT SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-2150-8070-0000	Vehicle ISF	10,498.00	10,498.00	0.00	0.00	10,498.00	100.00 %
100-2150-8072-0000	Information Technology - ISF	8,300.00	8,300.00	0.00	0.00	8,300.00	100.00 %
	Expense Total:	**1,470,207.00**	**1,470,207.00**	**0.00**	**0.00**	**1,470,207.00**	**100.00 %**
	Department: 2150 - BUILDING AND SAFETY Total:	**1,470,207.00**	**1,470,207.00**	**0.00**	**0.00**	**1,470,207.00**	**100.00 %**
Department: 3100 - ENGINEERING AND PUBLIC WORKS							
Expense							
100-3100-6010-0000	SALARIES	734,248.00	734,248.00	0.00	0.00	734,248.00	100.00 %
100-3100-6012-0000	OVERTIME	3,284.00	3,284.00	0.00	0.00	3,284.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-3100-6016-0000	ACCRUED TIME CASH OUT	30,453.00	30,453.00	0.00	0.00	30,453.00	100.00 %
100-3100-6018-0000	OTHER COMPENSATION	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-3100-6020-0000	HEALTH INSURANCE	129,239.00	129,239.00	0.00	0.00	129,239.00	100.00 %
100-3100-6022-0000	WORKERS COMP	30,275.00	30,275.00	0.00	0.00	30,275.00	100.00 %
100-3100-6023-0000	DISABILITY	3,419.00	3,419.00	0.00	0.00	3,419.00	100.00 %
100-3100-6024-0000	P.E.R.S./P.E.P.R.A.	148,103.00	148,103.00	0.00	0.00	148,103.00	100.00 %
100-3100-6028-0000	LIFE INSURANCE	546.00	546.00	0.00	0.00	546.00	100.00 %
100-3100-6030-0000	CAR ALLOWANCE	3,150.00	3,150.00	0.00	0.00	3,150.00	100.00 %
100-3100-6034-0000	MEDICARE	8,382.00	8,382.00	0.00	0.00	8,382.00	100.00 %
100-3100-6036-0000	UNIFORMS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-3100-7025-0000	OFFICE SUPPLIES	420.00	420.00	0.00	0.00	420.00	100.00 %
100-3100-7027-0000	HEALTH/FITNESS	4,350.00	4,350.00	0.00	0.00	4,350.00	100.00 %
100-3100-7030-0000	DUES & SUBSCRIPTIONS	150.00	150.00	0.00	0.00	150.00	100.00 %
100-3100-7037-0000	VEHICLE MAINTENANCE	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
100-3100-7050-0000	FUEL	6,180.00	6,180.00	0.00	0.00	6,180.00	100.00 %
100-3100-7063-0000	PLAN CHECK FEES	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-3100-7064-0000	STORM WATER INSPECTIONS	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-3100-7065-0000	UNIFORMS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-3100-7066-0000	TRAVEL, EDUCATION, TRAINING	5,750.00	5,750.00	0.00	0.00	5,750.00	100.00 %
100-3100-7067-0000	INSPECTIONS	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
100-3100-7068-0000	CONTRACTUAL SERVICES	200,500.00	200,500.00	0.00	0.00	200,500.00	100.00 %
100-3100-7070-0000	SPECIAL DEPT SUPPLIES	3,430.00	3,430.00	0.00	0.00	3,430.00	100.00 %
100-3100-8040-0000	EQUIPMENT	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
100-3100-8070-0000	Vehicle ISF	3,877.00	3,877.00	0.00	0.00	3,877.00	100.00 %
100-3100-8072-0000	Information Technology - ISF	10,563.00	10,563.00	0.00	0.00	10,563.00	100.00 %
	Expense Total:	**1,583,879.00**	**1,583,879.00**	**0.00**	**0.00**	**1,583,879.00**	**100.00 %**
	Department: 3100 - ENGINEERING AND PUBLIC WORKS Total:	**1,583,879.00**	**1,583,879.00**	**0.00**	**0.00**	**1,583,879.00**	**100.00 %**
Department: 3250 - STREET MAINTENANCE							
Expense							
100-3250-6010-0000	SALARIES	479,124.00	479,124.00	0.00	0.00	479,124.00	100.00 %
100-3250-6012-0000	OVERTIME	20,131.00	20,131.00	0.00	0.00	20,131.00	100.00 %
100-3250-6016-0000	ACCRUED TIME CASH OUT	31,929.00	31,929.00	0.00	0.00	31,929.00	100.00 %
100-3250-6020-0000	HEALTH INSURANCE	127,872.00	127,872.00	0.00	0.00	127,872.00	100.00 %
100-3250-6022-0000	WORKERS COMP	24,578.00	24,578.00	0.00	0.00	24,578.00	100.00 %
100-3250-6023-0000	DISABILITY	3,682.00	3,682.00	0.00	0.00	3,682.00	100.00 %
100-3250-6024-0000	P.E.R.S./P.E.P.R.A.	78,306.00	78,306.00	0.00	0.00	78,306.00	100.00 %
100-3250-6028-0000	LIFE INSURANCE	588.00	588.00	0.00	0.00	588.00	100.00 %
100-3250-6034-0000	MEDICARE	7,794.00	7,794.00	0.00	0.00	7,794.00	100.00 %
100-3250-7010-0000	UTILITIES	642,000.00	642,000.00	0.00	0.00	642,000.00	100.00 %
100-3250-7012-0000	STREET LIGHT MAINTENACE - 4 SEAS...	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-3250-7013-0000	STREET LIGHT MAINTENANCE - SOLE...	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-3250-7025-0000	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	300.00	100.00 %
100-3250-7027-0000	HEALTH/FITNESS	6,300.00	6,300.00	0.00	0.00	6,300.00	100.00 %
100-3250-7030-0000	DUES & SUBSCRIPTIONS	150.00	150.00	0.00	0.00	150.00	100.00 %
100-3250-7037-0000	VEHICLE MAINTENANCE	10,900.00	10,900.00	0.00	0.00	10,900.00	100.00 %
100-3250-7050-0000	FUEL	17,400.00	17,400.00	0.00	0.00	17,400.00	100.00 %
100-3250-7053-0000	PERMITS, FEES AND LICENSES	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-3250-7065-0000	UNIFORMS	6,228.00	6,228.00	0.00	0.00	6,228.00	100.00 %
100-3250-7066-0000	TRAVEL, EDUCATION, TRAINING	480.00	480.00	0.00	0.00	480.00	100.00 %
100-3250-7068-0000	CONTRACTUAL SERVICES	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-3250-7070-0000	SPECIAL DEPT SUPPLIES	60,025.00	60,025.00	0.00	0.00	60,025.00	100.00 %
100-3250-7075-0000	EQUIPMENT LEASING/RENTAL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-3250-7090-0000	EQUIPMENT SUPPLIES/MAINT	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
100-3250-8060-0000	VEHICLES	128,332.00	128,332.00	0.00	0.00	128,332.00	100.00 %
100-3250-8070-0000	Vehicle ISF	29,808.00	29,808.00	0.00	0.00	29,808.00	100.00 %
	Expense Total:	**2,037,027.00**	**2,037,027.00**	**0.00**	**0.00**	**2,037,027.00**	**100.00 %**
	Department: 3250 - STREET MAINTENANCE Total:	**2,037,027.00**	**2,037,027.00**	**0.00**	**0.00**	**2,037,027.00**	**100.00 %**

Budget Report **For Fiscal: 2021-2022 Period Endin 12**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 6000 - BUILDING MAINTENANCE							
Expense							
100-6000-7010-0000	UTILITIES	179,000.00	179,000.00	0.00	0.00	179,000.00	100.00 %
100-6000-7022-6025	LICENSE, PERMITS, FEES - CITY HALL	1,363.00	1,363.00	0.00	0.00	1,363.00	100.00 %
100-6000-7022-6040	LICENSE, PERMITS, FEES - PD BLDG	560.00	560.00	0.00	0.00	560.00	100.00 %
100-6000-7022-6045	LICENSE, PERMITS, FEES - CRC	2,269.00	2,269.00	0.00	0.00	2,269.00	100.00 %
100-6000-7022-6050	LICENSE, PERMTIS, FEES - VFW BLDG	290.00	290.00	0.00	0.00	290.00	100.00 %
100-6000-7068-0000	CONTRACTUAL SERVICES	189,000.00	189,000.00	0.00	0.00	189,000.00	100.00 %
100-6000-7070-0000	SPECIAL DEPT SUPPLIES	5,315.00	5,315.00	0.00	0.00	5,315.00	100.00 %
100-6000-7085-0000	BUILDING SUPPLIES/MAINT	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-6000-7087-0000	SECURITY SERVICES	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
100-6000-7090-0000	EQUIPMENT SUPPLIES/MAINT	1,129.00	1,129.00	0.00	0.00	1,129.00	100.00 %
	Expense Total:	**487,926.00**	**487,926.00**	**0.00**	**0.00**	**487,926.00**	**100.00 %**
	Department: 6000 - BUILDING MAINTENANCE Total:	**487,926.00**	**487,926.00**	**0.00**	**0.00**	**487,926.00**	**100.00 %**
Department: 6050 - PARKS AND GROUNDS MAINT							
Expense							
100-6050-6010-0000	SALARIES	1,295,495.00	1,295,495.00	0.00	0.00	1,295,495.00	100.00 %
100-6050-6012-0000	OVERTIME	80,108.00	80,108.00	0.00	0.00	80,108.00	100.00 %
100-6050-6016-0000	ACCRUED TIME CASH OUT	80,562.00	80,562.00	0.00	0.00	80,562.00	100.00 %
100-6050-6018-0000	OTHER COMPENSATION	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-6050-6020-0000	HEALTH INSURANCE	311,145.00	311,145.00	0.00	0.00	311,145.00	100.00 %
100-6050-6022-0000	WORKERS COMP	66,550.00	66,550.00	0.00	0.00	66,550.00	100.00 %
100-6050-6023-0000	DISABILITY	10,520.00	10,520.00	0.00	0.00	10,520.00	100.00 %
100-6050-6024-0000	P.E.R.S./P.E.P.R.A.	226,272.00	226,272.00	0.00	0.00	226,272.00	100.00 %
100-6050-6028-0000	LIFE INSURANCE	1,680.00	1,680.00	0.00	0.00	1,680.00	100.00 %
100-6050-6034-0000	MEDICARE	21,193.00	21,193.00	0.00	0.00	21,193.00	100.00 %
100-6050-7010-0000	UTILITIES	510,000.00	510,000.00	0.00	0.00	510,000.00	100.00 %
100-6050-7010-5250	UTILITIES, PARK (RANGEL)	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-6050-7010-5800	UTILITIES (MICKELSON)	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-6050-7022-5400	LICENSE, PERMITS, FEES - SPORTS PA...	250.00	250.00	0.00	0.00	250.00	100.00 %
100-6050-7022-5450	LICENSE, PERMITS, FEES - RANGEL PA...	250.00	250.00	0.00	0.00	250.00	100.00 %
100-6050-7027-0000	HEALTH/FITNESS	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
100-6050-7030-0000	DUES & SUBSCRIPTIONS	206.00	206.00	0.00	0.00	206.00	100.00 %
100-6050-7037-0000	VEHICLE MAINTENANCE	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-6050-7050-0000	FUEL	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-6050-7065-0000	UNIFORMS	7,100.00	7,100.00	0.00	0.00	7,100.00	100.00 %
100-6050-7066-0000	TRAVEL, EDUCATION, TRAINING	6,059.00	6,059.00	0.00	0.00	6,059.00	100.00 %
100-6050-7068-0000	CONTRACTUAL SERVICES	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00 %
100-6050-7070-0000	SPECIAL DEPT SUPPLIES	577,652.00	577,652.00	0.00	0.00	577,652.00	100.00 %
100-6050-7070-5000	SPEC DEPT EXP - THREE RINGS RANCH	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
100-6050-7070-5250	SPEC DEPT EXP - RANGAL PARK	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-6050-7070-5500	SPEC DEPT EXP - STEWART PARK	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-6050-7071-0000	SOFTWARE	2,040.00	2,040.00	0.00	0.00	2,040.00	100.00 %
100-6050-7075-0000	EQUIPMENT LEASING/RENTAL	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-6050-7090-0000	EQUIPMENT SUPPLIES/MAINT	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-6050-7156-0000	WEED ABATEMENT	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-6050-7157-0000	TREE TRIMMING	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
100-6050-8040-0000	EQUIPMENT	44,723.00	44,723.00	0.00	0.00	44,723.00	100.00 %
100-6050-8070-0000	Vehicle ISF	68,211.00	68,211.00	0.00	0.00	68,211.00	100.00 %
	Expense Total:	**3,902,616.00**	**3,902,616.00**	**0.00**	**0.00**	**3,902,616.00**	**100.00 %**
	Department: 6050 - PARKS AND GROUNDS MAINT Total:	**3,902,616.00**	**3,902,616.00**	**0.00**	**0.00**	**3,902,616.00**	**100.00 %**
	Report Total:	**38,678,061.00**	**38,678,061.00**	**0.00**	**0.00**	**38,678,061.00**	**100.00 %**

Group Summary

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 0000 - NON-DEPARTMENTAL						
Expense	445,271.00	445,271.00	0.00	0.00	445,271.00	100.00 %
Department: 0000 - NON-DEPARTMENTAL Total:	**445,271.00**	**445,271.00**	**0.00**	**0.00**	**445,271.00**	**100.00 %**
Department: 1050 - CITY COUNCIL						
Expense	43,053.00	43,053.00	0.00	0.00	43,053.00	100.00 %
Department: 1050 - CITY COUNCIL Total:	**43,053.00**	**43,053.00**	**0.00**	**0.00**	**43,053.00**	**100.00 %**
Department: 1150 - CITY CLERK						
Expense	215,199.00	215,199.00	0.00	0.00	215,199.00	100.00 %
Department: 1150 - CITY CLERK Total:	**215,199.00**	**215,199.00**	**0.00**	**0.00**	**215,199.00**	**100.00 %**
Department: 1200 - ADMINISTRATION						
Expense	2,140,716.00	2,140,716.00	0.00	0.00	2,140,716.00	100.00 %
Department: 1200 - ADMINISTRATION Total:	**2,140,716.00**	**2,140,716.00**	**0.00**	**0.00**	**2,140,716.00**	**100.00 %**
Department: 1225 - FINANCE AND BUDGETING						
Expense	1,260,741.00	1,260,741.00	0.00	0.00	1,260,741.00	100.00 %
Department: 1225 - FINANCE AND BUDGETING Total:	**1,260,741.00**	**1,260,741.00**	**0.00**	**0.00**	**1,260,741.00**	**100.00 %**
Department: 1230 - I.T.						
Expense	1,576,101.00	1,576,101.00	0.00	0.00	1,576,101.00	100.00 %
Department: 1230 - I.T. Total:	**1,576,101.00**	**1,576,101.00**	**0.00**	**0.00**	**1,576,101.00**	**100.00 %**
Department: 1240 - RISK AND HUMAN RESOURCES						
Expense	2,434,498.00	2,434,498.00	0.00	0.00	2,434,498.00	100.00 %
Department: 1240 - RISK AND HUMAN RESOURCES Total:	**2,434,498.00**	**2,434,498.00**	**0.00**	**0.00**	**2,434,498.00**	**100.00 %**
Department: 1300 - LEGAL						
Expense	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	100.00 %
Department: 1300 - LEGAL Total:	**1,500,000.00**	**1,500,000.00**	**0.00**	**0.00**	**1,500,000.00**	**100.00 %**
Department: 1350 - COMMUNITY DEVELOPMENT						
Expense	526,128.00	526,128.00	0.00	0.00	526,128.00	100.00 %
Department: 1350 - COMMUNITY DEVELOPMENT Total:	**526,128.00**	**526,128.00**	**0.00**	**0.00**	**526,128.00**	**100.00 %**
Department: 1550 - COMMUNITY SERVICES						
Expense	704,718.00	704,718.00	0.00	0.00	704,718.00	100.00 %
Department: 1550 - COMMUNITY SERVICES Total:	**704,718.00**	**704,718.00**	**0.00**	**0.00**	**704,718.00**	**100.00 %**
Department: 2000 - ANIMAL CONTROL						
Expense	344,182.00	344,182.00	0.00	0.00	344,182.00	100.00 %
Department: 2000 - ANIMAL CONTROL Total:	**344,182.00**	**344,182.00**	**0.00**	**0.00**	**344,182.00**	**100.00 %**
Department: 2030 - COMMUNITY ENHANCEMENT						
Expense	321,521.00	321,521.00	0.00	0.00	321,521.00	100.00 %
Department: 2030 - COMMUNITY ENHANCEMENT Total:	**321,521.00**	**321,521.00**	**0.00**	**0.00**	**321,521.00**	**100.00 %**
Department: 2040 - PUBLIC SAFETY - OES						
Expense	171,900.00	171,900.00	0.00	0.00	171,900.00	100.00 %
Department: 2040 - PUBLIC SAFETY - OES Total:	**171,900.00**	**171,900.00**	**0.00**	**0.00**	**171,900.00**	**100.00 %**
Department: 2050 - POLICE						
Expense	11,574,834.00	11,574,834.00	0.00	0.00	11,574,834.00	100.00 %
Department: 2050 - POLICE Total:	**11,574,834.00**	**11,574,834.00**	**0.00**	**0.00**	**11,574,834.00**	**100.00 %**
Department: 2080 - K-9						
Expense	11,100.00	11,100.00	0.00	0.00	11,100.00	100.00 %
Department: 2080 - K-9 Total:	**11,100.00**	**11,100.00**	**0.00**	**0.00**	**11,100.00**	**100.00 %**
Department: 2090 - POLICE SUPPORT						
Expense	1,855,865.00	1,855,865.00	0.00	0.00	1,855,865.00	100.00 %
Department: 2090 - POLICE SUPPORT Total:	**1,855,865.00**	**1,855,865.00**	**0.00**	**0.00**	**1,855,865.00**	**100.00 %**
Department: 2100 - FIRE						
Expense	4,070,579.00	4,070,579.00	0.00	0.00	4,070,579.00	100.00 %
Department: 2100 - FIRE Total:	**4,070,579.00**	**4,070,579.00**	**0.00**	**0.00**	**4,070,579.00**	**100.00 %**

Budget Report **For Fiscal: 2021-2022 Period Endin :22**

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 2150 - BUILDING AND SAFETY						
Expense	1,470,207.00	1,470,207.00	0.00	0.00	1,470,207.00	100.00 %
Department: 2150 - BUILDING AND SAFETY Total:	**1,470,207.00**	**1,470,207.00**	**0.00**	**0.00**	**1,470,207.00**	**100.00 %**
Department: 3100 - ENGINEERING AND PUBLIC WORKS						
Expense	1,583,879.00	1,583,879.00	0.00	0.00	1,583,879.00	100.00 %
Department: 3100 - ENGINEERING AND PUBLIC WORKS Total:	**1,583,879.00**	**1,583,879.00**	**0.00**	**0.00**	**1,583,879.00**	**100.00 %**
Department: 3250 - STREET MAINTENANCE						
Expense	2,037,027.00	2,037,027.00	0.00	0.00	2,037,027.00	100.00 %
Department: 3250 - STREET MAINTENANCE Total:	**2,037,027.00**	**2,037,027.00**	**0.00**	**0.00**	**2,037,027.00**	**100.00 %**
Department: 6000 - BUILDING MAINTENANCE						
Expense	487,926.00	487,926.00	0.00	0.00	487,926.00	100.00 %
Department: 6000 - BUILDING MAINTENANCE Total:	**487,926.00**	**487,926.00**	**0.00**	**0.00**	**487,926.00**	**100.00 %**
Department: 6050 - PARKS AND GROUNDS MAINT						
Expense	3,902,616.00	3,902,616.00	0.00	0.00	3,902,616.00	100.00 %
Department: 6050 - PARKS AND GROUNDS MAINT Total:	**3,902,616.00**	**3,902,616.00**	**0.00**	**0.00**	**3,902,616.00**	**100.00 %**
Report Total:	**38,678,061.00**	**38,678,061.00**	**0.00**	**0.00**	**38,678,061.00**	**100.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100 - GENERAL FUND	38,678,061.00	38,678,061.00	0.00	0.00	38,678,061.00	100.00 %
Report Total:	**38,678,061.00**	**38,678,061.00**	**0.00**	**0.00**	**38,678,061.00**	**100.00 %**

City of Beaumont, CA

Budget Report
Account Summary
For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 700 - WASTEWATER FUND							
Revenue							
700-0000-4503-0000	ADMIN FEE - AR BILLING	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
700-0000-4641-0000	GENERAL FINES	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
700-0000-4650-0000	INTEREST	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
700-0000-4685-0001	COST RECOVERY	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
700-0000-4750-0000	SEWER SERVICE FEES	11,609,500.00	11,609,500.00	0.00	0.00	-11,609,500.00	100.00 %
700-0000-4752-0000	SEWER PERMITS/APPL.FEES	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
	Revenue Total:	**11,781,500.00**	**11,781,500.00**	**0.00**	**0.00**	**-11,781,500.00**	**100.00 %**
Expense							
700-0000-9960-0000	TRANSFERS OUT	4,972,405.00	4,972,405.00	0.00	0.00	4,972,405.00	100.00 %
700-0000-9961-0000	TRANSFER OUT - OVERHEAD	650,000.00	650,000.00	0.00	0.00	650,000.00	100.00 %
700-4050-6010-0000	SALARIES	1,367,338.00	1,367,338.00	0.00	0.00	1,367,338.00	100.00 %
700-4050-6012-0000	OVERTIME	141,907.00	141,907.00	0.00	0.00	141,907.00	100.00 %
700-4050-6016-0000	ACCRUED TIME CASH OUT	42,254.00	42,254.00	0.00	0.00	42,254.00	100.00 %
700-4050-6018-0000	OTHER COMPENSATION	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00 %
700-4050-6020-0000	HEALTH INSURANCE	208,815.00	208,815.00	0.00	0.00	208,815.00	100.00 %
700-4050-6022-0000	WORKERS COMP	65,272.00	65,272.00	0.00	0.00	65,272.00	100.00 %
700-4050-6023-0000	DISABILITY	7,364.00	7,364.00	0.00	0.00	7,364.00	100.00 %
700-4050-6024-0000	P.E.R.S./P.E.P.R.A.	293,712.00	293,712.00	0.00	0.00	293,712.00	100.00 %
700-4050-6028-0000	LIFE INSURANCE	1,176.00	1,176.00	0.00	0.00	1,176.00	100.00 %
700-4050-6030-0000	CAR ALLOWANCE	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00 %
700-4050-6034-0000	MEDICARE	20,669.00	20,669.00	0.00	0.00	20,669.00	100.00 %
700-4050-6036-0000	UNIFORMS	743.00	743.00	0.00	0.00	743.00	100.00 %
700-4050-7010-0000	UTILITIES	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
700-4050-7010-019C	UTILTIIES (IA 19C)	228.00	228.00	0.00	0.00	228.00	100.00 %
700-4050-7015-0000	TELEPHONE	17,568.00	17,568.00	0.00	0.00	17,568.00	100.00 %
700-4050-7020-0000	ADVERTISING	500.00	500.00	0.00	0.00	500.00	100.00 %
700-4050-7022-0000	LICENSE, PERMITS, FEES	111,592.00	111,592.00	0.00	0.00	111,592.00	100.00 %
700-4050-7022-002X	LICENSE, PERMITS, FEES	1,422.00	1,422.00	0.00	0.00	1,422.00	100.00 %
700-4050-7022-003X	LICENSE, PERMITS, FEES	2,558.00	2,558.00	0.00	0.00	2,558.00	100.00 %
700-4050-7022-005X	LICENSE, PERMITS, FEES - IA 5	1,660.00	1,660.00	0.00	0.00	1,660.00	100.00 %
700-4050-7022-007A	LICENSE, PERMITS, FEES	1,693.00	1,693.00	0.00	0.00	1,693.00	100.00 %
700-4050-7022-019C	LICENSE, PERMITS, FEES	3,136.00	3,136.00	0.00	0.00	3,136.00	100.00 %
700-4050-7022-06A1	LICENSE, PERMITS, FEES	1,730.00	1,730.00	0.00	0.00	1,730.00	100.00 %
700-4050-7025-0000	OFFICE SUPPLIES	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
700-4050-7027-0000	HEALTH/FITNESS	12,300.00	12,300.00	0.00	0.00	12,300.00	100.00 %
700-4050-7030-0000	DUES & SUBSCRIPTIONS	20,383.00	20,383.00	0.00	0.00	20,383.00	100.00 %
700-4050-7037-0000	VEHICLE MAINTENANCE	8,900.00	8,900.00	0.00	0.00	8,900.00	100.00 %
700-4050-7050-0000	FUEL	25,920.00	25,920.00	0.00	0.00	25,920.00	100.00 %
700-4050-7065-0000	UNIFORMS	7,560.00	7,560.00	0.00	0.00	7,560.00	100.00 %
700-4050-7066-0000	TRAVEL, EDUCATION, TRAINING	20,750.00	20,750.00	0.00	0.00	20,750.00	100.00 %
700-4050-7068-0000	CONTRACTUAL SERVICES	1,188,816.00	1,188,816.00	0.00	0.00	1,188,816.00	100.00 %
700-4050-7070-0000	SPECIAL DEPT SUPPLIES	552,200.00	552,200.00	0.00	0.00	552,200.00	100.00 %
700-4050-7071-0000	SOFTWARE	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
700-4050-7072-0000	COMPUTER SUPPLIES/MAINT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
700-4050-7075-0000	EQUIPMENT LEASING/RENTAL	119,050.00	119,050.00	0.00	0.00	119,050.00	100.00 %
700-4050-7085-0000	BUILDING SUPPLIES/MAINT	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00 %
700-4050-7087-0000	SECURITY SERVICES	8,718.00	8,718.00	0.00	0.00	8,718.00	100.00 %
700-4050-7087-005X	SECURITY SERVICES	3,618.00	3,618.00	0.00	0.00	3,618.00	100.00 %
700-4050-7087-007A	SECURITY SERVICES	2,155.00	2,155.00	0.00	0.00	2,155.00	100.00 %
700-4050-7089-0000	BRINE LINE MAINTENANCE	530,000.00	530,000.00	0.00	0.00	530,000.00	100.00 %

Budget Report **For Fiscal: 2021-2022 Period Endin 12**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
700-4050-7090-0000	EQUIPMENT SUPPLIES/MAINT	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
700-4050-7900-0000	CONTINGENCY	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
700-4050-8040-0000	EQUIPMENT	198,638.00	198,638.00	0.00	0.00	198,638.00	100.00 %
700-4050-8060-0000	VEHICLES	215,000.00	215,000.00	0.00	0.00	215,000.00	100.00 %
	Expense Total:	**11,781,500.00**	**11,781,500.00**	**0.00**	**0.00**	**11,781,500.00**	**100.00 %**
	Fund: 700 - WASTEWATER FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
	Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Group Summary

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 700 - WASTEWATER FUND						
Revenue	11,781,500.00	11,781,500.00	0.00	0.00	-11,781,500.00	100.00 %
Expense	11,781,500.00	11,781,500.00	0.00	0.00	11,781,500.00	100.00 %
Fund: 700 - WASTEWATER FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
700 - WASTEWATER FUND	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

City of Beaumont, CA

Budget Report
Account Summary
For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL FUND							
Revenue							
100-0000-4005-0000	SECURED PROPERTY TAX	5,483,351.00	5,483,351.00	0.00	0.00	-5,483,351.00	100.00 %
100-0000-4008-0000	UNSECURED PROPERTY TAXES	277,822.00	277,822.00	0.00	0.00	-277,822.00	100.00 %
100-0000-4010-0000	PROPERTY TRANSFER TAX	380,333.00	380,333.00	0.00	0.00	-380,333.00	100.00 %
100-0000-4015-0000	STREET LIGHT ASSESSMENT (PROP 13)	652,904.00	652,904.00	0.00	0.00	-652,904.00	100.00 %
100-0000-4050-0000	SALES & USE TAXES	6,741,000.00	6,741,000.00	0.00	0.00	-6,741,000.00	100.00 %
100-0000-4055-0000	1/2% SALES TAX-PBLC SFTY	185,638.00	185,638.00	0.00	0.00	-185,638.00	100.00 %
100-0000-4060-0000	MOTOR VEH IN-LIEU TAXES	6,010,000.00	6,010,000.00	0.00	0.00	-6,010,000.00	100.00 %
100-0000-4065-0000	VEH.LICENSE COLLECTION	43,000.00	43,000.00	0.00	0.00	-43,000.00	100.00 %
100-0000-4075-0000	UTILITY USERS TAX	2,125,541.00	2,125,541.00	0.00	0.00	-2,125,541.00	100.00 %
100-0000-4080-0000	FRANCHISE FEES - EDISON	332,462.00	332,462.00	0.00	0.00	-332,462.00	100.00 %
100-0000-4082-0000	FRANCHISE FEES - CABLE	363,103.00	363,103.00	0.00	0.00	-363,103.00	100.00 %
100-0000-4085-0000	FRANCHISE FEES - VERIZON/FRONTIER	193,363.00	193,363.00	0.00	0.00	-193,363.00	100.00 %
100-0000-4087-0000	FRANCHISE FEES- GAS COMPANY	122,546.00	122,546.00	0.00	0.00	-122,546.00	100.00 %
100-0000-4088-0000	FRANCHISE FEE -WASTE MANAGEME...	2,100,000.00	2,100,000.00	0.00	0.00	-2,100,000.00	100.00 %
100-0000-4090-0000	TRANSIENT OCCUPANCY TAX	284,332.00	284,332.00	0.00	0.00	-284,332.00	100.00 %
100-0000-4200-0000	BUSINESS LICENSES	405,000.00	405,000.00	0.00	0.00	-405,000.00	100.00 %
100-0000-4210-2000	ANIMAL LICENSE - BEAUMONT	53,802.00	53,802.00	0.00	0.00	-53,802.00	100.00 %
100-0000-4210-2150	ANIMAL LICENSE - CALIMESA	7,658.00	7,658.00	0.00	0.00	-7,658.00	100.00 %
100-0000-4211-2000	ANIMAL LICENSE - LATE FEE BEAUM...	2,007.00	2,007.00	0.00	0.00	-2,007.00	100.00 %
100-0000-4211-2150	ANIMAL LICENSE - LATE FEE CALIMESA	603.00	603.00	0.00	0.00	-603.00	100.00 %
100-0000-4212-2000	ANIMAL LICENSE - REPLACEMENT BE...	1,341.00	1,341.00	0.00	0.00	-1,341.00	100.00 %
100-0000-4212-2150	ANIMAL LICENSE - REPLACEMENT CAL...	259.00	259.00	0.00	0.00	-259.00	100.00 %
100-0000-4310-0000	BUILDING PERMITS AND INSPECTIONS	2,192,250.00	2,192,250.00	0.00	0.00	-2,192,250.00	100.00 %
100-0000-4315-0000	YARD SALE	4,664.00	4,664.00	0.00	0.00	-4,664.00	100.00 %
100-0000-4318-0000	TRANSPORTATION PERMITS	6,135.00	6,135.00	0.00	0.00	-6,135.00	100.00 %
100-0000-4320-0000	MISC PERMITS	17,200.00	17,200.00	0.00	0.00	-17,200.00	100.00 %
100-0000-4330-0000	BUILDING PLAN CHECK	665,000.00	665,000.00	0.00	0.00	-665,000.00	100.00 %
100-0000-4505-2000	ANIMAL CARE - MICRO CHIP	48.00	48.00	0.00	0.00	-48.00	100.00 %
100-0000-4507-2000	ANIMAL CARE - RETURN OF ANIMAL	3,061.00	3,061.00	0.00	0.00	-3,061.00	100.00 %
100-0000-4509-2000	ANIMAL CARE - RETURN IMPOUND F...	391.00	391.00	0.00	0.00	-391.00	100.00 %
100-0000-4513-2000	ANIMAL CARE - OWNER TURN IN	1,557.00	1,557.00	0.00	0.00	-1,557.00	100.00 %
100-0000-4513-2150	ANIMAL CARE - OWNER TURN IN	244.00	244.00	0.00	0.00	-244.00	100.00 %
100-0000-4515-2000	ANIMAL CARE - EUTHANASIA FEE	593.00	593.00	0.00	0.00	-593.00	100.00 %
100-0000-4522-2150	COST RECOVERY-ANIMAL CONTROL	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
100-0000-4525-0000	CODE ENFORCEMENT-WEED ABATE...	53,140.00	53,140.00	0.00	0.00	-53,140.00	100.00 %
100-0000-4526-0000	CODE ENFORCEMENT-OTHER	11,081.00	11,081.00	0.00	0.00	-11,081.00	100.00 %
100-0000-4527-0000	CODE ENFORCEMENT LIEN RECOVERY	3,178.00	3,178.00	0.00	0.00	-3,178.00	100.00 %
100-0000-4530-0000	LIVE SCAN-FINGERPRINTING	18,146.00	18,146.00	0.00	0.00	-18,146.00	100.00 %
100-0000-4535-0000	NOTARY FEES	550.00	550.00	0.00	0.00	-550.00	100.00 %
100-0000-4540-0000	PASSPORT FEES	33,000.00	33,000.00	0.00	0.00	-33,000.00	100.00 %
100-0000-4551-0000	RAILCAR FEES	3,456.00	3,456.00	0.00	0.00	-3,456.00	100.00 %
100-0000-4556-0000	PLANNING DEPARTMENT REVENUE	215,000.00	215,000.00	0.00	0.00	-215,000.00	100.00 %
100-0000-4562-0000	SPECIAL POLICE SERVICES	275,350.00	275,350.00	0.00	0.00	-275,350.00	100.00 %
100-0000-4565-0000	SCHOOL RESOURCE OFFICER PROGR...	157,000.00	157,000.00	0.00	0.00	-157,000.00	100.00 %
100-0000-4566-0000	PUBLIC WORKS-PERMITS	15,300.00	15,300.00	0.00	0.00	-15,300.00	100.00 %
100-0000-4567-0000	PUBLIC WORKS-PLAN CHECK	404,300.00	404,300.00	0.00	0.00	-404,300.00	100.00 %
100-0000-4568-0000	PUBLIC WORKS-INSPECTION	331,200.00	331,200.00	0.00	0.00	-331,200.00	100.00 %
100-0000-4569-0000	PUBLIC WORKS-ENGINEERING	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
100-0000-4570-0000	COMMUNITY PROGRAMS	1,750.00	1,750.00	0.00	0.00	-1,750.00	100.00 %
100-0000-4572-0000	FIRE DEPT FEES	86,655.00	86,655.00	0.00	0.00	-86,655.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-0000-4578-0000	BOND ACCEPTANCE	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
100-0000-4579-0000	BOND REDUCTION/EXONERATION	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
100-0000-4590-0000	BUILDING RENTAL	128,520.00	128,520.00	0.00	0.00	-128,520.00	100.00 %
100-0000-4591-0000	PARKS RENTAL	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
100-0000-4595-1550	COMMUNITY SERVICE STAFF TIME	17,000.00	17,000.00	0.00	0.00	-17,000.00	100.00 %
100-0000-4599-0000	SALE OF MISC COPIES	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
100-0000-4600-0000	RELEASE OF LIEN	16,000.00	16,000.00	0.00	0.00	-16,000.00	100.00 %
100-0000-4640-0000	ABANDONED VEHICLE PROGRAM	6,739.00	6,739.00	0.00	0.00	-6,739.00	100.00 %
100-0000-4641-0000	GENERAL FINES	52,195.00	52,195.00	0.00	0.00	-52,195.00	100.00 %
100-0000-4643-0000	PARKING FINE REVENUE	14,003.00	14,003.00	0.00	0.00	-14,003.00	100.00 %
100-0000-4647-0000	CA VEHICLE CODE FINES	55,866.00	55,866.00	0.00	0.00	-55,866.00	100.00 %
100-0000-4650-0000	INTEREST	275,000.00	275,000.00	0.00	0.00	-275,000.00	100.00 %
100-0000-4685-0000	COST RECOVERY	205,000.00	205,000.00	0.00	0.00	-205,000.00	100.00 %
100-0000-4685-0001	COST RECOVERY - SOLID WASTE SUP…	127,500.00	127,500.00	0.00	0.00	-127,500.00	100.00 %
100-0000-4689-0000	COST RECOVERY-POST	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
100-0000-4693-0000	INSURANCE RECOVERY	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
100-0000-4820-0000	ADMINISTRATIVE FEES	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
100-0000-4821-0000	ADMINISTRATIVE FEES - PLANNING	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
100-0000-4822-0000	ADMINISTRATIVE FEES - PUBLIC WOR…	157,000.00	157,000.00	0.00	0.00	-157,000.00	100.00 %
100-0000-4825-0000	MISCELLANEOUS REVENUE	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
100-0000-9950-0000	TRANSFERS IN	7,151,175.00	7,151,175.00	0.00	0.00	-7,151,175.00	100.00 %
100-0000-9951-0000	TRANSFER IN - OVERHEAD	650,000.00	650,000.00	0.00	0.00	-650,000.00	100.00 %
	Revenue Total:	**39,452,812.00**	**39,452,812.00**	**0.00**	**0.00**	**-39,452,812.00**	**100.00 %**
Expense							
100-0000-9960-0000	TRANSFERS OUT	445,271.00	445,271.00	0.00	0.00	445,271.00	100.00 %
100-1050-6010-0000	SALARIES	25,200.00	25,200.00	0.00	0.00	25,200.00	100.00 %
100-1050-6022-0000	WORKERS COMP	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
100-1050-6034-0000	MEDICARE	365.00	365.00	0.00	0.00	365.00	100.00 %
100-1050-6035-0000	FICA/PARS	328.00	328.00	0.00	0.00	328.00	100.00 %
100-1050-7025-0000	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00	100.00 %
100-1050-7035-0000	LOCAL MEETINGS	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1050-7065-0000	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1050-7066-0000	TRAVEL, EDUCATION, TRAINING	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00 %
100-1050-7070-0000	SPECIAL DEPT SUPPLIES	200.00	200.00	0.00	0.00	200.00	100.00 %
100-1150-6010-0000	SALARIES	114,627.00	114,627.00	0.00	0.00	114,627.00	100.00 %
100-1150-6016-0000	ACCRUED TIME CASH OUT	8,435.00	8,435.00	0.00	0.00	8,435.00	100.00 %
100-1150-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1150-6020-0000	HEALTH INSURANCE	9,070.00	9,070.00	0.00	0.00	9,070.00	100.00 %
100-1150-6022-0000	WORKERS COMP	5,821.00	5,821.00	0.00	0.00	5,821.00	100.00 %
100-1150-6023-0000	DISABILITY	526.00	526.00	0.00	0.00	526.00	100.00 %
100-1150-6024-0000	P.E.R.S./P.E.P.R.A.	29,126.00	29,126.00	0.00	0.00	29,126.00	100.00 %
100-1150-6028-0000	LIFE INSURANCE	84.00	84.00	0.00	0.00	84.00	100.00 %
100-1150-6034-0000	MEDICARE	1,811.00	1,811.00	0.00	0.00	1,811.00	100.00 %
100-1150-6035-0000	FICA/PARS	22.00	22.00	0.00	0.00	22.00	100.00 %
100-1150-7020-0000	ADVERTISING	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
100-1150-7025-0000	OFFICE SUPPLIES	1,435.00	1,435.00	0.00	0.00	1,435.00	100.00 %
100-1150-7027-0000	HEALTH/FITNESS	600.00	600.00	0.00	0.00	600.00	100.00 %
100-1150-7030-0000	DUES & SUBSCRIPTIONS	760.00	760.00	0.00	0.00	760.00	100.00 %
100-1150-7066-0000	TRAVEL, EDUCATION, TRAINING	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
100-1150-7068-0000	CONTRACTUAL SERVICES	12,195.00	12,195.00	0.00	0.00	12,195.00	100.00 %
100-1150-8072-0000	IT - ISF	21,127.00	21,127.00	0.00	0.00	21,127.00	100.00 %
100-1200-6010-0000	SALARIES	976,235.00	976,235.00	0.00	0.00	976,235.00	100.00 %
100-1200-6012-0000	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-1200-6016-0000	ACCRUED TIME CASH OUT	58,763.00	58,763.00	0.00	0.00	58,763.00	100.00 %
100-1200-6018-0000	OTHER COMPENSATION	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
100-1200-6020-0000	HEALTH INSURANCE	122,726.00	122,726.00	0.00	0.00	122,726.00	100.00 %
100-1200-6022-0000	WORKERS COMP	51,023.00	51,023.00	0.00	0.00	51,023.00	100.00 %
100-1200-6023-0000	DISABILITY	4,208.00	4,208.00	0.00	0.00	4,208.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1200-6024-0000	P.E.R.S./P.E.P.R.A.	144,972.00	144,972.00	0.00	0.00	144,972.00	100.00 %
100-1200-6026-0000	DEFERRED COMP	23,220.00	23,220.00	0.00	0.00	23,220.00	100.00 %
100-1200-6028-0000	LIFE INSURANCE	672.00	672.00	0.00	0.00	672.00	100.00 %
100-1200-6030-0000	CAR ALLOWANCE	12,600.00	12,600.00	0.00	0.00	12,600.00	100.00 %
100-1200-6034-0000	MEDICARE	15,678.00	15,678.00	0.00	0.00	15,678.00	100.00 %
100-1200-7020-0000	ADVERTISING	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
100-1200-7025-0000	OFFICE SUPPLIES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-1200-7027-0000	HEALTH/FITNESS	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00 %
100-1200-7030-0000	DUES & SUBSCRIPTIONS	40,662.00	40,662.00	0.00	0.00	40,662.00	100.00 %
100-1200-7035-0000	LOCAL MEETINGS	5,052.00	5,052.00	0.00	0.00	5,052.00	100.00 %
100-1200-7041-0000	EVENTS	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
100-1200-7065-0000	UNIFORMS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1200-7066-0000	TRAVEL, EDUCATION, TRAINING	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00 %
100-1200-7068-0000	CONTRACTUAL SERVICES	407,044.00	407,044.00	0.00	0.00	407,044.00	100.00 %
100-1200-7070-0000	SPECIAL DEPT SUPPLIES	15,200.00	15,200.00	0.00	0.00	15,200.00	100.00 %
100-1200-7900-0000	CONTINGENCY	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-1200-8072-0000	IT -ISF	13,581.00	13,581.00	0.00	0.00	13,581.00	100.00 %
100-1225-6010-0000	SALARIES	697,040.00	697,040.00	0.00	0.00	697,040.00	100.00 %
100-1225-6012-0000	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-1225-6016-0000	ACCRUED TIME CASH OUT	29,279.00	29,279.00	0.00	0.00	29,279.00	100.00 %
100-1225-6018-0000	OTHER COMPENSATION	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-1225-6020-0000	HEALTH INSURANCE	78,549.00	78,549.00	0.00	0.00	78,549.00	100.00 %
100-1225-6022-0000	WORKERS COMP	35,257.00	35,257.00	0.00	0.00	35,257.00	100.00 %
100-1225-6023-0000	DISABILITY	3,156.00	3,156.00	0.00	0.00	3,156.00	100.00 %
100-1225-6024-0000	P.E.R.S./P.E.P.R.A.	68,566.00	68,566.00	0.00	0.00	68,566.00	100.00 %
100-1225-6028-0000	LIFE INSURANCE	504.00	504.00	0.00	0.00	504.00	100.00 %
100-1225-6030-0000	CAR ALLOWANCE	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
100-1225-6034-0000	MEDICARE	10,664.00	10,664.00	0.00	0.00	10,664.00	100.00 %
100-1225-6035-0000	FICA/PARS	22.00	22.00	0.00	0.00	22.00	100.00 %
100-1225-7025-0000	OFFICE SUPPLIES	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00 %
100-1225-7027-0000	HEALTH/FITNESS	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
100-1225-7030-0000	DUES & SUBSCRIPTIONS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1225-7051-0000	BANKING FEES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1225-7052-0000	CREDIT CARD FEES	161,000.00	161,000.00	0.00	0.00	161,000.00	100.00 %
100-1225-7065-0000	UNIFORMS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1225-7066-0000	TRAVEL, EDUCATION, TRAINING	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-1225-7068-0000	CONTRACTUAL SERVICES	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
100-1225-7070-0000	SPECIAL DEPT SUPPLIES	250.00	250.00	0.00	0.00	250.00	100.00 %
100-1225-7071-0000	SOFTWARE	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
100-1225-7090-0000	EQUIPMENT SUPPLIES/MAINT	200.00	200.00	0.00	0.00	200.00	100.00 %
100-1225-8072-0000	Information Technology - ISF	9,054.00	9,054.00	0.00	0.00	9,054.00	100.00 %
100-1230-6010-0000	SALARIES	361,525.00	361,525.00	0.00	0.00	361,525.00	100.00 %
100-1230-6012-0000	OVERTIME	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
100-1230-6016-0000	ACCRUED TIME CASH OUT	11,853.00	11,853.00	0.00	0.00	11,853.00	100.00 %
100-1230-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1230-6020-0000	HEALTH INSURANCE	67,382.00	67,382.00	0.00	0.00	67,382.00	100.00 %
100-1230-6022-0000	WORKERS COMP	18,466.00	18,466.00	0.00	0.00	18,466.00	100.00 %
100-1230-6023-0000	DISABILITY	2,104.00	2,104.00	0.00	0.00	2,104.00	100.00 %
100-1230-6024-0000	P.E.R.S./P.E.P.R.A.	55,400.00	55,400.00	0.00	0.00	55,400.00	100.00 %
100-1230-6028-0000	LIFE INSURANCE	336.00	336.00	0.00	0.00	336.00	100.00 %
100-1230-6030-0000	CAR ALLOWANCE	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1230-6034-0000	MEDICARE	5,636.00	5,636.00	0.00	0.00	5,636.00	100.00 %
100-1230-7015-0000	TELEPHONE	89,330.00	89,330.00	0.00	0.00	89,330.00	100.00 %
100-1230-7015-5400	TELEPHONE - SPORTS PARK	950.00	950.00	0.00	0.00	950.00	100.00 %
100-1230-7015-6025	TELEPHONE (CITY HALL)	32,400.00	32,400.00	0.00	0.00	32,400.00	100.00 %
100-1230-7015-6026	TELEPHONE (BLDG B)	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-1230-7015-6040	TELEPHONE (POLICE DPT)	88,100.00	88,100.00	0.00	0.00	88,100.00	100.00 %
100-1230-7015-6041	TELEPHONE (PD ANNEX)	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1230-7015-6045	TELEPHONE (COMM CTR)	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
100-1230-7015-6055	TELEPHONE (MAPLE AVE)	4,112.00	4,112.00	0.00	0.00	4,112.00	100.00 %
100-1230-7015-6060	TELEPHONE (4th ST YARD)	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-1230-7025-0000	OFFICE SUPPLIES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1230-7027-0000	HEALTH/FITNESS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-1230-7030-0000	DUES & SUBSCRIPTIONS	2,320.00	2,320.00	0.00	0.00	2,320.00	100.00 %
100-1230-7035-0000	LOCAL MEETINGS	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1230-7037-0000	VEHICLE MAINTENANCE	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1230-7050-0000	FUEL	360.00	360.00	0.00	0.00	360.00	100.00 %
100-1230-7065-0000	UNIFORMS	900.00	900.00	0.00	0.00	900.00	100.00 %
100-1230-7066-0000	TRAVEL, EDUCATION, TRAINING	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1230-7068-0000	CONTRACTUAL SERVICES	27,000.00	27,000.00	0.00	0.00	27,000.00	100.00 %
100-1230-7068-6025	CONTRACT SVC - CITY HALL	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-1230-7071-0000	SOFTWARE	402,522.00	402,522.00	0.00	0.00	402,522.00	100.00 %
100-1230-7071-6026	SOFTWARE (BLDG B)	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1230-7071-6040	SOFTWARE (POLICE DEPT)	189,015.00	189,015.00	0.00	0.00	189,015.00	100.00 %
100-1230-7071-6045	SOFTWARE (COMMUNITY CENTER)	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-1230-7072-0000	COMPUTER SUPPLIES/MAINT	27,700.00	27,700.00	0.00	0.00	27,700.00	100.00 %
100-1230-7072-6025	COMPUTER SUPPLIES/MAINT (CITY H...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-1230-7072-6026	COMPUTER SUPPLIES/MAINT (BLDG B)	13,054.00	13,054.00	0.00	0.00	13,054.00	100.00 %
100-1230-7072-6040	COMPUTER SUPPLIES/MAINT (P.D.)	24,500.00	24,500.00	0.00	0.00	24,500.00	100.00 %
100-1230-7075-0000	EQUIPMENT LEASING/RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-1230-7075-6025	EQUIPMENT LEASING/RENTAL (CITY ...	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-1230-7075-6026	EQUIPMENT LEASING/RENTAL (BLDG...	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
100-1230-7075-6040	EQUIPMENT LEASING/RENTAL (P.D.)	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-1230-7075-6041	EQUIPMENT LEASING/RENTAL (PD A...	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-1230-7075-6045	EQUIPMENT LEASING/RENTAL (COM...	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
100-1230-7090-0000	EQUIPMENT SUPPLIES/MAINT	14,600.00	14,600.00	0.00	0.00	14,600.00	100.00 %
100-1230-7090-6026	EQUIP SUPPLIES/MAINT (BLDG B)	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1230-8072-0000	Information Technology - ISF	6,036.00	6,036.00	0.00	0.00	6,036.00	100.00 %
100-1240-6010-0000	SALARIES	352,515.00	352,515.00	0.00	0.00	352,515.00	100.00 %
100-1240-6012-0000	OVERTIME	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-1240-6016-0000	ACCRUED TIME CASH OUT	29,428.00	29,428.00	0.00	0.00	29,428.00	100.00 %
100-1240-6018-0000	OTHER COMPENSATION	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-1240-6020-0000	HEALTH INSURANCE	37,451.00	37,451.00	0.00	0.00	37,451.00	100.00 %
100-1240-6022-0000	WORKERS COMP	18,046.00	18,046.00	0.00	0.00	18,046.00	100.00 %
100-1240-6023-0000	DISABILITY	1,578.00	1,578.00	0.00	0.00	1,578.00	100.00 %
100-1240-6024-0000	P.E.R.S./P.E.P.R.A.	81,568.00	81,568.00	0.00	0.00	81,568.00	100.00 %
100-1240-6028-0000	LIFE INSURANCE	252.00	252.00	0.00	0.00	252.00	100.00 %
100-1240-6030-0000	CAR ALLOWANCE	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1240-6034-0000	MEDICARE	5,674.00	5,674.00	0.00	0.00	5,674.00	100.00 %
100-1240-6050-0000	RECRUITMENT AND HIRING COSTS	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-1240-7025-0000	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	250.00	100.00 %
100-1240-7027-0000	HEALTH/FITNESS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1240-7030-0000	DUES & SUBSCRIPTIONS	570.00	570.00	0.00	0.00	570.00	100.00 %
100-1240-7035-0000	LOCAL MEETINGS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-1240-7066-0000	TRAVEL, EDUCATION, TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1240-7068-0000	CONTRACTUAL SERVICES	98,865.00	98,865.00	0.00	0.00	98,865.00	100.00 %
100-1240-7070-0000	SPECIAL DEPT SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1240-7080-0000	INSURANCE	1,747,374.00	1,747,374.00	0.00	0.00	1,747,374.00	100.00 %
100-1240-7081-0000	CLAIM COSTS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-1240-8072-0000	Information Technology - ISF	4,527.00	4,527.00	0.00	0.00	4,527.00	100.00 %
100-1300-7068-000B	CONTRACTUAL SERVICES - GENERAL ...	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-1300-7068-000G	CONTRACTUAL SERVICES - GENERAL	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
100-1300-7068-000S	CONTRACTUAL SERVIES - SPECIAL LIT...	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
100-1350-6010-0000	SALARIES	281,439.00	281,439.00	0.00	0.00	281,439.00	100.00 %
100-1350-6016-0000	ACCRUED TIME CASH OUT	12,939.00	12,939.00	0.00	0.00	12,939.00	100.00 %
100-1350-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-1350-6020-0000	HEALTH INSURANCE	37,750.00	37,750.00	0.00	0.00	37,750.00	100.00 %
100-1350-6022-0000	WORKERS COMP	14,552.00	14,552.00	0.00	0.00	14,552.00	100.00 %
100-1350-6023-0000	DISABILITY	1,052.00	1,052.00	0.00	0.00	1,052.00	100.00 %
100-1350-6024-0000	P.E.R.S./P.E.P.R.A.	43,951.00	43,951.00	0.00	0.00	43,951.00	100.00 %
100-1350-6028-0000	LIFE INSURANCE	168.00	168.00	0.00	0.00	168.00	100.00 %
100-1350-6030-0000	CAR ALLOWANCE	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1350-6034-0000	MEDICARE	4,408.00	4,408.00	0.00	0.00	4,408.00	100.00 %
100-1350-6035-0000	FICA/PARS	78.00	78.00	0.00	0.00	78.00	100.00 %
100-1350-7020-0000	ADVERTISING	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-1350-7025-0000	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	300.00	100.00 %
100-1350-7027-0000	HEALTH/FITNESS	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-1350-7030-0000	DUES & SUBSCRIPTIONS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-1350-7065-0000	UNIFORMS	600.00	600.00	0.00	0.00	600.00	100.00 %
100-1350-7066-0000	TRAVEL, EDUCATION, TRAINING	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
100-1350-7068-0000	CONTRACTUAL SERVICES	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-1350-7070-0000	SPECIAL DEPT SUPPLIES	300.00	300.00	0.00	0.00	300.00	100.00 %
100-1350-8072-0000	Information Technology - ISF	6,791.00	6,791.00	0.00	0.00	6,791.00	100.00 %
100-1550-6010-0000	SALARIES	355,060.00	355,060.00	0.00	0.00	355,060.00	100.00 %
100-1550-6012-0000	OVERTIME	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
100-1550-6016-0000	ACCRUED TIME CASH OUT	16,717.00	16,717.00	0.00	0.00	16,717.00	100.00 %
100-1550-6018-0000	OTHER COMPENSATION	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-1550-6020-0000	HEALTH INSURANCE	44,313.00	44,313.00	0.00	0.00	44,313.00	100.00 %
100-1550-6022-0000	WORKERS COMP	15,821.00	15,821.00	0.00	0.00	15,821.00	100.00 %
100-1550-6023-0000	DISABILITY	1,578.00	1,578.00	0.00	0.00	1,578.00	100.00 %
100-1550-6024-0000	P.E.R.S./P.E.P.R.A.	74,258.00	74,258.00	0.00	0.00	74,258.00	100.00 %
100-1550-6028-0000	LIFE INSURANCE	252.00	252.00	0.00	0.00	252.00	100.00 %
100-1550-6030-0000	CAR ALLOWANCE	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
100-1550-6034-0000	MEDICARE	4,819.00	4,819.00	0.00	0.00	4,819.00	100.00 %
100-1550-6035-0000	FICA/PARS	902.00	902.00	0.00	0.00	902.00	100.00 %
100-1550-7025-0000	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
100-1550-7027-0000	HEALTH/FITNESS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-1550-7030-0000	DUES & SUBSCRIPTIONS	1,605.00	1,605.00	0.00	0.00	1,605.00	100.00 %
100-1550-7040-0000	RECREATION PROGRAMS	162,580.00	162,580.00	0.00	0.00	162,580.00	100.00 %
100-1550-7065-0000	UNIFORMS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-1550-7068-0000	CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-1550-7071-0000	SOFTWARE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-1550-7085-0000	BUILDING SUPPLIES/MAINT	600.00	600.00	0.00	0.00	600.00	100.00 %
100-1550-8072-0000	Information Technology - ISF	10,563.00	10,563.00	0.00	0.00	10,563.00	100.00 %
100-2000-6010-0000	SALARIES	152,153.00	152,153.00	0.00	0.00	152,153.00	100.00 %
100-2000-6012-0000	OVERTIME	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-2000-6016-0000	ACCRUED TIME CASH OUT	11,363.00	11,363.00	0.00	0.00	11,363.00	100.00 %
100-2000-6020-0000	HEALTH INSURANCE	40,200.00	40,200.00	0.00	0.00	40,200.00	100.00 %
100-2000-6022-0000	WORKERS COMP	7,818.00	7,818.00	0.00	0.00	7,818.00	100.00 %
100-2000-6023-0000	DISABILITY	1,052.00	1,052.00	0.00	0.00	1,052.00	100.00 %
100-2000-6024-0000	P.E.R.S./P.E.P.R.A.	39,687.00	39,687.00	0.00	0.00	39,687.00	100.00 %
100-2000-6028-0000	LIFE INSURANCE	168.00	168.00	0.00	0.00	168.00	100.00 %
100-2000-6034-0000	MEDICARE	2,490.00	2,490.00	0.00	0.00	2,490.00	100.00 %
100-2000-6036-0000	UNIFORMS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-2000-7025-0000	OFFICE SUPPLIES	680.00	680.00	0.00	0.00	680.00	100.00 %
100-2000-7027-0000	HEALTH/FITNESS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-2000-7030-0000	DUES & SUBSCRIPTIONS	75.00	75.00	0.00	0.00	75.00	100.00 %
100-2000-7037-0000	VEHICLE MAINTENANCE	2,136.00	2,136.00	0.00	0.00	2,136.00	100.00 %
100-2000-7050-0000	FUEL	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-2000-7066-0000	TRAVEL, EDUCATION, TRAINING	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00 %
100-2000-7068-0000	CONTRACTUAL SERVICES	53,500.00	53,500.00	0.00	0.00	53,500.00	100.00 %
100-2000-7070-0000	SPECIAL DEPT SUPPLIES	3,619.00	3,619.00	0.00	0.00	3,619.00	100.00 %
100-2000-8070-0000	Vehicle ISF	8,528.00	8,528.00	0.00	0.00	8,528.00	100.00 %
100-2000-8072-0000	Information Technology - ISF	3,018.00	3,018.00	0.00	0.00	3,018.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-2030-6010-0000	SALARIES	159,866.00	159,866.00	0.00	0.00	159,866.00	100.00 %
100-2030-6012-0000	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2030-6016-0000	ACCRUED TIME CASH OUT	11,939.00	11,939.00	0.00	0.00	11,939.00	100.00 %
100-2030-6020-0000	HEALTH INSURANCE	25,377.00	25,377.00	0.00	0.00	25,377.00	100.00 %
100-2030-6022-0000	WORKERS COMP	8,203.00	8,203.00	0.00	0.00	8,203.00	100.00 %
100-2030-6023-0000	DISABILITY	1,052.00	1,052.00	0.00	0.00	1,052.00	100.00 %
100-2030-6024-0000	P.E.R.S./P.E.P.R.A.	41,645.00	41,645.00	0.00	0.00	41,645.00	100.00 %
100-2030-6028-0000	LIFE INSURANCE	168.00	168.00	0.00	0.00	168.00	100.00 %
100-2030-6034-0000	MEDICARE	2,581.00	2,581.00	0.00	0.00	2,581.00	100.00 %
100-2030-6036-0000	UNIFORMS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-2030-7025-0000	OFFICE SUPPLIES	375.00	375.00	0.00	0.00	375.00	100.00 %
100-2030-7027-0000	HEALTH/FITNESS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-2030-7030-0000	DUES & SUBSCRIPTIONS	200.00	200.00	0.00	0.00	200.00	100.00 %
100-2030-7035-0000	LOCAL MEETINGS	175.00	175.00	0.00	0.00	175.00	100.00 %
100-2030-7037-0000	VEHICLE MAINTENANCE	2,440.00	2,440.00	0.00	0.00	2,440.00	100.00 %
100-2030-7039-0000	CODE ENFORCEMENT	46,200.00	46,200.00	0.00	0.00	46,200.00	100.00 %
100-2030-7050-0000	FUEL	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
100-2030-7066-0000	TRAVEL, EDUCATION, TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-2030-7155-0000	VECTOR CONTROL	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
100-2040-7036-0000	GRANT SPECIFIC COSTS (OES)	171,900.00	171,900.00	0.00	0.00	171,900.00	100.00 %
100-2050-6010-0000	SALARIES	5,505,766.00	5,505,766.00	0.00	0.00	5,505,766.00	100.00 %
100-2050-6012-0000	OVERTIME	329,942.00	329,942.00	0.00	0.00	329,942.00	100.00 %
100-2050-6016-0000	ACCRUED TIME CASH OUT	606,870.00	606,870.00	0.00	0.00	606,870.00	100.00 %
100-2050-6020-0000	HEALTH INSURANCE	790,538.00	790,538.00	0.00	0.00	790,538.00	100.00 %
100-2050-6022-0000	WORKERS COMP	567,241.00	567,241.00	0.00	0.00	567,241.00	100.00 %
100-2050-6023-0000	DISABILITY	25,774.00	25,774.00	0.00	0.00	25,774.00	100.00 %
100-2050-6024-0000	P.E.R.S./P.E.P.R.A.	1,989,372.00	1,989,372.00	0.00	0.00	1,989,372.00	100.00 %
100-2050-6028-0000	LIFE INSURANCE	5,341.00	5,341.00	0.00	0.00	5,341.00	100.00 %
100-2050-6034-0000	MEDICARE	94,696.00	94,696.00	0.00	0.00	94,696.00	100.00 %
100-2050-6036-0000	UNIFORMS	58,800.00	58,800.00	0.00	0.00	58,800.00	100.00 %
100-2050-7020-0000	ADVERTISING	1,150.00	1,150.00	0.00	0.00	1,150.00	100.00 %
100-2050-7025-0000	OFFICE SUPPLIES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-2050-7027-0000	HEALTH/FITNESS	29,400.00	29,400.00	0.00	0.00	29,400.00	100.00 %
100-2050-7030-0000	DUES & SUBSCRIPTIONS	31,825.00	31,825.00	0.00	0.00	31,825.00	100.00 %
100-2050-7031-0000	LIVE SCAN-FINGERPRINTING	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
100-2050-7035-0000	LOCAL MEETINGS	6,750.00	6,750.00	0.00	0.00	6,750.00	100.00 %
100-2050-7037-0000	VEHICLE MAINTENANCE	76,613.00	76,613.00	0.00	0.00	76,613.00	100.00 %
100-2050-7050-0000	FUEL	164,000.00	164,000.00	0.00	0.00	164,000.00	100.00 %
100-2050-7053-0000	PERMITS, FEES AND LICENSES	19,800.00	19,800.00	0.00	0.00	19,800.00	100.00 %
100-2050-7056-0000	GOVT FEE DISTRIBUTION	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-2050-7057-0000	ERICA	262,000.00	262,000.00	0.00	0.00	262,000.00	100.00 %
100-2050-7058-0000	CLETS SYSTEM	5,520.00	5,520.00	0.00	0.00	5,520.00	100.00 %
100-2050-7059-0000	BOOKING FEES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-2050-7065-0000	UNIFORMS	42,015.00	42,015.00	0.00	0.00	42,015.00	100.00 %
100-2050-7066-0000	TRAVEL, EDUCATION, TRAINING	77,100.00	77,100.00	0.00	0.00	77,100.00	100.00 %
100-2050-7068-0000	CONTRACTUAL SERVICES	55,700.00	55,700.00	0.00	0.00	55,700.00	100.00 %
100-2050-7070-0000	SPECIAL DEPT SUPPLIES	236,510.00	236,510.00	0.00	0.00	236,510.00	100.00 %
100-2050-7090-0000	EQUIPMENT SUPPLIES/MAINT	50,167.00	50,167.00	0.00	0.00	50,167.00	100.00 %
100-2050-7091-0000	CAL-ID FEE	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-2050-8040-0000	EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-2050-8060-0000	VEHICLES	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-2050-8070-0000	Vehicle ISF	333,474.00	333,474.00	0.00	0.00	333,474.00	100.00 %
100-2050-8072-0000	Information Technology - ISF	78,470.00	78,470.00	0.00	0.00	78,470.00	100.00 %
100-2080-7035-0000	LOCAL MEETINGS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2080-7060-0000	CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2080-7066-0000	TRAVEL, EDUCATION, TRAINING	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00 %
100-2080-7070-0000	SPECIAL DEPT SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-2090-6010-0000	SALARIES	1,118,756.00	1,118,756.00	0.00	0.00	1,118,756.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-2090-6012-0000	OVERTIME	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
100-2090-6016-0000	ACCRUED TIME CASH OUT	112,418.00	112,418.00	0.00	0.00	112,418.00	100.00 %
100-2090-6020-0000	HEALTH INSURANCE	237,199.00	237,199.00	0.00	0.00	237,199.00	100.00 %
100-2090-6022-0000	WORKERS COMP	57,258.00	57,258.00	0.00	0.00	57,258.00	100.00 %
100-2090-6023-0000	DISABILITY	7,890.00	7,890.00	0.00	0.00	7,890.00	100.00 %
100-2090-6024-0000	P.E.R.S./P.E.P.R.A.	203,853.00	203,853.00	0.00	0.00	203,853.00	100.00 %
100-2090-6028-0000	LIFE INSURANCE	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
100-2090-6034-0000	MEDICARE	18,554.00	18,554.00	0.00	0.00	18,554.00	100.00 %
100-2090-6035-0000	FICA/PARS	1,515.00	1,515.00	0.00	0.00	1,515.00	100.00 %
100-2090-6036-0000	UNIFORMS	16,800.00	16,800.00	0.00	0.00	16,800.00	100.00 %
100-2090-7027-0000	HEALTH/FITNESS	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00 %
100-2090-7030-0000	DUES & SUBSCRIPTIONS	1,723.00	1,723.00	0.00	0.00	1,723.00	100.00 %
100-2090-7035-0000	LOCAL MEETINGS	240.00	240.00	0.00	0.00	240.00	100.00 %
100-2090-7066-0000	TRAVEL, EDUCATION, TRAINING	12,700.00	12,700.00	0.00	0.00	12,700.00	100.00 %
100-2090-7070-0000	SPECIAL DEPT SUPPLIES	900.00	900.00	0.00	0.00	900.00	100.00 %
100-2090-8072-0000	Information Technology - ISF	33,199.00	33,199.00	0.00	0.00	33,199.00	100.00 %
100-2100-7037-0000	VEHICLE MAINTENANCE	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
100-2100-7050-0000	FUEL	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2100-7068-0000	CONTRACTUAL SERVICES	4,044,081.00	4,044,081.00	0.00	0.00	4,044,081.00	100.00 %
100-2100-8070-0000	Vehicle ISF	10,498.00	10,498.00	0.00	0.00	10,498.00	100.00 %
100-2150-6010-0000	SALARIES	494,953.00	494,953.00	0.00	0.00	494,953.00	100.00 %
100-2150-6012-0000	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-2150-6016-0000	ACCRUED TIME CASH OUT	27,594.00	27,594.00	0.00	0.00	27,594.00	100.00 %
100-2150-6018-0000	OTHER COMPENSATION	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
100-2150-6020-0000	HEALTH INSURANCE	91,993.00	91,993.00	0.00	0.00	91,993.00	100.00 %
100-2150-6022-0000	WORKERS COMP	25,138.00	25,138.00	0.00	0.00	25,138.00	100.00 %
100-2150-6023-0000	DISABILITY	2,630.00	2,630.00	0.00	0.00	2,630.00	100.00 %
100-2150-6024-0000	P.E.R.S./P.E.P.R.A.	115,982.00	115,982.00	0.00	0.00	115,982.00	100.00 %
100-2150-6028-0000	LIFE INSURANCE	420.00	420.00	0.00	0.00	420.00	100.00 %
100-2150-6034-0000	MEDICARE	7,719.00	7,719.00	0.00	0.00	7,719.00	100.00 %
100-2150-6036-0000	UNIFORMS	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-2150-7025-0000	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	400.00	100.00 %
100-2150-7027-0000	HEALTH/FITNESS	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00 %
100-2150-7030-0000	DUES & SUBSCRIPTIONS	600.00	600.00	0.00	0.00	600.00	100.00 %
100-2150-7035-0000	LOCAL MEETINGS	380.00	380.00	0.00	0.00	380.00	100.00 %
100-2150-7037-0000	VEHICLE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-2150-7050-0000	FUEL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-2150-7063-0000	PLAN CHECK FEES	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-2150-7065-0000	UNIFORMS	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
100-2150-7066-0000	TRAVEL, EDUCATION, TRAINING	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-2150-7067-0000	INSPECTIONS	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-2150-7068-0000	CONTRACTUAL SERVICES	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-2150-7070-0000	SPECIAL DEPT SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-2150-8070-0000	Vehicle ISF	10,498.00	10,498.00	0.00	0.00	10,498.00	100.00 %
100-2150-8072-0000	Information Technology - ISF	8,300.00	8,300.00	0.00	0.00	8,300.00	100.00 %
100-3100-6010-0000	SALARIES	734,248.00	734,248.00	0.00	0.00	734,248.00	100.00 %
100-3100-6012-0000	OVERTIME	3,284.00	3,284.00	0.00	0.00	3,284.00	100.00 %
100-3100-6016-0000	ACCRUED TIME CASH OUT	30,453.00	30,453.00	0.00	0.00	30,453.00	100.00 %
100-3100-6018-0000	OTHER COMPENSATION	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-3100-6020-0000	HEALTH INSURANCE	129,239.00	129,239.00	0.00	0.00	129,239.00	100.00 %
100-3100-6022-0000	WORKERS COMP	30,275.00	30,275.00	0.00	0.00	30,275.00	100.00 %
100-3100-6023-0000	DISABILITY	3,419.00	3,419.00	0.00	0.00	3,419.00	100.00 %
100-3100-6024-0000	P.E.R.S./P.E.P.R.A.	148,103.00	148,103.00	0.00	0.00	148,103.00	100.00 %
100-3100-6028-0000	LIFE INSURANCE	546.00	546.00	0.00	0.00	546.00	100.00 %
100-3100-6030-0000	CAR ALLOWANCE	3,150.00	3,150.00	0.00	0.00	3,150.00	100.00 %
100-3100-6034-0000	MEDICARE	8,382.00	8,382.00	0.00	0.00	8,382.00	100.00 %
100-3100-6036-0000	UNIFORMS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-3100-7025-0000	OFFICE SUPPLIES	420.00	420.00	0.00	0.00	420.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-3100-7027-0000	HEALTH/FITNESS	4,350.00	4,350.00	0.00	0.00	4,350.00	100.00 %
100-3100-7030-0000	DUES & SUBSCRIPTIONS	150.00	150.00	0.00	0.00	150.00	100.00 %
100-3100-7037-0000	VEHICLE MAINTENANCE	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
100-3100-7050-0000	FUEL	6,180.00	6,180.00	0.00	0.00	6,180.00	100.00 %
100-3100-7063-0000	PLAN CHECK FEES	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-3100-7064-0000	STORM WATER INSPECTIONS	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-3100-7065-0000	UNIFORMS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-3100-7066-0000	TRAVEL, EDUCATION, TRAINING	5,750.00	5,750.00	0.00	0.00	5,750.00	100.00 %
100-3100-7067-0000	INSPECTIONS	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
100-3100-7068-0000	CONTRACTUAL SERVICES	200,500.00	200,500.00	0.00	0.00	200,500.00	100.00 %
100-3100-7070-0000	SPECIAL DEPT SUPPLIES	3,430.00	3,430.00	0.00	0.00	3,430.00	100.00 %
100-3100-8040-0000	EQUIPMENT	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
100-3100-8070-0000	Vehicle ISF	3,877.00	3,877.00	0.00	0.00	3,877.00	100.00 %
100-3100-8072-0000	Information Technology - ISF	10,563.00	10,563.00	0.00	0.00	10,563.00	100.00 %
100-3250-6010-0000	SALARIES	479,124.00	479,124.00	0.00	0.00	479,124.00	100.00 %
100-3250-6012-0000	OVERTIME	20,131.00	20,131.00	0.00	0.00	20,131.00	100.00 %
100-3250-6016-0000	ACCRUED TIME CASH OUT	31,929.00	31,929.00	0.00	0.00	31,929.00	100.00 %
100-3250-6020-0000	HEALTH INSURANCE	127,872.00	127,872.00	0.00	0.00	127,872.00	100.00 %
100-3250-6022-0000	WORKERS COMP	24,578.00	24,578.00	0.00	0.00	24,578.00	100.00 %
100-3250-6023-0000	DISABILITY	3,682.00	3,682.00	0.00	0.00	3,682.00	100.00 %
100-3250-6024-0000	P.E.R.S./P.E.P.R.A.	78,306.00	78,306.00	0.00	0.00	78,306.00	100.00 %
100-3250-6028-0000	LIFE INSURANCE	588.00	588.00	0.00	0.00	588.00	100.00 %
100-3250-6034-0000	MEDICARE	7,794.00	7,794.00	0.00	0.00	7,794.00	100.00 %
100-3250-7010-0000	UTILITIES	642,000.00	642,000.00	0.00	0.00	642,000.00	100.00 %
100-3250-7012-0000	STREET LIGHT MAINTENACE - 4 SEAS...	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-3250-7013-0000	STREET LIGHT MAINTENANCE - SOLE...	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-3250-7025-0000	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	300.00	100.00 %
100-3250-7027-0000	HEALTH/FITNESS	6,300.00	6,300.00	0.00	0.00	6,300.00	100.00 %
100-3250-7030-0000	DUES & SUBSCRIPTIONS	150.00	150.00	0.00	0.00	150.00	100.00 %
100-3250-7037-0000	VEHICLE MAINTENANCE	10,900.00	10,900.00	0.00	0.00	10,900.00	100.00 %
100-3250-7050-0000	FUEL	17,400.00	17,400.00	0.00	0.00	17,400.00	100.00 %
100-3250-7053-0000	PERMITS, FEES AND LICENSES	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-3250-7065-0000	UNIFORMS	6,228.00	6,228.00	0.00	0.00	6,228.00	100.00 %
100-3250-7066-0000	TRAVEL, EDUCATION, TRAINING	480.00	480.00	0.00	0.00	480.00	100.00 %
100-3250-7068-0000	CONTRACTUAL SERVICES	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-3250-7070-0000	SPECIAL DEPT SUPPLIES	60,025.00	60,025.00	0.00	0.00	60,025.00	100.00 %
100-3250-7075-0000	EQUIPMENT LEASING/RENTAL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-3250-7090-0000	EQUIPMENT SUPPLIES/MAINT	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
100-3250-8060-0000	VEHICLES	128,332.00	128,332.00	0.00	0.00	128,332.00	100.00 %
100-3250-8070-0000	Vehicle ISF	29,808.00	29,808.00	0.00	0.00	29,808.00	100.00 %
100-6000-7010-0000	UTILITIES	179,000.00	179,000.00	0.00	0.00	179,000.00	100.00 %
100-6000-7022-6025	LICENSE, PERMITS, FEES - CITY HALL	1,363.00	1,363.00	0.00	0.00	1,363.00	100.00 %
100-6000-7022-6040	LICENSE, PERMITS, FEES - PD BLDG	560.00	560.00	0.00	0.00	560.00	100.00 %
100-6000-7022-6045	LICENSE, PERMITS, FEES - CRC	2,269.00	2,269.00	0.00	0.00	2,269.00	100.00 %
100-6000-7022-6050	LICENSE, PERMTIS, FEES - VFW BLDG	290.00	290.00	0.00	0.00	290.00	100.00 %
100-6000-7068-0000	CONTRACTUAL SERVICES	189,000.00	189,000.00	0.00	0.00	189,000.00	100.00 %
100-6000-7070-0000	SPECIAL DEPT SUPPLIES	5,315.00	5,315.00	0.00	0.00	5,315.00	100.00 %
100-6000-7085-0000	BUILDING SUPPLIES/MAINT	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-6000-7087-0000	SECURITY SERVICES	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
100-6000-7090-0000	EQUIPMENT SUPPLIES/MAINT	1,129.00	1,129.00	0.00	0.00	1,129.00	100.00 %
100-6050-6010-0000	SALARIES	1,295,495.00	1,295,495.00	0.00	0.00	1,295,495.00	100.00 %
100-6050-6012-0000	OVERTIME	80,108.00	80,108.00	0.00	0.00	80,108.00	100.00 %
100-6050-6016-0000	ACCRUED TIME CASH OUT	80,562.00	80,562.00	0.00	0.00	80,562.00	100.00 %
100-6050-6018-0000	OTHER COMPENSATION	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
100-6050-6020-0000	HEALTH INSURANCE	311,145.00	311,145.00	0.00	0.00	311,145.00	100.00 %
100-6050-6022-0000	WORKERS COMP	66,550.00	66,550.00	0.00	0.00	66,550.00	100.00 %
100-6050-6023-0000	DISABILITY	10,520.00	10,520.00	0.00	0.00	10,520.00	100.00 %
100-6050-6024-0000	P.E.R.S./P.E.P.R.A.	226,272.00	226,272.00	0.00	0.00	226,272.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-6050-6028-0000	LIFE INSURANCE	1,680.00	1,680.00	0.00	0.00	1,680.00	100.00 %
100-6050-6034-0000	MEDICARE	21,193.00	21,193.00	0.00	0.00	21,193.00	100.00 %
100-6050-7010-0000	UTILITIES	510,000.00	510,000.00	0.00	0.00	510,000.00	100.00 %
100-6050-7010-5250	UTILITIES, PARK (RANGEL)	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-6050-7010-5800	UTILITIES (MICKELSON)	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-6050-7022-5400	LICENSE, PERMITS, FEES - SPORTS PA...	250.00	250.00	0.00	0.00	250.00	100.00 %
100-6050-7022-5450	LICENSE, PERMITS, FEES - RANGEL PA...	250.00	250.00	0.00	0.00	250.00	100.00 %
100-6050-7027-0000	HEALTH/FITNESS	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
100-6050-7030-0000	DUES & SUBSCRIPTIONS	206.00	206.00	0.00	0.00	206.00	100.00 %
100-6050-7037-0000	VEHICLE MAINTENANCE	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-6050-7050-0000	FUEL	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-6050-7065-0000	UNIFORMS	7,100.00	7,100.00	0.00	0.00	7,100.00	100.00 %
100-6050-7066-0000	TRAVEL, EDUCATION, TRAINING	6,059.00	6,059.00	0.00	0.00	6,059.00	100.00 %
100-6050-7068-0000	CONTRACTUAL SERVICES	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00 %
100-6050-7070-0000	SPECIAL DEPT SUPPLIES	577,652.00	577,652.00	0.00	0.00	577,652.00	100.00 %
100-6050-7070-5000	SPEC DEPT EXP - THREE RINGS RANCH	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00 %
100-6050-7070-5250	SPEC DEPT EXP - RANGAL PARK	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-6050-7070-5500	SPEC DEPT EXP - STEWART PARK	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-6050-7071-0000	SOFTWARE	2,040.00	2,040.00	0.00	0.00	2,040.00	100.00 %
100-6050-7075-0000	EQUIPMENT LEASING/RENTAL	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-6050-7090-0000	EQUIPMENT SUPPLIES/MAINT	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-6050-7156-0000	WEED ABATEMENT	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-6050-7157-0000	TREE TRIMMING	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
100-6050-8040-0000	EQUIPMENT	44,723.00	44,723.00	0.00	0.00	44,723.00	100.00 %
100-6050-8070-0000	Vehicle ISF	68,211.00	68,211.00	0.00	0.00	68,211.00	100.00 %
	Expense Total:	**38,678,061.00**	**38,678,061.00**	**0.00**	**0.00**	**38,678,061.00**	**100.00 %**
	Fund: 100 - GENERAL FUND Surplus (Deficit):	**774,751.00**	**774,751.00**	**0.00**	**0.00**	**-774,751.00**	**100.00 %**
Fund: 200 - HIGHWAY USERS TAX (Gas)							
Revenue							
200-0000-4030-0000	2103 GAS TAX- - -	427,570.00	427,570.00	0.00	0.00	-427,570.00	100.00 %
200-0000-4032-0000	2105 GAS TAX	278,606.00	278,606.00	0.00	0.00	-278,606.00	100.00 %
200-0000-4035-0000	2106 GAS TAX	173,122.00	173,122.00	0.00	0.00	-173,122.00	100.00 %
200-0000-4037-0000	2107 GAS TAX	354,548.00	354,548.00	0.00	0.00	-354,548.00	100.00 %
200-0000-4040-0000	2107.5 GAX TAX	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
200-0000-4650-0000	INTEREST	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Revenue Total:	**1,242,846.00**	**1,242,846.00**	**0.00**	**0.00**	**-1,242,846.00**	**100.00 %**
Expense							
200-0000-9960-0000	TRANSFERS OUT	1,242,846.00	1,242,846.00	0.00	0.00	1,242,846.00	100.00 %
	Expense Total:	**1,242,846.00**	**1,242,846.00**	**0.00**	**0.00**	**1,242,846.00**	**100.00 %**
	Fund: 200 - HIGHWAY USERS TAX (Gas) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 201 - STATE - SB1 FUNDING							
Revenue							
201-0000-4469-0000	PROPOSITION 1B	945,983.00	945,983.00	0.00	0.00	-945,983.00	100.00 %
201-0000-4650-0000	INTEREST	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
	Revenue Total:	**947,983.00**	**947,983.00**	**0.00**	**0.00**	**-947,983.00**	**100.00 %**
Expense							
201-0000-9960-0000	TRANSFERS OUT	863,763.00	863,763.00	0.00	0.00	863,763.00	100.00 %
	Expense Total:	**863,763.00**	**863,763.00**	**0.00**	**0.00**	**863,763.00**	**100.00 %**
	Fund: 201 - STATE - SB1 FUNDING Surplus (Deficit):	**84,220.00**	**84,220.00**	**0.00**	**0.00**	**-84,220.00**	**100.00 %**
Fund: 202 - SALES TAX - MEASURE A							
Revenue							
202-0000-4057-0000	TAX - MEASURE A	1,060,000.00	1,060,000.00	0.00	0.00	-1,060,000.00	100.00 %
202-0000-4650-0000	INTEREST	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Revenue Total:	**1,063,000.00**	**1,063,000.00**	**0.00**	**0.00**	**-1,063,000.00**	**100.00 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
202-0000-9960-0000	TRANSFERS OUT	1,060,000.00	1,060,000.00	0.00	0.00	1,060,000.00	100.00 %
	Expense Total:	**1,060,000.00**	**1,060,000.00**	**0.00**	**0.00**	**1,060,000.00**	**100.00 %**
	Fund: 202 - SALES TAX - MEASURE A Surplus (Deficit):	**3,000.00**	**3,000.00**	**0.00**	**0.00**	**-3,000.00**	**100.00 %**
Fund: 205 - MOTOR VEHICLE SUBVENTION (AB2766-AQMD)							
Revenue							
205-0000-4380-0000	AB2766 -DMV/AIR POLLUTION	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
205-0000-4650-0000	INTEREST	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
	Revenue Total:	**62,500.00**	**62,500.00**	**0.00**	**0.00**	**-62,500.00**	**100.00 %**
Expense							
205-0000-8060-0000	VEHICLES	266,000.00	266,000.00	0.00	0.00	266,000.00	100.00 %
	Expense Total:	**266,000.00**	**266,000.00**	**0.00**	**0.00**	**266,000.00**	**100.00 %**
Fund: 205 - MOTOR VEHICLE SUBVENTION (AB2766-AQMD) Surplus (D...		**-203,500.00**	**-203,500.00**	**0.00**	**0.00**	**203,500.00**	**100.00 %**
Fund: 210 - PUBLIC, EDUCATIONAL, GOVT (PEG)							
Revenue							
210-0000-4020-0000	PEG FEES	25,800.00	25,800.00	0.00	0.00	-25,800.00	100.00 %
210-0000-4650-0000	INTEREST	120.00	120.00	0.00	0.00	-120.00	100.00 %
	Revenue Total:	**25,920.00**	**25,920.00**	**0.00**	**0.00**	**-25,920.00**	**100.00 %**
Expense							
210-0000-7072-0000	COMPUTER SUPPLIES/MAINT	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
210-0000-7090-0000	EQUIP SUPPLIES/MAINT	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
	Expense Total:	**19,500.00**	**19,500.00**	**0.00**	**0.00**	**19,500.00**	**100.00 %**
	Fund: 210 - PUBLIC, EDUCATIONAL, GOVT (PEG) Surplus (Deficit):	**6,420.00**	**6,420.00**	**0.00**	**0.00**	**-6,420.00**	**100.00 %**
Fund: 215 - GRANTS (REIMBURSABLE)							
Revenue							
215-0000-4350-0000	CDBG GRANT	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
	Revenue Total:	**130,000.00**	**130,000.00**	**0.00**	**0.00**	**-130,000.00**	**100.00 %**
Expense							
215-0000-8020-0000	LAND IMPROVEMENTS	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
	Expense Total:	**130,000.00**	**130,000.00**	**0.00**	**0.00**	**130,000.00**	**100.00 %**
	Fund: 215 - GRANTS (REIMBURSABLE) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 220 - CITIZEN OPTION PUBLIC SAFETY (COPS)							
Revenue							
220-0000-4385-0000	COPS FUNDING	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
220-0000-4650-0000	INTEREST	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Revenue Total:	**153,000.00**	**153,000.00**	**0.00**	**0.00**	**-153,000.00**	**100.00 %**
Expense							
220-0000-9960-0000	TRANSFERS OUT	62,734.00	62,734.00	0.00	0.00	62,734.00	100.00 %
	Expense Total:	**62,734.00**	**62,734.00**	**0.00**	**0.00**	**62,734.00**	**100.00 %**
	Fund: 220 - CITIZEN OPTION PUBLIC SAFETY (COPS) Surplus (Deficit):	**90,266.00**	**90,266.00**	**0.00**	**0.00**	**-90,266.00**	**100.00 %**
Fund: 225 - ASSET SEIZURES (STATE)							
Revenue							
225-0000-4390-0000	STATE SEIZURE FUNDS	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
225-0000-4650-0000	INTEREST	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
	Revenue Total:	**4,500.00**	**4,500.00**	**0.00**	**0.00**	**-4,500.00**	**100.00 %**
	Fund: 225 - ASSET SEIZURES (STATE) Total:	**4,500.00**	**4,500.00**	**0.00**	**0.00**	**-4,500.00**	**100.00 %**
Fund: 240 - OTHER RESTRICTED FUNDS							
Revenue							
240-0000-4650-0000	INTEREST	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
240-2080-4815-0000	DONATIONS - K9 PROGRAM	4,200.00	4,200.00	0.00	0.00	-4,200.00	100.00 %
240-2300-4815-0000	DONATIONS - SHOP WITH A COP	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
240-2310-4815-0000	DONATIONS - EXPLORER PROGRAM	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
240-2320-4815-0000	DONATIONS - AMR PROGRAM	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
240-2330-4200-0000	BUSINESS LICENSE (CASP)	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
240-2350-4815-0000	DONATIONS - MILITARY BANNERS	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
240-2360-4816-0000	DONATIONS - PINK PATCHES	1,200.00	1,200.00	0.00	0.00	-1,200.00	100.00 %
240-2370-4817-0000	GRANTS - CAL-RECYCLE	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
	Revenue Total:	**53,400.00**	**53,400.00**	**0.00**	**0.00**	**-53,400.00**	**100.00 %**
Expense							
240-2080-7096-0000	PROGRAM COSTS - K9	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
240-2300-7096-0000	PROGRAM COSTS - SHOP W/ A COP P...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
240-2310-7096-0000	PROGRAM COSTS - EXPLORER PROGR...	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
240-2320-7096-0000	PROGRAM COSTS - AMR PROGRAM	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
240-2330-7066-0000	TRAVEL, EDCUATION, TRAINING	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
240-2350-7070-0000	SPEC DEPT SUPPLIES - MILITARY BAN...	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
240-2360-7096-0000	PINK PATCHES PROGRAM COSTS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
240-2370-7080-0000	CAL-RECYCLE COSTS	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
	Expense Total:	**34,100.00**	**34,100.00**	**0.00**	**0.00**	**34,100.00**	**100.00 %**
	Fund: 240 - OTHER RESTRICTED FUNDS Surplus (Deficit):	**19,300.00**	**19,300.00**	**0.00**	**0.00**	**-19,300.00**	**100.00 %**
Fund: 250 - COMMUNITY FAC DISTRICT (CFD) - ADMIN							
Revenue							
250-0000-4445-001A	ALLOCATED ASSESSMENTS - IA 1A	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
250-0000-4445-002X	ALLOCATED ASSESSMENTS - IA 2	16,275.00	16,275.00	0.00	0.00	-16,275.00	100.00 %
250-0000-4445-003X	ALLOCATED ASSESSMENTS - IA 3	49,020.00	49,020.00	0.00	0.00	-49,020.00	100.00 %
250-0000-4445-004X	ALLOCATED ASSESSMENTS - IA 4	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
250-0000-4445-005X	ALLOCATED ASSESSMENTS - IA 5	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
250-0000-4445-006A	ALLOCATED ASSESSMENTS - IA 6A	7,269.00	7,269.00	0.00	0.00	-7,269.00	100.00 %
250-0000-4445-007A	ALLOCATED ASSESSMENTS - IA 7A	49,169.00	49,169.00	0.00	0.00	-49,169.00	100.00 %
250-0000-4445-007B	ALLOCATED ASSESSMENTS - IA 7B	30,102.00	30,102.00	0.00	0.00	-30,102.00	100.00 %
250-0000-4445-007C	ALLOCATED ASSESSMENTS - IA 7C	43,957.00	43,957.00	0.00	0.00	-43,957.00	100.00 %
250-0000-4445-007D	ALLOCATED ASSESSMENTS - IA 7D	30,576.00	30,576.00	0.00	0.00	-30,576.00	100.00 %
250-0000-4445-008A	ALLOCATED ASSESSMENTS - IA 8A	36,539.00	36,539.00	0.00	0.00	-36,539.00	100.00 %
250-0000-4445-008B	ALLOCATED ASSESSMENTS - IA 8B	37,034.00	37,034.00	0.00	0.00	-37,034.00	100.00 %
250-0000-4445-008C	ALLOCATED ASSESSMENTS - IA 8C	55,250.00	55,250.00	0.00	0.00	-55,250.00	100.00 %
250-0000-4445-008D	ALLOCATED ASSESSMENTS - IA 8D	40,225.00	40,225.00	0.00	0.00	-40,225.00	100.00 %
250-0000-4445-008E	ALLOCATED ASSESSMENTS - IA 8E	44,230.00	44,230.00	0.00	0.00	-44,230.00	100.00 %
250-0000-4445-008F	ALLOCATED ASSESSMENTS - IA 8F	41,247.00	41,247.00	0.00	0.00	-41,247.00	100.00 %
250-0000-4445-008X	ALLOCATED ASSESSMENTS - IA 8	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
250-0000-4445-009X	ALLOCATED ASSESSMENTS - IA 9	21,556.00	21,556.00	0.00	0.00	-21,556.00	100.00 %
250-0000-4445-010A	ALLOCATED ASSESSMENTS - IA 10A	33,315.00	33,315.00	0.00	0.00	-33,315.00	100.00 %
250-0000-4445-011A	ALLOCATED ASSESSMENTS - IA 11A	33,401.00	33,401.00	0.00	0.00	-33,401.00	100.00 %
250-0000-4445-012A	ALLOCATED ASSESSMENTS - IA 12A	33,957.00	33,957.00	0.00	0.00	-33,957.00	100.00 %
250-0000-4445-013X	ALLOCATED ASSESSMENTS - IA 13	4,273.00	4,273.00	0.00	0.00	-4,273.00	100.00 %
250-0000-4445-014A	ALLOCATED ASSESSMENTS - IA 14A	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
250-0000-4445-014B	ALLOCATED ASSESSMENTS - IA 14B	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
250-0000-4445-014X	ALLOCATED ASSESSMENTS - IA 14	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
250-0000-4445-015X	ALLOCATED ASSESSMENTS - IA 15	2,751.00	2,751.00	0.00	0.00	-2,751.00	100.00 %
250-0000-4445-016X	ALLOCATED ASSESSMENTS - IA 16	38,603.00	38,603.00	0.00	0.00	-38,603.00	100.00 %
250-0000-4445-017A	ALLOCATED ASSESSMENTS - IA 17A	47,420.00	47,420.00	0.00	0.00	-47,420.00	100.00 %
250-0000-4445-017B	ALLOCATED ASSESSMENTS - IA 17B	43,922.00	43,922.00	0.00	0.00	-43,922.00	100.00 %
250-0000-4445-017C	ALLOCATED ASSESSMENTS - IA 17C	38,066.00	38,066.00	0.00	0.00	-38,066.00	100.00 %
250-0000-4445-018X	ALLOCATED ASSESSMENTS - IA 18	36,925.00	36,925.00	0.00	0.00	-36,925.00	100.00 %
250-0000-4445-019A	ALLOCATED ASSESSMENTS - IA 19A	51,054.00	51,054.00	0.00	0.00	-51,054.00	100.00 %
250-0000-4445-019C	ALLOCATED ASSESSMENTS - IA 19C	54,077.00	54,077.00	0.00	0.00	-54,077.00	100.00 %
250-0000-4445-020X	ALLOCATED ASSESSMENTS - IA 20	33,815.00	33,815.00	0.00	0.00	-33,815.00	100.00 %
250-0000-4445-023X	ALLOCATED ASSESSMENTS - IA 23	2,688.00	2,688.00	0.00	0.00	-2,688.00	100.00 %
250-0000-4445-06A1	ALLOCATED ASSESSMENTS - IA 6A1	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
250-0000-4445-1601	ALLOCATED ASSESSMENTS - IA 2016-1	43,280.00	43,280.00	0.00	0.00	-43,280.00	100.00 %
250-0000-4445-1602	ALLOCATED ASSESSMENTS - IA 2016-2	74,375.00	74,375.00	0.00	0.00	-74,375.00	100.00 %
250-0000-4445-1603	ALLOCATED ASSESSMENTS - IA 2016-3	37,084.00	37,084.00	0.00	0.00	-37,084.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
250-0000-4445-1604	ALLOCATED ASSESSMENTS - IA 2016-4	50,363.00	50,363.00	0.00	0.00	-50,363.00	100.00 %
250-0000-4445-1801	ALLOCATED ASSESSMENTS - IA 2018-1	12,273.00	12,273.00	0.00	0.00	-12,273.00	100.00 %
250-0000-4445-1901	ALLOCATED ASSESSMENTS - IA 2019-1	28,869.00	28,869.00	0.00	0.00	-28,869.00	100.00 %
	Revenue Total:	**1,532,960.00**	**1,532,960.00**	**0.00**	**0.00**	**-1,532,960.00**	**100.00 %**
Expense							
250-0000-7051-0000	TRUSTEE FEES	115,000.00	115,000.00	0.00	0.00	115,000.00	100.00 %
250-0000-7068-0000	CONTRACTUAL SERVICES	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00 %
250-0000-7068-001A	CONTRACTUAL SERVICE - IA 1A	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-002X	CONTRACTUAL SERVICE - IA 2	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-003X	CONTRACTUAL SERVICE - IA 3	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-004X	CONTRACTUAL SERVICE - IA 4	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-005X	CONTRACTUAL SERVICE - IA 5	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-006A	CONTRACTUAL SERVICE - IA 6A	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-007A	CONTRACTUAL SERVICE - IA 7A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-007B	CONTRACTUAL SERVICE - IA 7B	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-007C	CONTRACTUAL SERVICE - IA 7C	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-007D	CONTRACTUAL SERVICE - IA 7D	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008A	CONTRACTUAL SERVICE - IA 8A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008B	CONTRACTUAL SERVICE - IA 8B	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008C	CONTRACTUAL SERVICE - IA 8C	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008D	CONTRACTUAL SERVICE - IA 8D	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008E	CONTRACTUAL SERVICE - IA 8E	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008F	CONTRACTUAL SERVICE - IA 8F	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-008X	CONTRACTUAL SERVICE - IA 8X	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-009X	CONTRACTUAL SERVICE - IA 9	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-010A	CONTRACTUAL SERVICE - IA 10A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-011A	CONTRACTUAL SERVICE - IA 11A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-012A	CONTRACTUAL SERVICE - IA 12A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-013X	CONTRACTUAL SERVICE - IA 13	1,145.00	1,145.00	0.00	0.00	1,145.00	100.00 %
250-0000-7068-014A	CONTRACTUAL SERVICE - IA 14A	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-014B	CONTRACTUAL SERVICE - IA 14B	3,960.00	3,960.00	0.00	0.00	3,960.00	100.00 %
250-0000-7068-014X	CONTRACTUAL SERVICE - IA 14	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-015X	COINTRACTUAL SERVICE - IA 15	1,145.00	1,145.00	0.00	0.00	1,145.00	100.00 %
250-0000-7068-016X	CONTRACTUAL SERVICE - IA 16	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-017A	CONTRACTUAL SERVICE - IA 17A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-017B	CONTRACTUAL SERVICE - IA 17B	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-017C	CONTRACTUAL SERVICE - IA 17C	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-018X	CONTRACTUAL SERVICE - IA 18	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-019A	CONTRACTUAL SERVICE - IA 19A	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-019C	CONTRACTUAL SERVICE - IA 19C	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-020X	CONTRACTUAL SERVICE - IA 20	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-023X	CONTRACTUAL SERVICE - IA 23	1,145.00	1,145.00	0.00	0.00	1,145.00	100.00 %
250-0000-7068-06A1	CONTRACTUAL SERVICE - IA 6A1	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-1601	CONTRACTUAL SERVICE - IA 2016-1	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-1602	CONTRACTUAL SERVICE - IA 2016-2	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00 %
250-0000-7068-1603	CONTRACTUAL SERVICE - IA 2016-3	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00 %
250-0000-7068-1604	CONTRACTUAL SERVICE - IA 2016-4	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00 %
250-0000-7068-1801	CONTRACTUAL SERVICE - IA 2018-1	5,105.00	5,105.00	0.00	0.00	5,105.00	100.00 %
250-0000-7068-1901	CONTRACTUAL SERVICE - IA 2019-1	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00 %
250-0000-9960-0000	TRANSFERS OUT	1,190,865.00	1,190,865.00	0.00	0.00	1,190,865.00	100.00 %
	Expense Total:	**1,532,960.00**	**1,532,960.00**	**0.00**	**0.00**	**1,532,960.00**	**100.00 %**
Fund: 250 - COMMUNITY FAC DISTRICT (CFD) - ADMIN Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 255 - COMMUNITY FAC DISTRICT (CFD) - MAINT SERVICES							
Revenue							
255-0000-4445-003X	ALLOCATED ASSESSMENTS - IA 3	171,182.00	171,182.00	0.00	0.00	-171,182.00	100.00 %
255-0000-4445-007A	ALLOCATED ASSESSMENTS - IA 7A	172,518.00	172,518.00	0.00	0.00	-172,518.00	100.00 %
255-0000-4445-007B	ALLOCATED ASSESSMENTS - IA 7B	90,917.00	90,917.00	0.00	0.00	-90,917.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
255-0000-4445-007C	ALLOCATED ASSESSMENTS - IA 7C	125,614.00	125,614.00	0.00	0.00	-125,614.00	100.00 %
255-0000-4445-007D	ALLOCATED ASSESSMENTS - IA 7D	95,182.00	95,182.00	0.00	0.00	-95,182.00	100.00 %
255-0000-4445-008A	ALLOCATED ASSESSMENTS - IA 8A	58,853.00	58,853.00	0.00	0.00	-58,853.00	100.00 %
255-0000-4445-008B	ALLOCATED ASSESSMENTS - IA 8B	63,310.00	63,310.00	0.00	0.00	-63,310.00	100.00 %
255-0000-4445-008C	ALLOCATED ASSESSMENTS - IA 8C	227,252.00	227,252.00	0.00	0.00	-227,252.00	100.00 %
255-0000-4445-008D	ALLOCATED ASSESSMENTS - IA 8D	92,022.00	92,022.00	0.00	0.00	-92,022.00	100.00 %
255-0000-4445-008E	ALLOCATED ASSESSMENTS - IA 8E	128,073.00	128,073.00	0.00	0.00	-128,073.00	100.00 %
255-0000-4445-008F	ALLOCATED ASSESSMENTS-IA8F	101,219.00	101,219.00	0.00	0.00	-101,219.00	100.00 %
255-0000-4445-008X	ALLOCATED ASSESSMENTS - IA 8	316,579.00	316,579.00	0.00	0.00	-316,579.00	100.00 %
255-0000-4445-009X	ALLOCATED ASSESSMENTS - IA 9	14,005.00	14,005.00	0.00	0.00	-14,005.00	100.00 %
255-0000-4445-010A	ALLOCATED ASSESSMENTS - IA 10A	29,837.00	29,837.00	0.00	0.00	-29,837.00	100.00 %
255-0000-4445-011A	ALLOCATED ASSESSMENTS - IA 11A	30,611.00	30,611.00	0.00	0.00	-30,611.00	100.00 %
255-0000-4445-012A	ALLOCATED ASSESSMENTS - IA 12A	35,610.00	35,610.00	0.00	0.00	-35,610.00	100.00 %
255-0000-4445-013X	ALLOCATED ASSESSMENTS - IA 13	38,460.00	38,460.00	0.00	0.00	-38,460.00	100.00 %
255-0000-4445-014X	ALLOCATED ASSESSMENTS - IA 14	612,758.00	612,758.00	0.00	0.00	-612,758.00	100.00 %
255-0000-4445-015X	ALLOCATED ASSESSMENTS - IA 15	24,759.00	24,759.00	0.00	0.00	-24,759.00	100.00 %
255-0000-4445-016X	ALLOCATED ASSESSMENTS - IA 16	77,424.00	77,424.00	0.00	0.00	-77,424.00	100.00 %
255-0000-4445-017A	ALLOCATED ASSESSMENTS - IA 17A	156,776.00	156,776.00	0.00	0.00	-156,776.00	100.00 %
255-0000-4445-017B	ALLOCATED ASSESSMENTS - IA 17B	125,295.00	125,295.00	0.00	0.00	-125,295.00	100.00 %
255-0000-4445-017C	ALLOCATED ASSESSMENTS - IA 17C	72,591.00	72,591.00	0.00	0.00	-72,591.00	100.00 %
255-0000-4445-018X	ALLOCATED ASSESSMENTS - IA 18	62,325.00	62,325.00	0.00	0.00	-62,325.00	100.00 %
255-0000-4445-019A	ALLOCATED ASSESSMENTS - IA 19A	189,487.00	189,487.00	0.00	0.00	-189,487.00	100.00 %
255-0000-4445-019C	ALLOCATED ASSESSMENTS - IA 19C	216,696.00	216,696.00	0.00	0.00	-216,696.00	100.00 %
255-0000-4445-020X	ALLOCATED ASSESSMENTS - IA 20	34,334.00	34,334.00	0.00	0.00	-34,334.00	100.00 %
255-0000-4445-023X	ALLOCATED ASSESSMENTS - IA 23	24,188.00	24,188.00	0.00	0.00	-24,188.00	100.00 %
255-0000-4445-06A1	ALLOCATED ASSESSMENTS - IA 6A1	310,651.00	310,651.00	0.00	0.00	-310,651.00	100.00 %
255-0000-4445-1601	ALLOCATED ASSESSMENTS - IA 2016-1	119,523.00	119,523.00	0.00	0.00	-119,523.00	100.00 %
255-0000-4445-1602	ALLOCATED ASSESSMENTS - IA 2016-2	171,065.00	171,065.00	0.00	0.00	-171,065.00	100.00 %
255-0000-4445-1603	ALLOCATED ASSESSMENTS - IA 2016-3	9,622.00	9,622.00	0.00	0.00	-9,622.00	100.00 %
255-0000-4445-1604	ALLOCATED ASSESSMENTS - IA 2016-4	24,672.00	24,672.00	0.00	0.00	-24,672.00	100.00 %
255-0000-4445-1901	ALLOCATED ASSESSMENTS - IA 2019-1	25,732.00	25,732.00	0.00	0.00	-25,732.00	100.00 %
	Revenue Total:	**4,049,142.00**	**4,049,142.00**	**0.00**	**0.00**	**-4,049,142.00**	**100.00 %**
Expense							
255-0000-9960-0000	TRANSFERS OUT	4,049,142.00	4,049,142.00	0.00	0.00	4,049,142.00	100.00 %
	Expense Total:	**4,049,142.00**	**4,049,142.00**	**0.00**	**0.00**	**4,049,142.00**	**100.00 %**
Fund: 255 - COMMUNITY FAC DISTRICT (CFD) - MAINT SERVICES Surplus..		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 260 - COMMUNITY FAC DISTRICT (CFD) - PUBLIC SAFETY							
Revenue							
260-0000-4445-1602	ALLOCATED ASSESSMENTS - IA 2016-2	228,311.00	228,311.00	0.00	0.00	-228,311.00	100.00 %
260-0000-4445-1603	ALLOCATED ASSESSMENTS - IA 2016-3	54,131.00	54,131.00	0.00	0.00	-54,131.00	100.00 %
260-0000-4445-1604	ALLOCATED ASSESSMENTS - IA 2016-4	158,595.00	158,595.00	0.00	0.00	-158,595.00	100.00 %
260-0000-4445-1801	ALLOCATED ASSESSMENTS - IA 2018-1	110,457.00	110,457.00	0.00	0.00	-110,457.00	100.00 %
260-0000-4445-1901	ALLOCATED ASSESSMENTS - IA 2019-1	54,094.00	54,094.00	0.00	0.00	-54,094.00	100.00 %
	Revenue Total:	**605,588.00**	**605,588.00**	**0.00**	**0.00**	**-605,588.00**	**100.00 %**
Expense							
260-0000-9960-0000	TRANSFERS OUT	605,588.00	605,588.00	0.00	0.00	605,588.00	100.00 %
	Expense Total:	**605,588.00**	**605,588.00**	**0.00**	**0.00**	**605,588.00**	**100.00 %**
Fund: 260 - COMMUNITY FAC DISTRICT (CFD) - PUBLIC SAFETY Surplus ..		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 500 - GENERAL CAPITAL PROJECTS							
Revenue							
500-0000-9950-0000	TRANSFERS IN	3,783,340.00	3,783,340.00	0.00	0.00	-3,783,340.00	100.00 %
	Revenue Total:	**3,783,340.00**	**3,783,340.00**	**0.00**	**0.00**	**-3,783,340.00**	**100.00 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense							
500-0000-8030-0000	INFRASTRUCTURE IMPROVEMENTS	3,783,340.00	3,783,340.00	0.00	0.00	3,783,340.00	100.00 %
	Expense Total:	**3,783,340.00**	**3,783,340.00**	**0.00**	**0.00**	**3,783,340.00**	**100.00 %**
Fund: 500 - GENERAL CAPITAL PROJECTS Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 510 - COMMUNITY FACILITIES DISTRICT (CFD) - CAPITAL FUND							
Revenue							
510-0000-4445-1603	ALLOCATED ASSESSMENTS-IA 2016-3	177,685.00	177,685.00	0.00	0.00	-177,685.00	100.00 %
510-0000-4650-0000	INTEREST	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
	Revenue Total:	**217,685.00**	**217,685.00**	**0.00**	**0.00**	**-217,685.00**	**100.00 %**
Expense							
510-0000-9960-0000	TRANSFERS OUT	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
	Expense Total:	**250,000.00**	**250,000.00**	**0.00**	**0.00**	**250,000.00**	**100.00 %**
Fund: 510 - COMMUNITY FACILITIES DISTRICT (CFD) - CAPITAL FUND Su..		**-32,315.00**	**-32,315.00**	**0.00**	**0.00**	**32,315.00**	**100.00 %**
Fund: 552 - BASIC SERVICES DEVELOPMENT							
Revenue							
552-0000-4650-0000	INTEREST	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
552-0000-4915-0000	BASIC SERVICE MITIGATION FEES	180,298.00	180,298.00	0.00	0.00	-180,298.00	100.00 %
	Revenue Total:	**186,298.00**	**186,298.00**	**0.00**	**0.00**	**-186,298.00**	**100.00 %**
Fund: 552 - BASIC SERVICES DEVELOPMENT Total:		**186,298.00**	**186,298.00**	**0.00**	**0.00**	**-186,298.00**	**100.00 %**
Fund: 554 - GENERAL PLAN DEVELOPMENT							
Revenue							
554-0000-4650-0000	INTEREST	700.00	700.00	0.00	0.00	-700.00	100.00 %
554-0000-4915-0000	GENERAL PLAN MITIGATION FEES	21,250.00	21,250.00	0.00	0.00	-21,250.00	100.00 %
	Revenue Total:	**21,950.00**	**21,950.00**	**0.00**	**0.00**	**-21,950.00**	**100.00 %**
Fund: 554 - GENERAL PLAN DEVELOPMENT Total:		**21,950.00**	**21,950.00**	**0.00**	**0.00**	**-21,950.00**	**100.00 %**
Fund: 555 - RECREATIONAL FACILITIES DEVELOPMENT							
Revenue							
555-0000-4650-0000	INTEREST	6,500.00	6,500.00	0.00	0.00	-6,500.00	100.00 %
555-0000-4915-0000	RECREATION FACLITIES MITIGATION ...	308,155.00	308,155.00	0.00	0.00	-308,155.00	100.00 %
	Revenue Total:	**314,655.00**	**314,655.00**	**0.00**	**0.00**	**-314,655.00**	**100.00 %**
Fund: 555 - RECREATIONAL FACILITIES DEVELOPMENT Total:		**314,655.00**	**314,655.00**	**0.00**	**0.00**	**-314,655.00**	**100.00 %**
Fund: 556 - TRAFFIC IMPACT DEVELOPMENT							
Revenue							
556-0000-4650-0000	INTEREST	9,200.00	9,200.00	0.00	0.00	-9,200.00	100.00 %
556-0000-4915-0000	TRAFFIC SIGNAL MITIGATION FEES	115,978.00	115,978.00	0.00	0.00	-115,978.00	100.00 %
	Revenue Total:	**125,178.00**	**125,178.00**	**0.00**	**0.00**	**-125,178.00**	**100.00 %**
Expense							
556-0000-9960-0000	TRANSFERS OUT	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
	Expense Total:	**150,000.00**	**150,000.00**	**0.00**	**0.00**	**150,000.00**	**100.00 %**
Fund: 556 - TRAFFIC IMPACT DEVELOPMENT Surplus (Deficit):		**-24,822.00**	**-24,822.00**	**0.00**	**0.00**	**24,822.00**	**100.00 %**
Fund: 558 - RAILROAD CROSSING DEVELOPMENT							
Revenue							
558-0000-4650-0000	INTEREST	12,856.00	12,856.00	0.00	0.00	-12,856.00	100.00 %
558-0000-4915-0000	RAILROAD CROSSING MITIGATION FE...	124,636.00	124,636.00	0.00	0.00	-124,636.00	100.00 %
	Revenue Total:	**137,492.00**	**137,492.00**	**0.00**	**0.00**	**-137,492.00**	**100.00 %**
Fund: 558 - RAILROAD CROSSING DEVELOPMENT Total:		**137,492.00**	**137,492.00**	**0.00**	**0.00**	**-137,492.00**	**100.00 %**
Fund: 559 - POLICE FACILITIES DEVELOPMENT							
Revenue							
559-0000-4650-0000	INTEREST	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
559-0000-4915-0000	POLICE FACILITIES MITIGATION FEES	211,480.00	211,480.00	0.00	0.00	-211,480.00	100.00 %
	Revenue Total:	**216,980.00**	**216,980.00**	**0.00**	**0.00**	**-216,980.00**	**100.00 %**
Fund: 559 - POLICE FACILITIES DEVELOPMENT Total:		**216,980.00**	**216,980.00**	**0.00**	**0.00**	**-216,980.00**	**100.00 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 560 - FIRE STATION DEVELOPMENT							
Revenue							
560-0000-4650-0000	INTEREST	24,876.00	24,876.00	0.00	0.00	-24,876.00	100.00 %
560-0000-4915-0000	FIRE STATION MITIGATION FEES	244,923.00	244,923.00	0.00	0.00	-244,923.00	100.00 %
	Revenue Total:	**269,799.00**	**269,799.00**	**0.00**	**0.00**	**-269,799.00**	**100.00 %**
	Fund: 560 - FIRE STATION DEVELOPMENT Total:	**269,799.00**	**269,799.00**	**0.00**	**0.00**	**-269,799.00**	**100.00 %**
Fund: 562 - ROAD AND BRIDGE DEVELOPMENT							
Revenue							
562-0000-4650-0000	INTEREST	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
562-0000-4915-0000	ROAD AND BRIDGE MITIGATION FEES	1,055,917.00	1,055,917.00	0.00	0.00	-1,055,917.00	100.00 %
	Revenue Total:	**1,100,917.00**	**1,100,917.00**	**0.00**	**0.00**	**-1,100,917.00**	**100.00 %**
	Fund: 562 - ROAD AND BRIDGE DEVELOPMENT Total:	**1,100,917.00**	**1,100,917.00**	**0.00**	**0.00**	**-1,100,917.00**	**100.00 %**
Fund: 564 - RECYCLED WATER DEVELOPMENT							
Revenue							
564-0000-4650-0000	INTEREST	12,500.00	12,500.00	0.00	0.00	-12,500.00	100.00 %
564-0000-4915-0000	RECYCLED WATER MITIGATION FEES	334,322.00	334,322.00	0.00	0.00	-334,322.00	100.00 %
	Revenue Total:	**346,822.00**	**346,822.00**	**0.00**	**0.00**	**-346,822.00**	**100.00 %**
	Fund: 564 - RECYCLED WATER DEVELOPMENT Total:	**346,822.00**	**346,822.00**	**0.00**	**0.00**	**-346,822.00**	**100.00 %**
Fund: 566 - EMERGENCY PREPAREDNESS DEVELOPMENT							
Revenue							
566-0000-4915-0000	EMERGENCY PREPARED MITIGATION ...	310,093.00	310,093.00	0.00	0.00	-310,093.00	100.00 %
	Revenue Total:	**310,093.00**	**310,093.00**	**0.00**	**0.00**	**-310,093.00**	**100.00 %**
	Fund: 566 - EMERGENCY PREPAREDNESS DEVELOPMENT Total:	**310,093.00**	**310,093.00**	**0.00**	**0.00**	**-310,093.00**	**100.00 %**
Fund: 567 - COMMUNITY PARK DEVELOPMENT							
Revenue							
567-0000-4650-0000	INTEREST	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
567-0000-4915-0000	COMMUNITY PARKS MITIGATION FEES	505,517.00	505,517.00	0.00	0.00	-505,517.00	100.00 %
	Revenue Total:	**510,117.00**	**510,117.00**	**0.00**	**0.00**	**-510,117.00**	**100.00 %**
	Fund: 567 - COMMUNITY PARK DEVELOPMENT Total:	**510,117.00**	**510,117.00**	**0.00**	**0.00**	**-510,117.00**	**100.00 %**
Fund: 568 - REGIONAL PARK DEVELOPMENT							
Revenue							
568-0000-4650-0000	INTEREST	10,500.00	10,500.00	0.00	0.00	-10,500.00	100.00 %
	Revenue Total:	**10,500.00**	**10,500.00**	**0.00**	**0.00**	**-10,500.00**	**100.00 %**
	Fund: 568 - REGIONAL PARK DEVELOPMENT Total:	**10,500.00**	**10,500.00**	**0.00**	**0.00**	**-10,500.00**	**100.00 %**
Fund: 569 - NEIGHBORHOOLD PARK DEVELOPMENT							
Revenue							
569-0000-4650-0000	INTEREST	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
569-0000-4915-0000	NEIGHBORHOOD PARK MITIGATION ...	611,759.00	611,759.00	0.00	0.00	-611,759.00	100.00 %
	Revenue Total:	**617,259.00**	**617,259.00**	**0.00**	**0.00**	**-617,259.00**	**100.00 %**
	Fund: 569 - NEIGHBORHOOLD PARK DEVELOPMENT Total:	**617,259.00**	**617,259.00**	**0.00**	**0.00**	**-617,259.00**	**100.00 %**
Fund: 600 - INTERNAL SERVICE FUND							
Revenue							
600-0000-4100-0000	BILLING TO DEPARTMENTS	677,819.00	677,819.00	0.00	0.00	-677,819.00	100.00 %
600-0000-4650-0000	INTEREST	116,190.00	116,190.00	0.00	0.00	-116,190.00	100.00 %
600-0000-9950-0000	TRANSFERS IN	445,271.00	445,271.00	0.00	0.00	-445,271.00	100.00 %
	Revenue Total:	**1,239,280.00**	**1,239,280.00**	**0.00**	**0.00**	**-1,239,280.00**	**100.00 %**
Expense							
600-0000-9960-0000	TRANSFERS OUT	1,459,577.00	1,459,577.00	0.00	0.00	1,459,577.00	100.00 %
600-5050-8060-0000	VEHICLE REPLACEMENT EXPENSE	898,217.00	898,217.00	0.00	0.00	898,217.00	100.00 %
600-5150-7072-0000	IT EQUIPMENT REPLACEMENT EXPEN...	236,000.00	236,000.00	0.00	0.00	236,000.00	100.00 %
	Expense Total:	**2,593,794.00**	**2,593,794.00**	**0.00**	**0.00**	**2,593,794.00**	**100.00 %**
	Fund: 600 - INTERNAL SERVICE FUND Surplus (Deficit):	**-1,354,514.00**	**-1,354,514.00**	**0.00**	**0.00**	**1,354,514.00**	**100.00 %**

Budget Report **For Fiscal: 2021-2022 Period Endin 12**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 700 - WASTEWATER FUND							
Revenue							
700-0000-4503-0000	ADMIN FEE - AR BILLING	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
700-0000-4641-0000	GENERAL FINES	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
700-0000-4650-0000	INTEREST	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
700-0000-4685-0001	COST RECOVERY	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
700-0000-4750-0000	SEWER SERVICE FEES	11,609,500.00	11,609,500.00	0.00	0.00	-11,609,500.00	100.00 %
700-0000-4752-0000	SEWER PERMITS/APPL.FEES	12,000.00	12,000.00	0.00	0.00	-12,000.00	100.00 %
	Revenue Total:	**11,781,500.00**	**11,781,500.00**	**0.00**	**0.00**	**-11,781,500.00**	**100.00 %**
Expense							
700-0000-9960-0000	TRANSFERS OUT	4,972,405.00	4,972,405.00	0.00	0.00	4,972,405.00	100.00 %
700-0000-9961-0000	TRANSFER OUT - OVERHEAD	650,000.00	650,000.00	0.00	0.00	650,000.00	100.00 %
700-4050-6010-0000	SALARIES	1,367,338.00	1,367,338.00	0.00	0.00	1,367,338.00	100.00 %
700-4050-6012-0000	OVERTIME	141,907.00	141,907.00	0.00	0.00	141,907.00	100.00 %
700-4050-6016-0000	ACCRUED TIME CASH OUT	42,254.00	42,254.00	0.00	0.00	42,254.00	100.00 %
700-4050-6018-0000	OTHER COMPENSATION	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00 %
700-4050-6020-0000	HEALTH INSURANCE	208,815.00	208,815.00	0.00	0.00	208,815.00	100.00 %
700-4050-6022-0000	WORKERS COMP	65,272.00	65,272.00	0.00	0.00	65,272.00	100.00 %
700-4050-6023-0000	DISABILITY	7,364.00	7,364.00	0.00	0.00	7,364.00	100.00 %
700-4050-6024-0000	P.E.R.S./P.E.P.R.A.	293,712.00	293,712.00	0.00	0.00	293,712.00	100.00 %
700-4050-6028-0000	LIFE INSURANCE	1,176.00	1,176.00	0.00	0.00	1,176.00	100.00 %
700-4050-6030-0000	CAR ALLOWANCE	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00 %
700-4050-6034-0000	MEDICARE	20,669.00	20,669.00	0.00	0.00	20,669.00	100.00 %
700-4050-6036-0000	UNIFORMS	743.00	743.00	0.00	0.00	743.00	100.00 %
700-4050-7010-0000	UTILITIES	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
700-4050-7010-019C	UTILTIIES (IA 19C)	228.00	228.00	0.00	0.00	228.00	100.00 %
700-4050-7015-0000	TELEPHONE	17,568.00	17,568.00	0.00	0.00	17,568.00	100.00 %
700-4050-7020-0000	ADVERTISING	500.00	500.00	0.00	0.00	500.00	100.00 %
700-4050-7022-0000	LICENSE, PERMITS, FEES	111,592.00	111,592.00	0.00	0.00	111,592.00	100.00 %
700-4050-7022-002X	LICENSE, PERMITS, FEES	1,422.00	1,422.00	0.00	0.00	1,422.00	100.00 %
700-4050-7022-003X	LICENSE, PERMITS, FEES	2,558.00	2,558.00	0.00	0.00	2,558.00	100.00 %
700-4050-7022-005X	LICENSE, PERMITS, FEES - IA 5	1,660.00	1,660.00	0.00	0.00	1,660.00	100.00 %
700-4050-7022-007A	LICENSE, PERMITS, FEES	1,693.00	1,693.00	0.00	0.00	1,693.00	100.00 %
700-4050-7022-019C	LICENSE, PERMITS, FEES	3,136.00	3,136.00	0.00	0.00	3,136.00	100.00 %
700-4050-7022-06A1	LICENSE, PERMITS, FEES	1,730.00	1,730.00	0.00	0.00	1,730.00	100.00 %
700-4050-7025-0000	OFFICE SUPPLIES	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
700-4050-7027-0000	HEALTH/FITNESS	12,300.00	12,300.00	0.00	0.00	12,300.00	100.00 %
700-4050-7030-0000	DUES & SUBSCRIPTIONS	20,383.00	20,383.00	0.00	0.00	20,383.00	100.00 %
700-4050-7037-0000	VEHICLE MAINTENANCE	8,900.00	8,900.00	0.00	0.00	8,900.00	100.00 %
700-4050-7050-0000	FUEL	25,920.00	25,920.00	0.00	0.00	25,920.00	100.00 %
700-4050-7065-0000	UNIFORMS	7,560.00	7,560.00	0.00	0.00	7,560.00	100.00 %
700-4050-7066-0000	TRAVEL, EDUCATION, TRAINING	20,750.00	20,750.00	0.00	0.00	20,750.00	100.00 %
700-4050-7068-0000	CONTRACTUAL SERVICES	1,188,816.00	1,188,816.00	0.00	0.00	1,188,816.00	100.00 %
700-4050-7070-0000	SPECIAL DEPT SUPPLIES	552,200.00	552,200.00	0.00	0.00	552,200.00	100.00 %
700-4050-7071-0000	SOFTWARE	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
700-4050-7072-0000	COMPUTER SUPPLIES/MAINT	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
700-4050-7075-0000	EQUIPMENT LEASING/RENTAL	119,050.00	119,050.00	0.00	0.00	119,050.00	100.00 %
700-4050-7085-0000	BUILDING SUPPLIES/MAINT	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00 %
700-4050-7087-0000	SECURITY SERVICES	8,718.00	8,718.00	0.00	0.00	8,718.00	100.00 %
700-4050-7087-005X	SECURITY SERVICES	3,618.00	3,618.00	0.00	0.00	3,618.00	100.00 %
700-4050-7087-007A	SECURITY SERVICES	2,155.00	2,155.00	0.00	0.00	2,155.00	100.00 %
700-4050-7089-0000	BRINE LINE MAINTENANCE	530,000.00	530,000.00	0.00	0.00	530,000.00	100.00 %
700-4050-7090-0000	EQUIPMENT SUPPLIES/MAINT	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
700-4050-7900-0000	CONTINGENCY	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
700-4050-8040-0000	EQUIPMENT	198,638.00	198,638.00	0.00	0.00	198,638.00	100.00 %
700-4050-8060-0000	VEHICLES	215,000.00	215,000.00	0.00	0.00	215,000.00	100.00 %
	Expense Total:	**11,781,500.00**	**11,781,500.00**	**0.00**	**0.00**	**11,781,500.00**	**100.00 %**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 700 - WASTEWATER FUND Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 705 - WASTEWATER DEVELOPMENT							
Revenue							
705-0000-4650-0000	INTEREST	26,000.00	26,000.00	0.00	0.00	-26,000.00	100.00 %
705-6005-4915-0000	MITIGATION FEES (CAPACITY)	2,363,659.00	2,363,659.00	0.00	0.00	-2,363,659.00	100.00 %
	Revenue Total:	**2,389,659.00**	**2,389,659.00**	**0.00**	**0.00**	**-2,389,659.00**	**100.00 %**
Expense							
705-0000-9960-0000	TRANSFERS OUT	950,583.00	950,583.00	0.00	0.00	950,583.00	100.00 %
	Expense Total:	**950,583.00**	**950,583.00**	**0.00**	**0.00**	**950,583.00**	**100.00 %**
Fund: 705 - WASTEWATER DEVELOPMENT Surplus (Deficit):		**1,439,076.00**	**1,439,076.00**	**0.00**	**0.00**	**-1,439,076.00**	**100.00 %**
Fund: 710 - WASTEWATER CAPITAL PROJECTS							
Revenue							
710-0000-9950-0000	TRANSFERS IN	5,922,988.00	5,922,988.00	0.00	0.00	-5,922,988.00	100.00 %
	Revenue Total:	**5,922,988.00**	**5,922,988.00**	**0.00**	**0.00**	**-5,922,988.00**	**100.00 %**
Expense							
710-0000-7055-0000	INTEREST AND PENALTIES	3,777,988.00	3,777,988.00	0.00	0.00	3,777,988.00	100.00 %
710-0000-8030-0000	CAPITAL IMPROVEMENT	850,000.00	850,000.00	0.00	0.00	850,000.00	100.00 %
710-0000-8900-0000	DEBT SERVICE	1,295,000.00	1,295,000.00	0.00	0.00	1,295,000.00	100.00 %
	Expense Total:	**5,922,988.00**	**5,922,988.00**	**0.00**	**0.00**	**5,922,988.00**	**100.00 %**
Fund: 710 - WASTEWATER CAPITAL PROJECTS Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 750 - TRANSIT FUND							
Revenue							
750-0000-4057-0000	MEASURE A OPERATING ASSISTANCE	124,000.00	124,000.00	0.00	0.00	-124,000.00	100.00 %
750-0000-4476-1016	LCTOP GRANT	40,465.00	40,465.00	0.00	0.00	-40,465.00	100.00 %
750-0000-4650-0000	INTEREST	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
750-0000-4670-0000	ARTICLE 4 - TRANSIT	2,411,849.00	2,411,849.00	0.00	0.00	-2,411,849.00	100.00 %
750-0000-4673-0000	ROUTE 3 FAREBOX	25,003.00	25,003.00	0.00	0.00	-25,003.00	100.00 %
750-0000-4674-0000	ROUTE 4 FAREBOX	25,600.00	25,600.00	0.00	0.00	-25,600.00	100.00 %
750-0000-4675-0000	ROUTE 3/4 FAREBOX	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
750-0000-4676-0000	CASINO EXPRESS REVENUE	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
750-0000-4677-0000	ROUTE 7 FAREBOX	33,897.00	33,897.00	0.00	0.00	-33,897.00	100.00 %
750-0000-4678-0000	ROUTE 9 FAREBOX	13,000.00	13,000.00	0.00	0.00	-13,000.00	100.00 %
750-0000-4680-0000	ROUTE 120 FAREBOX	33,600.00	33,600.00	0.00	0.00	-33,600.00	100.00 %
750-0000-4683-0000	ROUTE 125 FAREBOX	10,550.00	10,550.00	0.00	0.00	-10,550.00	100.00 %
750-0000-4691-0000	DAR - FAREBOX	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
	Revenue Total:	**2,745,964.00**	**2,745,964.00**	**0.00**	**0.00**	**-2,745,964.00**	**100.00 %**
Expense							
750-7000-6010-0000	SALARIES	108,001.00	108,001.00	0.00	0.00	108,001.00	100.00 %
750-7000-6012-0000	OVERTIME	625.00	625.00	0.00	0.00	625.00	100.00 %
750-7000-6016-0000	ACCRUED TIME CASH OUT	1,684.00	1,684.00	0.00	0.00	1,684.00	100.00 %
750-7000-6020-0000	HEALTH INSURANCE	13,836.00	13,836.00	0.00	0.00	13,836.00	100.00 %
750-7000-6022-0000	WORKERS COMP	5,174.00	5,174.00	0.00	0.00	5,174.00	100.00 %
750-7000-6023-0000	DISABILITY	395.00	395.00	0.00	0.00	395.00	100.00 %
750-7000-6024-0000	P.E.R.S./P.E.P.R.A.	20,323.00	20,323.00	0.00	0.00	20,323.00	100.00 %
750-7000-6028-0000	LIFE INSURANCE	63.00	63.00	0.00	0.00	63.00	100.00 %
750-7000-6030-0000	CAR ALLOWANCE	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00 %
750-7000-6034-0000	MEDICARE	1,530.00	1,530.00	0.00	0.00	1,530.00	100.00 %
750-7000-6035-0000	FICA/PARS	164.00	164.00	0.00	0.00	164.00	100.00 %
750-7000-7010-0000	UTILITIES	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
750-7000-7015-0000	TELEPHONE	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
750-7000-7025-0000	OFFICE SUPPLIES	3,577.00	3,577.00	0.00	0.00	3,577.00	100.00 %
750-7000-7027-0000	HEALTH/FITNESS	750.00	750.00	0.00	0.00	750.00	100.00 %
750-7000-7030-0000	DUES & SUBSCRIPTIONS	535.00	535.00	0.00	0.00	535.00	100.00 %
750-7000-7035-0000	LOCAL MEETINGS	150.00	150.00	0.00	0.00	150.00	100.00 %
750-7000-7065-0000	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
750-7000-7066-0000	TRAVEL, EDUCATION, TRAINING	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
750-7000-7068-0000	CONTRACTUAL SERVICES	6,600.00	6,600.00	0.00	0.00	6,600.00	100.00 %
750-7000-7070-0000	SPECIAL DEPT SUPPLIES	350.00	350.00	0.00	0.00	350.00	100.00 %
750-7000-7075-0000	EQUIPMENT LEASING/RENTAL	6,250.00	6,250.00	0.00	0.00	6,250.00	100.00 %
750-7000-7085-0000	BUILDING SUPPLIES/MAINT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
750-7000-7087-0000	SECURITY SERVICES	720.00	720.00	0.00	0.00	720.00	100.00 %
750-7000-8071-0000	Building Maintenance ISF	7,696.00	7,696.00	0.00	0.00	7,696.00	100.00 %
750-7100-6010-0000	SALARIES	83,592.00	83,592.00	0.00	0.00	83,592.00	100.00 %
750-7100-6012-0000	OVERTIME	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7100-6016-0000	ACCRUED TIME CASH OUT	2,681.00	2,681.00	0.00	0.00	2,681.00	100.00 %
750-7100-6020-0000	HEALTH INSURANCE	13,935.00	13,935.00	0.00	0.00	13,935.00	100.00 %
750-7100-6022-0000	WORKERS COMP	3,916.00	3,916.00	0.00	0.00	3,916.00	100.00 %
750-7100-6023-0000	DISABILITY	658.00	658.00	0.00	0.00	658.00	100.00 %
750-7100-6024-0000	P.E.R.S./P.E.P.R.A.	5,677.00	5,677.00	0.00	0.00	5,677.00	100.00 %
750-7100-6028-0000	LIFE INSURANCE	105.00	105.00	0.00	0.00	105.00	100.00 %
750-7100-6034-0000	MEDICARE	1,214.00	1,214.00	0.00	0.00	1,214.00	100.00 %
750-7100-6035-0000	FICA/PARS	164.00	164.00	0.00	0.00	164.00	100.00 %
750-7100-7015-0000	TELEPHONE	500.00	500.00	0.00	0.00	500.00	100.00 %
750-7100-7027-0000	HEALTH/FITNESS	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00 %
750-7100-7037-0000	VEHICLE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7100-7050-0000	FUEL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
750-7100-7053-0000	PERMITS, FEES AND LICENSES	710.00	710.00	0.00	0.00	710.00	100.00 %
750-7100-7065-0000	UNIFORMS	520.00	520.00	0.00	0.00	520.00	100.00 %
750-7100-7068-0000	CONTRACTUAL SERVICES	1,540.00	1,540.00	0.00	0.00	1,540.00	100.00 %
750-7100-7070-0000	SPECIAL DEPT SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
750-7100-7071-0000	SOFTWARE	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
750-7300-6010-0000	SALARIES	362,145.00	362,145.00	0.00	0.00	362,145.00	100.00 %
750-7300-6012-0000	OVERTIME	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
750-7300-6016-0000	ACCRUED TIME CASH OUT	18,840.00	18,840.00	0.00	0.00	18,840.00	100.00 %
750-7300-6020-0000	HEALTH INSURANCE	73,398.00	73,398.00	0.00	0.00	73,398.00	100.00 %
750-7300-6022-0000	WORKERS COMP	18,257.00	18,257.00	0.00	0.00	18,257.00	100.00 %
750-7300-6023-0000	DISABILITY	2,630.00	2,630.00	0.00	0.00	2,630.00	100.00 %
750-7300-6024-0000	P.E.R.S./P.E.P.R.A.	65,337.00	65,337.00	0.00	0.00	65,337.00	100.00 %
750-7300-6028-0000	LIFE INSURANCE	420.00	420.00	0.00	0.00	420.00	100.00 %
750-7300-6034-0000	MEDICARE	5,604.00	5,604.00	0.00	0.00	5,604.00	100.00 %
750-7300-7010-0000	UTILITIES	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
750-7300-7015-0000	TELEPHONE	700.00	700.00	0.00	0.00	700.00	100.00 %
750-7300-7025-0000	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
750-7300-7027-0000	HEALTH/FITNESS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7300-7037-0000	VEHICLE MAINTENANCE	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
750-7300-7038-0000	ALLOC VEHICLE MAINTENANCE	-75,000.00	-75,000.00	0.00	0.00	-75,000.00	100.00 %
750-7300-7050-0000	FUEL	10,644.00	10,644.00	0.00	0.00	10,644.00	100.00 %
750-7300-7053-0000	PERMITS, FEES AND LICENSES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7300-7065-0000	UNIFORMS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7300-7066-0000	TRAVEL, EDUCATION, TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
750-7300-7068-0000	CONTRACTUAL SERVICES	1,560.00	1,560.00	0.00	0.00	1,560.00	100.00 %
750-7300-7070-0000	SPECIAL DEPT SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7300-7071-0000	SOFTWARE	8,688.00	8,688.00	0.00	0.00	8,688.00	100.00 %
750-7300-7085-0000	BUILDING SUPPLIES/MAINT	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00 %
750-7300-7087-0000	SECURITY SERVICES	750.00	750.00	0.00	0.00	750.00	100.00 %
750-7400-6010-0000	SALARIES	252,934.00	252,934.00	0.00	0.00	252,934.00	100.00 %
750-7400-6012-0000	OVERTIME	10,025.00	10,025.00	0.00	0.00	10,025.00	100.00 %
750-7400-6016-0000	ACCRUED TIME CASH OUT	12,080.00	12,080.00	0.00	0.00	12,080.00	100.00 %
750-7400-6020-0000	HEALTH INSURANCE	36,094.00	36,094.00	0.00	0.00	36,094.00	100.00 %
750-7400-6022-0000	WORKERS COMP	12,783.00	12,783.00	0.00	0.00	12,783.00	100.00 %
750-7400-6023-0000	DISABILITY	2,209.00	2,209.00	0.00	0.00	2,209.00	100.00 %
750-7400-6024-0000	P.E.R.S./P.E.P.R.A.	63,161.00	63,161.00	0.00	0.00	63,161.00	100.00 %
750-7400-6028-0000	LIFE INSURANCE	353.00	353.00	0.00	0.00	353.00	100.00 %
750-7400-6030-0000	CAR ALLOWANCE	210.00	210.00	0.00	0.00	210.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
750-7400-6034-0000	MEDICARE	4,028.00	4,028.00	0.00	0.00	4,028.00	100.00 %
750-7400-7015-0000	TELEPHONE	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
750-7400-7027-0000	HEALTH/FITNESS	2,520.00	2,520.00	0.00	0.00	2,520.00	100.00 %
750-7400-7037-0000	VEHICLE MAINTENANCE	31,014.00	31,014.00	0.00	0.00	31,014.00	100.00 %
750-7400-7050-0000	FUEL	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
750-7400-7053-0000	PERMITS, FEES AND LICENSES	3,550.00	3,550.00	0.00	0.00	3,550.00	100.00 %
750-7400-7065-0000	UNIFORMS	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
750-7400-7068-0000	CONTRACTUAL EXPENSES	11,460.00	11,460.00	0.00	0.00	11,460.00	100.00 %
750-7400-7070-0000	SPECIAL DEPT SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
750-7400-7071-0000	SOFTWARE	9,200.00	9,200.00	0.00	0.00	9,200.00	100.00 %
750-7600-6010-0000	SALARIES	129,320.00	129,320.00	0.00	0.00	129,320.00	100.00 %
750-7600-6012-0000	OVERTIME	5,025.00	5,025.00	0.00	0.00	5,025.00	100.00 %
750-7600-6016-0000	ACCRUED TIME CASH OUT	5,547.00	5,547.00	0.00	0.00	5,547.00	100.00 %
750-7600-6020-0000	HEALTH INSURANCE	20,676.00	20,676.00	0.00	0.00	20,676.00	100.00 %
750-7600-6022-0000	WORKERS COMP	6,542.00	6,542.00	0.00	0.00	6,542.00	100.00 %
750-7600-6023-0000	DISABILITY	1,157.00	1,157.00	0.00	0.00	1,157.00	100.00 %
750-7600-6024-0000	P.E.R.S./P.E.P.R.A.	12,851.00	12,851.00	0.00	0.00	12,851.00	100.00 %
750-7600-6028-0000	LIFE INSURANCE	185.00	185.00	0.00	0.00	185.00	100.00 %
750-7600-6030-0000	CAR ALLOWANCE	210.00	210.00	0.00	0.00	210.00	100.00 %
750-7600-6034-0000	MEDICARE	2,051.00	2,051.00	0.00	0.00	2,051.00	100.00 %
750-7600-7015-0000	TELEPHONE	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00 %
750-7600-7027-0000	HEALTH/FITNESS	1,320.00	1,320.00	0.00	0.00	1,320.00	100.00 %
750-7600-7037-0000	VEHICLE MAINTENANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
750-7600-7050-0000	FUEL	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
750-7600-7053-0000	PERMITS, FEES AND LICENSES	900.00	900.00	0.00	0.00	900.00	100.00 %
750-7600-7065-0000	UNIFORMS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
750-7600-7068-0000	CONTRACTUAL SERVICES	6,160.00	6,160.00	0.00	0.00	6,160.00	100.00 %
750-7600-7070-0000	SPECIAL DEPT SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
750-7600-7071-0000	SOFTWARE	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
750-7800-6010-0000	SALARIES	69,541.00	69,541.00	0.00	0.00	69,541.00	100.00 %
750-7800-6012-0000	OVERTIME	2,525.00	2,525.00	0.00	0.00	2,525.00	100.00 %
750-7800-6016-0000	ACCRUED TIME CASH OUT	2,416.00	2,416.00	0.00	0.00	2,416.00	100.00 %
750-7800-6020-0000	HEALTH INSURANCE	11,211.00	11,211.00	0.00	0.00	11,211.00	100.00 %
750-7800-6022-0000	WORKERS COMP	3,524.00	3,524.00	0.00	0.00	3,524.00	100.00 %
750-7800-6023-0000	DISABILITY	631.00	631.00	0.00	0.00	631.00	100.00 %
750-7800-6024-0000	P.E.R.S./P.E.P.R.A.	8,090.00	8,090.00	0.00	0.00	8,090.00	100.00 %
750-7800-6028-0000	LIFE INSURANCE	101.00	101.00	0.00	0.00	101.00	100.00 %
750-7800-6030-0000	CAR ALLOWANCE	210.00	210.00	0.00	0.00	210.00	100.00 %
750-7800-6034-0000	MEDICARE	1,093.00	1,093.00	0.00	0.00	1,093.00	100.00 %
750-7800-6035-0000	FICA/PARS	662.00	662.00	0.00	0.00	662.00	100.00 %
750-7800-7015-0000	TELEPHONE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
750-7800-7027-0000	HEALTH/FITNESS	720.00	720.00	0.00	0.00	720.00	100.00 %
750-7800-7037-0000	VEHICLE MAINTENANCE	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
750-7800-7050-0000	FUEL	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
750-7800-7053-0000	PERMITS, FEES AND LICENSES	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %
750-7800-7065-0000	UNIFORMS	520.00	520.00	0.00	0.00	520.00	100.00 %
750-7800-7068-0000	CONTRACTUAL SERVICES	4,620.00	4,620.00	0.00	0.00	4,620.00	100.00 %
750-7800-7070-0000	SPECIAL DEPT SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
750-7800-7071-0000	SOFTWARE	5,100.00	5,100.00	0.00	0.00	5,100.00	100.00 %
750-7900-6010-0000	SALARIES	122,754.00	122,754.00	0.00	0.00	122,754.00	100.00 %
750-7900-6012-0000	OVERTIME	5,025.00	5,025.00	0.00	0.00	5,025.00	100.00 %
750-7900-6016-0000	ACCRUED TIME CASH OUT	3,693.00	3,693.00	0.00	0.00	3,693.00	100.00 %
750-7900-6020-0000	HEALTH INSURANCE	19,821.00	19,821.00	0.00	0.00	19,821.00	100.00 %
750-7900-6022-0000	WORKERS COMP	6,214.00	6,214.00	0.00	0.00	6,214.00	100.00 %
750-7900-6023-0000	DISABILITY	1,157.00	1,157.00	0.00	0.00	1,157.00	100.00 %
750-7900-6024-0000	P.E.R.S./P.E.P.R.A.	12,333.00	12,333.00	0.00	0.00	12,333.00	100.00 %
750-7900-6028-0000	LIFE INSURANCE	185.00	185.00	0.00	0.00	185.00	100.00 %
750-7900-6030-0000	CAR ALLOWANCE	210.00	210.00	0.00	0.00	210.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
750-7900-6034-0000	MEDICARE	1,929.00	1,929.00	0.00	0.00	1,929.00	100.00 %
750-7900-7015-0000	TELEPHONE	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00 %
750-7900-7027-0000	HEALTH/FITNESS	1,320.00	1,320.00	0.00	0.00	1,320.00	100.00 %
750-7900-7037-0000	VEHICLE MAINTENANCE	6,240.00	6,240.00	0.00	0.00	6,240.00	100.00 %
750-7900-7050-0000	FUEL	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
750-7900-7053-0000	PERMITS, FEES AND LICENSES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
750-7900-7065-0000	UNIFORMS	1,040.00	1,040.00	0.00	0.00	1,040.00	100.00 %
750-7900-7068-0000	CONTRACTUAL SERVICES	3,080.00	3,080.00	0.00	0.00	3,080.00	100.00 %
750-7900-7070-0000	SPECIAL DEPT SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
750-7900-7071-0000	SOFTWARE	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
750-8000-6010-0000	SALARIES	52,089.00	52,089.00	0.00	0.00	52,089.00	100.00 %
750-8000-6012-0000	OVERTIME	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
750-8000-6016-0000	ACCRUED TIME CASH OUT	2,656.00	2,656.00	0.00	0.00	2,656.00	100.00 %
750-8000-6020-0000	HEALTH INSURANCE	16,218.00	16,218.00	0.00	0.00	16,218.00	100.00 %
750-8000-6022-0000	WORKERS COMP	2,634.00	2,634.00	0.00	0.00	2,634.00	100.00 %
750-8000-6023-0000	DISABILITY	526.00	526.00	0.00	0.00	526.00	100.00 %
750-8000-6024-0000	P.E.R.S./P.E.P.R.A.	4,155.00	4,155.00	0.00	0.00	4,155.00	100.00 %
750-8000-6028-0000	LIFE INSURANCE	84.00	84.00	0.00	0.00	84.00	100.00 %
750-8000-6034-0000	MEDICARE	839.00	839.00	0.00	0.00	839.00	100.00 %
750-8000-7015-0000	TELEPHONE	500.00	500.00	0.00	0.00	500.00	100.00 %
750-8000-7027-0000	HEALTH/FITNESS	600.00	600.00	0.00	0.00	600.00	100.00 %
750-8000-7037-0000	VEHICLE MAINTENANCE	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
750-8000-7050-0000	FUEL	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
750-8000-7053-0000	PERMITS, FEES AND LICENSES	800.00	800.00	0.00	0.00	800.00	100.00 %
750-8000-7065-0000	UNIFORMS	320.00	320.00	0.00	0.00	320.00	100.00 %
750-8000-7068-0000	CONTRACTUAL SERVICES	1,540.00	1,540.00	0.00	0.00	1,540.00	100.00 %
750-8000-7070-0000	SPECIAL DEPT SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
750-8000-7071-0000	SOFTWARE	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
750-8100-6010-0000	SALARIES	43,654.00	43,654.00	0.00	0.00	43,654.00	100.00 %
750-8100-6016-0000	ACCRUED TIME CASH OUT	3,300.00	3,300.00	0.00	0.00	3,300.00	100.00 %
750-8100-6022-0000	WORKERS COMP	2,243.00	2,243.00	0.00	0.00	2,243.00	100.00 %
750-8100-6024-0000	P.E.R.S./P.E.P.R.A.	1,705.00	1,705.00	0.00	0.00	1,705.00	100.00 %
750-8100-6034-0000	MEDICARE	698.00	698.00	0.00	0.00	698.00	100.00 %
750-8100-6035-0000	FICA/PARS	331.00	331.00	0.00	0.00	331.00	100.00 %
750-8100-7015-0000	TELEPHONE	500.00	500.00	0.00	0.00	500.00	100.00 %
750-8100-7027-0000	HEALTH/FITNESS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
750-8100-7037-0000	VEHICLE MAINTENANCE	4,600.00	4,600.00	0.00	0.00	4,600.00	100.00 %
750-8100-7050-0000	FUEL	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00 %
750-8100-7053-0000	PERMITS, FEES AND LICENSES	710.00	710.00	0.00	0.00	710.00	100.00 %
750-8100-7065-0000	UNIFORMS	370.00	370.00	0.00	0.00	370.00	100.00 %
750-8100-7068-0000	CONTRACTUAL SERVICES	2,240.00	2,240.00	0.00	0.00	2,240.00	100.00 %
750-8100-7070-0000	SPECIAL DEPT SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
750-8100-7071-0000	SOFTWARE	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
750-8200-6010-0000	SALARIES	50,485.00	50,485.00	0.00	0.00	50,485.00	100.00 %
750-8200-6016-0000	ACCRUED TIME CASH OUT	2,523.00	2,523.00	0.00	0.00	2,523.00	100.00 %
750-8200-6022-0000	WORKERS COMP	2,584.00	2,584.00	0.00	0.00	2,584.00	100.00 %
750-8200-6034-0000	MEDICARE	786.00	786.00	0.00	0.00	786.00	100.00 %
750-8200-6035-0000	FICA/PARS	705.00	705.00	0.00	0.00	705.00	100.00 %
750-8200-7015-0000	TELEPHONE	500.00	500.00	0.00	0.00	500.00	100.00 %
750-8200-7027-0000	HEALTH/FITNESS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
750-8200-7037-0000	VEHICLE MAINTENANCE	3,680.00	3,680.00	0.00	0.00	3,680.00	100.00 %
750-8200-7050-0000	FUEL	9,200.00	9,200.00	0.00	0.00	9,200.00	100.00 %
750-8200-7053-0000	PERMITS, FEES, AND LICENSES	710.00	710.00	0.00	0.00	710.00	100.00 %
750-8200-7065-0000	UNIFORMS	950.00	950.00	0.00	0.00	950.00	100.00 %
750-8200-7068-0000	CONTRACTUAL SERVICES	2,240.00	2,240.00	0.00	0.00	2,240.00	100.00 %
750-8200-7070-0000	SPECIAL DEPT SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
750-8200-7071-0000	SOFTWARE	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
750-8300-6010-0000	SALARIES	129,668.00	129,668.00	0.00	0.00	129,668.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
750-8300-6012-0000	OVERTIME	5,025.00	5,025.00	0.00	0.00	5,025.00	100.00 %
750-8300-6016-0000	ACCRUED TIME	5,631.00	5,631.00	0.00	0.00	5,631.00	100.00 %
750-8300-6020-0000	HEALTH INS	31,525.00	31,525.00	0.00	0.00	31,525.00	100.00 %
750-8300-6022-0000	WORKERS COMP	6,560.00	6,560.00	0.00	0.00	6,560.00	100.00 %
750-8300-6023-0000	DISABILITY	1,157.00	1,157.00	0.00	0.00	1,157.00	100.00 %
750-8300-6024-0000	P.E.R.S./P.E.P.R.A.	31,568.00	31,568.00	0.00	0.00	31,568.00	100.00 %
750-8300-6028-0000	LIFE INS	185.00	185.00	0.00	0.00	185.00	100.00 %
750-8300-6030-0000	CAR ALLOWANCE	210.00	210.00	0.00	0.00	210.00	100.00 %
750-8300-6034-0000	MEDICARE	2,057.00	2,057.00	0.00	0.00	2,057.00	100.00 %
750-8300-7015-0000	TELEPHONE	950.00	950.00	0.00	0.00	950.00	100.00 %
750-8300-7027-0000	HEALTH/FITNESS	1,320.00	1,320.00	0.00	0.00	1,320.00	100.00 %
750-8300-7037-0000	VEHICLE MAINTENANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
750-8300-7050-0000	FUEL	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
750-8300-7065-0000	UNIFORMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
750-8300-7068-0000	CONTRACTUAL SERVICES	3,080.00	3,080.00	0.00	0.00	3,080.00	100.00 %
750-8300-7070-0000	SPECIAL DEPT SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
750-8300-7071-0000	SOFTWARE	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
	Expense Total:	**2,535,849.00**	**2,535,849.00**	**0.00**	**0.00**	**2,535,849.00**	**100.00 %**
	Fund: 750 - TRANSIT FUND Surplus (Deficit):	**210,115.00**	**210,115.00**	**0.00**	**0.00**	**-210,115.00**	**100.00 %**
Fund: 760 - TRANSIT CAPITAL PROJECTS							
Revenue							
760-0000-4476-1016	LCTOP Revenue	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
760-0000-4672-0000	ARTICLE 4 - CAPITAL	1,484,000.00	1,484,000.00	0.00	0.00	-1,484,000.00	100.00 %
760-0000-4676-0000	STATE OF GOOD REPAIR (SGR) GRANT	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
	Revenue Total:	**1,584,000.00**	**1,584,000.00**	**0.00**	**0.00**	**-1,584,000.00**	**100.00 %**
Expense							
760-0000-7071-0000	SOFTWARE	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
760-0000-8040-0000	EQUIPMENT	170,000.00	170,000.00	0.00	0.00	170,000.00	100.00 %
760-0000-8062-0000	BUS PURCHASES	1,400,000.00	1,400,000.00	0.00	0.00	1,400,000.00	100.00 %
	Expense Total:	**1,584,000.00**	**1,584,000.00**	**0.00**	**0.00**	**1,584,000.00**	**100.00 %**
	Fund: 760 - TRANSIT CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 840 - COMMUNITY FACILITIES DISTRICT (CFD) - BOND MGMT							
Revenue							
840-0000-4445-001A	ALLOCATED ASSESSMENTS - IA 1A	168,438.00	168,438.00	0.00	0.00	-168,438.00	100.00 %
840-0000-4445-002X	ALLOCATED ASSESSMENTS - IA 2	16,642.00	16,642.00	0.00	0.00	-16,642.00	100.00 %
840-0000-4445-003X	ALLOCATED ASSESSMENTS - IA 3	212,400.00	212,400.00	0.00	0.00	-212,400.00	100.00 %
840-0000-4445-004X	ALLOCATED ASSESSMENTS - IA 4	291,889.00	291,889.00	0.00	0.00	-291,889.00	100.00 %
840-0000-4445-005X	ALLOCATED ASSESSMENTS - IA 5	261,645.00	261,645.00	0.00	0.00	-261,645.00	100.00 %
840-0000-4445-007A	ALLOCATED ASSESSMENTS - IA 7A	673,325.00	673,325.00	0.00	0.00	-673,325.00	100.00 %
840-0000-4445-007B	ALLOCATED ASSESSMENTS - IA 7B	309,644.00	309,644.00	0.00	0.00	-309,644.00	100.00 %
840-0000-4445-007C	ALLOCATED ASSESSMENTS - IA 7C	112,637.00	112,637.00	0.00	0.00	-112,637.00	100.00 %
840-0000-4445-007D	ALLOCATED ASSESSMENTS - IA 7D	211,750.00	211,750.00	0.00	0.00	-211,750.00	100.00 %
840-0000-4445-008A	ALLOCATED ASSESSMENTS - IA 8A	483,957.00	483,957.00	0.00	0.00	-483,957.00	100.00 %
840-0000-4445-008B	ALLOCATED ASSESSMENTS - IA 8B	419,045.00	419,045.00	0.00	0.00	-419,045.00	100.00 %
840-0000-4445-008C	ALLOCATED ASSESSMENTS - IA 8C	1,464,621.00	1,464,621.00	0.00	0.00	-1,464,621.00	100.00 %
840-0000-4445-008D	ALLOCATED ASSESSMENTS - IA 8D	432,142.00	432,142.00	0.00	0.00	-432,142.00	100.00 %
840-0000-4445-008E	ALLOCATED ASSESSMENTS - IA 8E	642,850.00	642,850.00	0.00	0.00	-642,850.00	100.00 %
840-0000-4445-008F	ALLOCATED ASSESSMENTS-IA8F	588,100.00	588,100.00	0.00	0.00	-588,100.00	100.00 %
840-0000-4445-008X	ALLOCATED ASSESSMENTS - IA 8	633,831.00	633,831.00	0.00	0.00	-633,831.00	100.00 %
840-0000-4445-009X	ALLOCATED ASSESSMENTS - IA 9	40,200.00	40,200.00	0.00	0.00	-40,200.00	100.00 %
840-0000-4445-010A	ALLOCATED ASSESSMENTS - IA 10A	139,000.00	139,000.00	0.00	0.00	-139,000.00	100.00 %
840-0000-4445-011A	ALLOCATED ASSESSMENTS - IA 11A	83,650.00	83,650.00	0.00	0.00	-83,650.00	100.00 %
840-0000-4445-012A	ALLOCATED ASSESSMENTS - IA 12A	83,650.00	83,650.00	0.00	0.00	-83,650.00	100.00 %
840-0000-4445-014A	ALLOCATED ASSESSMENTS - IA 14A	1,106,640.00	1,106,640.00	0.00	0.00	-1,106,640.00	100.00 %
840-0000-4445-014B	ALLOCATED ASSESSMENTS - IA 14B	274,835.00	274,835.00	0.00	0.00	-274,835.00	100.00 %
840-0000-4445-014X	ALLOCATED ASSESSMENTS - IA 14	596,818.00	596,818.00	0.00	0.00	-596,818.00	100.00 %
840-0000-4445-016X	ALLOCATED ASSESSMENTS - IA 16	567,419.00	567,419.00	0.00	0.00	-567,419.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
840-0000-4445-017A	ALLOCATED ASSESSMENTS - IA 17A	848,750.00	848,750.00	0.00	0.00	-848,750.00	100.00 %
840-0000-4445-017B	ALLOCATED ASSESSMENTS - IA 17B	700,649.00	700,649.00	0.00	0.00	-700,649.00	100.00 %
840-0000-4445-017C	ALLOCATED ASSESSMENTS - IA 17C	449,525.00	449,525.00	0.00	0.00	-449,525.00	100.00 %
840-0000-4445-018X	ALLOCATED ASSESSMENTS - IA 18	383,444.00	383,444.00	0.00	0.00	-383,444.00	100.00 %
840-0000-4445-019A	ALLOCATED ASSESSMENTS - IA 19A	1,497,350.00	1,497,350.00	0.00	0.00	-1,497,350.00	100.00 %
840-0000-4445-019C	ALLOCATED ASSESSMENTS - IA 19C	1,747,884.00	1,747,884.00	0.00	0.00	-1,747,884.00	100.00 %
840-0000-4445-020X	ALLOCATED ASSESSMENTS - IA 20	265,240.00	265,240.00	0.00	0.00	-265,240.00	100.00 %
840-0000-4445-06A1	ALLOCATED ASSESSMENTS - IA 6A1	2,339,706.00	2,339,706.00	0.00	0.00	-2,339,706.00	100.00 %
840-0000-4445-1601	ALLOCATED ASSESSMENTS - IA 2016-1	546,638.00	546,638.00	0.00	0.00	-546,638.00	100.00 %
840-0000-4445-1602	ALLOCATED ASSESSMENTS - IA 2016-2	636,900.00	636,900.00	0.00	0.00	-636,900.00	100.00 %
840-0000-4445-1604	ALLOCATED ASSESSMENTS - IA 2016-4	245,675.00	245,675.00	0.00	0.00	-245,675.00	100.00 %
840-0000-4445-1901	ALLOCATED ASSESSMENTS - IA 1901	124,638.00	124,638.00	0.00	0.00	-124,638.00	100.00 %
	Revenue Total:	**19,601,527.00**	**19,601,527.00**	**0.00**	**0.00**	**-19,601,527.00**	**100.00 %**
Expense							
840-0000-7055-001A	INTEREST - IA 1A	37,882.00	37,882.00	0.00	0.00	37,882.00	100.00 %
840-0000-7055-002X	INTEREST - IA 2	4,972.00	4,972.00	0.00	0.00	4,972.00	100.00 %
840-0000-7055-003X	INTEREST - IA 3	87,400.00	87,400.00	0.00	0.00	87,400.00	100.00 %
840-0000-7055-004X	INTEREST - IA 4	66,475.00	66,475.00	0.00	0.00	66,475.00	100.00 %
840-0000-7055-005X	INTEREST - IA 5	58,844.00	58,844.00	0.00	0.00	58,844.00	100.00 %
840-0000-7055-007A	INTEREST - IA 7A	438,325.00	438,325.00	0.00	0.00	438,325.00	100.00 %
840-0000-7055-007B	INTEREST - IA 7B	169,644.00	169,644.00	0.00	0.00	169,644.00	100.00 %
840-0000-7055-007C	INTEREST - IA 7C	82,637.00	82,637.00	0.00	0.00	82,637.00	100.00 %
840-0000-7055-007D	INTEREST - IA 7D	136,750.00	136,750.00	0.00	0.00	136,750.00	100.00 %
840-0000-7055-008A	INTEREST - IA 8A	207,038.00	207,038.00	0.00	0.00	207,038.00	100.00 %
840-0000-7055-008B	INTEREST - IA 8B	199,045.00	199,045.00	0.00	0.00	199,045.00	100.00 %
840-0000-7055-008C	INTEREST - IA 8C	1,140,015.00	1,140,015.00	0.00	0.00	1,140,015.00	100.00 %
840-0000-7055-008D	INTEREST - IA 8D	382,917.00	382,917.00	0.00	0.00	382,917.00	100.00 %
840-0000-7055-008E	INTEREST - IA 8E	272,850.00	272,850.00	0.00	0.00	272,850.00	100.00 %
840-0000-7055-008F	INTEREST-IA8F	528,100.00	528,100.00	0.00	0.00	528,100.00	100.00 %
840-0000-7055-008X	INTEREST - IA 8	213,831.00	213,831.00	0.00	0.00	213,831.00	100.00 %
840-0000-7055-009X	INTEREST - IA 9	15,200.00	15,200.00	0.00	0.00	15,200.00	100.00 %
840-0000-7055-010A	INTEREST - IA 10A	59,000.00	59,000.00	0.00	0.00	59,000.00	100.00 %
840-0000-7055-011A	INTEREST - IA 11A	33,650.00	33,650.00	0.00	0.00	33,650.00	100.00 %
840-0000-7055-012A	INTEREST - IA 12A	33,650.00	33,650.00	0.00	0.00	33,650.00	100.00 %
840-0000-7055-014A	INTEREST - IA 14A	411,640.00	411,640.00	0.00	0.00	411,640.00	100.00 %
840-0000-7055-014B	INTEREST - IA 14B	130,383.00	130,383.00	0.00	0.00	130,383.00	100.00 %
840-0000-7055-014X	INTEREST - IA 14	191,818.00	191,818.00	0.00	0.00	191,818.00	100.00 %
840-0000-7055-016X	INTEREST - IA 16	227,419.00	227,419.00	0.00	0.00	227,419.00	100.00 %
840-0000-7055-017A	INTEREST - IA 17A	428,750.00	428,750.00	0.00	0.00	428,750.00	100.00 %
840-0000-7055-017B	INTEREST - IA 17B	165,649.00	165,649.00	0.00	0.00	165,649.00	100.00 %
840-0000-7055-017C	INTEREST - IA 17C	399,525.00	399,525.00	0.00	0.00	399,525.00	100.00 %
840-0000-7055-018X	INTEREST - IA 18	148,444.00	148,444.00	0.00	0.00	148,444.00	100.00 %
840-0000-7055-019A	INTEREST - IA 19A	692,350.00	692,350.00	0.00	0.00	692,350.00	100.00 %
840-0000-7055-019C	INTEREST - IA 19C	726,080.00	726,080.00	0.00	0.00	726,080.00	100.00 %
840-0000-7055-020X	INTEREST - IA 20	170,240.00	170,240.00	0.00	0.00	170,240.00	100.00 %
840-0000-7055-06A1	INTEREST - IA 6A1	1,004,422.00	1,004,422.00	0.00	0.00	1,004,422.00	100.00 %
840-0000-7055-1601	INTEREST - IA 2016-1	381,638.00	381,638.00	0.00	0.00	381,638.00	100.00 %
840-0000-7055-1602	INTEREST - IA 2016-2	446,900.00	446,900.00	0.00	0.00	446,900.00	100.00 %
840-0000-7055-1604	INTEREST	170,675.00	170,675.00	0.00	0.00	170,675.00	100.00 %
840-0000-7055-1901	INTEREST - IA 2019-1	74,638.00	74,638.00	0.00	0.00	74,638.00	100.00 %
840-0000-8900-001A	DEBT SERVICE - IA 1A	130,556.00	130,556.00	0.00	0.00	130,556.00	100.00 %
840-0000-8900-002X	DEBT SERVICE - IA 2	11,670.00	11,670.00	0.00	0.00	11,670.00	100.00 %
840-0000-8900-003X	DEBT SERVICE - IA 3	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
840-0000-8900-004X	DEBT SERVICE - IA 4	225,414.00	225,414.00	0.00	0.00	225,414.00	100.00 %
840-0000-8900-005X	DEBT SERVICE - IA 5	202,801.00	202,801.00	0.00	0.00	202,801.00	100.00 %
840-0000-8900-007A	DEBT SERVICE - IA 7A	235,000.00	235,000.00	0.00	0.00	235,000.00	100.00 %
840-0000-8900-007B	DEBT SERVICE - IA 7B	140,000.00	140,000.00	0.00	0.00	140,000.00	100.00 %
840-0000-8900-007C	DEBT SERVICE - IA 7C	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
840-0000-8900-007D	DEBT SERVICE - IA 7D	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
840-0000-8900-008A	DEBT SERVICE - IA 8A	276,919.00	276,919.00	0.00	0.00	276,919.00	100.00 %
840-0000-8900-008B	DEBT SERVICE - IA 8B	220,000.00	220,000.00	0.00	0.00	220,000.00	100.00 %
840-0000-8900-008C	DEBT SERVICE - IA 8C	324,606.00	324,606.00	0.00	0.00	324,606.00	100.00 %
840-0000-8900-008D	DEBT SERVICE - IA 8D	49,225.00	49,225.00	0.00	0.00	49,225.00	100.00 %
840-0000-8900-008E	DEBT SERVICE - IA 8E	370,000.00	370,000.00	0.00	0.00	370,000.00	100.00 %
840-0000-8900-008F	DEBT SERVICE-IA8F	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
840-0000-8900-008X	DEBT SERVICE - IA 8	420,000.00	420,000.00	0.00	0.00	420,000.00	100.00 %
840-0000-8900-009X	DEBT SERVICE - IA 9	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
840-0000-8900-010A	DEBT SERVICE - IA 10A	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
840-0000-8900-011A	DEBT SERVICE - IA 11A	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
840-0000-8900-012A	DEBT SERVICE - IA 12A	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
840-0000-8900-014A	DEBT SERVICE - IA 14A	695,000.00	695,000.00	0.00	0.00	695,000.00	100.00 %
840-0000-8900-014B	DEBT SERVICE - IA 14B	144,452.00	144,452.00	0.00	0.00	144,452.00	100.00 %
840-0000-8900-014X	DEBT SERVICE - IA 14	405,000.00	405,000.00	0.00	0.00	405,000.00	100.00 %
840-0000-8900-016X	DEBT SERVICE - IA 16	340,000.00	340,000.00	0.00	0.00	340,000.00	100.00 %
840-0000-8900-017A	DEBT SERVICE - IA 17A	420,000.00	420,000.00	0.00	0.00	420,000.00	100.00 %
840-0000-8900-017B	DEBT SERVICE - IA 17B	535,000.00	535,000.00	0.00	0.00	535,000.00	100.00 %
840-0000-8900-017C	DEBT SERVICE - IA 17C	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
840-0000-8900-018X	DEBT SERVICE - IA 18	235,000.00	235,000.00	0.00	0.00	235,000.00	100.00 %
840-0000-8900-019A	DEBT SERVICE - IA 19A	805,000.00	805,000.00	0.00	0.00	805,000.00	100.00 %
840-0000-8900-019C	DEBT SERVICE - IA 19C	1,021,804.00	1,021,804.00	0.00	0.00	1,021,804.00	100.00 %
840-0000-8900-020X	DEBT SERVICE - IA 20	95,000.00	95,000.00	0.00	0.00	95,000.00	100.00 %
840-0000-8900-06A1	DEBT SERVICE - IA 6A1	1,335,284.00	1,335,284.00	0.00	0.00	1,335,284.00	100.00 %
840-0000-8900-1601	DEBT SERVICE - IA 2016-1	165,000.00	165,000.00	0.00	0.00	165,000.00	100.00 %
840-0000-8900-1602	DEBT SERVICE - IA 2016-2	190,000.00	190,000.00	0.00	0.00	190,000.00	100.00 %
840-0000-8900-1604	DEBT SERVICE - IA 2016-4	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
840-0000-8900-1901	DEBT SERVICE - IA 2019-1	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
	Expense Total:	**19,601,527.00**	**19,601,527.00**	**0.00**	**0.00**	**19,601,527.00**	**100.00 %**
Fund: 840 - COMMUNITY FACILITIES DISTRICT (CFD) - BOND MGMT Sur...		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 850 - BEAUMONT FINANCING AUTHORITY (CFD)							
Revenue							
850-0000-4655-0000	INTEREST - CFD PYMTS	2,591,506.00	2,591,506.00	0.00	0.00	-2,591,506.00	100.00 %
850-0000-4660-0000	PRINCIPAL RECD - CFD	3,215,000.00	3,215,000.00	0.00	0.00	-3,215,000.00	100.00 %
	Revenue Total:	**5,806,506.00**	**5,806,506.00**	**0.00**	**0.00**	**-5,806,506.00**	**100.00 %**
Expense							
850-0000-7055-0000	INTEREST	2,591,506.00	2,591,506.00	0.00	0.00	2,591,506.00	100.00 %
850-0000-8900-0000	DEBT SERVICE PAYMENTS	3,215,000.00	3,215,000.00	0.00	0.00	3,215,000.00	100.00 %
	Expense Total:	**5,806,506.00**	**5,806,506.00**	**0.00**	**0.00**	**5,806,506.00**	**100.00 %**
Fund: 850 - BEAUMONT FINANCING AUTHORITY (CFD) Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 855 - BEAUMONT PUBLIC IMPROVEMENT AUTHORITY							
Revenue							
855-0000-4655-0000	INTEREST - CFD BONDS	650,773.00	650,773.00	0.00	0.00	-650,773.00	100.00 %
855-0000-4660-0000	CFD PRINCIPAL RECEIVED	815,000.00	815,000.00	0.00	0.00	-815,000.00	100.00 %
	Revenue Total:	**1,465,773.00**	**1,465,773.00**	**0.00**	**0.00**	**-1,465,773.00**	**100.00 %**
Expense							
855-0000-7055-0000	INTEREST	650,773.00	650,773.00	0.00	0.00	650,773.00	100.00 %
855-0000-8900-0000	DEBT SERVICE PAYMENTS	815,000.00	815,000.00	0.00	0.00	815,000.00	100.00 %
	Expense Total:	**1,465,773.00**	**1,465,773.00**	**0.00**	**0.00**	**1,465,773.00**	**100.00 %**
Fund: 855 - BEAUMONT PUBLIC IMPROVEMENT AUTHORITY Surplus (D...		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
	Report Surplus (Deficit):	**5,059,379.00**	**5,059,379.00**	**0.00**	**0.00**	**-5,059,379.00**	**100.00 %**

Group Summary

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL FUND						
Revenue	39,452,812.00	39,452,812.00	0.00	0.00	-39,452,812.00	100.00 %
Expense	38,678,061.00	38,678,061.00	0.00	0.00	38,678,061.00	100.00 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	**774,751.00**	**774,751.00**	**0.00**	**0.00**	**-774,751.00**	**100.00 %**
Fund: 200 - HIGHWAY USERS TAX (Gas)						
Revenue	1,242,846.00	1,242,846.00	0.00	0.00	-1,242,846.00	100.00 %
Expense	1,242,846.00	1,242,846.00	0.00	0.00	1,242,846.00	100.00 %
Fund: 200 - HIGHWAY USERS TAX (Gas) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 201 - STATE - SB1 FUNDING						
Revenue	947,983.00	947,983.00	0.00	0.00	-947,983.00	100.00 %
Expense	863,763.00	863,763.00	0.00	0.00	863,763.00	100.00 %
Fund: 201 - STATE - SB1 FUNDING Surplus (Deficit):	**84,220.00**	**84,220.00**	**0.00**	**0.00**	**-84,220.00**	**100.00 %**
Fund: 202 - SALES TAX - MEASURE A						
Revenue	1,063,000.00	1,063,000.00	0.00	0.00	-1,063,000.00	100.00 %
Expense	1,060,000.00	1,060,000.00	0.00	0.00	1,060,000.00	100.00 %
Fund: 202 - SALES TAX - MEASURE A Surplus (Deficit):	**3,000.00**	**3,000.00**	**0.00**	**0.00**	**-3,000.00**	**100.00 %**
Fund: 205 - MOTOR VEHICLE SUBVENTION (AB2766-AQMD)						
Revenue	62,500.00	62,500.00	0.00	0.00	-62,500.00	100.00 %
Expense	266,000.00	266,000.00	0.00	0.00	266,000.00	100.00 %
Fund: 205 - MOTOR VEHICLE SUBVENTION (AB2766-AQMD) Surplus (D…	**-203,500.00**	**-203,500.00**	**0.00**	**0.00**	**203,500.00**	**100.00 %**
Fund: 210 - PUBLIC, EDUCATIONAL, GOVT (PEG)						
Revenue	25,920.00	25,920.00	0.00	0.00	-25,920.00	100.00 %
Expense	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00 %
Fund: 210 - PUBLIC, EDUCATIONAL, GOVT (PEG) Surplus (Deficit):	**6,420.00**	**6,420.00**	**0.00**	**0.00**	**-6,420.00**	**100.00 %**
Fund: 215 - GRANTS (REIMBURSABLE)						
Revenue	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
Expense	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
Fund: 215 - GRANTS (REIMBURSABLE) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 220 - CITIZEN OPTION PUBLIC SAFETY (COPS)						
Revenue	153,000.00	153,000.00	0.00	0.00	-153,000.00	100.00 %
Expense	62,734.00	62,734.00	0.00	0.00	62,734.00	100.00 %
Fund: 220 - CITIZEN OPTION PUBLIC SAFETY (COPS) Surplus (Deficit):	**90,266.00**	**90,266.00**	**0.00**	**0.00**	**-90,266.00**	**100.00 %**
Fund: 225 - ASSET SEIZURES (STATE)						
Revenue	4,500.00	4,500.00	0.00	0.00	-4,500.00	100.00 %
Fund: 225 - ASSET SEIZURES (STATE) Total:	**4,500.00**	**4,500.00**	**0.00**	**0.00**	**-4,500.00**	**100.00 %**
Fund: 240 - OTHER RESTRICTED FUNDS						
Revenue	53,400.00	53,400.00	0.00	0.00	-53,400.00	100.00 %
Expense	34,100.00	34,100.00	0.00	0.00	34,100.00	100.00 %
Fund: 240 - OTHER RESTRICTED FUNDS Surplus (Deficit):	**19,300.00**	**19,300.00**	**0.00**	**0.00**	**-19,300.00**	**100.00 %**
Fund: 250 - COMMUNITY FAC DISTRICT (CFD) - ADMIN						
Revenue	1,532,960.00	1,532,960.00	0.00	0.00	-1,532,960.00	100.00 %
Expense	1,532,960.00	1,532,960.00	0.00	0.00	1,532,960.00	100.00 %
Fund: 250 - COMMUNITY FAC DISTRICT (CFD) - ADMIN Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 255 - COMMUNITY FAC DISTRICT (CFD) - MAINT SERVICES						
Revenue	4,049,142.00	4,049,142.00	0.00	0.00	-4,049,142.00	100.00 %
Expense	4,049,142.00	4,049,142.00	0.00	0.00	4,049,142.00	100.00 %
Fund: 255 - COMMUNITY FAC DISTRICT (CFD) - MAINT SERVICES Surplus..	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 260 - COMMUNITY FAC DISTRICT (CFD) - PUBLIC SAFETY						
Revenue	605,588.00	605,588.00	0.00	0.00	-605,588.00	100.00 %
Expense	605,588.00	605,588.00	0.00	0.00	605,588.00	100.00 %
Fund: 260 - COMMUNITY FAC DISTRICT (CFD) - PUBLIC SAFETY Surplus ..	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**

Budget Report **For Fiscal: 2021-2022 Period Endin 22**

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 500 - GENERAL CAPITAL PROJECTS						
Revenue	3,783,340.00	3,783,340.00	0.00	0.00	-3,783,340.00	100.00 %
Expense	3,783,340.00	3,783,340.00	0.00	0.00	3,783,340.00	100.00 %
Fund: 500 - GENERAL CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 510 - COMMUNITY FACILITIES DISTRICT (CFD) - CAPITAL FUND						
Revenue	217,685.00	217,685.00	0.00	0.00	-217,685.00	100.00 %
Expense	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Fund: 510 - COMMUNITY FACILITIES DISTRICT (CFD) - CAPITAL FUND Su..	**-32,315.00**	**-32,315.00**	**0.00**	**0.00**	**32,315.00**	**100.00 %**
Fund: 552 - BASIC SERVICES DEVELOPMENT						
Revenue	186,298.00	186,298.00	0.00	0.00	-186,298.00	100.00 %
Fund: 552 - BASIC SERVICES DEVELOPMENT Total:	**186,298.00**	**186,298.00**	**0.00**	**0.00**	**-186,298.00**	**100.00 %**
Fund: 554 - GENERAL PLAN DEVELOPMENT						
Revenue	21,950.00	21,950.00	0.00	0.00	-21,950.00	100.00 %
Fund: 554 - GENERAL PLAN DEVELOPMENT Total:	**21,950.00**	**21,950.00**	**0.00**	**0.00**	**-21,950.00**	**100.00 %**
Fund: 555 - RECREATIONAL FACILITIES DEVELOPMENT						
Revenue	314,655.00	314,655.00	0.00	0.00	-314,655.00	100.00 %
Fund: 555 - RECREATIONAL FACILITIES DEVELOPMENT Total:	**314,655.00**	**314,655.00**	**0.00**	**0.00**	**-314,655.00**	**100.00 %**
Fund: 556 - TRAFFIC IMPACT DEVELOPMENT						
Revenue	125,178.00	125,178.00	0.00	0.00	-125,178.00	100.00 %
Expense	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
Fund: 556 - TRAFFIC IMPACT DEVELOPMENT Surplus (Deficit):	**-24,822.00**	**-24,822.00**	**0.00**	**0.00**	**24,822.00**	**100.00 %**
Fund: 558 - RAILROAD CROSSING DEVELOPMENT						
Revenue	137,492.00	137,492.00	0.00	0.00	-137,492.00	100.00 %
Fund: 558 - RAILROAD CROSSING DEVELOPMENT Total:	**137,492.00**	**137,492.00**	**0.00**	**0.00**	**-137,492.00**	**100.00 %**
Fund: 559 - POLICE FACILITIES DEVELOPMENT						
Revenue	216,980.00	216,980.00	0.00	0.00	-216,980.00	100.00 %
Fund: 559 - POLICE FACILITIES DEVELOPMENT Total:	**216,980.00**	**216,980.00**	**0.00**	**0.00**	**-216,980.00**	**100.00 %**
Fund: 560 - FIRE STATION DEVELOPMENT						
Revenue	269,799.00	269,799.00	0.00	0.00	-269,799.00	100.00 %
Fund: 560 - FIRE STATION DEVELOPMENT Total:	**269,799.00**	**269,799.00**	**0.00**	**0.00**	**-269,799.00**	**100.00 %**
Fund: 562 - ROAD AND BRIDGE DEVELOPMENT						
Revenue	1,100,917.00	1,100,917.00	0.00	0.00	-1,100,917.00	100.00 %
Fund: 562 - ROAD AND BRIDGE DEVELOPMENT Total:	**1,100,917.00**	**1,100,917.00**	**0.00**	**0.00**	**-1,100,917.00**	**100.00 %**
Fund: 564 - RECYCLED WATER DEVELOPMENT						
Revenue	346,822.00	346,822.00	0.00	0.00	-346,822.00	100.00 %
Fund: 564 - RECYCLED WATER DEVELOPMENT Total:	**346,822.00**	**346,822.00**	**0.00**	**0.00**	**-346,822.00**	**100.00 %**
Fund: 566 - EMERGENCY PREPAREDNESS DEVELOPMENT						
Revenue	310,093.00	310,093.00	0.00	0.00	-310,093.00	100.00 %
Fund: 566 - EMERGENCY PREPAREDNESS DEVELOPMENT Total:	**310,093.00**	**310,093.00**	**0.00**	**0.00**	**-310,093.00**	**100.00 %**
Fund: 567 - COMMUNITY PARK DEVELOPMENT						
Revenue	510,117.00	510,117.00	0.00	0.00	-510,117.00	100.00 %
Fund: 567 - COMMUNITY PARK DEVELOPMENT Total:	**510,117.00**	**510,117.00**	**0.00**	**0.00**	**-510,117.00**	**100.00 %**
Fund: 568 - REGIONAL PARK DEVELOPMENT						
Revenue	10,500.00	10,500.00	0.00	0.00	-10,500.00	100.00 %
Fund: 568 - REGIONAL PARK DEVELOPMENT Total:	**10,500.00**	**10,500.00**	**0.00**	**0.00**	**-10,500.00**	**100.00 %**
Fund: 569 - NEIGHBORHOOLD PARK DEVELOPMENT						
Revenue	617,259.00	617,259.00	0.00	0.00	-617,259.00	100.00 %
Fund: 569 - NEIGHBORHOOLD PARK DEVELOPMENT Total:	**617,259.00**	**617,259.00**	**0.00**	**0.00**	**-617,259.00**	**100.00 %**
Fund: 600 - INTERNAL SERVICE FUND						
Revenue	1,239,280.00	1,239,280.00	0.00	0.00	-1,239,280.00	100.00 %
Expense	2,593,794.00	2,593,794.00	0.00	0.00	2,593,794.00	100.00 %
Fund: 600 - INTERNAL SERVICE FUND Surplus (Deficit):	**-1,354,514.00**	**-1,354,514.00**	**0.00**	**0.00**	**1,354,514.00**	**100.00 %**

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 700 - WASTEWATER FUND						
Revenue	11,781,500.00	11,781,500.00	0.00	0.00	-11,781,500.00	100.00 %
Expense	11,781,500.00	11,781,500.00	0.00	0.00	11,781,500.00	100.00 %
Fund: 700 - WASTEWATER FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 705 - WASTEWATER DEVELOPMENT						
Revenue	2,389,659.00	2,389,659.00	0.00	0.00	-2,389,659.00	100.00 %
Expense	950,583.00	950,583.00	0.00	0.00	950,583.00	100.00 %
Fund: 705 - WASTEWATER DEVELOPMENT Surplus (Deficit):	**1,439,076.00**	**1,439,076.00**	**0.00**	**0.00**	**-1,439,076.00**	**100.00 %**
Fund: 710 - WASTEWATER CAPITAL PROJECTS						
Revenue	5,922,988.00	5,922,988.00	0.00	0.00	-5,922,988.00	100.00 %
Expense	5,922,988.00	5,922,988.00	0.00	0.00	5,922,988.00	100.00 %
Fund: 710 - WASTEWATER CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 750 - TRANSIT FUND						
Revenue	2,745,964.00	2,745,964.00	0.00	0.00	-2,745,964.00	100.00 %
Expense	2,535,849.00	2,535,849.00	0.00	0.00	2,535,849.00	100.00 %
Fund: 750 - TRANSIT FUND Surplus (Deficit):	**210,115.00**	**210,115.00**	**0.00**	**0.00**	**-210,115.00**	**100.00 %**
Fund: 760 - TRANSIT CAPITAL PROJECTS						
Revenue	1,584,000.00	1,584,000.00	0.00	0.00	-1,584,000.00	100.00 %
Expense	1,584,000.00	1,584,000.00	0.00	0.00	1,584,000.00	100.00 %
Fund: 760 - TRANSIT CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 840 - COMMUNITY FACILITIES DISTRICT (CFD) - BOND MGMT						
Revenue	19,601,527.00	19,601,527.00	0.00	0.00	-19,601,527.00	100.00 %
Expense	19,601,527.00	19,601,527.00	0.00	0.00	19,601,527.00	100.00 %
Fund: 840 - COMMUNITY FACILITIES DISTRICT (CFD) - BOND MGMT Sur…	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 850 - BEAUMONT FINANCING AUTHORITY (CFD)						
Revenue	5,806,506.00	5,806,506.00	0.00	0.00	-5,806,506.00	100.00 %
Expense	5,806,506.00	5,806,506.00	0.00	0.00	5,806,506.00	100.00 %
Fund: 850 - BEAUMONT FINANCING AUTHORITY (CFD) Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Fund: 855 - BEAUMONT PUBLIC IMPROVEMENT AUTHORITY						
Revenue	1,465,773.00	1,465,773.00	0.00	0.00	-1,465,773.00	100.00 %
Expense	1,465,773.00	1,465,773.00	0.00	0.00	1,465,773.00	100.00 %
Fund: 855 - BEAUMONT PUBLIC IMPROVEMENT AUTHORITY Surplus (D…	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Report Surplus (Deficit):	**5,059,379.00**	**5,059,379.00**	**0.00**	**0.00**	**-5,059,379.00**	**100.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL FUND	774,751.00	774,751.00	0.00	0.00	-774,751.00
200 - HIGHWAY USERS TAX (Gas)	0.00	0.00	0.00	0.00	0.00
201 - STATE - SB1 FUNDING	84,220.00	84,220.00	0.00	0.00	-84,220.00
202 - SALES TAX - MEASURE A	3,000.00	3,000.00	0.00	0.00	-3,000.00
205 - MOTOR VEHICLE SUBVENTION	-203,500.00	-203,500.00	0.00	0.00	203,500.00
210 - PUBLIC, EDUCATIONAL, GOVT	6,420.00	6,420.00	0.00	0.00	-6,420.00
215 - GRANTS (REIMBURSABLE)	0.00	0.00	0.00	0.00	0.00
220 - CITIZEN OPTION PUBLIC SAFET	90,266.00	90,266.00	0.00	0.00	-90,266.00
225 - ASSET SEIZURES (STATE)	4,500.00	4,500.00	0.00	0.00	-4,500.00
240 - OTHER RESTRICTED FUNDS	19,300.00	19,300.00	0.00	0.00	-19,300.00
250 - COMMUNITY FAC DISTRICT (CI	0.00	0.00	0.00	0.00	0.00
255 - COMMUNITY FAC DISTRICT (CI	0.00	0.00	0.00	0.00	0.00
260 - COMMUNITY FAC DISTRICT (CI	0.00	0.00	0.00	0.00	0.00
500 - GENERAL CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00
510 - COMMUNITY FACILITIES DISTR	-32,315.00	-32,315.00	0.00	0.00	32,315.00
552 - BASIC SERVICES DEVELOPMEN	186,298.00	186,298.00	0.00	0.00	-186,298.00
554 - GENERAL PLAN DEVELOPMENT	21,950.00	21,950.00	0.00	0.00	-21,950.00
555 - RECREATIONAL FACILITIES DEV	314,655.00	314,655.00	0.00	0.00	-314,655.00
556 - TRAFFIC IMPACT DEVELOPMEI	-24,822.00	-24,822.00	0.00	0.00	24,822.00
558 - RAILROAD CROSSING DEVELOI	137,492.00	137,492.00	0.00	0.00	-137,492.00
559 - POLICE FACILITIES DEVELOPMI	216,980.00	216,980.00	0.00	0.00	-216,980.00
560 - FIRE STATION DEVELOPMENT	269,799.00	269,799.00	0.00	0.00	-269,799.00
562 - ROAD AND BRIDGE DEVELOPM	1,100,917.00	1,100,917.00	0.00	0.00	-1,100,917.00
564 - RECYCLED WATER DEVELOPM	346,822.00	346,822.00	0.00	0.00	-346,822.00
566 - EMERGENCY PREPAREDNESS D	310,093.00	310,093.00	0.00	0.00	-310,093.00
567 - COMMUNITY PARK DEVELOPM	510,117.00	510,117.00	0.00	0.00	-510,117.00
568 - REGIONAL PARK DEVELOPMEI	10,500.00	10,500.00	0.00	0.00	-10,500.00
569 - NEIGHBORHOOLD PARK DEVEI	617,259.00	617,259.00	0.00	0.00	-617,259.00
600 - INTERNAL SERVICE FUND	-1,354,514.00	-1,354,514.00	0.00	0.00	1,354,514.00
700 - WASTEWATER FUND	0.00	0.00	0.00	0.00	0.00
705 - WASTEWATER DEVELOPMENT	1,439,076.00	1,439,076.00	0.00	0.00	-1,439,076.00
710 - WASTEWATER CAPITAL PROJE	0.00	0.00	0.00	0.00	0.00
750 - TRANSIT FUND	210,115.00	210,115.00	0.00	0.00	-210,115.00
760 - TRANSIT CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00
840 - COMMUNITY FACILITIES DISTR	0.00	0.00	0.00	0.00	0.00
850 - BEAUMONT FINANCING AUTH	0.00	0.00	0.00	0.00	0.00
855 - BEAUMONT PUBLIC IMPROVEI	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	**5,059,379.00**	**5,059,379.00**	**0.00**	**0.00**	**-5,059,379.00**

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE June 1, 2021

SUBJECT: **Presentation of Parking Management Master Plan Findings**

Background and Analysis:

Within the past few years, the Planning Department has been met with a variety of parking concerns throughout the City. The majority of the parking issues and concerns were focused in the downtown area. In 2019, the Southern California Association of Governments (SCAG) released a grant funded opportunity for five cities to have their parking opportunities and challenges studied. The Planning Department applied on behalf of the City and was selected to receive one of the five $100k grants to study parking issues. The study began in June of 2020 and concluded in February 2021.

The Parking Management Master Plan was broken down into five tasks:

1. Parking Utilization,
2. Outreach and Engagement,
3. Downtown Parking Requirements,
4. Parking Meter Pricing, and
5. Parking Management Master Plan.

The study primarily focused on the downtown area but also looked at City-wide parking standards and utilization. The study identified approximately 10,500 spaces in the included areas and assessed utilization of these spaces. The City held two outreach sessions and attended an Economic Development Committee meeting to gather information from business owners and operators. The input gathered from these meetings was incorporated into the study. The study provided analysis of the existing parking stock, current parking standards, alternative parking options and recommendations. The final recommendations include:

- Modifying the downtown parking requirements (zoning code amendment),
- Establishing a parking in-lieu fee program,
- Create a shared parking program or shared parking standards, and
- Consider paid parking (long term).

During the study period, City staff received information about parking best practices, parking management and ideas to pair with economic development strategies. The study also provided a list of many other strategies the City could employ in the short and long-term time frames based on development of the downtown area and the City as a whole. These recommendations and strategies are not hard and fast requirements but rather meant to be ideas or guides the City can use as growth and revitalization continue to occur.

Fiscal Impact:

The study and presentation were prepared through grant funding with no fiscal impact to the City. The cost to prepare this staff report is estimated to be $425.

Recommended Action:

Receive and file.

Attachments:

A. Parking Management Master Plan Presentation
B. Parking Management Master Plan

PARKING MANAGEMENT MASTER PLAN

City of Beaumont, California

February 27, 2021

BEAUMONT
CALIFORNIA

SCAG™

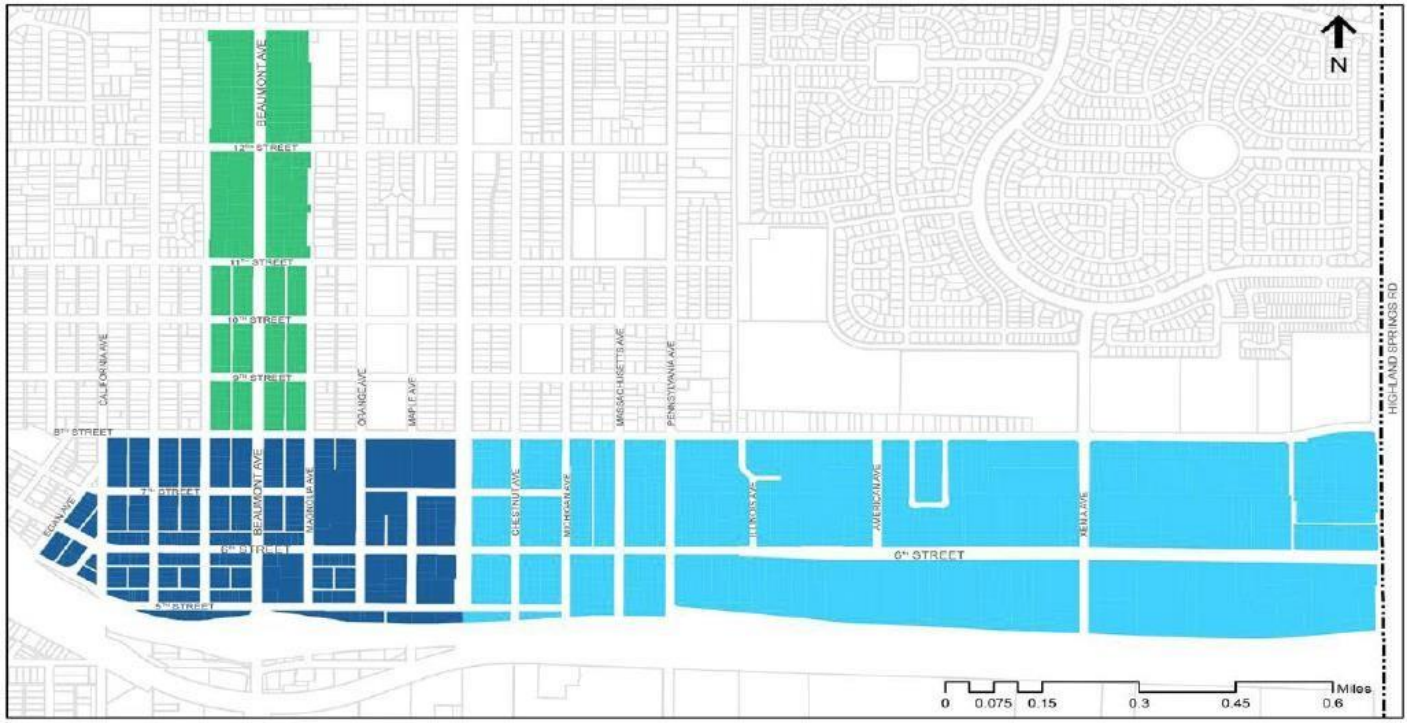
WALKER CONSULTANTS

arellano associates

Study funded by the Southern California Association of Governments (SCAG)

PROJECT BACKGROUND

- In recent years Downtown Beaumont has experienced growth in employment, restaurants, culture, and entertainment activities. The City has also become a desirable location for housing.
- This growth has led the City to take a more proactive look at parking to ensure adequate parking is supplied, and not oversupplied.
- Parking policies should align with the vision set out in the Downtown Area Plan.



City of Beaumont Downtown Specific Plan Subareas

Beaumont Avenue Subarea | Downtown Core Subarea | Extended 6th Street Subarea

Source: City of Beaumont General Plan

DOWNTOWN AREA VISION

- "Downtown Beaumont will be the heart of the City, providing an exciting diversity of economic, residential, and cultural opportunities.
- It will be a vibrant and dynamic place to work, live, shop, and gather for special events.
- It will also be a pedestrian-friendly environment with comfortable sidewalks and an inviting streetscape.
- The Downtown Area Plan will create a balanced and integrated mix of residential, office, retail and civic land uses that generate daily activity in the daytime and evenings and create a lively and dynamic environment.
- This Plan encourages opportunities for public gathering spaces and parks for civic and cultural events that are supported by a street network which meets the needs of pedestrians, bicyclists, and motor vehicles."

Chapter 4 *Mobility* of the General Plan calls for the promotion of "right-sizing" parking requirements by applying techniques such as:

- ***Park Once***
- ***Shared Parking***
- ***In-Lieu Parking***
- ***Parking Management Strategies***
- ***Public-Private Partnerships***
- ***Reduced Parking Standards***
- ***Biking/Transit Equals Business Programs***.

Source: City of Beaumont General Plan

STUDY TASKS

Parking Management Master Plan (PMMP)

Parking Facilities Utilization Study

Conducted a parking facilities utilization study to establish context-specific parking requirements for the downtown. The study included: quantifying the existing on-street parking spaces in the study area, quantifying City-owned off-street parking, privately-owned publicly-accessible parking, quantifying off-street parking by land use, and conducting occupancy counts during weekday/weekend daytime and evening hours.

Stakeholder Outreach and Engagement

Developed a public outreach plan which included a study branding/logo, an online/digital comments platform, meeting flyers distributed to businesses, press releases, social media posts, and e-blasts. The plan also included two community meetings and stakeholder meetings.

Downtown District Parking Requirements

In keeping with the City's vision for downtown of right-sizing parking, Walker reviewed, analyzed, and recommended parking-to-land use ratios and strategies to increase the flexibility of the downtown parking requirements.

Parking Meter Pricing

Studied the feasibility of implementing paid parking in the downtown area and provided parking management strategies that the City could employ to increase the efficiency of the existing parking supply.

PMMP Recommendations

Throughout this parking study engagement, we have learned much about the City of Beaumont's current parking challenges, developed strategies for addressing those challenges, and ultimately crafted a set of recommendations to align with the City's vision for the Downtown Area.

01 Parking Facilities Utilization

02 Stakeholder Outreach and Engagement

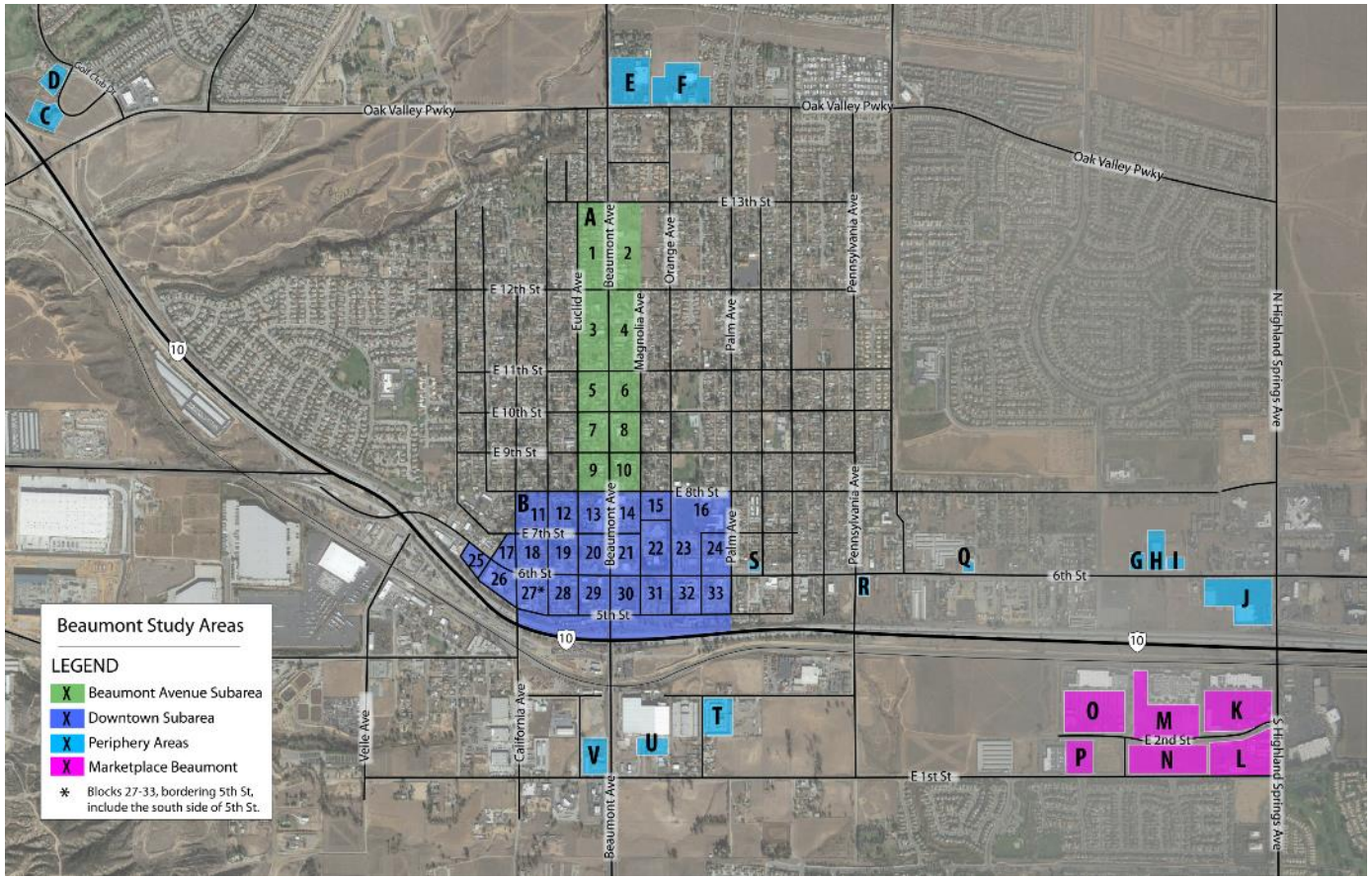
03 Downtown Area Parking Requirements

04 Parking Meter Pricing

05 Parking Management Master Plan

STUDY AREA

- The study area was comprised of four sub-areas:
  - **Periphery Areas** – around the City
    (shown in light blue)
  - **Marketplace Beaumont** including Home Depot/Walmart and San Gorgonio Village
    (shown in pink)
  - **Beaumont Ave Subarea**
    (shown in green)
  - **The Downtown Subarea**
    (shown in dark blue)



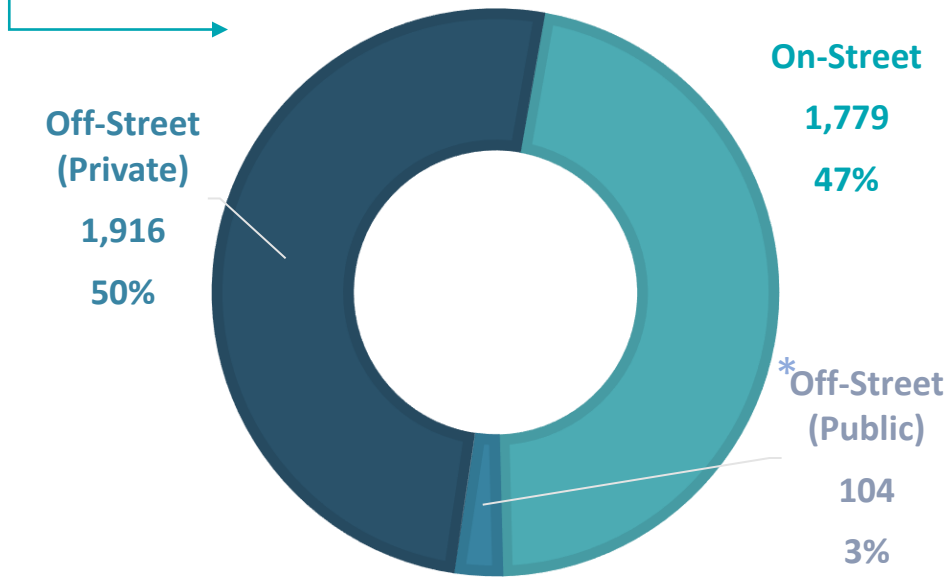
*While the focus of this study was on the downtown area, as part of this analysis Walker looked at different commercial developments (**Periphery Areas**) around the city to determine current and localized levels of parking utilization for different land uses.

911

PARKING SUPPLY

- The study area had a total of 10,499± spaces:
  - **Periphery Areas**
    - 2,331± (22% of total)
  - **Marketplace Beaumont**
    - 4,369± (42% of total)
  - **Beaumont Ave Subarea**
    - 1,237± (12% of total)
  - **The Downtown Subarea**
  - 2,562± (24% of total)

LOCATION	INVENTORY		
Area Description	On Street	Off Street	Total
Periphery	0	2,331	2,331
Marketplace Beaumont	0	4,369	4,369
Beaumont Avenue Subarea	687	550	1,237
Downtown Core Subarea	1,092	1,470	2,562
Downtown Subtotals	1,779	2,020	3,799
Study Area Totals	1,779	8,720	10,499



*Currently there is only one public off-street parking lot in the downtown, the Civic Center Lot located adjacent to the Beaumont Police Station. The lot contains 104± parking spaces.

PARKING SUPPLY BY LAND USE AND SUBAREA

- The study area parking supply was distributed across 33 different land uses.
- The largest supply of parking spaces was found within the *Retail-General* land use category with 1,549 spaces across all four sub-areas, and Marketplace Beaumont accounting for 853.
- The most diverse area in terms of land uses is the Downtown Core Subarea with 21 different land uses in the study area parking supply.

LAND USE	Beaumont Subarea	Downtown Subarea	Periphery	Market Place Beaumont	Total
Retail - General	68	581	47	853	1,549
Department Store		3		1,112	1,115
Neighborhood Shopping Center		40	76	916	1,032
Place of Worship	273	23	442		738
Not Specified		114		505	619
Grocery/Produce Store, Retail - General			541		541
Commercial				503	503
Full Service Restaurant	13	116	195	38	362
Grocery/Produce Store, Neighborhood Shopping Center			303		303
Retail-General, Fast Food Restaurant, Automotive Repair				231	231
CT - Hotel		117	102		219
CT-Golf Course			176		176
Light Industrial		47	109		156
Bank		73	37	41	151
Vacant Commercial			113		113
Hardware			109		109
Full Service Restaurant, Bank				87	87
Vacant Residential Lot*		86			86
Office - Medical	28	9	43		80
Office - General	33	47			80
Mortuary/Funeral Home	72				72
Vacant Commercial Land		67			67
Grocery/Produce Store	30	7	26		63
Government Property	25			28	53
Retail with Living Unit		47			47
Car Wash				29	29
Homesite <1 Acre		29			29
Undefined (EV Charging)				26	26
Service Station w/Convenience Store		14	12		26
Residential Use Zoned Commercial	8	15			23
Club/Lodge Hall		17			17
Automotive Repair		15			15
Single Family Dwelling		3			3
Total Spaces	**550**	**1,470**	**2,331**	**4,369**	**8,720**
Total Land Use Categories	**9**	**21**	**15**	**12**	**33**

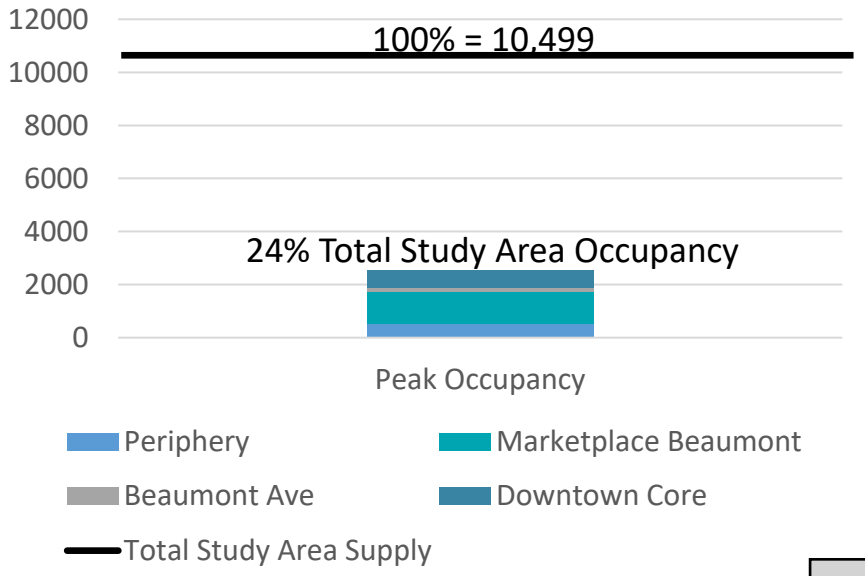
913

PEAK PARKING OCCUPANCY

- Peak parking occupancy for the entire study area was observed on a weekday during the early afternoon, 2:00 PM*.
  - **Periphery Areas**
    - 22% of spaces occupied
  - **Marketplace Beaumont**
    - 28% of spaces occupied
  - **Beaumont Ave Subarea**
    - 14% of spaces occupied
  - **The Downtown Subarea**
    - 25% of spaces occupied

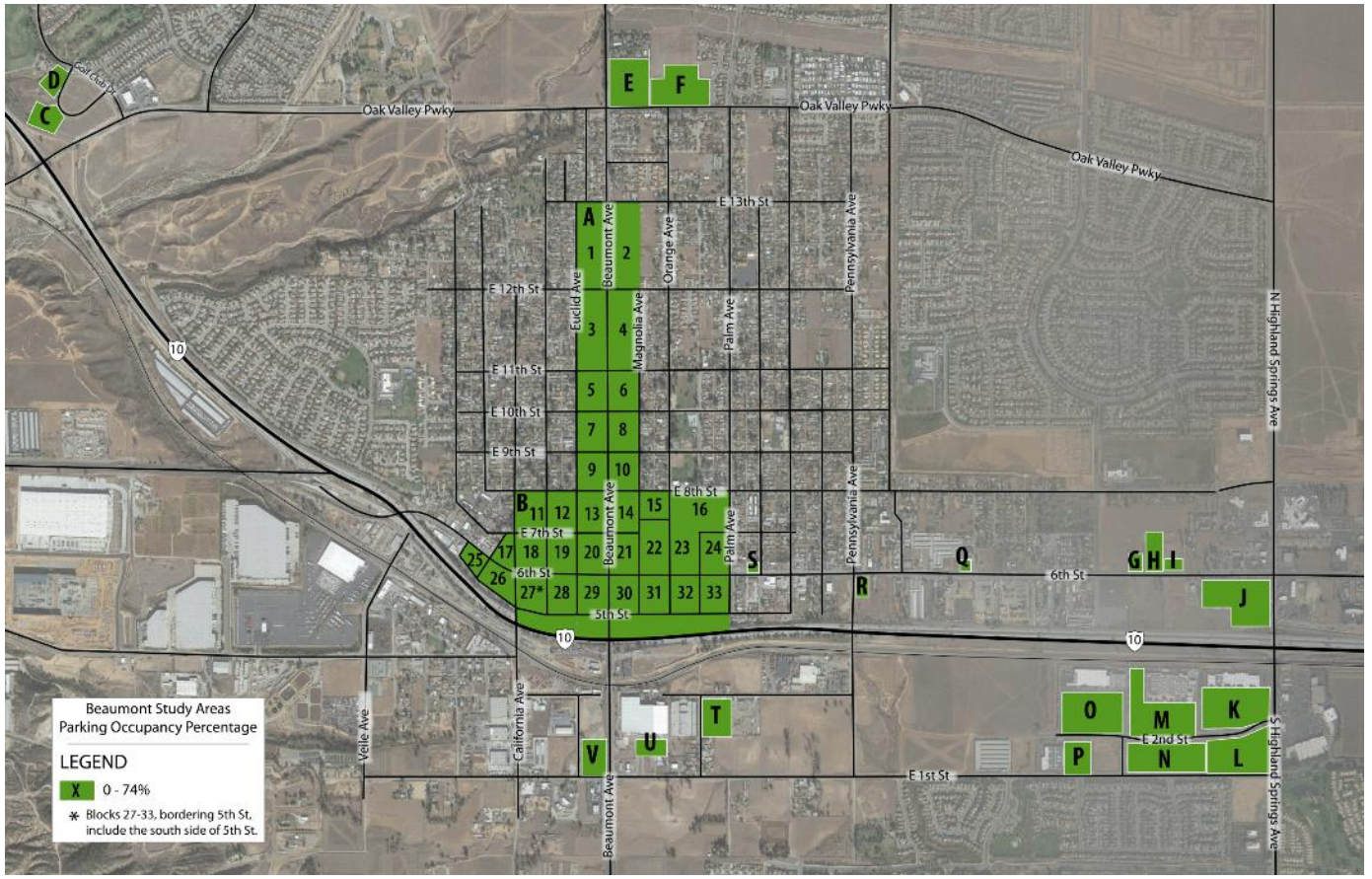
LOCATION	INVENTORY			PEAK OCCUPANCY			
Area Description	On Street	Off Street	Total	On Street	Off Street	Total	Percentage
Periphery	0	2,331	2,331	0	519	519	22%
Marketplace Beaumont	0	4,369	4,369	0	1,206	1,206	28%
Beaumont Avenue Subarea	687	550	1,237	111	56	167	14%
Downtown Core Subarea	1,092	1,470	2,562	227	423	650	25%
Downtown Subtotals	1,779	2,020	3,799	338	479	817	22%
Study Area Totals	1,779	8,720	10,499	338	2,204	2,542	24%

*Parking data were collected during reasonably busy days in mid-August 2020. However, even accounting for COVID-19 issues, the number of available parking spaces was large enough to suggest that in most cases current parking requirements are greater than needed. There is a surplus of parking.



HEAT MAP

- At peak all the subareas were less than 74% full as shown in the map. In fact, they were all less than 43% full.
- The overall findings were clear. Ample parking generally exists throughout the City, with a few localized exceptions.
- In the downtown (Beaumont Ave and Core Subareas), despite a large number of available parking spaces, some parcels may have inadequate parking on their sites for the current uses or to change to a use that is in greater demand by the market.



Despite the abundance of available parking, one of the major challenges that the downtown area faces is that older parcels are often too small to meet the current minimum parking requirements, and therefore they merit revision. Additionally, the abundance of parking availability suggests an opportunity to share parking between businesses.

01 Parking Facilities Utilization

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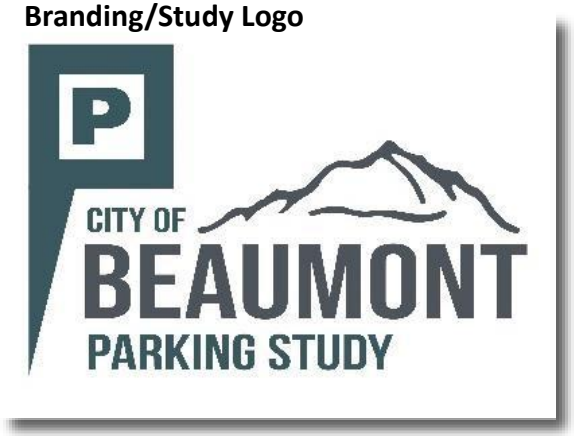
05 Parking Management Master Plan

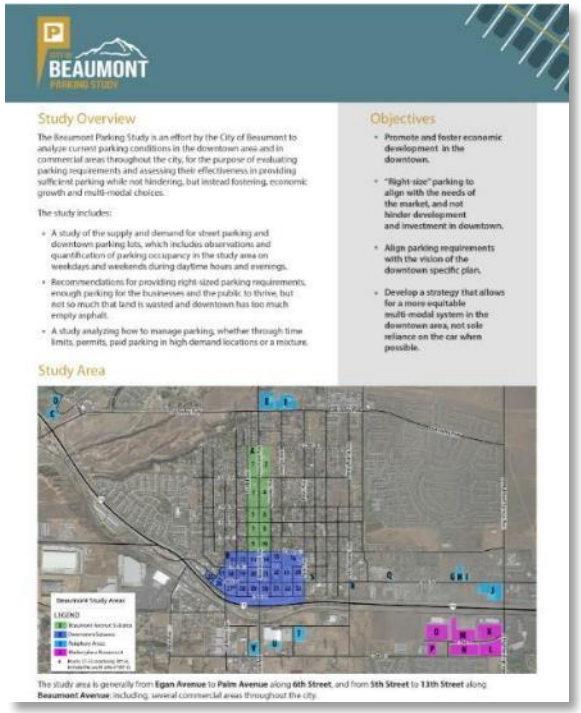
METHODOLOGY

- Public Outreach Plan
  - To garner public input into the parking study effort, a structured approach was developed and outlined via a Public Outreach Plan (POP). The POP consisted of:
    - Community and Stakeholder Meetings
    - Branding
    - Online Comments/Digital Communication
    - Meeting Flyers
    - Press Releases
    - Social Media Posts
    - E-Blast Notifications

Branding/Study Logo



Meeting Flyer



Social Media Post

KEY FINDINGS FROM STAKEHOLDER OUTREACH AND ENGAGEMENT

- A key comment that was submitted by the public regarding the availability of parking that was observed in the study area, is that while parking spaces are available throughout downtown, there are localized parking availability issues at the individual parcel level that business owners often encounter.

- In the Downtown District, some parcels or properties may have a surplus of parking while for others parking is insufficient, this warrants a review of parking requirements and their flexibility, such that business owners and developers can meet their parking requirements and still achieve the vision that the city has developed for Downtown Beaumont.

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PARKING REQUIREMENTS REVIEW

- Requirements were analyzed within the context of Walker's understanding of the Downtown Area Plan, guidance received from the City of Beaumont, the current parking conditions as observed in August 2020, and the information received during Walker's community engagement activities.

- Concurrently, the City's parking requirements were compared to the base parking ratios of the current version of the Shared Parking Model (SPM) that was jointly developed by the Urban Land Institute, the International Council of Shopping Centers, and the National Parking Association. The SPM is the standard tool used by planning, development and parking professionals to develop recommendations for parking for over 43 land uses.

Moreover, evaluation of existing provisions that allow the use of compact spaces to fulfill a land use's parking requirement reflect Walker's experience that the wide use of compact spaces can undermine the operational effectiveness of a parking facility.

PARKING REQUIREMENTS FINDINGS

Residential Land Uses

- Three of the five types of residential land uses require at least one covered space. The two that do not require covered parking are multi-family (efficiency/1-bedroom units) and motels/boarding houses.
- Cohabitation and guest parking for multi-family and multiple family appears to be “baked in” to the parking requirement as each bedroom has a requirement greater than one for each bedroom. However, no specific provision is made for guest parking.
- Compact spaces may not be used to meet the parking requirement for any residence.

Commercial Land Uses

- Fast Food and Sit-Down restaurants have the same base parking requirement. However, the former has a lower threshold for using compact spaces to satisfy the parking requirement.
- Religious institutions and cinemas have a higher parking requirement than assemblies. However, churches and assemblies have the same parking requirement based upon square footage if seats are not permanent.
- Day care and day care centers have a parking requirement based upon total enrollment of children. The requirement does not account for other types of day care facilities (such as seniors) nor alternating schedules among groups of children. While the current requirement may help to address intervals of high parking demand during drop off and pick up, the requirement overall assumes a continuous presence of all students.

PARKING REQUIREMENT RECOMMENDATIONS FOR DOWNTOWN

Land Use	Current Requirement*	Note	Walker Recommendations*	Note
Residential				
Single-Family Residential Units	2 enclosed spaces per unit	†	No change	
Attached Single Family and Duplex Units	2 enclosed spaces per unit		No change	
Multi-Family (efficiency/1-bedroom units)	1.25 spaces per unit	††	1.1 spaces per unit	
Multiple-Family (2 or more bedrooms/unit)	2.5 spaces per unit.	‡	2 spaces per unit	
Motels/Boarding Houses	1 space for each sleeping unit. 1 space per guest room or unit; plus other spaces as required for auxiliary uses such as banquet facilities, bars, and restaurants		1.15 spaces/key + 7.67/ksf restaurant and banquet space	
Commercial				
Assembly Use	1 space per 4 permanent seats. Where temporary seats are used, 1 space per 20 sf of assembly area.	a	0.75 to 0.90 spaces per 3 seats	b
Banks/Financial Institutions	1 space per 200 sf	a		b
Bars and Nightclubs	1 space per 75 sf ; plus 1 space per 2 employees on the largest shift	a		b
Churches and Other Religious Institutions	1 space per 3 fixed seats. Where no fixed seats are provided, 1 per 20 square feet of assembly area.	a	1 space per 4 fixed seats	b
Cinema	1 space per 3 seats.	a	0.75 to 0.90 spaces per 3 seats	b
Day Care • Day care center	1 space for every 7 children	b	3.75 spaces per ksf	b
Gasoline Service Stations	1 space per 200 sf ; plus 1 space per service, bay; plus any additional spaces, required for accessory uses such as retail or food service	b, c	0.75 spaces per 200 sf plus 1 space per bay	b
Retail Uses	1 space per 200 sf	b,d	0.75 spaces per 200 sf	
Professional Offices, other than medical	1 space per 200 sf	b, c	No change	
Medical and Dental Offices	1 space per 250 sf	a	0.9 spaces per 250 sf	
Restaurants, Fast Food	1 space per 100 sf, 10 spaces minimum. Plus minimum space to stack 8 cars if drive through offered.	a		
Restaurants, Sit-Down	1 space per 100 sf of , 10 spaces minimum.	e		
Trade or business school	1 space per 50 sf of gross classroom area			
Manufacturing				
General Manufacturing	1 space per 500 sf .	b, c	No change	
Office, accessory to manufacturing use	1 space per 250 sf of office space.	a	No change	b
Trucking and Truck Terminals	1 space per 1,000 sf within any building.	f	No change	
Warehousing	1 space per 1,000 sf .	b, c	No change	

Notes: * All square footage are for gross floor area (GFA)
† Accessory units that are rentals must provide 2 spaces, of which one shall be enclosed.
†† Spaces may be uncovered.
‡ At least 1 space must be covered.
a. Compact spaces allowed — up to 10% if more than 20 spaces provided, b.Compact spaces allowed — none., c. Truck spaces — 1 space required for each vehicle operating from site, d. Truck spaces — per requirements for delivery and service., e. Compact spaces allowed — up to 25% if more than 20 spaces provided., f. Truck spaces — loading require

PARKING IN LIEU FEE RECOMMENDATION

Parking In Lieu Fee Program

- A parking in-lieu fee typically provides developers with flexibility in parking requirements, emphasizes shared rather than reserved parking, and give cities on-going funding to help build and maintain public parking.
- A parking in-lieu fee provides developers with an alternative to the traditional method of satisfying minimum parking requirements. Developers have the option to pay an in-lieu fee on a per space basis to fully satisfy parking requirements. For example, if a site is required to provide 20 parking spaces, a developer can pay a per space fee to satisfy all or some of the requirement.
- The payment of a fee in-lieu of providing required parking spaces can be more cost effective from a construction and land cost perspective.

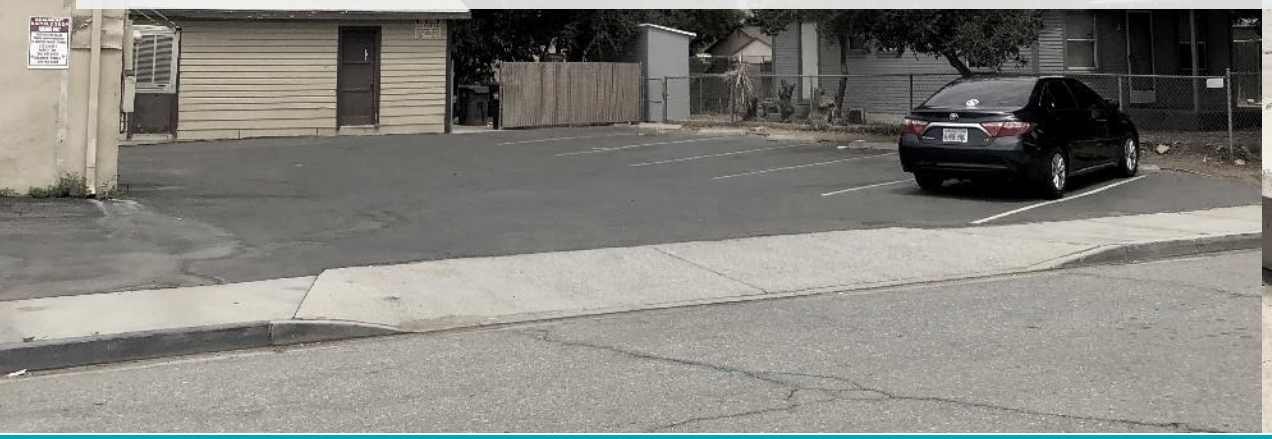
Benefits

- Fees may be used to fund the creation and availability of public parking spaces, and potentially other modes and transportation-related improvements ranging from bicycles, transit or pedestrian improvements that can increase the effective supply of parking or equivalent means of access to serve the area.
- Fees can improve the management of existing spaces to accommodate more people or to lease private parking spaces for use by the public if such a policy is found to be necessary or cost effective.
- Fees can serve as fair funding source for parking that has a clear nexus between the development that will generate new parking demand in the district and pay for the parking to accommodate the additional demand.
- Fees provide flexibility for developers in how to provide (and pay for) parking spaces.
- Fees provide flexibility with regard to a change of use (particularly for historic buildings). For example, if a retail space is changed to a restaurant use, additional in-lieu fees can be assessed for the increase in parking demand generated by the new use.
- Fees can promote shared parking, which should make parking spaces more efficient, thus lowering costs and the amount of land needed for vehicle storage.
- Fees can promote a “park once,” district in which customers can park one time to visit several destinations as opposed to having to move their cars between private parking lots after visiting one establishment.
- Fees can promote historic preservation - buildings that might otherwise face challenges or be unusable or unusable due to an inability to meet parking requirements may find it easier to find tenants.

SHARED PARKING RECOMMENDATIONS

Shared Parking

- *Benefits of shared parking*
  - More efficient use of a parking supply so that a commercial district has more businesses and destinations, and less asphalt, devoted solely to vehicle storage rather than more productive uses.
  - Facilitation of thriving business districts based on the quality and number of businesses first, not based on an overabundance of parking spaces. No area seeking to be a destination of place with a sense of place seeks to center its identity around parking lots.
  - Facilitation of redevelopment of existing properties.
  - Reduced construction costs for the development of new businesses.
  - Development and new businesses through reduced development costs
  - Where there is a fee for parking, sharing parking makes each parking space more efficient (sitting empty fewer hours of the day) and potentially generating more revenue



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SHARED PARKING RECOMMENDATIONS

1. Designate a Pool of Publicly Available Parking
2. Private parking spaces to be made available to the Public Parking Pool per policy recommendations
3. Monitor the Pool of Publicly Available Parking
4. Manage parking demand within the Parking Pool
5. Create a Downtown Parking and Transportation Fund (DPTF)
6. Fee in lieu of providing a code-required parking space
7. Payment of the In Lieu Fee shall entitle the payer to utilize parking in the designated Pool of Publicly available parking to satisfy its parking requirements
8. This in lieu fee shall be paid on an annual basis to the Downtown Parking and Transportation Fund
9. The amount of the Fee shall be set based on a formula (Formula) that reflects the approximate annual costs and shall be adjusted on the first day of each calendar year for inflation according to the Consumer Price Index (CPI)
10. Land uses that have a change of use resulting in a reduction to their parking requirement shall have a corresponding reduction in the amount they pay for their annual Parking Credit, beginning in the next full calendar year of their businesses operation
11. Develop and implement a Downtown Parking (Lease) Program
12. Mixed use development occurring on one parcel may take a reduction in its parking requirement per the current ordinance (17.08.100 – Reduction of required spaces)

01 Parking Facilities Utilization

02 Stakeholder Outreach and Engagement

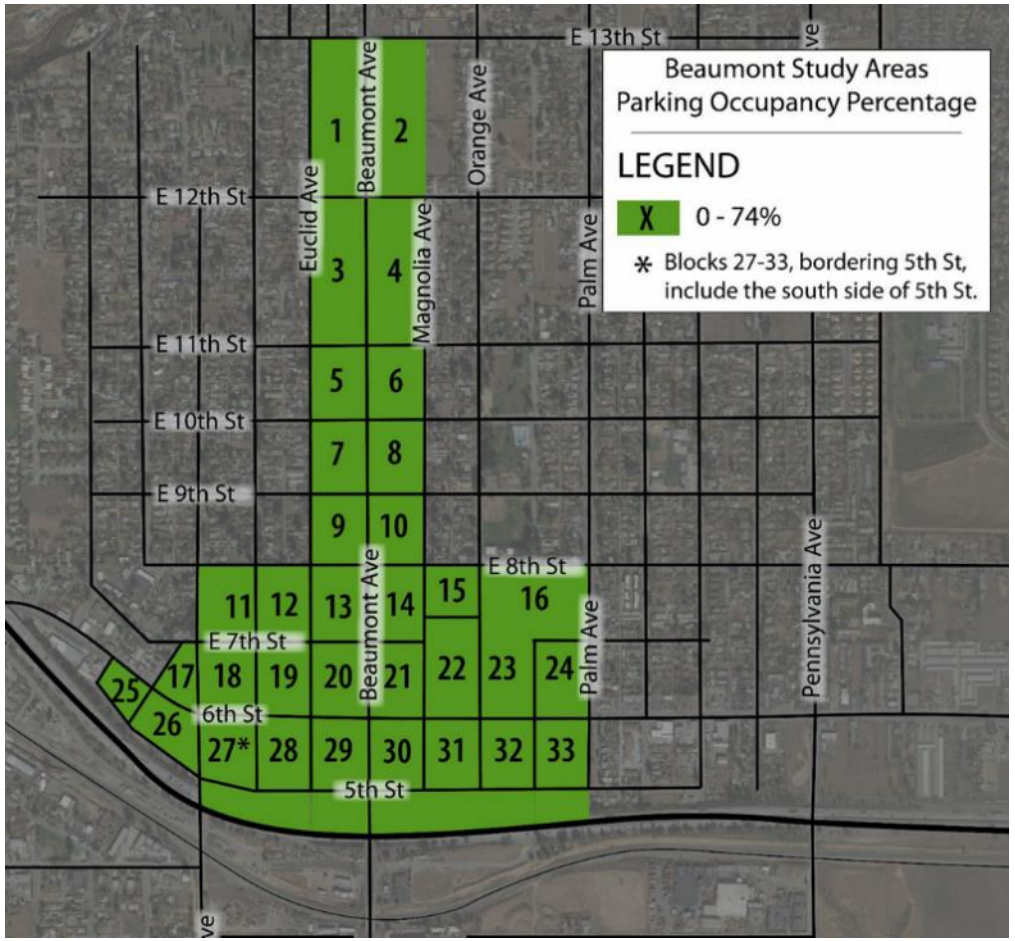
03 Downtown Area Parking Requirements

04 Parking Meter Pricing

05 Parking Management Master Plan

PARKING METER PRICING

- Currently, there is no paid parking in Downtown Beaumont. The city operates under a free parking system with time limits regulating the use of on-street spaces on certain blocks, mainly along 6th Street and Beaumont Avenue.
- Given the results of the current conditions analysis of this engagement, which saw ample parking availability throughout the downtown area, it is Walker's view that paid on-street parking in Downtown Beaumont is neither viable nor desirable at this time.
- A trait of successful parking meter districts is consistently high levels of parking demand resulting in a low available of parking spaces for the public; parking occupancy rates are high.



PARKING MANAGEMENT AND PRICING STRATEGIES

While the observed levels of occupancy are not sufficient to warrant a viable paid parking system at this time, as the demand in the downtown area gets busier there are steps that the City can take to move toward the vision of downtown as laid out in the Downtown Area Plan. The following strategies represent best practice parking management systems in downtown settings.

Strategy 1: On Street Parking Stall Striping

Strategy 2: Optimize use of Existing Off-Street Parking in the Downtown

Strategy 3: Actively and Consistently Enforce Parking Regulations

Strategy 4: Turnover of On-Street Spaces

Strategy 5: Implementation of Paid Parking in the Downtown Area

Strategy 6: Parking Benefit District

Strategy 7: Adjust Parking Prices Higher or Lower to Manage Demand

Strategy 8: Residential Parking Permit Program

Strategy 9: Downtown Streetscape and Pedestrian Infrastructure

01 Parking Facilities Utilization

02 Stakeholder Outreach and Engagement

03 Downtown Area Parking Requirements

04 Parking Meter Pricing

05 Parking Management Master Plan

PARKING MANAGEMENT MASTER PLAN RECOMMENDATIONS

The Beaumont Parking Management Master Plan (PMMP) comprises the following recommendations. It is important to note that the implementation of the following recommendations need not occur at the exact timeframes indicated. The time frames are meant to suggest a reasonable time frame or progression for the plan.

Short-Term Recommendations (1-2 years)	
1	Identify and stripe on-street parking stalls in the downtown area to create a formal supply of parking
2	Assemble a pool of publicly available parking, on and off-street
3	Lower parking requirements for the downtown area
4	Implement an in-lieu parking fee program
5	Monitor the use of the public parking supply
6	Create a Downtown Parking and Transportation Fund (DPTF) to fund operational and capital improvements to increase the availability of parking and transportation options for business, workers, customers and others visiting downtown Beaumont.
7	Free up underused private parking for partial or full public use
8	Adjust the City' shared parking policy to allow for more flexibility in meeting parking requirements but structure the policy toward keeping with the City's vision for the downtown area

PARKING MANAGEMENT MASTER PLAN RECOMMENDATIONS

Mid-Term Recommendations (1-2 years)	
9	Implement streetscape and pedestrian network improvements in the downtown to support the "park once" philosophy that the City highlighted in the Downtown Area Plan
10	Implement a signage and wayfinding plan for the downtown area as part of the management of the downtown parking supply
11	Increase parking enforcement in support of parking management efforts by ensuring turnover of short-term spaces
Long-Term Recommendations (5+ years)	
12	If, when and/or where levels of parking demand and occupancy are at consistently high levels in the Downtown Area, Walker recommends the City explore implementing paid parking to manage the public parking supply
13	Implement a parking benefit district. A parking benefit district facilitates the implementation and operation of paid parking by providing those whose businesses and properties are in the district some control over the policies and revenue generated by paid parking. This not only allows those businesses and property owners to weigh the costs and benefits of paid parking policies, but also allows for revenue generated in the district to remain in the district to fund operational and capital improvements
14	If/when the need arises, implement a residential parking permit program
15	Pursue a demand-based pricing strategy to manage parking demand in the downtown area. Demand-based pricing not only helps to alleviate pressure from blocks that experience the highest demand, but it also helps to shift demand to underutilized areas, thereby creating a more efficient system in which existing parking supplies are utilized to the highest extent possible

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February 28, 2021

Christina Taylor
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: City of Beaumont Parking Management Master Plan
Description
37-009046.00

Dear Ms. Taylor:

We are pleased to submit the attached Parking Management Master Plan for the City of Beaumont. The City, in conjunction with the Southern California Association of Governments (SCAG), engaged Walker Consultants to prepare the following report that supports the vision of the City of Beaumont as it finalizes a master planning effort to reinvigorate its downtown area.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Steffen Turoff, AICP
Principal in Charge

Daniel Garcia
Consultant

City of Beaumont Parking Management Master Plan

(Beaumont, CA)

February 28, 2021 (Final)

WALKER CONSULTANTS

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Disclaimer

This is a project for the City of Beaumont with funding provided by the Southern California Association of Governments' (SCAG) Sustainability Program. SCAG's Sustainability Program assists Southern California cities and other organizations in evaluating planning options and stimulating development consistent with the region's goals. Sustainability Program tools support visioning efforts, infill analyses, economic and policy analyses, and marketing and communication programs.

The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) through the U.S. Department of Transportation (DOT) in accordance with the provisions under the Metropolitan Planning Program as set forth in Section 104(f) of Title 23 of the U.S. Code.

The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein.

The contents do not necessarily reflect the official views or policies of SCAG, DOT, or the State of California.

This report does not constitute a standard, specification or regulation. SCAG shall not be responsible for the City's use or adaptation of the report.

Walker Consultants has no responsibility for the persistence or accuracy of URLs for external or third-party internet websites referred to in this report and does not guarantee that any content on such websites is, or will remain, accurate or appropriate.

Executive Summary

Executive Summary

The Parking Management Master Plan (PMMP) is an effort by the City of Beaumont to guide the development of downtown such that it achieves the vision as set out in the Downtown Area Plan, a balanced and integrated mixed-use downtown area that functions as a place to work, live, shop, and gather. This development of the PMMP is based on the findings of the individual and collective tasks performed for this effort and outlined in the Scope of Services for this engagement:

- Stakeholder Outreach and Engagement
- Parking Facilities Utilization Study
- Downtown District Parking Requirements
- Parking Meter Pricing

Throughout this parking study engagement, we have learned much about the City of Beaumont's current parking challenges, developed strategies for addressing those challenges, and ultimately crafted a set of recommendations to align with the City's vision for the Downtown Area.

Parking Facilities Utilization Study Summary

Walker undertook the existing conditions task to inform the City of Beaumont Parking Management Master Plan effort. Information regarding parking supply, demand and usage patterns around the City, the public's experiences with parking through a significant effort to engage stakeholders, and information regarding local transit service were collected for this effort. Parking in Beaumont's traditional and older downtown was studied, as well as parking in some of the City's newer commercial centers.

Briefly, the study area was found to have a parking surplus in every subarea under study.

- The **Beaumont Avenue District** had a parking surplus of nearly **900 spaces**.
- The **Downtown District** had a parking surplus of slightly more than **1,500 spaces**.
- The **Marketplace Beaumont** had a surplus of slightly over **2,500 spaces**.
- The **Periphery** had a parking surplus of nearly **1,500 spaces**.

Walker's rough projection is that these spaces represent roughly forty (40) acres of unused parking spaces where we surveyed. While some of these spaces were on street, most were in off street parking lots.

The overall findings were clear. Ample parking generally exists throughout the City, with a few localized exceptions. Parking data was collected during reasonably busy days in mid-August 2020 although some, though not major, impacts of COVID-19 could be expected. However, even accounting for COVID-19 issues, the number of available parking spaces was significantly large as to suggest that in most cases current parking requirements are generous to motorists.

Two exceptions may be identified to the findings regarding parking availability. First, in the Downtown District, despite a large number of available parking spaces, some parcels may have inadequate parking on their sites for the current uses or to change to a use that is in greater demand by the market, this despite an overall surplus of more than 1,500 spaces found, the equivalent of approximately six or more acres of empty parking spaces.

Other locations where areas of concentrated parking demand were found was near some multifamily housing development, which is often typical, given more households and their vehicles located more closely together. In many cities in Southern California, higher densities of people, and by extension drivers, have been found in residential units due to increased costs, leading to more cars per unit.

Although parking surpluses were not uniform across study areas, overall, the abundance of parking availability suggested an opportunity to share parking between businesses, particularly in the Downtown District, where some parcels or properties may have a surplus of parking while for others parking is insufficient.

Downtown District Parking Requirements Summary

Walker developed parking requirement recommendations for the Downtown Area based upon its understanding of three interrelated components. The components are the Downtown Area Plan, guidance received from the City, and Walker's study of current conditions and analysis of community engagement performed in 2020.

Among these three components, the most significant considerations were:

- The Downtown Area Plan's concept for an "urban village" characterized by a robust Downtown Area achieved by the development of robust retail corridors and diverse housing types through an infill strategy focusing on vacant and underutilized properties.
- The City's prioritization of addressing present day challenges faced by developers and owners to satisfy the current parking requirements in the Downtown Area.
- The overall low utilization of existing parking spaces in the Downtown Area.

Methodology and Assumptions

From these three components, Walker generated four broad assumptions that guided the development of the parking requirement recommendations for the Downtown Area. Those assumptions are:

1

Design Day

The recommended parking requirements are to establish parking supply recommendations that will allow land uses within the Downtown Area to accommodate the parking demand of a typically busy day.

2

Implementation of the Parking Management Master Plan (PMMP)

The PMMP, will enable the City to right size the parking supply in the Downtown Area, and provide tools to manage that supply.

3

Alternative Means of Transportation to the Downtown Area

In the short and intermediate terms, there will not be an expansion of transit service significant enough to provide area employees and patrons a viable alternative to driving to the Downtown Area.

4

Parking as a Service

The City of Beaumont will continue to demonstrate a lean forward approach to parking. This approach reflects an understanding that parking is a service that enables land uses to meet development goals in the Downtown Area.

Recommended Parking Requirements for the Downtown Area

From its understanding and assumptions, Walker developed the following recommendations for the Downtown Area's parking requirements. Walker recommends minor adjustments to the city's parking requirements in the Downtown Area but recommends a program of in lieu parking fees and a pool of publicly available parking to make it easier for businesses to satisfy their parking requirements and open for businesses.

Parking Requirements for Land Uses

Walker recommended changes to the base parking requirements for land uses in the Downtown Area. The recommended changes include:

- A slight reduction in the parking requirements for multi- and multiple-family residences
- The standardization of parking requirements for assembly areas and churches and other religious institutions.
- Discontinuing the practice of counting compact spaces to the fulfillment of parking requirements
- Eliminating the parking requirement for truck and loading spaces in favor of a case-by-case consideration of the proposed spaces for each.

In Lieu Parking Fee and Shared Parking Recommendations

Walker recommends that the City establish a parking in lieu fee program and a pool of shared parking spaces for the purpose of providing businesses with both a feasible and flexible way for older buildings and new businesses to satisfy their parking requirements while the City may ensure that adequate parking exists in the downtown area. We recommend that property owners and businesses have the option to satisfy minimum parking requirements using one or a combination of the three measures:

1. Satisfying parking requirements by providing parking spaces on the same parcel as the land use, in compliance with Off Street Parking Requirements in Chapter 17.05 of the Code of Ordinances, with minor adjustments to some requirements as recommended.

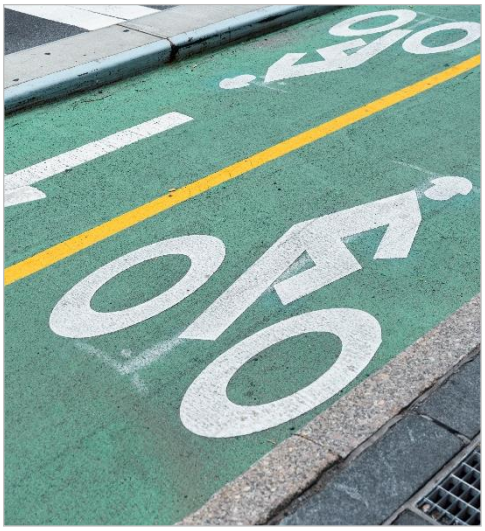
2. Sharing parking using a pool of available public or publicly available private parking spaces. The sharing of parking may be established either through an agreement with the owners of private parking located in close proximity to the parcel or, with the business or property owner responsible for establishing and maintaining the agreement with the private parking owner (as described in 17.05.080 with the minor adjustments recommended) or through the payment of a parking in lieu fee as outlined.

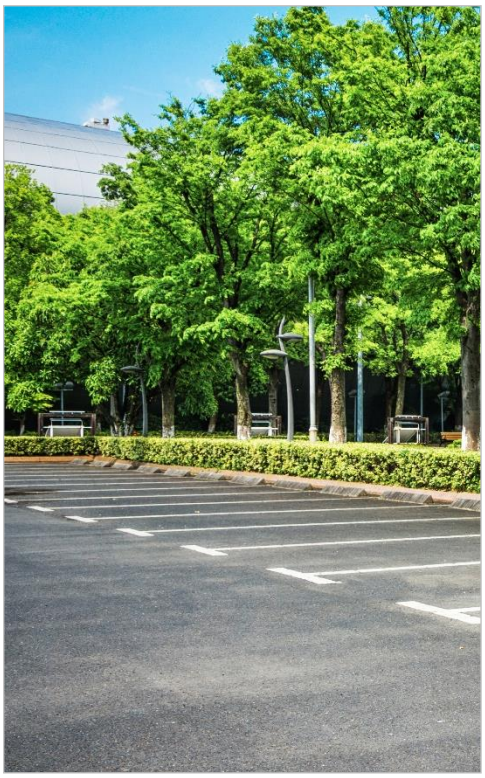
3. Payment of an annual parking in lieu fee payment per required parking space.

In Lieu Parking Fee

A parking in-lieu fee provides developers with flexibility in parking requirements, emphasizes shared rather than reserved parking, and gives cities one-time or potentially on-going funding to increase parking and or access to commercial areas. A parking in-lieu fee provides developers with an alternative to the traditional method of satisfying minimum parking requirements.

Walker recommends that the City modify Chapter 17.05 of its Code of Ordinances by adding language that enables the City to establish an in-lieu parking fee program for the Downtown Area.





Walker also recommends that the City concurrently begin developing criteria for calculating an appropriate in lieu parking fee, keeping in mind a key tenet based on our experience. An in-lieu fee that is ostensibly set to cover the cost of building new parking may be too expensive for developers to want to participate. An in-lieu fee that is low enough to attract developers' participation, may generate a relatively small amount of funds for the City to make improvements.

There is also practicality and precedent for parking in lieu fees to incentivize access through means other than building new parking facilities, including facilitating the use of existing parking and improving multimodal access overall, which would be in line with the City's efforts to improve the downtown commercial area.

Examples of parking projects other than the development of additional parking facilities include an optional program that uses existing private parking spaces for public use, sidewalk improvements to improve parking connections to businesses, and the enforcement of time limits for both on and off-street parking spaces. This option effectively increases the amount of parking available in the Downtown Area. Regular, ongoing enforcement encourages short-term parking by customers in the most convenient spaces, turning them over more rapidly, rather than having long term parkers remain parked in these spaces for extended periods of time.

A specific calculation of the appropriate parking in lieu fee amount is not included in Walker's Scope of Services for this engagement. However, as part of our recommendation that the City implement such a fee we suggest that a range of $600 to $900 per required space annually, or an upfront, one-time fee of $6,000 to $9,000. These fees can be seen as reasonable in terms of the cost to lease existing parking spaces or construct and maintain surface parking spaces. Further, as a policy tool and economic development measure, the lower amount could be applied to parking requirements triggered by a change of use of existing buildings while the higher amount could be used for new parking requirements triggered by new construction.

Parking Meter Pricing Summary

One of the key considerations in implementing paid parking is whether the conditions are there to support a viable paid parking system. The analysis conducted in the current conditions task (i.e., Parking Facilities Utilization Study) indicates that downtown Beaumont is not at a point today where paid parking is viable or desirable. Nonetheless, the City can pursue several productive strategies prior to implementing paid parking. The following recommendations offer strategies that the City can implement that would facilitate parking management throughout the downtown area.

Strategy 1: On Street Parking Stall Striping

The City can advance the formation of a formal public parking supply, especially in the downtown and in the near term, by striping on-street parking stalls in the downtown. Through this action, the City can create a formal inventory of on-street spaces. The advantage of identifying the inventory of on-street spaces in the downtown is that the City can better track the number of parking spaces that are available in the downtown, where they are available, and how they are being used, which in turn can facilitate monitoring the on-street parking supply. This clear quantification of spaces also identifies a pool of parking that may be used to satisfy parking requirements for new businesses, as discussed in the recommendations for parking requirements. Furthermore, should the City reach a point where it is ready for paid parking, the spaces and inventory will already be in place.

Strategy 2: Optimize use of Existing Off-Street Parking in the Downtown

Leasing underutilized private off-street parking lots to increase the pool of public parking in the downtown is significantly less expensive than the costly effort to build new parking. Further, rather than a centralized supply of parking located a significant walking distance from many or most businesses, smaller private lots can be strategically dispersed throughout the downtown so as to provide access to locations throughout the Downtown Area.

The City should also begin monitoring the pool of publicly available parking supply to ensure that it meets the needs of the downtown businesses, residents, visitors, and to determine whether changes are needed to improve the parking's effectiveness in serving the area, whether by increasing the number of spaces or operationally, through parking management strategies. Regular monitoring of the parking supply creates a more intentional, structured, and methodical approach to monitoring parking utilization, both on and off street. The data then, in an ongoing fashion, informs appropriate management strategies, decisions and opportunities for new businesses and development.

Strategy 3: Actively and Consistently Enforce Parking Regulations

A review of parking enforcement is not part of this effort however based on our observations during the study we recommend that once parking occupancy in the downtown reaches consistently high levels, the regular enforcement of parking regulations should be staffed to cover the downtown area parking supply with regularity.

Strategy 4: Turnover of On-Street Spaces

In a downtown setting, maintaining the most convenient parking spaces for customers is the key to maximizing parking capacity. Today, the City of Beaumont regulates on-street parking in the downtown with time limits. Limits on parking duration can ensure that the parking spaces that are closest to businesses and the easiest to find are available, so that more cars (and more customers) can use the finite number of parking spaces. However, time limits are only effective when enforcement is effective.

Walker recommends that, through parking enforcement measures, the City prioritize turnover of short-term on-street spaces to ensure that they remain available for patrons and visitors to local downtown establishments. This is particularly important when the availability of on-street parking spaces becomes scarce.

Strategy 5: Implementation of Paid Parking in the Downtown Area

Once levels of parking demand and occupancy are at high levels, consistently above 85% occupancy along block faces during busy periods, Walker recommends that the City pursue the implementation of paid parking on those impacted blocks in order to manage the public parking supply. By putting a price on the time spent at a parking space, the City can control the turnover of parking spaces, and thus enhance the availability of parking, much more effectively than with time limits. Parking for a short time affordable to customers but the long-term price keeps the spaces available for customers.

Prior to implementation, the City must consider the costs to implement a paid parking system which could include costs to acquire parking meters, monthly management fees, and transaction fees among other costs. Typically, if the demand for parking management warrants the installation of paid parking, it should cover the cost to install and operate paid parking technology. That said, with the advent of pay-by-cell using cell phone technology, the costs to implement paid parking appear to be coming down.

Strategy 6: Parking Benefit District

The primary goal and benefit of paid parking is not revenue, but rather the improved management of the parking system by facilitating parking availability for customers in convenient spaces. However, revenue can be a positive by product of paid parking.

Parking benefit districts (PBDs) are geographically defined areas, typically in commercial areas in which the parking supply and revenue it may generate are focused on managing parking supply and demand to ensure that the parking serves the district as effectively as possible. It is returned to the district to pay for neighborhood improvements that are prioritized by local stakeholders.

A parking benefit district facilitates the implementation and operation of paid parking by providing those whose businesses and properties are in the district some control over the policies and revenue generated by paid parking. This not only allows those businesses and property owners to weigh the costs and benefits of paid parking policies, but also allows for revenue generated in the district to remain in the district to fund operational and capital improvements. In this way it also addresses political concerns that can arise from the implementation of paid parking. While certainly a valid concern, paid parking can be introduced as a Parking Benefit District system to make charging for parking more palatable to stakeholders.

Strategy 7: Adjust Parking Prices Higher or Lower to Manage Demand

Pricing adjustments are an effective way of managing parking in a downtown system. There are always some parking spaces in higher demand than others, creating imbalances between locations where parking is not available and others where parking available is ample.

Drivers tend to prefer to park on the street than in a parking lot or garage because on-street spaces are often more convenient. As a result, these spaces tend to be occupied first. A best practice of parking management is to price the street higher than the off-street, or wherever parking demand is highest and availability low. By doing so, drivers are nudged to park in off-street areas, and are given the choice to pay for the convenience of on-street parking should they prefer to do so.

In addition to placing a higher price on the street than on off-street parking, the City can employ a demand-based pricing strategy. In parking, demand-based pricing is used to shift the demand from parking on one block to another less utilized block. The shift occurs by lowering the price or restriction of the lesser utilized block, which in turn draws demand from drivers wanting to pay a lower price.

Demand-based pricing not only helps to alleviate pressure from blocks that experience the highest demand, but it also helps to shift demand to underutilized areas, thereby creating a more efficient system in which existing parking supplies are utilized to the highest extent possible.

Strategy 8: Residential Parking Permit Program

A potential consequence of implementing paid parking is spillover into the residential streets that surround the commercial areas. To protect residential neighborhoods from parking spillover originating from commercial or surrounding non-residential uses, a solution is a residential parking permit program (RPPs).

A parking permit program is typically a geographically defined area where parking is actively managed via permits to allow for on-street parking use by designated parkers, such as residents, their guests, and others. Parking permits are then required to park in designated areas on the streets within the RPP. It is customary to charge a fee and require that the vehicle be registered to an address within the RPP.

Strategy 9: Downtown Streetscape and Pedestrian Infrastructure

An important goal of the "park once" philosophy that the Downtown Area Plan strives to achieve is an inviting and comfortable pedestrian network. A well-connected pedestrian network provides safe and pleasant passage of pedestrians throughout the downtown, between businesses and parking spaces, and is generally advantageous to downtown businesses.

Effective pedestrian connectivity can also lead to more efficient use of the existing parking supply, allowing for more businesses without large new surface parking lots. If walking to different destinations in the downtown is convenient and pleasant, visitors, customers, employees, and any other downtown stakeholder are less likely to object to parking a distance away from their destination and not insist on driving to multiple destinations within the downtown. When robust demand for parking exists, paid parking and an improved parking district will facilitate this.

One of the strategies of the General Plan (LUCD 11) prioritizes pursuing funding for pedestrian network improvements. Should the City implement an in-lieu parking fee and paid parking, funds generated from these measures can help support enhancements to pedestrian infrastructure.

Parking Management Master Plan Recommendations

It is important to note that the implementation of the following recommendations need not occur at the exact timeframes indicated. The time frames are meant to suggest a reasonable time frame or progression for the plan.

Short-Term Recommendations (1-2 years)	
1	Identify and stripe on-street parking stalls in the downtown area to create a formal supply of parking
2	Assemble a pool of publicly available parking, on and off-street
3	Lower parking requirements for the downtown area
4	Implement an in-lieu parking fee program
5	Monitor the use of the public parking supply
6	Create a Downtown Parking and Transportation Fund (DPTF) to fund operational and capital improvements to increase the availability of parking and transportation options for business, workers, customers, and others visiting downtown Beaumont.
7	Free up underused private parking for partial or full public use
8	Adjust the City' shared parking policy to allow for more flexibility in meeting parking requirements but structure the policy toward keeping with the City's vision for the downtown area

Mid-Term Recommendations (1-2 years)	
9	Implement streetscape and pedestrian network improvements in the downtown to support the "park once" philosophy that the City highlighted in the Downtown Area Plan
10	Implement a signage and wayfinding plan for the downtown area as part of the management of the downtown parking supply
11	Increase parking enforcement in support of parking management efforts by ensuring turnover of short-term spaces
Long-Term Recommendations (5+ years)	
12	If, when and/or where levels of parking demand and occupancy are at consistently high levels in the Downtown Area, Walker recommends the City explore implementing paid parking to manage the public parking supply
13	Implement a parking benefit district. A parking benefit district facilitates the implementation and operation of paid parking by providing those whose businesses and properties are in the district some control over the policies and revenue generated by paid parking. This not only allows those businesses and property owners to weigh the costs and benefits of paid parking policies, but also allows for revenue generated in the district to remain in the district to fund operational and capital improvements
14	If/when the need arises, implement a residential parking permit program
15	Pursue a demand-based pricing strategy to manage parking demand in the downtown area. Demand-based pricing not only helps to alleviate pressure from blocks that experience the highest demand, but it also helps to shift demand to underutilized areas, thereby creating a more efficient system in which existing parking supplies are utilized to the highest extent possible

01

Parking Facilities Utilization Study and Stakeholder Outreach and Engagement

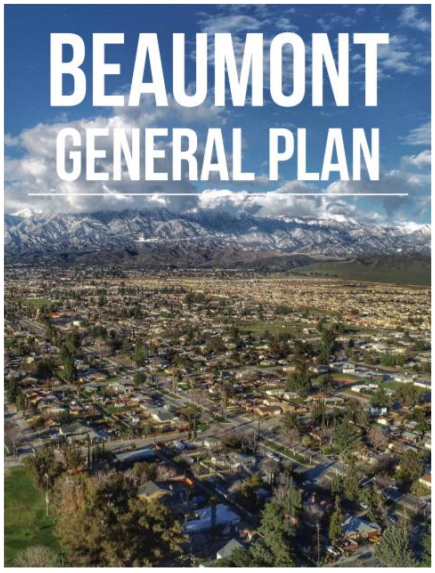
Introduction

The City of Beaumont, California has engaged Walker Consultants to support the development of the Beaumont Citywide Parking Management Master Plan (PMMP). The main goal of the plan is to support economic development in the city generally by enabling the City, developers, and stakeholders to make informed decisions on how to:

- address existing parking issues,
- provide adequate parking for future development, and
- protect the core values of the City's neighborhoods.

The objectives of the PMMP are:

- To 'right-size' parking requirements such that they result in sufficient parking for businesses to thrive, but not so much parking that land is wasted and downtown has too much underutilized land.
- To align parking requirements with the vision for the downtown area as described in the City of Beaumont's General Plan – Downtown Area Plan Chapter, which says:



"Downtown Beaumont will be the heart of the City, providing an exciting diversity of economic, residential, and cultural opportunities. It will be a vibrant and dynamic place to work, live, shop, and gather for special events. It will also be a pedestrian-friendly environment with comfortable sidewalks and an inviting streetscape. The Downtown Area Plan will create a balanced and integrated mix of residential, office, retail and civic land uses that generate daily activity in the daytime and evenings and create a lively and dynamic environment. This Plan encourages opportunities for public gathering spaces and parks for civic and cultural events that are supported by a street network which meets the needs of pedestrians, bicyclists, and motor vehicles."

To develop a parking strategy that allows for more equitable multi-modal system in the downtown area, not only serving motorists.

While the focus of this study is on the downtown area, as part of this analysis Walker looked at different commercial developments around the city to determine current and localized levels of parking utilization for different land uses. These will help inform the parking requirements recommendations.

Current Conditions

Walker conducted fieldwork in August 2020 to understand local, parking conditions in the City of Beaumont. Understanding local conditions is an important first step towards understanding the efficacy of existing parking requirements to address the city's needs and the basis for understanding how parking requirements could be refined.

The study of local conditions helps to address questions including: How many parking spaces are in the study area and where are they located? What is the peak level of occupancy during a typical week? Do some land uses have parking spaces to spare? Unused parking represents an underutilized asset and an opportunity.

For this study, the current conditions include the supply of and demand for parking spaces in the study area, a determination of peak occupancy, and the identification of areas that have significant surplus parking.

- The location and quantity of existing on-street parking spaces within the study area;
- The location and quantity of existing City-owned off-street parking spaces within the study area;
- The location and quantity of existing off-street, publicly accessible parking spaces that are not tied to a particular land use the study area;
- The location and quantity of existing off-street parking facilities that are tied to a particular building or land use, and a description of the subject building or land use using Riverside County Tax Assessor use code.
- Analysis of the rate of utilization of all parking spaces within a one-week period to be determined by the City, SCAG , and the Consultant, highlighting utilization patterns during one weekday during daytime hours, one weekday during evening hours, one weekend during daytime hours and one weekend during evening hours.
- Analysis of where individual parking facilities, as categorized above, are maximized (90% and higher), where their use is moderate (75% to 89%) and where their use is low (74% and below)

Existing Parking Supply/Demand

Walker performed fieldwork for this engagement recognizing that parking demand would be impacted by the ongoing COVID-19 pandemic and the related economic issues caused by the pandemic. Additionally, Walker recognized that the Apple Fire in Banning Canyon might impact parking demand in the study area.

These crises may have had some impact on parking demand patterns in the study area due to COVID-19 related restrictions on hours and method of operation for businesses and restaurants resulted in a decrease in parking demand after 5:00 PM on August 13 and after 6:00 PM on August 15, 2020.

Study Area

The study area for this project was determined through conversations between the City of Beaumont (the City) and Walker Consultants. While this engagement calls for the development of a citywide parking management master plan (PMMP) for all of Beaumont, the City is particularly interested in parking conditions in two subareas of the City's Downtown Area Plan – the Beaumont Avenue Subarea and the Downtown Core Subarea, which were the focus.

The study area is comprised of four subareas:

- The first two are subareas of the City's Downtown Area Plan.
- The third area consists of an array of land uses throughout the City of Beaumont.
- The fourth area is comprised of the commercial centers on 2nd Street including Marketplace Beaumont and San Gorgonio Village.

The first area generally corresponded to the Beaumont Avenue Subarea of the City of Beaumont Downtown Area Plan. This area was bordered by 13th Street to the north and 8th Street to the south. The western boundary was the west and east side of Euclid Avenue between 13th Street and 8th Street. The eastern boundary was Magnolia Avenue extended between 13th Street and 12th Street, and both sides of Magnolia Avenue between 12th and 8th Street. This area consisted of ten (10) blocks.

The second area consisted of the Downtown Core Subarea of the City of Beaumont Downtown Area Plan. The north boundary was 8th Street, the southern boundary was the I-10 freeway. The western boundary between 8th Street and 7th Street was California Avenue and Egan Avenue between 7th Street and the I-10 freeway. The eastern boundary was Palm Avenue. This area consisted of 23 blocks.

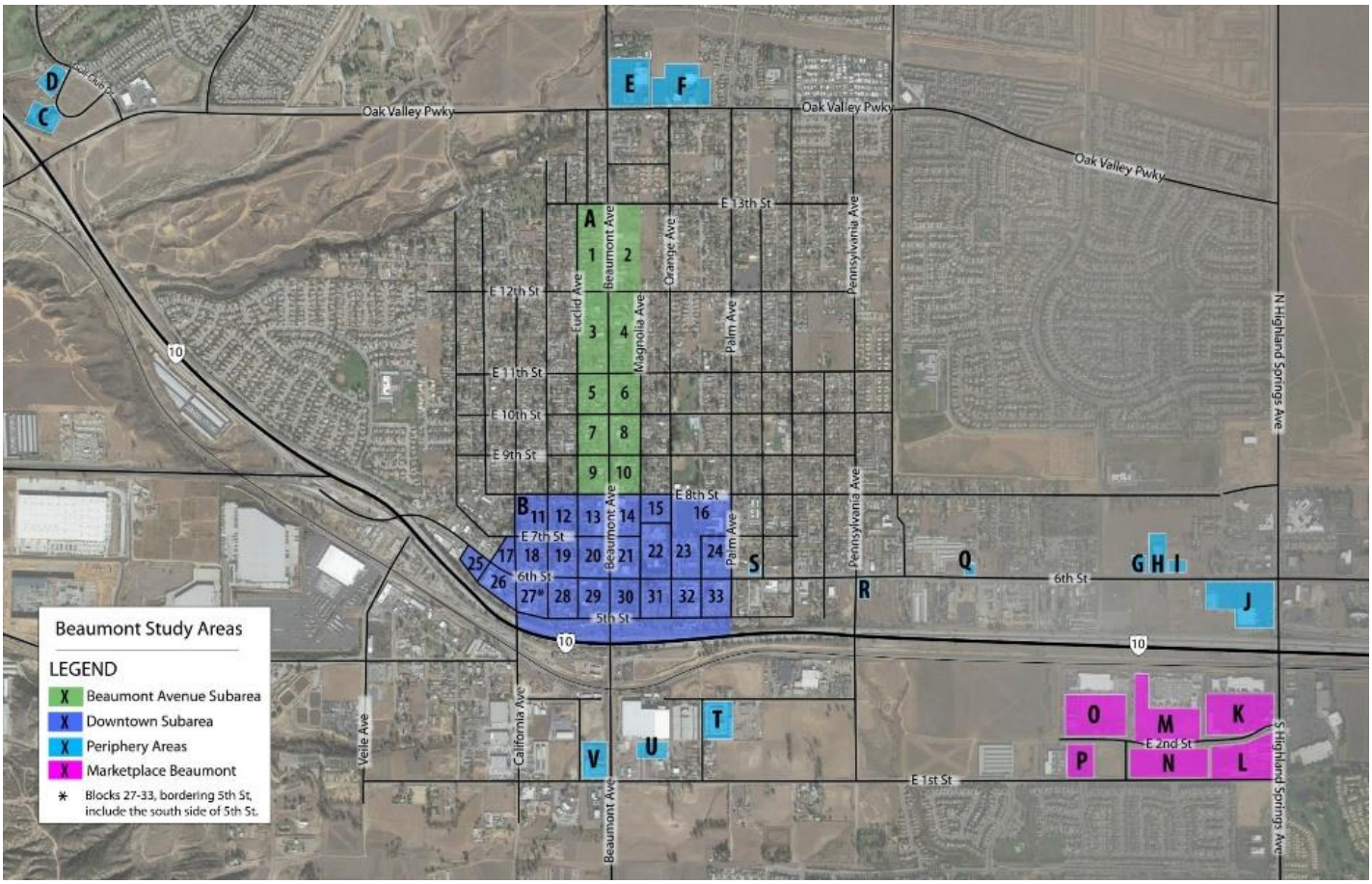
The third area consisted of 14 areas located in an arc that swept clockwise from the I-10 Freeway and Oak Valley Parkway to Beaumont Avenue and 1st Street.

The fourth area included the Marketplace Beaumont commercial center and San Gorgonio Village shopping center.

Study Area Map

The following map illustrates the four areas where Walker performed fieldwork.

Figure 1: City of Beaumont Study Area



Source: Walker Consultants, 2020

In the Downtown Core Subarea, the southern boundaries of blocks 27 to 33 were the I-10 Freeway.

Methodology

Walker conducted fieldwork on August 11, 13, and 15, 2020. An inventory of on- and off-street parking spaces in the three areas took place on August 11. In Marketplace Beaumont, the land uses on Block N (San Gorgonio Village) were not fully built out and occupied. Nonetheless, the inventory data were added to the area totals.

A total of four occupancy counts took place – two on Thursday, August 13, and two on Saturday, August 15. The counts on each day were centered around the early afternoon (between 1:00 PM and 3:00 PM) and early evening (between 5:00 PM and 7:00 PM), typical peak.

The timing of the occupancy counts reflected Walker's experience in data collection in Southern California communities similar to Beaumont--these two intervals are generally when peak demand occurs.

Parking Supply

The following table summarizes Walker's inventory of the study area.

Table 1: Summary of Parking Inventory by Area and Space Type, August 2020

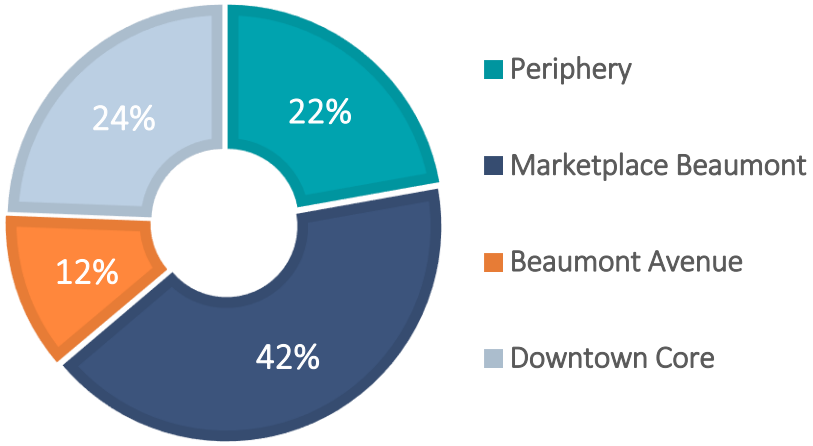
LOCATION	INVENTORY		
Area Description	On Street	Off Street	Total
Periphery	0	2,331	2,331
Marketplace Beaumont	0	4,369	4,369
Subtotal	**0**	**6,700**	**6,700**
Beaumont Avenue Subarea	687	550	1,237
Downtown Core Subarea	1,092	1,470	2,562
Subtotal	**1,779**	**2,020**	**3,799**
Area Totals	**1,779**	**8,720**	**10,499**

TOTAL PARKING SPACE ALLOCATION BY PERCENTAGE

The study area had a total of **10,499±** spaces.

Of this total, **1, 779±** were on street spaces and **2,020±** off street spaces in the Beaumont Avenue and Downtown Core Subareas. Overall, the two Downtown subareas had **36±%** of the total inventory in the study area.

Marketplace Beaumont's **4,369±** off street spaces were **42%±** of the study area total.



The following table summarizes the parking supply of the periphery by location and space type.

Table 2: Peripheral Area Parking Inventory by Space Type, August 2020

LOCATION	INVENTORY		
Map Location	On Street	Off Street	Total
C	0	102	102
D	0	176	176
E	0	379	379
F	0	442	442
G	0	43	43
H	0	109	109
I	0	37	37
J	0	654	654
Q	0	20	20
R	0	26	26
S	0	27	27
T	0	109	109
U	0	113	113
V	0	94	94
Area Totals	**0**	**2,331**	**2,331**

The peripheral areas are served by **2,331±** off street parking spaces.

The following table summarizes the parking supply of Marketplace Beaumont by location and space type.

Table 3: Marketplace Beaumont Parking Inventory by Space Type, August 2020

LOCATION	INVENTORY		
Map Location	On Street	Off Street	Total
K	0	916	916
L	0	383	383
M	0	1,150	1,150
N	0	529	529
O	0	938	938
P	0	453	453
Area Totals	**0**	**4,369**	**4,369**

Note:
*Area N spaces not fully in service.

Area N (San Gorgonio Village) was not fully built out and occupied when the fieldwork was performed. The inventory was included because Walker determined that the inclusion did not materially impact its analysis of parking demand patterns.

The following table summarizes the Beaumont Avenue Subarea parking inventory by space type.

Table 4: Beaumont Avenue Subarea Parking Inventory by Space Type, August 2020

LOCATION	INVENTORY		
Map Location	On Street	Off Street	Total
1	101	0	101
2	58	213	271
3	92	83	175
4	92	146	238
5	58	2	60
6	53	40	93
7	63	28	91
8	59	26	85
9	57	12	69
10	54	0	54
Area Totals	**687**	**550**	**1,237**

More than half of the Beaumont Avenue Subarea's **1,237** spaces are on street.

The following table summarizes the Downtown Core Subarea parking inventory by space type.

Table 5: Downtown Core Subarea Parking Inventory by Space Type, August 2020

LOCATION	INVENTORY		
Map Location	On Street	Off Street	Total
11	57	55	112
12	68	0	68
13	58	125	183
14	57	116	173
15	40	0	40
16	64	0	64
17	33	15	48
18	52	23	75
19	56	39	95
20	39	112	151
21	45	81	126
22	47	31	78
23	27	142	169
24	34	76	110
25	31	51	82
26	44	15	59
27	49	59	108
28	67	22	89
29	38	177	215
30	34	139	173

31	46	29	75
32	60	104	164
33	46	59	105
Area Totals	**1,092**	**1,470**	**2,562**

The on-street spaces were **42%** of the Downtown Core Subarea's parking supply.

The following table summarizes the off-street parking supply by area and land use.

Table 6: Summary of Parking Inventory by Land Use and Area

LAND USE	Beaumont Subarea	Downtown Subarea	Periphery	Market Place Beaumont	Total
Retail - General	68	581	47	853	1,549
Department Store		3		1,112	1,115
Neighborhood Shopping Center		40	76	916	1,032
Place of Worship	273	23	442		738
Not Specified		114		505	619
Grocery/Produce Store, Retail - General			541		541
Commercial				503	503
Full Service Restaurant	13	116	195	38	362
Grocery/Produce Store, Neighborhood Shopping Center			303		303
Retail-General, Fast Food Restaurant, Automotive Repair				231	231
CT - Hotel		117	102		219
CT-Golf Course			176		176
Light Industrial		47	109		156
Bank		73	37	41	151
Vacant Commercial			113		113
Hardware			109		109
Full Service Restaurant, Bank				87	87
Vacant Residential Lot*		86			86
Office - Medical	28	9	43		80
Office - General	33	47			80
Mortuary/Funeral Home	72				72
Vacant Commercial Land		67			67
Grocery/Produce Store	30	7	26		63
Government Property	25			28	53
Retail with Living Unit		47			47
Car Wash				29	29
Homesite <1 Acre		29			29

Undefined (EV Charging)				26	26
Service Station w/Convenience Store		14	12		26
Residential Use Zoned Commercial	8	15			23
Club/Lodge Hall		17			17
Automotive Repair		15			15
Single Family Dwelling		3			3
Total Spaces	**550**	**1,470**	**2,331**	**4,369**	**8,720**
Total Land Use Categories	**9**	**21**	**15**	**12**	**33**

Source: Walker Consultants, 2020

Chapter 17.05.040 of the City of Beaumont Code of Ordinances sets out parking requirements for 22 land uses. In comparison, the online portal for Riverside County Assessor-County Clerk-Recorder provides 33 definitions for land uses in the study area.

Peak Parking Occupancy

Walker conducted four occupancy counts. Two on a weekday, Thursday, August 13, 2020, and two on a weekend, Saturday, August 15, 2020.

The weekday counts were centered around 2:00 PM and 6:00 PM. The weekend counts were centered around 2:00 PM and 6:00 PM. In Walker's experience, both before and during the COVID-19 pandemic, the interval of peak parking demand during weekdays and weekend days in study areas similar to Beaumont occur at or about 2:00 PM. During the evening, Walker has observed that the COVID-19 pandemic has seen a shift in peak parking demand from an interval centered around 7:00 PM to one centered around 6:00 PM.

Table 7: Summary of Peak Parking Occupancy by Area and Space Type, August 13, 2020

LOCATION	INVENTORY			PEAK OCCUPANCY			
Area Description	On Street	Off Street	Total	On Street	Off Street	Total	Percentage
Periphery	0	2,331	2,331	0	519	519	22%
Marketplace Beaumont	0	4,369	4,369	0	1,206	1,206	28%
Subtotal	**0**	**6,700**	**6,700**	**0**	**1,728**	**1,728**	**26%**
Beaumont Avenue Subarea	687	550	1,237	111	56	167	14%
Downtown Core Subarea	1,092	1,470	2,562	227	423	650	25%
Subtotal	**1,779**	**2,020**	**3,799**	**338**	**479**	**817**	**22%**
Area Totals	**1,779**	**8,720**	**10,499**	**338**	**2,204**	**2,542**	**24%**

Source: Walker Consultants, 2020

During the interval of peak parking demand, the total study area was less than 25% occupied. Overall, Marketplace Beaumont saw the highest level of occupancy at 28%.

The following tables summarizes the peak parking occupancy for the Periphery area, Marketplace Beaumont, the Beaumont Avenue Subarea, and the Downtown Core Subarea.

Table 8: Peripheral Area Peak Parking Occupancy, Thursday, August 13, 2020

LOCATION	Occupancy			
Map Location	On Street	Off Street	Total	Percentage
C	0	15	15	15%
D	0	44	44	25%
E	0	94	94	25%
F	0	0	0	0%
G	0	20	20	47%
H	0	35	35	32%
I	0	8	8	22%
J	0	219	219	33%
Q	0	0	0	0%
R	0	11	11	42%
S	0	13	13	48%
T	0	11	11	10%
U	0	30	30	27%
V	0	19	19	20%
Area Totals	**0**	**519**	**519**	**22%**

Source: Walker Consultants, 2020

Area J contains the Beaumont Center Shopping Mall, which features two grocery stores and numerous restaurants.

Table 9: Marketplace Beaumont Peak Parking Occupancy, Thursday, August 13, 2020

LOCATION	Occupancy			
Map Location	On Street	Off Street	Total	Percentage
K	0	355	355	39%
L	0	103	103	27%
M	0	418	418	36%
N	0	0	0	0%
O	0	283	283	30%
P	0	47	47	10%
Area Totals	**0**	**1,206**	**1,206**	**28%**

Note:
Area N spaces not in service. Were the spaces removed from the inventory, the occupancy percentage would be 31%. (1,206/3,840)

Source: Walker Consultants, 2020

Table 10: Beaumont Avenue Subarea Peak Parking Occupancy, Thursday, August 13, 2020

LOCATION	Occupancy			
Map Location	On Street	Off Street	Total	Percentage
1	9	0	9	9%
2	3	2	5	2%
3	16	7	23	13%
4	15	7	22	9%
5	6	0	6	10%
6	10	13	23	25%
7	16	8	24	26%
8	19	19	38	45%
9	6	0	6	9%
10	11	0	11	20%
Area Totals	**111**	**56**	**167**	**14%**

Source: Walker Consultants, 2020

Table 11: Downtown Core Subarea Peak Parking Occupancy, Thursday 13, 2020

LOCATION	Occupancy			
Map Location	On Street	Off Street	Total	Percentage
11	12	11	23	21%
12	13	0	13	19%
13	4	46	50	27%
14	4	21	25	14%
15	9	0	9	23%
16	11	0	11	17%
17	6	1	7	15%
18	8	4	12	16%
19	20	1	21	22%
20	14	24	38	25%
21	17	36	53	42%
22	11	9	20	26%
23	3	28	31	18%
24	2	18	20	18%
25	23	20	43	52%
26	2	2	4	7%
27	6	25	31	29%
28	19	5	24	27%
29	14	55	69	32%
30	2	51	53	31%
31	13	14	27	36%
32	12	36	48	29%
33	2	16	18	17%
Area Totals	**227**	**423**	**650**	**25%**

Source: Walker Consultants, 2020

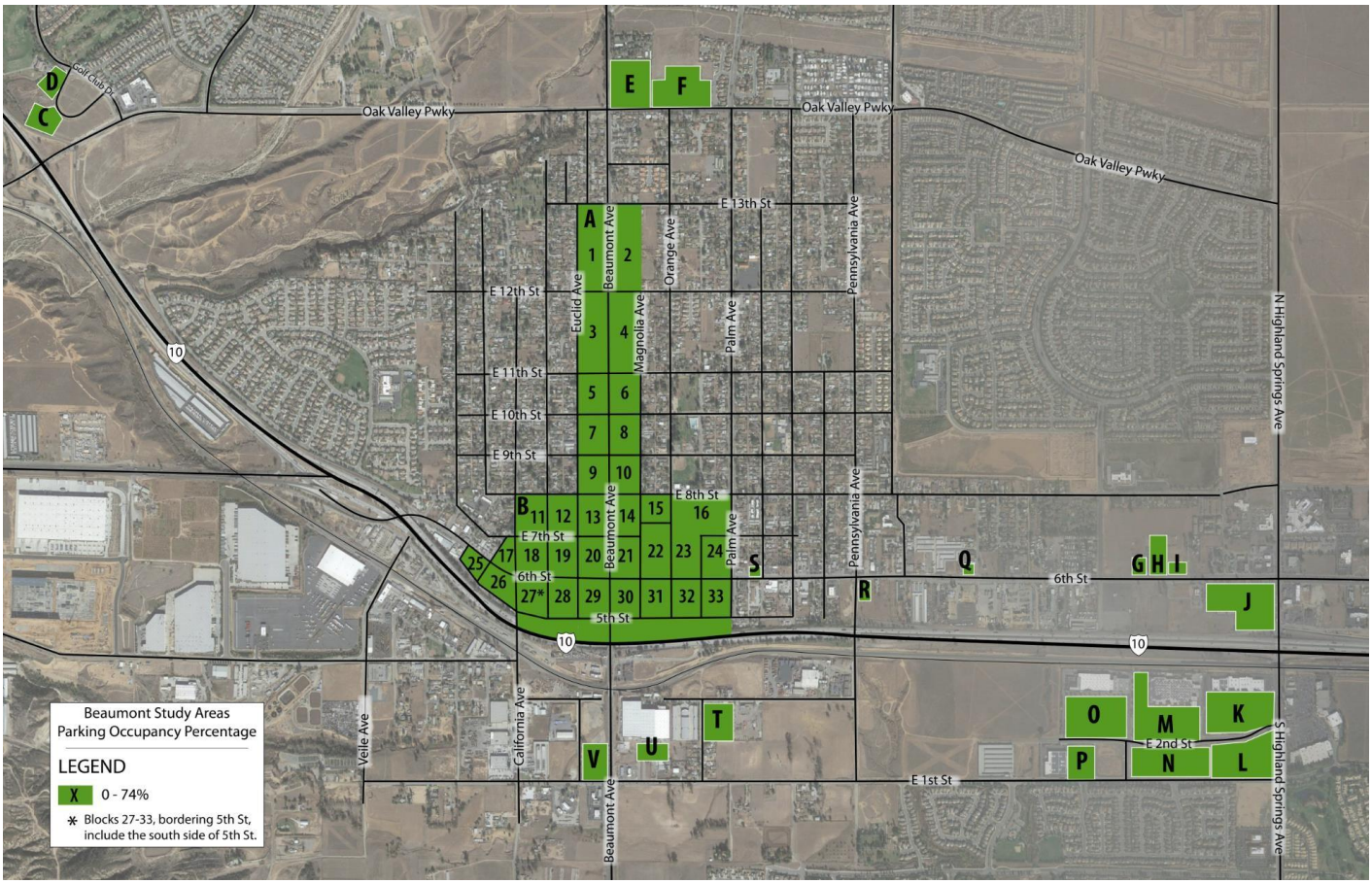
Heat Map

A heat map is a visual representation of parking occupancy. For this study, Walker produced heat maps using three colors to represent levels of occupancy.

- Green Represents areas that had a peak occupancy that was low, below, or equal to 74%
- Yellow Represents areas that had a peak occupancy that was moderate, or between 75% and 89%
- Red Represents areas that had a peak occupancy that was high, or 90% or greater.

Figure 2, on the following page is a heat map of the study area during the interval of peak weekday occupancy. It should be noted that a heat map of the interval of peak weekend occupancy would look the same.

Figure 2: City of Beaumont Study Areas, Peak Occupancy, August 13, 2020



Source: Walker Consultants, 2020

Effective Parking Supply

To project the performance of a parking system on a typically busy day, Walker applies an effective supply factor (ESF) to the parking inventory. The effective supply factor represents the number of spaces that may be temporarily unavailable at a given moment due to vehicular and pedestrian traffic in drive aisles, to parked cars occupying more than one space, to spaces being out of service for maintenance, and other factors.

The effective supply factor is selected based upon three criteria: the land use which a parking facility serves, the user groups parking in the facility, and the parking facility's functional design. Generally, a parking structure that provides employee parking for nearby offices will have a higher ESF because motorists who regularly use a facility become adept at parking in it. Conversely, a parking facility that serves retail and restaurant land uses will have a lower ESF because shoppers, diners, and patrons may not be as familiar with the facility.

For this study, Walker applied an ESF of 0.85 to all parking areas.

A parking surplus occurs when the effective parking supply is greater than the parking demand.

The following table summarizes Walker's analysis of the peak parking demand for off street spaces against the total inventory of off-street parking spaces for each subarea as well as the effective supply of off-street parking for each subarea.

Table 12: Available Spaces and Parking Surplus, Off-Street

LOCATION Area Description	Inventory Off Street (A)	Effective Supply (B)	Peak Occupancy (C)	Available Spaces* (A-C)	Parking Surplus** (B-C)
Periphery	2,331	1,984	519	1,812	1,465
Marketplace Beaumont	4,369	3,714	1,206	3,163	2,508
Beaumont Avenue Subarea	550	467	56	494	411
Downtown Core Subarea	1,470	1,251	423	1,047	828
Subtotal	**2,020**	**3,799**	**479**	**1,541**	**1,239**
Area Totals	**8,720**	**10,499**	**2,204**	**6,516**	**5,212**

Notes:

* Values are area totals for inventory less parking occupancy.
** Assumes effective supply factor of 0.85, applied to parking supply of each land minus parking occupancy of each land use at peak.

Source: Walker Consultants, 2020

Overall, the study area had a surplus of off-street parking spaces totaling **5,212±**.

The following tables summarize Walker's analysis of the peak parking demand for on street spaces in each subarea against the total inventory of on street parking spaces and the effective supply of on street parking spaces.

Table 13: Available Spaces and Parking Surplus, On-Street

LOCATION Area Description	Inventory On Street (A)	Effective Supply (B)	Peak Occupancy (C)	Available Spaces* (A-C)	Parking Surplus** (B-C)
Periphery	0	0	0	0	0
Marketplace Beaumont	0	0	0	0	0
Beaumont Avenue Subarea	687	593	111	576	482
Downtown Core Subarea	1,092	933	227	865	706
Subtotal	**1,779**	**1,526**	**338**	**1,441**	**1,188**
Area Totals	**1,779**	**1,526**	**338**	**1,441**	**1,188**

Notes:

* Values are area totals for inventory less parking occupancy.
** Assumes effective supply factor of 0.85, applied to parking supply of each land minus parking occupancy of each land use at peak.

The Beaumont Avenue Subarea had a surplus of **482±** on street parking spaces and the Downtown Core Subarea had a surplus of **706±** on street parking spaces.

The following table summarizes Walker's analysis of the peak parking demand for all spaces against the total parking supply for each subarea and the effective parking supply for each subarea.

Table 14: Available Spaces and Parking Surplus, All Spaces

LOCATION Area Description	Inventory All Street (A)	Effective Supply (B)	Peak Occupancy (C)	Available Spaces* (A-C)	Parking Surplus** (B-C)
Periphery	2,331	1,984	519	1,812	1,465
Marketplace Beaumont	4,369	3,714	1,206	3,163	2,508
Beaumont Avenue Subarea	1,237	1,060	167	1,070	893
Downtown Core Subarea	2,562	2,184	650	1,912	1,534
Subtotal	**3,799**	**3,244**	**817**	**2,982**	**2,427**
Area Totals	**10,499**	**8,942**	**2,542**	**7,957**	**6,400**

Notes:

* Values are area totals for inventory less parking occupancy.
** Assumes effective supply factor of 0.85, applied to parking supply of each land minus parking occupancy of each land use at peak.

The study area had a surplus of **6,400±** parking spaces during the interval of peak demand.

Findings

The study area had a parking surplus in every subarea.

- The Periphery had a parking surplus of nearly 1,500 spaces.
- The Marketplace Beaumont had a surplus of slightly over 2,500 spaces.
- The Beaumont Avenue Subarea had a parking surplus of nearly 900 spaces.
- The Downtown Core Subarea had a parking surplus of slightly more than 1,500 spaces.

Observations

While conducting the inventory and occupancy counts, Walker made the following observations.

Marketplace Beaumont

- Numerous motorists were observed sitting in parked vehicles with idling engines for extended periods of time.
- The abundance of empty parking spaces coupled with inattention to signage and wayfinding appeared at times to encourage undesirable and/or unsafe driver behavior of cutting across drive aisles and not following the direction of signage.
- The abundance of empty parking spaces in many of the large commercial centers, coupled with drivers' inattention to signage and wayfinding appeared at times to encourage undesirable and/or unsafe driver behavior of cutting across drive aisles and not following the direction of signage. During its fieldwork, Walker observed opportunities for improved functional design, traffic calming, and signage that could better enable motorists and pedestrians to navigate off-street lots.

Beaumont Avenue Subarea

- Extensive stretches of available on street parking in both commercial and residential areas
- Most off street lots served a single land use.

Downtown Core Subarea

- Clusters of parking in front of multi-family housing may make on street parking appear more congested at the following locations.
    - Edgar Avenue, south of 7th Street
    - Palm Avenue, south of 7th Street
    - East 5th Street, between Maple and Palm
    - East 7th Street, between Magnolia Avenue and Orange Avenue
- Beaumont Avenue might benefit from clearer and more consistent signage, specifically, four way stop signs.
- The angled on-street parking along 6th Street might present challenges to visitors backing out of spaces.
    - The challenge of identifying and navigating these angled spaces may motivate motorists to park in nearby residential areas instead if speeds on 6th Street create a perception of challenging ingress and egress conditions into spaces.
- The majority of on street parking during business hours on 5th Street west of Beaumont appeared likely caused by auto body shops moving stored vehicles, rather than customer or employee personal vehicles.
- The marked on-street parking spaces on the west side of Orange Avenue between 6th Street and 7th Street may be subject to flooding at some times.

Transit Routes, Stops, and Parking

Even if most people traveling to, from and within Beaumont drive, transit service provides travel choices to people who cannot or prefer not to drive. It also can provide benefits in terms of less traffic, improved air quality and the need for fewer parking spaces. In keeping with the vision of the downtown area as provided in the General Plan of moving toward a more multi-modal system, a summary of the key transit stops in the City as well as potential parking associated with those stops is included. It must be noted that this is a brief overview of transit services available in the City of Beaumont. The City is currently undertaking a comprehensive operations analysis of its transit program under a separate effort[1].

There are currently five (5) fixed-transit routes operated by Beaumont Transit, the City's transit service. These include:

- Route 3 – a weekday route with service to Walmart, Sundance, Beaumont High, both middle schools, Chatigny Rec Center, and portions of Cherry Valley.
- Route 4 – a weekday route with service to Walmart, Chatigny Rec Center, Beaumont Library, mid-town Beaumont, and both middle schools. Route 4 offers an alternate route upon request to the industrial area of Beaumont including Amazon and Wolverine as well as to Three Rings Ranch Park.
- Commuter Link 120 – a weekday service that connects Beaumont to the San Bernardino Transit Center.
- Commuter link 125 – a weekday service that connects Beaumont to Redlands and Loma Linda VA Hospital.
- Casino Express – a weekday service that connects Beaumont to the Cabazon Outlets and Morongo Resort and Casino.

Weekend service is available via combo Route 3/4 which operates from Cherry Valley to Beaumont via Pennsylvania Avenue and includes the Beaumont Library, Walmart, and 6th Street.

There are also several routes that are operated by other agencies which provide service to Beaumont. Those service providers include SunLine Transit, Pass Transit (Banning), and RTA, among others.

In looking at the transit stops that are available within the study area, the key stops include the Civic Center and Marketplace Beaumont, near the Walmart. These two stops have potential parking opportunities adjacent to them in addition to their current connections to other transit services.

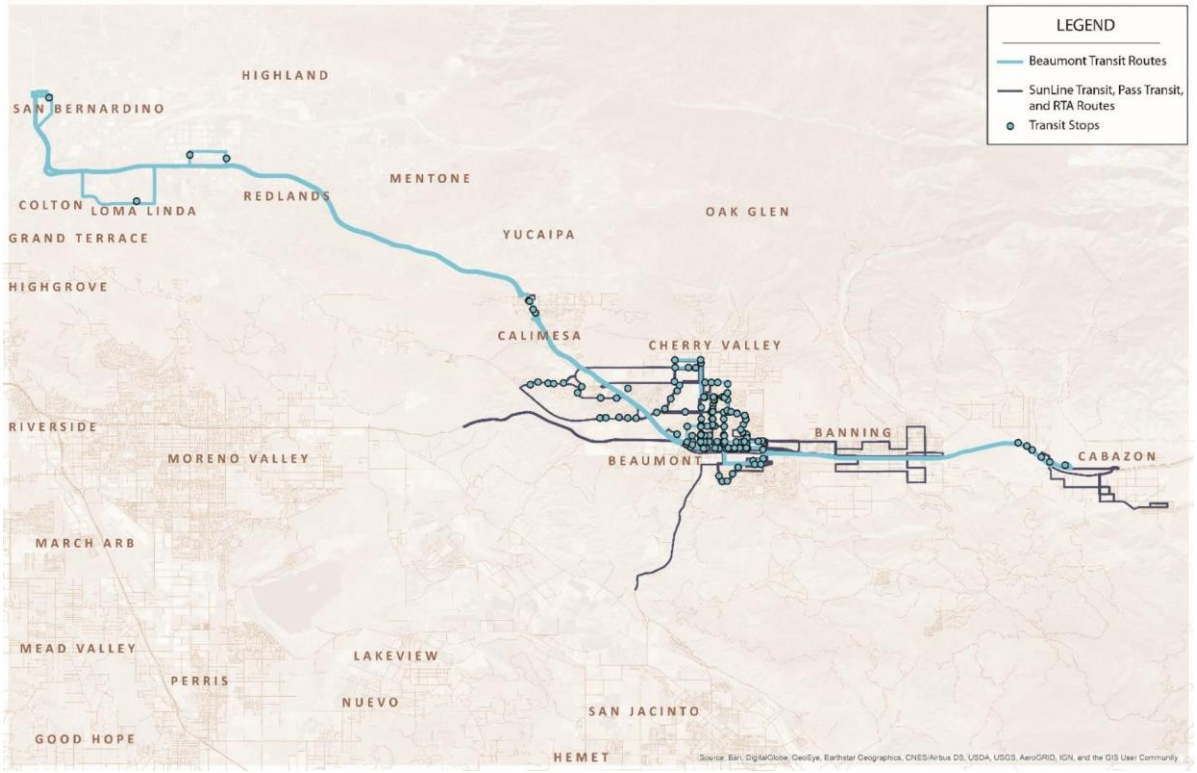
Figure 3 shows the Beaumont Transit route alignments as well as the alignments of the other service provider.

In looking at the transit stops that are available within the study area, the key stops include the Civic Center and Marketplace Beaumont, near the Walmart. These two stops have potential parking opportunities adjacent to them in addition to their current connections to other transit services.

Figure 4 shows the locations of the two key stops.

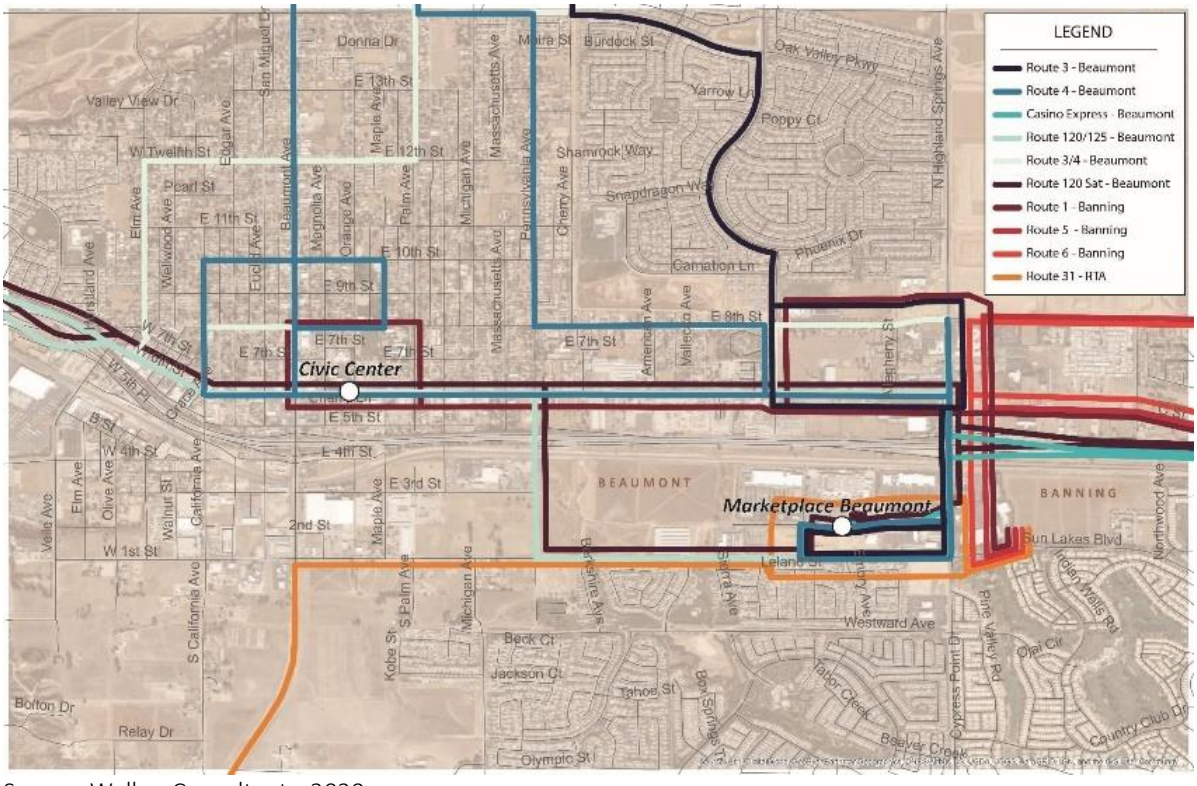
[1] https://beaumontcoa.wordpress.com/

Figure 3: Transit Routes and Stops



Source: Walker Consultants, 2020

Figure 4: Key Stops



Source: Walker Consultants, 2020

As shown in Figure 4, the Civic Center stop connects to Routes 4, 120, 125, and 3/4 (weekend). The Marketplace Beaumont stop (adjacent to the Walmart parking lot) connects to Routes 3, 4, Casino Express, 120, 125, 3/4, 1 (Banning), 5 (Banning), 6 (Banning), 5/6 (Banning), and 31 (RTA).

The Civic Center parking lot, which is the only public parking lot owned by the City of Beaumont was observed to be below a 25 percent occupancy during all occupancy counts.

- Weekday Daytime = 23% occupancy (24 occupied spaces out of 104)
- Weekday Evening = 14% occupancy (15 occupied spaces out of 104)
- Weekend Daytime = 12% occupancy (12 occupied spaces out of 104)
- Weekend Evening = 11% occupancy (12 occupied spaces out of 104)

Similarly, the Marketplace Beaumont commercial area was observed to have low levels of parking occupancy. Specifically, the parking lot adjacent to the Beaumont Transit stop (near Walmart) had at most a 37% occupancy.

- Weekday Daytime = 36% occupancy (404 occupied spaces out of 1,112)
- Weekday Evening = 34% occupancy (378 occupied spaces out of 1,112)
- Weekend Daytime = 37% occupancy (416 occupied spaces out of 1,112)
- Weekend Evening = 30% occupancy (334 occupied spaces out of 1,112)

Given that these key stops offer connections to the region, the availability of the parking lots adjacent to them provides an opportunity for transit parking. Because the City owns the lot adjacent to the Civic Center, it would be a matter of managing the lot and monitoring those spaces to allow transit users to park there and still reserve some supply for visitors to the Civic Center and/or downtown in general.

Although we have seen informal arrangements in place in other cities, leasing spaces from the privately held Marketplace Beaumont lots near the transit stop would typically require a formal agreement between the property owner and the City. However, such an agreement may be beneficial to both parties. For the City, it would have additional parking supply that may encourage the use of its transit service. For the property owner and its tenants, it could prove to be a new source of revenue as they could lease out underutilized parking spaces that are clearly in abundance.

Moreover, transit parking tends to peak at a different time than big box commercial centers. Transit parking generally peaks during daytime hours on weekdays, with virtually no demand on weekends when the commercial center generally peaks. And, by having transit parking near businesses, upon the transit rider's daily return they may patronize those businesses as they are conveniently located adjacent to the transit stop.

Ultimately, the levels of occupancy observed in both the Civic Center lot and the Marketplace Beaumont lots adjacent to the transit indicate that there is opportunity for parking that serves transit ridership.

Stakeholder Outreach and Engagement

While data communicates an important and objective portion of the story of existing parking conditions in Beaumont, it cannot always convey people's actual experiences. Further, often perceptions are reality for parking system users. This section documents the qualitative information collected to complement the quantitative information discussed previously.

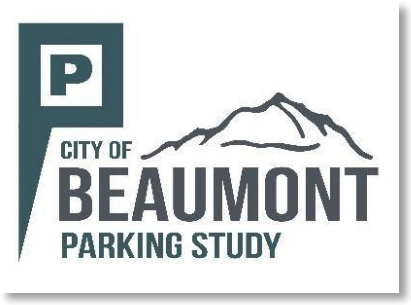
Methodology

Public Outreach Plan

To garner public input into the parking study effort, a structured approach was developed and outlined via a Public Outreach Plan (POP). The POP consisted of identifying, gathering, and maintaining a list of community stakeholders, developing an approach to engage with different stakeholder groups, and holding community meetings to relay project information and progress.

Branding

A brand, consisting of a logo and color palette, was developed to help stakeholders more easily identify and distinguish the study from other City efforts. The logo and branding elements were used on all collateral materials to create a clean and consistent look in all study elements.



Source: Arellano Associates, 2020

Public Notification

To promote and bring exposure to the study and public meetings, a public notification process was developed to give stakeholders an opportunity to engage and comment on the study. This notification process also directed individuals to digitally provide comments via a Typeform page, in the event they were not able to attend the public meetings.

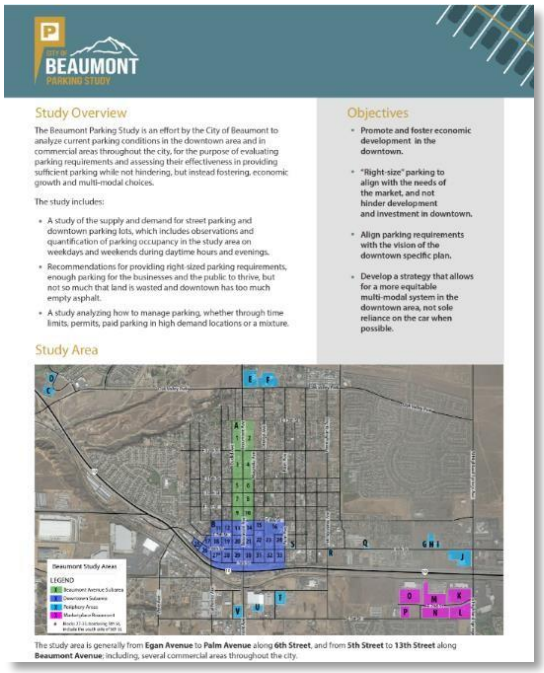
Online Comments/Digital Communication

An online forum to receive comments and feedback was created using Typeform. Typeform is a platform that allows for the creation of forms and surveys that can be easily shared with stakeholders. This form allows stakeholders to provide comments that will be indexed into categories in the final stakeholder outreach document.

In addition to the Typeform platform, a study email account was deployed during all digital communications for the study. The study email, ParkBeaumont@arellanoassociates.com, was used to deploy community meeting notices to the stakeholder database. The study email is being used as the contact for members of the public to submit questions to throughout the study process.

Meeting Flyers

A meeting notification flyer was designed and distributed to 150 businesses within the City limits prior to the first public meeting. Flyers included the study background, virtual meeting link, time, email contact for questions and an option for submitting comments virtually via Typeform.



Source: Arellano Associates, 2020

Press Release

A press release was created to publicize the first community meeting set for October 28, 2020. The press release included a background of the study and updates in addition to meeting information and how to virtually submit comments via Typeform and questions to the study's email address, ParkBeaumont@arellanoassociates.com. The City of Beaumont deployed the press release in accordance with the City's Public Relations standards.

Social Media

The project team also created a total of eight (8) social media posts for the City of Beaumont's social media pages. Four (4) posts were created for Facebook and four (4) for Twitter. Prior to the October 28, 2020 community meeting, two (2) posts on each platform were deployed.

Source: City of Beaumont Facebook, 2020

These posts utilized the study branding and will provided virtual meeting information. Individuals were given information to where they can submit comments digitally via Typeform, if they were not available to attend the virtual public meetings.

E-blast Notification

The project team also created two (2) meeting e-blasts that were deployed to the stakeholder database provided by the City of Beaumont prior to the October 28 community meeting. Local businesses and residences within the study area were targeted for e-blast receipt. This e-blast acted as an invitation to the public meeting and included the study background and directions for how to submit comments/feedback via Typeform. These emails were deployed through the contact platform from the study email account ParkBeaumont@arellanoassociates.com.

Community Meetings

A virtual community meeting was held on Wednesday, October 28. Two sessions were reserved, the first was held at 5:30 PM, and the second at 6:15 PM. Each session consisted of a presentation providing background information on the study, update on its progress, and a discussion of next steps, followed by a question/comment and answer session. Options for attending were either by joining online or by phone. In attendance were, the City's Community Development Director, a Senior Planner form the City's Planning Department, members of the Walker team, and the general public.

Stakeholder Briefings

The purpose of these stakeholder briefings is to have a focused conversation with stakeholders to share the study goals and gather feedback without the formality of a public meeting setting. The project team determined key individuals or smaller groups that have a special interest or investment with the parking study to exchange deeper, intensive conversation on the study areas, impacts and recommendations during the stakeholder briefings. Potential attendees for stakeholder briefings identified throughout the study process are listed below:

- Elected Officials
- Chambers of Commerce
- Local Business Owners
- Local Developers
- Neighborhood Council Representatives
- Homeowners Association Board Members

On November 11, 2020, at or about 12:00 PM, Walker Consultants, had a conference call with a local business owner, the co-owner of a restaurant located along 6th Street west of Beaumont Avenue.

On January 13, 2021, at 4:00 PM, Walker Consultants attended a virtual meeting with the City of Beaumont's Economic Development Committee.

Summary of Key Findings from Stakeholder Outreach

A key comment that was submitted by the public in regard to the availability of parking that was observed in the study area, is that while parking spaces are available throughout downtown, there are localized parking availability issues at the individual parcel level that business owners often encounter. One of the issues that spurred the effort for the City to analyze parking in the downtown in the first place, is the fact that many parcels in the downtown do not have the adequate size to meet existing parking requirements.

One such example, is that of the owner of a restaurant located near 6th Street and Euclid Avenue. In a conference call with Walker, the owner of this establishment made the following points that are immediately relevant to Walker's current engagement for the City of Beaumont.

The owner of the restaurant noted that in the process of securing the lease for the property, his understanding was that the parking lot nearest to his restaurant would be available for use by his employees and customers as part of his lease, but this was not correct and soon it was up to him to identify and lease parking spaces for use by his employees and customers.

The main issue that the business owner has encountered is the availability and ownership of parking adequate to serve businesses was unclear.

- The confusion came despite language in the City of Beaumont Municipal Code 17.05.080 - Shared and remote parking, that requires the city to play an active role in preparing a covenant for shared parking.
- To mitigate the resulting confusion and lack of adequate parking, the business owner has accelerated plans to buy additional property so that he may provide enough parking for his business.

When asked if he sees a solution to the issue that he encountered, the business owner noted that parking availability and issues facing businesses in the downtown are sufficiently complex as to require greater guidance from the City, particularly at the time when businesses seek to identify locations, begin getting permits and start operating. In reviewing the parking requirements for downtown, Walker will take into account instances where businesses do not or cannot meet parking requirements on site and provide recommendations that both meet the needs of the businesses and fit the vision that the City has detailed in the General Plan for the downtown area.

Lastly, in developing parking requirements that fit the vision of a multimodal approach to downtown, the owner of the restaurant noted that one of the main issues along 6th Street is the speed at which vehicles currently travel, and that there are few crosswalks around to support pedestrians.

Better pedestrian connections increase the effective supply of parking serving nearly every business because parking availability is a function of walking distances. In this regard, to create a more pedestrian friendly environment, one that could help local businesses, the business owner commented that improving pedestrian connections and slowing vehicles speeds down may help support the vision for downtown of fostering economic development and creating a more vibrant and dynamic downtown.

02

Downtown District Parking Requirements

Introduction

A supporting task of the development of the PMMP is the development of parking requirements for the Downtown Area. The objectives of the Downtown District Parking Requirements task are:

To align parking requirements with the vision for the downtown area as described in the General Plan which says:

> *"Downtown is a vital anchor of the community, housing many civic and historical buildings and a diverse mix of uses. The City understands the importance of coordinating investments and land use planning decisions to support the redevelopment of Downtown. The City will implement strategies to reduce existing vacancies and promote a mix of active uses and a variety of retail and housing. Downtown development will encourage human scale design that supports pedestrian activity, including an improved pedestrian experience, multi-modal streets, and adequate density to create a sense of place."*

To support a parking strategy that allows for the strategic focus of development in the Downtown centered around the infill of

"vacant and underutilized lots to foster compact development patterns, create walkable communities, and preserve the natural environment and critical environmental areas." more equitable multi-modal system in the downtown area, not only serving motorists.

Task Understanding and Assumptions

Walker's recommendations for parking requirements for the Downtown Area are informed by its understanding of three interrelated components. The components are:

1. The Downtown Area Plan as presented in City of Beaumont, Public Draft Beaumont General Plan, August 21, 2020
2. Guidance received from the City of Beaumont; and
3. The current conditions and community engagement findings of the Task 3 Report

After summarizing Walker's understanding of these three components, this introductory section summarizes the assumptions Walker used in developing its parking requirement recommendations for the City.

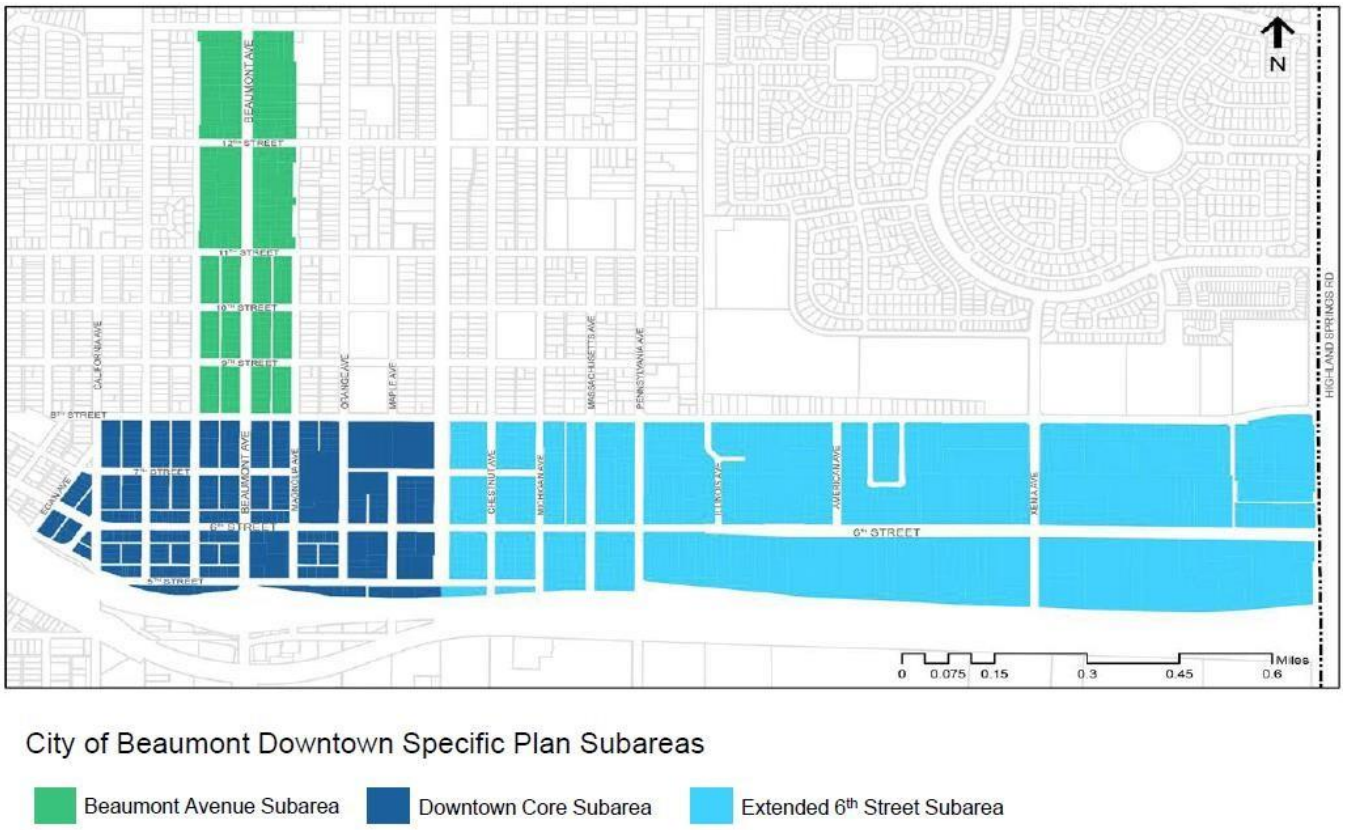
Downtown Area Plan

The Downtown Area Plan is presented as Chapter 11 of the City of Beaumont Public Draft General Plan. The Downtown Area Plan serves as a "stand-alone chapter of the General Plan" that is meant to be consistent with the General Plan.

The Downtown Area Plan defines the Downtown Area as an approximately 48-blocks. The Downtown Area has three districts: the Beaumont Avenue District, the Downtown District, and the Extended Sixth Street District

Figure 5, below, illustrates the Downtown Area and its three districts.

Figure 5: City of Beaumont Downtown Specific Plan Areas



Source: City of Beaumont, 2020

Downtown Specific Plan Areas and Land Uses

The Downtown Area has seven categories of land uses, three of which are residential, two are commercial, one is mixed use and residential, and one public. The following table summarizes the seven land uses in the Downtown Area by district.

Table 15: Downtown Area Land Uses District

LAND USE	BEAUMONT AVENUE DISTRICT	DOWNTOWN DISTRICT	EXTENDED SIXTH STREET DISTRICT
Downtown Residential Single Family	✓		✓
Downtown Mixed Residential		✓	✓
Downtown Residential Multifamily			✓
Mixed Use*	✓	✓	✓
Mixed Use Residential			✓
Local Commercial			✓
Public Facilities		✓	✓

* Active ground uses required in Downtown District
Source: City of Beaumont, 2020

Figure 6, on the following page, illustrates the seven land uses by district.

Parking and the Downtown Area Plan

The Downtown Area Plan visualizes an urban village concept as the overarching concept for the Downtown Area. This concept is at the heart of three guiding principles that the Downtown Plan prioritizes. Those three principles are:

- Creating a robust Downtown Area that is the anchor of the City of Beaumont as a community. The Downtown Area will provide a "sense of place" that reflects the City's history and values.
- Improving retail corridors that will provide attractive opportunities for the redevelopment and development of retail establishments in the Downtown Area as well as the development of a diverse range of housing types.
- Pursing an infill strategy that focuses on properties that are vacant or underutilized so that those properties may be developing in a way that supports the Downtown Plan's vision of an urban village.

This concept is reflected in the plan's mandate for a "Complete Streets" circulation system that emphasizes pedestrian mobility. This mandate, coupled with zoning elements that limit the heights of structures, present challenges for parking as the City's plan unfolds.

Presently, parking in the Downtown Area is generally provided by privately owned surface lots, one public lot located at 600 East 6th Street, that is adjacent to the Civic Center. The Downtown Area is also served by on street parking spaces fronting residences and businesses. While on street parking adjacent to businesses is regulated, the parking in front of residences is not.

To avoid conditions that lead to too much vehicular traffic and either too much or not enough parking, the Downtown Plan lays out seven concepts for "right sizing" the parking in the Downtown Area over time. Those concepts include:

Park Once – The development of "centralized parking areas" will allow patrons of the Downtown Area to enjoy their visits as pedestrians and/or users of alternate means of mobility.

Shared Parking – The development of parking spaces and facilities that can accommodate more than one land use will allow for the more efficient use of parking and potentially reduce the need to develop additional facilities.

In-Lieu Parking Fees – A program that would allow developers to pay fees that would support "the development of a common parking facility" that would serve multiple land uses and support the park once concept.

Parking Management Strategies – A combination of policies that would work in concert to manage parking demand in the Downtown Area. The policies could potentially include time restrictions and demand-based paid parking. The City considers this concept an alternative that might be explored as the Downtown Area is built out.

Public-Private Partnerships – The City would collaborate with business owners and developers to develop parking facilities that would provide public parking. The facilities would be privately finance, developed, and operated. The City considers this concept an alternative that might be explored as the Downtown Area is built out.

Reduced Parking Requirements – This concept would reduce the number of required parking spaces in the Downtown Area as it is better served by mass transit. Improved transit service would allow employers to provide incentives for employees to not drive single occupancy vehicles (SOVs) to work.

Biking Equals Business Programs – Businesses would provide resources including bicycle parking, corrals, and lockers to encourage patrons and employees to cycle to the Downtown Area rather than drive. Participating businesses may qualify for a reduced parking requirement.

Figure 6: City of Beaumont Downtown Districts Land Use

Source: City of Beaumont, 2020

Guidance Received from the City of Beaumont

The City of Beaumont has communicated to Walker that developers and businesses must currently overcome complex challenges in fulfilling parking requirements in the Downtown Area. Properties that are being redeveloped for either the same land use or a change of land use do not always have sufficient existing parking spaces to meet the parking requirement. While the City's current Code of Ordinances does allow for shared parking, the City would like to know how changes to the ordinance would allow for increased opportunities for shared parking. The City believes that such changes would make its infill strategy more effective immediately, in the midterm, and in the long term.

The City has consistently communicated that enhanced opportunities for shared parking in the near term is a priority.

Current Conditions and Community Engagement

In December 2020. Walker submitted the draft report of its findings for the current parking conditions and community engagement tasks of this project.

Summary of Current Conditions

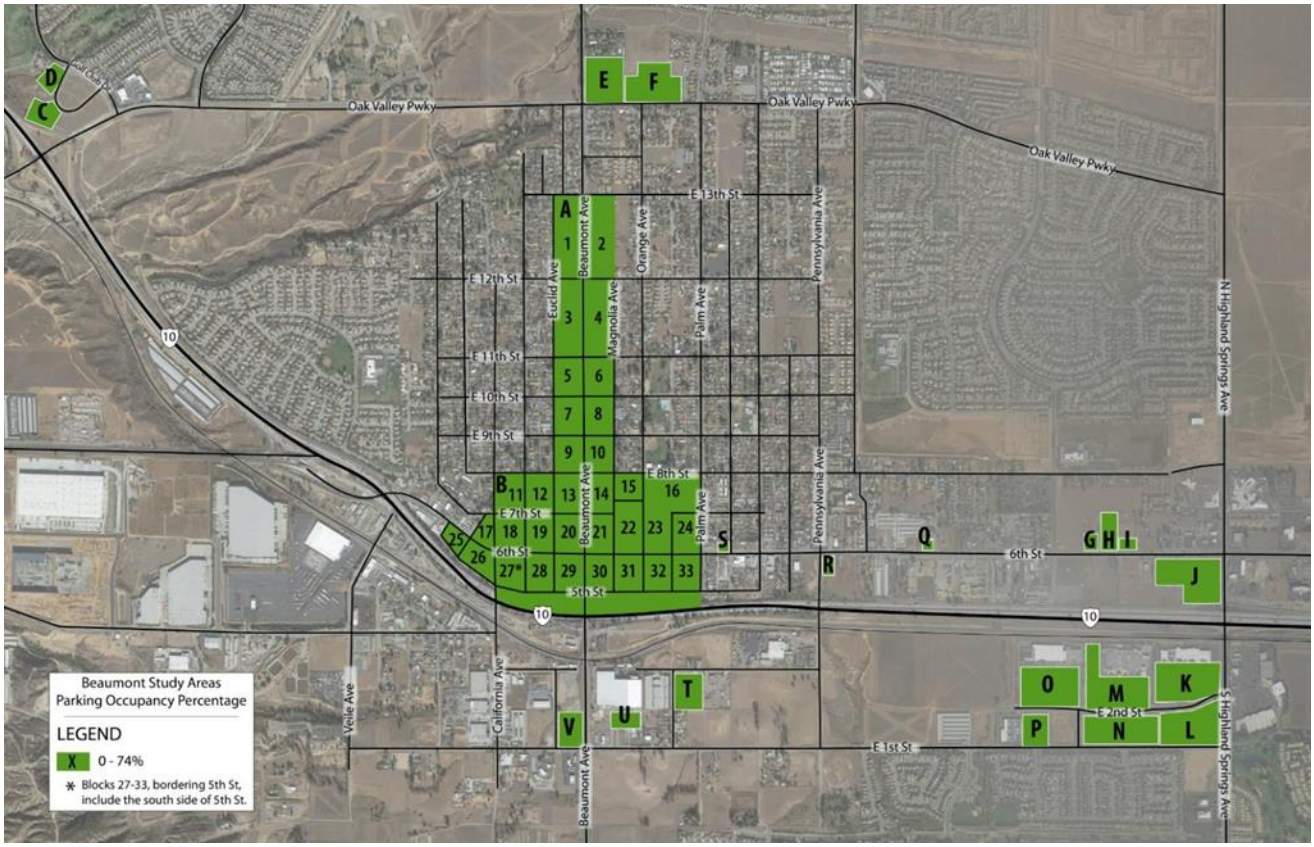
Briefly, two of the three Downtown Districts we study area were found to have a parking surplus in every subarea under study.

- The Beaumont Avenue District had a parking surplus of nearly **900 spaces**.
- The Downtown District had a parking surplus of slightly more than **1,500 spaces**.

Walker's rough projection is that these spaces represent roughly forty (40) acres of unused parking spaces where we surveyed. While some of these spaces were on street, most were in off street parking lots.

The overall findings were clear. Ample parking generally exists throughout the City, with a few localized exceptions. Parking data was collected during reasonably busy days in mid-August 2020 although some, though not major, impacts of COVID-19 could be expected. However, even accounting for COVID-19 issues, the number of available parking spaces was significantly large as to suggest that in most cases current parking requirements are generous.

Figure 7: Peak Parking Demand, City of Beaumont California, 2020



Source: Walker Consultants, 2020

In the Downtown District, despite a large number of available parking spaces, some individual parcels may have inadequate parking on their sites for their current use, or to change to a use that could generate greater parking demand.

Although parking surpluses were not uniform across study areas, overall, the abundance of parking availability suggested an opportunity to share parking between businesses, particularly in the Downtown District, where some parcels or properties may have a surplus of parking while for others parking is insufficient.

Summary of Community Engagement Key Findings

Walker's engagement with members of the Beaumont community revealed that while parking spaces are available throughout downtown, there are localized parking availability issues at the individual parcel level that business owners often encounter. One of the issues that spurred the effort for the City to analyze parking in the downtown in the first place, is the fact that many parcels in the downtown do not have the adequate size to meet existing parking requirements.

A restaurant owner's experiences provided information that was consistent with the City's guidance. Despite language in the City of Beaumont Code of Ordinances 17.05.080 which suggested an active city role in preparing shared parking agreements, it was the complexities and lack of clarity regarding private ownership arrangements of parking in the area which led to the restaurant owner to cobble together an appropriate parking arrangement. Parking spaces had to be leased from nearby properties but those spaces were not fully delineated. Other nearby spaces that customers and employees could theoretically use were in fact challenging to access the street in a stretch of 6th Street without traffic lights, stop signs or painted crosswalks.

As a consequence, the owner has initiated the process of buying property to accommodate a possible expansion of the business and to ensure access to adequate parking. This is the kind of onerous and/or costly effort that could hinder economic development for other businesses and property owners.

Conclusion

Based upon its analysis of the current conditions and information received from community engagement, it is Walker's conclusion that generally the existing parking requirements are not conducive to the vision for the Downtown Area and that the mechanism for using shared parking to provide adequate parking merits refinement.

Assumptions

Walker's recommendations for the Downtown Area's parking requirements are based upon the following assumptions.

Design Day

The purpose of the parking requirements is to establish supply recommendations that will allow land uses within the Downtown Area to accommodate the parking demand of a typically busy day and to ameliorate the possibility of parking spilling over to other land uses.

Walker assumes that on Special Event days, when the City may experience higher than typical parking demand, that the City will activate a Special Events Parking Management Plan. Higher than typical parking demand days will likely include national holidays such as the Fourth of July, and local civic events including the annual Cherry Festival and the Christmas Parade. Providing physical parking spaces to accommodate demand on these few days is not desirable, practical nor recommended.

Implementation of the Parking Management Master Plan

Walker's recommended parking requirements for the Downtown Area are designed to facilitate the goals of the Parking Management Master Plan (PMMP). The application of the parking requirements will enable the City of Beaumont to right size the parking supply in the Downtown Area.

In turn, the PMMP will enable the City to manage that supply efficiently. Providing parking adequate for business to thrive and to achieve civic goals is not just about a quantified number of physical parking spaces. Proper management and enforcement of those spaces is equally important to provide the public with access.

The following elements will be especially necessary for the parking supply to support the planning goals for the Downtown Area.

- A strategic effort to maximize the pool of public parking that is available for sharing. This pool should include on-street parking spaces as well as publicly and privately owned off-street spaces. This effort should include:
    - Developing and enforcing time limits for on street and publicly owned parking spaces that, at a minimum, will facilitate the use of on street spaces and conveniently positioned off street spaces by visitors, patrons, clients, and customers of businesses, retail establishments, and restaurants in the Downtown Area.
- A regularly scheduled quantification of the City's publicly available parking supply (number of spaces and occupancy) to determine the number of parking spaces in the supply and the number of spaces that are available during typically busy times.
- A mechanism by which at least a portion of the existing supply of private or reserved parking spaces can and will be made available for broader use by the public, where and when public parking in those locations is identified as being inadequate.
    - Private owners who make their parking spaces available to the broader parking public should be compensated by the City, in recognition of the value of those spaces and the cost effectiveness of not needing to construct new parking spaces. This can be a "win-win" arrangement for all involved.
- A requirement for a significant portion of new, privately-owned parking within the study area to be made available for use as part of the public supply, when constructed, if determined beneficial.
    - As part of this requirement, new parking, when constructed may provide signage.
    - Signage must be consistent with requirements of the City to communicate the availability of parking available to some or all portions of the public.
- An occupancy threshold for each parking location which, when exceeded, will trigger consideration of implementation of greater regulations and parking management, potentially including paid parking if or when parking demand reaches levels to necessitate paid parking.
- The full implementation of the following policies outlined in the Downtown Area Plan.
    - 11.1.6 Discourage or prohibit uses that are not appropriate for the pedestrian orientation or the vibrancy and liveliness of the downtown.
    - 11.3.1 Create a street environment that is comfortable and inviting for pedestrians including wide sidewalks, landscaping, street furniture, streetlights, etc.
    - 11.3.3 Improve existing streets with a diversity of street furnishings including benches, directional signage, bollards, bicycle parking, and trash receptacles.

- 11.4.4 Develop appropriate signage standards that complement a pedestrian oriented environment.
- 11.4.6 Create an incentive program to remove and replace legal non-conforming signs.
- 11.8.1 Protect the existing grid street system and implement Downtown Street designs.
- 11.8.2 Adopt traffic calming measures to improve the pedestrian environment.
- 11.8.3 Implement the concepts of Complete Streets, balancing the needs of automobiles, cyclist, pedestrians, and transit as appropriate.
- 11.8.4 Implement road diet on Sixth Street to reduce traffic speeds and thus create a safer, more pedestrian oriented streetscape.
- 11.8.5 Install bulb-outs to “choke” down street widths at key intersections and street segments to slow traffic and enhance pedestrian safety.
- 11.8.6 Ensure sidewalks are provided on both sides of all streets, with wider sidewalks in retail areas, and replace and repair missing sidewalks.
- 11.8.7 Provide better and more frequent pedestrian crosswalks, with special priority treatments such as bulb-outs, elevated crosswalks, in-pavement markers or texture, or high-visibility crosswalks in areas with high levels of pedestrian activity.
- 11.8.8 Enhance and protect the utility of the alley network in Downtown, especially in the Downtown Core district.
- 11.8.9 Maximize the use of alleys and rear building entries to provide access and reduce congestion on the street system.
- 11.8.10 Create pedestrian linkages throughout the Downtown Core district (e.g., alleys, sidewalks, and paseos).
- 11.8.11 Implement a safe, complete, and well-connected bicycle network.
- 11.8.12 Ensure an adequate supply of parking in the Downtown Core district without compromising the vision for a walkable downtown.
- 11.8.13 Implement median parking on Sixth Street between Beaumont Avenue and Palm Avenue.
- 11.8.14 Establish standards for bicycle parking for all development.

Alternative Means of Transportation to Downtown Area

The recommended parking requirements for the Downtown Area assume that mass transit lines serving the City of Beaumont will not experience sufficient growth in fleet size so that existing lines of service will have headway times of under 15 minutes during intervals of peak service on weekdays and weekends.

Parking as a Service

During this engagement, the City has consistently demonstrated a lean forward approach to parking that treats parking as a service that enables land uses to meet larger goals for the ongoing development of local businesses and housing.

Parking Requirement Recommendations

This section of the report details Walker's parking requirement recommendations for the Downtown Area. The recommendations fall into three areas.

A. Parking requirements for land uses Recommended revisions to Table 17.05-1 Off Street Parking Requirements in Chapter 17.05 of the Code of Ordinances.

B. Shared parking A discussion of how the City's existing ordinance on shared and remote parking might be revised so that shared parking becomes a key means of fulfilling parking requirements in the Downtown Area. This discussion emphasizes how shared parking may help development in the near term.

C. In lieu parking A discussion of how an in-lieu parking program may benefit the Downtown Area in the intermediate and long term.

It is Walker's view that the shared parking recommendations combined with a parking in lieu fee option offer the City an opportunity to address contemporaneous concerns over the impact of parking requirements on development in the Downtown Area.

It is important to note that without minimum parking requirements, a parking in lieu fee policy cannot be implemented; parking in lieu fees must be based quantitatively both on a land use and the amount of that land use. There is an argument from an economic development standpoint to reduce significantly or eliminate minimum parking requirements. In recent years, some cities have begun to explore such a policy measure. A few have executed such a reduction or elimination.

However, in this section we recommend that all three of the policies above be used together. We argue that minimum parking requirements combined with a parking in lieu fee provides developers with needed flexibility in the face of minimum parking requirements while it provides the city the ability to fund and manage its parking and transportation policies. Finally, shared parking allows the city to use a pool of publicly available parking as efficiently as possible for the benefit of downtown businesses and city residents.

Parking Requirements for Land Uses

Review of Existing Parking Requirements

To develop Walker's recommendations for parking requirements for the Downtown Area, Walker performed a review of the existing requirements. Those requirements are set forth in Chapter 17.05.040 of the City's Code of Ordinances.[2] Each requirement was analyzed within the context of Walker's understanding of the Downtown Area Plan, guidance received from the City of Beaumont, the current parking conditions as observed in August 2020, and the information received during Walker's community engagement activities.

Additionally, the analysis of the existing parking requirements for the City was informed by recent and ongoing public and private sector projects in other municipalities in Southern California and across the country. Broadly, while the parking demand patterns may vary greatly, and while the projects address different sets of issues, an increasingly common theme linking a growing number of projects is that minimum parking requirements often lead to the construction of more parking than is needed or than is beneficial, and the economic impact on development and construction that occurs when excess parking spaces are required.

Concurrently, the City's parking requirements were compared to the base parking ratios of the current version of the Shared Parking Model (SPM) that was jointly developed by the Urban Land Institute, the International Council of Shopping Centers, and the National Parking Association. The SPM is the standard tool used by planning, development, and parking professionals to develop recommendations for parking for over 43 land uses.

Moreover, evaluation of existing provisions that allow the use of compact spaces to fulfill a land use's parking requirement reflect Walker's experience that the wide use of compact spaces can undermine the operational effectiveness of a parking facility.

2 https://library.municode.com/ca/beaumont/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.05OREPALOST_17.05.040PARELAUS, accessed December 31, 2020

Findings

Walker's review of the City's existing parking requirements revealed the following. Currently, the City's parking requirements are divided among twenty-two (22) land uses in three categories.

- Residential (five land uses),
  - Single family residential units, including accessory dwelling units (ADUs)
  - Attached single family units and duplex units
  - Multi-Family
  - Multiple-Family
  - Motels/Boarding houses
- Commercial (thirteen land uses),
  - Assembly uses
  - Banks and financial Institutions
  - Bars and nightclubs
  - Churches and other religious institutions
  - Cinemas
  - Day care and day care centers
  - Gasoline service centers
  - Retail uses
  - Professional offices other than medical
  - Medical and dental offices
  - Restaurants, Fast Food
  - Restaurants, Sit-Down
  - Trade or business school
- Manufacturing (four land uses)
  - General manufacturing
  - Office, accessory to manufacturing use
  - Trucking and truck terminals
  - Warehousing.

Residential Land Uses

Three of the five types of residential land uses require at least one covered space. The two that do not require covered parking are multi-family (efficiency/1-bedroom units) and motels/boarding houses.

Cohabitation and guest parking for multi-family and multiple family appears to be "baked in" to the parking requirement as each bedroom has a requirement greater than one for each bedroom. However, no specific provision is made for guest parking.

Compact spaces may not be used to meet the parking requirement for any residence.

Commercial Land Uses

Religious institutions and cinemas have a higher parking requirement than assemblies. However, churches and assemblies have the same parking requirement based upon square footage if seats are not permanent.

Day care and day care centers have a parking requirement based upon total enrollment of children. The requirement does not account for other types of day care facilities (such as seniors) nor alternating schedules among groups of children. While the current requirement may help to address intervals of high parking demand during drop off and pick up, the requirement overall assumes a continuous presence of all students.

Fast Food and Sit-Down restaurants have the same base parking requirement. However, the former has a lower threshold for using compact spaces to satisfy the parking requirement.

Compact spaces may not be used to fulfill any part of the parking requirement for day care/day care centers and trade or business schools. For other land uses, compact spaces may be used for a percentage of the total requirement if more than twenty regular/standard spaces are provided.

Recommendations

The following table summarizes Walker's recommendations for the Downtown Area's parking requirements.

Table 16: Recommended Minimum Parking Requirements for the Downtown Area

Land Use	Current Requirement*	Note	Walker Recommendations*	Note
Residential				
Single-Family Residential Units	2 enclosed spaces per unit	†	No change	
Attached Single Family and Duplex Units	2 enclosed spaces per unit		No change	
Multi-Family (efficiency/1-bedroom units)	1.25 spaces per unit	††	1.1 spaces per unit	
Multiple-Family (2 or more bedrooms/unit)	2.5 spaces per unit.	‡	2 spaces per unit	
Motels/Boarding Houses	1 space for each sleeping unit. 1 space per guest room or unit; plus other spaces as required for auxiliary uses such as banquet facilities, bars, and restaurants		1.15 spaces/key + 7.67/ksf restaurant and banquet space	
Commercial				
Assembly Use	1 space per 4 permanent seats. Where temporary seats are used, 1 space per 20 sf of assembly area.	a	0.75 to 0.90 spaces per 3 seats	b
Banks/Financial Institutions	1 space per 200 sf	a		b
Bars and Nightclubs	1 space per 75 sf; plus 1 space per 2 employees on the largest shift	a		b
Churches and Other Religious Institutions	1 space per 3 fixed seats. Where no fixed seats are provided, 1 per 20 square feet of assembly area.	a	1 space per 4 fixed seats	b

Cinema	1 space per 3 seats.	a	0.75 to 0.90 spaces per 3 seats	b
Day Care • Day care center	1 space for every 7 children	b	3.75 spaces per ksf	b
Gasoline Service Stations	1 space per 200 sf; plus 1 space per service, bay; plus any additional spaces, required for accessory uses such as retail or food service	b, c	0.75 spaces per 200 sf plus 1 space per bay	b
Retail Uses	1 space per 200 sf	b,d	0.75 spaces per 200 sf	
Professional Offices, other than medical	1 space per 200 sf	b, c	No change	
Medical and Dental Offices	1 space per 250 sf	a	0.9 spaces per 250 sf	
Restaurants, Fast Food	1 space per 100 sf, 10 spaces minimum. Plus, minimum space to stack 8 cars if drive through offered.	a		
Restaurants, Sit-Down	1 space per 100 sf, 10 spaces minimum.	e		
Trade or business school	1 space per 50 sf of gross classroom area			
Manufacturing				
General Manufacturing	1 space per 500 sf	b, c	No change	
Office, accessory to manufacturing use	1 space per 250 sf of office space.	a	No change	b
Trucking and Truck Terminals	1 space per 1,000 sf within any building.	f	No change	
Warehousing	1 space per 1,000 sf	b, c	No change	

Notes:

* All square footage are for gross floor area (GFA)

† Accessory units that are rentals must provide 2 spaces, of which one shall be enclosed.

†† Spaces may be uncovered.

‡ At least 1 space must be covered.

a. Compact spaces allowed — up to 10% if more than 20 spaces provided.

b. Compact spaces allowed — none.

c. Truck spaces — 1 space required for each vehicle operating from site.

d. Truck spaces — per requirements for delivery and service.

e. Compact spaces allowed — up to 25% if more than 20 spaces provided.

f. Truck spaces — loading requirements.

Source: Walker Consultants, 2020

Compact Spaces

Walker recommends that compact spaces not be allowed to fulfill parking requirements in the Downtown Area. In Walker's experience, compact spaces can undermine the operational effectiveness of a parking facility. For example, a motorist mis parking in a compact space could lead to a domino effect that sees subsequently parked vehicles occupying more than one space.

Parking in Lieu Fee Program

Proceeds from a parking in lieu fee program will be deposited into a designated parking and transportation fund, which may directed to enhance parking or other transportation access to the area/district through measures including but not limited to the following:

A. The leasing of privately owned parking spaces for use by employees and the general public;

B. Free transit passes for downtown employees;

C. Signage, striping and enforcement of on-street parking spaces around downtown in general and the locations of the intensification of land uses and new development in particular;

D. The construction of (most likely) surface parking spaces for use by the public and business employees;

E. Pedestrian enhancements including:

i. crosswalks to make downtown more accessible for pedestrians and to effectively increase the number of parking spaces accessible to businesses;

ii. Sidewalk improvements such as landscaping, signage or widening;

iii. Traffic calming measures.

F. Bicycle improvements such as high-quality bicycle parking apparatus;

Shared Parking Recommendations

The parking requirements discussed above are intended to compliment Walker's key recommendation for the Downtown Area's parking requirements – the use of shared parking as a preferred means for fulfilling a land use's parking requirement.

The following section addresses the core questions: What is shared parking? And how shared parking will support the development of the Downtown Area in the near, intermediate, and long term?

Shared parking is the use of a supply of parking spaces to serve two or more land uses without conflict or encroachment. Shared parking is desirable and efficient because different land uses can experience complementary ebbs and flows of parking demand. Take for example a surface lot that primarily serves an office building and financial institutions during the week when those land uses are busiest. The lot can also serve adjacent restaurants and retail establishments during the evening and weekends, when such land uses are typically busier. Or consider a multi-residential development that shares parking with a retail establishment. During the day, the development may have guest parking spaces to spare during the day that the store's customers can use. At night, those parking spaces can be used by residents' guests.

Typically, the mechanism for formally sharing parking is an agreement among the parties that own the parking spaces being shared and the establishments that will use them and the approving governmental authority.

Shared parking can take the form of many types of agreements, including:

- Public parking for use by private entities
- Private lease/sale to public entities
- Private lease/sale to other private entities
- Joint development of parking facilities for use by multiple land uses
- Private entity funds public parking
- Single spaces permitted for multiple uses

Benefits of Shared Parking

In many disciplines including planning, economic development, and transportation, the significant benefits of shared parking have increasingly been identified as a powerful and effective tool to serve the collective public good. The benefits of shared parking include:

- More efficient use of a parking supply so that a commercial district has more businesses and destinations, and less asphalt, devoted solely to vehicle storage rather than more productive uses.
- Facilitation of thriving business districts based on the quality and number of businesses first, not based on an overabundance of parking spaces. No area seeking to be a destination of place with a sense of place seeks to center its identity around parking lots.
- Facilitation of redevelopment of existing properties.
- Reduced construction costs for the development of new businesses.
- Development and new businesses through reduced development costs
- Where there is a fee for parking, sharing parking makes each parking space more efficient (sitting empty fewer hours of the day) and potentially generating more revenue

Shared Parking and the Downtown Area Plan

Because shared parking enables more efficient use of land and flexibility in fulfilling parking requirements, Walker recommends the expanded use of shared parking to fulfill parking requirements in the Downtown Area, which will support the guiding principles of the Downtown Area Plan.

Specifically, because shared parking will facilitate landowners', businesses', and developers' opportunities to fulfill parking requirements without necessarily building parking spaces, Walker's proposed expanded use of shared parking directly supports the Downtown Area Plan's goal to "right size" parking as part of an urban village that encourages alternate means of mobility such as walking and bicycling.

Shared Parking Recommendation

Parking is a major contributor to the cost of developing a parcel and opening a business. It is expensive to build and drives up construction and land costs, which in various forms can be passed on to businesses. The number of parking spaces located within downtown Beaumont is, based on surveys and discussions with public officials, materially greater than the number of cars that currently park in the area each day. An oversupply of parking is a problem in that it increases distances between businesses and destinations in Downtown Beaumont, disincentivizing the use of modes of transportation such as transit, walking, and biking, and incentivizing people to drive more, increasing the need for even more parking, and space for fewer businesses.

To address these issues Walker recommends the creation of the following:

1. Designation of a Pool of Publicly Available Parking. The City will identify and establish an appropriate Pool of Publicly Available Parking, anticipated to consist of:

   A. On-street parking

   B. Private parking, to the extent that owners agree to make their parking available to the city for public and/or employee parking for compensation. A sample shared parking agreement is attached as an example.

   C. Additional public parking, which can be added to the Pool of Publicly Available Parking by City Council Ordinance.

2. Private parking spaces to be made available to the Public Parking Pool. To the extent that the need for additional parking spaces available to the public beyond the available public supply is identified to serve the downtown area for businesses or otherwise, owners of private parking spaces serving commercial uses may make those spaces in available in privately owned parking facilities for general public or district employee parking during off-peak hours for the parking facility and primary land use that it is serving. Use of these parking spaces by the public shall not be considered a lack of compliance with city regulations regarding minimum parking requirements.

   A. For peak times for the land use, reasonable efforts shall be made by the owner and the city to ensure available parking spaces can be accessed by the public, including facilitating parking space usage through signage.

   B. Responsibility for the cost of operating and maintaining the lot and signage to communicate the availability of parking spaces to the public will be determined through an agreement between the City and the parking owner. Said signage shall be reasonably consistent with the parking program and policies of the city's public parking operation serving downtown Beaumont.

3. **Monitoring of the Pool of Publicly Available Parking**. Biannually the City or its designee shall conduct parking occupancy counts of the parking spaces contained in the Pool of Publicly Available Parking as defined in Section 2, every two hours, from 10:00 am to 8:00 pm on one typically busy weekday and one typically busy Saturday, or a time as designated appropriate by City staff, to quantify typically busy parking availability conditions within the Pool.

4. **Managing parking demand within the Parking Pool**. If designated parking facilities and locations[3] for parking within the public parking pool are found to exceed 85% occupancy for at least three intervals during the two days of parking occupancy counts defined above, an additional set of occupancy counts at the locations exceeding 85% will be undertaken. If the locations are again found to experience in excess of 85% occupancy the City shall actively explore the need and viability of paid parking for the spaces at the identified location (parking facility or block face) for parking management purposes, to allocate parking demand more evenly throughout parking locations and achieving a level at which approximately 10% - 20% of spaces will be available in busy locations during typically busy periods for public parking.

5. **The Downtown Parking and Transportation Fund (DPTF)**. A DPTF may be created as a special fund of the City. All interest earned on moneys in the Fund shall be deposited into the Fund. All fees generated from parking in lieu fees, citations, public paid parking, if implemented in downtown Beaumont shall be deposited into a Parking and Transportation Fund, which shall be created and designated to fund operational and capital improvements to increase the availability of parking and transportation options for business, workers, customers, and others visiting downtown Beaumont.

6. **Fee in lieu of providing a code-required parking space**. In lieu of providing on-site parking spaces, the city will establish a fee equivalent to the cost of parking and similar access improvements. These fees shall be used as noted in the Parking In Lieu Fee section of this document.

7. **Payment of the Parking In Lieu Fee shall entitle the payer to utilize parking spaces in the designated Pool of Publicly available parking to satisfy its parking requirements**. Spaces shall not be reserved in a way that precludes parking availability to the general public but rather to ensure reasonable access for land uses in the downtown, as necessary. Parking shall be managed by the city using enforcement measures including time restrictions, citations for parking infractions and, should parking demand warrant, paid parking in high-parking demand locations, as necessary to ensure adequate parking availability within the Pool of Publicly Available Parking.

8. **This in lieu fee shall be paid on an annual basis to the Downtown Parking and Transportation Fund**. Money deposited into the Fund shall be used to cover expenses incurred by the City for the provision of parking and other forms of access, anticipated to include:

   A. The City's reasonable cost to lease private parking spaces and make parking available as part of the pool of public parking to businesses and others in need of parking in the District;

   B. The costs to provide signage for parking and pedestrians;

[3] The identified locations may be an individual parking facility (surface lot) or on-street parking (one block face)

C. Costs to construct, maintain and operate surface parking spaces for the public, including reserves to maintain the parking asset and parking technology in good condition for public use.

D. Costs of parking alternatives and enhancements including sidewalk and pedestrian improvements, bicycle parking, first-mile/last-mile services, and related mobility infrastructure, which effectively improve the public's access to the Downtown District.

9. The amount of the Fee shall be set based on a formula (Formula) that reflects the approximate annual costs and shall be adjusted on the first day of each calendar year for inflation according to the Consumer Price Index (CPI). The Formula shall be reviewed annually to ensure that all appropriate costs are considered in its determination and calculation.

10. Land uses that have a change of use resulting in a reduction to their parking requirement shall have a corresponding reduction in the amount they pay for their annual Parking Credit, beginning in the next full calendar year of their businesses operation.

11. For the purpose of cost effectively increasing the Pool of Available Public Parking, develop and implement a Downtown Parking (Lease) Program, as described in Appendix A of this document.

12. Mixed use development occurring on one parcel may take a reduction in its parking requirement per the current ordinance (17.08.100 – Reduction of required spaces). Walker's understanding is that the opportunity to take a reduction for shared parking is by right, but the amount of the reduction in shared parking is based on a CUP. We recommend that the City utilize consultants from an Expert Parking Bench to analyze and peer review the extent of reductions requested by businesses and developers.

In addition to the establishment of a pool of shared, publicly available parking Walker recommends that the City maintain its current code language facilitating shared parking on a site between two or more uses (17.05.080 - Shared and remote parking), but with the recognition that a parking study is different than the requirements of a traffic study (added in the underlined portion of this paragraph:

Special Study Required for Shared Parking. *Two or more uses may share parking facilities, subject to the approval of the Planning Director and the provisions of this section. A parking demand analysis for the uses proposed to share parking facilities shall be prepared. The parking demand analysis shall be prepared by a registered traffic engineer or other professional with expertise in the field. When such analysis demonstrates, to the satisfaction of the Director, that the uses have different peak parking requirements, then the parking space requirement may be reduced by the Director. In no event, however, shall the parking requirement be reduced below the highest peak parking requirement of the use demanding the most parking.*

In Lieu Parking Fee

A parking in-lieu fee typically provides developers with flexibility in parking requirements, emphasizes shared rather than reserved parking, and give cities on-going funding to help build and maintain public parking. A parking in-lieu fee provides developers with an alternative to the traditional method of satisfying minimum parking requirements. Developers have the option to pay an in-lieu fee on a per space basis to fully satisfy parking requirements. For example, if a site is required to provide 20 parking spaces, a developer can pay a per space fee to satisfy all or some of the requirement. The payment of a fee in-lieu of providing required parking spaces can be more cost effective from a construction and land cost perspective.

Some cities collect an in-lieu fee amount that is sufficient to build new parking. Others charge enough to operate or maintain existing parking spaces. Some cities base their fee on the cost and benefit of investing in infrastructure that reduces the need for parking, such as transit, pedestrian, and cycling improvements.

Parking in-lieu fees have two defining traits: one is the establishment of the amount of the fee, and the other is an outlined geographical area where the fee can be applied.

A parking in-lieu fee has the potential to address many policy objectives. These objectives include:

- Funding and construction of parking spaces to accommodate the parking and access required of new development, whether these spaces are new structured spaces or leased, private existing spaces. Typically, the assumption is that parking in-lieu fees can and should fully fund new structured spaces. The down cost of net new structured parking spaces, easily ranging from $25,000 to $30,000 per space excluding land costs, as well as a critical mass of development to generate sufficient funding to build an entire parking structure may at times present challenges to municipal governments;

- Flexibility for developers and business to satisfy parking requirements, flexibility provided by a fee in-lieu of providing a physical parking space can encourage economic development; and

- An emphasis on shared rather than reserved parking, which can result in fewer parking spaces in a commercial district serving more uses and, by extension, more destinations in the downtown.

Benefits of In Lieu Parking Programs

The benefits of a parking in lieu fee policy include the following:

- Fees may be used to fund the creation and availability of public parking spaces, and potentially other modes and transportation-related improvements ranging from bicycles, transit or pedestrian improvements that can increase the effective supply of parking or equivalent means of access to serve the area.
- Fees can improve the management of existing spaces to accommodate more people or to lease private parking spaces for use by the public if such a policy is found to be necessary or cost effective.
- Fees can serve as fair funding source for parking that has a clear nexus between the development that will generate new parking demand in the district and pay for the parking to accommodate the additional demand.
- Fees provide flexibility for developers in how to provide (and pay for) parking spaces.
- Fees provide flexibility with regard to a change of use (particularly for historic buildings). For example, if a retail space is changed to a restaurant use, additional in-lieu fees can be assessed for the increase in parking demand generated by the new use.
- Fees can promote shared parking, which should make parking spaces more efficient, thus lowering costs and the amount of land needed for vehicle storage.
- Fees can promote a “park once,” district in which customers can park one time to visit several destinations as opposed to having to move their cars between private parking lots after visiting one establishment.
- Fees can promote historic preservation - buildings that might otherwise face challenges or be unusable or unusable due to an inability to meet parking requirements may find it easier to find tenants.

In Lieu Parking Fees and the Downtown Area Plan

The Downtown Area Plan provides parking recommendations that include in-lieu parking fees that allow "developers to contribute fees toward the development of a common parking facility in lieu of providing on-site parking is an important tool to creating shared, park once locations. This strategy is recommended in Downtown (possibly near the City Hall). This can be an incentive for investment in Downtown."[4]

The Downtown Area Plan's "park one" concept could be substantially supported by an in-lieu parking fee program.

Challenges

- Significant unpredictability may arise due to
  - the time between the payment of in-lieu fees by a developer and the construction of parking,
  - the variations in the rate at which fees will accumulate, and
  - the availability of new public parking spaces or other methods of access.
- High in-lieu fees may discourage development or simply result in developers not selecting an in-lieu fee option.
  - Developers may balk at paying in-lieu parking fees if they perceive them as too high, defeating the purpose of a parking in-lieu program if developers choose to simply provide parking on site.
- Low in-lieu fees may not be sufficient to cover the capital and maintenance costs of new or existing parking spaces.
  - Additional sources of revenue may be needed to finance the parking system.
- Fewer on-site parking spaces may be less desirable to many developers than providing parking for their patrons or employees on site.
- The public parking spaces constructed by in-lieu fees are not reserved or guaranteed for specific uses.
  - When a business provides its own private parking, it may be easier to ensure that customers have spaces.

Recommendations

Currently, the City's Code of Ordinances does not have a provision for a parking in lieu fee program as a means to fulfill parking requirements in the City. Walker recommends that the City modify Chapter 17.05 of its Code of Ordinances by adding language that enables the City to establish an in lieu parking program in the Downtown Area.

[4] City of Beaumont, Public Draft Beaumont General Plan, August 21, 2020 page 283.

If the City envisions funds being used for projects related to the parking system other than the development of parking facilities, it may be necessary to work with the City Attorney to ensure that the appropriate terminology is used when revising the Code of Ordinances.

Examples of parking related projects in the Downtown Area that could be funded include:

- The construction of additional crosswalks, traffic calming and other pedestrian improvements
- The installation of additional street lights
- The installation of regulatory signage
    - The signage package would include speed limits, stop signs, and parking time limit signs
- The development and deployment of wayfinding signage that directs motorists to parking facilities
    - This option could include the installation of an Automated Parking Guidance System (APGS) that provides motorists guidance to the nearest parking facility with available spaces.
- Enforcement of time limits for both on and off-street parking spaces.
    - This option would effectively increase the amount of parking available in the Downtown Area S Regular, ongoing enforcement would encourage motorists to turn spaces over rather than to remain parked for extended periods of time.
    - The enforcement duties would be handled by a qualified private parking operations firm that has experience in the Southern California area.

Determining the Amount of the Parking In Lieu Fee

Parking in lieu fees for municipalities in California range from less than $5,000 to more than $70,000 per space, depending on a variety of policy considerations and methodologies for determination. Walker does not provide legal advice; the City's legal counsel should review and approve any language and amount of a parking in lieu fee. A parking in lieu fee is not a requirement but an alternative to building the required, physical parking space. For this reason, a "reasonable relationship" between the parking in lieu fee amount and what the city intends to provide in return for that fee is what is expected when establishing the fee.

One challenge when determining a parking in lieu fee is that if it is set too high, it becomes infeasible for developers or businesses to pay, and becomes an ineffective policy tool. If it is set too low, the fees cannot provide material funding. However, in the case of Downtown Beaumont, because the parking in lieu fee program is meant to provide developers and businesses with flexibility to open businesses, a lower parking in lieu fee is likely more beneficial to achieving policy goals than one set so high that few participate in the program. Further, it should be noted that without a critical mass of development capable of generating a requirement for perhaps hundreds of parking spaces, it is challenging for in lieu fees to fund significant capital projects. Should a large capital project in need of a significant city investment to fund a parking capital project, it is reasonable to expect that such an effort would occur through a development agreement or similar, and not through an existing program.

A specific calculation for the amount of a parking in lieu fee is not included in Walker's Scope of Services for this engagement. However, as part of our recommendation that the city implement such a fee we suggest that a range of $600 to $900 per required space annually or an upfront, one-time fee of $6,000 to $9,000. These fees can be seen as reasonable in terms of the cost to lease existing parking spaces or construct and maintain surface parking spaces. Further, as a policy tool and economic development measure, the lower amount could be applied to parking requirements triggered by a change of use of existing buildings while the higher amount could be used for new parking requirements triggered by new construction.

03

Parking Meter Pricing

Introduction

As the City of Beaumont plans for the future, important consideration must be given to parking management strategies that can help the City achieve its vision of creating a balanced and integrated mixed-use downtown area that functions as a place to work, live, shop, and gather. With a shift toward a more mixed-use district, downtown is likely to attract different users competing for the same on-street parking spaces. As such, the management of the parking supply in the downtown, both on- and off-street is critical.

Paid parking is an effective means of managing parking behavior to encourage turnover and maximize the parking supply. Parking management best practice dictates that in a commercial district like downtown, prime parking spaces should be regulated through short-term time limits so that these spaces are available for patrons of local businesses. Paid parking can work in tandem with time limits to ensure that the most convenient spaces are not occupied by long-term parkers, and thus that they remain available to customers and visitors of downtown businesses.

A secondary benefit of paid parking is revenue. While the purpose of parking meters should not be to generate revenue for revenue's sake, it is a byproduct of charging for parking. As such, revenue generated from meters can be used to fund additional parking assets and operations and/or pay for local improvements in the downtown, most effectively through a parking benefit district.

The following report analyzes potential parking meter pricing in Downtown Beaumont, strategies for improving utilization of off-street parking facilities, and opportunities for improved parking management.

Paid Parking in Downtown Beaumont Today

Currently, there is no paid parking in Downtown Beaumont. The city operates under a free parking system with time limits regulating the use of on-street spaces on certain blocks, mainly along 6th Street and Beaumont Avenue. Given the results of the current conditions analysis of this engagement, which saw ample parking availability throughout the downtown area, it is Walker's view that paid on-street parking in Downtown Beaumont is neither viable nor desirable at this time. A trait of successful parking meter districts is consistently high levels of parking demand resulting in a low available of parking spaces for the public; parking occupancy rates are high.

However, throughout the entire study area, the levels of observed parking occupancy were consistently low. For example, along the Beaumont Avenue Subarea, the highest observed occupancy on any given block was 45 percent (shown in Table 1). The second highest parking occupancy was 26 percent. Several blocks experienced peak occupancy of less than 10 percent. Similarly, in the Downtown Core Subarea peak observed occupancy on any given block was 52 percent (shown in Table 2). Most blocks in the Downtown Core Subarea experienced parking occupancy between 10 percent and 30 percent.

Table 17: Beaumont Avenue Subarea Peak Parking Occupancy by Block

LOCATION	Occupancy			
Map Location	On Street	Off Street	Total	Percentage
1	9	0	9	9%
2	3	2	5	2%
3	16	7	23	13%
4	15	7	22	9%
5	6	0	6	10%
6	10	13	23	25%
7	16	8	24	26%
8	19	19	38	45%
9	6	0	6	9%
10	11	0	11	20%
Area Totals	**111**	**56**	**167**	**14%**

Source: Walker Consultants, 2020

Table 18: Downtown Core Peak Parking Occupancy by Block

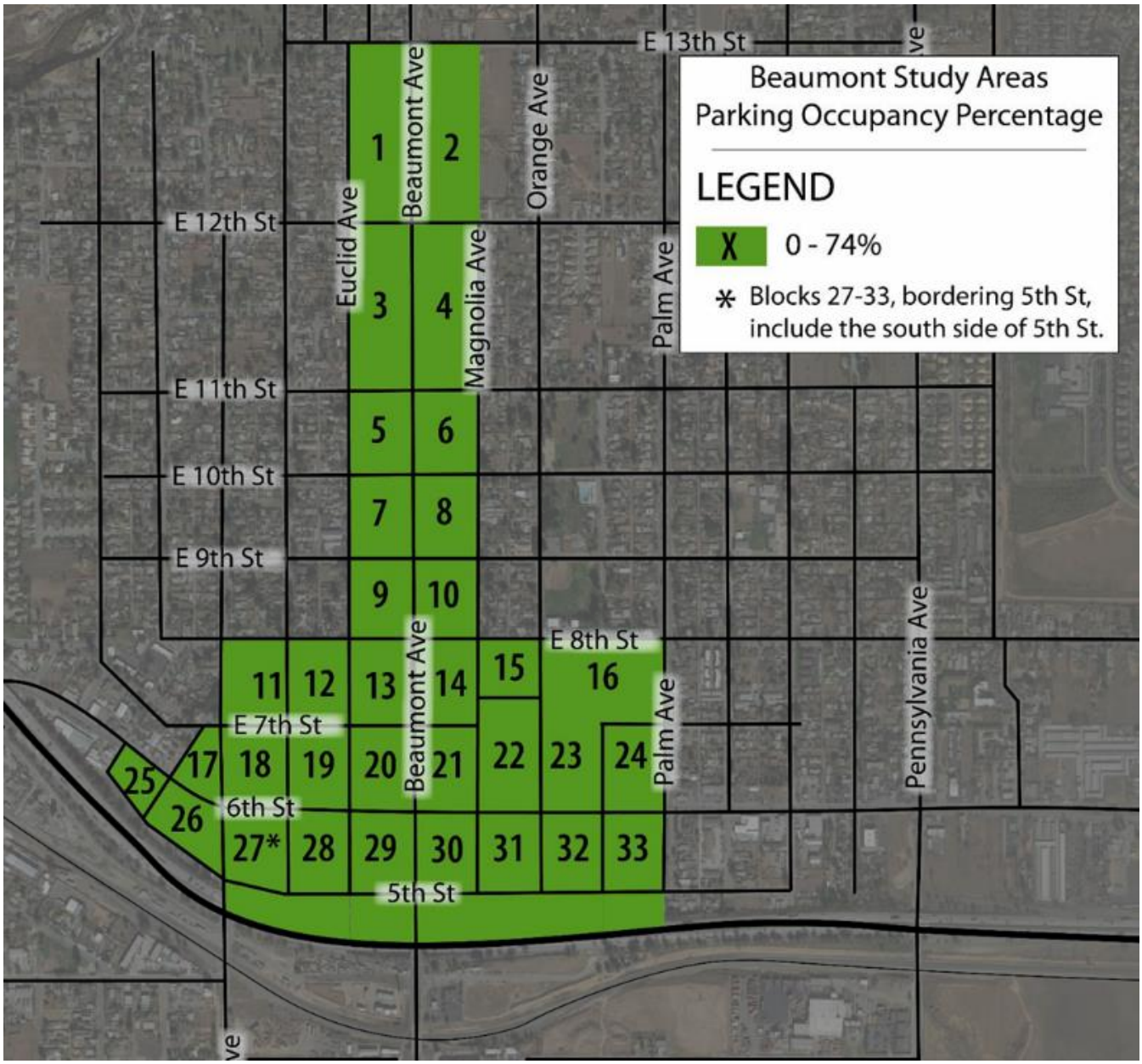
LOCATION	Occupancy			
Map Location	On Street	Off Street	Total	Percentage
11	12	11	23	21%
12	13	0	13	19%
13	4	46	50	27%
14	4	21	25	14%
15	9	0	9	23%
16	11	0	11	17%
17	6	1	7	15%
18	8	4	12	16%
19	20	1	21	22%
20	14	24	38	25%
21	17	36	53	42%
22	11	9	20	26%
23	3	28	31	18%
24	2	18	20	18%
25	23	20	43	52%
26	2	2	4	7%
27	6	25	31	29%
28	19	5	24	27%
29	14	55	69	32%

30	2	51	53	31%
31	13	14	27	36%
32	12	36	48	29%
33	2	16	18	17%
Area Totals	227	423	650	25%

Source: Walker Consultants, 2020

As shown in Figure 8, during the peak period all downtown showed much parking availability.

Figure 8: Downtown Peak Occupancy by Block



Source: Walker Consultants, 2020

Even in looking at the Civic Center parking lot, which is the only public parking lot owned by the City of Beaumont, the observed occupancy was below 25 percent during all occupancy counts.

- Weekday Daytime = 23% occupancy **(24 occupied spaces out of 104)**
- Weekday Evening = 14% occupancy **(15 occupied spaces out of 104)**
- Weekend Daytime = 12% occupancy **(12 occupied spaces out of 104)**
- Weekend Evening = 11% occupancy **(12 occupied spaces out of 104)**

Paid parking allocates a scarce resource. Because parking in Downtown Beaumont is not scarce, Walker does not advise implementing paid parking at this time; the low levels of parking occupancy do not demonstrate a need for paid parking, nor would the parking system cover the cost to implement, and thus would require funding from other sources to account for any gaps in recurring operating costs. Implemented under the appropriate conditions, paid parking improves customer access to businesses. However, under current parking demand conditions paid parking could result in customers being discouraged from frequenting businesses in the Area.

Though parking occupancy numbers do not quite warrant paid parking in Downtown Beaumont at this time, they could in the future as development in downtown ramps up. Prior to the implementation parking, there are more appropriate and effective strategies the City can employ as development comes online and the City aims to achieve its vision for downtown. These parking management and pricing strategies are presented in the following section.

Parking Management and Pricing Strategies for Downtown Beaumont

While the observed levels of occupancy are not sufficient to warrant a viable paid parking system at this time, as the demand in the Area gets busier there are steps that the City can take to move toward the vision of downtown as laid out in the Downtown Area Plan. The following strategies represent best practice parking management systems in downtown settings.

Strategy 1: On Street Parking Stall Striping

One of the steps the City can take immediately is to advance the formation of a formal public parking supply, especially in the downtown, by striping on-street parking stalls. The City has already begun creating a formal inventory of on-street spaces. Doing so allows for better tracking of the number of parking spaces that are available in the downtown, where they are available, and how they are being used. This information is important especially if the City considers moving toward the development a pool of publicly available parking in the downtown area.

Expansion of the number of parking stalls that are striped can help formalize the parking inventory that the City has in downtown Beaumont today. Along 6th Street there are already stall markings that establish a number of spaces on those blocks and in turn indicate to the general public where they may park (see Figure 9).

Figure 9: Striped On-Street Parking Stalls

Source: Google Earth Pro, 2021

Expanding stall striping to Beaumont Avenue will not only help drivers know where to park, but will get the public accustomed to parking within assigned spaces and recognizing the downtown parking supply, thus advancing the idea of a comprehensive and managed parking system.

Further, if the City reaches a point where it is viable to implement paid parking, the striped spaces will be in place to facilitate implementation.

Strategy 2: Optimize Use of Existing Off-Street Parking in the Downtown

Assemble a Pool of Public Parking

The City currently owns one public parking lot, located in the downtown area adjacent to the civic center. The highest rate of occupancy observed in the lot was 23 percent during the weekday day-time peak. This equates to 24 spaces occupied out of 104. While low levels of occupancy were observed throughout the downtown, the low levels of occupancy in the public lot provide an opportunity for the City to include the available spaces in this lot in a formal pool of public parking. This pool could serve to enable development in the downtown per the vision of the Downtown Area Plan.

Given the underutilization of the lot, as development around the civic center and throughout the downtown occurs, the City may consider allowing new businesses to satisfy their parking requirements by paying a fee in-lieu of providing new parking spaces. As discussed in the Task 4 report of the study (Downtown Parking Recommendations), a parking -in-lieu fee is recommended for the City as it moves towards its vision of downtown. Off-street parking spaces available to the public and on-street parking within downtown could be considered as part of the pool of public parking and made available to businesses to satisfy their parking requirements.

Monitor Use of the Parking Supply

With the implementation of a parking in-lieu fee, the City should also begin monitoring the pool of public parking supply to measure the adequacy of the public parking supply to meet the needs of downtown businesses, residents, visitors, and determine whether changes in parking are needed, whether by increased capacity or parking management strategies, to accommodate business. The City may not need to expand the supply of parking in the downtown, or require businesses to do so materially, until levels of parking demand warrant expansion and/or paid parking.

Regular monitoring of the parking supply would entail a more structured and methodical approach to monitoring parking utilization, both on and off street, which would then inform appropriate management strategies, decisions and opportunities for new businesses and development.

Identify and Implement Sufficient Public Parking Inventory for Downtown

In addition to the civic center lot, the City may consider options for leasing underutilized private off-street parking lots to increase the pool of public parking. These can be strategically dispersed throughout the downtown to provide access to different areas.

Walker has identified ample, existing off-street parking, with three quarters of the off-street parking spaces (1,541±) in the downtown area sitting empty during the busiest period surveyed. Even if just 20% of these spaces could be shared, they represent a supply of 308 spaces in the downtown area that could support thousands of square feet in new development and intensified land uses.

As new development comes online in the downtown, it is reasonable to expect that some new private parking supply will accompany it. Depending on the type of land uses for which the new parking supply is constructed, there may be opportunity for the sharing of the new private parking supply for broader use in the downtown. For example, if a new office building is developed with onsite parking, the City may be able to negotiate with the property owner to lease some of its parking in the evening or on weekends for public use when office demand is at its lowest and commercial retail, restaurant, and similar downtown uses are at their peak.

This type of collaboration and flexibility is a powerful tool for downtown placemaking, as less land and resources are spent on parking and more land can be dedicated to businesses and an attractive and cohesive downtown district.

Signage and Wayfinding of Public Parking

Along with the striping of on-street spaces, an enhanced signage and wayfinding plan would also facilitate the ability of existing parking spaces to serve the public and businesses. As development in the downtown ramps up, and parking occupancy levels rise concomitantly, signage and wayfinding can direct user groups to where they can and cannot park. Placing signs at key decision points where drivers can easily see them and follow them can be advantageous for the downtown area.

Having signage that has a consistent look across off-street public parking lots helps make parking areas easier to identify and locate. Wayfinding signage can also play a role in getting drivers from parking lots to key locations around the downtown. In turn, this strategy also works to support the “park once” philosophy the City seeks to achieve for the downtown district.

At the present time, static signage may suffice in helping downtown visitors and customers locate and identify public parking. Once downtown sees a steadier influx of visitors that require more guidance or changing conditions, an electronic signage package could be explored, including real time parking space availability displays if parking occupancy conditions become so busy that such an effort would benefit the driving public.

Strategy 3: Actively and Consistently Enforce Parking Regulations

Observed levels of parking demand have not reached a critical point in downtown Beaumont. With less than 52 percent occupancies observed at peak on any given block, parking is available within a reasonable walking distance of most destinations. While a review of parking enforcement is not part of this effort, the levels of occupancy indicate that time limit enforcement may not be a pressing issue at this time; if parking is always available, there is little need for enforcement. However, as development begins to occur and parking occupancy levels rise, the need for enforcement may become more important to monitor and manage the parking supply.

Adequate Number of Staff to Enforce Downtown Parking

Currently, parking enforcement is the responsibility of the Beaumont Police Department. It is recommended that once parking occupancy in the downtown reaches consistently high levels, that enforcement be sufficiently staffed to cover the downtown area parking supply with regularity. The goal of parking enforcement should not be to write as many tickets as possible, as that may frustrate visitors and patrons of downtown businesses. Rather the goal should be to encourage turnover of on-street parking spaces, or rather that (short-term) customers rather than (long-term) staff are the ones to park in the convenient street spaces.

Enforcement Technology

Under the current system, in which parking spaces in the downtown are time limited, parking enforcement requires time-intensive effort, especially if chalking and manual ticket writing practices are in place. Again, once parking demand conditions are such that frequent enforcement of public parking is required, the City should consider technological solutions that will help enforcement staff be more efficient if not already in place.

One efficiency measure is to upgrade parking enforcement staff with a license plate recognition (LPR) system, especially if free on-street parking and time limits are expected for some time.

Mobile license plate recognition technology has made the enforcement of time limits far more efficient and cost effective than manually “chalking” tires and revisiting parked cars every two hours. Mobile LPR utilizes vehicle-mounted cameras that read and record license plates as an enforcement vehicle is driven on roadways, surface lots, garages, etc. The LPR cameras use a series of algorithms to convert the photographic images of license plates into text data. System software then compares the plate numbers with previous enforcement session(s) and/or databases of paid or permitted license plates, to determine if the vehicle has overstayed the time limit in that location at that time.

Strategy 4: Turnover of On-Street Spaces

A best practice of parking management in the downtown is to have the most convenient on-street spaces serve short-term user groups. On-street parking along 6th Street and Beaumont Avenue in the downtown is currently regulated by time limits. Along 6th Street, there is a two-hour time limit from Magnolia Avenue to California Avenue. Along Beaumont Avenue, the time limit is also two hours, except on certain stretches where it is one hour. Limits on parking duration can increase parking turnover, so that more cars (and more customers) can use the same number of parking spaces, but they are only effective when enforcement is effective.

A challenge of regulating via time limits only is that employees of local businesses may simply move their cars every two hours from time limited blocks, thereby still occupying spaces that are meant for customers and visitors of downtown. This “two-hour dance” or “employee shuffle” is common in many business districts. Because the levels of parking occupancy that were observed throughout the downtown are not consistently high enough to make paid on-street parking a reasonable or viable option at this time, the City will need to optimize enforcement if issues of turnover become problematic.

By placing time limits on the most convenient on-street spaces the City is already prioritizing the short-term use of on-street spaces. Once demand for on-street parking reaches consistently high levels of utilization, the City may consider implementing paid parking as it is one of the most effective tools for managing demand.

Strategy 5: Implementation of Paid Parking in the Downtown Area

With a possible reduction of parking requirements for future development in the downtown, on-street parking will play an important role in supporting the local businesses operating in the downtown. Proper management of the public parking supply including on and off-street parking is important in ensuring that the future of Beaumont can achieve the vision for downtown as set forth in the Downtown Area Plan.

When the demand for parking is high enough to warrant the measure, the City can manage the turnover of parking spaces by putting a price on the time spent at a parking space, , and thus influence the availability of parking.

The key performance indicator as to when to implement paid parking is a lack of parking availability. A parking system typically implements paid parking when the time and frustration required to find an available parking space is greater than the one dollar or so per hour that may be charged to park in that space. Parking demand that is consistently high to the point where parking spaces are regularly unavailable and parking spillover is occurring, is an indication that the price for parking (or lack thereof) is too low, and thus the conditions for paid parking, in terms of demand, may be present. Of course, other factors will include whether parking availability issues are experienced broadly across downtown or in a single area, thus allowing the City to determine where and when to implement paid parking.

It is likely that the high demand for parking may first occur on the street (i.e., the most convenient spaces), thus the implementation of paid parking should occur on the busiest on-street parking spaces first, ensuring that the most convenient spaces turnover at a reasonable rate for customers and visitors. However, wherever parking occupancies are consistently high, meaning at or above 85 to 90 percent, paid parking is typically an effective solution for managing parking.

How much to charge for paid parking is informed by the levels of occupancy observed and the targets the City sets for acceptable occupancy, and most importantly what the market will bear. Setting the right price for parking starts with an occupancy target. The conventional target for on-street parking is an occupancy of 85 to 90 percent on any block face. This ensures that there are always one to two spaces open for arriving motorists when things are busy. Hence, the price is dictated by the occupancy target and what people are willing to pay.

Cost Considerations of Paid Parking

The capital and operational costs associated with implementing and operating paid parking are part of the decision related to the feasibility of the measure. For the system to be financially viable, revenues generated should at the very least cover the cost of acquiring and operating the system.

Among the cost considerations are:

- Cost of purchasing paid parking technology, typically single or multi-space meters, which can vary depending on type, features, and quantity:
  - Approximately $1,000 per single-space meter
  - Approximately $10,000 per multi-space meter
  - Pay by cell (phone) technology is in its relative infancy but appears to be an option to reduce the cost of implementation to municipalities.
- Spare parts
  - Varies, but a cost of $20,000 is a reasonable assumption.
- Monthly management fees, typically includes management software that allows for tracking system payments, occupancy, diagnostics reporting, etc.
  - Approximately $8 per single-space meter
  - Approximately $60 per multi-space meter
- Signage costs
  - Not applicable to single-space meters
  - Approximately $150 per multi-space meter
- Startup marketing costs
  - Can vary but $30,000 is a reasonable assumption
- Ticket Roll Costs
  - Not applicable to single-space meters
  - Approximately $45 per multi-space meter per roll, may require several rolls per year
- Credit card processing fees
  - Approximately $0.13 per transaction
- Convenience fees, if integrating to mobile payment application
  - Varies, but have seen $0.35 per transaction

In addition to the costs of acquiring the equipment and operating the system, other factors include:

- The number of hours the parking meters will be in operation.
- The average paid parking occupancy during hours of operation/enforcement.

Starting Parking Rates

Ultimately, the price of parking should be determined by a district's parking occupancy targets; we set the price to reach the desired level of occupancy. Too many unoccupied parking spaces at peak indicate too high a price. Too few available spaces indicate too low a price.

For on-street parking spaces, the conventional target is an 85 to 90 percent occupancy on any given block face. For off-street parking, a 90 percent occupancy target is more acceptable. However, the initial rollout price may be informed by what other municipalities charge in similar settings. The price, therefore, can and should be adjusted to meet the occupancy target that the City sets.

The following rates are examples of per hour parking charges that some Southern California municipalities charge to park on the street in their downtowns:

- City of Riverside
  - $1.50 per hour
- City of San Fernando
  - $1.25 per hour
- City of Inglewood
  - $1.00 per hour + convenience fees
- City of Pasadena, Old Pasadena
  - $1.25 per hour

While parking rates are important for determining the financial feasibility of a parking system, as shown in the current conditions analysis, occupancy levels throughout Downtown Beaumont currently do not indicate a shortage of parking availability. Walker determined that the observed occupancy levels demonstrate plentiful parking availability throughout the downtown even under a free parking system.

In fact, rather than a problem due to a lack of parking availability, the high levels of parking availability demonstrate an underutilized public asset that can and should be put in service to the public to the extent possible.

For these reasons, Walker currently does not recommend the implementation of paid parking in the Downtown Area. However, if consistent levels of high parking demand are experienced in the downtown, paid parking may serve as a useful tool to manage demand.

Strategy 6: Parking Benefit District

The primary goal and benefit of paid parking is not revenue, but rather the improved management of the parking system by facilitating parking availability for customers in convenient spaces. However, revenue can be a positive by product of paid parking.

Parking benefit districts (PBDs) are geographically defined areas, typically in commercial areas in which the parking supply and revenue it may generate are focused on managing parking supply and demand to ensure that the parking serves the district as effectively as possible. It is returned to the district to pay for neighborhood improvements that are prioritized by local stakeholders.

A parking benefit district facilitates the implementation and operation of paid parking by providing those whose businesses and properties are in the district some control over the policies and revenue generated by paid parking. This not only allows those businesses and property owners to weigh the costs and benefits of paid parking policies, but also allows for revenue generated in the district to remain in the district to fund operational and capital improvements. In this way it also addresses political concerns that can arise from the implementation of paid parking. While certainly a valid concern, paid parking can be introduced as a Parking Benefit District system to make charging for parking more palatable to stakeholders.

Once the conditions for paid parking implementation are met, the City may still face resistance from business owners and residents to charge for parking, as there may be a fear that paid parking will drive customers away.

While certainly a valid concern, paid parking can be introduced as a Parking Benefit District system to make charging for parking more palatable to stakeholders.

A focus of PBDs is therefore to return revenues to the local community such that it can maintain an attractive and thriving commercial district, the broader goal of an effective parking system. As a result, business owners and residents of the nearby district may be more supportive of paid parking as well, when they see the possibilities of local benefits.

Among the key components of a PBD are:

- Developing a mission statement/vision,
- Establishing a set of objectives to meet the vision,
- Identifying or creating a commission of local stakeholders and City staff to make decisions on revenue expenditures and priorities,
- Drafting enabling code language that allows for the creation of such a district,
- Supportive and engaged constituents,
- Strong financial condition and fiscal responsibility, and
- Political support among others.

Strategy 7: Adjust Parking Prices to Manage Demand

Once paid parking is in place, there are additional strategies that the City can implement to manage supply and demand in the downtown. One of those strategies is to adjust prices, sometimes known as demand-based pricing. Demand-based pricing does not mean that prices for parking change frequently or in real time. Rather, the price of parking in different locations should reflect the relative demand for parking. In nearly every commercial district where we have studied parking, a parking issue is not a shortage, but instead a high demand for parking (and resulting shortages) in one location while there is a high availability of parking spaces in another location. Because there will always be more popular and less popular locations in which to park, often the solution to this issue is to price high demand locations slightly higher and leave lower demand locations with inexpensive, free, or unrestricted parking.

Price On-Street Parking Higher than Off-Street Parking

Pricing adjustments are an effective way of managing parking in a downtown system. In Walker's experience, many drivers prefer to park on the street than in a parking lot or garage because on-street spaces are often more convenient. As a result, these spaces tend to be occupied first. A best practice of parking management is to price the street higher than the off-street. By doing so, drivers are nudged to park in off-street areas, and are given the choice to pay for the convenience of on-street parking should they prefer to do so.

Progressive Parking Prices – Demand-Based Pricing

In addition to placing a higher price on the street than on off-street parking, the City can employ a demand-based pricing strategy as described above. In parking, demand-based pricing is used to shift the demand from parking in one block to another less utilized block. The shift occurs by lowering the price of the lesser utilized block, which in turn draws demand from drivers wanting to pay a lower price, typically those parking for a longer period, such as employees.

Strategy 8: Residential Parking Permit Program

A potential consequence of implementing paid parking is spillover of parked vehicles on to the residential streets that surround the commercial areas. To protect residential neighborhoods from parking spillover originating from commercial or surrounding non-residential uses, one solution is a residential parking permit program (RPPs). In this instance we discuss RPPs in the context of the possibility of managing and protecting the on-street residential parking supply around the Downtown Beaumont Area in case commercial parking demand may spill over on to residential streets.

A parking permit program is typically a geographically defined area where parking is actively managed via permits to allow for on-street parking use by residents, businesses, and transient/short term parkers. Parking permits are required to park in designated areas on the streets within the RPP. It is customary to charge a fee and require that the vehicle be registered to an address within the RPP. There are several ways to design residential parking permit programs, and therefore there is no one size fits all solution. However, the important considerations in implementing residential parking permit programs are as follows:

- Is there a considerable amount of parking spillover into residential neighborhoods from non-residential land uses that are negatively impacting the quality of life of Beaumont residents?
- Are residents fully utilizing their own parking supply within garages, driveways, carports, etc.?
- Is there an appetite for residents to have parking districts, in which they would pay for a permit to park on the street?

If the City determines that there is a need to implement a residential parking permit program, there are several program details that should be considered, these include:

- Hours of enforcement for the program, overnight versus daytime, or both.
- The number of permits that any household can obtain.
- The process by which a permit is obtained, online versus at city counter.
- The type of credential to be used, hangtag, decal, license plate, or other.
- The fee charged per permit. Will it be a fixed fee, or will it have an escalating pricing structure, meaning that every subsequent permit costs more than the previous one?
- The process by which to establish new or expand program boundaries.

In any case, the City should also consider the impact that implementing RPPs might have on businesses. Striking a balance between resident parking needs and business parking needs can be challenging, but one way that some municipalities have addressed this is through time limits on residential streets.

If the City opts for implementing RPPs in the residential neighborhoods surrounding the metered commercial streets, time restrictions on residential streets can limit the amount of time that non-residents would be allowed to park there, but it would not ban them entirely. This flexibility may provide a better result than completely keeping non-residents out, as it allows for more efficient use of existing parking resources and may delay the need to build new public parking supply, which can be costly and is not always the highest and best use.

Strategy 9: Downtown Streetscape and Pedestrian Infrastructure

A critical function of the "park once" philosophy that the Downtown Area Plan strives to achieve is an inviting and comfortable pedestrian network. Not only can a well-connected pedestrian network provide space for the safe passage of pedestrians throughout the downtown, but the access that a robust network can provide can effectively increasing the supply of parking. Parking supply is always a function of length and quality of walking distances.

For example, a motorist can park in a public lot or on-street parking space within the downtown, not directly at the destination that they intend to visit. If there is an inviting and easily navigable pedestrian network, they may spend more time in the downtown district walking to and patronizing more destinations than driving to them.

Quality pedestrian connectivity can also lead to more efficient use of the existing parking supply. Again, if walking to different destinations in the downtown is easy and inviting, visitors, customers, employees, and any other downtown stakeholders may not mind parking a distance away from their destination as it becomes easy and pleasant to walk rather than drive to multiple destinations within the downtown.

One of the strategies of the General Plan (LUCD 11) prioritizes pursuing funding for pedestrian network improvements. Should the City implement an in-lieu parking fee and parking meters, funds generated may help support enhancements to pedestrian infrastructure.

04

Parking Management Master Plan

Introduction

Among the challenges that the City faces today is a mismatch between the amount of parking that is required of developers and new businesses, by the City, and the inability of those businesses and developers to provide parking on site within the downtown. Many of the parcels in the downtown area are small in dimension, making the provision of land-intensive onsite parking a challenge. Thus, when new businesses occupy older buildings in the downtown, they often encounter challenges with meeting the parking requirements, potentially preventing them from opening.

The municipal code offers limited flexibility for developers and businesses seeking to meet the parking requirements. The options that developers/businesses have in addressing the requirements are via a variance or shared parking agreement with a property in the immediate vicinity. A variance allows a developer/business some relief in the strict provision of parking when it is found that because of special circumstances such as shape, size, topography, location, or surroundings, the subject property is deprived of the privileges enjoyed by other properties in the vicinity and under an identical zoning classification.

The problem with the variance approval is that it requires a high-level of scrutiny and in turn can result in a lengthy process inclusive of a public hearing, approval from the Planning Director, and review and approval by the Planning Commission. The variance process is time-consuming and not conducive to fostering economic development and realizing the vision of downtown as set forth in the Downtown Area Plan.

The other option that developers/businesses have when they cannot meet parking requirements onsite is shared parking. However, the City has struggled with facilitating the sharing of parking in the downtown area seeks ways to amend the code such that shared parking is a more feasible option for developers/businesses. The intention is to leverage the efficiencies gained when two or more land uses share parking, resulting in less land devoted to parking more land opportunity for businesses, housing, or a mix of other productive land uses.

Another dynamic of the mismatch of parking in downtown Beaumont is the amount of existing parking supply that is available due to the observed low levels of utilization. Hence, at the same time that developers/businesses struggle to provide onsite parking, there is much parking availability around the downtown area that goes unused.

Creating a process by which new developers/businesses can utilize existing parking supply is one way the City can support local economic development, as it would facilitate the process by which developers/businesses open downtown.

Additionally, it is Walker's understanding that outside of the downtown, in several instances newer developments have not built the full amount of parking as required in the municipal code. Instead, these developments have utilized variances and shared parking agreements, or both, indicating that the minimum parking requirements are too prescriptive and resulting in more parking than is necessary.

As the City looks toward a parking as a service model, flexibility in parking requirements will be a key factor in facilitating the process by which businesses can move into the downtown area. As such the following PMMP recommendations are aimed at providing flexibility to facilitate local economic prosperity, but also at managing the supply of parking such that it does not negatively impact businesses and the surrounding neighborhoods, and that it supports the realization of the vision that the City has for the downtown area.

Parking Management Master Plan

It is important to note that the implementation of the following recommendations need not occur at the exact timeframes indicated. The time frames are meant to suggest a reasonable time frame or progression for the plan.

Short-Term Recommendations (1-2 years)

1 On-Street Parking Stall Striping

Walker recommends that the City advance the formation of a formal public parking supply, in the Downtown Area, beginning with the striping of on-street parking stalls throughout the area. The advantage of identifying the inventory of on-street spaces in the downtown is for the City to track more intentionally the number of parking spaces that are exist and are available in the downtown, where they are available, and how they are being used. This effort can in turn can facilitate monitoring the on-street parking supply so that it may be used efficiently to support businesses.

2 Assemble a Pool of Publicly Available Parking

In addition to the on-street parking spaces that are located along the commercial streets in the downtown, we recommend that the city include the civic center lot as part of the pool of public parking. The civic center lot is currently the only public off-street parking lot available in the downtown.

Walker observed peak levels of occupancy in the lot to be below 25 percent occupancy. Should the opportunity present itself, the City may consider the civic center supply to count toward the parking requirements of prospective developments/businesses near the vicinity of the civic center.

3 Lower Parking Requirements for Downtown

Reductions in the number of required parking spaces will help developments/businesses meet their onsite parking requirements. The City has had challenges with businesses in the downtown being unable to provide parking onsite because parcels in the downtown are often too small. Lower requirements will help businesses move into the downtown by requiring that they provide less parking. When combined with an in-lieu parking fee, the flexibility provides more options for new developments/businesses to meet their parking requirements.

While there is a growing trend among cities to eliminate parking requirements, Walker proposes that the City maintain a parking requirement, as it is a necessary component of an in-lieu fee program. Therefore, in this case the elimination of parking requirements in downtown Beaumont would essentially nullify the in-lieu fee policy and result in the loss of associated revenues, which we view as beneficial.

4 In-Lieu Parking Fee Program

Walker recommends the development of an in-lieu fee parking program to provide developers with flexibility in parking requirements, emphasize shared rather than reserved parking, and give cities on-going funding to help build and maintain public parking. A parking in-lieu fee provides developers with an alternative to the traditional method of satisfying minimum parking requirements. Developers have the option to pay an in-lieu fee on a per space basis to fully satisfy parking requirements. Given the challenge that many developers/businesses have in providing onsite parking in the downtown area, an in-lieu fee program is an additional tool that allows developers/businesses to meet their parking requirements.

Currently, the City's Code of Ordinances does not have a provision for a parking in lieu fee program to fulfill parking requirements in the City. Walker recommends that the City modify Chapter 17.05 of its Code of Ordinances by adding language that enables the City to establish an in-lieu parking program in the Downtown Area.

If the City envisions funds being used for projects related to the parking system other than the development of parking facilities, it may be necessary to work with the City Attorney to ensure that the appropriate terminology is used when revising the Code of Ordinances.

Examples of parking related projects in the Downtown Area that could be funded include:

- The construction of additional crosswalks, traffic calming and other pedestrian improvements
- The installation of additional streetlights
- The installation of regulatory signage for parking and traffic
    - The signage package would include speed limits, stop signs, and parking time limit signs
- The development and deployment of wayfinding signage that directs motorists to parking facilities
    - This option could include the installation of an Automated Parking Guidance System (APGS) that provides motorists guidance to the nearest parking facility with available spaces.
- Enforcement of time limits for both on and off street parking spaces.
    - This option would effectively increase the amount of parking available in the Downtown Area S Regular, ongoing enforcement would encourage motorists to turn spaces over rather than to remain parked for extended periods of time.
    - The enforcement duties would be handled by a qualified private parking operations firm that has experience in the Southern California area.

Determining the Amount of the Parking In Lieu Fee

Parking in lieu fees for municipalities in California range from less than $5,000 to more than $70,000 per space, depending on a variety of policy considerations and methodologies for determination. Walker does not provide legal advice; the City's legal counsel should review and approve any language and amount of a parking in lieu fee.

A parking in lieu fee is not a requirement but an alternative to building the required, physical parking space. For this reason, a "reasonable relationship" between the parking in lieu fee amount and what the city intends to provide in return for that fee is what is expected when establishing the fee.

One challenge when determining a parking in lieu fee is that if it is set too high, it becomes infeasible for developers or businesses to pay, and becomes an ineffective policy tool. If it is set too low, the fees cannot provide material funding. However, in the case of Downtown Beaumont, because the parking in lieu fee program is meant to provide developers and businesses with flexibility to open businesses, a lower parking in lieu fee is likely more beneficial to achieving policy goals than one set so high that few participate in the program.

Further, it should be noted that without a critical mass of development capable of generating a requirement for perhaps hundred of parking spaces, it is challenging for in lieu fees to fund significant capital projects. Should a large capital project in need of a significant city investment to fund a parking capital project, it is reasonable to expect that such an effort would occur through a development agreement or similar, and not through an existing program.

A specific calculation of the amount of a parking in lieu fee is not included in Walker's Scope of Services for this engagement. However, as part of our recommendation that the city implement such a fee we suggest that a range of $600 to $900 per required space annually or an upfront, one-time fee of $6,000 to $9,000. These fees can be seen as reasonable in terms of the cost to lease existing parking spaces or construct and maintain surface parking spaces. Further, as a policy tool and economic development measure, the lower amount could be applied to parking requirements triggered by a change of use of existing buildings while the higher amount could be used for new parking requirements triggered by new construction.

5 Monitor Public Parking Supply

With the implementation of an in-lieu parking fee, the City should also begin monitoring the pool of public parking supply to ensure that it meets the needs of the downtown businesses, residents, visitors, and to determine whether changes are needed, whether by expansion or parking management strategies. The City may not need to expand the supply of parking in the downtown until levels of parking demand warrant expansion and/or paid parking.

Walker recommends regular monitoring of the occupancy rate of the public parking supply. The City may be well- served by a structured and scheduled approach to monitoring parking utilization to then inform appropriate management strategies, decisions and opportunities for new businesses and development.

6 Downtown Parking and Transportation Fund (DPTF)

A DPTF may be created as a special fund of the City. All interest earned on moneys in the Fund shall be deposited into the Fund. All fees generated from parking in lieu fees, citations, public paid parking, if implemented in downtown Beaumont shall be deposited into a Parking and Transportation Fund, which shall be created and designated to fund operational and capital improvements to increase the availability of parking and transportation options for business, workers, customers, and others visiting downtown Beaumont.

7 Free up Underused Private Parking for Partial or Full Public Use

Walker recommends that expansion of the parking supply also occur via the 'unlocking' of existing private parking supply. The City may consider options for leasing underutilized private off-street parking lots to increase the pool of public parking in the downtown. These can be strategically dispersed throughout the downtown so as to provide access to different areas. The advantage of leasing parking versus constructing new parking, is the tremendous cost savings, as the City would avoid the sunk costs that come with building, maintaining, and operating new parking.

This type of collaboration and flexibility is a powerful tool for downtown placemaking, as less land and resources are spent on parking, and more land can be dedicated to an attractive and cohesive downtown district.

8 Adjustments to Shared Parking Policy

Walker recommends that the City modify Code of Ordinances Chapter 17.05.080 to expand the use of shared parking agreements to fulfill the Downtown Area's parking requirements. Walker recommends that the modified ordinance accompany revisions to existing planning policies and practices so that developers are encouraged, if not required, to share parking for efficiencies sake, especially for developments in the near term.

Parking is a major contributor to the cost of developing a parcel and opening a business. It is expensive to build and drives up construction and land costs, which in various forms can be passed on to businesses. The number of parking spaces located within downtown Beaumont is, based on surveys and discussions with public officials, materially greater than the number of cars that currently park in the area each day. An oversupply of parking is a problem in that it increases distances between businesses and destinations in Downtown Beaumont, disincentivizing the use of modes of transportation such as transit, walking, and biking, and incentivizing people to drive more, increasing the need for even more parking, and space for fewer businesses.

To address these issues Walker recommends the creation of the following:

3.1 Designation of a Pool of Publicly Available Parking. The City will identify and establish an appropriate Pool of Publicly Available Parking, anticipated to consist of:

A. On-street parking

B. Private parking, to the extent that owners agree to make their parking available to the city for public and/or employee parking for compensation.

C. Additional public parking, which can be added to the Pool of Publicly Available Parking by City Council Ordinance.

3.2 Private parking spaces to be made available to the Public Parking Pool. To the extent that the need for additional parking spaces available to the public beyond the available public supply is identified to serve the downtown area for businesses or otherwise, owners of private parking spaces serving commercial uses may make those spaces in available in privately owned parking facilities for general public or district employee parking during off-peak hours for the parking facility and primary land use that it is serving. Use of these parking spaces by the public shall not be considered a lack of compliance with city regulations regarding minimum parking requirements.

A. For peak times for the land use, reasonable efforts shall be made by the owner and the city to ensure available parking spaces can be accessed by the public, including facilitating parking space usage through signage.

B. Responsibility for the cost of operating and maintaining the lot and signage to communicate the availability of parking spaces to the public will be determined through an agreement between the City and the parking owner. Said signage shall be reasonably consistent with the parking program and policies of the city's public parking operation serving downtown Beaumont.

3.3 Monitoring of the Pool of Publicly Available Parking. Biannually the City or its designee shall conduct parking occupancy counts of the parking spaces contained in the Pool of Publicly Available Parking as defined in Section 2, every two hours, from 10:00 am to 8:00 pm on one typically busy weekday and one typically busy Saturday, or a time as designated appropriate by City staff, to quantify typically busy parking availability conditions within the Pool.

3.4 Managing parking demand within the Parking Pool. If designated parking facilities and locations[5] for parking within the public parking pool are found to exceed 85% occupancy for at least three intervals during the two days of parking occupancy counts defined above, an additional set of occupancy counts at the locations exceeding 85% will be undertaken. If the locations are again found to experience in excess of 85% occupancy the City shall actively explore the need and viability of paid parking for the spaces at the identified location (parking facility or block face) for parking management purposes, to allocate parking demand more evenly throughout parking locations and achieving a level at which approximately 10% - 20% of spaces will be available in busy locations during typically busy periods for public parking.

3.5 The Downtown Parking and Transportation Fund (DPTF). A DPTF may be created as a special fund of the City. All interest earned on moneys in the Fund shall be deposited into the Fund. All fees generated from parking in lieu fees, citations, public paid parking, if implemented in downtown Beaumont shall be deposited into a Parking and Transportation Fund, which shall be created and designated to fund operational and capital improvements to increase the availability of parking and transportation options for business, workers, customers, and others visiting downtown Beaumont.

3.6 Fee in lieu of providing a code-required parking space. In lieu of providing on-site parking spaces, the city will establish a fee equivalent to the cost of parking and similar access improvements. These fees shall be used as noted in the Parking In Lieu Fee section of this document.

3.7 Payment of the Parking In Lieu Fee shall entitle the payer to utilize parking spaces in the designated Pool of Publicly available parking to satisfy its parking requirements. Spaces shall not be reserved in a way that precludes parking availability to the general public but rather to ensure reasonable access for land uses in the downtown, as necessary. Parking shall be managed by the city using enforcement measures including time restrictions, citations for parking infractions and, should parking demand warrant, paid parking in high-parking demand locations, as necessary to ensure adequate parking availability within the Pool of Publicly Available Parking.

3.8 This in lieu fee shall be paid on an annual basis to the Downtown Parking and Transportation Fund. Money deposited into the Fund shall be used to cover expenses incurred by the City for the provision of parking and other forms of access, anticipated to include:

i. The City's reasonable cost to lease private parking spaces and make parking available as part of the pool of public parking to businesses and others in need of parking in the District;

ii. The costs to provide signage for parking and pedestrians;

[5] The identified locations may be an individual parking facility (surface lot) or on-street parking (one block face)

iii. Costs to construct, maintain and operate surface parking spaces for the public, including reserves to maintain the parking asset and parking technology in good condition for public use.

iv. Costs of parking alternatives and enhancements including sidewalk and pedestrian improvements, bicycle parking, first-mile/last-mile services, and related mobility infrastructure, which effectively improve the public's access to the Downtown District.

3.9 The amount of the Fee shall be set based on a formula (Formula) that reflects the approximate annual costs and shall be adjusted on the first day of each calendar year for inflation according to the Consumer Price Index (CPI). The Formula shall be reviewed annually to ensure that all appropriate costs are considered in its determination and calculation.

3.10 Land uses that have a change of use resulting in a reduction to their parking requirement shall have a corresponding reduction in the amount they pay for their annual Parking Credit, beginning in the next full calendar year of their businesses operation.

3.11 For the purpose of cost effectively increasing the Pool of Available Public Parking, develop and implement a Downtown Parking (Lease) Program, as described in Appendix A of this document.

3.12 Mixed use development occurring on one parcel may take a reduction in its parking requirement per the current ordinance (17.08.100 – Reduction of required spaces). Walker's understanding is that the opportunity to take a reduction for shared parking is by right, but the amount of the reduction in shared parking is based on a CUP. We recommend that the City utilize consultants from an Expert Parking Bench to analyze and peer review the extent of reductions requested by businesses and developers.

In addition to the establishment of a pool of shared, publicly available parking Walker recommends that the City maintain its current code language facilitating shared parking on a site between two or more uses (17.05.080 - Shared and remote parking), but with the recognition that a parking study is different than the requirements of a traffic study (added in the underlined portion of this paragraph:

Special Study Required for Shared Parking. *Two or more uses may share parking facilities, subject to the approval of the Planning Director and the provisions of this section. A parking demand analysis for the uses proposed to share parking facilities shall be prepared. The parking demand analysis shall be prepared by a registered traffic engineer or other professional with expertise in the field. When such analysis demonstrates, to the satisfaction of the Director, that the uses have different peak parking requirements, then the parking space requirement may be reduced by the Director. In no event, however, shall the parking requirement be reduced below the highest peak parking requirement of the use demanding the most parking.*

Mid-Term Recommendations (2-5 years)

9 Streetscape and Pedestrian Network Improvements

Walker recommends that the City invest in improving the downtown pedestrian network. With the creation of an in-lieu parking fee program, and downtown parking and transportation fund (DTFP), the City will have a funding source for improvements. Today, the streetscape and pedestrian network is not conducive to the vision that the City has developed for the downtown. A challenge that the City faces today is a lack of crosswalks along 6th Street and high vehicle speeds, both of which hinder pedestrian movement throughout the downtown.

A critical function of the "park once" philosophy that the Downtown Area Plan strives to achieve, is an inviting and comfortable pedestrian network. Not only can a well-connected pedestrian network provide space for the safe passage of pedestrians throughout the downtown, but the access that a robust network can provide can be advantageous to downtown businesses as well.

For example, a motorist can park in a public lot or on-street parking space within the downtown, not directly at the destination that they intend to visit. If there is an inviting and easily navigable pedestrian network, they may spend more time in the downtown district walking to more destinations than driving to them.

10 Signage and Wayfinding

Along with the pedestrian network improvement, Walker recommends that the City pursue a signage and wayfinding plan. As development in the downtown ramps us, and parking occupancy levels begin to rise with more customers, visitors, and employees in the downtown, signage and wayfinding can direct user groups to where they can and cannot park. Placing signs at key decision points where drivers can easily see them and follow them, can be advantageous for the downtown area.

Having signage that has a consistent look across off-street public parking lots is helpful in that parking areas become easier to identify and locate. Wayfinding signage can also play a role in getting drivers from parking lots to key locations around the downtown. In turn, this strategy also works to support the "park once" philosophy that the City seeks to achieve in terms of parking in the downtown.

At present time, static signage may suffice in helping downtown visitors and customers locate and identify public parking. Once downtown sees a steadier influx of visitors that require more guidance, an electronic signage package should be explored.

11 Increase Parking Enforcement

While a review of parking enforcement efforts is not part of this effort, it is recommended that once parking occupancy in the downtown reaches consistently high levels, enforcement be sufficiently staffed and performed to cover the downtown area parking supply regularly. To ensure turnover for the purpose of ensuring the availability of convenient parking for customers, enforcement of time limited spaces in particular needs to be effective.

Long-Term Recommendations (5+ years)

12 Paid Parking in the Downtown

Parking in a busy commercial district is a scarce resource, as it tends to compete for space with other land uses, which themselves generate a need for parking spaces. An effective way to manage parking in a busy downtown is paid parking. If, when and/or where levels of parking demand and occupancy are at consistently high levels in the Downtown Area, Walker recommends the City explore implementing paid parking to manage the public parking supply. By putting a price on the time spent at a parking space, the City can ensure the turnover of parking spaces, and thus influence the availability of parking, particularly in spaces that are in high demand by patrons of downtown businesses.

13 Parking Benefit District

Once the conditions for paid parking implementation are met, the City may still face resistance from business owners and residents to charge for parking, as there may be a fear that paid parking will drive customers away. While certainly a valid concern, paid parking can be introduced as a Parking Benefit District system to make charging for parking more palatable to stakeholders.

The primary goal and benefit of paid parking is not revenue, but rather the improved management of the parking system by facilitating parking availability for customers in convenient spaces. However, revenue can be a positive byproduct of paid parking.

Parking benefit districts (PBDs) are geographically defined areas, typically in commercial areas, in which the parking supply and revenue it may generate are focused on managing parking supply and demand to ensure that the parking serves the district as effectively as possible. Revenue is returned to the district to pay for neighborhood improvements that are prioritized by local stakeholders.

A parking benefit district facilitates the implementation and operation of paid parking by providing those whose businesses and properties are in the district some control over the policies and revenue generated by paid parking. This not only allows those businesses and property owners to weigh the costs and benefits of paid parking policies, but also allows for revenue generated in the district to remain in the district to fund operational and capital improvements. In this way it also addresses political concerns that can arise from the implementation of paid parking. While certainly a valid concern, paid parking can be introduced as a Parking Benefit District system to make charging for parking more palatable to stakeholders.

Walker recommends that any implementation of paid parking by the city be accompanied by the creation of a Parking Benefit District so that a portion or all parking revenues be used to improve the area where they were generated.

14 Residential Parking Permit Program

A potential effect of high commercial parking demand and any accompanying regulation of on-street parking is the spillover of vehicles on to the residential streets that surround the commercial areas. To protect residential neighborhoods from parking spillover originating from commercial or surrounding non-residential uses, a residential parking permit program (RPPs) is a solution.

A parking permit program is typically a geographically defined area where parking is actively managed via permits to allow for on-street parking use by residents, businesses, and transient/short term parkers. Parking permits are required to park in designated areas on the streets within the RPP. It is customary to charge a fee and require that the vehicle be registered to an address within the RPP.

Should issues with parking spillover be a significant concern, Walker recommends that the City explore drafting enabling language that would allow for the formation of an RPP.

15 Demand-Based Pricing

Adjusting the price of parking based on the level of parking demand a downtown system is a parking management measure. This is why paid parking is not necessary or desirable currently in Downtown Beaumont.

In Walker's experience, many drivers prefer to park on the street than in a parking lot or garage because on-street spaces are often more convenient, more visible, quicker in and out, and at times directly in front of the business they wish to patronize As a result, these spaces tend to be occupied first. A best practice of parking management is to price the street higher than the off-street. By doing so, drivers are nudged to park in off-street areas, and are given the choice to pay for the convenience of on-street parking should they prefer to do so.

In addition to placing a higher price on the street than on off-street parking, the City can employ a demand-based pricing strategy. In parking, demand-based pricing is used to shift the demand from parking in one block to another less utilized block. The shift occurs by lowering the price of the lesser utilized block, which in turn draws demand from drivers wanting to pay a lower price.

Demand-based pricing not only helps to alleviate pressure from blocks that experience the highest demand, but it also helps to shift demand to underutilized areas, thereby creating a more efficient system in which existing parking supplies are utilized to the highest extent possible.

This recommendation would be the culmination of an actively managed public parking system, obviously at least several years in the future. If the City implements paid parking in the downtown area, Walker recommends the inclusion of a demand-based pricing strategy to help manage parking.

Appendix

Appendix A - San Clemente Private Parking Lot Lease Program[6]

Downtown San Clemente is a popular destination frequented by both residents and visitors. The core of San Clemente's downtown experiences parking shortages at peak times. When the City studied the parking supply it was found that although the public parking lots were at or near capacity there was a surplus of 400 spaces in the private parking lots. Rather than constructing new parking resources, which is expensive, San Clemente has developed the Parking Lot Lease Program ("the program"). The cost is equivalent to maintaining a parking structure without the capital costs for the purchase of land and improvements. Put simply, the program opens the surplus parking in private lots by converting underutilized private parking lots to public lots, thereby increasing their usage and available parking downtown.

The program came about as a result of complaints by downtown merchants that there was not an adequate supply of parking in the downtown area. To understand parking dynamics in the downtown, San Clemente hired Walker Parking Consultants in 2002 to develop a parking study and survey that analyzed parking supply and demand. The survey was conducted during the mid-summer, the peak parking demand period for this beachside community. The analysis concluded that the public parking spaces were heavily utilized while the private parking spaces, although in convenient locations, were not heavily utilized. The private parking lots were averaging 50% capacity utilization during peak demand periods. At the same time, the public parking resources (public lots and public street parking) were nearly 100% utilized.

Walker and the City realized that the perceived deficiency of parking in downtown was actually a lack of available and convenient public parking, rather than a critical shortage of parking overall. Walker recommended that the City increase its effective supply of parking, and the perception of available parking, by making the underutilized private parking lots open to the public. It was understood that 100% conversion of private lots was not necessary. Rather, the conversion of several key private lots to public close to the downtown core was the goal.

The challenge in leasing the private lots was to persuade property owners of the benefits of leasing their private parking lots. The City was able to identify several strong incentives that property owners wanted. Executed leases often included the following terms (refer to attachment 5 for sample lease):

- Rental rate of approximately $350.00/month/10 spaces; and
- City funded parking lot improvements including slurry seal and restriping; and
- City maintenance of parking lots; and
- City parking enforcement (which owners are reluctant to do because they do not want to offend their customers); and
- City hold harmless and indemnify private property owners from liability resulting from public use; and
- Wayfinding signage identifying the private lots as public lots; and

[6] The information contained in this Appendix is a summary of the City of San Clemente's private parking lot lease program, as submitted in 2012 by the City as a nomination for an American Planning Association, Orange County section, Award for Outstanding Planning Implementation. The program was the recipient of the award.

- Lease term of 1-year with automatic 30-day renewal thereafter (short term leases are more appealing to property owners who are considering future development of their property).

The terms of the lease proved to be enticing to private parking lot owners. Since the adoption of the program in 2003, nine property owners have participated in the program for an increase of 120 public spaces to the previously pool of 803 public parking spaces in the downtown, resulting in a 15% increase in the effective supply of public parking. Walker studies (2006, 2008 and 2010), confirmed that the privately-owned lots that have been converted to public lots are now more effectively utilized (averaging 80% utilization).

This program demonstrates how downtowns can increase their effective supply of public parking without a large commitment of public dollars. This program is unique because rather than increasing the overall parking supply by way of physical construction, better management of parking resources is employed by making better use of private parking supply by converting private lots to public use. The program can be successfully implemented in other communities that have an underutilized private parking supply. All it takes is some City initiative in opening private parking lots for public use and then trusting in the ability of smart entrepreneurial property owners to see the benefits of the program.

WALKER
CONSULTANTS

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE June 1, 2021

SUBJECT: **Adopt a List of Projects Funded by SB 1 - The Road Repair and Accountability Act**

Background and Analysis:

The Road Repair and Accountability Act of 2017, passed by the State of California, provides the City with a funding source through the Road Maintenance and Rehabilitation Account (RMRA). The funds available through RMRA fund street, road, and highway related projects.

In order to obtain RMRA funds through the California Department of Transportation (DOT), the City is required to identify the projects that will be receiving RMRA funds on the capital improvement project (CIP) list.

The following projects were selected for FY 20/21 RMRA funds but will be constructed in FY 21/22:

- Annual Slurry Seal FY 20/21 (Project Number 2020-001), and
- Annual Street Rehab FY 20/21 (Project Number 2020-002).

The two projects were combined and renamed Annual Citywide Street Rehabilitation and Maintenance 20/21 (CIP R-04) per the latest adopted Five-Year CIP project list. The Annual Citywide Street Rehabilitation and Maintenance 20/21 project has an approved budget of $1,436,733. The project is fully funded by RMRA funds. The streets included with this project occur throughout the City and are identified as follows:

- Antonell Court,
- First Street,
- Highland Springs Avenue, and
- Oak Valley Parkway.

In addition to the above rollover projects, the following project is proposed to receive RMRA funds for FY 21/22:

- Annual Citywide Street Rehabilitation and Maintenance 21/22

The Annual Citywide Street Rehabilitation and Maintenance 21/22 project has an anticipated budget of $988,850. The project is expected to be fully funded with RMRA funds. The streets that are applicable to receive treatment are as follows:

- A portion of the Sundance community generally located south of Oak Valley Parkway, west of Highland Springs, north of Eighth Street, and east of Cherry Avenue. Refer to Figure 1, and
- A portion of the Fairway Canyon community generally located south of City boundary, west of Tukwet Canyon, north of Oak Valley Parkway, and east of Oak Valley Parkway. Refer to Figure 2. The areas denoted in red are proposed to receive a traditional slurry seal treatment and the areas denoted in yellow are proposed to receive ARAM treatment.

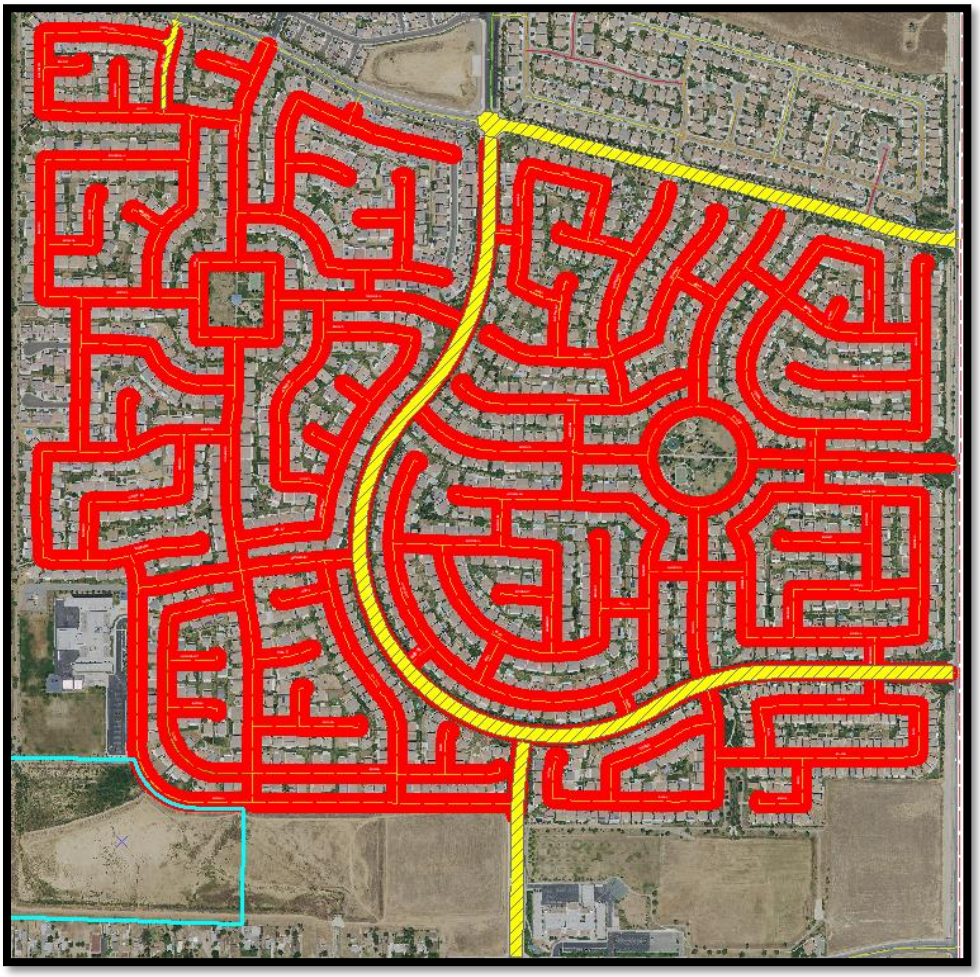


Figure 1 - Portion of Sundance Community

Figure 2 - Portion of Fairway Canyon Community

As part of the ongoing maintenance on City streets, the Annual Citywide Street Rehabilitation and Maintenance 20/21 project and the Annual Citywide Street Rehabilitation and Maintenance 21/22 project will extend the life of existing streets based on the treatment method.

- Slurry Seal 5 to 7 years,
- ARAM Seal 7 to 10 years, and
- Mill and overlay 10 to 15 years.

The majority of streets in both projects will receive a slurry seal treatment with select areas receiving either ARAM seal or mill and overlay. Minor cracks in the roadway will be sealed prior to all treatments. Refer to Attachment B for an exhibit of the streets and treatment methods.

Fiscal Impact:

The projects will be fully funded with RMRA funds. The cost of preparing the staff report is estimated to be $1,500.

Recommended Action:

Waive the full reading and approve by title only, “A Resolution of the City Council of the City of Beaumont to Adopt a List of Projects for Fiscal year 2021-22 Funded by SB-1: The Road Repair and Accountability Act of 2017.”

Attachments:

A. Resolution to Adopt a List of Projects Funded by SB 1 for FY 21/22: The Road Repair and Accountability Act.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2021/22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $ 988,850 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities and the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "Excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.

2. The following list of previously proposed project(s) were combined and renamed Annual Citywide Street Rehabilitation and Maintenance 20/21:
   a. Project 2020-001 - Annual Slurry Seal FY 20/21
   b. Project 2020-002 - Annual Street Rehab FY 20/21

3. The following list of previously proposed project(s) will be funded in-part or solely with Fiscal Year 2020/21 Road Maintenance and Rehabilitation Account revenues:

   a. Annual Citywide Street Rehabilitation and Maintenance 20/21:
   b. Description: will consist of applying slurry seal treatment or mill and overlay to existing streets in the City consisting of residential streets, collector streets, and arterial streets that are identified in the City's Pavement Management Report. The majority of the streets will receive slurry seal with mill and overlay in select areas.
   c. Schedule: Construction is anticipated to begin in August of fiscal year 21/22 and completion is anticipated within October of fiscal year 21/22.
   d. Useful Life: Slurry seal treatment is projected to increase the minimum useful life of streets by 5 years to a maximum useful life of 7 years. Mill and overlay treatment is projected to increase the minimum useful life of streets by 10 years to a maximum useful life of 15 years.
   e. Location: The streets included with this project occur throughout the City and are identified as follows:
      1. Antonell Court
      2. First Street
      3. Highland Springs Avenue
      4. Oak Valley Parkway

4. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021/22 Road Maintenance and Rehabilitation Account revenues:

   a. Annual Citywide Street Rehabilitation and Maintenance 21/22:
   b. Description: will consist of applying slurry seal treatment to existing streets in the City consisting of residential streets and collector street that are identified in the City's Pavement Management Report.

c. Schedule: Construction is anticipated to begin in March of fiscal year 21/22 and completion is anticipated within June of fiscal year 21/22.
d. Useful Life: Slurry seal treatment is projected to increase the minimum useful life of streets by 5 years to a maximum useful life of 7 years.
e. Location: The streets that are applicable to receive slurry seal are as follows:
    1. A portion of the Sundance community generally located south of Oak Valley Parkway, west of Highland Springs, north of Eighth Street, and east of Cherry Avenue.
    2. A portion of the Fairway Canyon community generally located south of City boundary, west of Tukwet Canyon, north of Oak Valley Parkway, and east of Oak Valley Parkway.

MOVED, PASSED, and ADOPTED this 1st day of June, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____

Mike Lara, Mayor

Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE June 1, 2021

SUBJECT: **Agreement to Provide Animal Control Services to the City of Calimesa for an Initial Term of July 1, 2021, to June 30, 2023**

Background and Analysis:

The City of Beaumont Animal Control provides animal control services to the City of Calimesa. The Beaumont Police Department has restructured the agreement to better define the services that will be provided and to capture costs of providing those services to the City of Calimesa. The City of Calimesa City Council has approved this restructured agreement for a two-year period with an option for a third year.

Fiscal Impact:

The service fees are expected to off-set the labor and equipment costs associated with the animal control services provided to the City of Calimesa. City staff estimates the cost to prepare this report is $146.

Recommended Action:

Approve the Agreement to Provide Animal Control Field Services to the City of Calimesa.

Attachments:

A. Agreement

AGREEMENT TO PROVIDE ANIMAL CONTROL FIELD SERVICES

THIS AGREEMENT ("Agreement") is made and effective July 1st, 2021, by and between the City of Calimesa ("City") and the City of Beaumont ("Beaumont"). City and Beaumont are at times hereinafter collectively referred to as "Parties" or individually as a "Party".

RECITALS

A. Beaumont has the personnel, experience, and equipment to provide animal control fieldservices under the direction of Beaumont's Chief of Police.

B. City has asked Beaumont to provide it with animal control field services. It is the purpose of this Agreement to set forth the terms and conditions by which Beaumont will do so.

AGREEMENT

NOW, THEREFORE, the consideration hereinafter set forth and subject to and upon the terms,covenants and conditions of this Agreement, the Parties agree as follows:

1. **Scope of Basic Animal Services.** The purpose of this Agreement is for Beaumont to provide specified animal control services for the neighboring City of Calimesa at the sole cost and expense of Calimesa. Beaumont shall provide the following Basic Animal Services ("Services"):

a. A trained animal control field service officer ("ACO") on duty seven (7) days a week, between the hours of 7 a.m. and 5 p.m., which ACO shall be equipped with a motor vehicle suitable for the impoundment of small animals, including basic tools required to perform the Services.

b. Beaumont will provide City 24-hour access to Beaumont temporary kennels;

c. Beaumont will provide a 24-hour Call Center to which City residents may call for the Services;

d. Beaumont will provide access for City residents to periodic animal licensing clinics in the City of Beaumont;

e. Beaumont will directly bill and retain fees and charges to City recipients of the Services; and

f. Beaumont will provide recordkeeping services, including animal licenses.

2. **Afterhours Emergency Services.** City may request emergency services between the hours of 5 p.m. and 7 a.m. from Beaumont. Beaumont will provide such emergency services according to its standard policies in effect from time to time.

Determination of what constitutes an "emergency" shall be made by Beaumont based on the specific facts of the incident and the need for an ACO.

3. **Compensation.** City shall pay to Beaumont the sum of FORTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS ($48,289.00) per service year for the Services provided hereunder. Assuming there is a third-year option, the City shall pay to Beaumont the sum of FORTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS ($48,289.00) for the Services provided hereunder. Beaumont shall bill City in advance on a quarterly basis in writing. It is the intent of City and Beaumont to provide full cost recovery to Beaumont for services provided under this Agreement. City shall pay invoices under this Agreement within thirty (30) days after receipt from Beaumont. Beaumont has caused a detailed cost of service study to be performed pursuant to which the compensation in this Agreement was determined.

4. **Fees and Charges.** Beaumont shall attempt to collect from City recipients of animal control services such fees and charges as are lawfully imposed for the impoundment, boarding, and adoption of animals. When collected, Beaumont shall retain the collected amount. City does not guaranty collection of such charges which shall be at the risk of Beaumont.

5. **Term of Agreement.** The initial term of this Agreement shall be for two (2) years with one automatic renewal period of one (1) year unless terminated sooner as provided in Section 6.

6. **Termination.** City or Beaumont may terminate this Agreement at any time, upon 30-days prior written notice; provided, however, that City shall pay for all services rendered to City prior to the date of termination.

7. **City Liaison.** In order to ensure smooth operation of the services provided hereunder, City and Beaumont each agree to appoint a representative who shall be responsible for coordinating the implementation of this Agreement.

Beaumont Appointment: Beaumont appoints the Chief of Police as its representative who may be contacted as follows:

Sean Thuilliez, Chief of PoliceBeaumont Police Department
660 Orange Avenue
Beaumont, CA 92223
Telephone: 951-769-8500

City Appointment: City appoints City Manager as its representative who maybe contacted as follows:

Bonnie Johnson, City Manager
908 Park Avenue
Calimesa, CA 92320
Telephone: 909-795-9801, ext. 231

8. **Notices.** Any notice, payment, statement, or demand required or permitted to be given hereunder by either Party to the other shall be effected by personal delivery in

writing or by mail, prepaid postage. Mailed notices shall be addressed to the Parties at the addresses appearing in section 7 above but each Party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

9. **Indemnification.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in third parties not party to this Agreement or affect the legal liability of either Party to this Agreement, by imposing any standard of care respecting the regulation and enforcement of laws regarding animals different from the standard of care imposed by law. It is understood and agreed that neither City, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Beaumont under or in connection with any work, authority or jurisdiction delegated to Beaumont under this Agreement. It is also understood and agreed that pursuant to Government Code 895.4, Beaumont shall defend, indemnify and save harmless City, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by Beaumont under this Agreement except as otherwise provided by Statute. It is understood and agreed that neither Beaumont nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, City shall defend, indemnify and save harmless Beaumont, all officers and employees from all claims, suits or actions of every name, kind and description brought forth on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by City under connection with any work, authority or jurisdiction delegated to City under this Agreement except as otherwise provided by Statute.

10. **Status of the Parties' Officers/Employees/Agents.** Neither Party's officers, employees, agents, partners, other contractors, or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer- employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor, or subcontractor of the other Party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which inures to or accrues to an employee of the other Party. The only performance and rights duethe other Party are those specifically stated in this Agreement.

11. **Governing: Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Additionally, this Agreement has been formed and shall be performed in Riverside County; the venue for any legal action on the Agreement shall be in Riverside County.

12. **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the Parties.

13. **Severability.** In case any one or more of the provisions contained in this Agreement 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 thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

14. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

15. **Captions.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. **Authorization.** Each of the Parties represents and warrants to the other that this agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

17. **Attorneys' Fees.** In the event of litigation between Beaumont and City to enforce any of the provisions of this Agreement or any right of either Party hereto, the unsuccessful Party to such litigation agrees to pay the prevailing Party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

18. **Amendments to this Agreement.** From time-to-time, City and Beaumont may determine that the provision of services hereunder could be improved, made more efficient, expanded or may be subject to additional salaries or costs. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate to address the forgoing issues.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following authorized officials.

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

CITY OF CALIMESA

By: _____
William Davis, Mayor

ATTEST:

By: _____
Darlene Gerdes, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn Barrow, City Attorney

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 1, 2021

SUBJECT: **Approval of a Purchase Order in An Amount Not to Exceed $455,872.08 to Creative Bus Sales for the Purchase of Two Electric Vehicle Shuttles in Accordance with the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)**

Background and Analysis:

On March 3, 2020, City Council approved Resolution No. 2020-05 authorizing the application to Volkswagen Environmental Mitigation Trust (VEMT) funding for the purchase of two electric vehicle shuttles. The VEMT allows $160,000 in grant funding to be used toward the purchase of a qualified electric vehicle. Beaumont has secured a total of $320,000 from this grant, enough funding for two electric vehicles.

As part of the VEMT application, assurances were made to adhere to the funding guidelines which requires an older gas or compressed natural gas bus to be scrapped and replaced with an electric vehicle. Beaumont Transit has identified two buses that have met or exceeded their useful service life and are eligible under the grant to be scrapped:

(1) Bus No. 2835 – VIN 1FDXE45SX7DB47328 – 2008 Ford E450 Unleaded – License No. 1326099, and
(2) Bus No. 2836 – VIN 1FDFE45S19DA10180 – 2009 Ford E450 Unleaded – License No. 1342452.

Eligible replacement vehicles for the VEMT funding are limited and are outlined by the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). City staff intends to replace the two units above with electric shuttle buses to be used as paratransit (dial-a-ride) vehicles. Of the products listed, and for the intended use of paratransit, the GreenPower EV Star shuttle has been identified as the best product to serve Beaumont Transit's needs.

City staff contacted two bus dealerships and found that only one dealership, Creative Bus Sales, has the GreenPower EV Star shuttle in stock (Attachment A). The other bus dealership indicated that they do not offer this specific product.

Fiscal Impact:

The purchase of two electric vehicle shuttles has no fiscal impact to the general fund. The two vehicles are fully funded by Volkswagen Environmental Mitigation Trust as well as State Transit Assistance Capital Project Funding made available from the Riverside County Transportation Commission. This project is included in the adopted Fiscal Year 2020-2021 Capital Improvement Plan as Project No. T-01. City staff estimates the cost to prepare this report is $730.

Recommended Action:

Approve a purchase order in an amount not to exceed $455,872.08 to Creative Bus Sales, and
Authorize Transit Bus Nos. 2835 and 2836 to be scrapped per the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) using a certified wrecking yard.

Attachments:

A. Specification and Quote

Creative Bus Sales
THE NATION'S LARGEST BUS DEALER SINCE 1980

Greenpower EV Star Shuttle (Electric)
City of Beaumont

Sales Experience
550+ Years of Collective Bus Sales Experience
Servicing Over 1,500 Customers Annually

Nationwide Network
18 Full-Service Locations Nationwide
Partners with 25+ Top Manufacturers

Competitive Pricing
Volume Discounts
Fixed Contract Pricing

In-House Financing
Seamless Transactions
Flexible Structures

40	18	350+	1,500
Years In Business	Nationwide Locations	Dedicated Employees	Annual Customers

Creative Bus Sales offers dedicated sales, parts, and service departments to help you in all stages of bus ownership. Our customers benefit from our strong manufacturer partnerships, the largest in-stock inventory, and a nationwide team of experts. As a family-owned business with experience in the transportation industry since 1980, it's no coincidence that we've grown to become the nation's largest bus dealership.

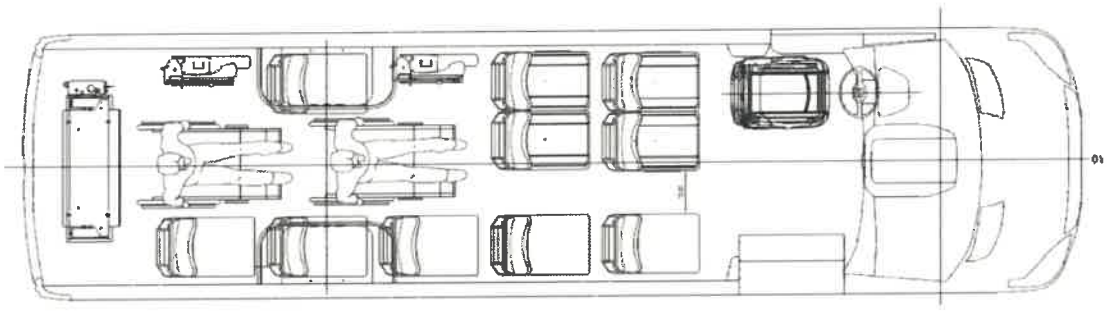
Creative Bus Sales

CITY OF BEAUMONT

Creative Bus Sales

*Photos of similar model with optional equipment.

Creative Bus Sales



NEW 2019 GREENPOWER BUS EV STAR
- 14 PASSENGERS + DRIVER OR
- 12 PASSENGERS + 1 WHEELCHAIR OR
- 10 PASSENGERS + 2 WHEELCHAIRS

LENGTH:	24.5'
WIDTH:	80.3"
HEIGHT:	106"
BATTERIES CAPACITY:	118KWH
BATTERY TYPE:	LITHIUM IRON PHOSPHATE TYPE
RANGE:	UP TO 125 MILES – NO RANGE IS GUARANTEED. DRIVING CONDITIONS, SPEED, & HILL CLIMBING CAN DRAMATICALLY AFFECT RANGE. CLIMATIC CONDITIONS REQUIRING HEATING, AIR CONDITIONING AND OTHER FACTORS CAN ALSO DRAMATICALLY AFFECT RANGE.
FRONT SUSPENSION:	INDEPENDENT COIL-OVER
REAR SUSPENSION:	LIVE AXLE WITH LEAF SPRING
BRAKE SYSTEM:	ABS FRONT DISC / REAR DRUM
TOP SPEED:	65 MPH ELECTRONICALLY LIMITED

LED REAR CENTER MOUNT BRAKE LIGHT
DELUXE AM/FM/CD RADIO WITH 4 SPEAKERS
SINGLE PANEL FRONT ENTRANCE DOOR
5LB. FIRE EXTINGUISHER
EMERGENCY TRIANGLE KIT
BACK UP ALARM
INTERIOR CONVEX MIRROR 6" X 9"
GRAB RAILS ON EACH SIDE OF ENTRANCE STEPWELL
GREENPOWER STANDARD DRIVER SEAT WITH AILSE SIDE ARMREST
FREEDMAN MID HIGH PASSENGER SEATS (14)
- SEE LAYOUT

PASSENGER SEAT COVERS
- LEVEL 6 DURATEX JORDAN BLUE

SEAT BELTS (14)
AIR CONDITIONING
- FULL ELECTRIC FRONT AND REAR
- FOUR SPEED SETTINGS
- DEFROSTER

INTERIOR LIGHTS
PASSENGER WINDOWS FIXED GLASS TINTED
WINDSHIELD TINTED 1-PIECE
ADA WHEELCHAIR LIFT PACKAGE

Creative Bus Sales

- BRAUN CENTURY WHEELCHAIR LIFT
- Q'STRAINT WHEELCHAIR TIE DOWNS (2)
- BRAKE AND THROTTLE INTERLOCK
- REAR LIFT DOORS

WARRANTY

COMPLETE BUS:	1 YEAR/UNLIMITED MILES
CHASSIS STRUCTURE:	5 YEARS/100,000 MILES
MOTOR CONTROLLER:	5 YEARS/100,000 MILES
HIGH VOLTANGE BATTERIES:	5 YEARS/100,000 MILES
HVAC:	2 YEARS/100,000 MILES
BASIC BODY STRUCTURE:	2 YEARS/100,000 MILES
LIFT (REGISTERED)	3 YEARS/10,000 CYCLES

INCENTIVES IF ABLE TO APPLY:

HVIP	($60,000)**
VW MITIGATION FUNDING	($160,000)***

*PRICE GOOD FOR 60 DAYS. (SEE BELOW FOR HVIP VOUCHER)
**HVIP VOUCHER SUBJECT TO CHANGE. HVIP CURRENTLY IS NOT AVAILALBE AND HOPES TO OPEN UP SOON. PLEASE SEE HVIP SITE FOR UPDATES
***VW MITIGATION FUNDING UP TO $160,000. CANNOT BE COMBINED WITH HVIP, PLEASE SEE VW WEBSITE FACT SHEET FOR FURTHER DETAILS ON PROGRAM REQUIREMENTS.
*CHARGING STATION AND ELECTRIC INFRASTRUCTURE NOT INCLUDED.

Creative Bus Sales

Creative Bus Sales
14740 Ramona Avenue
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Date:	April 27, 2021	**Unit #(s):**	
Customer Name:	City Of Beaumont	Currently in Stock and can be reserved with a PO if still available.	
Contact:	CELINA CABRERA	**Phone:**	(951) 769-8530
Address:	550 E. 6th street	**Fax:**	
City, State, Zip:	Beaumont, CA 92223	**E-Mail:**	Ccabrera@beaumontca.gov
Sys2K Entity #:		**Salesperson:**	Mike Farr
Ship To Address:			
Ship To Address Cont'd:			
Ship To Phone:		**Ship To Email:**	
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**Fax:**	
Description of Vehicle:	Greenpower EV Star ADA Shuttle Bus 14 passenger or 10 passenger plus 2 wheelchairs		
	(Non Buy America Compliant)		
VIN #:			
Engine Type:	Electric	**FOB Terms:**	Shipping
Number of Passengers:	14	**Wheelchair Positions:**	2
Estimated Delivery Date:		**Payment Terms:**	

		Unit Price	$ 219,800.00
		Delivery	$ -
Possession State:	**CA**	Incentive (Non-Taxable)	$ -
		Rebates (Taxable)	$ -
		Doc Prep Fee (Taxable)	$ 85.00
		Base Selling Price	**$ 219,885.00**
		ADA Amount (Non Taxable)	$ 9,800.00
		Total Taxable Amount	$ 210,085.00
		Sales Tax	**$ 8,010.54**
3.813%	**CA - Beaumont**		$ -
			$ -
			$ -
		DMV Estimated Fees	$ -
		DMV Electronic Filing Fee	$ 30.00
		Tire Fee	$ 10.50
		Fees Sub-Total	**$ 40.50**
		Total Price Per Unit	**$ 227,936.04**
		Quantity	2
		Contract Total	**$ 455,872.08**
		0.00	
		Customer Net Trade	$ -
		Customer Deposit	$ -
			$ -
		Balance Due	**$ 455,872.08**

Based on new tax law, bill no. 784 for EV buses/shuttles sold in CA.

If exempt

Notes:
Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.
All rebates and incentives will be signed over to Creative Bus Sales
California State Tire Fee of $1.75 per tire applies to all new vehicle purchase or leases.

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 1, 2021

SUBJECT: **A Resolution of the City Council of the City of Beaumont for Authorization of the Execution of the Certifications of Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Video Camera Purchase and Install, $70,000**

Background and Analysis:

On March 16, 2021, City Council adopted Resolution 2021-15 authorizing the execution of application and certifications and assurances for the Low Carbon Transit Operations Program (LCTOP) grant in the amount of $40,000 for the video camera purchase and install project.

Recently, an additional $30,000 in funding became available and Caltrans, the grant administrator, has allowed Beaumont to add this additional funding to the Fiscal Year 2021 allocation. An updated resolution, with the updated allocation amount, is required for the award of funding.

Fiscal Impact:

City staff estimates that it cost approximately $585 to prepare this report. Purchase and installation of the video camera system will be covered by grant dollars.

Recommended Action:

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont for Authorization of the Execution of the Certifications of Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Video Camera Purchase and Install, $70,000.”

Attachments:

A. Resolution

RESOLUTION #_____

AUTHORIZATION FOR THE EXECUTION OF THE

CERTIFICATIONS AND ASSURANCES
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT(S):
VIDEO CAMERA PURCHASE AND INSTALLATION $70,000

WHEREAS, the City of Beaumont is an eligible project sponsor and may receive state funding from theLow Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Beaumont wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager or his designee; and

WHEREAS, the City of Beaumont wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont that the fund recipient agrees to comply with all conditions and requirements set forth in the Certificationand Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City of Beaumont City Manager or his/her designee be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s)to the Department in FY 2020-2021 LCTOP funds:

Project Name: Video Camera Purchase and Installation
Amount of LCTOP funds requested: $70,000
Short description of project: Purchase and install video cameras on Beaumont Transit vehicles to encourage increased transit ridership.
Benefit to a Priority Population: Project provides incentives to disadvantaged community, promotes the use of public transportation, and provides an increased safety and comfort for passengers.

MOVED, PASSED, and ADOPTED this 1st day of June, 2021 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Mike Lara, Mayor

ATTEST:

_____
Steven Mehlman, City Clerk

Staff Report

TO: City Council

FROM: Thaxton Van Belle, Chief Plant Operator

DATE June 1, 2021

SUBJECT: **Brine Line Flow Improvements**

Background and Analysis:

The Brine Disposal Pipeline Project conveys brine waste from the City of Beaumont's wastewater treatment plant located on Fourth Street in the City of Beaumont to a connection with the Santa Ana Watershed Project Authority (SAWPA) Inland Empire Brine Line north of the 'E' Street Bridge over the Santa Ana River in the City of San Bernardino. The 12-inch diameter pipe generally runs along San Timoteo Canyon and along Redlands Boulevard with a total elevation drop of over 1,500 feet over approximately 23 miles. The pipeline is generally designed as a gravity flow pipeline.

The original design minimized the number of manholes to allow air in and out of the pipeline for smooth gravity flow and to minimize the likelihood of unauthorized dumping, reduce inflow from storm events and limit where the pipeline could spill in case of a downstream blockage or restriction. Siphons were required to cross under creeks, storm channels, railroads, major intersections along Redlands Boulevard, and major utilities. The pipeline crosses under a freeway and over the Santa Ana River within two bridges. These points create pinch points causing the pipeline to flow full and cause slight pressure within the system.

Various monitoring points were incorporated into the design to report high water levels/alarms within manholes via a wireless network for quick City response to upset conditions. These monitoring points were minimized in the original design to keep overall construction and maintenance costs lower.

It now appears that the original design was too restrictive and the pipeline flow is backing up the system. Additional improvements are recommended to achieve smooth gravity flow in the system and eliminate the backups. The recommended improvements include removing blind flanges within existing manholes, installing air valves to release

air within the siphon or sealed areas and resolving some lingering issues with the alarm/communication system at the monitoring points.

The budget for the proposed improvements is a not to exceed estimate of $35,000 from T.E. Roberts, Inc., the original contractor for Reach 2 of the project. This price includes labor, equipment, materials, traffic control and all installation costs for the proposed improvements. Albert A. Webb Associates will provide inspection support services at no cost to the City.

Fiscal Impact:

Not to exceed $35,000 from Brine Line Project account 2017-006. City staff estimates it cost approximately $250 to prepare this staff report.

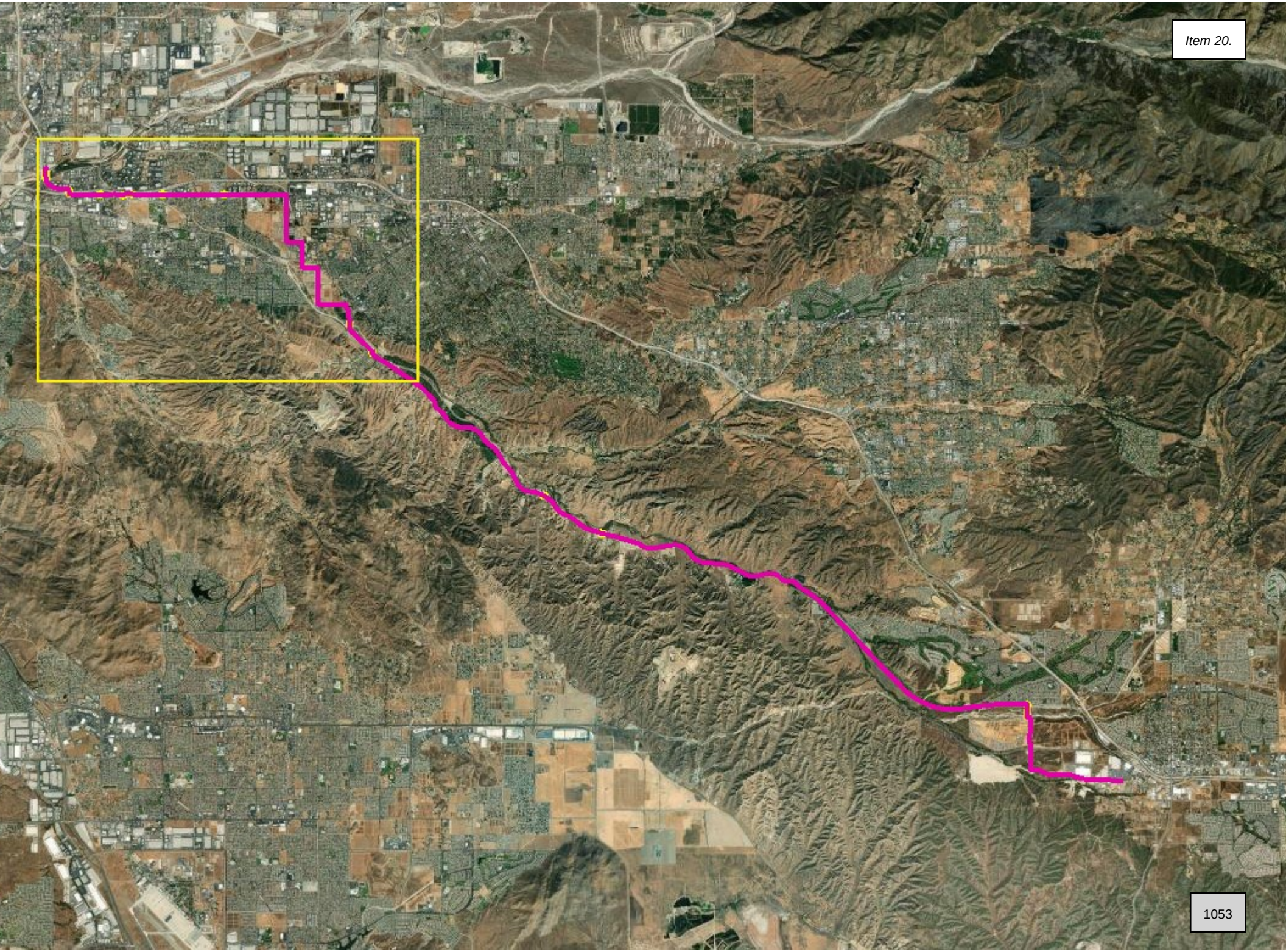
Brine Line	**Budget Amount**	**Actual**	**Remaining**
Design	$2,082,357.37	$1,804,963.67	$277,393.71
Construction Management	$3,436,471.38	$3,099,826.71	$336,644.67
Permit	$508,240.25	$289,135.50	$219,104.75
Construction	$31,884,226.35	$31,588,749.28	$295,477.07
Contingency	$2,600,000.00	$1,402,754.79	$1,197,245.21
Total	**$40,511,295.35**	**$38,185,429.95**	**$2,325,865.41**

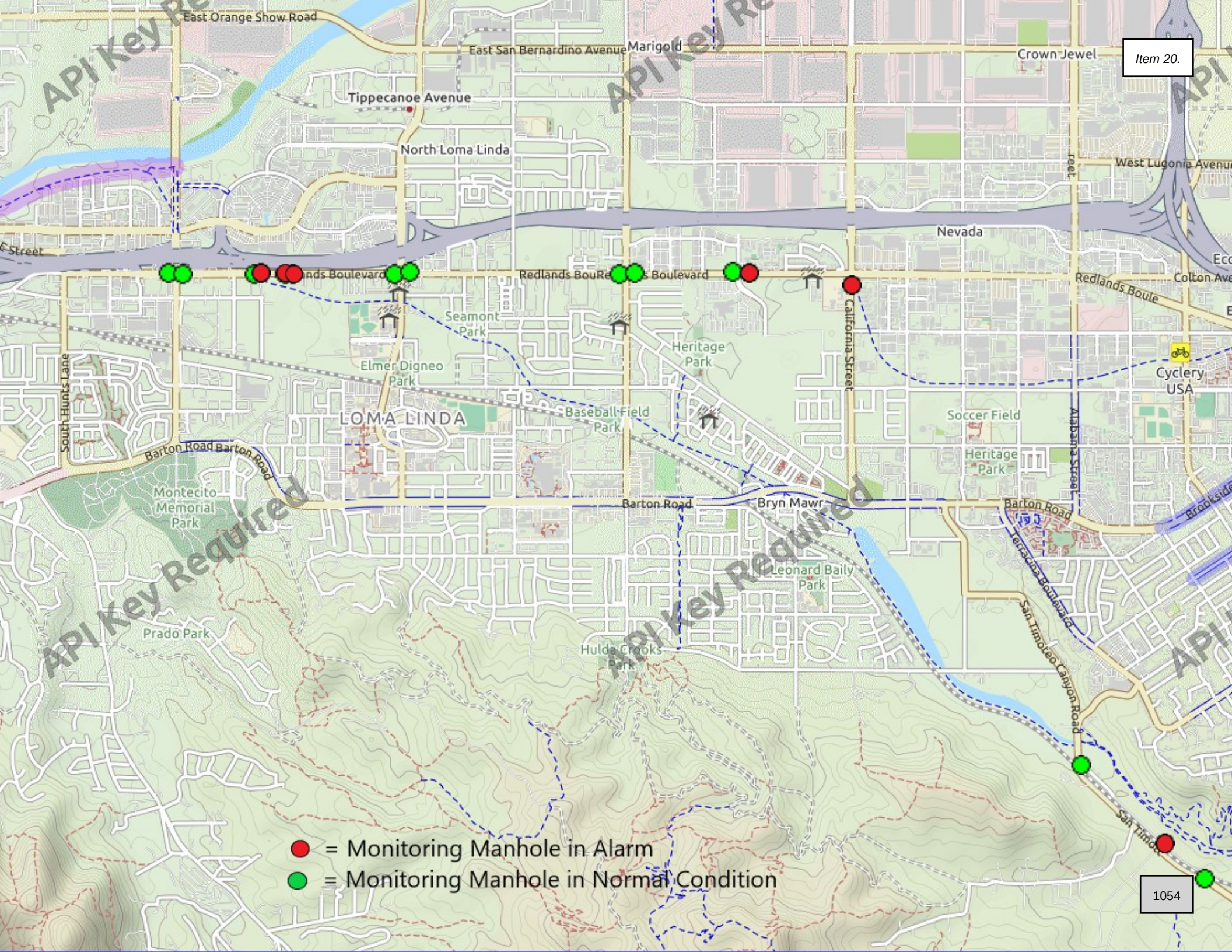
Recommended Action:

Authorize City staff to approve a purchase order in an amount not to exceed $35,000 payable to T.E. Roberts, Inc. for the proposed system improvements.

Attachments:

A. Brine Line Overview Map
B. Brine Line Areas of Concern
C. TE Roberts Proposal




East Orange Show Road
East San Bernardino Avenue
Marigold
Crown Jewel
Tippecanoe Avenue
North Loma Linda
West Lugonia Avenue
Nevada
Redlands Boulevard
Seamont Park
Heritage Park
Elmer Digneo Park
California Street
Cyclery USA
LOMA LINDA
Baseball Field Park
Soccer Field
South Hunts Lane
Barton Road
Montecito Memorial Park
Bryn Mawr
Alabama Street
Leonard Baily Park
Terracina Boulevard
San Timoteo Canyon Road
Prado Park
Hulda Crooks Park
API Key Required
= Monitoring Manhole in Alarm
= Monitoring Manhole in Normal Condition

PROPOS

DATE:4/19/2021

T.E. ROBERTS, INC.
306 W. KATELLA AVENUE
UNIT B
ORANGE, CA 92867
PHONE (714) 669-0072 FAX (714) 200-0241

TO:
THAXTON VAN BELLE
CHIEF PLANT OPERATOR
CITY OF BEAUMONT

FOR: BRINELINE MONITOR / MANHOLE WORK

ATTN: THAXTON / BRAD

DESCRIPTION	UNIT	QTY	TOTAL (ESTIMATE)
NOT TO EXCEED 5 WORKING DAYS			
LABOR: FIVE WORKING DAYS LABOR 5-MAN CREW	1	LS	$19,000.00
EQUIPMENT: CREW TRUCKS, FALL PROTECTION, GAS MONITORING, CONFINED SPACE ENTRY & TRAFFIC CONTROL.	1	LS	$2,220.00
MATERIALS: SEE ATTACHED	1	LS	$9,237.95
EXCLUDES: PERMITS, TRAFFIC CONTROL PLANS, SURFACE RESTORATION OF ANY KIND, CONSTRUCTION WATER, ANY REPLACEMENT PARTS NOT COVERED BY WARRANTY, ANY INSPECTION FEES. • $4,448.56 ADDED AS COVERAGE FOR UNKNOW CONDITIONS OR REQUIREMENT TO PERFORM WORK. • JOB WILL BE BILLED AS T & M UP TO NTE AMOUNT. • IF NTE DOES NOT COVER CHANGES, TER WILL CONTACT BEAUMONT PRIOR TO PROCEEDING FOR AUTHORIZATION. • IF COST DOES NOT EXCEED THIS ESTIMATE, ONLY ACTUAL T & M WILL BE BILLED.			
		NOT TO EXCEED TOTAL	**$35,000.00**

EXCLUDES:

1. PERMITS, BONDS, INSPECTION FEES, CONNECTION FEES, ASSESSMENT FEES, ENGINEERING FEES, ALL OTHER FEES.
2. ENGINEERING, STAKING AND COMPACTION TESTING.
3. CONCRETE, ASPHALT OR LANDSCAPE REPLACEMENTS.
4. CONSTRUCTION WATER AND METER. (MINIMUM 2" SERVICE LINE REQUIRED)
5. TRAFFIC CONTROL PLAN, K-RAIL OR FENCING.
6. SLURRY, CONCRETE BACKFILL OR ENCASEMENTS UNLESS SPECIFIED IN OUR BID PROPOSAL.
7. TRAFFIC LOOPS, STRIPING OR RAISED PAVEMENT MARKERS.
8. ROCK, HARDPAN, EXCESSIVELY HARD GROUND EXCAVATION, OR SCREENING OF BACKFILL.
9. IMPORTED BACKFILL AND DRYING OF TRENCH EXCAVATED MATERIAL THAT HAS OVER OPTIMUM MOISTURE CONTENT.
10. DEWATERING OF ANY GROUNDWATER.
11. DEMOLITION OF EXISTING ONSITE IMPROVEMENTS UNLESS SPECIFIED IN OUR BID PROPOSAL.
12. EROSION CONTROL AND SWPPP.
13. TUNNELING OF EXISTING UTILITIES NOT SHOWN ON PLANS.

THANK YOU FOR THE OPPORTUNITY TO PROVIDE A PROPOSAL FOR THIS PROJECT!

TIM ROBERTS
T.E. ROBERTS, INC.

ACCEPTED BY:

_____ DATE

LABOR		RATE/HR	QTY	REG AMT	OT RATE	QTY	OT AMT	DT RATE	DT HRS	DT AMT	TOTAL
SUPERINTENDENT	-	145.00		-	217.50		-	290.00		-	-
FOREMAN	40.00	119.50	40.00	4,780.00	179.25		-	239.00		-	4,780.00
PIPELAYER/Asphalt wkr	40.00	99.00	40.00	3,960.00	148.50		-	198.00		-	3,960.00
LABORER ()	80.00	95.00	80.00	7,600.00	142.50		-	190.00		-	7,600.00
TRUCK DRIVER ()	-	91.50		-	137.25		-	183.00		-	-
EQPT OPERATOR ()	-	115.00		-	172.50		-	230.00		-	-
WELDER	-	99.50		-	149.25		-	199.00		-	-
PROJECT MANAGER	-	136.25		-	204.38		-	272.50		-	-
	160.00		160.00			-			-	-	
										SUBTOTAL	$16,340.00
										15% MARKUP	**$2,451.00**
										LABOR TOTAL	**$18,791.00**

EQUIPMENT											
SERVICE TRUCK ()		40.00	40.00	1,600.00							1600.00
ARROWBOARD		15.50	40.00	620.00							620.00
										EQPT TOTAL	**$2,220.00**

MATERIAL							Sub Total	Tax	AMOUNT	15%	TOTAL
UWW							8033.00		8033.00	1204.95	9237.95
										MATERIAL TOTAL	**$9,237.95**

SCOPE OF WORK REQUESTED COVERED IN THIS ESTIMATE:

Beaumont Brineline

Mitigation Work – March 2021

It appears that the brineline is not getting enough air venting in/out of the system to provide steady, smooth flow throughout the system. To allow additional air inand out of the pipeline, the following actions are recommended.

1) At STA 137+00, STA 325+00 and STA 379+00, Remove blind flange and install blind flange with 2-in dia. tap and 1-ft long stand-pipe mounted on the blind flange in manholes. A low head air valve may be installed here in the future.
2) At STA 268+55, remove blind flange on tee if installed.
3) Clear or reset alarms at STA 279+00 and STA 232+00

It appears that the siphon at STA 125+20 will surcharge above the manhole level under typical flows, therefore, at this location, install a blind flange with 2-in dia. tap and a 2" dia. pipe extending to 2.0' below the rim elevation. Reset the low alarm in the space and level with the existing blind flange, reset the high alarm level with the top of the 2" pipe.

There are two existing alarms on the system at STA 232+00 and 279+00, may need to reset floats and/or pump out any water in the manhole.

There are three communication failures on the system at STA 125+20, 521+00 and on Reach 1 STA 560+45. I recommend that these issues are resolved.

Future high flows:

In the future, if flows are anticipated to exceed 750 gpm, the siphon created by the 'E' Street/Santa Ana River bridge will surcharge further upstream. Therefore, the manholes (4) associated with the siphons at Redlands Blvd/San Timoteo Creek (STA 115 +/-) and Redlands Blvd/Gage Canal (STA 124+/-) will need to be sealed and low head air valves installed at the high points (STA 114+62 and 123+20).

UNITED
WATER WORKS INC.

Serving Southern California

Orange County / San Diego
Riverside / San Bernardino
Los Angeles / Ventura

1-888-4-UNITED

Acknowledgement

ORDER DATE	ORDER NUMBER
04/16/2021	S100096747

SOLD TO:

T.E. ROBERTS INC.
306 W KATELLA AVE
UNIT B
ORANGE, CA 92867

SHIP TO:

5830 CITY OF BEAUMONT
550 E 6TH STREET
BEAUMONT, CA 92223

PAGE NUMBER	PO NUMBER	JOB NAME	SALESPERSON
1 of 1			Steve Hagman

WRITER	SHIP VIA	TERMS	SHIP DATE	
Jerry Canada	OT OUR TRUCK	NET 30 DAYS PRELIM	05/10/2021	

ORDER QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
7ea	FLBT16F	16" X 2" TAPPED BLIND FLG C110 *** Special Order Item ***	379.720/ea	2658.04
1ea	200-48GN	2" X 48" GALV NIPPLE	34.654/ea	34.65
6ea	200-12GN	2" X 12" GALV NIPPLE	13.065/ea	78.39
7ea	BBV200NL	2" IMPORT BRASS BALL VALVE FIP NO LEAD	45.877/ea	321.14
2ea	^D025TP02	2" D025 COMBO A&V, NYLON BODY, SS STEM COATING (EMWD) w/ 1 way valve *** Special Order Item ***	1603.850/ea	3207.70
7ea	NBS16	16" T316 SS NUT/BOLT SET *** Special Order Item ***	151.653/ea	1061.57
7ea	NARG16	16" NON ASB RING GSKT 1/16" *** Special Order Item ***	13.400/ea	93.80

Subtotal	7455.29
S&H Charges	0.00
Tax	577.78
Amount Due	8033.07

Printed By: JERCAN on 4/16/2021 4:07:37 PM

Staff Report

TO: City Council

FROM: Thaxton Van Belle, Chief Plant Operator

DATE June 1, 2021

SUBJECT: **Ratification of Emergency Repair Costs to the Beaumont Mesa Lift Station**

Background and Analysis:

The Beaumont Mesa Lift Station acts as a regional lift station (LS), conveying flows from Fairway Canyon LS, Lower Oak Valley LS, Upper Oak Valley LS, and Olivewood LS to Beaumont's Wastewater Treatment Plant (see map).

As constructed in 2006, the Beaumont Mesa LS was supplied with two (2) 10" 250 HP shaft-drive pumps rated at 1500gpm each and two (2) 14" 450 hp shaft drive pumps rated at 3500gpm each in a drywell (10,000gpm total). Prior to the current administration's tenure, catastrophic events effectively destroyed the original pumps and a retrofit project replacing two of the four pumps was engineered and executed. The retrofit project consisted of removing the two smaller vertical shaft pumps, converting the piping and pedestals, and installing two (2) 6x10" 160 hp pumps with submersible rated motors at 1800gpm each (3600gpm total).

In 2019, the City began the process of developing a wastewater master plan. Though the master plan is being finalized, preliminary capacity calculation have been completed. These calculations show that the Beaumont Mesa LS current pumping capacity is inadequate. In the event that one of the two existing pumps fail, an overflow could occur in less than 20 minutes. This condition also means the City fails to meet recommended redundancy protocols.

Upon learning of the deficiency, City staff immediately investigated pump options and contingency plans. Exposure to monetary fines and civil liabilities are a great concern with the volume of wastewater treated, the short overflow time, and the proximity to San Timoteo Creek. Considering fines for an overflow start at a base rate of $10 per gallon and that approximately two million gallons a day flow through the Beaumont Mesa LS, emergency actions were initiated by City staff to address the situation.

Installation of a third 6x10” 160 hp pump rated at 1800gpm will provide redundancy and increase maximum flow output (5400gpm total). In the event future upgrades call for a larger pump, this third pump could be retained as a rotational spare for the first two bays. The current lead time for a new pump is 12-16 weeks.

In order to incorporate a third pump into the Beaumont Mesa LS, a retrofit construction project had to be executed to demo the remaining two non-functional pumps, motors, and cable, modify the existing concrete pedestals, furnish and convert piping and fittings to align with the new pump, install and wire up the new pump. SCW Contracting was contracted to perform the work due to their familiarity with the site and experience with the complexity of the work.

Fiscal Impact:

The cost for a Flygt NT 3315 submersible pump with stand kit, mounting hardware and thermal/leak detection unit is $119,242. Demolition, retrofit and installation construction project is quoted to be $97,500. City staff estimates it cost approximately $1,250 to prepare this staff report.

Recommended Action:

Ratify the cost of emergency repairs to the Beaumont Lift Station, totaling $216,742.

Attachments:

A. Lift Station Map
B. Master Plan Excerpt
C. Flygt Quote
D. SCW Quote

Lift Station Service Areas

BEAUMONT California

Fairway Canyon

Lower Oak Valley

Upper Oak Valley

Beaumont Mesa

Noble Creek

Marshall Creek

Industrial Park

WWTP

Seneca Springs

Four Seasons

Highland Springs

Hinda

Nicklin

Beaumont

Legend

- WTP Sewer Treatment Plant
- Force Mains

Lift Stations

- LS Unnamed
- LS Beaumont Mesa
- LS Fairway Canyon
- LS Four Seasons
- LS Industrial Park
- LS Lower Oak Valley
- LS Marshall Creek
- LS Noble Creek
- LS Seneca Springs
- LS Upper Oak Valley
- Unnamed Gravity Mains
- Fairway Canyon Gravity Mains
- Four Seasons Gravity Mains
- Industrial Park Gravity Mains
- Sewer Treatment Plant Gravity Mains
- Lower Oak Valley Gravity Mains
- Marshall Creek Gravity Mains
- Noble Creek Gravity Mains
- Seneca Springs Gravity Mains
- Upper Oak Valley Gravity Mains
- City Boundary

January 2019

0 0.5 1 1.5 2 Miles

N

Document Path: G:\PROJECTS\Beaumont\MapRequests\sewer\LiftStation\liftStationMap_v2.mxd

Table 7.4 Beaumont Mesa LS - Estimated Time to Spill

Wastewater Master Plan

City of Beaumont

PRELIMINARY

	Future Flow Conditions			
	Average Flow Conditions		Peak Flow Conditions	
	Dry Weather	Wet Weather	Dry Weather	Wet Weather
Beaumont Mesa LS Inflow (gpm)				
Upper Oak Valley LS[1]	1,850	1,850	3,700	3,700
Olivewood LS[2]	650	650	650	650
Gravity Drainage[3]	331	412	650	719
Maximum Inflow	2,831	2,912	5,000	5,069
Estimated time to Spill				
Maximum Wet Well Volume (gallon)[4]	54,000	54,000	54,000	54,000
Time to Spill, (mins)[2]	19.1	18.5	10.8	**10.7**

AKEL ENGINEERING GROUP, INC.

1/18/2021

Notes:

1. Flow based on recommended pump improvements and assumes the following pump operations:
   Average Flow: One duty pump active
   Peak Flow Conditions: Two duty pumps active
2. Flow based on recommended pump improvements and assumes the following pump operations:
   Average/Peak Flow: One duty pump active
3. Peak flows extracted from wastewater hydraluic model. Average flows estimated based on peak flows and associated peaking factors.
4. Volume estimated based on 21.0 wet well level and total wet well area estimated based on drawings provided by Cannon May 12, 2020.
5. Time to spill estimated based on maximum wet well volume and maximum inflow

Xylem Water Solutions USA, Inc.
Flygt Products

11161 Harrel Street
Mira Loma, CA 91752
Tel (951) 332-3668
Fax (951) 332-3679

March 24, 2021

CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT CA 92223-2253

Quote # 2021-LAB-0218
Project Name: CITY OF BEAUMONT
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

A Flygt Preventive Maintenance Contract is available for this order. Please contact XXX for more information.

pump

Qty	Part Number	Description	Unit Price	Extended Price
1	3315.095-YYYY	Flygt Model NT-3315.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 160 HP 1750 RPM motor, 456 impeller, 2 x 100'ft (941996) submersible cable, FLS leakage detector	$ 100,217.00	$ 100,217.00
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	$ 1,385.00	$ 1,385.00
1	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC	$ 555.00	$ 555.00
1	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT	$ 54.00	$ 54.00
1	768 24 30	KIT,T-STAND 3301 HT	$ 2,323.00	$ 2,323.00
1	84 14 88	KIT,MOUNTING M16 HILTI 4-PACK	$ 136.00	$ 136.00
1	785 83 05	ELBOW,INLET DN200 X 10"ANSI CI	$ 2,019.00	$ 2,019.00
4	81 49 09	SCREW,HEX M12 X 45 SS	$ 5.90	$ 23.60
4	81 49 60	SCREW,HEX M20 X 70 SS	$ 8.10	$ 32.40
4	81 55 73	SCREW,HEX M16 X 90 SS	$ 22.00	$ 88.00

Qty	Part Number	Description	Unit Price	Extended Price
4	81 55 84	SCREW,HEX M20 X 100 SS	$ 28.00	$ 112.00
4	82 23 37	NUT,HEX M16 SS	$ 6.00	$ 24.00
4	82 35 78	WASHER,SS 17MM ID 30MM OD	$ 3.40	$ 13.60
4	82 35 79	WASHER,SS 21MM ID 37MM OD	$ 17.00	$ 68.00
4	83 03 72	SCREW,ALLEN M16 X 50 SS	$ 8.10	$ 32.40
1	345 44 00	GASKET,RUBBER/FIBER	$ 101.00	$ 101.00
		Total Price		**$ 107,184.00**
		Freight Charge		**$ 3,751.00**
		Total Price		**$ 110,935.00**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N45 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for ninety (90) days.

Schedule: Submittals are not applicable. Delivery lead times are XX weeks after order acceptance.

FLYGT
a xylem brand

Warranty: Xylem Water Solutions USA, Inc.offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Manny Padilla Jr.
Shop Supervisor
Phone: 562.760.9258

manny.padilla@xylem.com

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2021-LAB-0218
Customer Name: CITY OF BEAUMONT
Job Name:
Total Amount: $ 107,184.00
(excluding freight)

Signature: _____ Name:_____
(PLEASE PRINT)

Company/Utility:_____ PO:_____

Address:_____ Date:_____

_____ Phone:_____

_____ Email:_____

_____ Fax:_____

FLYGT
a xylem brand

SCW Contracting Corporation
2525 N. Old Hwy 395, Fallbrook, CA 92028
Tel +1.760.728.1308 Fax +1.760.728.2517
CA Lic# 630435

May 3rd, 2021

City of Beaumont
Mr. Kevin Lee
550 E. 6th Street
Beaumont, CA 92223

Re: Beaumont Mesa Pump Station Pump Replacement Phs II

SCW Contracting proposes to furnish all labor, material, and equipment to perform the following scope of work:

Scope:

1) Demolish, remove, and dispose of two (2) existing pumps, motors, wires, and cable.
2) Selectively demo and modify two (2) existing concrete pump pedestals to accommodate new Flygt pumps
3) Install one (1) new Flygt NT3315 160hp dry pit sewer pumps. (owner furnished)
4) Furnish and install pipe and fittings required to modify existing discharge piping and valves to meet the new required centerlines. Connections in existing discharge piping to be made using ductile iron pipe and restrained flex couplings.
5) Install new Flygt power/control cable, Flygt MINI-CAS II pump module (owner furnished)
6) Terminate wires at existing VFDs, connect pumps, startup.

Total Lump Sum Amount $97,500.00

Exclusions

1) Painting, Coating, Pipe Labeling.
2) Bypassing of sewer flows of any kind.
3) Material testing, engineering, permits, fees, and special inspection
4) It is assumed the existing piping, valves, and electrical equipment is in good working order.
5) Workmanship and materials 1 year (excludes pumps, existing materials, and electrical equipment)

We thank you for the opportunity and look forward to working with you on this project. Please contact me with any questions. 760.405.6152

Sincerely,

Peter Kogler | Estimator

Staff Report

TO: City Council

FROM: Kristine Day, Assistant City Manager

DATE June 1, 2021

SUBJECT: **City Council Approval to Purchase the High-Pressure Spray System and Repairs to the Fine Screens for a Not to Exceed Price of $150,000**

Background and Analysis:

Fine Screen High-Pressure Cleaning System:

The expansion of the City's wastewater treatment plant (Plant) began construction in October 2018. Phase I of construction has been completed and the Contractor (WM Lyles) is making good progress on Phase II. As part of the original design, new fine screens were installed downstream of the headworks barscreens to protect the membrane treatment system. The fine screens have very small 2 mm openings and prevent any large debris from damaging the membranes. The screens are automatically cleaned using an automated spray system that operates at approximately 100 psi. The successful performance of the fine screens is integral to the overall operation of the Plant, and these screens are very sensitive to changes in suspended solid concentrations in the influent. Because of this sensitivity and a few mechanical issues, the screens have experienced overflow conditions on a few occasions. These overflows have been contained on-site and several mitigation steps have been implemented in attempts to eliminate future overflow conditions. The steps taken include:

1. Worked with the manufacturer, Huber Technology, Inc. (Huber), to check and adjust the safety trip settings to allow higher suspended solids loads to be processed by the screens;
2. Implemented a mixing system at the Influent Pump Station (IPS) to mix the wetwell and improve consistency of the solids concentration being delivered to the fine screens;
3. Adjusted IPS programming to pump water levels down in the wetwell to decrease solids deposition in the IPS; and

4. City staff is manually pressure washing (daily at approximately 1500 psi) the fine screens in order to remove fibrous material that comes in through the sewer collection system and plugs the screen perforations. This fibrous material does not get removed with the standard spray system. During one of these manual cleanings, a small portion of one screen was damaged when the pressure washer nozzle got stuck between the screen and the channel wall. The damaged screen panel needs to be replaced.

In addition to the measures listed above, the equalization basin will be completed in the near future and will eliminate peak flows being delivered to the fine screens and will also serve as a diversion away from the fine screens in the case of a problem. City staff believe that all of these measures have and will significantly improve the operation of the fine screens, but none of these relieves the burden on City staff of pressure washing the screens each day. The presence of the fibrous material is not typical in municipal wastewater and is generally associated with industrial discharges. City staff have discussed this issue with Huber, and they indicated that they have over 100 installations of this screen and only a few installations where the standard spray system is not adequate to clean the screens. Each of these exceptions are systems with industrial discharges and high fibrous concentrations.

Because of the continuing labor requirement and concerns for operator safety, City staff and design team have been working with Huber to develop a solution to the cleaning issue for the fine screens. Huber has recommended installing a high-pressure spray system be installed on the screens. The high-pressure system will operate at approximately 1500 psi and has rotating nozzles to cut and remove the fibrous material that is collecting on the screens. This is a solution that has been implemented at Huber's other installations and has rectified the problem. The lead time for the equipment is 8-10 weeks after placing the order and installation will take less than a week. The cost for the equipment and repair of the damaged screen panel is currently being negotiated. The quoted prices are roughly $31,000 for the repair and $110,000 for the pressure washing system. The draft quotes from Huber are attached. There is also preparation work that will need to be completed by W.M. Lyles as a separate change order, which includes removing the screens from the channels, conduit, wiring, control panel, and minimal water piping.

Fiscal Impact:

WWTP	Budget Amount	Paid to Date	Remaining
Design	$ 2,697,942.63	$ 2,582,963.91	$ 114,978.72

Construction Management	$ 5,382,475.75	$ 5,268,186.54	$ 114,289.21
Equipment	$ 252,906.00	$ 256,216.13	$ (3,310.13)
Permits	$ 324,776.76	$ 121,450.10	$ 203,326.66
Construction	$ 53,910,737.00	$ 46,982,163.60	$ 6,928,573.40
Contingency	$ 5,624,252.52	$ 2,516,296.08	$ 3,107,956.44
Unallocated	$ 2,441,341.72	$ -	$ 2,441,341.72
Total	**$70,634,432.38**	**$57,727,276.36**	**$12,907,156.02**

Recommended Action:

Approve the purchase of the high-pressure spray system and repairs to the fine screens for a not to exceed price of $150,000 payable to Huber Technology, Inc.

Attachments:

A. Quotation 71008961
B. Quotation 71008918

Billing Address
City of Beaumont CA
550 E. 6th Street
Beaumont, CA 92223
UNITED STATES

Delivery Address
City of Beaumont CA
550 E. 6th Street
Attn: Public Works
Beaumont, CA 92223
UNITED STATES

OFFER:	**71008961 / V1**	Date printed:	3/15/21
Project:	Beaumont, CA 13007512	Our Reference:	van Ettekoven, Johan
		Phone:	
Your Reference:		Email:	johan.van.ettekoven@hhusa.net
		Customer No.:	120670

Lead Time : 9-10 Weeks for Manufacturing plus Shipping*

Line 10/2 : Control Panel adheres to Original Project Specs* - Detail A

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	2.00	pcs	10000001 High Pressure Cleaning System - Includes Motor	26,508.90	**53,017.80** 0%
10/2	1.00	pcs	10000001 Main Control Panel - High Pressure Booster Pump / Dual Spray Drive	32,473.00	**32,473.00** 0%
10/3	1.00	pcs	10000001 Cat Pump 340	4,325.63	**4,325.63** 0%
			- Service for Job -		
20/1	28.00	HOUR	40001 Labor	150.00	**4,200.00** 0%
20/2	28.00	HOUR	40001 Labor	150.00	**4,200.00** 0%
30/1	24.00	HOUR	40003 Travel Time	140.00	**3,360.00** 0%
40/1	2.00	pcs	10000002 Flight	800.00	**1,600.00** 0%

Offer:	**71008961**
Date printed:	3/15/21
Page:	2 (7)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
40/2	10.00	pcs	10000002 Hotel	200.00	**2,000.00** 0%
40/3	5.00	pcs	10000002 Car Rental	130.00	**650.00** 0%
40/4	10.00	pcs	10000002 Per Diem	70.00	**700.00** 0%
40/5	1.00	pcs	10000002 Misc.	200.00	**200.00** 0%
40/6	1.00	pcs	10000002 Freight Estimate	3,000.00	**3,000.00** 0%

Total net **USD** **109,726.43**

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 90 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

van Ettekoven, Johan
Huber Technology, Inc.

Offer:	**71008961**
Date printed:	3/15/21
Page:	3 (7)

Aftermarket Sales & Service Rates 2021

Field Service Base Rates

Continental U.S., Mexico and Canada	**$150.00 per hour**
Outside Continental U.S., Mexico and Canada	**$226.00 per hour**

Training

Product Training	**$150.00 per hour**

Travel

Travel (time)	**$140.00 per hour**
Mileage	**$0.58 per mile**

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware	**$145.00 per hour**

Premium Rates

Overtime rate (in excess of 8 hours per day	**$249.00 per hour**
Standby rate	**Applicable base rate**
Double time rate (Sunday, Holiday, or in excess of 12 hours)	**$300.00 per hour**

Expenses

Travel and accommodations	**Actual cost**
Per Diem ....Business Rate Plan 1..	**$60.00 per day**
High Cost Area Rate 2..	**$70.00 per day**
Service Truck Rate	**$80.00 per day**
Materials, Equipment Rental, Supplies	**Actual cost plus 20%**
Laboratory testing	**Actual cost plus 20%**

Fees

Visa, work permits, taxes, user fees or special assessments, etc	**Actual cost**

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)	**Actual cost**

Offer:	**71008961**
Date printed:	3/15/21
Page:	4 (7)

Aftermarket Sales & Service Rates 2021

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at $60.00 per day or $70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Hazardous Locations.
Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under $25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information: 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2021

Warranty and Returns Policy & Instructions

Huber Technology, Inc. (“Huber”) warranties any **original** Huber part (mechanical or electrical) for a period of:
A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner (“Replacement Part”)
1. Only valid if the product is operated in accordance with the manufacturer’s instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer’s specifications
Or
B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.
1. Only valid if the product is operated in accordance with the manufacturer’s instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer’s specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

• Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
• Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
• Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
• Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
• Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

• Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
• The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
• Part(s) must be new and never installed. Any indication of wear or installation, at Huber’s sole discretion, may result in the part(s) being shipped back to owner, at the owner’s cost, and no credit shall be issued.
• **Exception:**
The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber´s receipt of the incorrect part(s).
warehouse.
The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

• In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
• If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
• The Aftermarket Team will validate the warranty claim for the defective part.
• If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
• The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
• When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

• ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
• UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
• UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.
• Completely fill out the RMA form.
• Include the completed RMA form in the package along with the item(s) to be returned.
• Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
• Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

Billing Address
City of Beaumont CA
550 E. 6th Street
Beaumont, CA 92223
UNITED STATES

Delivery Address
City of Beaumont CA
550 E. 6th Street
Attn: Public Works
Beaumont, CA 92223
UNITED STATES

OFFER: **71008918 / V1**
Project: Beaumont, CA 13007512

Your Reference:

Date printed: 2/10/21
Our Reference: van Ettekoven, Johan
Phone:
Email: johan.van.ettekoven@hhusa.net

Customer No.: 120670

Lead Time : 5-6 Weeks for Manufacturing plus Shipping*
Freight Estimate : Actual will reflect on Invoice*

Customer is responsible for the following prior to Huber's technician arrival:
(1)Removal of Huber machine from channel,
(2)Pressure washing of machine, and
(3)Providing lifting equipment.
Failure to do so will result in additional charges of $1,000 per day Huber is onsite.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			- Parts Needed -		
10/1	1.00	pcs	51316312 perforated plate RV 2- 3 0,8	5,456.88	**5,456.88** 0%
20/1	6.00	pcs	51004754 plate 1686x 18x 4 R803	266.64	**1,599.84** 0%
30/1	6.00	pcs	51004222 ring segement R781/R811x 4 120°	125.40	**752.40** 0%
40/1	1.00	pcs	51007764 ring 1606/1618x20	324.72	**324.72** 0%
45/1	1.00	pcs	10117977 RotoMat 1400-1800 Lower Bearing Assembly Kit	2,468.35	**2,468.35** 0%
			- Service for Job -		
50/1	24.00	HOUR	40001 Labor	150.00	**3,600.00** 0%
50/2	24.00	HOUR	40001 Labor	150.00	**3,600.00** 0%
60/1	24.00	HOUR	40003	150.00	**3,600.00**

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Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			Travel Time		0%
70/1	2.00	pcs	10000002 Flight	800.00	**1,600.00** 0%
70/2	8.00	pcs	10000002 Hotel	200.00	**1,600.00** 0%
70/3	4.00	pcs	10000002 Car Rental	130.00	**520.00** 0%
70/4	8.00	pcs	10000002 Per Diem	70.00	**560.00** 0%
70/5	1.00	pcs	10000002 Misc.	200.00	**200.00** 0%
70/6	1.00	pcs	10000002 Freight Estimate - Parts & Tools Shipping	5,000.00	**5,000.00** 0%

Total net **USD** **30,882.19**

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 90 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

van Ettekoven, Johan
Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2021

Field Service Base Rates

Continental U.S., Mexico and Canada	**$150.00 per hour**
Outside Continental U.S., Mexico and Canada	**$226.00 per hour**

Training

Product Training	**$150.00 per hour**

Travel

Travel (time)	**$140.00 per hour**
Mileage	**$0.58 per mile**

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware	**$145.00 per hour**

Premium Rates

Overtime rate (in excess of 8 hours per day	**$249.00 per hour**
Standby rate	**Applicable base rate**
Double time rate (Sunday, Holiday, or in excess of 12 hours)	**$300.00 per hour**

Expenses

Travel and accommodations	**Actual cost**
Per Diem ....Business Rate Plan 1..	**$60.00 per day**
High Cost Area Rate 2..	**$70.00 per day**
Service Truck Rate	**$80.00 per day**
Materials, Equipment Rental, Supplies	**Actual cost plus 20%**
Laboratory testing	**Actual cost plus 20%**

Fees

Visa, work permits, taxes, user fees or special assessments, etc	**Actual cost**

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)	**Actual cost**

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Aftermarket Sales & Service Rates 2021

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

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SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Hazardous Locations.
Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

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Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information: 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2021

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warranties any **original** Huber part (mechanical or electrical) for a period of:
A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")
1. Only valid if the product is operated in accordance with the manufacturer's instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
Or
B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.
1. Only valid if the product is operated in accordance with the manufacturer's instructions
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• Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
• Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
• Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

• Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
• The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
• Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.
• **Exception:**
The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber´s receipt of the incorrect part(s).
warehouse.
The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

• In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
• If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
• The Aftermarket Team will validate the warranty claim for the defective part.
• If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
• The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
• When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

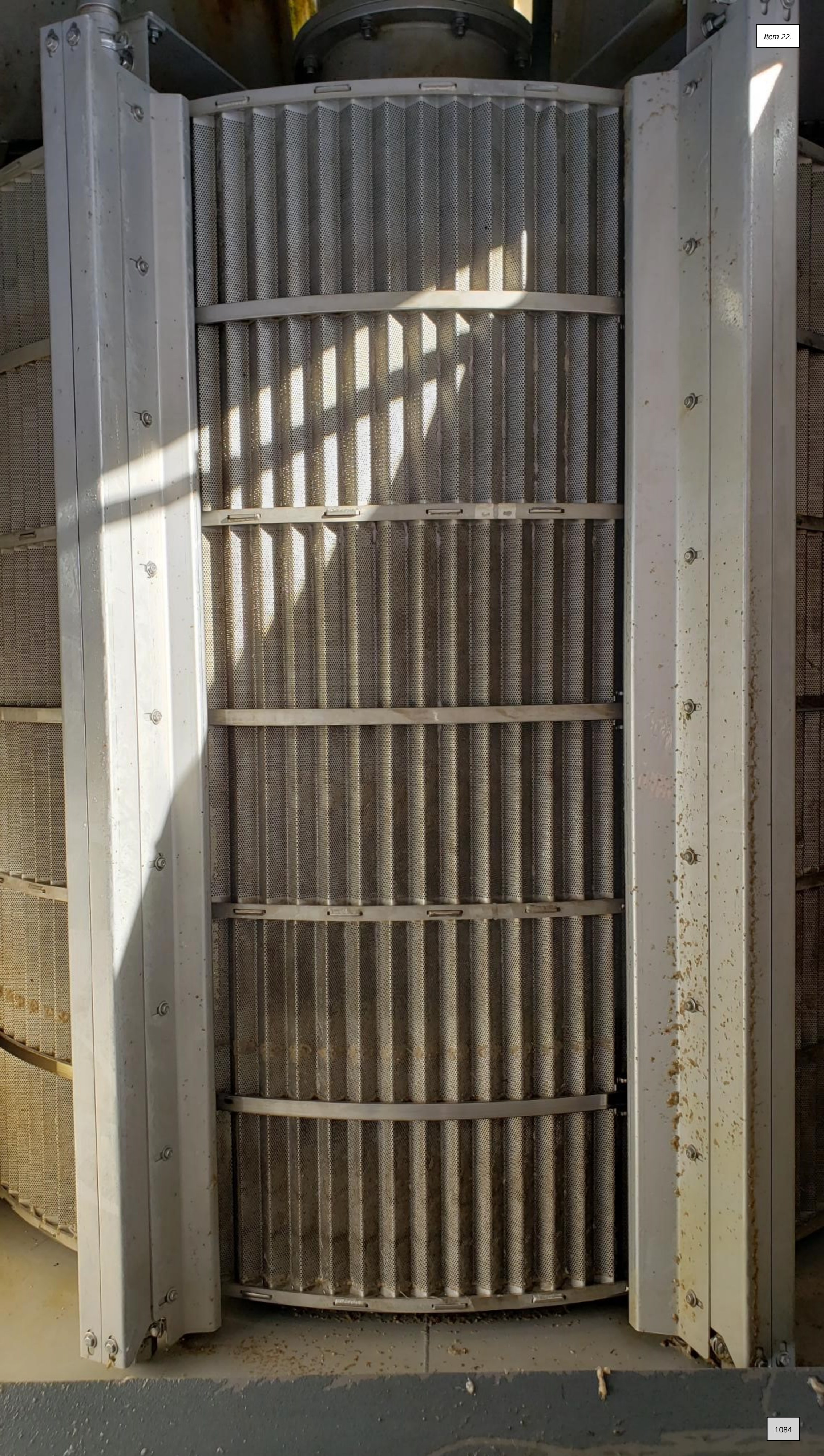
Return shipping cost

• ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
• UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
• UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.
• Completely fill out the RMA form.
• Include the completed RMA form in the package along with the item(s) to be returned.
• Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
• Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net



Staff Report

TO: City Council

FROM: Edgar Trenado, Information Technology Manager

DATE June 1, 2021

SUBJECT: **Authorize a Contract with Netsync in the Amount of $90,284.82 for a Data Center Uninterruptable Power Supply Upgrade**

Background and Analysis:

The City's Information Technology (I.T.) Department issued a request for proposal (RFP) from qualified vendors through PublicPurchase.com for the purchase of new hardware with a five-year maintenance and warranty plan for uninterruptible power supplies (UPS), keyboard video mice (KVM) switches, cabling, and server rack systems for the City's data centers. The data centers at the Police Department and City Hall are in need upgrades to support the integrity of the server environment.

The typical age of the existing equipment ranges from 7-10 years. The UPS replacements are necessary for better protection of server and firewalls due to power outages and electrical surges. This upgrade will provide visibility into the current data center to monitor humidity, temperature, and power loss. The intent is to create a more sustainable and efficient data center.

The City received four bids to the RFP in which Netsync was determined to be the lowest responsible bidder that met the needs requested. The proposal also includes five years of replacement parts on all hardware.

Fiscal Impact:

The fiscal impact to the General Fund with the proposed solution is $90,284.82 which is a current line item in the adopted FY2021 budget. City staff estimates the cost to prepare this report was $975.

Recommended Action:

Authorize the City Manager to execute a contract with Netsync in the amount of $90,284.82 for a Data Center UPS hardware replacement solution to include a five-year support service contract.

Attachments:

A. Proposal

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ337280

Quote #:	AAAQ337280
Date:	05/
Valid for:	30 Days

Item 23.

Customer	Inside Sales	Account Manager
City of Beaumont Edgar Trenado / 951-769-8520 etrenado@beaumont-ca.gov	Meray Doughly MDoughly@netsync.com	Jay Bucsa jbucsa@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Descrption	Qty	Unit Price	Ext Price
Main Site				Sub Total	84,165.99
	APC				
1.0	WBEXTWAR3YR-SP-05	3YR EXTENDED WARRANTY 24X7 SVCS Duration: 3.00 Years	4	434.80	1,739.20
2.0	WBEXTWAR3YR-SP-06	3YR EXTENDED WARRANTY SVCS Duration: 3.00 Years	1	870.30	870.30
3.0	WASSEMUPS-3R-SY-00	SCHEDULED ASSEMBLY/START-UP OF SVCS 5KVA SNGL PHASE UPS AND/OR 3 RACKS	1	1,188.90	1,188.90
4.0	WBEXTWAR3YR-SP-03	3YR EXTENDED WARRANTY 24X7 SVCS Duration: 3.00 Years	9	115.80	1,042.20
5.0	WBEXTWAR3YR-SP-04	3YR EXTENDED WARRANTY 24X7 SVCS Duration: 3.00 Years	7	223.10	1,561.70
6.0	SFTWES755Y-DIG	UNKNOWN PRODUCT	1	16,113.02	16,113.02
7.0	AP9335TH	TEMPERATURE & HUMIDITY SENSOR CPNT	2	91.68	183.36
8.0	AP9641	UPS NTWK MGMT CARD POWERCHUTE CPNT NTWK SHUTDOWN ENVT MONITORING	2	367.38	734.76
9.0	NBWS100H	NETBOTZ WL HUMIDITY SENSOR CPNT	4	113.46	453.84
10.0	NBRK0250	NETBOTZ RACK MONITOR 250 PERP	3	423.65	1,270.95
11.0	AP5719	RACK 19IN LCD CONSOLE RMON	5	1,122.38	5,611.90
12.0	KVM-USB	KVM 2G SERVER MODULE USB CPNT	50	87.62	4,381.00
13.0	KVM1116R	KVM 2G DIGITAL IP 1 REMOTE 1 PERP LOCAL USER 16 PORTS VIRTUAL MEDIA	5	848.23	4,241.15
14.0	AR7719	KIT QTY 4 NETSHELTER VALUELINE CPNT SWIVEL CASTER	4	58.20	232.80
15.0	AR3100X617	NETSHELTER SX 42U 600MMX1070MM RACK ENCL W/OUT SIDE & DOOR BLK	4	798.26	3,193.04
16.0	SRT3000RMXLA-NC	SMART-UPS SRT 3000VA RM 120V PERP NETWORK CARD	4	2,982.63	11,930.52
17.0	SMT1500NC	APC SMART UPS 1500VA LCD 120V PERP WITH NETWORK CARD	7	897.51	6,282.57
18.0	SYH6K6RMT	PTO KIT SYM 6KVA RM 208V/240V PERP SCALABLE TO 6KVA N+1 NO RETURN	1	6,759.29	6,759.29
19.0	SMX3000HV	SMART-UPS X 3000VA LCD RT PERP 200-240V	1	1,798.23	1,798.23
20.0	SMX3000HVT	SMART-UPS X 3000VA LCD RT SHORTPERP DEPTH 208V CONVERTIBLE	1	1,592.36	1,592.36
21.0	SRT1500RMXLA-NC	SMART UPS SRT 1500VA RM 120V CPNT NETWORK CARD	2	1,598.78	3,197.56
22.0	BR1500MS2	BACK UPS PRO 1500VA SINEWAVE PERP 10 OUTLETS 2 USB CHARGING PORTS	3	202.53	607.59
23.0	SRT2200RMXLA-NC	APC SMART-UPS SRT 2200VA RM PERP 120V NETWORK CARD	5	1,835.95	9,179.75

Notes

Total	84,165.99
Tax/Vat	6,118.83
Shipping	

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ337280

Quote #:	AAAQ337280
Date:	05/
Valid for:	30 Days

Grand Total USD	**90,2**

Staff Report

TO: City Council

FROM: Lloyd White, Councilmember

DATE June 1, 2021

SUBJECT: **Discussion and Direction to City Staff Regarding the City of Beaumont's Assistance to the Beaumont Cherry Valley Recreation and Parks District for the Construction of a Regional Park Generally Located on the North Side of Cherry Valley and Approximately 1 Mile East of IH-10 (Danny Thomas Ranch)**

Background and Analysis:

On December 28, 2020, the Beaumont Cherry Valley Recreation and Parks Districts (District) Board authorized the execution of a certificate of acceptance for the donation of approximately 123 acres from TSG Cherry Valley, L.P. The 123-acre site is the former home of the Danny Thomas Ranch. The District accepted the land and, according to a District staff report, intends to, " ... construct more baseball parks and potentially a sports complex." District staff also wrote in the staff report that, "The District could put the Property to many good uses, including, but not limited to, developing the land and constructing more baseball fields and other sports fields and sport recreational facilities, dedicating open space for recreational use, etc."

While this property is not within the City of Beaumont's jurisdiction, it is in very close proximity to the City's northern boundary, and the proposed facility would be heavily utilized by Beaumont residents. As a family-oriented community, Beaumont has a strong need for additional sports fields to accommodate youth sports and would benefit greatly from this endeavor. Additionally, a regional sports complex would bring visitors into the region and would provide indirect economic benefits to Beaumont.

The District has engaged consultants and is initiating the conceptual design phase. The District has been a great partner and has a proven track record of providing quality facilities and services to the region. I propose that the City Council make Beaumont City staff available to the District as needed to support the design and development of the Danny Thomas Ranch and direct me to officially offer the City of Beaumont's assistance.

Fiscal Impact:

There is no fiscal impact related to the preparation of this report. Cost to the City of Beaumont to aid the District may not be quantified at this time.

Recommended Action:

It is recommended that the City Council make Beaumont City staff available to the District for the design and development of the Danny Thomas Ranch and direct Lloyd White, as the liaison to the District, to officially offer the City of Beaumont's assistance.

Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE June 1, 2021

SUBJECT: **Cancellation of Regular City Council Meeting Scheduled for July 6, 2021**

Background and Analysis:

Per discussion, City staff has been looking into options for cancelling a regular City Council meeting date this summer. City staff has been able to organize agenda topics in order to provide an opportunity to cancel the regular meeting of July 6, 2021, an avoid any potential conflicts arising as a result of the July 4th holiday weekend.

Fiscal Impact:

City staff estimates it cost approximately $98 to prepare this report.

Recommended Action:

It is recommended that the City Council cancel the regular City Council meeting date scheduled for July 6, 2021.

BEAUMONT
CALIFORNIA

#ACITYELEVATED

Department Projects

Schedule Updates

May 2021

City Clerk

CITY CLERK'S OFFICE PROJECT SCHEDULE
May 2021

- **Records Indexing**
  - Records inventory and clean up – COMPLETE
  - Laserfiche user-friendly clean up – IN PROGRESS

- **Public Records Requests for the Month of April**

Public Records Requests for the Month

Requestor	No. of Requests	Date Received	Response Date	Response Update	Status	Staff Time Allocated
J. Bocchino	1	Apr 2, 2021	Apr 15, 2021		Complete	1 hr
D. Snyder	1	Apr 9, 2021	Apr 26, 2021		Complete	1.5 hrs
V. Ramiro	1	Apr 10, 2021	Apr 11, 2021		Complete	1 hr
S. Long	1	Apr 14, 2021	Apr 16, 2021		Complete	.5 hr
K. Mills	5	Apr 14, 2021	Apr 16, 2021		Complete	1 hr
E. Orizaga	1	Apr 7, 2021	Apr 19, 2021		Complete	1.5 hrs
T. Halawani	1	Apr 17, 2021	Apr 27, 2021		Complete	1 hr
A. Ireland	6	Apr 20, 2021	May 3, 2021		Complete	.75 hr
J. Glawe	1	Apr 20, 2021	Apr 20, 2021		Complete	Legal time
J. Wolfe	1	Apr 30, 2021	May 3, 2021		Complete	.75 hr

Extended Time Required Public Records Requests

Requestor	No. of Requests	Requested Documents	Date Received	Response Update	Status	Staff Time Allocated	Costs Associated

Monthly Totals for April

No. of Requests	No. of Completed Requests	Staff Time Allocated
19	**19**	**8.75 hrs**

COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT UPDATE
May 2021

- Housing Element Update – Kick-off meeting was held March 18
  - A contract modification will be brought to Council in May to include some additional items covered by the grant funding.
  - Site selection process has been completed and program discussions are underway

- Ordinance Updates
  - Accessory Dwelling Unit Ordinance will be included in the Housing Element Update to comply with State law – will be updated utilizing SB2 funding,

- Storage Moratorium – Set to expire October 2021.
  - Staff is presenting the first draft ordinance at Council June 1 and will bring back item on June 15.

- MSHCP – Western Riverside County Multiple Species Habitat Conservation Plan
  - Several DBESPs for projects have been submitted for review.
  - Fee update adopted in April takes effect July 1, 2021.

- Planning Commission
  - The next Planning Commission meeting will be July 13, 2021.

- Grant application
  - GRANT AWARDED: LEAP Grant funding (round two of SB2 funding) in the amount of $150,000. Contract is executed and funds available for the Housing Element Update
  - GRANT AWARDED - $160,000. Contract is executed and funds will be available for the Housing Element Update.
  - First reimbursement to be submitted in May.

- Code Enforcement
  - Conducted 2 administrative hearings to close out long term cases

- Building and Safety Department Data
  - http://www.ci.beaumont.ca.us/DocumentCenter/View/2428

BEAUMONT
CALIFORNIA

Project Status Report

Project Number	Date Submitted	Applicant	Project Location	Project Description	Project Status	Anticipated PC Hearing Date	Anticipated CC Hearing Date
07-ENV-001		Legacy Highlands SP	s/o SR 60 w/o Beaumont Ave.	Court required remedy of EIR deficiencies	PRDEIR available for public review and comment through 1/28/21		
PP2020-0317	10/12/2020	John Dykes McClure Machine	North side of 1st Street, East of Viele	17,000sf concrete tilt-up industrial building	Environmental under review	7.13.21	NA
SP2019-0003, PLAN2019-0283, PLAN2019-0284, ENV2019-0008	04/08/2019	JRT BP 1LLC	West of Jack Rabbit Trail, south of SR-60	Annexation, Specific Plan, GPA, EIR for development of 622 acres	Kick-off meeting 5-2-2019 NOP under review, scoping meeting held 09/17/20, meeting with wildlife agencies 1/21/21	2021	2022
CUP2109-0033&34 PP2019-0209	06/03/2019	Jaswindier Singh Sondh	NWC Pennsylvania Ave & I-10	Proposed gas station, C-market with alcohol sales, quick service restaurant and car wash	Staff review of proposed revisions, CEQA review, CalTrans Issues		NA
ENV2019-0009	07/18/2019	ASM Beaumont Potrero Logistics	s/o SR 60 e/o Hidden Canyon just west of Potrero	Industrial development ~500K sf, would require annexation for small piece of land & entitlement process (ASM)	NOP/EIR Scoping Meeting held June 4, 2020, DEIR being prepared, access issues being addressed	2021	2021
PP2019-0222 PM2019-0006 CUP2019-0037 & 38	07/30/2019	Ari Miller, Santiago Holdings	NWC Beaumont Ave & Oak Valley Pkwy	Retail center w/possible grocery anchor, drive-thru restaurants, retail & gas station	Staff review, possible increase to anchor tenant pad	2021	NA
CUP2020-0052	08/04/2020	Carrie Long	60 S. Palm	Pet Resort (Kennels & related facilities)	pending WQMP submittal		NA
PLAN2020-0544	12/2/2020	Terra-Gen	248 Viele	Battery Storage Facility	Formal application received, DRC reviewed in April & May final review of CEQA	7.13.21	

PLAN2020-0550	12/11/20	Land Engineering Consultants	SWC Oak Valley Pkwy & Beaumont Ave.	2-Story Medical Office building with subterranean parking	Staff review – preliminary submittal		
PLAN2020-0548	12/10/20	TAIT	449 E. 4th Street	Re-use of Denny's building	Staff review- preliminary submittal		
CUP2020-0045	03/27/2020	Ramona's Mexican Restaurant	Ramona's Mexican Restaurant	Ramona's Custom Brews	Comments sent to applicant, pending revisions, On Hold per applicants request	Inactive	NA
CUP2017-0001	05/24/2017	Colorado River Mobile Homes, LLC	36805 Brookside Ave.	Brookside RV Storage	Continued at applicants request	Continued indefinitely per applicants request	NA

Inquiries/Discussions/Not Filed

Location	Description
Oak Valley Parkway & Golf Club Drive	Restaurants & Retail Center
E/S of Potrero N/O SR 60 (Denley)	Mixed use development with residential, commercial & retail SP, EIR & Tract Maps required
Beaumont Avenue & 1st Street	38-acre mixed use development with apartments, modular homes & retail/commercial – would require GPA, SP, Tract Map, MND or EIR (Thrifty Oil)

COMMUNITY SERVICES_TRANSIT

COMMUNITY SERVICES-TRANSIT
May 2021

Recreation

Upcoming Events
- 4th of July Spectacular

Ongoing Programs (In-person)
- Senior meals drive-through handout (in partnership with Family Services Association)
  - Every Thursday at 10:00 am – Beaumont Civic Center (moved to accommodate vaccine clinic) Moving back to the CRC 6/3/21
- COVID vaccine clinic Last day for vaccine clinic – May 22, 2021
- Chair Yoga - every Tuesday & Thursday at City Hall Gym
  - Moving back to the CRC June 1, 2021
- Gentle Yoga – CRC - Wednesdays, 5:30 pm
- Fit After 50 - CRC - Mon, Wed & Fridays

Virtual Programs (Online)

- May is Bike Month- Bike Bingo- all month long
- Small business Saturday ride May 1st
- Star Wars Ride- Tie Fighter Challenge May 2-8
- Ride where the pros ride- May 9-15
- Design a helmet contest – May 16-22
- Bike to Work day- May 21
- Bike scavenger hunt May 23-30

Spotlight on Social Media

- Employee Spotlight- Ken Pupp, Bldg & Grounds maintenance worker
- Service Spotlight- In person classes
  - Yoga
- Park Spotlight – Wildflower Park

Parks

Nicklaus Park
- Gates at dog park scheduled to be replaced – In-Progress

Mt. View Park (Sundance)
- Soils testing to begin on June 1, 2021 for new playground shelter install

Fallen Heroes Park (Oak Valley Greens)
- Grid Tree Prune scheduled for June
- Parking lot closed one week in May for Edison line upgrades

Stetson
- Mulch scheduled for early June

Stewart Park
- Remove concrete bleachers – 90% complete

Grounds Maintenance

Rights-of-Way
- Graffiti Removal – Fourteen (14) locations
- Cherry Channel walking path irrigation replacement – underway
- Seneca Springs Pkwy clearing pine needles and debris in preparation for new mulch install
- Mulch Project –
  - Three Rings Ranch Road – Complete
  - Seneca Springs Blvd – In Process
  - Stetson Park - Scheduled

Open Space and City Owned Lots
- Three Rings Ranch Lift Station
  - Graffiti removal and homeless encampment clean up – Complete
- Weed Abatement Program
  - Coordinating with CDF – not available until June due to internal training program, 3 locations pending availability
- Weed Abatement RFP being prepared for all city lots – abatement to begin in June/July

Building Maintenance

Fire Station 66
- Sinks and Showerhead upgrades

Police Department
- Enhance lighting in parking lot – In-Progress
- Obtaining quotes for minor roof repair to modular building
- Electrical and Generator Upgrades – In Progress
- Evidence Freezer to be installed

Chatigny Recreation Center
- HVAC System contract award – scheduled for June 1st CC meeting

- New drywall in elevator Mechanical Room after water leak – In-Progress
- Deep Cleaning in progress after vaccine clinic vacated building on May 22, 2021
- Relocating staff and desks and getting ready to open to the public

Grounds and Building Maintenance Yard

- Alarm/Security System Upgrade to include camera system
- Debris removal for yard clean up

Transit

Operations

- Free fare promotion continues funded by LCTOP Grant-
  - $40,130 in Free Rides equates to 21,824 passenger trips.
- No Service Memorial Day
- Service elimination in Calimesa – scheduled for July 1st

Updates

- SRTP
  - Final Draft approved and going to RCTC June 9, 2021
- Branding Update:
  - Phase 1: Bus Wraps - Complete
  - Phase 2: Bus Stop Blade Replacement- Order pending
- EV Charging Station use is increasing.
  - April: 39 unique drivers, charging for 179 sessions.
- CHP Inspection- Complete
  - 100% satisfactory rating – Zero findings or violations!

Spotlight on Social Media

- Employee Spotlight- Eric Collins – Transit Department

Capital Improvement Plan Projects

Stewart Park Project – 3.95M

- City Council approved conceptual plan January 19th
- Geotechnical survey contract awarded
  - Boring completed – final report pending
- Demolition Work of Pool and Pavilion Buildings
  - Notice to Proceed issued May 24th
- Meeting held with Water Odyssey
  - Contract awarded for design
- Street vacation of 10th Street
  - Scheduled for City Council approval

Rangel Park Ballfield Lights, Electrical and Playground - $500,000

- Geotechnical engineering – completed
- Electrical engineering bids – completed
  - Contract awards to City Council June 15th

Playground Shade Covers Phase I - $250,000

- Geotechnical Survey awarded
  - Boring scheduled for June 1st

Compressed Natural Gas Fueling Station

- So Cal Gas meeting to discuss tariff agreement – ongoing
- Presentation to Council coming soon

Bus Shelter Project- Walmart

- Request for PO to purchase bus shelters- Complete
- RFB to be published in May/June with proposals due in June/July
  - Working with Public Works to complete the bid for publication.
- Anticipate a presentation to Council to award the contract in July/August 2021.

Grants

- Carl Moyer Program – SCAQMD - $600,000
  - Application approved at January 15th meeting
  - Additional funds to be used for CNG station
- Prop 68 Per Capita Grant - $177,952
  - Approved by City Council to apply for funding to improve Three Rings Ranch Park
- Circle 4 Tree Planting Grant
  - CaUFC (California Urban Forest Council) will provide the City approximately 70-100 15-gallon trees which will include stock and labor to ensure proper installation by volunteers and WCA, Inc (West Coast Arborist).

Economic Development

ECONOMIC DEVELOPMENT
May 2021

RFPs Underway

Major Projects

Retail Market Analysis

- Work is underway with The Retail Coach
  - Retail Market Analysis Complete
  - Small Business workshop (Virtual) held on January 26th
    - City is promoting this service to all small businesses in the City
  - Site Profiles underway
  - Attraction is underway
  - Drafting Opportunity Site Profiles
  - Prepping materials for regional ICSC conference in December 2021

Covid-19 Response

- Back to Business Committee
  - Business Survey
  - Resident Survey
  - Business Outreach
  - Stay updated with State Guidelines and Reopening plans
  - COVID-19 Complaint Business Package
  - Small Business Grant Program – Round 2 funding has been distributed

- American Rescue Plan
  - Provides direct funding to each City in two payments
  - Reviewing eligible uses for these funds. New guidelines coming soon
  - Funds must be expended by 2024

- Major Employer Discussions
  - ICON is seeing a huge increase in orders and shipping
  - Wolverine has leveled out
  - CJ Foods is in full production
  - Rudolf Foods is expanding its operations and is hiring 40 new employees
  - Priority Pallet is starting to recover
  - Amazon is happy with their location

- Business Resource Information is available on City website
  - Reopening plan guidance docs for each industry
  - Disaster loans, Small business grants and Paycheck Protection Program links
  - Utility benefit info
  - Small business development assistance
  - Programs to help small business retool and adapt their business plan and strategy
- Beaumont Eats program – Supplies of barricades and Ez-ups are available to interested businesses through an application process.

- Revised sales tax projections and project absorption for FY21
  - Expand modeling on sales and property taxes for impacts from COVID-19
  - Update recession indicator model with new datasets
- Legislative Review of State and Federal mandates and programs related to COVID-19
- Go-Biz Small Business Grant Program ($25k) would expand by 4x if the State's budget passes as proposed. Info is available on the City business resource website.

Retail Recruitment Strategy

- Review of information and needs associated with establishment of the program
- Retail recruitment has changed, and the City's efforts must adapt to stay competitive
- Continue to review and come up with ideas on streamlining permit process
- Market Analysis to be completed 2Q 2021
- Working to revamp Economic Development portion of the website to include data and info site selectors and corporate execs are looking for

Economic Development Strategic Plan

- Partnership established with UCR for business and entrepreneur development
- Potential partnership with CVEP for business development and resource seminars
- Partnerships developed for datasets and review of statistics
  - UCR
  - Working on MSJCC
- Targeted Industry Groups
  - Fulfillment centers, high-tech manufacturing, additive manufacturing, healthcare, renewable energy sources, logistics technology clusters
  - Hotels, entertainment outlets, sit-down restaurants, retail businesses
  - Market Analysis will kickstart this effort using new datasets and industry matching
- Monthly workforce training events held each month on 2nd Thursday (suspended due to Covid-19)
- Focus has shifted towards Retail recruitment and Marketing functions for 2021

Downtown Campus/Facilities Master Plan Project

- Working to update based on newly adopted Downtown Plan

Sales Tax and Property Tax Review

- Review and analyze quarterly sales tax and annual property tax revenues
- Make suggestions and action plans on results
- Targeted sectors, business outliers and discrepancies
- Growth projections
- Incorporate this data into the multi-year fiscal model and annual budget
- Property tax dataset from years 2000-2018 – completed
- Working through revenue models based on home sales and sales tax updates

Economic Fiscal Impact Model Review (part of General Plan Update)

- Review inputs and test model
- Run various test projects to determine calibration

Budget Modeling and Review

- Working with city manager to develop a robust and sound fiscal model based on a true data set that can be trusted

- The model will be able to project future revenues and growth projections to make better financial choices today
- Working on economic indicator review for downturn/recession planning opportunities
- Partnership with Claremont McKenna College Professor in Economics Dr. Keil
- Developing commercial /industrial absorption model with revenues
- Working on expense model per development type
- Recession indicator model
- New required revenues model under development, based on new fiscal forecast deficit in 2024
- Models being revised to account for COVID-19 effects
- Updating At-Risk Business Model to determine budget impacts of potential closures
- Recession Indicator Model previously created being reviewed to track leading indicators

Coordination with Multiple Departments on Projects

- Work on current / future projects, capital projects, Capital Improvement Plan, Design Review Committee, review of Planning applications and projects
- Serve as city liaison for private industry for each city department

Economic Development Committee – Next meeting June 9, 2021

- Have requested update from Riverside County office of foreign trade

Lobbyist Services

- Track legislation, lobby on city's behalf, gain access to funding and grants
- Coordinates meetings with City Council, staff and legislators or key department staff in CA or DC
- Working with Townsend on funding opportunities and availability
- 2021 Legislation Session tracking has begun
- Tracking State and Federal mandates and funding programs related to Covid-19
- Priority projects identified as Potrero Interchange Phase II and Pennsylvania Ave widening for potential infrastructure bills
- Potrero Interchange Phase II has made Congressman Ruiz's short list for submittal to the Transportation Committee for hopeful inclusion in the American Jobs Plan
- Pennsylvania Project was also submitted to Senator Feinstein and Padilla for their own earmark requests

Foreign Trade Zone

- Working with City of Palm Springs to potentially expand their zone to include Beaumont
- Develop strategy to work through US Customs to get the approval of alternative site framework application
- Working on next steps. Palm Springs has not made this a top priority.
- A path forward has been determined but will require community support ($) or funding from businesses intending to utilize the zone
- Staff is waiting on City of Palm Springs for information required for us to contact each business and discuss details

Business Retention and Expansion Events

- Programming next series of events and training seminars for post pandemic
- Partnering with UCR, RivCo EDA and Coachella Valley Economic Partnership

- Contact small companies in need of assistance and resources
- Retraining Program

Potrero Interchange PH2

- Meeting with Federal EDA to discuss funding availability
- Meeting with RCTC to discuss project status
- Submitted Grant / earmark request to Congressman Ruiz for inclusion in the American Jobs Plan

Cooperative Meetings with Beaumont Chamber of Commerce

- Discuss meeting/event schedule for remainder of year
- Partner to create value added business events

Current Development Projects (building now)

Sundance Corp Center

- Building 1 and 2 almost completed
- Building 3 under construction
- Working to fill remaining retail/in-line space

San Gorgonio Specific Plan

- Commercial property between 1st and 2nd streets from Kohls to Center Pointe (across from Walmart)
- Most attraction efforts are completed: A few inline suites are still available
- Now Open: Ulta Beauty
- Opening soon: CinemaWest – Projected opening 5/28/21
- Building starting soon: Sherman Williams
- Now open are Grocery Outlet, In-N-Out, Raising Cane's, Five Below, Jersey Mikes, El Mariachi Mexican Take-Out, Bright Now Dental, and AT&T Store
- Building is continuing and most tenants are still planning on opening this year, restrictions permitting.

Major Development Projects - Potential

Denley – Beaumont Village Specific Plan

- 300-acre specific plan with Commercial/Residential/ Mixed use project
- Between Oak Valley Parkway and SR 60, east of Potrero Blvd.
- Project meetings on-going as of January 2020
- Entire project is not included in BCVWD Urban Water Management Plan
- Met with potential new owner on 5/20/21

Crossroads Logistics - Amazon

- Amazon construction completed and facility is now in operation
- Revised job numbers from Amazon is now 3,300 for this facility
- Initial projection was 750-1000 direct jobs created

Crossroads II Logistics (Hidden Canyon)

- McDonald Property Group is new owner

- Had multiple meetings with interested parties (developers and end users)
- Working to attract targeted industry groups per the EDSP
- Currently working on tenants for the 1 million sq. ft. building
- Have a lead on the second building as well

Commercial property at Oak Valley Parkway / Beaumont Avenue

- Working with landowner and broker to attract key tenants for the center
- Current leads are Farmer Boys, 7-Eleven with gas, drive-thru Starbucks

Commercial property at Oak Valley Parkway / Desert Lawn Drive

- Project submitted with new Gas Station and Drive Thru restaurant

Commercial property at Eighth Street / Highland Springs Avenue

- Small 1.5-acre site
- Current leads are 7-Eleven with gas and quick service restaurant

Other Project Leads

Miscellaneous leads for projects that I have worked on in the last 12 months. These range from simple phone calls to complete meetings with developers, architects and engineers.

- Commercial property at Oak Valley Parkway / I-10
- Commercial property at Oak Valley Parkway / Golf Club Drive
- Commercial property at Beaumont Avenue / 1st Street
- Commercial property at Pennsylvania / 6th Street
- Commercial property at Pennsylvania / 1st Street
- Commercial property at 6th Street and Xenia Avenue
- Residential property at 6th Street and Xenia Avenue

Other Items

- Hotel Incentive Package
- City Incentive Package/Policy
- Downtown Parking Ordinance
- Top 10 Commercial Broker meeting program
- Development of Chamber of Commerce partnership
- US EDA – Potrero PH2 Grant
- Food Truck Ordinance review
- Young Professional Networking Program
- Business of the month program with Chamber of Commerce has been created

FINANCE

FINANCE DEPARTMENT
May 2021

SPECIAL PROJECTS

- Tyler software
  - Payroll/HR Module – this project will consolidate payroll and HR within the primary City financial system. The City Council approved funding for this project at the December 15, 2020 meeting. This project will move forward with implementation contemplated by July or August 2021. Payroll Configuration started on 05/10/21.
  - Fixed Assets Module – the City Council approved acquisition of this software at its December 15th meeting. This module will be implemented by July or August 2021.
  - Exploring alternative solution to Business License software needs
  - Tracking Accounts receivable through Tyler
- FEMA grant – application submitted successfully by the City. Costs associated with responding to the Covid-19 emergency are being tracked and documented. The City has submitted several projects and expects to submit additional projects in the first quarter of calendar 2021. Initial funding decisions should occur in April 2021. One claim has been approved, others are still in review.
- CARE (COVID Relief Fund) – the City is eligible to receive up to $635K in Federal Funding through the State. As of November 19, 2020, City has received all of these funds. Following the receipt of Federal funds, the City Council created a General Fund supported Covid Relief program in the same amount as the Federal funds received.
  - Business Grant awards are complete and funds have been disbursed. The Council decided to move forward with a second round of funding. The second round of business grants was processed and payments issued on March 19, 2021.
  - Household assistance applications have been received and payments have been issued to qualifying households.
  - To date, approximately $400K of these funds have been expended.
- Treasury's Coronavirus State and Local Fiscal Recovery Funds – The City is eligible to receive funds in the amount of $7,306,318.00. The application for these funds has been submitted with the first tranche of funds expected to be received the first week of June. The second tranche will be released 365 after receiving the first tranche.
- 2020-21 Overhead Allocation and Transfers -overhead transfers completed for 1st, 2nd and 3rd quarters. Other transfers and position spits are completed through the third quarter.
- Internal Service Funds – the CC approved the creation of 4 new internal service funds. This includes:
  - Facility Maintenance/ Replacement Fund
  - Vehicle Replacement Fund
  - Equipment Replacement Fund
  - IT Equipment Replacement Fund

These funds will be incorporated into the FY 2022 budget process with allocations to the funds from departments based on a utilization basis.

- New processes and procedures

- Cal Card application has been approved. Policies and procedures are developed, and cards have been issued to the Wastewater team and to the Police Department as well as Administration. Cards have been issued to all departments that have requested access.
- Investment policy/ Investment process – the policy has been approved by City Council an investment advisor selected. The setup work is underway and an updated policy with recommendations from the investment advisor was approved by Council on 5/18/2021. Investment program with advisor is in process and expected to be fully implemented in June 2021.

- Compliance with Developer Agreements
  - KHOV
    - Fee credits for prepaid Sewer Capacity DIF reconciled monthly (overpayment has been identified – refund to developer completed)
    - Park fee credits reconciled monthly
    - All Bond proceeds available to KHOV for 2016-4 have been paid
  - Pardee
    - Park fee credits and prepaid DIF reconciled monthly.
    - IA 8F bonds issued and proceeds sent to Pardee.
    - Pardee was billed and has paid prepayment for FY 2021 after DIF and TUMF credits were included in the computations.
    - Pardee requested and was paid the Paygo funds from IA 8F
  - RSI
    - Fee credits for prepaid Road and Bridge DIF completed
- Compliance with TUMF Credit Agreements
  - Pardee
    - Potrero Phase II
    - Pennsylvania Widening
    - Oak Valley Interchange
  - Lassen
    - 4th Street Extension (Grading)
  - Crossroads
    - 4th Street Extension (Paving)
- Processing of CFD Prepayment Requests
  - Program restarted October 2017
  - Process "dark" from 6/1 through 9/30 for tax roll assessment processing
  - Received #19 requests to date (one received May 2021)
  - Received #17 full payoffs to date
    - Total $279,224.03 for debt service
    - Total $10,739.38 for future facilities
  - All funds transferred to Trustee for retirement of bonds
  - Bonds retired to date = $136,000
- Management of Existing Bonds
  - Special District Report for Beaumont Finance Authority Due 01/31/21 – report completed
  - Special District Report for Beaumont Public Improvement Authority Due 1/31/21 – report completed
  - Next Debt Service Payment Due 03-01-21 - COMPLETED
- Refunding Bond Issuance completed for IA 8C and IA 17B

- Bonds issued for CFD 2019-1
- SCO Filings Due for FY20
  - All filings complete.
- AQMD FY20 filing – completed
- File FY 2020-21 City Budget with the County of Riverside – completed
- CFD Assessments Costs (Parks/Maintenance/Administration)
  - Reporting CFD Revenues Generated by IA – Recording in the general ledger as received from the County of Riverside
    - Segregation of funds: #250 Administration, #255 Maintenance, #260 Public Safety, #265 Facilities, #510 Pay-Go, #840 Bond Debt Service, #850 BFA, #855 BPIA
  - Demonstrate Means/Methods for CFD Fund Allocations – Working on best way to identify/capture data:
    - Park Maintenance
    - Parkway Maintenance
    - Public Safety
    - Other

  This project will be re-initiated and considered as part of the cost allocation project this summer.

- IA 8F – Bonds issued – net proceeds approx. $12.3 million sent to Pardee in compliance with settlement agreement and acquisition agreement. The vast majority is a return of DIF and TUMF fees.
- Pardee – pay go reimbursement request filed for Area 2016-2 – request of $340,726 – Completed
- Pension Liability Analysis and Options – reviewed by CC at the March 3, 2020 meeting. The City Council allocated $2.5 million in General Fund reserves to be used in addressing the pension liability. Staff will provide the CC with an overview of options including pros and cons of those options. This will be planned for July or August 2021.
- FY 21/22 Budget – Staff will begin the budget process for the FY 2021-22 budget beginning in January 2021. A proposed timeline was provided to the CC at its January 5, 2021 meeting. The budget was presented to the CC at its April 20, 2021 meeting for initial review and direction. The final budget will be presented to Council on June 1, 2021 for adoption.

ONGOING WORK

Bank reconciliations (all banks and trustee accounts)

NOTE: Citibank Operating Account reconciled through 4/14/21
Payroll and Workers Comp Accts reconciled through 4/30/21
All other accounts reconciled through 4/30/21.
All Trustee accounts reconciled through 3/31/21

Daily cash receipts data transfer into the general ledger
Weekly accounts payable processing
Timely recording of payroll and related entries
Review and reconciliation of all DIF monthly
Review, reporting of MSHCP and TUMF monthly
General ledger review and reclassifications as needed
Review of budget to actual activities

Monthly financial reporting to Finance Committee and City Council
Review and analysis of Project accounting monthly

- Review of project budgets to CIP
- Reconciliation of revenues recorded
- Reconciliation of expenses incurred with Public Works
- Reconciliation with general ledger entries

Development of Policies and Procedures (continuous)

Transparency

- General ledgers are redacted and uploaded
- Wilmington Trust statements are being held due to redaction issues-ONLY available to view over the counter
- Paid vendor invoices are scanned and uploaded to portal within reasonable time frame
- Bank statements and reconciliations uploaded through January 2021
- All Bond fund requisitions are redacted and uploaded

UPCOMING PROJECTS

Business license program management
Cost Allocation – need to update for both grant indirect rate purposes and for fee adjustments
Inventory management – for equipment this will be updated during the fall of 2021 using the new Fixed Assets module
Travel Policy – needs to be created
Looking at implementing an automated AP payment through Tyler
Further Automation of Accounts Payable and Accounts Receivable processing
A complete review of all financial policies will be undertaken during FY 2022 to determine missing elements and needed updates.

GRANTS

The Community Development Department took on the task of tracking all grants received by the City and coordinated with the Finance Department. A complete listing of existing Grants and projected Grants was provided to the Finance Committee and City Council in June 2020. This listing will be updated and maintained.

INFORMATION TECHNOLOGY

INFORMATION TECHNOLOGY
MAY 2021

Tyler Upgrades – IN PROGRESS
- New Payroll Software – In progress
- Business License software module research.

City Hall – IN PROGRESS
- New upgrades to data center being presented to Council.
- PC Deployment in progress.
- Remodel and moves in place.
- New phone upgrade in place.

Police Department – IN PROGRESS
- New PD Internet install and VMWARE Switch install this month.
- New Police Department Website Launched 5/25/2021.
- Will have analytics to provide for staff for better information of service needs.
- New Kiosk for Public use Installed.
- Retrofit a few new vehicles with Toughbook's and cradle points.
- Upgrades to Data Center at PD being presented to Council.
- New phone upgrade in place.
- Mark43 and DOJ project still in place.

CAD\RMS System for Public Safety (PD)– IN PROGRESS
- NG911 ATOS install and testing.
- New Internet line for Riv Co installed
- Additional vehicle retrofit with CAD access.
- Vehicle Location Service being tested.

Wastewater Plant –*IN PROGRESS*
- Looking at for better access to SCADA.
- New Internet Upgrade and phones system Install set of Jun 9th – In progress.
- New redundancy IT measures being explored.

Albert Chatigny Community Center AC Controls
- Testing new AC controls with Directive from Parks & Rec.

IT Strategic Plan – IN PROGRESS
- Creating an IT strategic plan for City Manager.
- Looking at efficient ways to save city money on telco services.
- Provide GIS assessment -added to Budget request.
- Identify needs for City of Beaumont post Covid-19. Will include in strategy.
- Looking at options to bring a third party for holistic assessment of needs.
  Meeting to discuss budget and ongoing projects to align to Beaumont's vision.

Zoom Meetings – *IN PROGRESS*
- Continue to use due to covid-19 restrictions.
- Completed closed session Zoom Room.

PUBLIC INFORMATION

PUBLIC INFORMATION PROJECTS UPDATE
May 2021

Projects

- CIP Book
  - Researching examples for a visual CIP book
  - Each project will have a page highlighting detail, schedule and funding

- Downtown Vision
  - Developing a visual marketing piece which highlights CIP projects, streetscapes, placemaking, and city branding for the downtown area.
    - Materials will be utilized to market the area to investors and developers

- Communications Strategic Plan
  - Updating the 2018 plan to include new goals and objectives to advance the City communications and marketing efforts.

- Budget in Brief/Annual Report
  - Researching formats for a short visual guide to understanding the key elements of the FY2021/22 budget.

- Branding Phase 2
  - Initiated project with JPW Communications for design of secondary branding elements
  - Draft designs will be presented to Council in July
  - Project estimated to be complete by August
  -
- Advertising/Misc. Outreach
  - Facility rentals
  - How to submit service requests online
  - In-person classes at the CRC – Yoga and Fit after 50
  - COVID-19 updates
  - Pop Ups in the Park Schedule
  - WM holiday service changes
  - Contract fitness class instructors

- Misc. Projects
  - Updating website with wastewater survey information for businesses
  - Assisting Transit with wrap design options for electric vehicle

Social Media Followers

*What is the Difference Between **Likes** and Follows? … A Like is a person who has chosen to attach their name to your Page as a fan. A **follower** is a person who has chosen to receive the updates that you post in their news feed (subject to the Facebook algorithm of course).*

- Facebook
  - City Account – 8,804 8,796 Followers (+8)
    - 104 individuals Direct Messaged (DM) us in 2020
    - Highest performing post in May: I-10/SR- 60 Lane Closure
      - Reach: 4,300
  - Parks and Recreation – 1, 025 1,000 Followers (+25)
    - Highest performing post in May: Service Spotlight – Gentle Yoga
      - Reach: 1,600 video views
  - Transit – 283 278 Followers (+5)
    - Highest performing post in April: Employee Spotlight – Meet Eric
      - Reach: 48
- Twitter
  - 2,618 Followers (-9)
- Instagram
  - 3,281 Followers (+35)
- Nextdoor
  - 11,903 Followers (+113)
    - 51% of Beaumont households (no change)

Misc.

- eNewsletter/ News releases
  - 3,171 registered contacts (-7)
- Utility bill inserts – 18,000 accounts
- Notification sign-ups
  - calendar of events - 1,634 (+1)
  - City Council – 744 (-3)
  - EDC – 226 (-3)
  - FAC – 161 (-2)
  - Planning Commission – 590 (-3)
  - Construction Updates – 1,257 (-2)
  - Homepage news – 202 (no change)

Local Events

July 4 | Fireworks at Stewart Park

PUBLIC WORKS

PUBLIC WORKS UPDATE
May, 2021

- Pavement Rehabilitation
  - Project Notice of Completion accepted by CC September 1st.
  - Engineering currently in planning stage for FY 20/21 Pavement Management Program.
    - ~~Staff to bring list of proposed streets to CC on 04/20.~~
  - Staff preparing bid package based on preliminary streets list presented to CC on 04/20 and feedback obtained therein.
    - Anticipated bid release in May and awarding of contract in July.

- Sewer System Master Plan
  - Data request from Consultant has been completed and fulfilled.
  - Mesa Lift station survey is complete, consultant preparing accurate "as-built" record drawings and is at 95% development.
  - City-wide Hydraulic Model initial draft has been reviewed and new development projections are being loaded.
  - Lift Station assessment draft has been reviewed and comments provided.
  - Population and development projections are complete.
  - Data collection and assessment of Wastewater System is complete.
  - System wide condition/capacity assessments are complete.
  - Capital Improvement Plan Development is 95% complete.
    - Upon completion, staff will schedule CC item and/or workshop to discuss with Council. Anticipated CC workshop end of June/early July.

- 2020 Mid-Year Street Maintenance and Rehabilitation Project
  - Project is complete, Notice of Completion Pending

- Highland Springs Interchange
  - Cooperative Agreement Amendment with the City, RCTC, and Banning for the preparation of Project Approval and Environmental Document (PAED) for the Highland Springs Interchange Project approved by CC. Approval by Banning and RCTC pending.
  - RCTC is the lead in preparing the report with input from both the City of Beaumont and Banning.
  - Funding for the PSR and PAED from WRCOG settlement.
  - Updated Project Traffic Forecasting and Operational Analysis (TFOA) has been returned with minor comments currently being addressed.
  - The Preliminary Environmental Analysis Report (PEAR) has received minor comments which are being addressed.
  - Completion of PSR is expected to be June/July of 2021.

- Potrero Phase 2
  - Staff looking at potential further phasing of interchange ramp construction. Potential modifications include revising proposed 6 ramp interchange (4 on-ramps & 2 off-ramps) to a 4-ramp interchange and delaying additional 2 on-ramps to future date in which traffic volumes warrant construction.
  - Staff looking at other grant opportunities, potential funding solutions.
  - ~~Trade Corridor Enhancement Program (TCEP) grant application has been submitted. $33M has been requested and awardment of grant expected to be by end of calendar year.~~
    - ~~Announcements read on 11/16/20. City was unsuccessful.~~
    - ~~Staff now back to pushing Caltrans for phased approach.~~
  - Staff in active correspondence with Caltrans management to discuss phased approach. Approach to path forward anticipated soon.
  - Focus meeting with Caltrans on 04/09 to lay out specific steps in order phase the ramp construction as noted in first bullet item.
  - Direction has been provided to determine feasibility of modified approach.
    - Traffic Analysis to be revised to ensure modified approach will operate at appropriate level of service for 15 years
  - Fee proposal to revise traffic in accordance with direction provided has been received and is under review.

- Highland Springs Signal Timing
  - ~~Staff working with the City of Banning on an MOU to coordinate signal timing of 6 intersections along Highland Springs to help alleviate congestion.~~
    - ~~Submittal to Caltrans will be first week of April~~
  - Concurrence has been received, and three-party MOU between Banning, Beaumont, and Caltrans was approved at the 12/01/2020 CC meeting.
  - Maintenance agreement between Beaumont and Banning was approved at the 12/15/2020 CC Meeting.
  - Kick-off meeting has been held and staff currently preparing proposed timing for affected intersections for Caltrans review.
    - Proposed timing has been submitted to Caltrans for review.

- Pennsylvania Avenue Widening
  - Environmental consultant released to prepare CEQA document
    - Draft environmental document (Mitigated Negative Declaration) completed and under review.
    - MND to be released for public review June 2, with comment period running through July 6.
  - Updated packages have been submitted to both UPRR and Cal Trans
    - Comments have been received and responded to.
  - Bid package has been received from consultant with minor comments from staff.

- Pennsylvania Avenue Railroad Grade Separation ~ No Change
  - Consultant directed to perform cost analysis for Riverside County Flood Control District master plan storm drain improvements as part of project. Staff able to get Flood Control to authorize up to $5.3M in current budget.

        - Proposed design allows improvements to stay within Pennsylvania Ave., potentially avoiding significant environmental constraints associated with realigning outside City right-of-way. Feasibility is being confirmed.
    - Consultant is working on the 35% plans, specifications, and engineering.
    - Current contract has limited consultants' obligation to 35% design. Staff is searching for additional funding to engage consultant to complete design.

- Pennsylvania Avenue Interchange ~ No Change
    - Staff has had several meetings lately regarding traffic analysis and future compliance with Vehicle Miles Traveled (VMT) guidelines.
    - Caltrans will allow City to be lead agency for environmental clearance which should help facilitate project.
    - Staff has been able to obtain Caltrans concurrence regarding project study radius and intersection identification. City will not be required to include projects outside of our jurisdiction. Additionally, the recently completed traffic model runs for our General Plan can be utilized for study horizon year data saving time and cost of additional modeling.
    - Traffic Operations Analysis Report (TOAR) being revised to include recent General Plan traffic model runs.

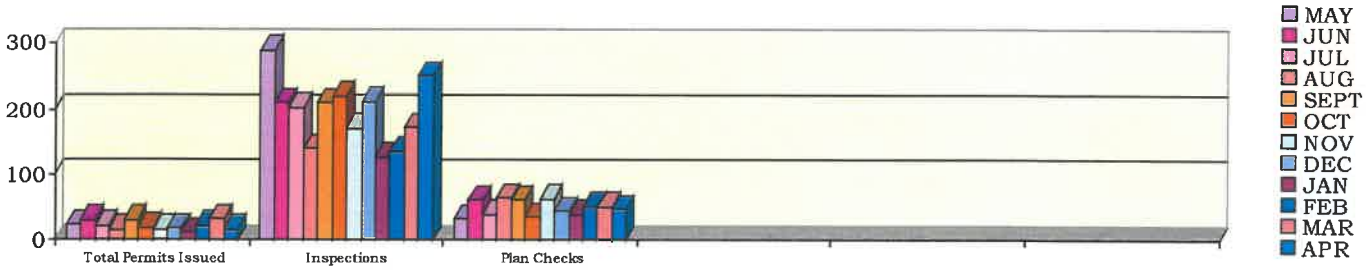
- West Side Fire Station
    - Consultant has submitted for fourth review of complete design package (Civil, Architectural, and Landscape).
        - Architectural has been approved.
        - Civil responding to minor comments.
    - Several environmental studies and reports are currently underway, including:
        - Habitat Assessment and Constraints Analysis - Complete
        - Biological Resources Report - Complete
        - Determination of Biologically Equivalent or Superior Preservation (DBESP) – Targeted completion week of June 2.
            - Upon completion will be sent to Regional Conservation Authority and Wildlife Agencies with anticipated review time of 60 days.
        - Jurisdictional Delineation - Complete
    - Staff currently flying Request for Qualifications (RFQ) in order to pre-qualify prospective bidders.
        - RFQ's have been submitted and are currently under staff review – Complete.
    - Draft environmental document expected to be publicly noticed when DBESP review is complete.

- Line 2, Stage 1 Drainage Project
    - Cooperative funding agreement was approved by CC on 09/01 and also approved from Riverside County Board of Supervisors
    - ~~Beaumont staff and Riverside County Flood Control (RCFC) interviewed the top 3 consultants the week of 09/14-09/18~~
    - Professional Services Agreement awarded to EXP at the 12/15/2020 CC meeting.
    - Project has kicked off. Consultant initial step is to address any downstream limitations (Seneca wash) and identify potential mitigations.

- Second Street Extension
  - Phase 1 of project complete which included
    - Preliminary design
    - Preliminary cost estimate
    - Preliminary environmental assessment
  - Phase 2 of project kicked off as authorized by CC on 03/16/21 meeting.

- By the Numbers ~ Running 12 month total of permits and inspections
  - Includes the following:
    - Encroachment permits issued.
    - Offsite improvement permits associated with residential developments issued.
    - Offsite improvement permits associated with commercial developments issued.
    - Commercial development inspections.
    - Residential development inspections.
    - Commercial development plan checks.
    - Residential development plan checks.

PUBLIC WORKS
MONTHLY PERMIT INFORMATION
RUNNING 12 MONTHS



	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
Permit Information												
Encroachment - Issued	22	31	19	12	22	14	9	14	7	21	24	11
Residential Improvements	0	2	1	3	4	5	6	0	3	0	8	5
Commercial Improvements	0	1	1	0	4	0	1	3	1	0	0	0
TOTAL	22	34	21	15	30	19	16	17	11	21	32	16
Inspections												
Commercial	106	79	97	53	109	86	73	35	48	31	40	50
Residential	184	106	106	87	101	134	97	177	78	104	132	201
TOTAL	290	185	203	140	210	220	170	212	126	135	172	251
Plan Checks												
Commercial	18	21	12	14	15	10	46	6	4	14	10	6
Residential	14	29	27	49	45	25	16	38	35	37	40	40
TOTAL	32	50	39	63	60	35	62	44	39	51	50	46

FY 20/21
FY 19/20

This information is gathered from monthly reports and inspection records. Permits issued as of April 30, 2021.