

For further information on an agenda item, please contact the City at 12363 Limonite Ave.
Suite 910, Eastvale, CA 91752

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EASTVALE
Wednesday, March 26, 2014
6:30 P.M.

Rosa Parks Elementary School, 13830 Whispering Hills Drive

1. **CALL TO ORDER:** 6:30 p.m.

2. **ROLL CALL/INVOCATION /PLEDGE OF ALLEGIANCE:**

Council Members – Ric Welch, Jeff DeGrandpre, William Link
Mayor Pro Tem – Adam Rush
Mayor – Ike Bootsma

Invocation led by Pastor Rick Morris with The Crossings Church.

3. **PRESENTATIONS/ANNOUNCEMENTS:**

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

There are no Presentations/Announcements.

4. **PUBLIC COMMENT/CITIZEN PARTICIPATION:**

This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Although voluntary, we ask that you fill out a "Speaker Request Form", available at the side table. The completed form is to be submitted to the City Clerk prior to being heard. Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.

5. **CONSENT CALENDAR:**

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to two (2) minutes each with a maximum of (6) minutes.

5.1 **Consideration of Resolution Of Intent To Grant Franchise Ordinance With Southern California Gas Company.**

Recommendation: Approve Resolution No. 14-15, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, DECLARING ITS INTENTION TO GRANT A GAS FRANCHISE TO THE SOUTHERN CALIFORNIA GAS COMPANY.

5.2 Acceptance of Public Improvements of Tract 32491 – D.R. Horton – Northeast Quadrant of Schleisman & Hellman.

Recommendation: 1) Adopt Resolution No. 14-16, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT 10-0121 (TRACT 32491) D.R. HORTON; and

5.3 Approval of Final Map No. 36423 – D.R. Horton – Northwest Corner of Archibald Avenue And 65th Street.

Recommendation: 1) Adopt Resolution No. 14-17, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, APPROVING THE FINAL MAP NO. 36423; and

2) Authorize the City Manager to execute the Subdivision Improvement Agreement – Project No. 11-0558.

5.4 Improvement and Credit/Reimbursement Agreement for Transportation Uniform Mitigation Fee Program For Tract 34014.

Recommendation: Approve the Improvement and Credit/Reimbursement Agreement for Transportation Uniform Mitigation Fee Program between the City of Eastvale and D.R. Horton for improvements associated with Tract 34014.

5.5 Project Agreement With D.R. Horton For Mira Loma Road And Bridge Benefit District Credit For Schleisman Road Improvements (TR34014).

Recommendation: Approve the Project Agreement with D.R. Horton for Mira Loma Road and Bridge Benefits District credit for Schleisman Road Improvements (TR34014).

5.6 Project Agreement For Fee Credit/Reimbursement of Traffic Signal Improvements at Schleisman Road And Hamner Avenue.

Recommendation: Approve the Project Agreement for fee credit/reimbursement of traffic signal improvements at Schleisman and Hamner Avenue (Tract 34014).

5.7 Statement of Revenue & Expense (Unaudited) – January 2014 and February 2014.

Recommendation: Receive and file.

5.8 Warrant Register.

Recommendation: Approve the payment of Warrants (check numbers 11927 through 11981, and wire numbers W00224 to W00241, for a total amount of \$1,282,846.82, and payroll in the amount of \$66,767.21).

5.9 Warrants for City Council Related Items.

Recommendation: Approve the payment of Warrants (check number 11982, and wire number W00231 in the amount of \$881.33).

6. PUBLIC HEARINGS:

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.***

There are no Public Hearings items.

7. OLD BUSINESS ITEMS:

*Public comment will be called for each item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed you may not further speak on the matter unless the City Council requests further clarification of your statement. **Public comment is limited to two (2) minutes with a maximum of six (6) minutes.***

There are no Old Business Items.

8. NEW BUSINESS ITEMS:

*Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to two (2) minutes with a maximum of six (6) minutes.***

8.1 Appointment of Planning Commissioner To The Economic Development Committee.

Recommendation: Appoint a Planning Commissioner to the Economic Development Committee.

8.2 Appointment Of City Council Member To Replace Kelly Howell On The Eastvale Community Foundation Board Of Directors.

Recommendation: Approve appointment of Council Member Ric Welch to the Eastvale Community Foundation Board of Directors.

8.3 Council Direction To Staff On The Land Use Program For The Leal Specific Plan.

Recommendation: Staff recommends that the City Council direct staff to proceed with the creation of a Vision Plan and Specific Plan that reflects the land use program described earlier in this report.

9. CITY MANAGER'S REPORT:

10. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

This is an opportunity for the Mayor and City Council Members to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

11. CLOSED SESSION:

There are no closed session items.

12. ADJOURNMENT:

The next regular meeting of the Eastvale City Council will be held on April 9, 2014 at 6:30 p.m. at Rosa Parks Elementary School.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City of Eastvale. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

POSTING STATEMENT:

I, Ariel M. Hall, Assistant City Clerk or my designee hereby certify that a true and correct, accurate copy of the foregoing agenda was posted March 20, 2014, seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

Eastvale City Hall 12363 Limonite Ave. Suite 910

Rosa Parks Elementary School 13830 Whispering Hills Drive

Eastvale Library 7447 Scholar Way

City of Eastvale Website, www.eastvaleca.gov



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

1. CALL TO ORDER



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

2. *ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

3. PRESENTATIONS/ANNOUNCEMENTS



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

4. PUBLIC COMMENT/CITIZEN PARTICIPATION



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS, CITY MANAGER

**SUBJECT: CONSIDERATION OF RESOLUTION OF INTENT TO GRANT
FRANCHISE ORDINANCE WITH SOUTHERN CALIFORNIA
GAS COMPANY**

**RECOMMENDATION: APPROVE RESOLUTION NO. 14- 15, ENTITLED: A
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, DECLARING IT'S INTENTION TO GRANT A GAS FRANCHISE TO
THE SOUTHERN CALIFORNIA GAS COMPANY**

BACKGROUND/DISCUSSION:

Pursuant to Public Utilities Code Section 6232, upon receipt of the application the City Council may pass a resolution declaring its intention to grant the franchise applied for, stating the character of the franchise, setting forth a notice of the day, hour, and place when and where all persons having any objection to the granting thereof may appear before the City Council and be heard thereon, and directing the City Clerk to publish the notice at least once within fifteen (15) days after the passage of the resolution in a newspaper of general circulation within the municipality.

The time fixed for the hearing shall be not less than twenty (20) nor more than sixty (60) days after the date of the passage of the resolution.

The Southern California Gas Company has made application for a franchise to construct, maintain and use pipes and appurtenances for transmitting and distributing gas for any and all lawful purposes in, along, across, upon, and under the public streets and places within the City of Eastvale. Should the City Council approve this Resolution, a public hearing will be scheduled for April 23, 2014 wherein the Council will consider the Ordinance granting this proposed franchise and allowing persons to be heard.

The City and Southern California Gas Company have negotiated the terms and conditions of the proposed Franchise and have reached mutual agreement prior to the public hearing date.

FISCAL IMPACT:

The City of Eastvale will receive annual franchise fees in accordance with the terms and conditions of the proposed Franchise Agreement with Southern California Gas Company.

ATTACHMENTS:

1. Resolution No. 14-15

Prepared by: Carol Jacobs, City Manager
Reviewed by: John Cavanaugh, City Attorney

RESOLUTION NO. 14-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, DECLARING ITS INTENTION TO GRANT A GAS FRANCHISE TO
THE SOUTHERN CALIFORNIA GAS COMPANY**

THE CITY COUNCIL OF THE CITY OF EASTVALE DOES RESOLVE AS
FOLLOWS:

SECTION 1. Declaration of Intent to Grant Franchise. The City Council hereby declares its intent to grant a franchise of the character specified in Section 2 to the Southern California Gas Company.

SECTION 2. Character of the Franchise. The franchise shall be a franchise, pursuant to the Franchise Act of 1937, to construct, maintain and use pipes and appurtenances for transmitting and distributing gas for any and all lawful purposes in, along, across, upon, and under the public streets and places within the City of Eastvale.

SECTION 3. Hearing of Objections. A hearing shall be held on April 23, 2014 at the hour of 6:30 p.m. at 13830 Whispering Hills Drive, Eastvale, California, where all persons having any objection to the granting of the franchise may appear before the City Council and be heard thereon.

SECTION 4. Notice of Hearing. The City Clerk is hereby directed to publish at least once within fifteen (15) days after the passage of this resolution, in a newspaper of general circulation published nearest to the City, a notice in the following form:

“NOTICE OF INTENTION TO GRANT FRANCHISE”

NOTICE IS HEREBY GIVEN that Southern California Gas Company, a California corporation, has filed an application with the City Council of the City of Eastvale, requesting that the City Council grant it a franchise, pursuant to the Franchise Act of 1937, to construct, maintain and use pipes and appurtenances for transmitting and distributing gas for any and all lawful purposes in, along, across, upon, and under the public streets and places within the City of Eastvale.

If such franchise shall be granted, the Southern California Gas Company, its successors and assigns, hereinafter designated Grantee, during the term of such franchise will pay to the City a sum annually which shall be equivalent to two percent (2%) of the gross annual receipts of such Grantee arising from the use, operation, or possession of such franchise; except provided that this payment shall not be less than one percent (1%) of the gross annual receipts derived by

the Grantee from the sale of gas within the limits of the City. The City Council proposes to grant such franchise.

NOTICE IS HEREBY FURTHER GIVEN that any and all persons having any objections to the granting of such franchise may appear before the City Council at 13830 Whispering Hills Drive, Eastvale, California, at the hour of 6:30 p.m. on Wednesday, the 23rd day of April, 2014, and be heard thereon; and

NOTICE IS HEREBY FURTHER GIVEN that at any time not later than the hour set for hearing objections, any person interested may make written protest stating objections against the granting of such franchise; which protest must be signed by the protestant and be delivered to the City Clerk. The City Council at the time set for hearing such objections shall proceed to hear and pass upon all protests so made.”

PASSED, APPROVED AND ADOPTED this 26th day of March, 2014.

Ike Bootsma, Mayor

Attest:

Ariel Hall, Assistant City Clerk

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel Hall, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 14-15 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 26th day of March, 2014, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel Hall



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: ACCEPTANCE OF PUBLIC IMPROVEMENTS OF TRACT 32491 -
D.R. HORTON – NORTHEAST QUADRANT OF SCHLEISMAN &
HELLMAN

RECOMMENDATION: 1) ADOPT RESOLUTION NO. 14-16, ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT 10-0121 (TRACT 32491) D.R. HORTON

BACKGROUND:

D.R. Horton, the subdivider, has entered into a Subdivision Improvement Agreement with the County of Riverside to complete public improvements as part of the subject-referenced subdivision map.

The City Public Works staff, in conjunction with the County Transportation Department staff, has completed the inspections of the public improvements and is recommending that the improvements be accepted at this time. Upon acceptance, the accepted improvements will automatically enter into a one-year warranty period as required by the Subdivision Improvement Agreement.

DISCUSSION:

Upon acceptance, the County Transportation Department (security holder) will release the improvement securities related to this project, in accordance with the Subdivision Improvement Agreement as follows:

| Security to be Released | Time of Release |
|-------------------------------------|---|
| Faithful Performance Security | After Council Acceptance |
| Labor & Material (Payment) Security | 120 Days After Council Acceptance provided no claims have been filed. |
| Warranty Security | 365 Days after Council Acceptance; provided that all warranty issues are satisfied. |

FISCAL IMPACT:

The costs associated with the maintenance of the City's infrastructure will be paid from Gas Tax and Measure A Funds.

ATTACHMENTS:

1. Resolution 14-16
2. Exhibit 'A' - Site Map

Prepared by: Ruben Castaneda, Assistant Engineer
Reviewed by: George Alvarez, City Engineer
Carol Jacobs, City Manager
John Cavanaugh, City Attorney

RESOLUTION NO. 14-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE,
CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS
FOR PROJECT 10-0121 (TRACT 32491) D.R. HORTON**

WHEREAS, D.R. Horton proposed a development of Tract 32491 which included, in part, the construction of public improvements; and

WHEREAS, in December 2009 the Riverside County Board of Supervisors approved the final map for Tract 32491 and had not accepted the public improvements; and

WHEREAS, upon incorporation, Tract 32491 is located within the City of Eastvale; and

WHEREAS, D.R. Horton completed the public improvements and the City is ready to accept the improvements; and

THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Eastvale hereby accepts the completed required public improvements, subject to the conditions of the Subdivision Improvement Agreements for the following project:

- Tract 32491, D.R. Horton

BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of Eastvale, hereby directs staff to file a Notice of Completion for said improvements.

PASSED, APPROVED AND ADOPTED this 26th day of March, 2014.

Attest:

Ariel Hall, Assistant City Clerk

Ike Bootsma, Mayor

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel Hall, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 14-16 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 26th day of March, 2014, by the following called vote:

AYES:

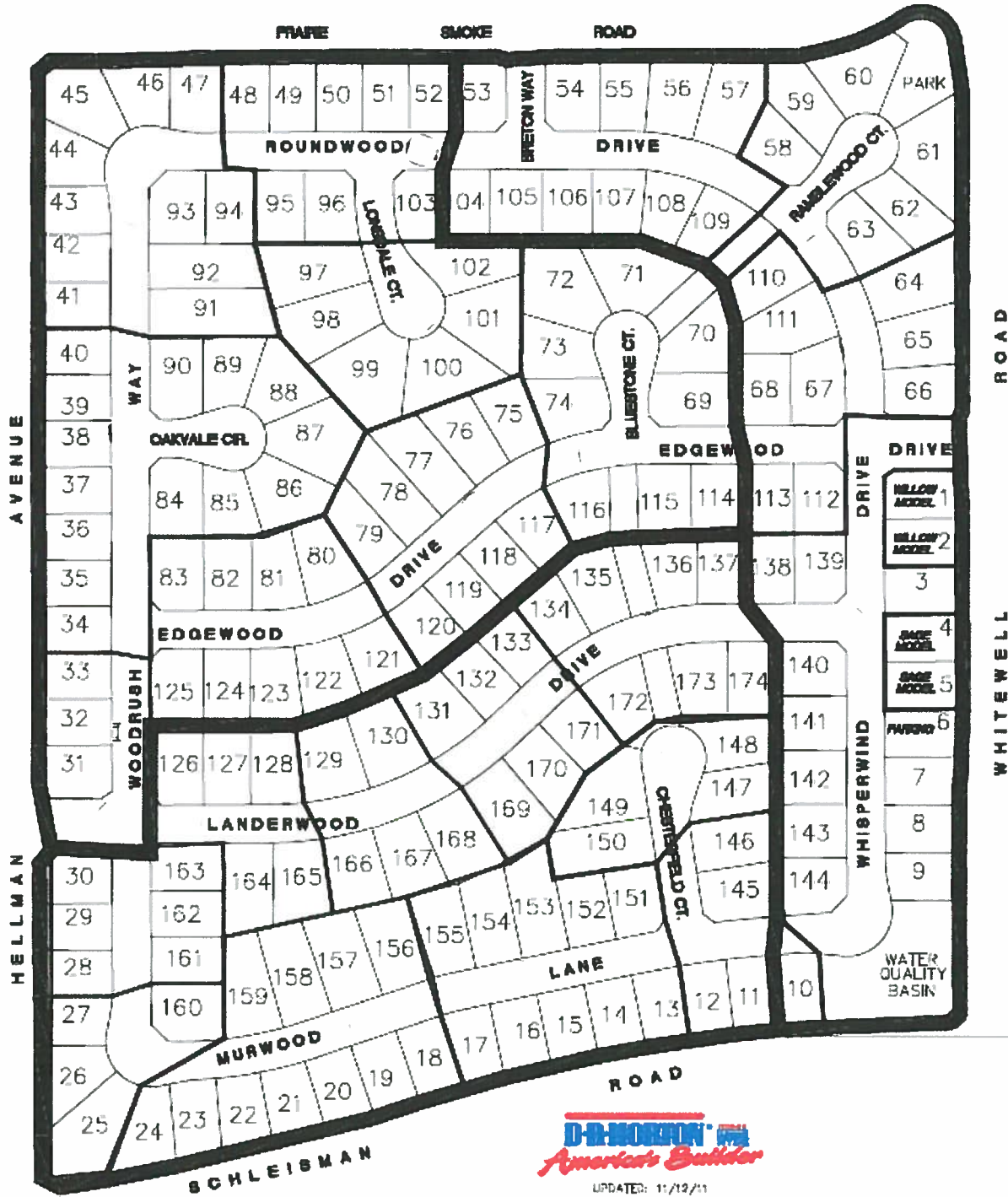
NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel Hall

SEDONIA TRACT 32491 CITY OF EASTVALE



DR-MORRIS
America's Builder
UPDATED: 11/12/11

EXHIBIT 'A'



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

**SUBJECT: APPROVAL OF FINAL MAP NO. 36423 – D. R. HORTON –
NORTHWEST CORNER OF ARCHIBALD AVENUE AND 65TH
STREET**

**RECOMMENDATION: 1) ADOPT RESOLUTION NO. 14-17, ENTITLED: A
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EASTVALE, CALIFORNIA, APPROVING THE FINAL MAP
NO. 36423; AND 2) AUTHORIZE THE CITY MANAGER TO
EXECUTE THE SUBDIVISION IMPROVEMENT
AGREEMENT - PROJECT NO 11-0558**

BACKGROUND:

Staff has reviewed and recommends approval of Final Map No. 36423 consisting of 49.56-gross acres, with 224 residential lots and 18 lettered lots dedicated as rights-of-way. This Final Map has been examined and checked for compliance with City of Eastvale ordinances and the State of California Subdivision Map Act. The City Engineer has checked the Final Map for substantial compliance with the Tentative Tract Map 36423 approved on May 8, 2013.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. All of the bonds and insurance required under this agreement have been satisfactorily provided. Public Rights-of-Way and Public Easements are included for dedication. An acceptable Soils Report required by the Subdivision Map Act has also been provided, and the monuments shown on the Final Map will be set by the project surveyors and field verified by City staff. All Conditions of Approval have been satisfied or will be satisfied upon completion of the improvements required and secured within the Subdivision Improvement Agreement and associated bonds.

DISCUSSION:

Tentative Tract Map 36423 was approved with conditions by the City Council on May 8, 2013 and is located at the northwest corner of Archibald Avenue and 65th Street. Improvements associated with this tract include the widening of Archibald Avenue (west side) north of 65th Street to the project limits and the associated water, sewer, and drainage improvements, as well as the internal public streets and utilities. A portion of the Archibald Avenue center median cannot be constructed in conjunction with the roadway improvements due to the reduced right-of-way north of the project limits. As a result, D.R. Horton has made a payment to the City of Eastvale in lieu of the median

construction. The City of Eastvale will utilize these funds when the roadway conditions allow the construction of the median.

This project has been graded and D. R. Horton is planning to construct the required public improvements within this year. D. R. Horton anticipates to pull building permits for their production homes in the coming months, and that requires the recordation of Tract Map 36423 that is before the Council this evening.

FISCAL IMPACT:

There will be no impact to the General Fund. Long term maintenance of the public streets and appurtenances is the City's obligation and funding from Gas Tax and Measure A (maintenance) will be used to meet this obligation.

ATTACHMENT:

1. Resolution 14-17
2. Subdivision Improvement Agreement
3. Exhibit 'A' - Final Map No. 36423

Prepared by: Joe Indrawan, Deputy City Engineer
Reviewed by: George Alvarez, City Engineer
Carol Jacobs, City Manager
John Cavanaugh, City Attorney

RESOLUTION NO. 14-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA,
APPROVING THE FINAL MAP FOR SUBDIVISION NO. 36423 (Project 11-0558)**

BE IT RESOLVED AND ORDERED, that the City Council of the City of Eastvale pursuant to Government Code Section 66458, hereby approves the Final Map for Subdivision No. 36423, a copy of which is hereby attached and made part of this Resolution; submitted at the Eastvale City Council meeting in connection with **D. R. Horton Los Angeles Holding Company, Inc., a California Corporation**;

BE IT FURTHER RESOLVED AND ORDERED, that the City Council of the City of Eastvale hereby approves the Subdivision Agreement for Subdivision No. 36423 with D. R. Horton and authorizes the Mayor to sign the agreement on behalf of the City Council.

PASSED, APPROVED AND ADOPTED this 26th day of March, 2014.

Attest:

Ariel Hall, Assistant City Clerk

Ike Bootsma, Mayor

Approved as to form:

John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF EASTVALE)

I, Ariel Hall, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 14-17 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 26th day of March, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Assistant City Clerk, Ariel Hall

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383 & 6103)

CITY OF EASTVALE
Attn: Assistant City Clerk
12363 Limonite Ave. Suite 910
Eastvale, California 91752

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 36423**

By and Between

**THE CITY OF EASTVALE,
a municipal corporation**

and

**D.R. HORTON LOS ANGELES HOLDING COMPANY,
a California Corporation**

DATED _____, 2014

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 36423

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this ____ day of _____, 2014 by and between the City of Eastvale, a municipal corporation (“City”) and D.R. Horton Los Angeles Holding Company, a California Corporation (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 36423. On May 22, 2013, the County of Riverside (predecessor to the City) conditionally approved Tract No. 36423.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the Eastvale Municipal Code, the conditions of approval for Tract Map No. 36423, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the Eastvale Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefore, acceptable to the City Engineer and City Attorney, for Tract Map No. 36423.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10, and as amended.

E. Pursuant to the Government Code, Owner’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 36423.

DEFINED TERMS

“**Developer**” shall mean D.R. Horton Los Angeles Holding Company, a California Corporation. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“**Estimated Costs**” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation Expenses” shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

“Map Act” shall mean the Subdivision Map Act, Government Code Sections 66410 et seq., and as amended.

“Tract No 36423.” shall mean the tract map prepared and approved by the City for Tract No. 36423.

“Property” shall mean the all of the real property contained within the boundaries of Tract No. 36423 located in the City of Eastvale, California, as is more particularly described in the legal description and parcel diagram attached hereto and incorporated hereby by reference at Attachment “A”.

“Public Improvements” shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 36423 and as shown in detail on he plans, and specifications which have been approved by the City and incorporated into Tract No. 36423 . The Parties agree that the Public Improvements to be completed by Owner are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B. Notwithstanding, Attachment “B”, Owner shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Map No. 36423.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 17.

“Security” shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

“Warranty” shall mean the one year period following completion of the Public Improvements by Owner and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the Recitals, mutual promises and covenants made by the parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Owner provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City of Eastvale ("City Council") approves the final map for Tract No. 36423 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder's Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the Final Map for Tract No. 36423 in the Recorder's Office of the County of Riverside.

Upon the final completion and acceptance by City of the required Public Improvements under this Agreement, City will execute and record a Release of Agreement.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its sole cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement and to the satisfaction of the City Engineer. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the developer of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Owner's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the Assistant City Clerk and the City Engineer, signed by Owner and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the City requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Owner's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such

maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within two years (24 months) following approval of the final map for Tract No. 36423.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppels, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 36423 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 36423 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the

requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 36423, or as required by other governmental agencies having jurisdiction over Tract No. 36423.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion in content substantially similar to that required under California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefore. Any security furnished by the Developer in connection with the construction of the Public Improvements which are accepted by the City either in total or partially shall be release in whole or in part pursuant to Government Code Section 66499.7, as amended.

10.2 **City Acceptance of Public Improvements.** If Tract No. 36423 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements; provided, however that City shall provide partial release of security as set forth in Section 12.2 of this Agreement

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds or other security in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond or Other Security.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond or other security in the amount of One Million, Six Hundred

Ninety Eight Thousand Dollars (\$1,698,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 36423, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. Except as otherwise set forth in this Section 12.2, the process for partial release of the Security shall be in accordance with Government Code Section 66499.7, as amended. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 36423.

12.3 **Labor & Material Bond or Other Security.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond or other security in the amount of Eight Hundred Forty Nine Thousand Dollars (\$849,000.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The amount of such Security may be reduced to the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims. If no claims have been recorded, the Security shall be released in full in accordance with Government Code Section 66499.7, as amended.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of

the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

12.7 Survey Monument Bond or Other Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer of record or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 36423 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall provide City a Survey Monument Bond or other security in the amount of Twenty Four Thousand Dollars (\$ 24,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the Engineer of Record or Surveyor. Said Bond or other security may be released by written request of the Engineer of Record or Surveyor after all required Subdivision Monuments have been set, accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer of record or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 36423

13. SIGNS AND ADVERTISING. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures, including the summary removal by City, without notice to Developer, of all such signs or other advertising structures erected, placed, or situated in violation of those City ordinances, regulations, or other requirements. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

14. INDEMNIFICATION. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

15. INSURANCE.

15.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

15.1.1 **General Liability.** Developer shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence and \$6,000,000 in aggregate for bodily injury, personal injury, and property damage. Developer's contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury, personal injury, and property damage.

15.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

15.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

15.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

15.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

15.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

15.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

15.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance **and** endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

15.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-VII.

16. **DEFAULT; NOTICE; REMEDIES.**

16.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Owner to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Should Developer fail to commence the required work within 10 days, or 24 hours, as applicable under this Section 16.1, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

16.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or

its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

16.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently, cumulatively, or in any manner authorized under law or in equity. City may institute an action for damages, injunctive relief, or specific performance.

17. GENERAL PROVISIONS.

17.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

17.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

17.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Eastvale
Attn: City Engineer
12363 Limonite Ave. Suite 910
Eastvale, California 91752

DEVELOPER:

D.R. Horton Los Angeles Holding Company
Attn: Keith Alex, Vice President
2280 Wardlow Circle, Suite 100
Corona, Ca. 92880

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

17.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or the design and construction of the Public Improvements t, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or the design and construction of the Public Improvements.

17.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

17.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

17.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

17.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

17.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 36423, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

17.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

17.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF EASTVALE,
a Municipal Corporation
of the State of California**

By: _____
**Carol Jacobs
City Manager**

ATTEST:

**Ariel Hall
Assistant City Clerk**

APPROVED AS TO FORM:

**John E. Cavanaugh
City Attorney**

DEVELOPER

D.R. Horton Los Angeles Holding Company, a California Corporation

By: Keith Alex

By: Barbara M. Murakami



Its: Vice President



Its: Assistant Vice President

INSTRUCTIONS: If the Developer is a corporation, the Agreement must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary and the corporation seal affixed. If the Developer is a partnership, it must be signed by all partners. If the Developer is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The Agreement must be notarized by the Developer.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

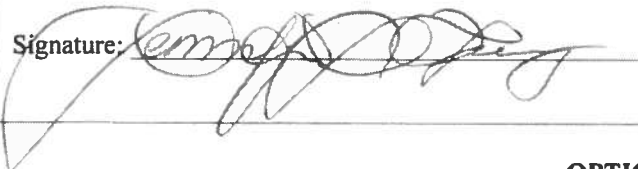
COUNTY OF RIVERSIDE

On February 24, 2014 before me, Jennifer L. O'Leary, a Notary Public personally appeared Barbara M. Murakami and Keith Alex, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 36423

All that certain real property situated in the County of Riverside, State of California, described as follows;

Proposed Tract Map No. 36423, being a Subdivision of the following described land:

Parcel C, in the City of Eastvale, County of Riverside, State of California, as shown on Notice of Lot Line Adjustment No. 05152, as evidenced by document recorded July 13, 2007 as Instrument No. 2007-0458919 of Official Records, being more particularly described as follows:

Being a portion of the Northeast Quarter of Section 27, Township 2 South, Range 7 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown on a record of survey filed in Book 34, Page 81 Record of Surveys in the Office of the County Recorder of said County, more particularly described as follows:

Beginning at the Southeast corner of Parcel 2 as shown on said Record of Survey;

Thence along the Southerly line of said Parcel 2 also being the Southerly line of said Northeast Quarter of Section 27, South 89°45'30" West, 2495.96 feet to the Southwest corner of said Parcel 2;

Thence along the Westerly line of said Parcel 2 North 00°26'30" West 176.91 feet to a 8900.00 foot radius curve, concave Easterly;

Thence Northerly along said curve and said Westerly line of Parcel 2 through a central angle of 01°25'29" an arc distance of 221.32 feet to a line parallel with and 7.50 feet Northwesterly of the centerline of a 120.00 foot wide easement to Southern California Edison as described in document recorded January 25, 1952 in Book 1336, Page 397, of Official Records of said County;

Thence along said parallel line North 69°11'38" East, 2664.19 feet to the Westerly right of way line of Archibald Avenue, 60.00 feet wide, as shown on said Record of Survey;

Thence along said Westerly right of way line South 00°15'00" East, 1334.04 feet to the point of beginning.

Excepting therefrom all minerals, coal, carbons, hydrocarbons, oil, gas, chemical, elements and compounds whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the property but without the right to use the property or extract minerals or other substances from property above a depth of 500 feet, and without the right of surface entry, as reserved in the deed from the Corporation of the presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, recorded August 20, 2002 as Instrument No. 2002-460147 of Official Records.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 36423

1. Tract No. 36423 – JCSD Onsite Sewer & Water Improvement Plans – 14 Sheets – VSL Engineering
2. Tract No. 36423 – City of Eastvale Street Improvement and Storm Drain Plans – 31 Sheets – VSL Engineering
3. Tract No. 36423 – City of Eastvale Street Light Plan – 1 Sheet – VSL Engineering
4. Tract No. 36423 – City of Eastvale Signing & Striping Plan – 2 Sheets – VSL Engineering
5. Tract No. 36423 – City of Eastvale Traffic Signal Modification Plan – 1 Sheet – THW Engineering, Inc.
6. Various Dry Utility Plans (Gas, Electrical, Phone And Cable Television) – Various Engineers/Designers
7. Approved Revisions To All Plans Listed And Subsequent Addition To Plans/Improvements As Supported By Field Conditions And Conditions Of Approvals – Various Engineers, Architects and Designers

EXHIBIT "C"

SURETY BONDS OR OTHER SECURITY

TRACT NO. 36423

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Owner has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND OR OTHER SECURITY PRINCIPAL AMOUNT: \$ 1,698,000.00

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Anett Cardinale

Address: 2055 Sugarloaf Circle
Duluth, GA 30097
Phone: (888) 557-0524

MATERIAL AND LABOR BOND OR OTHER SECURITY PRINCIPAL AMOUNT: \$ 849,000.00

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Anett Cardinale

Address: 2055 Sugarloaf Circle
Duluth, GA 30097
Phone: (888) 557-0524

SURVEY MONUMENT BOND OR OTHER SECURITY PRINCIPAL AMOUNT: \$ 24,000.00

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Anett Cardinale

Address: 2055 Sugarloaf Circle
Duluth, GA 30097
Phone: (888) 557-0524

BOND NO. 016059440
INITIAL PREMIUM: \$7,217.00
SUBJECT TO RENEWAL
"The Trails"

CITY OF EASTVALE
PROJECT NO. 11-0558 SUBDIVISION IMPROVEMENT BOND
(Faithful Performance)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California ("City") and D.R. Horton Los Angeles Holding* ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Tract No. 36423 ("Public Improvements"); * Company, Inc.

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2014 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of MA, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of One Million, Six Hundred Ninety Eight Thousand Dollars (\$1,698,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, Florida, this 20th day of February, 2014 .

D.R. Horton Los Angeles
Holding Company, Inc.
Principal

By: Barbara M Murakami
Its: Managing Member

Barbara M Murakami
(print name)

Liberty Mutual Insurance Company
Surety

By: [Signature]
Attorney-In-Fact

Anett Cardinale
(print name)

C/O WILLIS OF FLORIDA
4211 W. BOY SCOUT BLVD. #1000
TAMPA, FL 33607
INQUIRIES: (813)281-2095

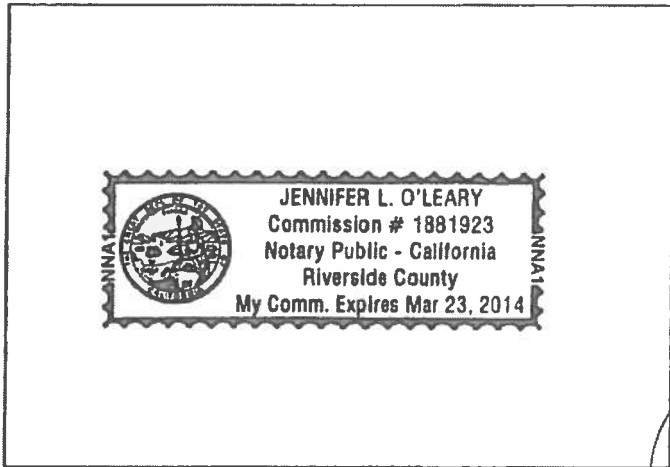
INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.

California All-Purpose Acknowledgement

State of California }
County of Riverside

On February 24, 2014 before me, Jennifer L. O'Leary, a Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

ACKNOWLEDGEMENT BY SURETY

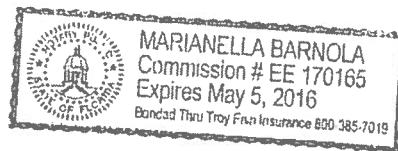
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 20th day of February, 2014 before me, personally came **Anett Cardinale**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Liberty Mutual Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Marianella Barnola



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6156582

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Anett Cardinale; Carol H. Hermes; David H. Carr; Eileen C. Heard; Linda Horn; Margaret A. Ginem

all of the city of Tampa, state of FL each individually If there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of June, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such Instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such Instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 2014.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND NO. 016059440
INITIAL PREMIUM: Included with Faithful Performance
SUBJECT TO RENEWAL
"The Trails"

CITY OF EASTVALE

PROJECT NO. 11-0558 SUBDIVISION IMPROVEMENT BOND

(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale California ("City") and D.R. Horton Los Angeles Holding* ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments, and all other required facilities for Tract No.36423 ("Public Improvements"); * Company, Inc.

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2014 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Eight Hundred Forty Nine Thousand Dollars (\$849,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.


Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, Florida, this 20th day of February, 2014.

D.R. Horton Los Angeles
Holding Company, Inc.
Principal

Liberty Mutual Insurance Company
Surety

By: 
Its: Managing Member

By: 
Attorney-In-Fact

Barbara M. Murakami
(print name)

Anett Cardinale
(print name)

C/O WILLIS OF FLORIDA
4211 W. BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES: (813)281-2095

INSTRUCTIONS

1. **The above bond must be executed by both the Principal and the Surety.**
2. **If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.**
3. **The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.**

California All-Purpose Acknowledgement

State of California }
County of Riverside

On February 24, 2014 before me, Jennifer L. O'Leary, a Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1
[Blank box for thumbprint]

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2
[Blank box for thumbprint]

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

ACKNOWLEDGEMENT BY SURETY

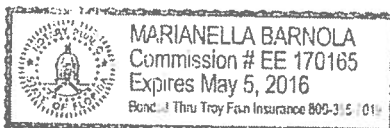
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 20th day of February, 2014 before me, personally came **Anett Cardinale**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Liberty Mutual Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Marianella Barnola



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6156583

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; Carol H. Hermes; David H. Carr; Eileen C. Heard; Linda Horn; Margaret A. Ginem

all of the city of Tampa, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of June, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter or credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND NO. 016059439
INITIAL PREMIUM: \$102.00
SUBJECT TO RENEWAL
"The Trails"

CITY OF EASTVALE

PROJECT NO. 11-0558 SUBDIVISION IMPROVEMENT BOND

(Survey Monument)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California ("City") and D.R. Horton Los Angeles Holding*("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Tract No. 36423 ("Public Improvements"); * Company, Inc.

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2014 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of MA, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Twenty Four Thousand Dollars (\$24,000.00), said sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the Engineer of Record or Surveyor as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, Florida, this 20th day of February, 2014.

D.R. Horton Los Angeles
Holding Company, Inc.

Principal

Liberty Mutual Insurance Company

Surety

By: *Barbara M. Murakami*
Its: Managing Member

By: *Anett Cardinale*
Attorney-In-Fact

Barbara M. Murakami
(print name)

Anett Cardinale
(print name)

C/O WILLIS OF FLORIDA
4211 W. BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES: (813)281-2095

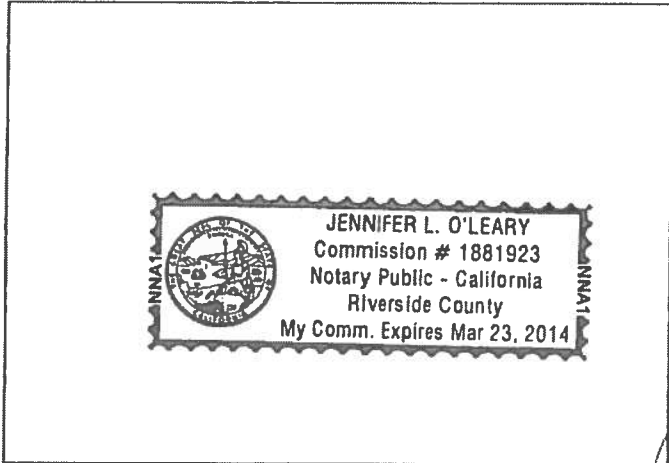
INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.

California All-Purpose Acknowledgement

State of California }
County of Riverside

On February 24, 2014 before me, Jennifer L. O'Leary, a Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Notary Public Signature (handwritten signature)

OPTIONAL

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other than Named Above:

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing:

Thumbprint of Signer 2

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing:

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 20th day of **February, 2014** before me, personally came **Anett E. Cardinale**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Liberty Mutual Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Marianella Barnola



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6156581

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; Carol H. Hermes; David H. Carr; Eileen C. Heard; Linda Horn; Margaret A. Ginem

all of the city of Tampa, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of June, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

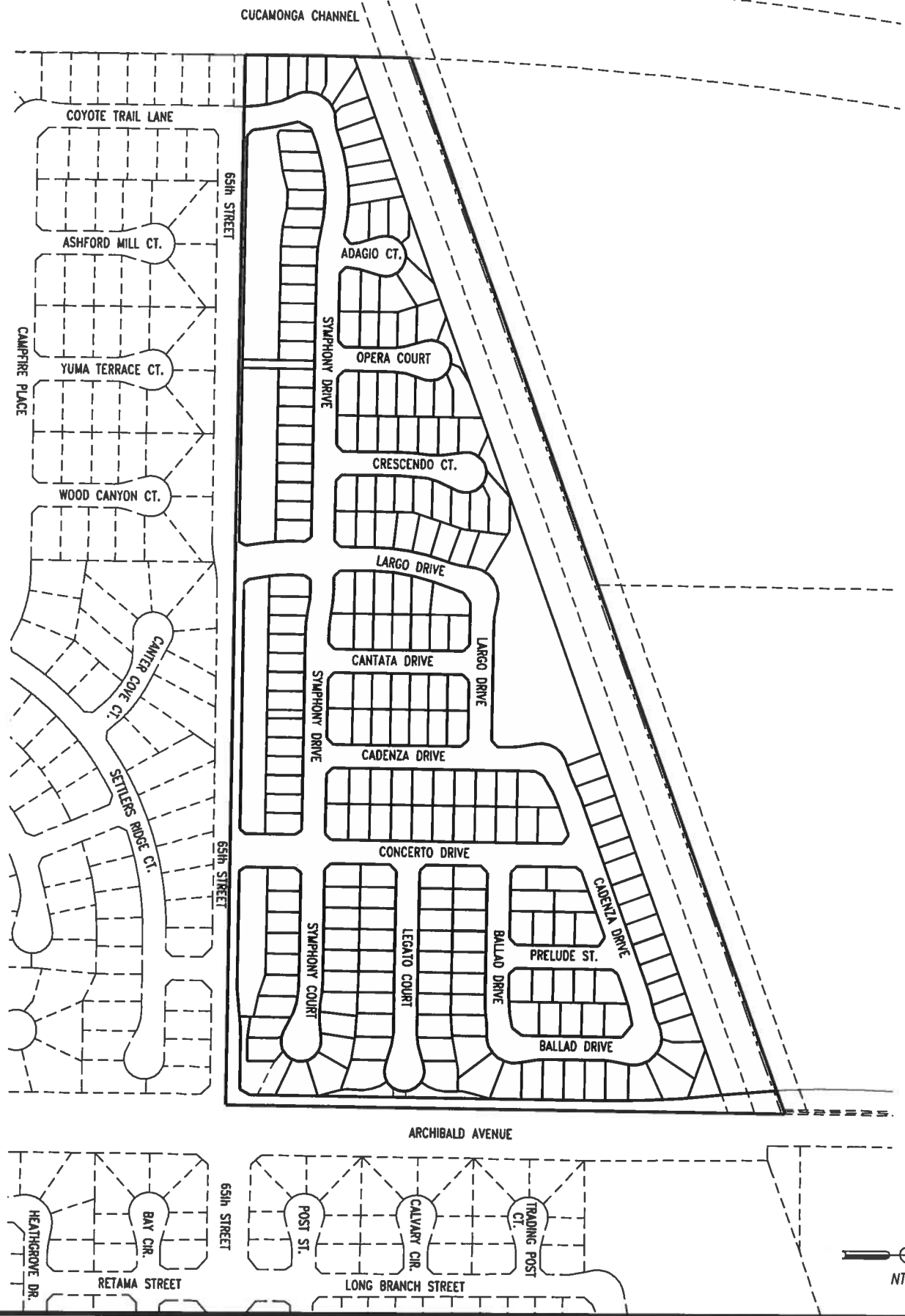


EXHIBIT "A"
TENTATIVE TRACT NO. 36423
CITY OF EASTVALE, CALIFORNIA

VSL ENGINEERING
 31805 TEMECULA PKWY., # 129, TEMECULA, CA. 92592
 TEL. (951) 296-3930, FAX. (888) 537-1396



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

**SUBJECT: IMPROVEMENT AND CREDIT/REIMBURSEMENT
AGREEMENT FOR TRANSPORTATION UNIFORM
MITIGATION FEE PROGRAM FOR TRACT 34014**

**RECOMMENDATION: APPROVE THE IMPROVEMENT AND
CREDIT/REIMBURSEMENT AGREEMENT FOR TRANSPORTATION UNIFORM
MITIGATION FEE PROGRAM BETWEEN THE CITY OF EASTVALE AND DR
HORTON FOR IMPROVEMENTS ASSOCIATED WITH TRACT 34014.**

BACKGROUND:

Tentative Tract Map 34014 was conditionally approved by the County of Riverside in 2007. One of the conditions of approval is the construction of alignment/widening improvements to Schleisman Road.

The Transportation Uniform Mitigation Fee (TUMF) Ordinance requires Developer payment of a fair share cost to construct transportation improvements, mitigating project generated traffic impacts that burden the Regional System of Highways and Arterials. The Ordinance allows the Developer to receive a credit, or offset, when the Developer constructs eligible Regional System Improvements.

The Developer, DR Horton, has requested to enter into an Improvement and Credit/Reimbursement Agreement with the City of Eastvale for the following purposes:

(1) To provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the Agency, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

DISCUSSION:

The attached Improvement and Credit / Reimbursement Agreement provides a means by which the Developer, DR Horton, becomes eligible for credit and/or reimbursement for Developer's construction cost of six lanes and right-of-way. The TUMF Nexus Study identifies improvement of six new lanes for the Schleisman Road realignment/widening as eligible. The Improvement and Credit/Reimbursement Agreement sets forth the terms for Developer Improvement of six new lanes and right-of-way to Schleisman Road adjustment to Tract 34014. The Developer's fee obligation is \$1,987,552; the estimated eligible TUMF cost is \$2,307,947. The attached agreement is the form of document approved by WRCOG.

FISCAL IMPACT:

There is no fiscal impact to the City.

ATTACHMENT(S):

1. Agreement

Prepared by: George Alvarez
Reviewed by: City Manager
City Attorney

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 2014, by and between the City of Eastvale, a California municipal corporation (“AGENCY”), and D.R. Horton Los Angeles Holding Company, Inc., a California corporation, with its principal place of business at 2280 Wardlow Circle, Suite 100, Corona, California, 92880 (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns 38.2 acres of real property located within the City of Eastvale, California, known alternatively as Copper Sky and Tract 34014 consisting of approximately 224 single family residential units and which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as realignment and widening of Schleisman Road primarily between Scholar Way and Hamner Avenue as a six-lane divided roadway (“Project”);

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”)

WHEREAS, as a condition to AGENCY’s approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as realignment, extension and widening of Schleisman Road as a new six-lane roadway connecting Scholar Way to "A" Street, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by

AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to

properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY

for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY (“Warranty”). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY’s acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney’s fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) business days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY’s issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty-five

percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and

the reimbursement of AGENCY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a

financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY.

13.7 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to Ordinance 2012-09 as part of the TUMF Program is One million nine hundred eighty-seven thousand five hundred fifty-two dollars (\$1,987,552) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect

for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Ordinance 2012-09.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Ordinance 2012-09 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation (“Credit”) subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG (“Unit Cost Assumptions”). For planning purposes, an estimate of initial fee credit is presented in Exhibit G totaling \$2,307,948.

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as “Estimated Credit”. At no time will the Credit exceed the Developer’s TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY City Engineer the information set forth in the attached Exhibit "C". The AGENCY City Engineer, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY City Engineer will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with Ordinance 2012-09 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works

Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Ordinance 2012-09 (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance 2012-09, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between AGENCY and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: CITY OF EASTVALE
12363 Limonite Avenue, Ste. 910
Eastvale, CA 91752
Att: George Alvarez, City Engineer
Fax No. (951) 361-0888

To Developer: D.R. Horton, America's Builder
Attn: Barbara Murakami
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Fax No. (800) 773-0485

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: _____
Barbara Murakami

Its: Assistant Vice President and Assistant Secretary

ATTEST:

By: _____

Its: _____

CITY OF EASTVALE:

By: _____
Ike Bootsma

Its: Mayor _____

ATTEST:

By: _____
Ariel M. Hall

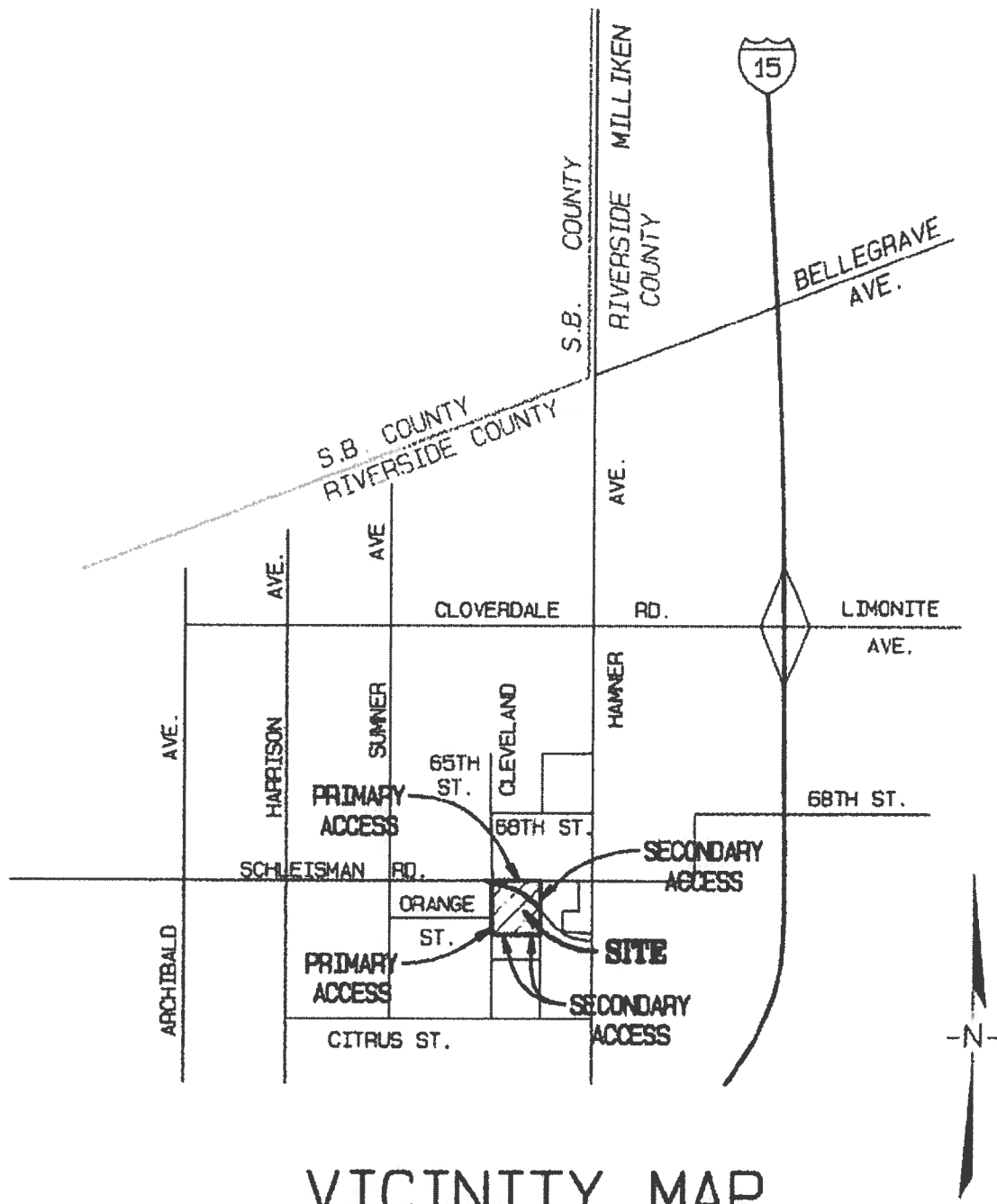
Its: Assistant City Clerk _____

{00007384.DOCX V1}
DR Horton Tract 34014
Schleisman Road TUMF Improvement Credit Agreement

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]



VICINITY MAP

NTS

SECTION 36, T.2S, R.7W

TENTATIVE MAP NO. TTM 34014 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

{00007384.DOCX V1}

EXHIBIT A-2

PARCEL A: (APN: 152-050-001-6)

LOT(S) 49 AND 50 OF KINGSTON TRACT, IN THE CITY OF EASTVALE, RIVERSIDE COUNTY AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE(S) 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE NORTH 1/2 OF VACATED ORANGE AVENUE LYING SOUTHERLY AND ADJACENT TO SAID LOTS, AS VACATED BY ORDER RECORDED DECEMBER 4, 1928, IN BOOK 789, PAGE 560 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 12, 1932, IN BOOK 72, PAGE 351 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 152-050-007-2)

LOT(S) 59 AND 60 OF KINGSTON TRACT, IN THE CITY OF EASTVALE, RIVERSIDE COUNTY AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE(S) 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE SOUTH 1/2 OF VACATED ORANGE AVENUE LYING NORTHERLY AND ADJACENT TO SAID LOTS AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS, WAS RECORDED DECEMBER 4, 1928, INSTRUMENT NO. 143, IN BOOK 789, PAGE 560 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING FROM PARCELS A AND B ANY AND ALL (I) OIL RIGHTS, (II) MINERAL RIGHTS, (III) NATURAL GAS RIGHTS, (IV) RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, (V) GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, (VI) WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND (VII) ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES") LOCATED IN OR UNDER THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED; AND THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE

{00007384.DOCX V1}

EXHIBIT A-3

OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY, AS RESERVED IN DEED RECORDED JUNE 26, 2013 AS INSTRUMENT NO. 2013-0305801, OFFICIAL RECORDS

EXHIBIT "B"
FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. SU1124502
INITIAL PREMIUM: \$17,546.00 annually
SUBJECT TO RENEWAL
"Copper Sky"

CITY OF EASTVALE

PROJECT NO. _____ SUBDIVISION IMPROVEMENT BOND
(Faithful Performance)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California ("City") and D.R. Horton Los Angeles Holding ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Tract No. 34014 ("Public Improvements"); *Company, a California Corporation

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Arch Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Missouri, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million, Eight Hundred Ninety Nine Thousand Dollars (\$3,899,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, FL, this 31st day of December, 2013.

D. R. Horton Los Angeles Holding Company, a
California Corporation

Principal

Arch Insurance Company

Surety

By: *Barbara M. Murakami*
Its: Managing Member

Barbara M. Murakami
(print name)

By: *Margaret A. Ginem*
Attorney-In-Fact

Margaret A. Ginem
(print name)

C/O WILLIS OF FLORIDA
4211 W BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES (813)281-2095

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 31st day of December, 2013 before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____

Anett Cardinale

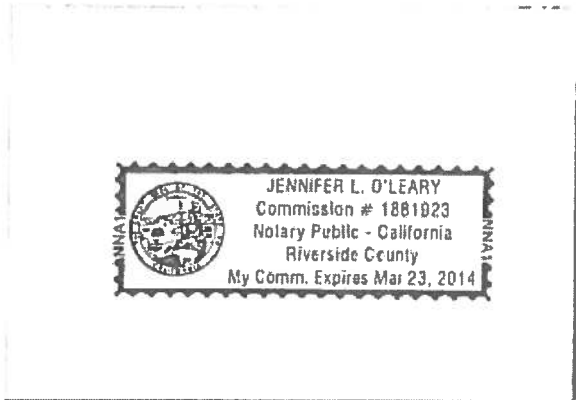


This area for Official Notarial Seal

California All-Purpose Acknowledgement

State of California }
County of Riverside

On January 3, 2014 before me, Jennifer L. O'Leary, a Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Carol H. Hermes, David H. Carr, Linda Horn and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

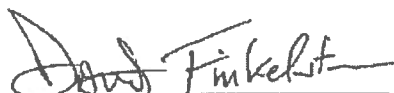
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of November, 2011.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

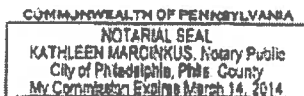




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 23, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of December, 2013.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



BOND NO. SU1124502
INITIAL PREMIUM: Included in Performance Bond
SUBJECT TO RENEWAL
"Copper Sky"

CITY OF EASTVALE

PROJECT NO. _____ SUBDIVISION IMPROVEMENT BOND

(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale California ("City") and D.R. Horton Los Angeles Holding ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments, and all other required facilities for Tract No.34014 ("Public Improvements"); *Company, a California Corporation

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Arch Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Missouri, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Two Million, Forty Seven Thousand Dollars (\$2,047,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

{00005525.DOCX V1}

1

SUBDIVISION IMPROVEMENT AGREEMENT

{00007384.DOCX V1}

EXHIBIT B-8

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, FL _____, this 31st day of December _____, 2013.

D. R. Horton Los Angeles Holding Company, a
California Corporation
Principal

Arch Insurance Company
Surety

By: 
Its: Managing Member

By: 
Attorney-In-Fact

Barbara M. Murakami
(print name)

Margaret A. Ginem
(print name)

WILLIS OF FLORIDA
4211 W BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES: (813)281-2095

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 31st day of December, 2013 before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____


Anett Cardinale



This area for Official Notarial Seal

California All-Purpose Acknowledgement

State of California)
County of Riverside

On January 3, 2014 before me, Jennifer L. O'Leary Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1
[Blank space for thumbprint]

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2
[Blank space for thumbprint]

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aneft Cardinale, Carol H. Hermes, David H. Carr, Linda Horn and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.


in Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of November, 2011.

Attested and Certified

Arch Insurance Company

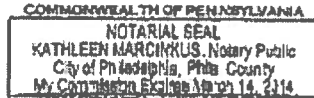

Martin J. Nilsen, Secretary





David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 23, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of December, 2013.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

For Use Between Public Agency and Developer
"Master Agreement"

EXHIBIT "D"

**REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the [INSERT "City" OR "County"] of _____, [****INSERT "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR COUNTY****] ("AGENCY"), and _____, a California [****INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity****], with its principal place of business at [****ENTER ADDRESS****] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

For Use Between Public Agency and Developer
"Master Agreement"

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the

For Use Between Public Agency and Developer
"Master Agreement"

time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

For Use Between Public Agency and Developer
"Master Agreement"

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

("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[INSERT "City" OR "County") of _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the TUMF Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
 - d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the AGENCY's inspection punch list.
 - c. After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.
 - d. AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
 - e. Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.
 - f. Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
 - g. Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
- ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
- iii. Invoices from all vendors and service providers.
- iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
- v. Final lien releases from each contractor and vendor (unconditional waiver and release).
- vi. Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE]

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

| | |
|---|--------------------|
| CREDIT | |
| TUMF Obligation: | \$1,330,000 |
| Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less | <u>\$1,500,000</u> |
| Potential Reimbursement: | (\$170,000) |
| RECONCILIATION | |
| TUMF Obligation: | \$1,330,000 |
| Actual Credit: | <u>\$1,200,000</u> |
| TUMF Balance (Payment to TUMF): | \$130,000 |

Example B: "REIMBURSEMENT"

| | |
|---|--------------------|
| CREDIT | |
| TUMF Obligation: | \$1,330,000 |
| Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less | <u>\$1,500,000</u> |
| Potential Reimbursement: | (\$170,000) |
| RECONCILIATION | |
| TUMF Obligation: | \$1,330,000 |
| Actual Credit: | <u>\$1,500,000</u> |
| Reimbursement Agreement with Developer (Based on Priority Ranking): | (\$170,000) |

Example C: "TUMF OVERPAYMENT"

| | |
|---|--------------------|
| CREDIT | |
| TUMF Obligation: | \$1,330,000 |
| Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less | <u>\$1,200,000</u> |
| Remaining TUMF Obligation: | \$130,000 |
| Prorated Fee: \$130,000 / 200 du = | \$650 / du |
| RECONCILIATION | |
| Actual Credit: | \$1,300,000 |
| TUMF payments from Developer (\$650 per unit x 200 units) | <u>\$130,000</u> |
| Actual Credit plus TUMF Payment | \$1,430,000 |
| TUMF Obligation: | \$1,330,000 |
| Actual Credit plus TUMF Payment | <u>\$1,430,000</u> |
| TUMF Overpayment (Refund to Developer): | (\$100,000) |

EXHIBIT "G"
ESTIMATED FEE CREDIT

[ATTACH BEHIND THIS PAGE]

{00007384.DOCX V1}

EXHIBIT G-1

20323.00004\7854270.2

DR Horton - Copper Sky (Eastvale, California)

Estimated Amount of Credit

As of October 22, 2013

Schleisman Road

| Construction | Bid/Estimate | TUMF | RBBB | Notes |
|--------------------------------------|---------------------|---------------------|-------------------|--|
| Roadway improvements | \$ 1,226,548 | \$ 870,135 | \$ 356,413 | |
| Landscaped median | \$ 241,380 | | \$ 241,380 | |
| Bid/CM/PM | \$ 120,000 | \$ 120,000 | | |
| Construction inspection | | | | |
| Concrete test/inspect | | | | |
| Sub-total | \$ 1,587,928 | \$ 990,135 | \$ 597,793 | |
| Right of Way | | | | |
| ROW dedication for roadway | \$ 3,747,823 | \$ 1,218,800 | n/a | 6 lanes x 18' allowance |
| Utility relocation for roadway | | | | |
| Sub-total | \$ 3,747,823 | \$ 1,218,800 | \$ - | |
| Engineering | | | | |
| Roadway | TBD | TBD | | |
| Striping Plans | TBD | TBD | | |
| Traffic control plans | TBD | TBD | | |
| Sub-total | TBD | TBD | \$ - | |
| Planning | TBD | TBD | | Environmental or permitting |
| Contingency | \$ 158,793 | \$ 99,013 | | 10% of eligible construction cost |
| Total for Schleisman Road | \$ 5,494,544 | \$ 2,307,948 | \$ 597,793 | |
| Maximum Program Participation | | \$ 2,477,000 | \$ 695,044 | |
| Balance available for credit | | \$ 169,052 | \$ 97,251 | |

Notes

- Estimated cost based upon low bid and actual expenditures where available
- Actual cost subject to validation
- Final credit is lesser of actual cost or maximum allowable program budget
- Max TUMF Share reflects Cleveland to A Street only, eligible cost includes portions west of Cleveland



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: PROJECT AGREEMENT WITH DR HORTON FOR MIRA LOMA ROAD AND BRIDGE BENEFIT DISTRICT CREDIT FOR SCHLEISMAN ROAD IMPROVEMENTS (TR 34014)

RECOMMENDATION: APPROVE THE PROJECT AGREEMENT WITH DR HORTON FOR MIRA LOMA ROAD AND BRIDGE BENEFITS DISTRICT CREDIT FOR SCHLEISMAN ROAD IMPROVEMENTS (TR34014)

BACKGROUND:

Tentative Tract 34014 was conditionally approved by the County of Riverside in 2007. One of the conditions of approval is the construction of realignment/widening improvements to Schleisman Road and a landscaped median that are identified on Exhibit B and C of the attached agreement.

The Developer, DR Horton, has requested an Agreement with the City, the terms of which allow the Developer's actual eligible costs for construction of the improvements to be reimbursed, or to be used as a credit against the Road and Bridge Benefit District (RBBB) fee to be paid by the Developer.

DISCUSSION:

The attached Agreement provides a means by which the Developer's (DR Horton) eligible construction cost for one lane in each direction of Schleisman Road (realigned/widened) and landscape improvements are offset against the Developer's obligation to pay the applicable RBBB fees. The City estimates that the Developer's RBBB fee obligation for Tract 34014 is \$600,544. The City has determined that the Developer would be eligible for reimbursement/credit in an amount not to exceed \$597,793 (amount to construct landscaped median and one lane in each direction) as shown in Exhibit C of the Agreement.

Upon recordation of the Notice of Completion for the improvements and acceptance by the City Engineer, the Developer shall submit a billing to the City requesting determination of the actual cost of the improvements and the RBBB fee credit. The reimbursement amount of the earned credit is to equal the actual incurred, in an amount not to exceed \$597,793. There is an overlap

of RBBB and Transportation Uniform Mitigation Fee program (TUMF) fee credit/reimbursement as shown in the Exhibit F of the agreement. The Developer will receive TUMF fee credit to construct two lanes in each direction and for the right-of-way for the Schleisman Road realignment/widening. The Developer will also receive credit to construct one lane in each direction of Schleisman Road and construction of the landscaped median. For final completion, Schleisman Road will be constructed to three lanes in each direction with a landscaped median. The attached Agreement is the form of document approved by the County of Riverside.

FISCAL IMPACT:

There is no fiscal impact to the City.

ATTACHMENT(S):

1. Agreement

Prepared by: George Alvarez
Reviewed by: City Manager
City Attorney

**PROJECT AGREEMENT
ROAD AND BRIDGE BENEFIT DISTRICT
(MIRA LOMA - SCHLEISMAN ROAD AND LANDSCAPE MEDIAN)**

This PROJECT AGREEMENT ("Agreement") is entered into by and between the City of Eastvale, a California municipal corporation, hereinafter referred to as "City", and D.R. HORTON LOS ANGELES HOLDING COMPANY, Inc., a California corporation ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the County, pursuant to Section 66484 of the California Government Code, Chapter 16.28 of the Riverside County Code and Resolution No. 94-378, adopted on December 6, 1994, established the Mira Loma Road and Bridge Benefit District (the "District"), which consisted of five zones, designated construction costs for certain road and bridge improvements to be funded by the District, and established a road and bridge improvement fee schedule that apportioned said construction costs to all properties within the District to be paid upon recordation of a final map or the issuance of a building permit; and

WHEREAS, the County, by Resolution No. 97-002 adopted on February 4, 1997, and by Resolution No. 99-025 adopted on January 5, 1999, has amended the list of designated road and bridge improvements whose construction costs are to be funded by the District and the road and bridge improvement fee schedule; the current applicable fee schedule for properties within the District is established by Resolution No. 2005-482; and

WHEREAS, Developer owns property that is located within Zone D of the District, and this property has received development approval from the County as Tentative Tract No. 34014 as shown on Exhibit A which is attached hereto (the "Property" or the "Tracts"); and

WHEREAS, as a condition of development of the Property, the Developer is required to construct improvements to Schleisman Road realignment/widening and the Schleisman Road landscaped median that are identified on Exhibit B and C, which is attached hereto (the "Improvements"); and

WHEREAS, the design and construction cost reimbursement of the Improvements will be based on actual costs in an amount not to exceed \$597,793 as shown on Exhibit C, which is attached hereto and made a part hereof; and

WHEREAS, the Improvements are identified in the District program and the construction costs of which are to be funded by the fees collected under the District consistent with Resolution No. 2005-482; and

WHEREAS, the City of Eastvale incorporated on October 1, 2010 and assumed administrative responsibilities for Mira Loma RBBB Zones within City boundaries including all or portions of Zones A, B, D, and E; and

WHEREAS, the City estimates that as of the date of this Agreement, the amount of District fees the Developer is obligated to pay to City, pursuant to Resolution No. 2005-482, is \$600,544; and

WHEREAS, the Developer has requested to enter into this Agreement with the City by the terms of which the Developer's actual eligible costs for construction of the Improvements can be reimbursed or receive credit from fees that the District has collected or will collect in the future for actual construction costs not to exceed the amount specified herein; and

WHEREAS, the City estimates the total amount of District fees that can be collected from the Property consistent with Resolution No. 2005-482 and the development rights that have been approved by City to be \$600,544.

AGREEMENT

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

Section 1. Purpose of the Agreement: Following execution of this Agreement, the Developer shall cause, consistent with Sections 3 through 12, below, the Improvements to be designed, engineered and constructed as if it had been constructed under the direction and supervision or under the authority of the City, and the City shall pay or credit the Developer the Reimbursement Amount consistent with Exhibit D in conformance with Section 6, below.

Section 2. Definitions: Unless otherwise specifically defined in this Agreement, all terms will have the meaning ascribed to them by the Rules and Regulations for the Administration of Road and Bridge Benefit Districts of the County of Riverside and City of Eastvale, where applicable.

Section 3. Preparation and Approval of Plans and Specifications: To the extent that it has not already done so, the Developer shall cause plans (the "Plans") to be prepared for the Improvements. The Developer shall obtain the written approval of the Plans from City. The Developer shall provide a copy of the Plans and specifications to the City Engineer, or his/her designee.

Section 4. Duty of Developer to Construct: To the extent authorized by law, City will grant the Developer any license and/or permit required from it to allow for the construction of the Improvements as approved by City. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the Reimbursement Amount is less than the actual cost of the Improvements. Notwithstanding

the foregoing, nothing set forth in this Agreement shall be construed to require the Developer to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Agreement.

Section 5. Acquisition of City Facilities: The Developer hereby agrees to convey to the City and the City hereby agrees to pay to the Developer the Reimbursement Amount for the Improvements, subject to the terms and conditions hereof.

The Reimbursement Amount is to be paid solely from fees collected or to be collected by the District and designated for the cost of construction of the Improvements and the City shall not be obligated to pay the Reimbursement Amount except from amounts held by the District for such purposes.

Section 6. Payment of the Reimbursement Amount: The Developer accepts that this Agreement does not serve to stop the City from making further adjustments to the District Fee, by amending the District, consistent with State law. The Developer acknowledges that the City Council will annually consider adjustments to the District Fee. The parties agree that the dollar amount of any fee credit to be earned by the Developer pursuant to this Agreement will be determined by the actual cost of construction incurred not to exceed the amount shown in Exhibit D. The maximum allowable reimbursement amount will be based on the reimbursement schedule established by the District at the time the Developer pays District Fees. Additionally, cash reimbursement is subject to availability of funds received by the District. Reimbursement is subject to the availability of funds, which may include reimbursement over a period of time.

(a) Upon recordation of a Notice of Completion for the Improvements and acceptance of the Improvements by the City Engineer, the Developer shall submit a billing to the City Engineer requesting determination of the actual cost of the Improvements and the District Fee credit. The reimbursement amount of the earned fee credit is to equal the actual cost incurred in an amount not to exceed what is set forth in Exhibit D in constructing the Improvements. The Developer is to supply all documentation requested by the City Engineer in determining the actual construction cost of the Improvements. The City Engineer is to use his best efforts to determine the amount of the earned fee credit within thirty (30) calendar days of receipt of the bill submitted by the Developer.

(b) The City Engineer will provide the Developer written notice, in the form of Exhibit E attached hereto (the "Credit Notice"), of the dollar amount of the earned credit. If the dollar amount of the earned fee credit exceeds the dollar amount of the District Fee that would otherwise be due from the Developer (the "Fee Credit Excess"), the City Engineer will identify in the Notice that the Fee Credit Excess will generate either: (i) a cash reimbursement to the Developer or (ii) an earned fee credit to offset the District Fee required on another approved tract or parcel map to be developed by the Developer within the District. Once completed, the Credit Notice is to be executed and dated by the City Engineer and the Developer. Developer shall have the option to select reimbursement or credit transfer at any time after validation of eligible expenses in consultation with City.

(c) If the dollar amount of the earned fee credit is less than the District Fee that would be due from the Developer, the Credit Notice will so note. The amount of credit to be applied with each District Fee payment on either a per unit or per acre basis will be identified, and shall be based on prorating the earned fee credit over those units which have not previously paid the District Fee.

Upon acceptance of the Improvements by the County Engineer, the County Engineer will note on the Notice of Credit the full District fee paid to date of acceptance and make the appropriate adjustment for the application of the earned fee credit consistent with the subsections (b) or (c) above.

Section 7. Bid and Construction Requirements:

(a) In order to insure that the Improvements are constructed as if it had been constructed under the direction and supervision, or under the authority of, the City, the Developer shall comply with all of the requirements set forth in this Section.

(b) Prior to soliciting bids, the Developer shall submit a bid packet for review and approval to the City Engineer. The contract for the construction of the Improvements shall be awarded to the responsible bidder submitting the lowest responsive bid for the Improvements after notice inviting sealed bids is given as required for public works projects pursuant to any applicable provisions of the California Public Contracts Code and the rules, regulations and policies of the City. Upon opening of bids and prior to awarding the construction contract, the Developer shall submit the lowest responsible bidder's bid to the City Engineer for review and approval, which approval shall not be unreasonably withheld or delayed.

(c) The Developer shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to general prevailing wage rates as required by the specifications approved by the City Engineer. The City has provided the Developer with copies of tables setting forth the general prevailing wage rates, and the Developer hereby acknowledges receipt thereof.

(d) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Improvements, to provide proof of insurance coverage satisfying the requirements of Section 12(g) hereof throughout the term of the construction of the Improvements. Rather than requiring its contractors to provide such insurance, the Developer may elect to provide the same for the benefit of its contractors.

(e) Each contractor engaged to perform work on the Improvements shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Developer and the City as obligees and

issued by a California admitted surety subject to the provisions of Section 995.660 of the California Code of Civil Procedure. All such bonds shall be in a form as shown in Exhibit F. Rather than requiring its contractors to provide such bonds, the Developer may elect to provide the same for the benefit of its contractors.

(f) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Improvements, to comply, with such other requirements relating to the construction of the Improvements as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable Federal, State or City laws, rules or procedures.

(g) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Improvements, to submit certified weekly payroll records to the Developer for inspection by the City Engineer, and to furnish certified payroll records to the City Engineer promptly upon request.

(h) The Developer shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require that the foregoing requirements have been satisfied as to the Improvements.

Section 8. Licenses and Permits: To the extent authorized by law, City will grant the Developer any license and/or permit required from it to allow for the construction of the Improvements as approved by City. The form and content of said license and/or permit shall be in form mutually acceptable to both the City and the Developer.

Section 9. Modifications to the Estimated Cost: The lowest responsible bid for the Improvements shall not exceed the amounts shown in Exhibit D without a formal amendment to this Agreement. If during the course of construction of the Improvements, the Developer is presented with a change order or set of change orders that would increase the construction cost, the Developer must receive the approval of the City Engineer before approving the change order(s). In no instance shall the total construction costs, including any change orders, exceed the estimated costs shown in Exhibit D without a formal amendment to this Agreement. Upon approving the change order, the City Engineer will cause a formal amendment to this Agreement to be prepared, if necessary. Failure to comply with this provision will result in the City not reimbursing or crediting the Developer for any change orders.

Section 10. Inspection; Completion of Construction: The City Engineer shall have responsibility for providing inspection of the work of construction of the Improvements to insure that the work of construction is accomplished in accordance with the Plans and the specifications approved by the City Engineer. City personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection.

No later than thirty (30) calendar days after receiving notification from the City that the Improvements have been constructed in accordance with the Plans, the Developer shall forthwith

file with the Riverside County Recorder a Notice of Completion pursuant to the provisions of Section 3093 of the California Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 11. Maintenance of Facilities; Warranties: The Developer shall maintain the Improvements in good and safe condition until their acceptance by the City. Prior to the acceptance of the Improvements, the Developer shall be responsible for maintaining the Improvements in proper operating condition, and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance, the performance bond provided by the Developer for the Improvements pursuant to Section 7(e) hereof shall be reduced to an amount equal to 10% of the original amount thereof and shall serve as a warranty bond to guarantee that the Improvements will be free from defects due to faulty workmanship or materials for a period of 12 months from the date of acceptance, or the Developer may elect to provide a new warranty bond or cash in such an amount. As of the date of acceptance of the Improvements, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to the Improvements.

Section 12. Insurance Requirements: Without limiting or diminishing the Developer's obligation to indemnify or hold the City harmless, the Developer shall procure and maintain or cause to be maintained, at its sole cost and expense the following insurance coverages during the term of this Agreement

(i) *Commercial General Liability:* Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, explosion, collapse, use of cranes, and other heavy equipment and underground hazards, personal and advertising injury covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name by endorsement the City and its special districts, respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(ii) *Vehicle Liability:* Developer shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement the City, its special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insureds.

(iii) *Worker's Compensation Insurance:* Developer shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupation

Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the City, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

General Insurance Provisions - all lines:

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the City Risk Manager.

(b) The Developer's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the City Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the City, at the election of the City's Risk Manager, the Developer's carriers shall either: (i) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the City, or (ii) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) The Developer shall cause their insurance carrier(s) to furnish the City with (i) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or (ii) if requested to do so orally or in writing by the City Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

(d) Further, said Certificate(s) and Endorsements to policies of insurance shall contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(e) The Developer shall not commence construction of the Improvements until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

(f) It is understood and agreed by the parties hereto and the Developer's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's insurance and/or deductibles

and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(g) The Developer and contractors shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement and will require all such subcontractors to name on their insurance policies by endorsement the City, its special districts, their respective directors, officers, Board of Supervisors, elected officials employees, agents or representatives as Additional Insureds. Copies of such certificates and endorsements shall be provided to the City. The minimum limits of liability required of all tiers of subcontractors are \$1,000,000 Combined Single Limit for Commercial General Liability and \$1,000,000 Combined Single Limit for Vehicle Liability Insurance.

Section 13. Ownership of Facilities: Notwithstanding the fact that a portion or all of the Improvements may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Improvements shall be and remain the property of the Developer until acceptable title thereto is conveyed to the City as provided herein. Acceptable title means title to land, or an easement therein, delivered free and clear of all liens, taxes assessments, leases, easements, and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are reasonably determined by the City not to interfere with the intended use of the land and the Improvements. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the Code, and the provisions of this Section shall control.

Section 14. Representations, Warranties and Covenants of the Developer: The Developer makes the following representations, warranties and covenants for the benefit of the City, as of the date hereof and as of the date of the Payment Request is delivered to the City hereunder:

(a) **Organization.** The Developer represents and warrants that the Developer is a California corporation duly organized and validly existing under the laws of the State of California, is in good standing under the laws of the State of California, and has 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 Developer represents and warrants that the Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) **Binding Obligation.** The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Completion of Improvements. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Improvements to be completed in accordance with this Agreement.

(e) Compliance with Laws. The Developer covenants that, while the Improvements are owned by the Developer or required pursuant to this Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Improvements.

(f) Payment Requests. The Developer represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) Financial Records. Until the final acceptance of the Improvements, the Developer covenants to maintain proper books of record and account for the Improvements and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City and the City Engineer, at any reasonable time during regular business hours on two business days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

(h) Permits. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Improvements and that it will pay all fees relating thereto.

(i) Environmental Matters. The Developer represents and warrants that it has complied with, has caused compliance with, or will cause compliance with, the California Environmental Quality Act as required for the construction of the Improvements and its conveyance to the City.

Section 15. Representations, Warranties and Covenants of City: City makes the following representations, warranties and covenants for the benefit of the Developer:

(a) Authority. City represents and warrants that City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of City.

(b) Binding Obligation. City represents and warrants that this Agreement is a valid and binding obligation of City and is enforceable against City in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of the Improvements. The City covenants that it will use its reasonable and diligent efforts to take expeditiously all actions that may be lawfully required of it in issuing permits, processing and approving plans and specifications and inspecting and accepting the Improvements in accordance with this Agreement.

(d) Payment Requests. City represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to each payment request and payment of the Reimbursement Amount.

Section 16. Indemnification: The Developer agrees to protect, indemnify, defend and hold the City, its elected officials, officers, employees, agents, and representatives (the “Indemnified Parties”) and each of them, harmless from and against any and all claims, liabilities, losses, expenses, suits, actions, decrees, judgments, awards, attorney’s fees, and court costs which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of, or by reason of, or in consequence of, or arising out of

(a) this Agreement,
(b) the acquisition, construction, or installation of the Improvements,
(c) the design, construction, or failure of the Improvements,
(d) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by or on behalf of the Developer hereunder, or

(e) any act or omission of the Developer or any of its subcontractors, or their respective directors, officers, employees, agents, and representatives in connection with the Improvements. If the Developer fails to do so, the Indemnified Parties, or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorneys’ fees and court costs to, and recover the same from, the Developer.

No indemnification is required to be paid by the Developer for any claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys’ fees and court costs

(f) as a result of, or by reason of, or in consequence of, or arising out of the willful misconduct or sole or active negligence of the Indemnified Parties or

(g) as a result of, or by reason of, or in consequence of, or arising out of the use or operation of the Improvements after acceptance by the City, unless such claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys’ fees or court costs results from the defective or improper design, defective or improper construction, or defective or improper installation of the Improvements by Developer, its agents, or representatives.

The Provisions of this Section shall survive the termination of this Agreement. Developer shall be released from the indemnity obligations set forth herein upon expiration of all applicable statute of limitations periods.

Section 17. Developer as a Private Developer: In performing under this Agreement, it is mutually understood that the Developer is acting as an independent contractor, and not as an

agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 18. Other Agreements: Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Improvements.

Section 19. Binding on Successors and Assigns: Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 20. Amendments: This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

Section 21. Waivers: No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 22. No Third Party Beneficiaries: No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 23. Notices: All notices, statements, demands, consent, approvals, authorizations, designations, invoices, or other communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Eastvale
12363 Limonite Avenue, Ste. 910
Eastvale, CA 91752
Attn: George Alvarez
City Engineer
Phone No. (951) 361-0900

To Developer: D.R. Horton, America's Builder
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Attn: Barbara Murakami
Phone No. (951) 739-5443

Notice shall be deemed delivered (a) if served or delivered by messenger, as of the date delivered, (b) if by electronic facsimile, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if transmitted by United States mail first class, registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if delivered by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if delivered by any other means, upon delivery at the address specified in this Section.

Section 24. Jurisdiction and Venue: Each of the City and the Developer (a) agrees that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America in the district in which said City is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 25. Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

Section 26. Governing Law: This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 27. Usage of Words: As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 28. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 29. Severability: If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and will be made effective on the day and year signed by the City of Eastvale Mayor.

CITY OF EASTVALE

RECOMMENDED FOR APPROVAL:

By: _____ Date: _____
George Alvarez
City Engineer

APPROVED AS TO FORM:

By: _____ Date: _____
City Attorney

APPROVAL BY THE EASTVALE CITY COUNCIL:

By: _____ Date: _____
Mayor, Eastvale City Council

ATTEST:

By: _____ Date: _____
Ariel Hall
Assistant City Clerk

DEVELOPER

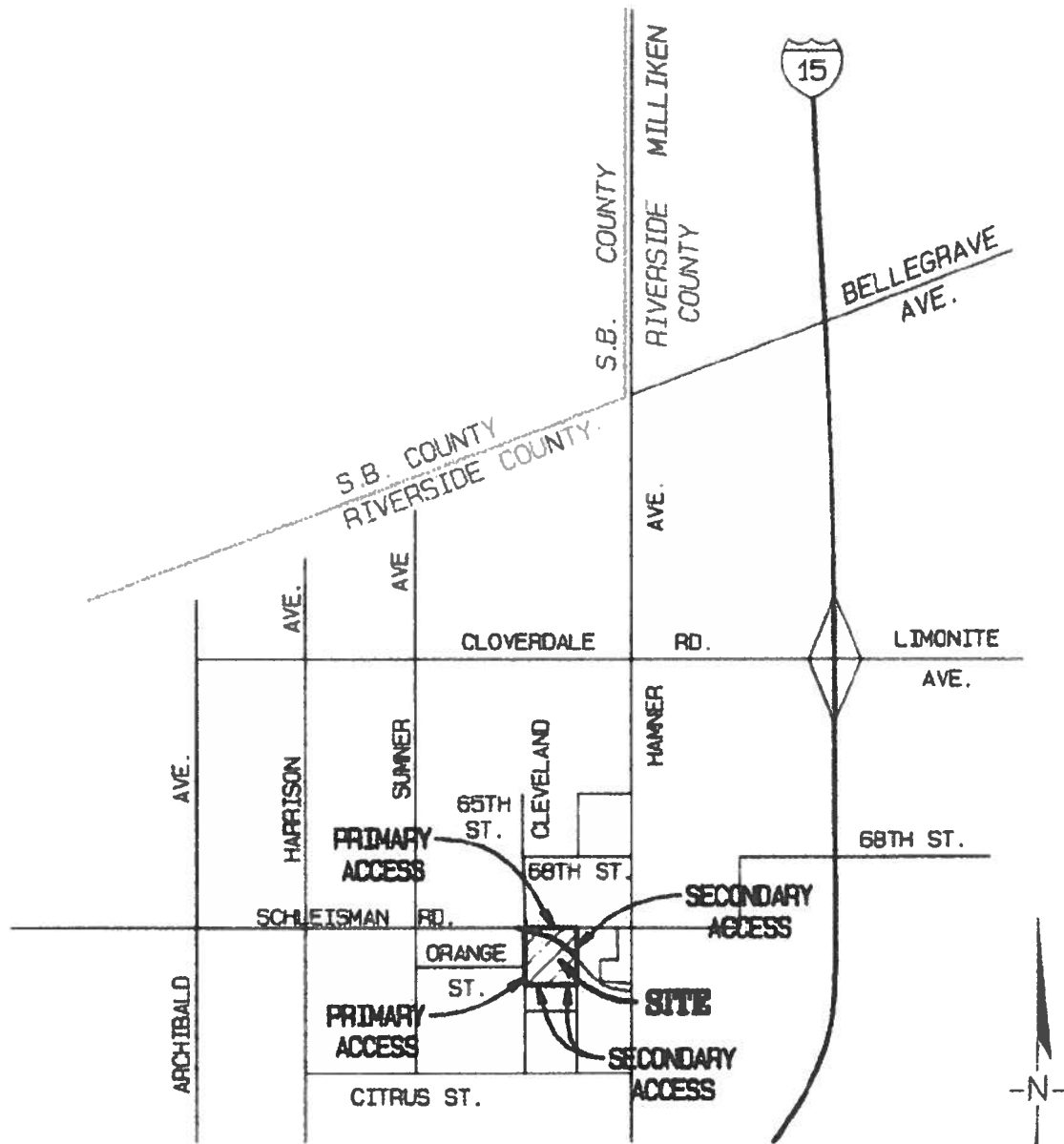
D.R. HORTON LOS ANGELES HOLDING COMPANY, Inc., a California corporation

By: _____ Date: _____
Barbara Murakami
Assistant Vice President and Assistant Secretary

EXHIBIT A

TRACT MAP, VICINITY MAP, LEGAL DESCRIPTION

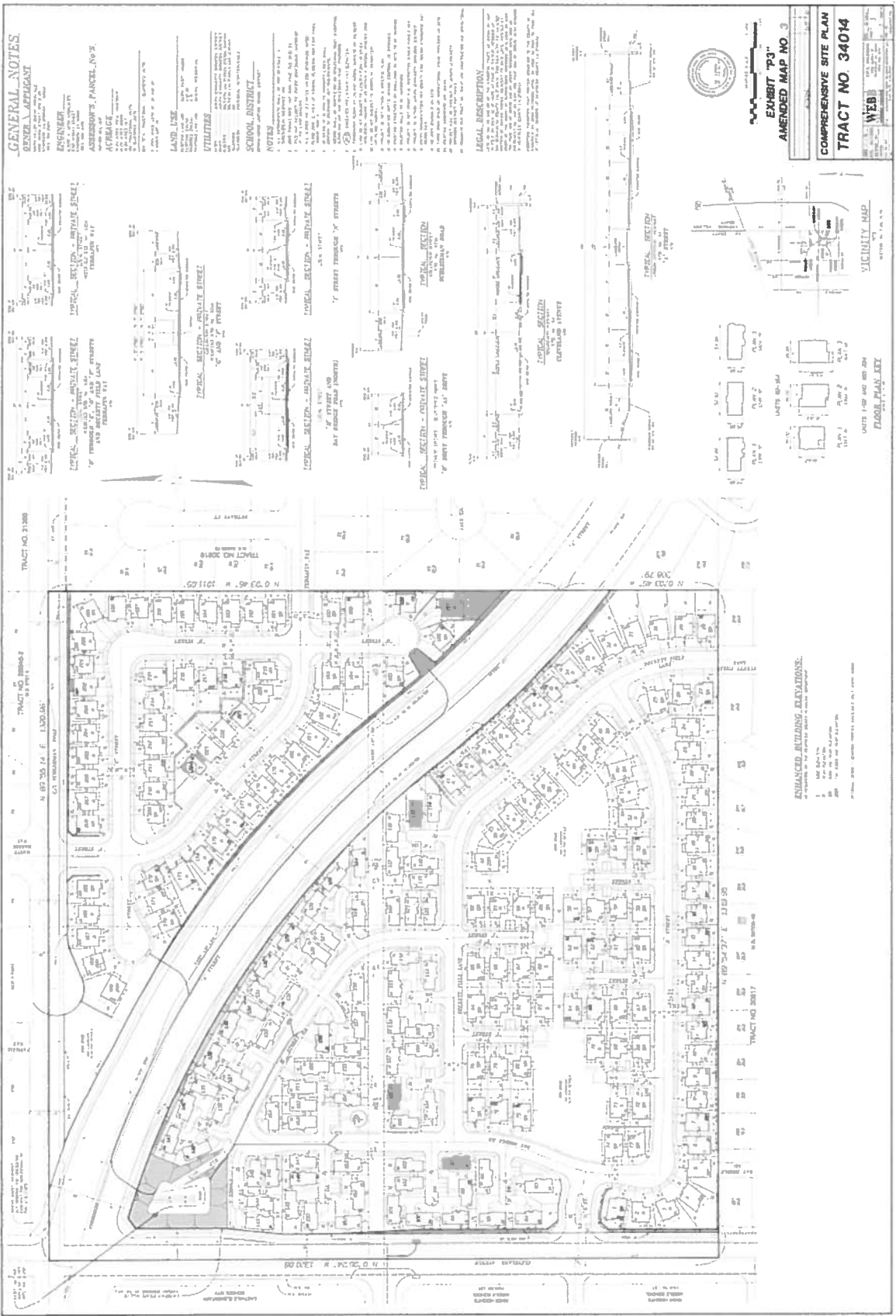
[ATTACHED BEHIND THIS PAGE]



VICINITY MAP

NTS

SECTION 36, T.2S, R.7W



GENERAL NOTES

OWNER: APPLICANT
 ENGINEER: [Name]
 ASSESSOR'S PARCEL NO.'S: [List]
 ACRES: [Value]

LAND USE: [Type]
 UTILITIES: [List]
 SCHOOL DISTRICT: [Name]

NOTES:
 1. [Text]
 2. [Text]
 3. [Text]
 4. [Text]
 5. [Text]
 6. [Text]
 7. [Text]
 8. [Text]
 9. [Text]
 10. [Text]

LEGAL DESCRIPTION:
 [Detailed description of the tract boundaries and area]

VICINITY MAP:
 [Map showing the location of the tract within the surrounding area]

FLOOR PLAN KEY:
 [Legend for the floor plan symbols and elevations]

ENHANCED BUILDING ELEVATIONS:
 [List of elevations and setbacks for the buildings]

AMENDED MAP NO. 3
 TRACT NO. 34014
 WEB

TENTATIVE MAP NO. TTM 34014 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 152-050-001-6)

LOT(S) 49 AND 50 OF KINGSTON TRACT, IN THE CITY OF EASTVALE, RIVERSIDE COUNTY AS SHOWN BY MAP ON FILE IN [BOOK 12, PAGE\(S\) 6 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE NORTH 1/2 OF VACATED ORANGE AVENUE LYING SOUTHERLY AND ADJACENT TO SAID LOTS, AS VACATED BY ORDER RECORDED DECEMBER 4, 1928, IN [BOOK 789, PAGE 560 OF DEEDS](#), RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED [APRIL 12, 1932, IN BOOK 72, PAGE 351 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 152-050-007-2)

LOT(S) 59 AND 60 OF KINGSTON TRACT, IN THE CITY OF EASTVALE, RIVERSIDE COUNTY AS SHOWN BY MAP ON FILE IN [BOOK 12, PAGE\(S\) 6 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE SOUTH 1/2 OF VACATED ORANGE AVENUE LYING NORTHERLY AND ADJACENT TO SAID LOTS AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS, WAS RECORDED [DECEMBER 4, 1928, INSTRUMENT NO. 143, IN BOOK 789, PAGE 560](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING FROM PARCELS A AND B ANY AND ALL (I) OIL RIGHTS, (II) MINERAL RIGHTS, (III) NATURAL GAS RIGHTS, (IV) RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, (V) GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, (VI) WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND (VII) ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES") LOCATED IN OR UNDER THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED; AND THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY, AS RESERVED IN DEED RECORDED [JUNE 26, 2013 AS INSTRUMENT NO. 2013-0305801, OFFICIAL RECORDS](#)

EXHIBIT B

TYPICAL SECTION

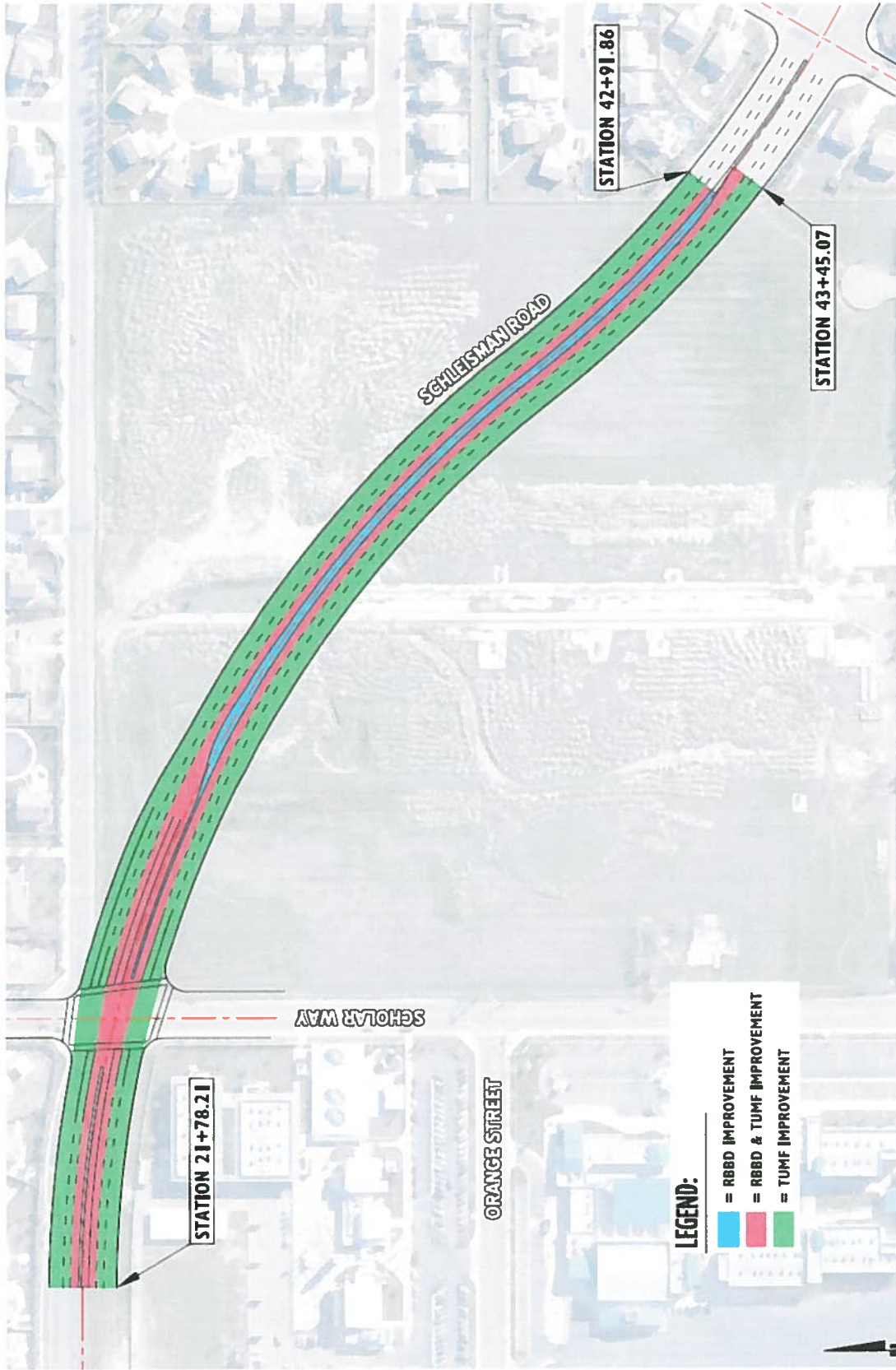
[ATTACHED BEHIND THIS PAGE]

EXHIBIT C

IMPROVEMENT PLAN DIAGRAM

[ATTACHED BEHIND THIS PAGE]

FEE PROGRAM IMPROVEMENTS - SCHLEISMAN ROAD



Copper Sky - Fee Credit Strategies and Review
 City of Eastvale, CA (JN - 08711.001.dwg)

EXHIBIT E
REIMBURSEMENT/CREDIT AUTHORIZATION REQUEST

CONTRACT NO./PROJECT TITLE: _____

(Firm Name - Principal)

(Business Address)

By: _____
(Signature)

(Title)

Agreement Not to Exceed Amount: \$ _____

Previously Authorized Amounts: Reimbursements: \$ _____ Credits: \$ _____

Amount of Request: Reimbursements: \$ _____ Credits: \$ _____

Required Attachments:

Invoice with Remit to Address

Supporting Documentation Showing Payments For Reimbursable Items

For Reimbursements Check One:

____ W-9 Form (with first request)

____ Vendor Registration Completed Online (www.co.riverside.ca.us/purchindex.asp)

____ Vendor Registration Completed With Previous Reimbursement Request

FOR CITY USE ONLY:

Description of Any Requested Reimbursement/Credit Amounts That Are Denied Or Withheld:

_____ DENIED \$ _____

_____ WITHHELD \$ _____

Authorized Amounts: Reimbursements: \$ _____ Credits: \$ _____

Amount of Prorated Credit to be Applied with each Fee Payment: \$ _____ / _____ (DU or Acre)

Authorized Signature: _____ Date: _____

Work Order: _____ Task Code: _____

EXHIBIT F

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. SU1124502
INITIAL PREMIUM: \$17,546.00 annually
SUBJECT TO RENEWAL
"Copper Sky"

CITY OF EASTVALE

PROJECT NO. _____ SUBDIVISION IMPROVEMENT BOND

(Faithful Performance)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California ("City") and D.R. Horton Los Angeles Holding ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Tract No. 34014 ("Public Improvements"); *Company, a California Corporation

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Arch Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Missouri, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million, Eight Hundred Ninety Nine Thousand Dollars (\$3,899,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, FL, this 31st day of December, 2013.

D. R. Horton Los Angeles Holding Company, a
California Corporation

Principal

Arch Insurance Company

Surety

By:


Its: Managing Member

Barbara M. Murakami
(print name)

By:


Attorney-In-Fact

Margaret A. Ginem
(print name)

C/O WILLIS OF FLORIDA
4211 W BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES (813)281-2095

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } ss.

On this 31st day of December, 2013 before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____



Anett Cardinale

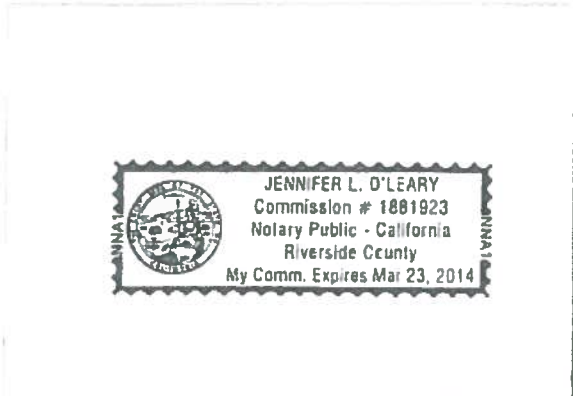


This area for Official Notarial Seal

California All-Purpose Acknowledgement

State of California }
County of Riverside

On January 3, 2014 before me, Jennifer L. O'Leary a Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

Individual
 Corporate Officer: _____
 Partner - Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

Thumbprint of Signer 2

Individual
 Corporate Officer: _____
 Partner - Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Carol H. Hermes, David H. Carr, Linda Horn and Margaret A. Glnem of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of November, 2011.

Attested and Certified

Arch Insurance Company

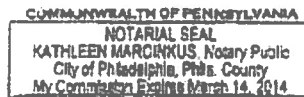

Martin J. Nilsen, Secretary





David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 23, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of December, 20 13.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



BOND NO. SU1124502
INITIAL PREMIUM: Included in Performance Bond
SUBJECT TO RENEWAL
"Copper Sky"

CITY OF EASTVALE

PROJECT NO. _____ SUBDIVISION IMPROVEMENT BOND

(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale California ("City") and D.R. Horton Los Angeles Holding' ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments, and all other required facilities for Tract No.34014 ("Public Improvements"); *Company, a California Corporation

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (conunencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Arch Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Missouri, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Two Million, Forty Seven Thousand Dollars (\$2,047,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, FL, this 31st day of December, 2013.

D. R. Horton Los Angeles Holding Company, a
California Corporation
Principal

Arch Insurance Company
Surety

By: 
Its: Managing Member

By: 
Attorney-In-Fact

Barbara M. Murakami
(print name)

Margaret A. Ginem
(print name)

Č/O WILLIS OF FLORIDA
4211 W BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES (813)281-2095

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH } SS.

On this 31st day of December, 2013 before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____


Anett Cardinale



This area for Official Notarial Seal

California All-Purpose Acknowledgement

State of California }
 County of Riverside

On January 3, 2014 before me, Jennifer L. O'Leary a Notary Public
 personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
 Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

Individual
 Corporate Officer: _____
 Partner - Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

Thumbprint of Signer 2

Individual
 Corporate Officer: _____
 Partner - Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Carol H. Hermes, David H. Carr, Linda Horn and Margaret A. Ginem of Tampa, FL (EACH)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of November, 2011.

Attested and Certified

Arch Insurance Company


Martin J. Nielsen, Secretary

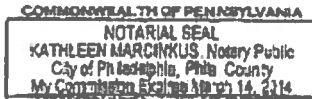




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nielsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nielsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 23, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of December, 2013.


Martin J. Nielsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: GEORGE ALVAREZ, CITY ENGINEER

SUBJECT: PROJECT AGREEMENT FOR FEE CREDIT/REIMBURSEMENT
OF TRAFFIC SIGNAL IMPROVEMENTS AT SCHLEISMAN
ROAD AND HAMNER AVENUE

RECOMMENDATION: APPROVE THE PROJECT AGREEMENT FOR FEE
CREDIT/REIMBURSEMENT OF TRAFFIC SIGNAL IMPROVEMENTS AT
SCHLEISMAN ROAD AND HAMNER AVENUE (TRACT 34014)

BACKGROUND:

Tentative Tract Map 34014 was conditionally approved by the County of Riverside in 2007. One of the conditions of approval is the installation of a traffic signal at the intersection of Schleisman Road (realigned) and Hamner Avenue.

The Developer, DR Horton, has requested to enter into the attached Reimbursement/Credit Agreement (“Agreement”) with the City, the terms of which allow the Developer's actual cost for construction of the traffic signal to be reimbursed, or to be used as credit against the Developer Impact Fee (DIF) to be paid by the Developer.

DISCUSSION:

The attached Agreement provides a means by which the Developer’s (DR Horton) eligible construction cost for the traffic signal of Schleisman Road (realigned) and Hamner Avenue are offset against the Developer's obligation to pay the applicable DIF fees. The City estimates that the Developer's DIF fee obligation for Tract 34014 is \$155,232. The City has determined that the Developer would be eligible for fee credit in an amount not to exceed \$155,230 as shown in Exhibit C of the Agreement. Although, the estimated cost to install the traffic signal is \$300,000, the amount of fee credit cannot exceed the amount of DIF fee to be collected.

Upon recordation of the Notice of Completion for the traffic signal installation and acceptance by the City Engineer, the Developer shall submit a billing to the City requesting determination of the actual cost of the improvement and the final DIF fee credit. The fee credit amount of the earned credit is to equal the actual incurred in an amount not to exceed \$155,232.

FISCAL IMPACT:

There is no fiscal impact to the City.

ATTACHMENT(S):

1. Agreement

Prepared by: George Alvarez
Reviewed by: City Manager
City Attorney

**PROJECT AGREEMENT
TRAFFIC SIGNAL IMPROVEMENTS
FOR FEE CREDIT/REIMBURSEMENT
(A Street / Hamner Avenue)**

THIS PROJECT AGREEMENT (this "Agreement"), entered into this _____ day of _____, 20___, by and between the City of Eastvale, a California municipal corporation (the "City") and D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation (the "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer presently owns a property, which has received development approval from the City for residential development as Tract 34014, as shown Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, as a condition of development of the Property, the Developer is required to construct or cause to be constructed traffic signal improvements at the intersection of A Street/Hamner Avenue (the "Project"), as shown and described in Exhibit B, attached hereto and incorporated herein, to partially mitigate identified impacts resulting from the residential development of the Property; and

WHEREAS, the Eastvale City Council (the "Council") adopted Ordinance No. 2012-02 establishing development impact fees (respectively, the "Ordinance" and the "Developer Impact Fee") to be paid at the time a certificate of occupancy is issued or upon final inspection, whichever occurs first;

WHEREAS, 110.28.090 of the Eastvale Municipal Code pertaining to Development Impact Fee provides general conditions under which a credit against all or a portion of the Developer Impact Fee may be earned;

WHEREAS, a component of the Developer Impact Fee is a stated dollar amount to be utilized for the construction of transportation improvements within the City;

WHEREAS, the Developer is eligible to receive a reimbursement for the actual planning, engineering and construction cost of the Project, up to a maximum amount of \$155,232, as shown and described in Exhibit C, attached hereto and incorporated herein;

WHEREAS, the Developer and the City desire to enter into this Agreement to provide the conditions under which the Developer is to construct or cause to be constructed the Project, to establish the fee credit to be earned by the Developer, and the manner in which the fee credit is to be applied against the Development Impact Fee to be paid by the Developer upon the development of the Property; and

WHEREAS, this traffic signal project is deemed eligible for fee credit or reimbursement based on the criteria set forth in Ordinance No. 2012-02, and the policies and practices of the City of Eastvale.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

Section 1. Purpose of the Agreement: The Developer shall cause, consistent with this Agreement, the Project to be designed, engineered and constructed as if it had been constructed under the direction and supervision or under the authority of the City, and upon acceptance of the Project by the City, the Developer will have earned a fee credit in the dollar amount determined consistent with the provisions of this Agreement that is to be applied against the Development Impact Fee to be paid for the development of the Property.

Section 2. Definitions: Unless otherwise specifically defined in this Agreement, all terms will have the meaning ascribed to them by the Ordinance.

Section 3. Preparation and Approval of Plans and Specifications: To the extent that it has not already done so, the Developer shall cause plans and specifications (collectively, the "Plans") to be prepared for the Project. The Developer shall obtain the written approval of the Plans from the City. The Developer shall provide a copy of the Plans to the City Engineer, or his/her designee (the "City Engineer").

Section 4. Duty of Developer to Construct: The Developer shall construct or cause to be constructed the Project in accordance with the approved Plans approved by the City Engineer. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Project in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to require the Developer to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Agreement.

Section 5. Bid and Construction Requirements: In order to insure that the Project is constructed as if it had been constructed under the direction and supervision, or under the authority of, the City, the Developer shall comply with all of the requirements set forth in this Section.

(a) Prior to soliciting bids, the Developer shall submit a bid packet for review and approval to the City Engineer. The contract for the construction of the Project shall be awarded to the responsible bidder submitting the lowest responsive bid for the Project after notice inviting sealed bids is given as required for public works projects pursuant to any applicable provisions of the California Public Contracts Code and the rules, regulations and policies of the City. Upon opening of bids and prior to awarding the construction contract, the Developer shall submit the lowest responsible bidder's bid to

the City Engineer for review and approval, which approval will not be unreasonably withheld, conditioned or delayed.

(b) The Developer shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to general prevailing wage rates as required by the specifications approved by the City Engineer. The City has provided the Developer with copies of tables setting forth the general prevailing wage rates, and the Developer hereby acknowledges receipt thereof.

(c) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Project, to provide proof of insurance coverage satisfying the requirements of Section 11 (g) hereof throughout the term of the construction of the Project. Rather than requiring its contractors to provide such insurance, the Developer may elect to provide the same for the benefit of its contractors.

(d) Each contractor engaged to perform work on the Project shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Developer and the City as obligees and issued by a California admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure. All such bonds shall be in a form as shown in Exhibit D. Rather than requiring its contractors to provide such bonds, the Developer may elect to provide the same for the benefit of its contractors.

(e) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Project, to comply, with such other requirements relating to the construction of the Project as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable Federal, State or City laws, rules or procedures.

(f) The Developer shall require, and the specifications, bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to submit certified weekly payroll records to the Developer for inspection by the City Engineer, and to furnish certified payroll records to the City Engineer promptly upon request.

(g) All change orders shall be reviewed and approved by the City Engineer for the purpose of ensuring that they comply with City standards, which review and approval will not be unreasonably withheld.

(h) The Developer shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require that the foregoing requirements have been satisfied as to the Project.

Section 6. NPDES Compliance: The Developer shall prepare and implement, or cause to be prepared and implemented, a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirement of the State's National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction Activity (SWRCB Order No. 99-08 DWQ) and any amendments thereto (the "General Permit"). The General Permit regulates both stormwater and non-stormwater discharges associated with construction activities required by this Agreement.

The SWPPP shall identify site specific "Best Management Practices" ("BMP's") to be implemented during and after construction to control pollution of Stormwater runoff and receiving waters. The identified BMP's shall include, but not be limited to, "good housekeeping" practices for the "Construction Site" (which is defined to include not only the site on which the Project is to be constructed but also any off site staging areas and material storage areas) such as establishing stabilized construction access points, providing adequate sanitary/septic waste management, designating vehicle and equipment cleaning/maintenance areas, employing proper material handling and storage practices, maintaining adequate soil stabilization and erosion control practices to control the discharge of pollutants from the Construction Site and any activities thereon. The SWPPP shall also stipulate to an ongoing program for monitoring and maintenance of all BMP's.

The Developer shall be solely responsible throughout the duration of constructing the Project for placing, installing, constructing, inspecting and maintaining all BMP's identified in the SWPPP and amendments thereto and for removing and disposing of temporary BMP's.

The Developer shall become fully informed of and comply with the applicable provisions of the General Permit, Federal, State and local regulations that govern the Developer's activities and operation pertaining to both stormwater and non-stormwater discharges from the Construction Site and any area of disturbance outside said Construction Site. The Developer shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the Construction Site. The SWPPP shall be made available upon request of a representative of the SWRCB, San Diego Regional Water Quality Control Board, or the United States Environmental Protection Agency. The Developer shall, at reasonable times, allow authorized agents of the above referenced agencies, upon the presentation of credentials to: (i) enter upon the Construction Site; (ii) have access to and copy any records required to be kept as specified in the General Permit, (iii) inspect the Construction Site, including any offsite staging areas or material storage areas and determine whether related soil stabilization and sediment control BMP's have been implemented and maintained, and (iv) sample or monitor stormwater or non-stormwater runoff for purposes of ensuring compliance with the General Permit.

The Developer shall be solely and exclusively responsible for any arrangements made between the Developer and other property owners or entities that result in disturbance of land at the Construction Site.

The Developer shall be responsible for all costs and for any liability imposed by law as a result of the Developer's failure to comply with the requirements set forth in this Section, including but not limited to, compliance with the applicable provisions of the General Permit and Federal, State and local regulations. For the purpose of this Section, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Developer, including those levied under the Federal Clean Water Act and the State's Porter-Cologne Water Quality Act.

Section 7. Permits: To the extent authorized by law, the City will grant to the Developer the necessary City permit(s) required to allow for the construction of the Project as approved by the City and provided the Developer complies with all requirements for said permit(s).

Section 8. Notice of Intent to Commence Construction: Not less than ten (10) Business Days prior to the date on which Developer intends to commence construction of the Project, the Developer shall provide a written "Notice of Intent" to the City Engineer. Construction of the Project shall not precede until the City Engineer issues a "Notice to Proceed" to the Developer. The "Notice of Intent" is to include the following documents:

- (a) Copies of all Licenses and Regulatory Permits secured pursuant to Sections 6 and 7, above, including a copy of the Notice of Intent ("NOI") and waste discharge identification number ("WDID No.") received from the SWRCB pursuant to Section 6, above.
- (b) Copies of the bonds required by Section 5(d), above.
- (c) Construction Inspection Deposit required by Section 5(h), above.
- (d) Duly executed irrevocable offer(s) of dedication to the public for flood control and road purposes, including ingress and egress, for the rights of way deemed necessary by the City for the construction, inspection, operation and maintenance of the Project.
- (e) Preliminary reports of title dated not more than thirty (30) days prior to date of submission for all property described in the irrevocable offer(s) of dedication.
- (f) A complete list of all contractors and subcontractors to be performing work on the Project, including the corresponding license number and license classification of each. On said list, the Developer shall also identify its designated superintendent for construction of the Project.
- (g) A construction schedule which shall show the order and dates in which the Developer and the Developer's contractor proposes to carry on the various parts of work, including estimated start and completion dates. As the construction progresses the Developer shall update said construction schedule upon request.
- (h) The final mylar plan sheets for the Project and assign their ownership to the City, as appropriate, prior to the start of construction of the Project.

- (i) Certificates of insurance and endorsements as required by Section 11, below.

Section 9. Inspection; Completion of Construction: The City Engineer shall have responsibility for providing inspection of the Project construction work to insure that the construction work is accomplished in accordance with the Plans approved by the City Engineer. City personnel shall have access to the construction worksite at all reasonable times for the purpose of accomplishing such inspection.

No later than thirty (30) business days after receiving notification from the City that the Project has been constructed in accordance with the Plans, the Developer shall forthwith file with the Riverside County Recorder a Notice of Completion pursuant to the provisions of Section 3093 of the California Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

The Developer shall complete the construction of the Project and file the Notice of Completion within three (3) years from the date of this Agreement, unless the Parties by mutual consent agree to extend this deadline. If the Project has not been completed within said three (3) years and an extension of time has not be requested, the Developer shall forfeit any and all traffic signal fee credits and reimbursements for this Project, limited to those covered by this agreement.

Section 10. Maintenance of Facilities; Warranties: The Developer shall maintain the Project in good and safe condition until its acceptance by the City. Prior to the acceptance of the Project, the Developer shall be responsible for maintaining the Project in proper operating condition, and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of acceptance, the performance bond provided by the Developer for the Project pursuant to Section 5(d) hereof will be reduced to an amount equal to 10% of the original amount thereof and shall serve as a warranty bond to guarantee that the Project will be free from defects due to faulty workmanship or materials for a period of 12 months from the date of acceptance, or the Developer may elect to provide a new warranty bond or cash in such an amount. As of the date of acceptance of the Project, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to the Project.

Section 11. Insurance Requirements: Without limiting or diminishing the Developer's obligation to indemnify or hold the City harmless, the Developer shall procure and maintain or cause to be maintained, at its sole cost and expense the following insurance coverages during the term of this Agreement.

- (a) *Commercial General Liability:* Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, explosion, collapses, use of cranes, and other heavy equipment and underground hazards, personal and advertising injury covering claims which may arise from or out of Developer's performance of its obligations hereunder. Policy shall name by endorsement the City and its special districts, respective directors, officers, City Council, elected officials, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(b) *Vehicle Liability:* Developer shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement the City, its special districts, their respective directors, officers, City Council, elected officials, employees, agents or representatives as Additional Insureds.

(c) *Worker's Compensation Insurance:* Developer shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupation Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the City, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

General Insurance Provisions - all lines:

(d) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the City Risk Manager.

(e) The Developer's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the City Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the City, at the election of the City's Risk Manager, the Developer's carriers shall either: (i) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the City, or (ii) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(f) The Developer shall cause their insurance carrier(s) to furnish the City with (i) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or (ii) if requested to do so orally or in writing by the City Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

(g) Further, said Certificate(s) and Endorsements to policies of insurance shall contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and

attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(h) *The Developer shall not commence construction of the Improvements until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.*

(i) It is understood and agreed by the Parties hereto and the Developer's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(j) The Developer and contractors shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement and will require all such subcontractors to name on their insurance policies by endorsement the City, its special districts, their respective directors, officers, City Council, elected officials employees, agents or representatives as Additional Insureds. Copies of such certificates and endorsements shall be provided to the City. The minimum limits of liability required of all tiers of subcontractors are \$1,000,000 Combined Single Limit for Commercial General Liability and \$1,000,000 Combined Single Limit for Vehicle Liability Insurance.

Section 12. Ownership of Facilities: Notwithstanding the fact that a portion or all of the Project may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Project shall be and remain the property of the Developer until acceptable title thereto is conveyed to the City as provided herein. Acceptable title means title to land, or an easement therein, delivered free and clear of all liens, taxes assessments, leases, easements, and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are reasonably determined by the City not to interfere with the intended use of the land and the Project. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the Code and the provisions of this Section shall control.

Section 13. Fee Credit and Reimbursement for Construction Costs: The Developer has not previously paid transportation component DIF for the project. The Developer acknowledges that the Property is subject to a Developer Impact Fee (transportation component) of \$693.00 per dwelling unit, resulting in a total transportation component fee within the Property of \$155,232.00. The Developer accepts that this Agreement does not serve to estop the City from making adjustments to the Developer Impact Fee, by amending the Ordinance, consistent with State law. The Developer acknowledges that the City Council will annually consider adjustments to the Developer Impact Fee, including the transportation component, which address at minimum, increases in the consumer price index. Additionally, cash reimbursement is subject to availability and programming of funds received by the City.

(a) Upon recordation of a Notice of Completion for the Project and acceptance of the Project by the City Engineer, the Developer shall submit a billing to the City Engineer requesting determination of the actual cost of the Project and the traffic signal fee credit. The dollar amount of the earned fee credit cannot exceed the dollar amount stated in Exhibit C. The Developer shall supply all documentation requested by the City Engineer in determining the actual construction cost of the Project. The City Engineer will use his best efforts to determine the amount of the earned fee credit within thirty (30) calendar days of receipt of the bill submitted by the Developer.

(b) The City Engineer will provide the Developer written notice, in the form of Exhibit E attached hereto (the "Credit Notice"), of the dollar amount of the earned credit. If the dollar amount of the earned fee credit exceeds the dollar amount of the transportation component of the Developer Impact Fee that would otherwise be due from the Developer (the "Fee Credit Excess"), the City Engineer will identify in the Notice that the Fee Credit Excess will generate either: (i) a cash reimbursement to the Developer or (ii) an earned fee credit to offset the transportation fee component of the Developer Impact Fee required on another approved tract or parcel map to be developed by the Developer. Developer shall retain the right to select reimbursement or credit transfer at any time after validation of eligible expenses. Once completed, the Credit Notice is to be executed and dated by the City Engineer and the Developer.

(c) If the dollar amount of the earned fee credit is less than the traffic signal fee component of the Developer Impact Fee that would be due from the Developer, the Credit Notice will so note and the amount of credit to be applied with each Development Impact Fee payment on either a per unit or per acre basis will be identified.

Section 14. Representations, Warranties and Covenants of the Developer: The Developer makes the following representations, warranties and covenants for the benefit of the City, as of the date hereof and as of the date of the Payment Request is delivered to the City hereunder:

(a) Organization. The Developer represents and warrants that the Developer is a legal business entity duly organized and validly existing under the laws of the State of California, is in good standing under the laws of the State of California, and has 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 Developer represents and warrants that the Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) Binding Obligation. The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Completion of Project. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Project to be completed in accordance with this Agreement.

(e) Compliance with Laws. The Developer covenants that, while the Project is owned by the Developer or required pursuant to this Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Project in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project.

(f) Financial Records. Until the final acceptance of the Project, the Developer covenants to maintain proper books of record and account for the Project and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City and the City Engineer, at any reasonable time during regular business hours on two business days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

(g) Permits. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Project and that it will pay all fees relating thereto. The Developer and the City mutually represent and warrant to each other that to their actual knowledge, as of the date hereof, there is no material legal impediment to the Developer's proceeding with and completing the construction of the Project.

Section 15. Representations, Warranties and Covenants of City: City makes the following representations, warranties and covenants for the benefit of the Developer:

(a) Authority. City represents and warrants that City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of City.

(b) Binding Obligation. City represents and warrants that this Agreement is a valid and binding obligation of City and is enforceable against City in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of the Improvements. The City covenants that it will use its reasonable and diligent efforts to take expeditiously all actions that may be lawfully required for the Project including issuing permits, processing and approving plans and specifications and inspecting and accepting the Project in accordance with this Agreement.

Section 16. Indemnification: The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which the City, or its respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Project, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder, or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Project. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any attorney's fees or court costs, to and recover the same from the Developer. The Parties acknowledge and agree that the Developer shall be released from the indemnity obligation set forth herein upon the expiration of all applicable statute of limitations periods. No indemnification is required to be paid by Developer for any claim, liability, loss, expense, suit, action, decree, judgment, award of attorneys' fees and court cost as a result of, or by reason of, or in consequence of, or arising out of the willful misconduct or sole or active negligence of the indemnified parties.

Section 17. Developer as a Private Developer: In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 18. Other Agreements: Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Project.

Section 19. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the matters herein provided for.

Section 20. Binding on Successors and Assigns: Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the Parties hereto.

Section 21. Amendments: This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

Section 22. Waivers: No waiver of, or consent with respect to, any provision of this Agreement by a Party hereto shall in any event be effective unless the same shall be in writing and signed by such Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 23. No Third Party Beneficiaries: No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 24. Notices: Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely:

CITY: George Alvarez, City Engineer
City of Eastvale
12363 Limonite Avenue, Ste. 910
Eastvale, CA 91752
Phone: (951) 361-0900

DEVELOPER: D.R. Horton, America's Builder
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Attn: Barbara Murakami
Phone: (800) 773-0485

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the Party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopy, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 25. Jurisdiction and Venue: Each of the Parties (a) agrees that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America in the district in which said City is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives

any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Parties agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 26. Attorneys' Fees: If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

Section 27. Governing Law: This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 28. Usage of Words: As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 29. Interpretation: The Parties to this Agreement and their counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting Parties shall not be employed in the interpretation of this Agreement.

Section 30. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURES ON NEXT PAGE]

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

CITY OF EASTVALE

RECOMMENDED FOR APPROVAL:

By: _____ Date: _____
George Alvarez, PE
City Engineer

APPROVED AS TO FORM:

By: _____ Date: _____
City Attorney

APPROVAL BY THE EASTVALE CITY COUNCIL:

By: _____ Date: _____
Mayor, City Council

ATTEST:

By: _____ Date: _____
Carol Jacobs
City Manager

DEVELOPER

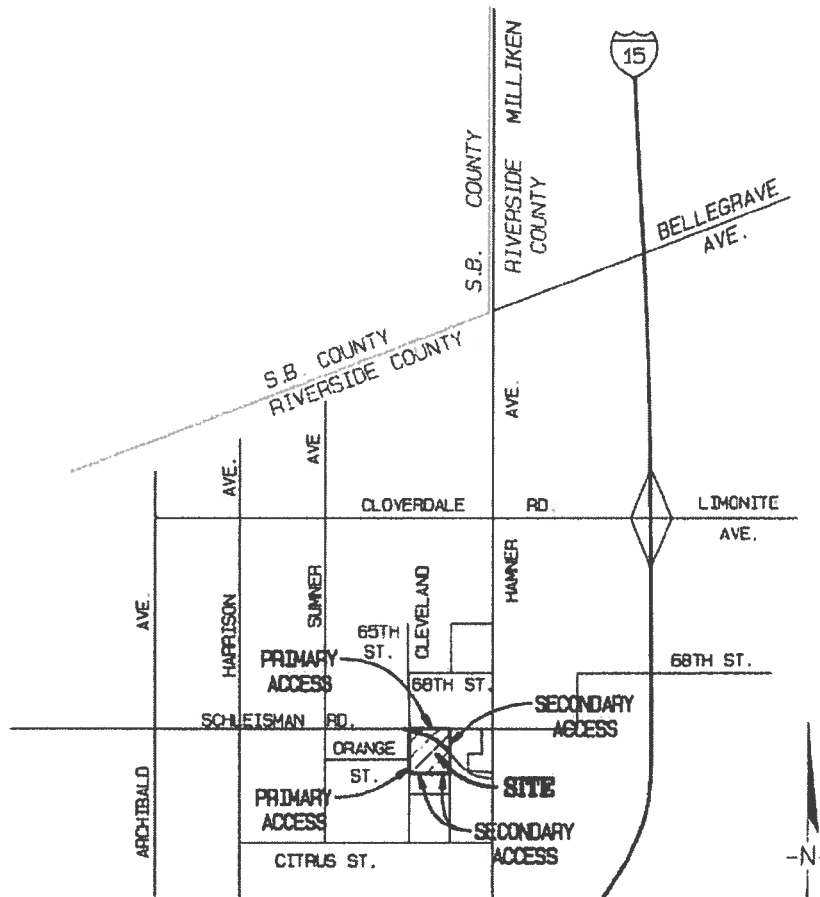
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: _____
Barbara Murakami
Assistant Vice President and Assistant Secretary

EXHIBIT A

DESCRIPTION OF PROPERTY

TRACT 34014 is a 38.2 acre residential development located at the southeast corner of Scholar Way and Schleisman Road in the City of Eastvale. Approximately 224 single family residential units are planned. Major infrastructure improvements include the extension and realignment of Schleisman Way, a new traffic signal at the intersection of A Street / Hamner Road, and modification of existing traffic signals at other off-site locations.



VICINITY MAP

NTS

SECTION 36, T.2S, R.7W

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

This fee credit agreement is for installation of a new traffic signal at the intersection of A Street and Hamner Way.

EXHIBIT C

TRANSPORTATION COMPONENT FEE OBLIGATION

For Tract 34014

Number of Residential Units:

Developer Transportation Fee Obligation Amount: \$155,232_____

Fee Breakdown

| | |
|-------------|-------------------|
| Paid Lots | \$ <u>0</u> |
| Unpaid Lots | \$ <u>155,232</u> |

Traffic Signal Engineer's Cost Estimate: \$_____

Estimate Breakdown

| | |
|--------------------|----------|
| Signalization | \$ _____ |
| Design/Engineering | \$ _____ |
| Fees and Bonds | \$ _____ |

Fee Credit for actual eligible costs shall not exceed a maximum of \$155,232.

EXHIBIT D
FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. SU1124502
INITIAL PREMIUM: \$17,546.00 annually
SUBJECT TO RENEWAL
"Copper Sky"

CITY OF EASTVALE

PROJECT NO. _____ SUBDIVISION IMPROVEMENT BOND
(Faithful Performance)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale, California ("City") and D.R. Horton Los Angeles Holding* ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments and all other required facilities for Tract No. 34014 ("Public Improvements"); *Company, a California Corporation

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Arch Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Missouri, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million, Eight Hundred Ninety Nine Thousand Dollars (\$3,899,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, FL, this 31st day of December, 2013.

D R Horton Los Angeles Holding Company, a
California Corporation

Principal

Arch Insurance Company

Surety

By:

Barbara M. Murakami
Its: Managing Member

By:

Margaret A. Ginem
Attorney-In-Fact

Barbara M. Murakami
(print name)

Margaret A. Ginem
(print name)

C/O WILLIS OF FLORIDA
4211 W BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES (813)281-2095

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, it must be signed by all partners. If the Principal is an Individual doing business under a fictitious name, it must be signed by all persons having an interest in the business and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The bond, after approval, must be filed with the Assistant City Clerk of the City of Eastvale.

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 31st day of December, 2013 before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____



Anett Cardinale

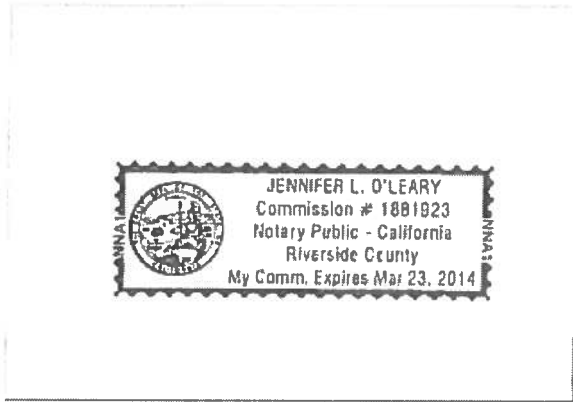


This area for Official Notarial Seal

California All-Purpose Acknowledgement

State of California }
County of Riverside

on January 3, 2014 before me, Jennifer L. O'Leary a Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Carol H. Hermes, David H. Carr, Linda Horn and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of November, 2011.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

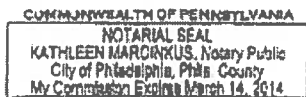




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 23, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of December, 2013.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



BOND NO. SU1124502
INITIAL PREMIUM: Included in Performance Bond
SUBJECT TO RENEWAL
"Copper Sky"

CITY OF EASTVALE

PROJECT NO. _____ SUBDIVISION IMPROVEMENT BOND

(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Eastvale California ("City") and D.R. Horton Los Angeles Holding ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, survey monuments, and all other required facilities for Tract No.34014 ("Public Improvements"); *Company, a California Corporation

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Arch Insurance Company _____ ("Surety"), a corporation organized and existing under the laws of the State of Missouri, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Two Million, Forty Seven Thousand Dollars (\$2,047,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, FL, this 31st day of December, 2013.

D. R. Horton Los Angeles Holding Company, a
California Corporation

Principal

Arch Insurance Company

Surety

By:

Barbara M. Murakami
Its: Managing Member

Barbara M. Murakami
(print name)

By:

Margaret A. Ginem
Attorney-In-Fact

Margaret A. Ginem

(print name)

©/© WILLIS OF FLORIDA
4211 W. BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES: (813)281-2095

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 31st day of December, 2013 before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____

Anett Cardinale

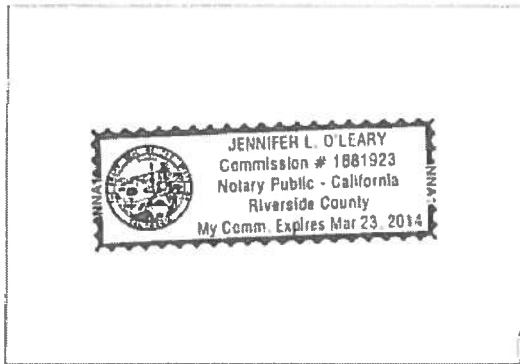


This area for Official Notarial Seal

California All-Purpose Acknowledgement

State of California }
County of Riverside

On January 3, 2014 before me, Jennifer L. O'Leary Notary Public
personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jennifer L. O'Leary
Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

Individual
 Corporate Officer: _____
 Partner - Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

Thumbprint of Signer 2

Individual
 Corporate Officer: _____
 Partner - Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Carol H. Hermes, David H. Carr, Linda Horn and Margaret A. Ginem of Tampa, FL (EACH)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.


In Testimony Whereof, the Company has caused this Instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of November, 2011.

Attested and Certified

Arch Insurance Company

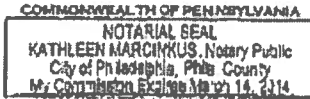

Martin J. Nilsen, Secretary





David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 23, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of December, 2013.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



EXHIBIT E

NOTICE OF CREDIT

Tract/Parcel Map No. _____ Date: _____, 20__

Units/Acres that have not paid Development Impact Fees as of the date of this Notice: _____/acres

Earned Fee Credit Amount: \$ _____

Subtract Amount of Development Impact Fee transportation fee component still due as of the date of this Notice:

\$ _____ / unit/acre x _____ units/acres = \$ _____

Fee Credit - Excess/(Deficiency) \$ _____

A fee credit of \$ _____ / **unit/acre*** will apply to Tract/Parcel Map No. _____

Application of Fee Credit Excess:

Amount of Fee Credit Excess: \$ _____

Amount to be Applied to Tract/Parcel Map _____ on a per unit/acre basis of \$ _____ / **unit/acre***: \$ _____

Amount to be Applied to Tract/Parcel Map _____ on a per unit/acre basis of \$ _____ / **unit/acre***: \$ _____

Amount to be Credited \$ _____

Terms on which Fee Credit is to be made:

* The traffic signal component of the Development Impact Fees collected for the above specified Tract/Parcel Maps shall be reduced by the rates shown in bold face type at the time of payment.



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

**SUBJECT: STATEMENT OF REVENUE & EXPENSE (UNAUDITED) –
JANUARY 2014 AND FEBRUARY 2014**

RECOMMENDATION: RECEIVE AND FILE

BACKGROUND:

The Statement of Revenue and Expense (unaudited) for the months of January and February 2014 are included for review.

DISCUSSION:

Receive and file the Statement of Revenue & Expense (unaudited) for the months of January and February 2014.

FISCAL IMPACT:

No budget or fiscal impact.

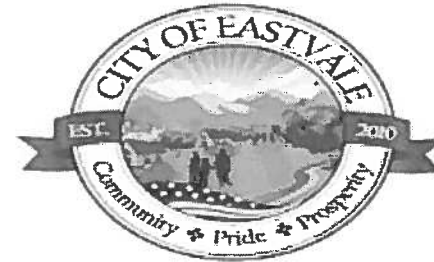
ATTACHMENTS:

1. Statement of Revenue and Expenditures (unaudited) 01/01/2014 – 01/31/2014
2. Statement of Revenue and Expenditures (unaudited) 02/01/2014 – 02/28/2014

Prepared by: Joann Gitmed

Reviewed by: Terry Shea, Finance Director
Carol Jacobs, City Manager
City Attorney

General Ledger
STATEMENT OF REVENUES
AND EXPENDITURES
UNAUDITED



User: jgitmed
Printed: 03/13/14 14:28:40
Period 07 - 07
Fiscal Year 2014

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|-----------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------|
| 100 | GENERAL FUND | | | | | |
| | Revenue | | | | | |
| 100-000-4000 | BASE PROPERTY TAX (S) | 1,758,144.00 | 351,020.14 | 878,720.63 | 879,423.37 | 49.98 |
| 100-000-4010 | BASE PROPERTY TAX (U) | 0.00 | 0.00 | 82,707.90 | -82,707.90 | 0.00 |
| 100-000-4030 | OTHER PROPERTY TAX | 0.00 | 25,745.96 | 25,745.96 | -25,745.96 | 0.00 |
| 100-000-4040 | HO-S EXEMPTION REIMB | 0.00 | 9,127.79 | 13,039.70 | -13,039.70 | 0.00 |
| 100-000-4050 | REAL PROPERTY TRANS TAX | 336,000.00 | 58,773.77 | 201,856.91 | 134,143.09 | 60.08 |
| 100-000-4070 | PROPERTY TAX 2345CURSUP | 0.00 | 3,428.77 | 3,428.77 | -3,428.77 | 0.00 |
| 100-000-4071 | PROPERTY TAX 2345PYSUP | 0.00 | 5,243.26 | 5,243.26 | -5,243.26 | 0.00 |
| | PROPERTY TAX | 2,094,144.00 | 453,339.69 | 1,210,743.13 | 883,400.87 | 57.82 |
| 100-000-4100 | SALES & USE TAX | 5,150,000.00 | 845,302.47 | 2,148,231.29 | 3,001,768.71 | 41.71 |
| 100-000-4150 | FRAN FEE - CABLE TV | 400,000.00 | 61,886.34 | 141,117.84 | 258,882.16 | 35.28 |
| 100-000-4151 | FRAN FEE - ELECTRIC | 300,000.00 | 82,689.36 | 165,378.72 | 134,621.28 | 55.13 |
| 100-000-4152 | FRAN FEE - REFUSE DISPOSA | 410,000.00 | 225,874.63 | 357,585.46 | 52,414.54 | 87.22 |
| 100-000-4153 | FRAN FEE - SO. CAL GAS | 160,000.00 | 0.00 | 0.00 | 160,000.00 | 0.00 |
| | SALES & OTHER TAX | 6,420,000.00 | 1,215,752.80 | 2,812,313.31 | 3,607,686.69 | 43.81 |
| 100-000-4200 | CONSTBLDG PERMIT FEE | 201,650.00 | 61,139.98 | 224,575.17 | -22,925.17 | 111.37 |
| 100-000-4203 | FIRE PLAN CHECK FEE | 0.00 | 7,941.00 | 12,932.00 | -12,932.00 | 0.00 |
| 100-000-4215 | DEVELOPMENT FEES | 1,563,525.00 | 183,360.86 | 1,309,679.59 | 253,845.41 | 83.76 |
| 100-000-4220 | TECHNOLOGY FEES | 27,800.00 | 0.00 | 0.00 | 27,800.00 | 0.00 |
| 100-000-4225 | ENCROACHMENT FEES | 0.00 | 1,843.00 | 4,880.26 | -4,880.26 | 0.00 |
| 100-000-4250 | BUSINESS REG FEES | 18,000.00 | 6,730.00 | 22,775.00 | -4,775.00 | 126.53 |
| 100-000-4251 | RENTAL REG FEE | 0.00 | 882.00 | 882.00 | -882.00 | 0.00 |
| 100-000-4252 | CASP FEE | 0.00 | 64.00 | 366.00 | -366.00 | 0.00 |
| 100-000-4255 | ANIMAL CONTROL FEES | 66,000.00 | 16,178.00 | 71,834.00 | -5,834.00 | 108.84 |
| 100-000-4260 | VACANT PROPERTY REGISTRATION | 6,000.00 | 0.00 | 70.00 | 5,930.00 | 1.17 |
| 100-000-4265 | FORECLOSED PROP REG FEE | 0.00 | 7,977.41 | 40,250.41 | -40,250.41 | 0.00 |
| | LICENSES & PERMITS | 1,882,975.00 | 286,116.25 | 1,688,244.43 | 194,730.57 | 89.66 |
| 100-000-4400 | MOTOR VEHICLE LICENSE FEES | 37,000.00 | 0.00 | 29,146.37 | 7,853.63 | 78.77 |
| | INTER-GOVERNMENTAL - STATE | 37,000.00 | 0.00 | 29,146.37 | 7,853.63 | 78.77 |
| 100-000-4503 | ABANDONED VEHICLE ABATEMENT | 0.00 | 442.31 | 442.31 | -442.31 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--------------------------------------|----------------------|---------------------|---------------------|---------------------|-----------------|
| | INTER-GOVERNMENTAL - COUNTYOT | 0.00 | 442.31 | 442.31 | -442.31 | 0.00 |
| 100-000-4300 | COURT, VEHICLE & PARKING FEES | 140,000.00 | 33,904.28 | 128,900.62 | 11,099.38 | 92.07 |
| 100-000-4301 | VEHICLE IMPOUND FEES | 21,600.00 | 4,967.00 | 15,151.00 | 6,449.00 | 70.14 |
| 100-000-4380 | PROPERTY DAMAGE REIMBURSEMENT | 0.00 | 3,039.35 | 3,039.35 | -3,039.35 | 0.00 |
| | FINES & FORFEITURES | 161,600.00 | 41,910.63 | 147,090.97 | 14,509.03 | 91.02 |
| 100-000-4600 | INTEREST INCOME | 12,000.00 | 6,502.33 | 14,805.04 | -2,805.04 | 123.38 |
| | USE OF MONEYPROPERTY | 12,000.00 | 6,502.33 | 14,805.04 | -2,805.04 | 123.38 |
| 100-000-4750 | CONTRIBUTIONS | 0.00 | 166.00 | 3,615.87 | -3,615.87 | 0.00 |
| | OTHER INCOME | 0.00 | 166.00 | 3,615.87 | -3,615.87 | 0.00 |
| 100-000-4390 | ADMINISTRATIVE FEE | 0.00 | 25.00 | 69.30 | -69.30 | 0.00 |
| 100-000-4395 | COPIES | 0.00 | 0.00 | 12.52 | -12.52 | 0.00 |
| | CHARGES FOR SERVICES | 0.00 | 25.00 | 81.82 | -81.82 | 0.00 |
| | Revenue | 10,607,719.00 | 2,004,255.01 | 5,906,483.25 | 4,701,235.75 | 55.68 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 100-100-6020 | SALARIES & WAGES - PART-TIME | 24,000.00 | 2,000.00 | 11,600.00 | 12,400.00 | 48.33 |
| | SALARIES & WAGES | 24,000.00 | 2,000.00 | 11,600.00 | 12,400.00 | 48.33 |
| 100-100-6120 | MEDICARE | 348.00 | 29.01 | 168.20 | 179.80 | 48.33 |
| 100-100-6150 | INSURANCE - HEALTH | 36,000.00 | 2,584.54 | 19,255.40 | 16,744.60 | 53.49 |
| 100-100-6155 | INSURANCE - WORKERS COMP | 6,861.00 | 2,440.37 | 4,103.56 | 2,757.44 | 59.81 |
| 100-100-6160 | INSURANCE - STATE UNEMPLOYMENT | 1,200.00 | 123.98 | 603.98 | 596.02 | 50.33 |
| | BENEFITS | 44,409.00 | 5,177.90 | 24,131.14 | 20,277.86 | 54.34 |
| 100-100-6240 | MEETINGS & CONFERENCES | 13,650.00 | 144.61 | 3,680.00 | 9,970.00 | 26.96 |
| 100-100-6245 | TRAVELLODGING | 6,950.00 | 0.00 | 1,024.00 | 5,926.00 | 14.73 |
| 100-100-6250 | MILEAGE REIMBURSEMENT | 2,740.00 | 72.21 | 491.35 | 2,248.65 | 17.93 |
| | STAFF DEVELOPMENT | 23,340.00 | 216.82 | 5,195.35 | 18,144.65 | 22.26 |
| 100-100-6415 | COMMUNITY PROMOTION | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 100-100-6428 | MEMBERSHIPS DUES | 42,350.00 | 18,091.70 | 28,959.30 | 13,390.70 | 68.38 |
| | PROF AND CONT SVCS | 43,350.00 | 18,091.70 | 28,959.30 | 14,390.70 | 66.80 |
| 100-100-6510 | OFFICE SUPPLIES | 0.00 | 26.35 | 36.71 | -36.71 | 0.00 |
| 100-100-6512 | OPERATING DEPARTMENTAL SUPPLIE | 1,500.00 | 1.44 | 63.72 | 1,436.28 | 4.25 |
| | MTCE AND OPERATIONS | 1,500.00 | 27.79 | 100.43 | 1,399.57 | 6.70 |
| 100 | CITY COUNCIL | 136,599.00 | 25,514.21 | 69,986.22 | 66,612.78 | 51.23 |
| 110 | CITY ATTORNEY | | | | | |
| 100-110-6420 | LEGAL | 171,500.00 | 14,342.40 | 86,415.20 | 85,084.80 | 50.39 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--------------------------------|-------------------|------------------|------------------|------------------|-----------------|
| 100-110-6421 | LEGAL - SPECIAL PROJECTS | 0.00 | 0.00 | 410.40 | -410.40 | 0.00 |
| | PROF AND CONT SVCS | 171,500.00 | 14,342.40 | 86,825.60 | 84,674.40 | 50.63 |
| 110 | CITY ATTORNEY | 171,500.00 | 14,342.40 | 86,825.60 | 84,674.40 | 50.63 |
| 120 | CITY CLERK | | | | | |
| 100-120-6010 | SALARIES & WAGES - FULL-TIME | 102,000.00 | 10,702.30 | 53,146.55 | 48,853.45 | 52.10 |
| 100-120-6020 | SALARIES & WAGES - PART-TIME | 5,040.00 | 0.00 | 0.00 | 5,040.00 | 0.00 |
| | SALARIES & WAGES | 107,040.00 | 10,702.30 | 53,146.55 | 53,893.45 | 49.65 |
| 100-120-6110 | FICA | 312.00 | 0.00 | 0.00 | 312.00 | 0.00 |
| 100-120-6120 | MEDICARE | 1,552.00 | 186.23 | 1,046.32 | 505.68 | 67.42 |
| 100-120-6130 | PERS-EMPLOYER | 12,240.00 | 873.58 | 4,376.01 | 7,863.99 | 35.75 |
| 100-120-6150 | INSURANCE - HEALTH | 36,000.00 | 3,112.19 | 19,931.99 | 16,068.01 | 55.37 |
| 100-120-6155 | INSURANCE - WORKERS COMP | 1,124.00 | 365.18 | 688.42 | 435.58 | 61.25 |
| 100-120-6160 | INSURANCE - STATE UNEMPLOYMENT | 952.00 | 708.09 | 813.23 | 138.77 | 85.42 |
| | BENEFITS | 52,180.00 | 5,245.27 | 26,855.97 | 25,324.03 | 51.47 |
| 100-120-6240 | MEETINGS & CONFERENCES | 2,760.00 | 363.62 | 853.62 | 1,906.38 | 30.93 |
| 100-120-6250 | MILEAGE REIMBURSEMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | STAFF DEVELOPMENT | 3,260.00 | 363.62 | 853.62 | 2,406.38 | 26.18 |
| 100-120-6414 | ADVERTISING | 3,000.00 | 221.10 | 1,971.00 | 1,029.00 | 65.70 |
| 100-120-6428 | MEMBERSHIPS DUES | 335.00 | -101.00 | 185.00 | 150.00 | 55.22 |
| 100-120-6495 | OTHER CONTRACTUAL SERVICES | 2,000.00 | 5,301.75 | 5,301.75 | -3,301.75 | 265.09 |
| | PROF AND CONT SVCS | 5,335.00 | 5,421.85 | 7,457.75 | -2,122.75 | 139.79 |
| 100-120-6510 | OFFICE SUPPLIES | 1,000.00 | 298.08 | 828.87 | 171.13 | 82.89 |
| 100-120-6512 | OPERATING DEPARTMENTAL SUPPLIE | 1,100.00 | 28.28 | 155.31 | 944.69 | 14.12 |
| | MTCE AND OPERATIONS | 2,100.00 | 326.36 | 984.18 | 1,115.82 | 46.87 |
| 120 | CITY CLERK | 169,915.00 | 22,059.40 | 89,298.07 | 80,616.93 | 52.55 |
| 200 | CITY MANAGER | | | | | |
| 100-200-6010 | SALARIES & WAGES - FULL-TIME | 276,000.00 | 31,258.25 | 138,579.72 | 137,420.28 | 50.21 |
| | SALARIES & WAGES | 276,000.00 | 31,258.25 | 138,579.72 | 137,420.28 | 50.21 |
| 100-200-6110 | FICA | 0.00 | 0.00 | 0.01 | -0.01 | 0.00 |
| 100-200-6120 | MEDICARE | 4,002.00 | 462.31 | 2,063.90 | 1,938.10 | 51.57 |
| 100-200-6130 | PERS-EMPLOYER | 33,120.00 | 2,904.19 | 12,835.40 | 20,284.60 | 38.75 |
| 100-200-6150 | INSURANCE - HEALTH | 36,000.00 | 2,590.44 | 14,039.04 | 21,960.96 | 39.00 |
| 100-200-6155 | INSURANCE - WORKERS COMP | 8,182.00 | 2,400.78 | 4,205.35 | 3,976.65 | 51.40 |
| 100-200-6160 | INSURANCE - STATE UNEMPLOYMENT | 700.00 | 868.00 | 1,218.01 | -518.01 | 174.00 |
| | BENEFITS | 82,004.00 | 9,225.72 | 34,361.71 | 47,642.29 | 41.90 |
| 100-200-6230 | PROFESSIONAL DEVELOPMENT | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 100-200-6240 | MEETINGS & CONFERENCES | 1,325.00 | 77.83 | 752.83 | 572.17 | 56.82 |
| 100-200-6245 | TRAVEL LODGING | 1,050.00 | 0.00 | 437.48 | 612.52 | 41.66 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--------------------------------|-------------------|------------------|-------------------|-------------------|-----------------|
| 100-200-6250 | MILEAGE REIMBURSEMENT | 0.00 | -77.83 | 0.00 | 0.00 | 0.00 |
| | STAFF DEVELOPMENT | 3,375.00 | 0.00 | 1,190.31 | 2,184.69 | 35.27 |
| 100-200-6416 | PRINTINGPUBLISHING | 0.00 | 0.00 | 6.30 | -6.30 | 0.00 |
| 100-200-6422 | ECONOMIC DEVELOPMENT | 75,250.00 | 758.14 | 1,401.64 | 73,848.36 | 1.86 |
| 100-200-6428 | MEMBERSHIPSDUES | 2,560.00 | 50.00 | 1,850.00 | 710.00 | 72.27 |
| 100-200-6490 | OTHER PROFESSIONAL SERVICES | 0.00 | -107.00 | 0.00 | 0.00 | 0.00 |
| 100-200-6495 | OTHER CONTRACTUAL SERVICES | 36,000.00 | 3,000.00 | 21,000.00 | 15,000.00 | 58.33 |
| | PROF AND CONT SVCS | 113,810.00 | 3,701.14 | 24,257.94 | 89,552.06 | 21.31 |
| 100-200-6510 | OFFICE SUPPLIES | 500.00 | 89.50 | 565.13 | -65.13 | 113.03 |
| 100-200-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 2,500.00 | 38.88 | 141.48 | 2,358.52 | 5.66 |
| | MTCE AND OPERATIONS | 3,000.00 | 128.38 | 706.61 | 2,293.39 | 23.55 |
| 200 | CITY MANAGER | 478,189.00 | 44,313.49 | 199,096.29 | 279,092.71 | 41.64 |
| 210 | FINANCE | | | | | |
| 100-210-6010 | SALARIES & WAGES - FULL-TIME | 144,000.00 | 15,353.22 | 76,542.74 | 67,457.26 | 53.15 |
| 100-210-6020 | SALARIES & WAGES - PART-TIME | 45,000.00 | 2,120.23 | 10,860.79 | 34,139.21 | 24.14 |
| | SALARIES & WAGES | 189,000.00 | 17,473.45 | 87,403.53 | 101,596.47 | 46.25 |
| 100-210-6120 | MEDICARE | 2,741.00 | 272.88 | 1,412.02 | 1,328.98 | 51.51 |
| 100-210-6130 | PERS-EMPLOYER | 22,680.00 | 1,649.83 | 8,422.32 | 14,257.68 | 37.14 |
| 100-210-6150 | INSURANCE - HEALTH | 36,000.00 | 3,064.55 | 20,934.69 | 15,065.31 | 58.15 |
| 100-210-6155 | INSURANCE - WORKERS COMP | 1,985.00 | 495.29 | 937.95 | 1,047.05 | 47.25 |
| 100-210-6160 | INSURANCE - STATE UNEMPLOYMENT | 1,050.00 | 999.47 | 999.47 | 50.53 | 95.19 |
| | BENEFITS | 64,456.00 | 6,482.02 | 32,706.45 | 31,749.55 | 50.74 |
| 100-210-6220 | SUBSCRIPTIONS & EDUC MATERIALS | 175.00 | 0.00 | 195.00 | -20.00 | 111.43 |
| 100-210-6230 | PROFESSIONAL DEVELOPMENT | 850.00 | 0.00 | 100.00 | 750.00 | 11.76 |
| 100-210-6240 | MEETINGS & CONFERENCES | 2,245.00 | 257.12 | 557.12 | 1,687.88 | 24.82 |
| 100-210-6245 | TRAVELLODGING | 900.00 | 197.50 | 197.50 | 702.50 | 21.94 |
| 100-210-6250 | MILEAGE REIMBURSEMENT | 250.00 | 122.04 | 122.04 | 127.96 | 48.82 |
| | STAFF DEVELOPMENT | 4,420.00 | 576.66 | 1,171.66 | 3,248.34 | 26.51 |
| 100-210-6410 | ACCOUNTING SERVICES | 31,200.00 | 3,245.00 | 12,098.00 | 19,102.00 | 38.78 |
| 100-210-6411 | AUDITING SERVICES | 20,000.00 | 70.00 | 4,170.00 | 15,830.00 | 20.85 |
| 100-210-6416 | PRINTINGPUBLISHING | 750.00 | 410.40 | 597.27 | 152.73 | 79.64 |
| 100-210-6428 | MEMBERSHIPSDUES | 970.00 | 0.00 | 1,295.00 | -325.00 | 133.51 |
| 100-210-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100-210-6490 | OTHER PROFESSIONAL SERVICES | 5,000.00 | 686.77 | 3,142.90 | 1,857.10 | 62.86 |
| 100-210-6495 | OTHER CONTRACTUAL SERVICES | 18,400.00 | 0.00 | 144,280.06 | -125,880.06 | 784.13 |
| | PROF AND CONT SVCS | 76,320.00 | 4,412.17 | 165,583.23 | -89,263.23 | 216.96 |
| 100-210-6510 | OFFICE SUPPLIES | 2,000.00 | 136.71 | 633.27 | 1,366.73 | 31.66 |
| 100-210-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 1,000.00 | 0.00 | 34.20 | 965.80 | 3.42 |
| | MTCE AND OPERATIONS | 3,000.00 | 136.71 | 667.47 | 2,332.53 | 22.25 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|----------------------------------|-------------------|------------------|-------------------|------------------|-----------------|
| 100-210-6622 | OFFICE EQUIPMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | CAPITAL OUTLAY | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 210 | FINANCE | 337,696.00 | 29,081.01 | 287,532.34 | 50,163.66 | 85.15 |
| 220 | PERSONNEL | | | | | |
| 100-220-6220 | SUBSCRIPTIONS & EDUC MATERIALS | 40.00 | 0.00 | 0.00 | 40.00 | 0.00 |
| 100-220-6230 | PROFESSIONAL DEVELOPMENT | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| | STAFF DEVELOPMENT | 5,040.00 | 0.00 | 0.00 | 5,040.00 | 0.00 |
| 100-220-6414 | ADVERTISING | 250.00 | 0.00 | 367.50 | -117.50 | 147.00 |
| 100-220-6490 | OTHER PROFESSIONAL SERVICES | 1,100.00 | 223.00 | 223.00 | 877.00 | 20.27 |
| | PROF AND CONT SVCS | 1,350.00 | 223.00 | 590.50 | 759.50 | 43.74 |
| 100-220-6510 | OFFICE SUPPLIES | 250.00 | 0.00 | 0.00 | 250.00 | 0.00 |
| | MTCE AND OPERATIONS | 250.00 | 0.00 | 0.00 | 250.00 | 0.00 |
| 220 | PERSONNEL | 6,640.00 | 223.00 | 590.50 | 6,049.50 | 8.89 |
| 230 | RISK MANAGEMENT | | | | | |
| 100-230-6155 | INSURANCE - WORKERS COMP | 0.00 | -6,171.60 | 1,136.50 | -1,136.50 | 0.00 |
| | BENEFITS | 0.00 | -6,171.60 | 1,136.50 | -1,136.50 | 0.00 |
| 100-230-6440 | INSURANCE - GENERALLIABILITY | 37,851.00 | 0.00 | 36,665.64 | 1,185.36 | 96.87 |
| | PROF AND CONT SVCS | 37,851.00 | 0.00 | 36,665.64 | 1,185.36 | 96.87 |
| 230 | RISK MANAGEMENT | 37,851.00 | -6,171.60 | 37,802.14 | 48.86 | 99.87 |
| 240 | INFORMATION TECHNOLOGY | | | | | |
| 100-240-6412 | TECHNOLOGY SERVICES | 103,270.00 | 33,445.40 | 74,757.53 | 28,512.47 | 72.39 |
| | PROF AND CONT SVCS | 103,270.00 | 33,445.40 | 74,757.53 | 28,512.47 | 72.39 |
| 100-240-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 500.00 | -103.00 | -103.00 | 603.00 | -20.60 |
| 100-240-6590 | OTHER EQUIPMENTSUPPLIES | 0.00 | 0.00 | 144.08 | -144.08 | 0.00 |
| | MTCE AND OPERATIONS | 500.00 | -103.00 | 41.08 | 458.92 | 8.22 |
| 100-240-6615 | COMPUTER HARDWARESOFTWARE | 0.00 | 1,050.55 | 5,611.70 | -5,611.70 | 0.00 |
| 100-240-6622 | OFFICE EQUIPMENT | 35,000.00 | 1,500.00 | 1,500.00 | 33,500.00 | 4.29 |
| | CAPITAL OUTLAY | 35,000.00 | 2,550.55 | 7,111.70 | 27,888.30 | 20.32 |
| 240 | INFORMATION TECHNOLOGY | 138,770.00 | 35,892.95 | 81,910.31 | 56,859.69 | 59.03 |
| 250 | PUBLIC INFORMATION OFFICE | | | | | |
| 100-250-6010 | SALARIES & WAGES - FULL-TIME | 60,000.00 | 6,923.07 | 34,625.60 | 25,374.40 | 57.71 |
| 100-250-6040 | OVERTIME | 0.00 | 86.55 | 238.01 | -238.01 | 0.00 |
| | SALARIES & WAGES | 60,000.00 | 7,009.62 | 34,863.61 | 25,136.39 | 58.11 |
| 100-250-6120 | MEDICARE | 870.00 | 123.39 | 657.77 | 212.23 | 75.61 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--|---------------------------------|---------------------------|-----------------------------|---------------------------------|------------------------|
| 100-250-6130 | PERS-EMPLOYER | 7,200.00 | 432.69 | 2,262.41 | 4,937.59 | 31.42 |
| 100-250-6150 | INSURANCE - HEALTH | 18,000.00 | 1,500.00 | 10,500.00 | 7,500.00 | 58.33 |
| 100-250-6155 | INSURANCE - WORKERS COMP | 630.00 | 216.66 | 408.38 | 221.62 | 64.82 |
| 100-250-6160 | INSURANCE - STATE UNEMPLOYMENT BENEFITS | 350.00 27,050.00 | 434.00 2,706.74 | 434.00 14,262.56 | -84.00 12,787.44 | 124.00 52.73 |
| 100-250-6240 | MEETINGS & CONFERENCES | 2,115.00 | 0.00 | 0.00 | 2,115.00 | 0.00 |
| 100-250-6245 | TRAVELLODGING | 1,625.00 | 0.00 | 0.00 | 1,625.00 | 0.00 |
| 100-250-6250 | MILEAGE REIMBURSEMENT STAFF DEVELOPMENT | 500.00 4,240.00 | 0.00 0.00 | 0.00 0.00 | 500.00 4,240.00 | 0.00 0.00 |
| 100-250-6415 | COMMUNITY PROMOTION | 16,100.00 | 0.00 | 100.00 | 16,000.00 | 0.62 |
| 100-250-6416 | PRINTINGPUBLISHING | 5,000.00 | 0.00 | 1,283.04 | 3,716.96 | 25.66 |
| 100-250-6428 | MEMBERSHIPS DUES PROF AND CONT SVCS | 1,140.00 22,240.00 | 225.00 225.00 | 1,140.00 2,523.04 | 0.00 19,716.96 | 100.00 11.34 |
| 100-250-6512 | OPERATINGDEPARTMENTAL SUPPLIE MTCE AND OPERATIONS | 0.00 0.00 | 0.00 0.00 | 34.20 34.20 | -34.20 -34.20 | 0.00 0.00 |
| 250 | PUBLIC INFORMATION OFFICE | 113,530.00 | 9,941.36 | 51,683.41 | 61,846.59 | 45.52 |
| 290 | GENERAL GOVERNMENT | | | | | |
| 100-290-6472 | RENTSLEASES-EQUIPMENT & VEHIC | 7,900.00 | 1,459.20 | 4,298.16 | 3,601.84 | 54.41 |
| 100-290-6499 | CONTINGENCY PROF AND CONT SVCS | 32,522.00 40,422.00 | 0.00 1,459.20 | 0.00 4,298.16 | 32,522.00 36,123.84 | 0.00 10.63 |
| 100-290-6340 | OFFICE EQUIPMENT REPAIR | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 100-290-6510 | OFFICE SUPPLIES | 5,000.00 | -266.78 | 1,561.68 | 3,438.32 | 31.23 |
| 100-290-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 5,000.00 | 296.30 | 1,132.84 | 3,867.16 | 22.66 |
| 100-290-6514 | POSTAGESHIPPIING | 3,300.00 | 215.99 | 339.32 | 2,960.68 | 10.28 |
| 100-290-6590 | OTHER EQUIPMENTSUPPLIES MTCE AND OPERATIONS | 0.00 13,800.00 | -276.31 -30.80 | 0.00 3,033.84 | 0.00 10,766.16 | 0.00 21.98 |
| 100-290-6830 | REVENUE NEUTRALITY PAYMENT DEBT SERVICE - PRINCIPAL | 287,500.00 287,500.00 | 0.00 0.00 | 0.00 0.00 | 287,500.00 287,500.00 | 0.00 0.00 |
| 290 | GENERAL GOVERNMENT | 341,722.00 | 1,428.40 | 7,332.00 | 334,390.00 | 2.15 |
| 295 | BUILDING & FACILITIES | | | | | |
| 100-295-6460 | JANITORIAL | 2,600.00 | 420.00 | 1,470.00 | 1,130.00 | 56.54 |
| 100-295-6474 | RENTSLEASES-LAND & BUILDINGS | 76,000.00 | 6,384.80 | 44,084.00 | 31,916.00 | 58.01 |
| 100-295-6490 | OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS | 420.00 79,020.00 | 70.00 6,874.80 | 295.00 45,849.00 | 125.00 33,171.00 | 70.24 58.02 |
| 100-295-6310 | BUILDING MAINTENANCE & REPAIR | 250.00 | 25.00 | 1,691.65 | -1,441.65 | 676.66 |
| 100-295-6372 | UTILITIES - ELECTRIC | 5,400.00 | 343.37 | 2,862.65 | 2,537.35 | 53.01 |
| 100-295-6376 | UTILITIES - TELEPHONE MTCE AND OPERATIONS | 10,500.00 16,150.00 | 679.50 1,047.87 | 4,747.91 9,302.21 | 5,752.09 6,847.79 | 45.22 57.60 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|----------------------------------|---------------------|-------------------|-------------------|-------------------|-----------------|
| 100-295-6622 | OFFICE EQUIPMENT | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| | CAPITAL OUTLAY | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 295 | BUILDING & FACILITIES | 96,370.00 | 7,922.67 | 55,151.21 | 41,218.79 | 57.23 |
| 300 | PLANNING | | | | | |
| 100-300-6212 | STIPENDS | 4,800.00 | 1,100.00 | 1,100.00 | 3,700.00 | 22.92 |
| 100-300-6230 | PROFESSIONAL DEVELOPMENT | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 100-300-6240 | MEETINGS & CONFERENCES | 2,625.00 | 0.00 | 0.00 | 2,625.00 | 0.00 |
| 100-300-6245 | TRAVEL/LODGING | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 0.00 |
| | STAFF DEVELOPMENT | 12,925.00 | 1,100.00 | 1,100.00 | 11,825.00 | 8.51 |
| 100-300-6414 | ADVERTISING | 2,500.00 | 0.00 | 1,097.50 | 1,402.50 | 43.90 |
| 100-300-6420 | LEGAL | 0.00 | -7,318.80 | 0.00 | 0.00 | 0.00 |
| 100-300-6426 | GENERAL PLAN SERVICES | 26,000.00 | 27.50 | 72.50 | 25,927.50 | 0.28 |
| 100-300-6431 | PLANNING | 745,000.00 | 23,201.25 | 129,523.23 | 615,476.77 | 17.39 |
| 100-300-6433 | PRIVATE DEVELOPMENT | 390,000.00 | 33,094.47 | 147,186.24 | 242,813.76 | 37.74 |
| | PROF AND CONT SVCS | 1,163,500.00 | 49,004.42 | 277,879.47 | 885,620.53 | 23.88 |
| 100-300-6510 | OFFICE SUPPLIES | 500.00 | 0.00 | 102.61 | 397.39 | 20.52 |
| 100-300-6512 | OPERATING/DEPARTMENTAL SUPPLIE | 500.00 | 93.59 | 305.00 | 195.00 | 61.00 |
| 100-300-6514 | POSTAGE/SHIPPING | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| | MTCE AND OPERATIONS | 1,100.00 | 93.59 | 407.61 | 692.39 | 37.06 |
| 300 | PLANNING | 1,177,525.00 | 50,198.01 | 279,387.08 | 898,137.92 | 23.73 |
| 310 | BUILDING & SAFETY | | | | | |
| 100-310-6432 | BUILDING & SAFETY | 200,000.00 | 46,950.00 | 131,067.50 | 68,932.50 | 65.53 |
| 100-310-6433 | PRIVATE DEVELOPMENT | 1,000,000.00 | 165,307.50 | 472,132.50 | 527,867.50 | 47.21 |
| | PROF AND CONT SVCS | 1,200,000.00 | 212,257.50 | 603,200.00 | 596,800.00 | 50.27 |
| 100-310-6510 | OFFICE SUPPLIES | 650.00 | 31.64 | 397.51 | 252.49 | 61.16 |
| 100-310-6512 | OPERATING/DEPARTMENTAL SUPPLIE | 1,000.00 | 46.81 | 630.91 | 369.09 | 63.09 |
| | MTCE AND OPERATIONS | 1,650.00 | 78.45 | 1,028.42 | 621.58 | 62.33 |
| 310 | BUILDING & SAFETY | 1,201,650.00 | 212,335.95 | 604,228.42 | 597,421.58 | 50.28 |
| 330 | CODE ENFORCEMENT | | | | | |
| 100-330-6010 | SALARIES & WAGES - FULL-TIME | 120,000.00 | 12,903.48 | 64,517.40 | 55,482.60 | 53.76 |
| 100-330-6040 | OVERTIME | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| | SALARIES & WAGES | 121,000.00 | 12,903.48 | 64,517.40 | 56,482.60 | 53.32 |
| 100-330-6120 | MEDICARE | 1,740.00 | 219.11 | 1,091.68 | 648.32 | 62.74 |
| 100-330-6130 | PERS-EMPLOYER | 14,400.00 | 1,218.33 | 6,206.85 | 8,193.15 | 43.10 |
| 100-330-6150 | INSURANCE - HEALTH | 36,000.00 | 3,052.37 | 21,028.50 | 14,971.50 | 58.41 |
| 100-330-6155 | INSURANCE - WORKERS COMP | 1,260.00 | 1,389.82 | 1,732.75 | -472.75 | 137.52 |
| 100-330-6160 | INSURANCE - STATE UNEMPLOYMENT | 700.00 | 860.10 | 922.47 | -222.47 | 131.78 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--------------------------------|---------------------|-------------------|---------------------|---------------------|-----------------|
| 100-330-6170 | UNIFORMS | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | BENEFITS | 54,600.00 | 6,739.73 | 30,982.25 | 23,617.75 | 56.74 |
| 100-330-6230 | PROFESSIONAL DEVELOPMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 100-330-6260 | EDUCATION REIMBURSEMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | STAFF DEVELOPMENT | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 100-330-6428 | MEMBERSHIPDUES | 150.00 | 0.00 | 0.00 | 150.00 | 0.00 |
| 100-330-6480 | PAYMENTS TO OTHER AGENCIES | 2,000.00 | 0.00 | 1,254.80 | 745.20 | 62.74 |
| | PROF AND CONT SVCS | 2,150.00 | 0.00 | 1,254.80 | 895.20 | 58.36 |
| 100-330-6330 | VEHICLE OPERATIONS | 4,500.00 | 478.65 | 1,948.84 | 2,551.16 | 43.31 |
| 100-330-6332 | GAS | 2,000.00 | 0.00 | 1,201.51 | 798.49 | 60.08 |
| 100-330-6376 | VEHICLE REPAIR | 2,500.00 | 125.07 | 750.64 | 1,749.36 | 30.03 |
| 100-330-6510 | UTILITIES - TELEPHONE | 500.00 | 14.23 | 75.03 | 424.97 | 15.01 |
| 100-330-6512 | OFFICE SUPPLIES | 4,000.00 | 756.00 | 1,231.13 | 2,768.87 | 30.78 |
| 100-330-6590 | OPERATINGDEPARTMENTAL SUPPLIE | 2,500.00 | 68.13 | 68.13 | 2,431.87 | 2.73 |
| | OTHER EQUIPMENTSUPPLIES | 16,000.00 | 1,442.08 | 5,275.28 | 10,724.72 | 32.97 |
| | MTCE AND OPERATIONS | | | | | |
| 330 | CODE ENFORCEMENT | 194,750.00 | 21,085.29 | 102,029.73 | 92,720.27 | 52.39 |
| 400 | LAW ENFORCEMENT | | | | | |
| 100-400-6170 | UNIFORMS | 1,350.00 | -211.41 | 0.00 | 1,350.00 | 0.00 |
| | BENEFITS | 1,350.00 | -211.41 | 0.00 | 1,350.00 | 0.00 |
| 100-400-6212 | STIPENDS | 2,400.00 | 200.00 | 200.00 | 2,200.00 | 8.33 |
| 100-400-6230 | PROFESSIONAL DEVELOPMENT | 1,690.00 | 0.00 | 0.00 | 1,690.00 | 0.00 |
| 100-400-6240 | MEETINGS & CONFERENCES | 2,800.00 | 0.00 | 0.00 | 2,800.00 | 0.00 |
| | STAFF DEVELOPMENT | 6,890.00 | 200.00 | 200.00 | 6,690.00 | 2.90 |
| 100-400-6416 | PRINTINGPUBLISHING | 9,480.00 | 0.00 | 2,069.13 | 7,410.87 | 21.83 |
| 100-400-6428 | MEMBERSHIPDUES | 120.00 | 0.00 | 0.00 | 120.00 | 0.00 |
| 100-400-6452 | POLICE SERVICES | 5,746,296.00 | 372,160.87 | 1,847,177.84 | 3,899,118.16 | 32.15 |
| 100-400-6453 | YOUTH EXPLORER PROGRAM | 1,430.00 | 0.00 | 850.00 | 580.00 | 59.44 |
| 100-400-6454 | BOOKING FEES | 23,743.00 | 0.00 | 0.00 | 23,743.00 | 0.00 |
| 100-400-6455 | CRIME PREVENTION | 3,150.00 | 0.00 | -1,588.07 | 4,738.07 | -50.41 |
| 100-400-6456 | CAL ID | 50,180.00 | 0.00 | 52,822.00 | -2,642.00 | 105.27 |
| 100-400-6457 | BLOOD DRAWS | 20,000.00 | 1,784.06 | 3,811.98 | 16,188.02 | 19.06 |
| 100-400-6458 | COUNTY RMS SYSTEM | 46,167.00 | 0.00 | 0.00 | 46,167.00 | 0.00 |
| 100-400-6459 | FORENSIC | 6,300.00 | 0.00 | 0.00 | 6,300.00 | 0.00 |
| 100-400-6462 | SAFE NEIGHBORHOODGANG TASK FO | 5,000.00 | 3,260.00 | 3,260.00 | 1,740.00 | 65.20 |
| 100-400-6463 | CITIZEN'S PATROL | 7,200.00 | 0.00 | 0.00 | 7,200.00 | 0.00 |
| 100-400-6465 | EXTRA DUTY-POLICE | 20,000.00 | 5,689.29 | 5,689.29 | 14,310.71 | 28.45 |
| 100-400-6467 | FACILITY RATE | 106,790.00 | 0.00 | 0.00 | 106,790.00 | 0.00 |
| 100-400-6468 | CROSSING GUARDS | 25,350.00 | 3,124.84 | 7,989.60 | 17,360.40 | 31.52 |
| 100-400-6480 | PAYMENTS TO OTHER AGENCIES | 55,000.00 | 5,731.44 | 24,684.55 | 30,315.45 | 44.88 |
| 100-400-6490 | OTHER PROFESSIONAL SERVICES | 20,000.00 | 1,291.99 | 1,445.99 | 18,554.01 | 7.23 |
| | PROF AND CONT SVCS | 6,146,206.00 | 393,042.49 | 1,948,212.31 | 4,197,993.69 | 31.70 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|---|----------------------|---------------------|---------------------|----------------------|-----------------|
| 100-400-6332 | VEHICLE REPAIR | 3,052.00 | 1,731.20 | 1,731.20 | 1,320.80 | 56.72 |
| 100-400-6342 | FIELD EQUIPMENT REPAIR | 1,350.00 | 0.00 | 0.00 | 1,350.00 | 0.00 |
| 100-400-6466 | VEHICLE TOW RECOVERY | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 100-400-6510 | OFFICE SUPPLIES | 300.00 | 0.00 | 0.00 | 300.00 | 0.00 |
| 100-400-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 0.00 | 211.41 | 279.81 | -279.81 | 0.00 |
| 100-400-6514 | POSTAGESHIPPING | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 0.00 |
| 100-400-6590 | OTHER EQUIPMENTSUPPLIES | 7,800.00 | 0.00 | 0.00 | 7,800.00 | 0.00 |
| | MTCE AND OPERATIONS | 19,502.00 | 1,942.61 | 2,011.01 | 17,490.99 | 10.31 |
| 100-400-6624 | OTHER CAPITAL EQUIPMENT | 1,220.00 | 0.00 | 0.00 | 1,220.00 | 0.00 |
| | CAPITAL OUTLAY | 1,220.00 | 0.00 | 0.00 | 1,220.00 | 0.00 |
| 400 | LAW ENFORCEMENT | 6,175,168.00 | 394,973.69 | 1,950,423.32 | 4,224,744.68 | 31.58 |
| 430 | ANIMAL CONTROL | | | | | |
| 100-430-6480 | PAYMENTS TO OTHER AGENCIES | 137,844.00 | 20,652.47 | 103,436.19 | 34,407.81 | 75.04 |
| 100-430-6490 | OTHER PROFESSIONAL SERVICES | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 0.00 |
| | PROF AND CONT SVCS | 227,844.00 | 20,652.47 | 103,436.19 | 124,407.81 | 45.40 |
| 430 | ANIMAL CONTROL | 227,844.00 | 20,652.47 | 103,436.19 | 124,407.81 | 45.40 |
| 440 | CODE ENFORCEMENT | | | | | |
| 100-440-6480 | PAYMENTS TO OTHER AGENCIES | 0.00 | 480.00 | 1,619.67 | -1,619.67 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 480.00 | 1,619.67 | -1,619.67 | 0.00 |
| 440 | CODE ENFORCEMENT | 0.00 | 480.00 | 1,619.67 | -1,619.67 | 0.00 |
| 500 | PUBLIC WORKS | | | | | |
| 100-500-6416 | PRINTINGPUBLISHING | 0.00 | 43.60 | 43.60 | -43.60 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 43.60 | 43.60 | -43.60 | 0.00 |
| 100-500-6664 | STORM DRAINAGE | 110,000.00 | 14,731.80 | 73,741.80 | 36,258.20 | 67.04 |
| | CAPITAL OUTLAY | 110,000.00 | 14,731.80 | 73,741.80 | 36,258.20 | 67.04 |
| 500 | PUBLIC WORKS | 110,000.00 | 14,775.40 | 73,785.40 | 36,214.60 | 67.08 |
| 550 | BUILDING & FACILITIES MAINT. | | | | | |
| 100-550-6514 | POSTAGESHIPPING | 0.00 | 0.00 | 431.98 | -431.98 | 0.00 |
| | MTCE AND OPERATIONS | 0.00 | 0.00 | 431.98 | -431.98 | 0.00 |
| 550 | BUILDING & FACILITIES MAINT. | 0.00 | 0.00 | 431.98 | -431.98 | 0.00 |
| | Expense | 11,115,719.00 | 899,048.10 | 4,082,549.88 | 7,033,169.12 | 36.73 |
| 100 | GENERAL FUND | -508,000.00 | 1,105,206.91 | 1,823,933.37 | -2,331,933.37 | -359.04 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|---------------------------------|----------------------|-------------------|---------------------|----------------------|------------------|
| 110 | STRUCTURAL FIRE FUND | | | | | |
| | Revenue | | | | | |
| 110-000-4000 | BASE PROPERTY TAX (S) | 3,946,227.00 | 780,522.63 | 1,944,589.51 | 2,001,637.49 | 49.28 |
| 110-000-4010 | BASE PROPERTY TAX (U) | 0.00 | 0.00 | 182,022.75 | -182,022.75 | 0.00 |
| 110-000-4030 | OTHER PROPERTY TAX | 0.00 | 66,703.78 | 66,703.78 | -66,703.78 | 0.00 |
| 110-000-4040 | HOMEOWNER-S EXEMPTION REIMB | 0.00 | 20,295.81 | 28,994.01 | -28,994.01 | 0.00 |
| 110-000-4070 | PROPERTY TAX PYSUP | 0.00 | 7,623.89 | 7,623.89 | -7,623.89 | 0.00 |
| 110-000-4071 | PROPERTY TAX 2345PYSUP | 0.00 | 11,539.36 | 11,539.36 | -11,539.36 | 0.00 |
| | PROPERTY TAX | 3,946,227.00 | 886,685.47 | 2,241,473.30 | 1,704,753.70 | 56.80 |
| 110-000-4240 | FIRE PLAN CHECK | 118,443.00 | 1,888.00 | 1,888.00 | 116,555.00 | 1.59 |
| | LICENSES & PERMITS | 118,443.00 | 1,888.00 | 1,888.00 | 116,555.00 | 1.59 |
| 110-000-4600 | INTEREST INCOME | 4,065.00 | 2,336.09 | 4,527.36 | -462.36 | 111.37 |
| | USE OF MONEYPROPERTY | 4,065.00 | 2,336.09 | 4,527.36 | -462.36 | 111.37 |
| | Revenue | 4,068,735.00 | 890,909.56 | 2,247,888.66 | 1,820,846.34 | 55.25 |
| | Expense | | | | | |
| 420 | FIRE & MEDICAL AID | | | | | |
| 110-420-6450 | FIRE SERVICES | 2,698,346.00 | 499,544.98 | 529,037.15 | 2,169,308.85 | 19.61 |
| 110-420-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 110-420-6490 | OTHER PROFESSIONAL SERVICES | 450,000.00 | -25,650.00 | 0.00 | 450,000.00 | 0.00 |
| | PROF AND CONT SVCS | 3,148,346.00 | 473,894.98 | 529,037.15 | 2,619,308.85 | 16.80 |
| 110-420-6415 | COMMUNITY PROMOTION | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 110-420-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 0.00 | 43.18 | 3,947.33 | -3,947.33 | 0.00 |
| | MTCE AND OPERATIONS | 2,500.00 | 43.18 | 3,947.33 | -1,447.33 | 157.89 |
| 110-420-6620 | FURNITUREFIXTURES | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| 110-420-6630 | LAND | 570,000.00 | 26,181.75 | 598,331.37 | -28,331.37 | 104.97 |
| 110-420-6650 | BUILDINGS | 3,500,000.00 | 0.00 | 0.00 | 3,500,000.00 | 0.00 |
| | CAPITAL OUTLAY | 4,170,000.00 | 26,181.75 | 598,331.37 | 3,571,668.63 | 14.35 |
| 420 | FIRE & MEDICAL AID | 7,320,846.00 | 500,119.91 | 1,131,315.85 | 6,189,530.15 | 15.45 |
| 800 | DEBT SERVICE | | | | | |
| 110-800-6830 | REVENUE NEUTRALITY | 287,500.00 | 0.00 | 0.00 | 287,500.00 | 0.00 |
| | DEBT SERVICE - PRINCIPAL | 287,500.00 | 0.00 | 0.00 | 287,500.00 | 0.00 |
| 800 | DEBT SERVICE | 287,500.00 | 0.00 | 0.00 | 287,500.00 | 0.00 |
| | Expense | 7,608,346.00 | 500,119.91 | 1,131,315.85 | 6,477,030.15 | 14.87 |
| 110 | STRUCTURAL FIRE FUND | -3,539,611.00 | 390,789.65 | 1,116,572.81 | -4,656,183.81 | -31.55 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|--------------------------------------|----------------------|-------------------|---------------------|----------------------|------------------|
| 200 | GAS TAX FUND | | | | | |
| | Revenue | | | | | |
| 200-000-4428 | GAS TAX, 2103 | 1,076,047.00 | 148,763.72 | 513,626.27 | 562,420.73 | 47.73 |
| 200-000-4430 | GAS TAX, 2105 | 355,148.00 | 47,349.20 | 158,158.25 | 196,989.75 | 44.53 |
| 200-000-4431 | GAS TAX, 2106 | 240,235.00 | 34,484.35 | 115,135.95 | 125,099.05 | 47.93 |
| 200-000-4432 | GAS TAX, 2107 | 528,758.00 | 72,319.15 | 258,644.28 | 270,113.72 | 48.92 |
| 200-000-4433 | GAS TAX, 2107.5 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 200-000-4580 | TUMF REIMBURSEMENT | 0.00 | 0.00 | 473,171.00 | -473,171.00 | 0.00 |
| | INTER-GOVERNMENTAL - COUNTYOT | 2,207,688.00 | 302,916.42 | 1,518,735.75 | 688,952.25 | 68.79 |
| 200-000-4600 | INTEREST INCOME | 5,000.00 | 1,859.42 | 3,474.15 | 1,525.85 | 69.48 |
| | USE OF MONEYPROPERTY | 5,000.00 | 1,859.42 | 3,474.15 | 1,525.85 | 69.48 |
| 200-000-4750 | CONTRIBUTIONS | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| | OTHER INCOME | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| | Revenue | 2,262,688.00 | 304,775.84 | 1,522,209.90 | 740,478.10 | 67.27 |
| | Expense | | | | | |
| 320 | ENGINEERING | | | | | |
| 200-320-6660 | STREETS | 0.00 | -60.00 | -60.00 | 60.00 | 0.00 |
| | CAPITAL OUTLAY | 0.00 | -60.00 | -60.00 | 60.00 | 0.00 |
| 320 | ENGINEERING | 0.00 | -60.00 | -60.00 | 60.00 | 0.00 |
| 500 | PUBLIC WORKS | | | | | |
| 200-500-6490 | OTHER PROFESSIONAL SERVICES | 30,000.00 | -35,061.25 | -35,061.25 | 65,061.25 | -116.87 |
| | PROF AND CONT SVCS | 30,000.00 | -35,061.25 | -35,061.25 | 65,061.25 | -116.87 |
| 500 | PUBLIC WORKS | 30,000.00 | -35,061.25 | -35,061.25 | 65,061.25 | -116.87 |
| 510 | STREETS | | | | | |
| 200-510-6434 | STREET MAINTENANCESWEEPING | 190,000.00 | 46,639.01 | 127,628.91 | 62,371.09 | 67.17 |
| 200-510-6438 | SIGNAL AND SIGN MAINTENANCE | 190,000.00 | -6,325.52 | 55,793.51 | 134,206.49 | 29.37 |
| 200-510-6490 | OTHER PROFESSIONAL SERVICES | 370,000.00 | 85,710.99 | 188,250.99 | 181,749.01 | 50.88 |
| | PROF AND CONT SVCS | 750,000.00 | 126,024.48 | 371,673.41 | 378,326.59 | 49.56 |
| 200-510-6660 | STREETS | 2,567,000.00 | 6,622.50 | 9,021.25 | 2,557,978.75 | 0.35 |
| 200-510-6662 | BRIDGES | 0.00 | 1,087.50 | 3,645.00 | -3,645.00 | 0.00 |
| | CAPITAL OUTLAY | 2,567,000.00 | 7,710.00 | 12,666.25 | 2,554,333.75 | 0.49 |
| 510 | STREETS | 3,317,000.00 | 133,734.48 | 384,339.66 | 2,932,660.34 | 11.59 |
| | Expense | 3,347,000.00 | 98,613.23 | 349,218.41 | 2,997,781.59 | 10.43 |
| 200 | GAS TAX FUND | -1,084,312.00 | 206,162.61 | 1,172,991.49 | -2,257,303.49 | -108.18 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------|---------------------|----------------------|-------------------|----------------------|-------------------------|
| 210 | MEASURE A FUND | | | | | |
| | Revenue | | | | | |
| 210-000-4500 | MEASURE A FEES | 882,000.00 | 152,859.39 | 403,111.52 | 478,888.48 | 45.70 |
| | INTER-GOVERNMENTAL - COUNTYOT | 882,000.00 | 152,859.39 | 403,111.52 | 478,888.48 | 45.70 |
| 210-000-4600 | INTEREST INCOME | 1,000.00 | 991.56 | 1,844.69 | -844.69 | 184.47 |
| | USE OF MONEYPROPERTY | 1,000.00 | 991.56 | 1,844.69 | -844.69 | 184.47 |
| | Revenue | 883,000.00 | 153,850.95 | 404,956.21 | 478,043.79 | 45.86 |
| | Expense | | | | | |
| 510 | STREETS | | | | | |
| 210-510-6490 | OTHER PROFESSIONAL SERVICES | 22,000.00 | 0.00 | 0.00 | 22,000.00 | 0.00 |
| | PROF AND CONT SVCS | 22,000.00 | 0.00 | 0.00 | 22,000.00 | 0.00 |
| 210-510-6660 | STREETS | 1,844,917.00 | 4,820.00 | 15,975.00 | 1,828,942.00 | 0.87 |
| 210-510-6695 | OTHER CAPITAL OUTLAY | 0.00 | 0.00 | 16,966.87 | -16,966.87 | 0.00 |
| | CAPITAL OUTLAY | 1,844,917.00 | 4,820.00 | 32,941.87 | 1,811,975.13 | 1.79 |
| 510 | STREETS | 1,866,917.00 | 4,820.00 | 32,941.87 | 1,833,975.13 | 1.76 |
| | Expense | 1,866,917.00 | 4,820.00 | 32,941.87 | 1,833,975.13 | 1.76 |
| 210 | MEASURE A FUND | -983,917.00 | 149,030.95 | 372,014.34 | -1,355,931.34 | -37.81 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|----------------------------------|------------------|----------------|------------------|------------------|------------------|
| 220 | AQMD TRUST FUND | | | | | |
| | Revenue | | | | | |
| 220-000-4505 | SCAQMD FEES | 64,000.00 | 0.00 | 19,095.90 | 44,904.10 | 29.84 |
| | INTER-GOVERNMENTAL - STATE | 64,000.00 | 0.00 | 19,095.90 | 44,904.10 | 29.84 |
| 220-000-4600 | INTEREST INCOME | 50.00 | 47.87 | 88.85 | -38.85 | 177.70 |
| | USE OF MONEYPROPERTY | 50.00 | 47.87 | 88.85 | -38.85 | 177.70 |
| | Revenue | 64,050.00 | 47.87 | 19,184.75 | 44,865.25 | 29.95 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 220-100-6428 | MEMBERSHIPS DUES | 0.00 | 0.00 | 6,000.00 | -6,000.00 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 0.00 | 6,000.00 | -6,000.00 | 0.00 |
| 100 | CITY COUNCIL | 0.00 | 0.00 | 6,000.00 | -6,000.00 | 0.00 |
| 250 | PUBLIC INFORMATION OFFICE | | | | | |
| 220-250-6415 | COMMUNITY PROMOTION | 0.00 | 200.00 | 200.00 | -200.00 | 0.00 |
| | MTCE AND OPERATIONS | 0.00 | 200.00 | 200.00 | -200.00 | 0.00 |
| 250 | PUBLIC INFORMATION OFFICE | 0.00 | 200.00 | 200.00 | -200.00 | 0.00 |
| 330 | CODE ENFORCEMENT | | | | | |
| 220-330-6330 | VEHICLE OPERATIONS GAS | 500.00 | 22.09 | 37.48 | 462.52 | 7.50 |
| | MTCE AND OPERATIONS | 500.00 | 22.09 | 37.48 | 462.52 | 7.50 |
| 330 | CODE ENFORCEMENT | 500.00 | 22.09 | 37.48 | 462.52 | 7.50 |
| | Expense | 500.00 | 222.09 | 6,237.48 | -5,737.48 | 1,247.50 |
| 220 | AQMD TRUST FUND | 63,550.00 | -174.22 | 12,947.27 | 50,602.73 | 20.37 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|----------------------------------|---------------|----------------------|-----------------|------------------|-------------------------|
| 230 | LAW ENFORCEMENT GRANTS | | | | | |
| | Revenue | | | | | |
| 230-000-4570 | GRANT REVENUE | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | INTER-GOVERNMENTAL - COUNTYOT | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | Revenue | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | Expense | | | | | |
| 400 | LAW ENFORCEMENT | | | | | |
| 230-400-6465 | EXTRA DUTY-POLICE | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| 400 | LAW ENFORCEMENT | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | Expense | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| 230 | LAW ENFORCEMENT GRANTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|----------------------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| 240 | MISCELLANEOUS GRANTS FUND | | | | | |
| | Revenue | | | | | |
| 240-000-4570 | GRANT REVENUE | 230,250.00 | 0.00 | 18,256.10 | 211,993.90 | 7.93 |
| | INTER-GOVERNMENTAL - COUNTYOT | 230,250.00 | 0.00 | 18,256.10 | 211,993.90 | 7.93 |
| 240-000-4600 | INTEREST INCOME | 0.00 | 10.70 | 21.68 | -21.68 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 10.70 | 21.68 | -21.68 | 0.00 |
| | Revenue | 230,250.00 | 10.70 | 18,277.78 | 211,972.22 | 7.94 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 240-100-6490 | OTHER PROFESSIONAL SERVICES | 0.00 | 2,646.67 | 9,219.17 | -9,219.17 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 2,646.67 | 9,219.17 | -9,219.17 | 0.00 |
| 100 | CITY COUNCIL | 0.00 | 2,646.67 | 9,219.17 | -9,219.17 | 0.00 |
| 200 | CITY MANAGER | | | | | |
| 240-200-6590 | OTHER PROFESSIONAL SERVICES | 7,455.00 | 0.00 | 7,882.06 | -427.06 | 105.73 |
| | MTCE AND OPERATIONS | 7,455.00 | 0.00 | 7,882.06 | -427.06 | 105.73 |
| 200 | CITY MANAGER | 7,455.00 | 0.00 | 7,882.06 | -427.06 | 105.73 |
| 500 | PUBLIC WORKS | | | | | |
| 240-500-6690 | OTHER INFRASTRUCTURE | 0.00 | 752.50 | 752.50 | -752.50 | 0.00 |
| | CAPITAL OUTLAY | 0.00 | 752.50 | 752.50 | -752.50 | 0.00 |
| 500 | PUBLIC WORKS | 0.00 | 752.50 | 752.50 | -752.50 | 0.00 |
| 510 | STREETS | | | | | |
| 240-510-6660 | STREETS | 230,250.00 | 0.00 | 0.00 | 230,250.00 | 0.00 |
| 240-510-6690 | OTHER INFRASTRUCTURE | 0.00 | 95,367.60 | 95,367.60 | -95,367.60 | 0.00 |
| | CAPITAL OUTLAY | 230,250.00 | 95,367.60 | 95,367.60 | 134,882.40 | 41.42 |
| 510 | STREETS | 230,250.00 | 95,367.60 | 95,367.60 | 134,882.40 | 41.42 |
| | Expense | 237,705.00 | 98,766.77 | 113,221.33 | 124,483.67 | 47.63 |
| 240 | MISCELLANEOUS GRANTS FUND | -7,455.00 | -98,756.07 | -94,943.55 | 87,488.55 | 1,273.56 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|----------------------------------|-------------------|----------------------|-------------------|-------------------|-------------------------|
| 250 | COMMUNITY DEV BLOCK GRANT | | | | | |
| | Revenue | | | | | |
| 250-000-4550 | CDBG GRANT | 338,000.00 | 0.00 | 645.00 | 337,355.00 | 0.19 |
| | INTER-GOVERNMENTAL - COUNTYOT | 338,000.00 | 0.00 | 645.00 | 337,355.00 | 0.19 |
| 250-000-4600 | INTEREST INCOME | 1,014.00 | 0.00 | 0.00 | 1,014.00 | 0.00 |
| | USE OF MONEYPROPERTY | 1,014.00 | 0.00 | 0.00 | 1,014.00 | 0.00 |
| | Revenue | 339,014.00 | 0.00 | 645.00 | 338,369.00 | 0.19 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 250-100-6429 | SCHOLARSHIPS | 25,320.00 | 0.00 | 0.00 | 25,320.00 | 0.00 |
| | PROF AND CONT SVCS | 25,320.00 | 0.00 | 0.00 | 25,320.00 | 0.00 |
| 100 | CITY COUNCIL | 25,320.00 | 0.00 | 0.00 | 25,320.00 | 0.00 |
| 510 | STREETS | | | | | |
| 250-510-6660 | STREETS | 312,680.00 | 0.00 | 0.00 | 312,680.00 | 0.00 |
| 250-510-6690 | OTHER INFRASTRUCTURE | 0.00 | 1,102.50 | 29,383.33 | -29,383.33 | 0.00 |
| | CAPITAL OUTLAY | 312,680.00 | 1,102.50 | 29,383.33 | 283,296.67 | 9.40 |
| 510 | STREETS | 312,680.00 | 1,102.50 | 29,383.33 | 283,296.67 | 9.40 |
| | Expense | 338,000.00 | 1,102.50 | 29,383.33 | 308,616.67 | 8.69 |
| 250 | COMMUNITY DEV BLOCK GRANT | 1,014.00 | -1,102.50 | -28,738.33 | 29,752.33 | -2,834.15 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-------------------|----------------------|-------------------|------------------|-------------------------|
| 260 | SUPPLEMENTAL LAW ENFORCEMENT | | | | | |
| | Revenue | | | | | |
| 260-000-4450 | CAL COPS REVENUE | 100,000.00 | 8,333.33 | 33,333.32 | 66,666.68 | 33.33 |
| | INTER-GOVERNMENTAL - STATE | 100,000.00 | 8,333.33 | 33,333.32 | 66,666.68 | 33.33 |
| | Revenue | 100,000.00 | 8,333.33 | 33,333.32 | 66,666.68 | 33.33 |
| | Expense | | | | | |
| 400 | LAW ENFORCEMENT | | | | | |
| 260-400-6452 | POLICE SERVICES | 100,000.00 | 36,336.00 | 90,840.00 | 9,160.00 | 90.84 |
| | PROF AND CONT SVCS | 100,000.00 | 36,336.00 | 90,840.00 | 9,160.00 | 90.84 |
| 400 | LAW ENFORCEMENT | 100,000.00 | 36,336.00 | 90,840.00 | 9,160.00 | 90.84 |
| | Expense | 100,000.00 | 36,336.00 | 90,840.00 | 9,160.00 | 90.84 |
| 260 | SUPPLEMENTAL LAW ENFORCEMENT | 0.00 | -28,002.67 | -57,506.68 | 57,506.68 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 300 | LANDSCAPE MTCE DIST-ZONE 10 | | | | | |
| | Revenue | | | | | |
| 300-000-4075 | ASSESSMENTS | 1,757.00 | 756.46 | 756.46 | 1,000.54 | 43.05 |
| | PROPERTY TAX | 1,757.00 | 756.46 | 756.46 | 1,000.54 | 43.05 |
| 300-000-4600 | INTEREST INCOME | 0.00 | 0.51 | 1.20 | -1.20 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.51 | 1.20 | -1.20 | 0.00 |
| | Revenue | 1,757.00 | 756.97 | 757.66 | 999.34 | 43.12 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 300-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 300-600-6490 | OTHER PROFESSIONAL SERVICES | 150.00 | 28.32 | 56.83 | 93.17 | 37.89 |
| | PROF AND CONT SVCS | 150.00 | 28.32 | 56.83 | 93.17 | 37.89 |
| 300-600-6372 | UTILITIES - ELECTRIC | 1,608.00 | 110.56 | 664.13 | 943.87 | 41.30 |
| | MTCE AND OPERATIONS | 1,608.00 | 110.56 | 664.13 | 943.87 | 41.30 |
| 600 | LANDSCAPE MAINTENANCE | 1,758.00 | 138.88 | 720.96 | 1,037.04 | 41.01 |
| | Expense | 1,758.00 | 138.88 | 720.96 | 1,037.04 | 41.01 |
| 300 | LANDSCAPE MTCE DIST-ZONE 10 | -1.00 | 618.09 | 36.70 | -37.70 | -3,670.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 310 | LANDSCAPE MTCE DIST-ZONE 33 | | | | | |
| | Revenue | | | | | |
| 310-000-4075 | ASSESSMENTS | 1,011.00 | 460.13 | 460.13 | 550.87 | 45.51 |
| | PROPERTY TAX | 1,011.00 | 460.13 | 460.13 | 550.87 | 45.51 |
| 310-000-4600 | INTEREST INCOME | 0.00 | 0.30 | 0.70 | -0.70 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.30 | 0.70 | -0.70 | 0.00 |
| | Revenue | 1,011.00 | 460.43 | 460.83 | 550.17 | 45.58 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 310-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 310-600-6490 | OTHER PROFESSIONAL SERVICES | 54.00 | 10.19 | 20.45 | 33.55 | 37.87 |
| | PROF AND CONT SVCS | 54.00 | 10.19 | 20.45 | 33.55 | 37.87 |
| 310-600-6372 | UTILITIES - ELECTRIC | 957.00 | 63.18 | 379.52 | 577.48 | 39.66 |
| | MTCE AND OPERATIONS | 957.00 | 63.18 | 379.52 | 577.48 | 39.66 |
| 600 | LANDSCAPE MAINTENANCE | 1,011.00 | 73.37 | 399.97 | 611.03 | 39.56 |
| | Expense | 1,011.00 | 73.37 | 399.97 | 611.03 | 39.56 |
| 310 | LANDSCAPE MTCE DIST-ZONE 33 | 0.00 | 387.06 | 60.86 | -60.86 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|------------------------------------|-------------------|------------------|------------------|-------------------|------------------|
| 320 | LANDSCAPE MTCE DIST-ZONE 41 | | | | | |
| | Revenue | | | | | |
| 320-000-4075 | ASSESSMENTS | 165,118.00 | 80,663.67 | 81,981.51 | 83,136.49 | 49.65 |
| | PROPERTY TAX | 165,118.00 | 80,663.67 | 81,981.51 | 83,136.49 | 49.65 |
| 320-000-4600 | INTEREST INCOME | 0.00 | 303.40 | 601.31 | -601.31 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 303.40 | 601.31 | -601.31 | 0.00 |
| | Revenue | 165,118.00 | 80,967.07 | 82,582.82 | 82,535.18 | 50.01 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 320-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 320-600-6490 | OTHER PROFESSIONAL SERVICES | 11,200.00 | 2,114.13 | 18,517.85 | -7,317.85 | 165.34 |
| | PROF AND CONT SVCS | 11,200.00 | 2,114.13 | 18,517.85 | -7,317.85 | 165.34 |
| 320-600-6436 | LANDSCAPE MAINTREPAIR | 153,918.00 | 0.00 | 10,803.55 | 143,114.45 | 7.02 |
| | MTCE AND OPERATIONS | 153,918.00 | 0.00 | 10,803.55 | 143,114.45 | 7.02 |
| 600 | LANDSCAPE MAINTENANCE | 165,118.00 | 2,114.13 | 29,321.40 | 135,796.60 | 17.76 |
| | Expense | 165,118.00 | 2,114.13 | 29,321.40 | 135,796.60 | 17.76 |
| 320 | LANDSCAPE MTCE DIST-ZONE 41 | 0.00 | 78,852.94 | 53,261.42 | -53,261.42 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 330 | LANDSCAPE MTCE DIST-ZONE 79 | | | | | |
| | Revenue | | | | | |
| 330-000-4075 | ASSESSMENTS | 2,441.00 | 954.13 | 965.62 | 1,475.38 | 39.56 |
| | PROPERTY TAX | 2,441.00 | 954.13 | 965.62 | 1,475.38 | 39.56 |
| 330-000-4600 | INTEREST INCOME | 0.00 | 4.87 | 9.67 | -9.67 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 4.87 | 9.67 | -9.67 | 0.00 |
| | Revenue | 2,441.00 | 959.00 | 975.29 | 1,465.71 | 39.95 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 330-600-6436 | LANDSCAPE MAINTREPAIR | 1,333.00 | 0.00 | 152.31 | 1,180.69 | 11.43 |
| 330-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 330-600-6490 | OTHER PROFESSIONAL SERVICES | 1,109.00 | 209.34 | 614.86 | 494.14 | 55.44 |
| | PROF AND CONT SVCS | 2,442.00 | 209.34 | 767.17 | 1,674.83 | 31.42 |
| 600 | LANDSCAPE MAINTENANCE | 2,442.00 | 209.34 | 767.17 | 1,674.83 | 31.42 |
| | Expense | 2,442.00 | 209.34 | 767.17 | 1,674.83 | 31.42 |
| 330 | LANDSCAPE MTCE DIST-ZONE 79 | -1.00 | 749.66 | 208.12 | -209.12 | -20,812.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|-----------------|-----------------|-------------------------|
| 340 | LANDSCAPE MTCE DIST-ZONE 85 | | | | | |
| | Revenue | | | | | |
| 340-000-4075 | ASSESSMENTS | 2,870.00 | 1,309.47 | 1,309.47 | 1,560.53 | 45.63 |
| | PROPERTY TAX | 2,870.00 | 1,309.47 | 1,309.47 | 1,560.53 | 45.63 |
| 340-000-4600 | INTEREST INCOME | 0.00 | 4.81 | 9.53 | -9.53 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 4.81 | 9.53 | -9.53 | 0.00 |
| | Revenue | 2,870.00 | 1,314.28 | 1,319.00 | 1,551.00 | 45.96 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 340-600-6436 | LANDSCAPE MAINTREPAIR | 2,752.00 | 0.00 | 152.31 | 2,599.69 | 5.53 |
| 340-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-600-6490 | OTHER PROFESSIONAL SERVICES | 118.00 | 22.27 | 214.58 | -96.58 | 181.85 |
| | PROF AND CONT SVCS | 2,870.00 | 22.27 | 366.89 | 2,503.11 | 12.78 |
| 600 | LANDSCAPE MAINTENANCE | 2,870.00 | 22.27 | 366.89 | 2,503.11 | 12.78 |
| | Expense | 2,870.00 | 22.27 | 366.89 | 2,503.11 | 12.78 |
| 340 | LANDSCAPE MTCE DIST-ZONE 85 | 0.00 | 1,292.01 | 952.11 | -952.11 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|------------------|----------------------|------------------|------------------|-------------------------|
| 350 | LANDSCAPE MTCE DIST-ZONE 111 | | | | | |
| | Revenue | | | | | |
| 350-000-4075 | ASSESSMENTS | 20,522.00 | 9,826.25 | 9,941.13 | 10,580.87 | 48.44 |
| | PROPERTY TAX | 20,522.00 | 9,826.25 | 9,941.13 | 10,580.87 | 48.44 |
| 350-000-4600 | INTEREST INCOME | 0.00 | 37.34 | 74.02 | -74.02 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 37.34 | 74.02 | -74.02 | 0.00 |
| | Revenue | 20,522.00 | 9,863.59 | 10,015.15 | 10,506.85 | 48.80 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 350-600-6436 | LANDSCAPE MAINTREPAIR | 19,298.00 | 0.00 | 0.00 | 19,298.00 | 0.00 |
| 350-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 350-600-6490 | OTHER PROFESSIONAL SERVICES | 1,224.00 | 231.04 | 2,798.63 | -1,574.63 | 228.65 |
| | PROF AND CONT SVCS | 20,522.00 | 231.04 | 2,798.63 | 17,723.37 | 13.64 |
| 600 | LANDSCAPE MAINTENANCE | 20,522.00 | 231.04 | 2,798.63 | 17,723.37 | 13.64 |
| | Expense | 20,522.00 | 231.04 | 2,798.63 | 17,723.37 | 13.64 |
| 350 | LANDSCAPE MTCE DIST-ZONE 111 | 0.00 | 9,632.55 | 7,216.52 | -7,216.52 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|-----------------|-------------------------|
| 360 | LANDSCAPE MTCE DIST-ZONE 115 | | | | | |
| | Revenue | | | | | |
| 360-000-4075 | ASSESSMENTS | 2,677.00 | 1,214.09 | 1,214.09 | 1,462.91 | 45.35 |
| | PROPERTY TAX | 2,677.00 | 1,214.09 | 1,214.09 | 1,462.91 | 45.35 |
| 360-000-4600 | INTEREST INCOME | 0.00 | 1.08 | 2.20 | -2.20 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 1.08 | 2.20 | -2.20 | 0.00 |
| | Revenue | 2,677.00 | 1,215.17 | 1,216.29 | 1,460.71 | 45.43 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 360-600-6436 | LANDSCAPE MAINTREPAIR | 1,853.00 | 0.00 | 0.00 | 1,853.00 | 0.00 |
| 360-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 360-600-6490 | OTHER PROFESSIONAL SERVICES | 824.00 | 155.54 | 451.08 | 372.92 | 54.74 |
| | PROF AND CONT SVCS | 2,677.00 | 155.54 | 451.08 | 2,225.92 | 16.85 |
| 600 | LANDSCAPE MAINTENANCE | 2,677.00 | 155.54 | 451.08 | 2,225.92 | 16.85 |
| | Expense | 2,677.00 | 155.54 | 451.08 | 2,225.92 | 16.85 |
| 360 | LANDSCAPE MTCE DIST-ZONE 115 | 0.00 | 1,059.63 | 765.21 | -765.21 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|------------------|-------------------------|
| 370 | LANDSCAPE MTCE DIST-ZONE 116 | | | | | |
| | Revenue | | | | | |
| 370-000-4075 | ASSESSMENTS | 6,565.00 | 2,934.76 | 2,934.76 | 3,630.24 | 44.70 |
| | PROPERTY TAX | 6,565.00 | 2,934.76 | 2,934.76 | 3,630.24 | 44.70 |
| 370-000-4600 | INTEREST INCOME | 0.00 | 13.89 | 27.43 | -27.43 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 13.89 | 27.43 | -27.43 | 0.00 |
| | Revenue | 6,565.00 | 2,948.65 | 2,962.19 | 3,602.81 | 45.12 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 370-600-6436 | LANDSCAPE MTCERPAIR | 5,354.00 | 0.00 | 404.49 | 4,949.51 | 7.55 |
| 370-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 370-600-6490 | OTHER PROFESSIONAL SERVICES | 1,211.00 | 228.59 | 711.61 | 499.39 | 58.76 |
| | PROF AND CONT SVCS | 6,565.00 | 228.59 | 1,116.10 | 5,448.90 | 17.00 |
| 600 | LANDSCAPE MAINTENANCE | 6,565.00 | 228.59 | 1,116.10 | 5,448.90 | 17.00 |
| | Expense | 6,565.00 | 228.59 | 1,116.10 | 5,448.90 | 17.00 |
| 370 | LANDSCAPE MTCE DIST-ZONE 116 | 0.00 | 2,720.06 | 1,846.09 | -1,846.09 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 380 | LANDSCAPE MTCE DIST-ZONE 147 | | | | | |
| | Revenue | | | | | |
| 380-000-4075 | ASSESSMENTS | 1,254.00 | 441.09 | 448.19 | 805.81 | 35.74 |
| | PROPERTY TAX | 1,254.00 | 441.09 | 448.19 | 805.81 | 35.74 |
| 380-000-4600 | INTEREST INCOME | 0.00 | 1.39 | 2.73 | -2.73 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 1.39 | 2.73 | -2.73 | 0.00 |
| | Revenue | 1,254.00 | 442.48 | 450.92 | 803.08 | 35.96 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 380-600-6436 | LANDSCAPE MTCERPAIR | 1,132.00 | 0.00 | 0.00 | 1,132.00 | 0.00 |
| 380-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 380-600-6490 | OTHER PROFESSIONAL SERVICES | 122.00 | 23.03 | 154.14 | -32.14 | 126.34 |
| | PROF AND CONT SVCS | 1,254.00 | 23.03 | 154.14 | 1,099.86 | 12.29 |
| 600 | LANDSCAPE MAINTENANCE | 1,254.00 | 23.03 | 154.14 | 1,099.86 | 12.29 |
| | Expense | 1,254.00 | 23.03 | 154.14 | 1,099.86 | 12.29 |
| 380 | LANDSCAPE MTCE DIST-ZONE 147 | 0.00 | 419.45 | 296.78 | -296.78 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|------------------|-------------------------|
| 390 | LANDSCAPE MTCE DIST-ZONE 151 | | | | | |
| | Revenue | | | | | |
| 390-000-4075 | ASSESSMENTS | 4,587.00 | 3,340.60 | 5,379.12 | -792.12 | 117.27 |
| | PROPERTY TAX | 4,587.00 | 3,340.60 | 5,379.12 | -792.12 | 117.27 |
| 390-000-4600 | INTEREST INCOME | 0.00 | 4.36 | 7.89 | -7.89 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 4.36 | 7.89 | -7.89 | 0.00 |
| | Revenue | 4,587.00 | 3,344.96 | 5,387.01 | -800.01 | 117.44 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 390-600-6436 | LANDSCAPE MAINTREPAIR | 4,466.00 | 0.00 | 0.00 | 4,466.00 | 0.00 |
| 390-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 390-600-6490 | OTHER PROFESSIONAL SERVICES | 121.00 | 22.84 | 68.25 | 52.75 | 56.40 |
| | PROF AND CONT SVCS | 4,587.00 | 22.84 | 68.25 | 4,518.75 | 1.49 |
| 600 | LANDSCAPE MAINTENANCE | 4,587.00 | 22.84 | 68.25 | 4,518.75 | 1.49 |
| | Expense | 4,587.00 | 22.84 | 68.25 | 4,518.75 | 1.49 |
| 390 | LANDSCAPE MTCE DIST-ZONE 151 | 0.00 | 3,322.12 | 5,318.76 | -5,318.76 | 0.00 |

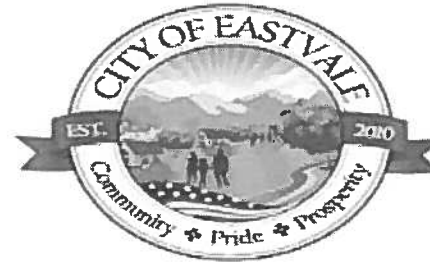
| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|-------------------------------------|-----------------|-----------------|-----------------|------------------|------------------|
| 400 | LANDSCAPE MTCE DIST-ZONE 156 | | | | | |
| | Revenue | | | | | |
| 400-000-4075 | ASSESSMENTS | 3,468.00 | 1,599.90 | 1,599.90 | 1,868.10 | 46.13 |
| | PROPERTY TAX | 3,468.00 | 1,599.90 | 1,599.90 | 1,868.10 | 46.13 |
| 400-000-4600 | INTEREST INCOME | 0.00 | 3.55 | 6.96 | -6.96 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 3.55 | 6.96 | -6.96 | 0.00 |
| | Revenue | 3,468.00 | 1,603.45 | 1,606.86 | 1,861.14 | 46.33 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 400-600-6436 | LANDSCAPE MAINTREPAIR | 3,350.00 | 0.00 | 0.00 | 3,350.00 | 0.00 |
| 400-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 400-600-6490 | OTHER PROFESSIONAL SERVICES | 118.00 | 22.27 | 22.27 | 95.73 | 18.87 |
| | PROF AND CONT SVCS | 3,468.00 | 22.27 | 22.27 | 3,445.73 | 0.64 |
| 600 | LANDSCAPE MAINTENANCE | 3,468.00 | 22.27 | 22.27 | 3,445.73 | 0.64 |
| | Expense | 3,468.00 | 22.27 | 22.27 | 3,445.73 | 0.64 |
| 400 | LANDSCAPE MTCE DIST-ZONE 156 | 0.00 | 1,581.18 | 1,584.59 | -1,584.59 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------|-------------------|----------------------|-------------------|-------------------|-------------------------|
| 600 | CAPITAL PROJECTS FUND | | | | | |
| | Revenue | | | | | |
| 600-000-4475 | FED SURF TRAN PROG GRANT | 199,000.00 | 0.00 | 0.00 | 199,000.00 | 0.00 |
| | INTER-GOVERNMENTAL - COUNTYOT | 199,000.00 | 0.00 | 0.00 | 199,000.00 | 0.00 |
| | Revenue | 199,000.00 | 0.00 | 0.00 | 199,000.00 | 0.00 |
| | Expense | | | | | |
| 500 | PUBLIC WORKS | | | | | |
| 600-500-6690 | OTHER INFRASTRUCTURE | 0.00 | 1,037.50 | 10,385.00 | -10,385.00 | 0.00 |
| | CAPITAL OUTLAY | 0.00 | 1,037.50 | 10,385.00 | -10,385.00 | 0.00 |
| 500 | PUBLIC WORKS | 0.00 | 1,037.50 | 10,385.00 | -10,385.00 | 0.00 |
| 510 | STREETS | | | | | |
| 600-510-6660 | STREETS | 199,000.00 | 107.50 | -10,920.91 | 209,920.91 | -5.49 |
| | CAPITAL OUTLAY | 199,000.00 | 107.50 | -10,920.91 | 209,920.91 | -5.49 |
| 510 | STREETS | 199,000.00 | 107.50 | -10,920.91 | 209,920.91 | -5.49 |
| | Expense | 199,000.00 | 1,145.00 | -535.91 | 199,535.91 | -0.27 |
| 600 | CAPITAL PROJECTS FUND | 0.00 | -1,145.00 | 535.91 | -535.91 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|---------------------|----------------------|-------------------|-------------------|-------------------------|
| 620 | DEVELOPMENT IMPACT FEE FUND | | | | | |
| | Revenue | | | | | |
| 620-000-4235 | DEVELOPMENT IMPACT FEE | 1,012,700.00 | 148,190.00 | 676,598.23 | 336,101.77 | 66.81 |
| | LICENSES & PERMITS | 1,012,700.00 | 148,190.00 | 676,598.23 | 336,101.77 | 66.81 |
| 620-000-4600 | INTEREST INCOME | 2,000.00 | 1,108.06 | 2,032.16 | -32.16 | 101.61 |
| | USE OF MONEYPROPERTY | 2,000.00 | 1,108.06 | 2,032.16 | -32.16 | 101.61 |
| | Revenue | 1,014,700.00 | 149,298.06 | 678,630.39 | 336,069.61 | 66.88 |
| 620 | DEVELOPMENT IMPACT FEE FUND | 1,014,700.00 | 149,298.06 | 678,630.39 | 336,069.61 | 66.88 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|--------------------|----------------------|----------------------|----------------------|-----------------------|-------------------------|
| Revenue Total | | 19,981,426.00 | 3,615,357.37 | 10,942,085.80 | 9,039,340.20 | 0.55 |
| Expense Total | | 25,025,459.00 | 1,643,414.90 | 5,874,101.62 | 19,151,357.38 | 0.23 |
| Grand Total | | -5,044,033.00 | 1,971,942.47 | 5,067,984.18 | -10,112,017.18 | -1.00 |

General Ledger
STATEMENT OF REVENUES
AND EXPENDITURES
UNAUDITED



User: jgitmed
Printed: 03/13/14 14:29:14
Period 08 - 08
Fiscal Year 2014

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|-----------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------|
| 100 | GENERAL FUND | | | | | |
| | Revenue | | | | | |
| 100-000-4000 | BASE PROPERTY TAX (S) | 1,758,144.00 | 0.00 | 878,720.63 | 879,423.37 | 49.98 |
| 100-000-4010 | BASE PROPERTY TAX (U) | 0.00 | 0.00 | 82,707.90 | -82,707.90 | 0.00 |
| 100-000-4030 | OTHER PROPERTY TAX | 0.00 | 0.00 | 25,745.96 | -25,745.96 | 0.00 |
| 100-000-4040 | HO-S EXEMPTION REIMB | 0.00 | 0.00 | 13,039.70 | -13,039.70 | 0.00 |
| 100-000-4050 | REAL PROPERTY TRANS TAX | 336,000.00 | 28,686.83 | 230,543.74 | 105,456.26 | 68.61 |
| 100-000-4070 | PROPERTY TAX 2345CURSUP | 0.00 | 0.00 | 3,428.77 | -3,428.77 | 0.00 |
| 100-000-4071 | PROPERTY TAX 2345PYSUP | 0.00 | 0.00 | 5,243.26 | -5,243.26 | 0.00 |
| | PROPERTY TAX | 2,094,144.00 | 28,686.83 | 1,239,429.96 | 854,714.04 | 59.19 |
| 100-000-4100 | SALES & USE TAX | 5,150,000.00 | 1,715,590.75 | 3,863,822.04 | 1,286,177.96 | 75.03 |
| 100-000-4150 | FRAN FEE - CABLE TV | 400,000.00 | 31,477.90 | 172,595.74 | 227,404.26 | 43.15 |
| 100-000-4151 | FRAN FEE - ELECTRIC | 300,000.00 | 0.00 | 165,378.72 | 134,621.28 | 55.13 |
| 100-000-4152 | FRAN FEE - REFUSE DISPOSA | 410,000.00 | -107,746.05 | 249,839.41 | 160,160.59 | 60.94 |
| 100-000-4153 | FRAN FEE - SO. CAL GAS | 160,000.00 | 0.00 | 0.00 | 160,000.00 | 0.00 |
| | SALES & OTHER TAX | 6,420,000.00 | 1,639,322.60 | 4,451,635.91 | 1,968,364.09 | 69.34 |
| 100-000-4200 | CONSTBLDG PERMIT FEE | 201,650.00 | 43,385.86 | 267,961.03 | -66,311.03 | 132.88 |
| 100-000-4203 | FIRE PLAN CHECK FEE | 0.00 | 0.00 | 12,932.00 | -12,932.00 | 0.00 |
| 100-000-4215 | DEVELOPMENT FEES | 1,563,525.00 | 108,726.25 | 1,418,405.84 | 145,119.16 | 90.72 |
| 100-000-4220 | TECHNOLOGY FEES | 27,800.00 | 0.00 | 0.00 | 27,800.00 | 0.00 |
| 100-000-4225 | ENCROACHMENT FEES | 0.00 | 1,404.00 | 6,284.26 | -6,284.26 | 0.00 |
| 100-000-4250 | BUSINESS REG FEES | 18,000.00 | 3,760.00 | 26,535.00 | -8,535.00 | 147.42 |
| 100-000-4251 | RENTAL REG FEE | 0.00 | 882.00 | 1,764.00 | -1,764.00 | 0.00 |
| 100-000-4252 | CASP FEE | 0.00 | -53.60 | 312.40 | -312.40 | 0.00 |
| 100-000-4255 | ANIMAL CONTROL FEES | 66,000.00 | 24,123.00 | 95,957.00 | -29,957.00 | 145.39 |
| 100-000-4260 | VACANT PROPERTY REGISTRATION | 6,000.00 | 0.00 | 70.00 | 5,930.00 | 1.17 |
| 100-000-4265 | FORECLOSED PROP REG FEE | 0.00 | -2,285.00 | 37,965.41 | -37,965.41 | 0.00 |
| | LICENSES & PERMITS | 1,882,975.00 | 179,942.51 | 1,868,186.94 | 14,788.06 | 99.21 |
| 100-000-4400 | MOTOR VEHICLE LICENSE FEES | 37,000.00 | 0.00 | 29,146.37 | 7,853.63 | 78.77 |
| | INTER-GOVERNMENTAL - STATE | 37,000.00 | 0.00 | 29,146.37 | 7,853.63 | 78.77 |
| 100-000-4503 | ABANDONED VEHICLE ABATEMENT | 0.00 | 0.00 | 442.31 | -442.31 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--------------------------------------|----------------------|---------------------|---------------------|---------------------|-----------------|
| | INTER-GOVERNMENTAL - COUNTYOT | 0.00 | 0.00 | 442.31 | -442.31 | 0.00 |
| 100-000-4300 | COURT, VEHICLE & PARKING FEES | 140,000.00 | 0.00 | 128,900.62 | 11,099.38 | 92.07 |
| 100-000-4301 | VEHICLE IMPOUND FEES | 21,600.00 | 2,265.00 | 17,416.00 | 4,184.00 | 80.63 |
| 100-000-4380 | PROPERTY DAMAGE REIMBURSEMENT | 0.00 | 0.00 | 3,039.35 | -3,039.35 | 0.00 |
| | FINES & FORFEITURES | 161,600.00 | 2,265.00 | 149,355.97 | 12,244.03 | 92.42 |
| 100-000-4600 | INTEREST INCOME | 12,000.00 | 1,097.41 | 15,902.45 | -3,902.45 | 132.52 |
| | USE OF MONEYPROPERTY | 12,000.00 | 1,097.41 | 15,902.45 | -3,902.45 | 132.52 |
| 100-000-4750 | CONTRIBUTIONS | 0.00 | -296.73 | 3,319.14 | -3,319.14 | 0.00 |
| | OTHER INCOME | 0.00 | -296.73 | 3,319.14 | -3,319.14 | 0.00 |
| 100-000-4390 | ADMINISTRATIVE FEE | 0.00 | 943.85 | 1,013.15 | -1,013.15 | 0.00 |
| 100-000-4395 | COPIES | 0.00 | 2.50 | 15.02 | -15.02 | 0.00 |
| | CHARGES FOR SERVICES | 0.00 | 946.35 | 1,028.17 | -1,028.17 | 0.00 |
| | Revenue | 10,607,719.00 | 1,851,963.97 | 7,758,447.22 | 2,849,271.78 | 73.14 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 100-100-6020 | SALARIES & WAGES - PART-TIME | 24,000.00 | 2,000.00 | 13,600.00 | 10,400.00 | 56.67 |
| | SALARIES & WAGES | 24,000.00 | 2,000.00 | 13,600.00 | 10,400.00 | 56.67 |
| 100-100-6120 | MEDICARE | 348.00 | 28.99 | 197.19 | 150.81 | 56.66 |
| 100-100-6150 | INSURANCE - HEALTH | 36,000.00 | 2,584.54 | 21,839.94 | 14,160.06 | 60.67 |
| 100-100-6155 | INSURANCE - WORKERS COMP | 6,861.00 | 0.00 | 4,103.56 | 2,757.44 | 59.81 |
| 100-100-6160 | INSURANCE - STATE UNEMPLOYMENT | 1,200.00 | 124.00 | 727.98 | 472.02 | 60.67 |
| | BENEFITS | 44,409.00 | 2,737.53 | 26,868.67 | 17,540.33 | 60.50 |
| 100-100-6240 | MEETINGS & CONFERENCES | 13,650.00 | -55.00 | 3,625.00 | 10,025.00 | 26.56 |
| 100-100-6245 | TRAVELLODGING | 6,950.00 | 939.36 | 1,963.36 | 4,986.64 | 28.25 |
| 100-100-6250 | MILEAGE REIMBURSEMENT | 2,740.00 | 144.48 | 635.83 | 2,104.17 | 23.21 |
| | STAFF DEVELOPMENT | 23,340.00 | 1,028.84 | 6,224.19 | 17,115.81 | 26.67 |
| 100-100-6415 | COMMUNITY PROMOTION | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 100-100-6428 | MEMBERSHIPS DUES | 42,350.00 | 199.00 | 29,158.30 | 13,191.70 | 68.85 |
| | PROF AND CONT SVCS | 43,350.00 | 199.00 | 29,158.30 | 14,191.70 | 67.26 |
| 100-100-6510 | OFFICE SUPPLIES | 0.00 | 0.00 | 36.71 | -36.71 | 0.00 |
| 100-100-6512 | OPERATING DEPARTMENTAL SUPPLIE | 1,500.00 | 216.00 | 279.72 | 1,220.28 | 18.65 |
| | MTCE AND OPERATIONS | 1,500.00 | 216.00 | 316.43 | 1,183.57 | 21.10 |
| 100 | CITY COUNCIL | 136,599.00 | 6,181.37 | 76,167.59 | 60,431.41 | 55.76 |
| 110 | CITY ATTORNEY | | | | | |
| 100-110-6420 | LEGAL | 171,500.00 | 12,441.60 | 98,856.80 | 72,643.20 | 57.64 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--------------------------------|-------------------|------------------|------------------|------------------|-----------------|
| 100-110-6421 | LEGAL - SPECIAL PROJECTS | 0.00 | 0.00 | 410.40 | -410.40 | 0.00 |
| | PROF AND CONT SVCS | 171,500.00 | 12,441.60 | 99,267.20 | 72,232.80 | 57.88 |
| 110 | CITY ATTORNEY | 171,500.00 | 12,441.60 | 99,267.20 | 72,232.80 | 57.88 |
| 120 | CITY CLERK | | | | | |
| 100-120-6010 | SALARIES & WAGES - FULL-TIME | 102,000.00 | 5,218.19 | 58,364.74 | 43,635.26 | 57.22 |
| 100-120-6020 | SALARIES & WAGES - PART-TIME | 5,040.00 | 0.00 | 0.00 | 5,040.00 | 0.00 |
| 100-120-6070 | PAID IN LIEU OF ACCRUED TIME | 0.00 | 359.27 | 359.27 | -359.27 | 0.00 |
| | SALARIES & WAGES | 107,040.00 | 5,577.46 | 58,724.01 | 48,315.99 | 54.86 |
| 100-120-6110 | FICA | 312.00 | 0.00 | 0.00 | 312.00 | 0.00 |
| 100-120-6120 | MEDICARE | 1,552.00 | 102.61 | 1,148.93 | 403.07 | 74.03 |
| 100-120-6130 | PERS-EMPLOYER | 12,240.00 | 1,038.37 | 5,414.38 | 6,825.62 | 44.24 |
| 100-120-6150 | INSURANCE - HEALTH | 36,000.00 | 2,099.57 | 22,031.56 | 13,968.44 | 61.20 |
| 100-120-6155 | INSURANCE - WORKERS COMP | 1,124.00 | 0.00 | 688.42 | 435.58 | 61.25 |
| 100-120-6160 | INSURANCE - STATE UNEMPLOYMENT | 952.00 | 59.65 | 872.88 | 79.12 | 91.69 |
| | BENEFITS | 52,180.00 | 3,300.20 | 30,156.17 | 22,023.83 | 57.79 |
| 100-120-6240 | MEETINGS & CONFERENCES | 2,760.00 | 395.00 | 1,248.62 | 1,511.38 | 45.24 |
| 100-120-6250 | MILEAGE REIMBURSEMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | STAFF DEVELOPMENT | 3,260.00 | 395.00 | 1,248.62 | 2,011.38 | 38.30 |
| 100-120-6414 | ADVERTISING | 3,000.00 | 77.00 | 2,048.00 | 952.00 | 68.27 |
| 100-120-6428 | MEMBERSHIPS DUES | 335.00 | 170.00 | 355.00 | -20.00 | 105.97 |
| 100-120-6495 | OTHER CONTRACTUAL SERVICES | 2,000.00 | 491.61 | 5,793.36 | -3,793.36 | 289.67 |
| | PROF AND CONT SVCS | 5,335.00 | 738.61 | 8,196.36 | -2,861.36 | 153.63 |
| 100-120-6510 | OFFICE SUPPLIES | 1,000.00 | 62.62 | 891.49 | 108.51 | 89.15 |
| 100-120-6512 | OPERATING DEPARTMENTAL SUPPLIE | 1,100.00 | 38.85 | 194.16 | 905.84 | 17.65 |
| | MTCE AND OPERATIONS | 2,100.00 | 101.47 | 1,085.65 | 1,014.35 | 51.70 |
| 120 | CITY CLERK | 169,915.00 | 10,112.74 | 99,410.81 | 70,504.19 | 58.51 |
| 200 | CITY MANAGER | | | | | |
| 100-200-6010 | SALARIES & WAGES - FULL-TIME | 276,000.00 | 21,005.50 | 159,585.22 | 116,414.78 | 57.82 |
| | SALARIES & WAGES | 276,000.00 | 21,005.50 | 159,585.22 | 116,414.78 | 57.82 |
| 100-200-6110 | FICA | 0.00 | 0.00 | 0.01 | -0.01 | 0.00 |
| 100-200-6120 | MEDICARE | 4,002.00 | 313.66 | 2,377.56 | 1,624.44 | 59.41 |
| 100-200-6130 | PERS-EMPLOYER | 33,120.00 | 1,936.14 | 14,771.54 | 18,348.46 | 44.60 |
| 100-200-6150 | INSURANCE - HEALTH | 36,000.00 | 2,465.44 | 16,504.48 | 19,495.52 | 45.85 |
| 100-200-6155 | INSURANCE - WORKERS COMP | 8,182.00 | 0.00 | 4,205.35 | 3,976.65 | 51.40 |
| 100-200-6160 | INSURANCE - STATE UNEMPLOYMENT | 700.00 | 0.00 | 1,218.01 | -518.01 | 174.00 |
| | BENEFITS | 82,004.00 | 4,715.24 | 39,076.95 | 42,927.05 | 47.65 |
| 100-200-6230 | PROFESSIONAL DEVELOPMENT | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 100-200-6240 | MEETINGS & CONFERENCES | 1,325.00 | 0.00 | 752.83 | 572.17 | 56.82 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--|-------------------------|-----------------------|--------------------------|----------------------------|------------------|
| 100-200-6245 | TRAVELLODGING | 1,050.00 | 0.00 | 437.48 | 612.52 | 41.66 |
| 100-200-6250 | MILEAGE REIMBURSEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | STAFF DEVELOPMENT | 3,375.00 | 0.00 | 1,190.31 | 2,184.69 | 35.27 |
| 100-200-6416 | PRINTINGPUBLISHING | 0.00 | 0.00 | 6.30 | -6.30 | 0.00 |
| 100-200-6422 | ECONOMIC DEVELOPMENT | 75,250.00 | 0.00 | 1,401.64 | 73,848.36 | 1.86 |
| 100-200-6428 | MEMBERSHIPS DUES | 2,560.00 | 0.00 | 1,850.00 | 710.00 | 72.27 |
| 100-200-6490 | OTHER PROFESSIONAL SERVICES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100-200-6495 | OTHER CONTRACTUAL SERVICES | 36,000.00 | 3,000.00 | 24,000.00 | 12,000.00 | 66.67 |
| | PROF AND CONT SVCS | 113,810.00 | 3,000.00 | 27,257.94 | 86,552.06 | 23.95 |
| 100-200-6510 | OFFICE SUPPLIES | 500.00 | 0.00 | 565.13 | -65.13 | 113.03 |
| 100-200-6512 | OPERATINGDEPARTMENTAL SUPPLIE MTCE AND OPERATIONS | 2,500.00 3,000.00 | 0.00 0.00 | 141.48 706.61 | 2,358.52 2,293.39 | 5.66 23.55 |
| 200 | CITY MANAGER | 478,189.00 | 28,720.74 | 227,817.03 | 250,371.97 | 47.64 |
| 210 | FINANCE | | | | | |
| 100-210-6010 | SALARIES & WAGES - FULL-TIME | 144,000.00 | 10,235.48 | 86,778.22 | 57,221.78 | 60.26 |
| 100-210-6020 | SALARIES & WAGES - PART-TIME SALARIES & WAGES | 45,000.00 189,000.00 | 1,774.07 12,009.55 | 12,634.86 99,413.08 | 32,365.14 89,586.92 | 28.08 52.60 |
| 100-210-6120 | MEDICARE | 2,741.00 | 163.73 | 1,575.75 | 1,165.25 | 57.49 |
| 100-210-6130 | PERS-EMPLOYER | 22,680.00 | 569.01 | 8,991.33 | 13,688.67 | 39.64 |
| 100-210-6150 | INSURANCE - HEALTH | 36,000.00 | 3,004.64 | 23,939.33 | 12,060.67 | 66.50 |
| 100-210-6155 | INSURANCE - WORKERS COMP | 1,985.00 | 0.00 | 937.95 | 1,047.05 | 47.25 |
| 100-210-6160 | INSURANCE - STATE UNEMPLOYMENT BENEFITS | 1,050.00 64,456.00 | 139.92 3,877.30 | 1,139.39 36,583.75 | -89.39 27,872.25 | 108.51 56.76 |
| 100-210-6220 | SUBSCRIPTIONS & EDUC MATERIALS | 175.00 | 0.00 | 195.00 | -20.00 | 111.43 |
| 100-210-6230 | PROFESSIONAL DEVELOPMENT | 850.00 | 0.00 | 100.00 | 750.00 | 11.76 |
| 100-210-6240 | MEETINGS & CONFERENCES | 2,245.00 | 1,045.00 | 1,602.12 | 642.88 | 71.36 |
| 100-210-6245 | TRAVELLODGING | 900.00 | 0.00 | 197.50 | 702.50 | 21.94 |
| 100-210-6250 | MILEAGE REIMBURSEMENT STAFF DEVELOPMENT | 250.00 4,420.00 | 0.00 1,045.00 | 122.04 2,216.66 | 127.96 2,203.34 | 48.82 50.15 |
| 100-210-6410 | ACCOUNTING SERVICES | 31,200.00 | 2,415.00 | 14,513.00 | 16,687.00 | 46.52 |
| 100-210-6411 | AUDITING SERVICES | 20,000.00 | 14,300.00 | 18,470.00 | 1,530.00 | 92.35 |
| 100-210-6416 | PRINTINGPUBLISHING | 750.00 | 0.00 | 597.27 | 152.73 | 79.64 |
| 100-210-6428 | MEMBERSHIPS DUES | 970.00 | 0.00 | 1,295.00 | -325.00 | 133.51 |
| 100-210-6485 | PROP TAX ADMIN CHARGES | 0.00 | -535.13 | -535.13 | 535.13 | 0.00 |
| 100-210-6490 | OTHER PROFESSIONAL SERVICES | 5,000.00 | 298.06 | 3,440.96 | 1,559.04 | 68.82 |
| 100-210-6495 | OTHER CONTRACTUAL SERVICES PROF AND CONT SVCS | 18,400.00 76,320.00 | 3,600.00 20,077.93 | 147,880.06 185,661.16 | -129,480.06 -109,341.16 | 803.70 243.27 |
| 100-210-6510 | OFFICE SUPPLIES | 2,000.00 | 119.92 | 753.19 | 1,246.81 | 37.66 |
| 100-210-6512 | OPERATINGDEPARTMENTAL SUPPLIE MTCE AND OPERATIONS | 1,000.00 3,000.00 | 116.63 236.55 | 150.83 904.02 | 849.17 2,095.98 | 15.08 30.13 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|----------------------------------|-------------------|------------------|-------------------|------------------|-----------------|
| 100-210-6622 | OFFICE EQUIPMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | CAPITAL OUTLAY | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 210 | FINANCE | 337,696.00 | 37,246.33 | 324,778.67 | 12,917.33 | 96.17 |
| 220 | PERSONNEL | | | | | |
| 100-220-6220 | SUBSCRIPTIONS & EDUC MATERIALS | 40.00 | 0.00 | 0.00 | 40.00 | 0.00 |
| 100-220-6230 | PROFESSIONAL DEVELOPMENT | 5,000.00 | 149.00 | 149.00 | 4,851.00 | 2.98 |
| | STAFF DEVELOPMENT | 5,040.00 | 149.00 | 149.00 | 4,891.00 | 2.96 |
| 100-220-6414 | ADVERTISING | 250.00 | 315.00 | 682.50 | -432.50 | 273.00 |
| 100-220-6428 | MEMBERSHIPS DUES | 0.00 | 50.00 | 50.00 | -50.00 | 0.00 |
| 100-220-6490 | OTHER PROFESSIONAL SERVICES | 1,100.00 | 259.00 | 482.00 | 618.00 | 43.82 |
| | PROF AND CONT SVCS | 1,350.00 | 624.00 | 1,214.50 | 135.50 | 89.96 |
| 100-220-6510 | OFFICE SUPPLIES | 250.00 | 0.00 | 0.00 | 250.00 | 0.00 |
| | MTCE AND OPERATIONS | 250.00 | 0.00 | 0.00 | 250.00 | 0.00 |
| 220 | PERSONNEL | 6,640.00 | 773.00 | 1,363.50 | 5,276.50 | 20.53 |
| 230 | RISK MANAGEMENT | | | | | |
| 100-230-6155 | INSURANCE - WORKERS COMP | 0.00 | 1,136.50 | 2,273.00 | -2,273.00 | 0.00 |
| | BENEFITS | 0.00 | 1,136.50 | 2,273.00 | -2,273.00 | 0.00 |
| 100-230-6440 | INSURANCE - GENERAL LIABILITY | 37,851.00 | 0.00 | 36,665.64 | 1,185.36 | 96.87 |
| | PROF AND CONT SVCS | 37,851.00 | 0.00 | 36,665.64 | 1,185.36 | 96.87 |
| 230 | RISK MANAGEMENT | 37,851.00 | 1,136.50 | 38,938.64 | -1,087.64 | 102.87 |
| 240 | INFORMATION TECHNOLOGY | | | | | |
| 100-240-6412 | TECHNOLOGY SERVICES | 103,270.00 | 20,847.65 | 95,605.18 | 7,664.82 | 92.58 |
| | PROF AND CONT SVCS | 103,270.00 | 20,847.65 | 95,605.18 | 7,664.82 | 92.58 |
| 100-240-6512 | OPERATING DEPARTMENTAL SUPPLIE | 500.00 | 103.00 | 0.00 | 500.00 | 0.00 |
| 100-240-6590 | OTHER EQUIPMENT SUPPLIES | 0.00 | 0.00 | 144.08 | -144.08 | 0.00 |
| | MTCE AND OPERATIONS | 500.00 | 103.00 | 144.08 | 355.92 | 28.82 |
| 100-240-6615 | COMPUTER HARDWARE SOFTWARE | 0.00 | 0.00 | 5,611.70 | -5,611.70 | 0.00 |
| 100-240-6622 | OFFICE EQUIPMENT | 35,000.00 | 1,899.42 | 3,399.42 | 31,600.58 | 9.71 |
| | CAPITAL OUTLAY | 35,000.00 | 1,899.42 | 9,011.12 | 25,988.88 | 25.75 |
| 240 | INFORMATION TECHNOLOGY | 138,770.00 | 22,850.07 | 104,760.38 | 34,009.62 | 75.49 |
| 250 | PUBLIC INFORMATION OFFICE | | | | | |
| 100-250-6010 | SALARIES & WAGES - FULL-TIME | 60,000.00 | 4,615.38 | 39,240.98 | 20,759.02 | 65.40 |
| 100-250-6040 | OVERTIME | 0.00 | 86.55 | 324.56 | -324.56 | 0.00 |
| | SALARIES & WAGES | 60,000.00 | 4,701.93 | 39,565.54 | 20,434.46 | 65.94 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|--|---------------------------------|-------------------------|-----------------------------|---------------------------------|------------------------|
| 100-250-6120 | MEDICARE | 870.00 | 89.93 | 747.70 | 122.30 | 85.94 |
| 100-250-6130 | PERS-EMPLOYER | 7,200.00 | 288.46 | 2,550.87 | 4,649.13 | 35.43 |
| 100-250-6150 | INSURANCE - HEALTH | 18,000.00 | 1,500.00 | 12,000.00 | 6,000.00 | 66.67 |
| 100-250-6155 | INSURANCE - WORKERS COMP | 630.00 | 0.00 | 408.38 | 221.62 | 64.82 |
| 100-250-6160 | INSURANCE - STATE UNEMPLOYMENT BENEFITS | 350.00 27,050.00 | 0.00 1,878.39 | 434.00 16,140.95 | -84.00 10,909.05 | 124.00 59.67 |
| 100-250-6240 | MEETINGS & CONFERENCES | 2,115.00 | 0.00 | 0.00 | 2,115.00 | 0.00 |
| 100-250-6245 | TRAVELLODGING | 1,625.00 | 0.00 | 0.00 | 1,625.00 | 0.00 |
| 100-250-6250 | MILEAGE REIMBURSEMENT STAFF DEVELOPMENT | 500.00 4,240.00 | 0.00 0.00 | 0.00 0.00 | 500.00 4,240.00 | 0.00 0.00 |
| 100-250-6415 | COMMUNITY PROMOTION | 16,100.00 | 0.00 | 100.00 | 16,000.00 | 0.62 |
| 100-250-6416 | PRINTINGPUBLISHING | 5,000.00 | 0.00 | 1,283.04 | 3,716.96 | 25.66 |
| 100-250-6428 | MEMBERSHIPS DUES PROF AND CONT SVCS | 1,140.00 22,240.00 | 0.00 0.00 | 1,140.00 2,523.04 | 0.00 19,716.96 | 100.00 11.34 |
| 100-250-6512 | OPERATINGDEPARTMENTAL SUPPLIE MTCE AND OPERATIONS | 0.00 0.00 | 0.00 0.00 | 34.20 34.20 | -34.20 -34.20 | 0.00 0.00 |
| 250 | PUBLIC INFORMATION OFFICE | 113,530.00 | 6,580.32 | 58,263.73 | 55,266.27 | 51.32 |
| 290 | GENERAL GOVERNMENT | | | | | |
| 100-290-6472 | RENTSLEASES-EQUIPMENT & VEHIC | 7,900.00 | 733.59 | 5,031.75 | 2,868.25 | 63.69 |
| 100-290-6499 | CONTINGENCY PROF AND CONT SVCS | 32,522.00 40,422.00 | 0.00 733.59 | 0.00 5,031.75 | 32,522.00 35,390.25 | 0.00 12.45 |
| 100-290-6340 | OFFICE EQUIPMENT REPAIR | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 100-290-6510 | OFFICE SUPPLIES | 5,000.00 | 109.33 | 1,671.01 | 3,328.99 | 33.42 |
| 100-290-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 5,000.00 | 323.84 | 1,456.68 | 3,543.32 | 29.13 |
| 100-290-6514 | POSTAGESHIPPIING | 3,300.00 | 215.99 | 555.31 | 2,744.69 | 16.83 |
| 100-290-6590 | OTHER EQUIPMENTSUPPLIES MTCE AND OPERATIONS | 0.00 13,800.00 | 0.00 649.16 | 0.00 3,683.00 | 0.00 10,117.00 | 0.00 26.69 |
| 100-290-6830 | REVENUE NEUTRALITY PAYMENT DEBT SERVICE - PRINCIPAL | 287,500.00 287,500.00 | 0.00 0.00 | 0.00 0.00 | 287,500.00 287,500.00 | 0.00 0.00 |
| 290 | GENERAL GOVERNMENT | 341,722.00 | 1,382.75 | 8,714.75 | 333,007.25 | 2.55 |
| 295 | BUILDING & FACILITIES | | | | | |
| 100-295-6460 | JANITORIAL | 2,600.00 | 210.00 | 1,680.00 | 920.00 | 64.62 |
| 100-295-6474 | RENTSLEASES-LAND & BUILDINGS | 76,000.00 | 6,384.80 | 50,468.80 | 25,531.20 | 66.41 |
| 100-295-6490 | OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS | 420.00 79,020.00 | 0.00 6,594.80 | 295.00 52,443.80 | 125.00 26,576.20 | 70.24 66.37 |
| 100-295-6310 | BUILDING MAINTENANCE & REPAIR | 250.00 | 25.00 | 1,716.65 | -1,466.65 | 686.66 |
| 100-295-6372 | UTILITIES - ELECTRIC | 5,400.00 | 362.42 | 3,225.07 | 2,174.93 | 59.72 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|----------------------------------|---------------------|-------------------|-------------------|-------------------|-----------------|
| 100-295-6376 | UTILITIES - TELEPHONE | 10,500.00 | 678.35 | 5,426.26 | 5,073.74 | 51.68 |
| | MTCE AND OPERATIONS | 16,150.00 | 1,065.77 | 10,367.98 | 5,782.02 | 64.20 |
| 100-295-6622 | OFFICE EQUIPMENT | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| | CAPITAL OUTLAY | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 295 | BUILDING & FACILITIES | 96,370.00 | 7,660.57 | 62,811.78 | 33,558.22 | 65.18 |
| 300 | PLANNING | | | | | |
| 100-300-6212 | STIPENDS | 4,800.00 | 0.00 | 1,100.00 | 3,700.00 | 22.92 |
| 100-300-6230 | PROFESSIONAL DEVELOPMENT | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 100-300-6240 | MEETINGS & CONFERENCES | 2,625.00 | 0.00 | 0.00 | 2,625.00 | 0.00 |
| 100-300-6245 | TRAVEL LODGING | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 0.00 |
| | STAFF DEVELOPMENT | 12,925.00 | 0.00 | 1,100.00 | 11,825.00 | 8.51 |
| 100-300-6414 | ADVERTISING | 2,500.00 | 0.00 | 1,097.50 | 1,402.50 | 43.90 |
| 100-300-6420 | LEGAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100-300-6426 | GENERAL PLAN SERVICES | 26,000.00 | 0.00 | 72.50 | 25,927.50 | 0.28 |
| 100-300-6431 | PLANNING | 745,000.00 | 35,688.70 | 165,211.93 | 579,788.07 | 22.18 |
| 100-300-6433 | PRIVATE DEVELOPMENT | 390,000.00 | 96,554.85 | 243,741.09 | 146,258.91 | 62.50 |
| | PROF AND CONT SVCS | 1,163,500.00 | 132,243.55 | 410,123.02 | 753,376.98 | 35.25 |
| 100-300-6510 | OFFICE SUPPLIES | 500.00 | 0.00 | 102.61 | 397.39 | 20.52 |
| 100-300-6512 | OPERATING DEPARTMENTAL SUPPLIE | 500.00 | 0.00 | 305.00 | 195.00 | 61.00 |
| 100-300-6514 | POSTAGE SHIPPING | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| | MTCE AND OPERATIONS | 1,100.00 | 0.00 | 407.61 | 692.39 | 37.06 |
| 300 | PLANNING | 1,177,525.00 | 132,243.55 | 411,630.63 | 765,894.37 | 34.96 |
| 310 | BUILDING & SAFETY | | | | | |
| 100-310-6432 | BUILDING & SAFETY | 200,000.00 | 65,167.50 | 196,235.00 | 3,765.00 | 98.12 |
| 100-310-6433 | PRIVATE DEVELOPMENT | 1,000,000.00 | 210,981.25 | 683,113.75 | 316,886.25 | 68.31 |
| | PROF AND CONT SVCS | 1,200,000.00 | 276,148.75 | 879,348.75 | 320,651.25 | 73.28 |
| 100-310-6510 | OFFICE SUPPLIES | 650.00 | 88.76 | 486.27 | 163.73 | 74.81 |
| 100-310-6512 | OPERATING DEPARTMENTAL SUPPLIE | 1,000.00 | 121.50 | 752.41 | 247.59 | 75.24 |
| | MTCE AND OPERATIONS | 1,650.00 | 210.26 | 1,238.68 | 411.32 | 75.07 |
| 310 | BUILDING & SAFETY | 1,201,650.00 | 276,359.01 | 880,587.43 | 321,062.57 | 73.28 |
| 330 | CODE ENFORCEMENT | | | | | |
| 100-330-6010 | SALARIES & WAGES - FULL-TIME | 120,000.00 | 8,602.32 | 73,119.72 | 46,880.28 | 60.93 |
| 100-330-6040 | OVERTIME | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| | SALARIES & WAGES | 121,000.00 | 8,602.32 | 73,119.72 | 47,880.28 | 60.43 |
| 100-330-6120 | MEDICARE | 1,740.00 | 156.74 | 1,248.42 | 491.58 | 71.75 |
| 100-330-6130 | PERS-EMPLOYER | 14,400.00 | 812.22 | 7,019.07 | 7,380.93 | 48.74 |
| 100-330-6150 | INSURANCE - HEALTH | 36,000.00 | 3,001.79 | 24,030.29 | 11,969.71 | 66.75 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|---------------------------------|-------------------|------------------|-------------------|------------------|-----------------|
| 100-330-6155 | INSURANCE - WORKERS COMP | 1,260.00 | 0.00 | 1,732.75 | -472.75 | 137.52 |
| 100-330-6160 | INSURANCE - STATE UNEMPLOYMENT | 700.00 | 7.90 | 930.37 | -230.37 | 132.91 |
| 100-330-6170 | UNIFORMS | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | BENEFITS | 54,600.00 | 3,978.65 | 34,960.90 | 19,639.10 | 64.03 |
| 100-330-6230 | PROFESSIONAL DEVELOPMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 100-330-6260 | EDUCATION REIMBURSEMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| | STAFF DEVELOPMENT | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 100-330-6428 | MEMBERSHIPS DUES | 150.00 | 0.00 | 0.00 | 150.00 | 0.00 |
| 100-330-6480 | PAYMENTS TO OTHER AGENCIES | 2,000.00 | 0.00 | 1,254.80 | 745.20 | 62.74 |
| | PROF AND CONT SVCS | 2,150.00 | 0.00 | 1,254.80 | 895.20 | 58.36 |
| 100-330-6330 | VEHICLE OPERATIONS GAS | 4,500.00 | 285.26 | 2,234.10 | 2,265.90 | 49.65 |
| 100-330-6332 | VEHICLE REPAIR | 2,000.00 | 435.84 | 1,637.35 | 362.65 | 81.87 |
| 100-330-6376 | UTILITIES - TELEPHONE | 2,500.00 | 125.30 | 875.94 | 1,624.06 | 35.04 |
| 100-330-6510 | OFFICE SUPPLIES | 500.00 | 0.00 | 75.03 | 424.97 | 15.01 |
| 100-330-6512 | OPERATING DEPARTMENTAL SUPPLIES | 4,000.00 | 0.00 | 1,231.13 | 2,768.87 | 30.78 |
| 100-330-6590 | OTHER EQUIPMENT SUPPLIES | 2,500.00 | 0.00 | 68.13 | 2,431.87 | 2.73 |
| | MTCE AND OPERATIONS | 16,000.00 | 846.40 | 6,121.68 | 9,878.32 | 38.26 |
| 330 | CODE ENFORCEMENT | 194,750.00 | 13,427.37 | 115,457.10 | 79,292.90 | 59.28 |
| 400 | LAW ENFORCEMENT | | | | | |
| 100-400-6170 | UNIFORMS | 1,350.00 | 0.00 | 0.00 | 1,350.00 | 0.00 |
| | BENEFITS | 1,350.00 | 0.00 | 0.00 | 1,350.00 | 0.00 |
| 100-400-6212 | STIPENDS | 2,400.00 | 0.00 | 200.00 | 2,200.00 | 8.33 |
| 100-400-6230 | PROFESSIONAL DEVELOPMENT | 1,690.00 | 0.00 | 0.00 | 1,690.00 | 0.00 |
| 100-400-6240 | MEETINGS & CONFERENCES | 2,800.00 | 0.00 | 0.00 | 2,800.00 | 0.00 |
| | STAFF DEVELOPMENT | 6,890.00 | 0.00 | 200.00 | 6,690.00 | 2.90 |
| 100-400-6416 | PRINTING PUBLISHING | 9,480.00 | 0.00 | 2,069.13 | 7,410.87 | 21.83 |
| 100-400-6428 | MEMBERSHIPS DUES | 120.00 | 99.00 | 99.00 | 21.00 | 82.50 |
| 100-400-6452 | POLICE SERVICES | 5,746,296.00 | 785,286.69 | 2,632,464.53 | 3,113,831.47 | 45.81 |
| 100-400-6453 | YOUTH EXPLORER PROGRAM | 1,430.00 | 0.00 | 850.00 | 580.00 | 59.44 |
| 100-400-6454 | BOOKING FEES | 23,743.00 | 0.00 | 0.00 | 23,743.00 | 0.00 |
| 100-400-6455 | CRIME PREVENTION | 3,150.00 | 0.00 | -1,588.07 | 4,738.07 | -50.41 |
| 100-400-6456 | CAL ID | 50,180.00 | 0.00 | 52,822.00 | -2,642.00 | 105.27 |
| 100-400-6457 | BLOOD DRAWS | 20,000.00 | 368.88 | 4,180.86 | 15,819.14 | 20.90 |
| 100-400-6458 | COUNTY RMS SYSTEM | 46,167.00 | 0.00 | 0.00 | 46,167.00 | 0.00 |
| 100-400-6459 | FORENSIC | 6,300.00 | 0.00 | 0.00 | 6,300.00 | 0.00 |
| 100-400-6462 | SAFE NEIGHBORHOOD GANG TASK FO | 5,000.00 | 0.00 | 3,260.00 | 1,740.00 | 65.20 |
| 100-400-6463 | CITIZEN'S PATROL | 7,200.00 | 0.00 | 0.00 | 7,200.00 | 0.00 |
| 100-400-6465 | EXTRA DUTY-POLICE | 20,000.00 | 5,032.96 | 10,722.25 | 9,277.75 | 53.61 |
| 100-400-6467 | FACILITY RATE | 106,790.00 | 0.00 | 0.00 | 106,790.00 | 0.00 |
| 100-400-6468 | CROSSING GUARDS | 25,350.00 | 6,242.64 | 14,232.24 | 11,117.76 | 56.14 |
| 100-400-6480 | PAYMENTS TO OTHER AGENCIES | 55,000.00 | 0.00 | 24,684.55 | 30,315.45 | 44.88 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % ExpendCollect |
|----------------|---|----------------------------------|-----------------------------|---------------------------------|----------------------------------|-----------------------|
| 100-400-6490 | OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS | 20,000.00 6,146,206.00 | 0.00 797,030.17 | 1,445.99 2,745,242.48 | 18,554.01 3,400,963.52 | 7.23 44.67 |
| 100-400-6332 | VEHICLE REPAIR | 3,052.00 | 0.00 | 1,731.20 | 1,320.80 | 56.72 |
| 100-400-6342 | FIELD EQUIPMENT REPAIR | 1,350.00 | 0.00 | 0.00 | 1,350.00 | 0.00 |
| 100-400-6466 | VEHICLE TOW RECOVERY | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 100-400-6510 | OFFICE SUPPLIES | 300.00 | 0.00 | 0.00 | 300.00 | 0.00 |
| 100-400-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 0.00 | 0.00 | 279.81 | -279.81 | 0.00 |
| 100-400-6514 | POSTAGESHIPPING | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 0.00 |
| 100-400-6590 | OTHER EQUIPMENTSUPPLIES MTCE AND OPERATIONS | 7,800.00 19,502.00 | 0.00 0.00 | 0.00 2,011.01 | 7,800.00 17,490.99 | 0.00 10.31 |
| 100-400-6624 | OTHER CAPITAL EQUIPMENT CAPITAL OUTLAY | 1,220.00 1,220.00 | 0.00 0.00 | 0.00 0.00 | 1,220.00 1,220.00 | 0.00 0.00 |
| 400 | LAW ENFORCEMENT | 6,175,168.00 | 797,030.17 | 2,747,453.49 | 3,427,714.51 | 44.49 |
| 430 | ANIMAL CONTROL | | | | | |
| 100-430-6480 | PAYMENTS TO OTHER AGENCIES | 137,844.00 | 45,772.80 | 149,208.99 | -11,364.99 | 108.24 |
| 100-430-6490 | OTHER PROFESSIONAL SERVICES PROF AND CONT SVCS | 90,000.00 227,844.00 | 0.00 45,772.80 | 0.00 149,208.99 | 90,000.00 78,635.01 | 0.00 65.49 |
| 430 | ANIMAL CONTROL | 227,844.00 | 45,772.80 | 149,208.99 | 78,635.01 | 65.49 |
| 440 | CODE ENFORCEMENT | | | | | |
| 100-440-6480 | PAYMENTS TO OTHER AGENCIES PROF AND CONT SVCS | 0.00 0.00 | 0.00 0.00 | 1,619.67 1,619.67 | -1,619.67 -1,619.67 | 0.00 0.00 |
| 440 | CODE ENFORCEMENT | 0.00 | 0.00 | 1,619.67 | -1,619.67 | 0.00 |
| 500 | PUBLIC WORKS | | | | | |
| 100-500-6416 | PRINTINGPUBLISHING PROF AND CONT SVCS | 0.00 0.00 | 0.00 0.00 | 43.60 43.60 | -43.60 -43.60 | 0.00 0.00 |
| 100-500-6664 | STORM DRAINAGE CAPITAL OUTLAY | 110,000.00 110,000.00 | 6,895.00 6,895.00 | 80,636.80 80,636.80 | 29,363.20 29,363.20 | 73.31 73.31 |
| 500 | PUBLIC WORKS | 110,000.00 | 6,895.00 | 80,680.40 | 29,319.60 | 73.35 |
| 550 | BUILDING & FACILITIES MAINT. | | | | | |
| 100-550-6514 | POSTAGESHIPPING MTCE AND OPERATIONS | 0.00 0.00 | 0.00 0.00 | 431.98 431.98 | -431.98 -431.98 | 0.00 0.00 |
| 550 | BUILDING & FACILITIES MAINT. | 0.00 | 0.00 | 431.98 | -431.98 | 0.00 |
| | Expense | 11,115,719.00 | 1,406,813.89 | 5,489,363.77 | 5,626,355.23 | 49.38 |
| 100 | GENERAL FUND | -508,000.00 | 445,150.08 | 2,269,083.45 | -2,777,083.45 | -446.67 |

| <u>Account Number</u> | <u>Description</u> | <u>Budget</u> | <u>Current Month</u> | <u>YTD</u> | <u>Variance</u> | <u>% ExpendCollect</u> |
|-----------------------|--------------------|---------------|----------------------|------------|-----------------|------------------------|
|-----------------------|--------------------|---------------|----------------------|------------|-----------------|------------------------|

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|---------------------------------|----------------------|-----------------|---------------------|----------------------|------------------|
| 110 | STRUCTURAL FIRE FUND | | | | | |
| | Revenue | | | | | |
| 110-000-4000 | BASE PROPERTY TAX (S) | 3,946,227.00 | 0.00 | 1,944,589.51 | 2,001,637.49 | 49.28 |
| 110-000-4010 | BASE PROPERTY TAX (U) | 0.00 | 0.00 | 182,022.75 | -182,022.75 | 0.00 |
| 110-000-4030 | OTHER PROPERTY TAX | 0.00 | 0.00 | 66,703.78 | -66,703.78 | 0.00 |
| 110-000-4040 | HOMEOWNER-S EXEMPTION REIMB | 0.00 | 0.00 | 28,994.01 | -28,994.01 | 0.00 |
| 110-000-4070 | PROPERTY TAX PYSUP | 0.00 | 0.00 | 7,623.89 | -7,623.89 | 0.00 |
| 110-000-4071 | PROPERTY TAX 2345PYSUP | 0.00 | 0.00 | 11,539.36 | -11,539.36 | 0.00 |
| | PROPERTY TAX | 3,946,227.00 | 0.00 | 2,241,473.30 | 1,704,753.70 | 56.80 |
| 110-000-4240 | FIRE PLAN CHECK | 118,443.00 | 3,680.00 | 5,568.00 | 112,875.00 | 4.70 |
| | LICENSES & PERMITS | 118,443.00 | 3,680.00 | 5,568.00 | 112,875.00 | 4.70 |
| 110-000-4600 | INTEREST INCOME | 4,065.00 | 0.00 | 4,527.36 | -462.36 | 111.37 |
| | USE OF MONEYPROPERTY | 4,065.00 | 0.00 | 4,527.36 | -462.36 | 111.37 |
| | Revenue | 4,068,735.00 | 3,680.00 | 2,251,568.66 | 1,817,166.34 | 55.34 |
| | Expense | | | | | |
| 420 | FIRE & MEDICAL AID | | | | | |
| 110-420-6450 | FIRE SERVICES | 2,698,346.00 | 0.00 | 529,037.15 | 2,169,308.85 | 19.61 |
| 110-420-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 110-420-6490 | OTHER PROFESSIONAL SERVICES | 450,000.00 | 0.00 | 0.00 | 450,000.00 | 0.00 |
| | PROF AND CONT SVCS | 3,148,346.00 | 0.00 | 529,037.15 | 2,619,308.85 | 16.80 |
| 110-420-6415 | COMMUNITY PROMOTION | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 110-420-6512 | OPERATINGDEPARTMENTAL SUPPLIE | 0.00 | 174.90 | 4,122.23 | -4,122.23 | 0.00 |
| | MTCE AND OPERATIONS | 2,500.00 | 174.90 | 4,122.23 | -1,622.23 | 164.89 |
| 110-420-6620 | FURNITUREFIXTURES | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| 110-420-6630 | LAND | 570,000.00 | 0.00 | 598,331.37 | -28,331.37 | 104.97 |
| 110-420-6650 | BUILDINGS | 3,500,000.00 | 0.00 | 0.00 | 3,500,000.00 | 0.00 |
| | CAPITAL OUTLAY | 4,170,000.00 | 0.00 | 598,331.37 | 3,571,668.63 | 14.35 |
| 420 | FIRE & MEDICAL AID | 7,320,846.00 | 174.90 | 1,131,490.75 | 6,189,355.25 | 15.46 |
| 800 | DEBT SERVICE | | | | | |
| 110-800-6830 | REVENUE NEUTRALITY | 287,500.00 | 0.00 | 0.00 | 287,500.00 | 0.00 |
| | DEBT SERVICE - PRINCIPAL | 287,500.00 | 0.00 | 0.00 | 287,500.00 | 0.00 |
| 800 | DEBT SERVICE | 287,500.00 | 0.00 | 0.00 | 287,500.00 | 0.00 |
| | Expense | 7,608,346.00 | 174.90 | 1,131,490.75 | 6,476,855.25 | 14.87 |
| 110 | STRUCTURAL FIRE FUND | -3,539,611.00 | 3,505.10 | 1,120,077.91 | -4,659,688.91 | -31.64 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|--------------------------------------|----------------------|-------------------|---------------------|----------------------|------------------|
| 200 | GAS TAX FUND | | | | | |
| | Revenue | | | | | |
| 200-000-4428 | GAS TAX, 2103 | 1,076,047.00 | 0.00 | 513,626.27 | 562,420.73 | 47.73 |
| 200-000-4430 | GAS TAX, 2105 | 355,148.00 | 0.00 | 158,158.25 | 196,989.75 | 44.53 |
| 200-000-4431 | GAS TAX, 2106 | 240,235.00 | 0.00 | 115,135.95 | 125,099.05 | 47.93 |
| 200-000-4432 | GAS TAX, 2107 | 528,758.00 | 0.00 | 258,644.28 | 270,113.72 | 48.92 |
| 200-000-4433 | GAS TAX, 2107.5 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 200-000-4580 | TUMF REIMBURSEMENT | 0.00 | 0.00 | 473,171.00 | -473,171.00 | 0.00 |
| | INTER-GOVERNMENTAL - COUNTYOT | 2,207,688.00 | 0.00 | 1,518,735.75 | 688,952.25 | 68.79 |
| 200-000-4600 | INTEREST INCOME | 5,000.00 | 0.00 | 3,474.15 | 1,525.85 | 69.48 |
| | USE OF MONEYPROPERTY | 5,000.00 | 0.00 | 3,474.15 | 1,525.85 | 69.48 |
| 200-000-4750 | CONTRIBUTIONS | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| | OTHER INCOME | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| | Revenue | 2,262,688.00 | 0.00 | 1,522,209.90 | 740,478.10 | 67.27 |
| | Expense | | | | | |
| 320 | ENGINEERING | | | | | |
| 200-320-6660 | STREETS | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 |
| | CAPITAL OUTLAY | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 |
| 320 | ENGINEERING | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 |
| 500 | PUBLIC WORKS | | | | | |
| 200-500-6490 | OTHER PROFESSIONAL SERVICES | 30,000.00 | 35,061.25 | 0.00 | 30,000.00 | 0.00 |
| | PROF AND CONT SVCS | 30,000.00 | 35,061.25 | 0.00 | 30,000.00 | 0.00 |
| 500 | PUBLIC WORKS | 30,000.00 | 35,061.25 | 0.00 | 30,000.00 | 0.00 |
| 510 | STREETS | | | | | |
| 200-510-6434 | STREET MAINTENANCESWEEPING | 190,000.00 | 8,091.52 | 135,720.43 | 54,279.57 | 71.43 |
| 200-510-6438 | SIGNAL AND SIGN MAINTENANCE | 190,000.00 | 25,096.35 | 80,889.86 | 109,110.14 | 42.57 |
| 200-510-6490 | OTHER PROFESSIONAL SERVICES | 370,000.00 | 4,918.75 | 193,169.74 | 176,830.26 | 52.21 |
| | PROF AND CONT SVCS | 750,000.00 | 38,106.62 | 409,780.03 | 340,219.97 | 54.64 |
| 200-510-6660 | STREETS | 2,567,000.00 | 4,082.50 | 13,103.75 | 2,553,896.25 | 0.51 |
| 200-510-6662 | BRIDGES | 0.00 | 0.00 | 3,645.00 | -3,645.00 | 0.00 |
| | CAPITAL OUTLAY | 2,567,000.00 | 4,082.50 | 16,748.75 | 2,550,251.25 | 0.65 |
| 510 | STREETS | 3,317,000.00 | 42,189.12 | 426,528.78 | 2,890,471.22 | 12.86 |
| | Expense | 3,347,000.00 | 77,310.37 | 426,528.78 | 2,920,471.22 | 12.74 |
| 200 | GAS TAX FUND | -1,084,312.00 | -77,310.37 | 1,095,681.12 | -2,179,993.12 | -101.05 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|--------------------------------------|---------------------|----------------------|-------------------|----------------------|-------------------------|
| 210 | MEASURE A FUND | | | | | |
| | Revenue | | | | | |
| 210-000-4500 | MEASURE A FEES | 882,000.00 | 92,946.99 | 496,058.51 | 385,941.49 | 56.24 |
| | INTER-GOVERNMENTAL - COUNTYOT | 882,000.00 | 92,946.99 | 496,058.51 | 385,941.49 | 56.24 |
| 210-000-4600 | INTEREST INCOME | 1,000.00 | 0.00 | 1,844.69 | -844.69 | 184.47 |
| | USE OF MONEYPROPERTY | 1,000.00 | 0.00 | 1,844.69 | -844.69 | 184.47 |
| | Revenue | 883,000.00 | 92,946.99 | 497,903.20 | 385,096.80 | 56.39 |
| | Expense | | | | | |
| 510 | STREETS | | | | | |
| 210-510-6490 | OTHER PROFESSIONAL SERVICES | 22,000.00 | 0.00 | 0.00 | 22,000.00 | 0.00 |
| | PROF AND CONT SVCS | 22,000.00 | 0.00 | 0.00 | 22,000.00 | 0.00 |
| 210-510-6660 | STREETS | 1,844,917.00 | 14,770.00 | 30,745.00 | 1,814,172.00 | 1.67 |
| 210-510-6695 | OTHER CAPITAL OUTLAY | 0.00 | 0.00 | 16,966.87 | -16,966.87 | 0.00 |
| | CAPITAL OUTLAY | 1,844,917.00 | 14,770.00 | 47,711.87 | 1,797,205.13 | 2.59 |
| 510 | STREETS | 1,866,917.00 | 14,770.00 | 47,711.87 | 1,819,205.13 | 2.56 |
| | Expense | 1,866,917.00 | 14,770.00 | 47,711.87 | 1,819,205.13 | 2.56 |
| 210 | MEASURE A FUND | -983,917.00 | 78,176.99 | 450,191.33 | -1,434,108.33 | -45.76 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-----------------------------------|------------------|----------------------|------------------|------------------|-------------------------|
| 220 | AQMD TRUST FUND | | | | | |
| | Revenue | | | | | |
| 220-000-4505 | SCAQMD FEES | 64,000.00 | 0.00 | 19,095.90 | 44,904.10 | 29.84 |
| | INTER-GOVERNMENTAL - STATE | 64,000.00 | 0.00 | 19,095.90 | 44,904.10 | 29.84 |
| 220-000-4600 | INTEREST INCOME | 50.00 | 0.00 | 88.85 | -38.85 | 177.70 |
| | USE OF MONEYPROPERTY | 50.00 | 0.00 | 88.85 | -38.85 | 177.70 |
| | Revenue | 64,050.00 | 0.00 | 19,184.75 | 44,865.25 | 29.95 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 220-100-6428 | MEMBERSHIPS DUES | 0.00 | 0.00 | 6,000.00 | -6,000.00 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 0.00 | 6,000.00 | -6,000.00 | 0.00 |
| 100 | CITY COUNCIL | 0.00 | 0.00 | 6,000.00 | -6,000.00 | 0.00 |
| 250 | PUBLIC INFORMATION OFFICE | | | | | |
| 220-250-6415 | COMMUNITY PROMOTION | 0.00 | 43.60 | 243.60 | -243.60 | 0.00 |
| | MTCE AND OPERATIONS | 0.00 | 43.60 | 243.60 | -243.60 | 0.00 |
| 250 | PUBLIC INFORMATION OFFICE | 0.00 | 43.60 | 243.60 | -243.60 | 0.00 |
| 330 | CODE ENFORCEMENT | | | | | |
| 220-330-6330 | VEHICLE OPERATIONS GAS | 500.00 | 0.00 | 37.48 | 462.52 | 7.50 |
| | MTCE AND OPERATIONS | 500.00 | 0.00 | 37.48 | 462.52 | 7.50 |
| 330 | CODE ENFORCEMENT | 500.00 | 0.00 | 37.48 | 462.52 | 7.50 |
| | Expense | 500.00 | 43.60 | 6,281.08 | -5,781.08 | 1,256.22 |
| 220 | AQMD TRUST FUND | 63,550.00 | -43.60 | 12,903.67 | 50,646.33 | 20.30 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|--------------------------------------|---------------|----------------------|-----------------|------------------|-------------------------|
| 230 | LAW ENFORCEMENT GRANTS | | | | | |
| | Revenue | | | | | |
| 230-000-4570 | GRANT REVENUE | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | INTER-GOVERNMENTAL - COUNTYOT | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | Revenue | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | Expense | | | | | |
| 400 | LAW ENFORCEMENT | | | | | |
| 230-400-6465 | EXTRA DUTY-POLICE | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| 400 | LAW ENFORCEMENT | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| | Expense | 0.00 | 0.00 | 2,742.52 | -2,742.52 | 0.00 |
| 230 | LAW ENFORCEMENT GRANTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|--------------------------------------|-------------------|------------------|-------------------|-------------------|------------------|
| 240 | MISCELLANEOUS GRANTS FUND | | | | | |
| | Revenue | | | | | |
| 240-000-4570 | GRANT REVENUE | 230,250.00 | 0.00 | 18,256.10 | 211,993.90 | 7.93 |
| | INTER-GOVERNMENTAL - COUNTYOT | 230,250.00 | 0.00 | 18,256.10 | 211,993.90 | 7.93 |
| 240-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 21.68 | -21.68 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 21.68 | -21.68 | 0.00 |
| | Revenue | 230,250.00 | 0.00 | 18,277.78 | 211,972.22 | 7.94 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 240-100-6490 | OTHER PROFESSIONAL SERVICES | 0.00 | 3,021.90 | 12,241.07 | -12,241.07 | 0.00 |
| | PROF AND CONT SVCS | 0.00 | 3,021.90 | 12,241.07 | -12,241.07 | 0.00 |
| 100 | CITY COUNCIL | 0.00 | 3,021.90 | 12,241.07 | -12,241.07 | 0.00 |
| 200 | CITY MANAGER | | | | | |
| 240-200-6590 | OTHER PROFESSIONAL SERVICES | 7,455.00 | 0.00 | 7,882.06 | -427.06 | 105.73 |
| | MTCE AND OPERATIONS | 7,455.00 | 0.00 | 7,882.06 | -427.06 | 105.73 |
| 200 | CITY MANAGER | 7,455.00 | 0.00 | 7,882.06 | -427.06 | 105.73 |
| 500 | PUBLIC WORKS | | | | | |
| 240-500-6690 | OTHER INFRASTRUCTURE | 0.00 | 396.25 | 1,148.75 | -1,148.75 | 0.00 |
| | CAPITAL OUTLAY | 0.00 | 396.25 | 1,148.75 | -1,148.75 | 0.00 |
| 500 | PUBLIC WORKS | 0.00 | 396.25 | 1,148.75 | -1,148.75 | 0.00 |
| 510 | STREETS | | | | | |
| 240-510-6660 | STREETS | 230,250.00 | 0.00 | 0.00 | 230,250.00 | 0.00 |
| 240-510-6690 | OTHER INFRASTRUCTURE | 0.00 | 0.00 | 95,367.60 | -95,367.60 | 0.00 |
| | CAPITAL OUTLAY | 230,250.00 | 0.00 | 95,367.60 | 134,882.40 | 41.42 |
| 510 | STREETS | 230,250.00 | 0.00 | 95,367.60 | 134,882.40 | 41.42 |
| | Expense | 237,705.00 | 3,418.15 | 116,639.48 | 121,065.52 | 49.07 |
| 240 | MISCELLANEOUS GRANTS FUND | -7,455.00 | -3,418.15 | -98,361.70 | 90,906.70 | 1,319.41 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|----------------------------------|------------|---------------|------------|------------|------------------|
| 250 | COMMUNITY DEV BLOCK GRANT | | | | | |
| | Revenue | | | | | |
| 250-000-4550 | CDBG GRANT | 338,000.00 | 0.00 | 645.00 | 337,355.00 | 0.19 |
| | INTER-GOVERNMENTAL - COUNTYOT | 338,000.00 | 0.00 | 645.00 | 337,355.00 | 0.19 |
| 250-000-4600 | INTEREST INCOME | 1,014.00 | 0.00 | 0.00 | 1,014.00 | 0.00 |
| | USE OF MONEYPROPERTY | 1,014.00 | 0.00 | 0.00 | 1,014.00 | 0.00 |
| | Revenue | 339,014.00 | 0.00 | 645.00 | 338,369.00 | 0.19 |
| | Expense | | | | | |
| 100 | CITY COUNCIL | | | | | |
| 250-100-6429 | SCHOLARSHIPS | 25,320.00 | 2,440.00 | 2,440.00 | 22,880.00 | 9.64 |
| | PROF AND CONT SVCS | 25,320.00 | 2,440.00 | 2,440.00 | 22,880.00 | 9.64 |
| 100 | CITY COUNCIL | 25,320.00 | 2,440.00 | 2,440.00 | 22,880.00 | 9.64 |
| 510 | STREETS | | | | | |
| 250-510-6660 | STREETS | 312,680.00 | 0.00 | 0.00 | 312,680.00 | 0.00 |
| 250-510-6690 | OTHER INFRASTRUCTURE | 0.00 | 4,180.00 | 33,563.33 | -33,563.33 | 0.00 |
| | CAPITAL OUTLAY | 312,680.00 | 4,180.00 | 33,563.33 | 279,116.67 | 10.73 |
| 510 | STREETS | 312,680.00 | 4,180.00 | 33,563.33 | 279,116.67 | 10.73 |
| | Expense | 338,000.00 | 6,620.00 | 36,003.33 | 301,996.67 | 10.65 |
| 250 | COMMUNITY DEV BLOCK GRANT | 1,014.00 | -6,620.00 | -35,358.33 | 36,372.33 | -3,487.01 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-------------------|----------------------|-------------------|------------------|-------------------------|
| 260 | SUPPLEMENTAL LAW ENFORCEMENT | | | | | |
| | Revenue | | | | | |
| 260-000-4450 | CAL COPS REVENUE | 100,000.00 | 8,333.33 | 41,666.65 | 58,333.35 | 41.67 |
| | INTER-GOVERNMENTAL - STATE | 100,000.00 | 8,333.33 | 41,666.65 | 58,333.35 | 41.67 |
| | Revenue | 100,000.00 | 8,333.33 | 41,666.65 | 58,333.35 | 41.67 |
| | Expense | | | | | |
| 400 | LAW ENFORCEMENT | | | | | |
| 260-400-6452 | POLICE SERVICES | 100,000.00 | 9,160.00 | 100,000.00 | 0.00 | 100.00 |
| | PROF AND CONT SVCS | 100,000.00 | 9,160.00 | 100,000.00 | 0.00 | 100.00 |
| 400 | LAW ENFORCEMENT | 100,000.00 | 9,160.00 | 100,000.00 | 0.00 | 100.00 |
| | Expense | 100,000.00 | 9,160.00 | 100,000.00 | 0.00 | 100.00 |
| 260 | SUPPLEMENTAL LAW ENFORCEMENT | 0.00 | -826.67 | -58,333.35 | 58,333.35 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 300 | LANDSCAPE MTCE DIST-ZONE 10 | | | | | |
| | Revenue | | | | | |
| 300-000-4075 | ASSESSMENTS | 1,757.00 | 0.00 | 756.46 | 1,000.54 | 43.05 |
| | PROPERTY TAX | 1,757.00 | 0.00 | 756.46 | 1,000.54 | 43.05 |
| 300-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 1.20 | -1.20 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 1.20 | -1.20 | 0.00 |
| | Revenue | 1,757.00 | 0.00 | 757.66 | 999.34 | 43.12 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 300-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 300-600-6490 | OTHER PROFESSIONAL SERVICES | 150.00 | 0.00 | 56.83 | 93.17 | 37.89 |
| | PROF AND CONT SVCS | 150.00 | 0.00 | 56.83 | 93.17 | 37.89 |
| 300-600-6372 | UTILITIES - ELECTRIC | 1,608.00 | 47.21 | 711.34 | 896.66 | 44.24 |
| | MTCE AND OPERATIONS | 1,608.00 | 47.21 | 711.34 | 896.66 | 44.24 |
| 600 | LANDSCAPE MAINTENANCE | 1,758.00 | 47.21 | 768.17 | 989.83 | 43.70 |
| | Expense | 1,758.00 | 47.21 | 768.17 | 989.83 | 43.70 |
| 300 | LANDSCAPE MTCE DIST-ZONE 10 | -1.00 | -47.21 | -10.51 | 9.51 | 1,051.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|------------------------------------|-----------------|---------------|---------------|---------------|------------------|
| 310 | LANDSCAPE MTCE DIST-ZONE 33 | | | | | |
| | Revenue | | | | | |
| 310-000-4075 | ASSESSMENTS | 1,011.00 | 0.00 | 460.13 | 550.87 | 45.51 |
| | PROPERTY TAX | 1,011.00 | 0.00 | 460.13 | 550.87 | 45.51 |
| 310-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 0.70 | -0.70 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 0.70 | -0.70 | 0.00 |
| | Revenue | 1,011.00 | 0.00 | 460.83 | 550.17 | 45.58 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 310-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 310-600-6490 | OTHER PROFESSIONAL SERVICES | 54.00 | 0.00 | 20.45 | 33.55 | 37.87 |
| | PROF AND CONT SVCS | 54.00 | 0.00 | 20.45 | 33.55 | 37.87 |
| 310-600-6372 | UTILITIES - ELECTRIC | 957.00 | 62.87 | 442.39 | 514.61 | 46.23 |
| | MTCE AND OPERATIONS | 957.00 | 62.87 | 442.39 | 514.61 | 46.23 |
| 600 | LANDSCAPE MAINTENANCE | 1,011.00 | 62.87 | 462.84 | 548.16 | 45.78 |
| | Expense | 1,011.00 | 62.87 | 462.84 | 548.16 | 45.78 |
| 310 | LANDSCAPE MTCE DIST-ZONE 33 | 0.00 | -62.87 | -2.01 | 2.01 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|----------------|------------------------------------|-------------------|---------------|------------------|-------------------|------------------|
| 320 | LANDSCAPE MTCE DIST-ZONE 41 | | | | | |
| | Revenue | | | | | |
| 320-000-4075 | ASSESSMENTS | 165,118.00 | 0.00 | 81,981.51 | 83,136.49 | 49.65 |
| | PROPERTY TAX | 165,118.00 | 0.00 | 81,981.51 | 83,136.49 | 49.65 |
| 320-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 601.31 | -601.31 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 601.31 | -601.31 | 0.00 |
| | Revenue | 165,118.00 | 0.00 | 82,582.82 | 82,535.18 | 50.01 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 320-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 320-600-6490 | OTHER PROFESSIONAL SERVICES | 11,200.00 | 0.00 | 18,517.85 | -7,317.85 | 165.34 |
| | PROF AND CONT SVCS | 11,200.00 | 0.00 | 18,517.85 | -7,317.85 | 165.34 |
| 320-600-6436 | LANDSCAPE MAINTREPAIR | 153,918.00 | 0.00 | 10,803.55 | 143,114.45 | 7.02 |
| | MTCE AND OPERATIONS | 153,918.00 | 0.00 | 10,803.55 | 143,114.45 | 7.02 |
| 600 | LANDSCAPE MAINTENANCE | 165,118.00 | 0.00 | 29,321.40 | 135,796.60 | 17.76 |
| | Expense | 165,118.00 | 0.00 | 29,321.40 | 135,796.60 | 17.76 |
| 320 | LANDSCAPE MTCE DIST-ZONE 41 | 0.00 | 0.00 | 53,261.42 | -53,261.42 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 330 | LANDSCAPE MTCE DIST-ZONE 79 | | | | | |
| | Revenue | | | | | |
| 330-000-4075 | ASSESSMENTS | 2,441.00 | 0.00 | 965.62 | 1,475.38 | 39.56 |
| | PROPERTY TAX | 2,441.00 | 0.00 | 965.62 | 1,475.38 | 39.56 |
| 330-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 9.67 | -9.67 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 9.67 | -9.67 | 0.00 |
| | Revenue | 2,441.00 | 0.00 | 975.29 | 1,465.71 | 39.95 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 330-600-6436 | LANDSCAPE MAINTREPAIR | 1,333.00 | 0.00 | 152.31 | 1,180.69 | 11.43 |
| 330-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 330-600-6490 | OTHER PROFESSIONAL SERVICES | 1,109.00 | 0.00 | 614.86 | 494.14 | 55.44 |
| | PROF AND CONT SVCS | 2,442.00 | 0.00 | 767.17 | 1,674.83 | 31.42 |
| 600 | LANDSCAPE MAINTENANCE | 2,442.00 | 0.00 | 767.17 | 1,674.83 | 31.42 |
| | Expense | 2,442.00 | 0.00 | 767.17 | 1,674.83 | 31.42 |
| 330 | LANDSCAPE MTCE DIST-ZONE 79 | -1.00 | 0.00 | 208.12 | -209.12 | -20,812.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|-----------------|----------------------|-----------------|-----------------|-------------------------|
| 340 | LANDSCAPE MTCE DIST-ZONE 85 | | | | | |
| | Revenue | | | | | |
| 340-000-4075 | ASSESSMENTS | 2,870.00 | 0.00 | 1,309.47 | 1,560.53 | 45.63 |
| | PROPERTY TAX | 2,870.00 | 0.00 | 1,309.47 | 1,560.53 | 45.63 |
| 340-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 9.53 | -9.53 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 9.53 | -9.53 | 0.00 |
| | Revenue | 2,870.00 | 0.00 | 1,319.00 | 1,551.00 | 45.96 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 340-600-6436 | LANDSCAPE MAINTREPAIR | 2,752.00 | 0.00 | 152.31 | 2,599.69 | 5.53 |
| 340-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 340-600-6490 | OTHER PROFESSIONAL SERVICES | 118.00 | 0.00 | 214.58 | -96.58 | 181.85 |
| | PROF AND CONT SVCS | 2,870.00 | 0.00 | 366.89 | 2,503.11 | 12.78 |
| 600 | LANDSCAPE MAINTENANCE | 2,870.00 | 0.00 | 366.89 | 2,503.11 | 12.78 |
| | Expense | 2,870.00 | 0.00 | 366.89 | 2,503.11 | 12.78 |
| 340 | LANDSCAPE MTCE DIST-ZONE 85 | 0.00 | 0.00 | 952.11 | -952.11 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|------------------|----------------------|------------------|------------------|-------------------------|
| 350 | LANDSCAPE MTCE DIST-ZONE 111 | | | | | |
| | Revenue | | | | | |
| 350-000-4075 | ASSESSMENTS | 20,522.00 | 0.00 | 9,941.13 | 10,580.87 | 48.44 |
| | PROPERTY TAX | 20,522.00 | 0.00 | 9,941.13 | 10,580.87 | 48.44 |
| 350-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 74.02 | -74.02 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 74.02 | -74.02 | 0.00 |
| | Revenue | 20,522.00 | 0.00 | 10,015.15 | 10,506.85 | 48.80 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 350-600-6436 | LANDSCAPE MAINTREPAIR | 19,298.00 | 0.00 | 0.00 | 19,298.00 | 0.00 |
| 350-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 350-600-6490 | OTHER PROFESSIONAL SERVICES | 1,224.00 | 0.00 | 2,798.63 | -1,574.63 | 228.65 |
| | PROF AND CONT SVCS | 20,522.00 | 0.00 | 2,798.63 | 17,723.37 | 13.64 |
| 600 | LANDSCAPE MAINTENANCE | 20,522.00 | 0.00 | 2,798.63 | 17,723.37 | 13.64 |
| | Expense | 20,522.00 | 0.00 | 2,798.63 | 17,723.37 | 13.64 |
| 350 | LANDSCAPE MTCE DIST-ZONE 111 | 0.00 | 0.00 | 7,216.52 | -7,216.52 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|-----------------|-------------------------|
| 360 | LANDSCAPE MTCE DIST-ZONE 115 | | | | | |
| | Revenue | | | | | |
| 360-000-4075 | ASSESSMENTS | 2,677.00 | 0.00 | 1,214.09 | 1,462.91 | 45.35 |
| | PROPERTY TAX | 2,677.00 | 0.00 | 1,214.09 | 1,462.91 | 45.35 |
| 360-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 2.20 | -2.20 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 2.20 | -2.20 | 0.00 |
| | Revenue | 2,677.00 | 0.00 | 1,216.29 | 1,460.71 | 45.43 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 360-600-6436 | LANDSCAPE MAINTREPAIR | 1,853.00 | 0.00 | 0.00 | 1,853.00 | 0.00 |
| 360-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 360-600-6490 | OTHER PROFESSIONAL SERVICES | 824.00 | 0.00 | 451.08 | 372.92 | 54.74 |
| | PROF AND CONT SVCS | 2,677.00 | 0.00 | 451.08 | 2,225.92 | 16.85 |
| 600 | LANDSCAPE MAINTENANCE | 2,677.00 | 0.00 | 451.08 | 2,225.92 | 16.85 |
| | Expense | 2,677.00 | 0.00 | 451.08 | 2,225.92 | 16.85 |
| 360 | LANDSCAPE MTCE DIST-ZONE 115 | 0.00 | 0.00 | 765.21 | -765.21 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|------------------|-------------------------|
| 370 | LANDSCAPE MTCE DIST-ZONE 116 | | | | | |
| | Revenue | | | | | |
| 370-000-4075 | ASSESSMENTS | 6,565.00 | 0.00 | 2,934.76 | 3,630.24 | 44.70 |
| | PROPERTY TAX | 6,565.00 | 0.00 | 2,934.76 | 3,630.24 | 44.70 |
| 370-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 27.43 | -27.43 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 27.43 | -27.43 | 0.00 |
| | Revenue | 6,565.00 | 0.00 | 2,962.19 | 3,602.81 | 45.12 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 370-600-6436 | LANDSCAPE MTCERPAIR | 5,354.00 | 0.00 | 404.49 | 4,949.51 | 7.55 |
| 370-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 370-600-6490 | OTHER PROFESSIONAL SERVICES | 1,211.00 | 0.00 | 711.61 | 499.39 | 58.76 |
| | PROF AND CONT SVCS | 6,565.00 | 0.00 | 1,116.10 | 5,448.90 | 17.00 |
| 600 | LANDSCAPE MAINTENANCE | 6,565.00 | 0.00 | 1,116.10 | 5,448.90 | 17.00 |
| | Expense | 6,565.00 | 0.00 | 1,116.10 | 5,448.90 | 17.00 |
| 370 | LANDSCAPE MTCE DIST-ZONE 116 | 0.00 | 0.00 | 1,846.09 | -1,846.09 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|---------------|-----------------|-------------------------|
| 380 | LANDSCAPE MTCE DIST-ZONE 147 | | | | | |
| | Revenue | | | | | |
| 380-000-4075 | ASSESSMENTS | 1,254.00 | 0.00 | 448.19 | 805.81 | 35.74 |
| | PROPERTY TAX | 1,254.00 | 0.00 | 448.19 | 805.81 | 35.74 |
| 380-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 2.73 | -2.73 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 2.73 | -2.73 | 0.00 |
| | Revenue | 1,254.00 | 0.00 | 450.92 | 803.08 | 35.96 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 380-600-6436 | LANDSCAPE MTCERPAIR | 1,132.00 | 0.00 | 0.00 | 1,132.00 | 0.00 |
| 380-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 380-600-6490 | OTHER PROFESSIONAL SERVICES | 122.00 | 0.00 | 154.14 | -32.14 | 126.34 |
| | PROF AND CONT SVCS | 1,254.00 | 0.00 | 154.14 | 1,099.86 | 12.29 |
| 600 | LANDSCAPE MAINTENANCE | 1,254.00 | 0.00 | 154.14 | 1,099.86 | 12.29 |
| | Expense | 1,254.00 | 0.00 | 154.14 | 1,099.86 | 12.29 |
| 380 | LANDSCAPE MTCE DIST-ZONE 147 | 0.00 | 0.00 | 296.78 | -296.78 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|------------------|-------------------------|
| 390 | LANDSCAPE MTCE DIST-ZONE 151 | | | | | |
| | Revenue | | | | | |
| 390-000-4075 | ASSESSMENTS | 4,587.00 | 0.00 | 5,379.12 | -792.12 | 117.27 |
| | PROPERTY TAX | 4,587.00 | 0.00 | 5,379.12 | -792.12 | 117.27 |
| 390-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 7.89 | -7.89 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 7.89 | -7.89 | 0.00 |
| | Revenue | 4,587.00 | 0.00 | 5,387.01 | -800.01 | 117.44 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 390-600-6436 | LANDSCAPE MAINTREPAIR | 4,466.00 | 0.00 | 0.00 | 4,466.00 | 0.00 |
| 390-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 390-600-6490 | OTHER PROFESSIONAL SERVICES | 121.00 | 0.00 | 68.25 | 52.75 | 56.40 |
| | PROF AND CONT SVCS | 4,587.00 | 0.00 | 68.25 | 4,518.75 | 1.49 |
| 600 | LANDSCAPE MAINTENANCE | 4,587.00 | 0.00 | 68.25 | 4,518.75 | 1.49 |
| | Expense | 4,587.00 | 0.00 | 68.25 | 4,518.75 | 1.49 |
| 390 | LANDSCAPE MTCE DIST-ZONE 151 | 0.00 | 0.00 | 5,318.76 | -5,318.76 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------------|-----------------|----------------------|-----------------|------------------|-------------------------|
| 400 | LANDSCAPE MTCE DIST-ZONE 156 | | | | | |
| | Revenue | | | | | |
| 400-000-4075 | ASSESSMENTS | 3,468.00 | 0.00 | 1,599.90 | 1,868.10 | 46.13 |
| | PROPERTY TAX | 3,468.00 | 0.00 | 1,599.90 | 1,868.10 | 46.13 |
| 400-000-4600 | INTEREST INCOME | 0.00 | 0.00 | 6.96 | -6.96 | 0.00 |
| | USE OF MONEYPROPERTY | 0.00 | 0.00 | 6.96 | -6.96 | 0.00 |
| | Revenue | 3,468.00 | 0.00 | 1,606.86 | 1,861.14 | 46.33 |
| | Expense | | | | | |
| 600 | LANDSCAPE MAINTENANCE | | | | | |
| 400-600-6436 | LANDSCAPE MAINTREPAIR | 3,350.00 | 0.00 | 0.00 | 3,350.00 | 0.00 |
| 400-600-6485 | PROP TAX ADMIN CHARGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 400-600-6490 | OTHER PROFESSIONAL SERVICES | 118.00 | 0.00 | 22.27 | 95.73 | 18.87 |
| | PROF AND CONT SVCS | 3,468.00 | 0.00 | 22.27 | 3,445.73 | 0.64 |
| 600 | LANDSCAPE MAINTENANCE | 3,468.00 | 0.00 | 22.27 | 3,445.73 | 0.64 |
| | Expense | 3,468.00 | 0.00 | 22.27 | 3,445.73 | 0.64 |
| 400 | LANDSCAPE MTCE DIST-ZONE 156 | 0.00 | 0.00 | 1,584.59 | -1,584.59 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|-------------------------------|-------------------|----------------------|-------------------|-------------------|-------------------------|
| 600 | CAPITAL PROJECTS FUND | | | | | |
| | Revenue | | | | | |
| 600-000-4475 | FED SURF TRAN PROG GRANT | 199,000.00 | 0.00 | 0.00 | 199,000.00 | 0.00 |
| | INTER-GOVERNMENTAL - COUNTYOT | 199,000.00 | 0.00 | 0.00 | 199,000.00 | 0.00 |
| | Revenue | 199,000.00 | 0.00 | 0.00 | 199,000.00 | 0.00 |
| | Expense | | | | | |
| 500 | PUBLIC WORKS | | | | | |
| 600-500-6690 | OTHER INFRASTRUCTURE | 0.00 | 0.00 | 10,385.00 | -10,385.00 | 0.00 |
| | CAPITAL OUTLAY | 0.00 | 0.00 | 10,385.00 | -10,385.00 | 0.00 |
| 500 | PUBLIC WORKS | 0.00 | 0.00 | 10,385.00 | -10,385.00 | 0.00 |
| 510 | STREETS | | | | | |
| 600-510-6660 | STREETS | 199,000.00 | 0.00 | -10,920.91 | 209,920.91 | -5.49 |
| | CAPITAL OUTLAY | 199,000.00 | 0.00 | -10,920.91 | 209,920.91 | -5.49 |
| 510 | STREETS | 199,000.00 | 0.00 | -10,920.91 | 209,920.91 | -5.49 |
| | Expense | 199,000.00 | 0.00 | -535.91 | 199,535.91 | -0.27 |
| 600 | CAPITAL PROJECTS FUND | 0.00 | 0.00 | 535.91 | -535.91 | 0.00 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|------------------------------------|---------------------|----------------------|-------------------|-------------------|-------------------------|
| 620 | DEVELOPMENT IMPACT FEE FUND | | | | | |
| | Revenue | | | | | |
| 620-000-4235 | DEVELOPMENT IMPACT FEE | 1,012,700.00 | 33,872.00 | 710,470.23 | 302,229.77 | 70.16 |
| | LICENSES & PERMITS | 1,012,700.00 | 33,872.00 | 710,470.23 | 302,229.77 | 70.16 |
| 620-000-4600 | INTEREST INCOME | 2,000.00 | 0.00 | 2,032.16 | -32.16 | 101.61 |
| | USE OF MONEYPROPERTY | 2,000.00 | 0.00 | 2,032.16 | -32.16 | 101.61 |
| | Revenue | 1,014,700.00 | 33,872.00 | 712,502.39 | 302,197.61 | 70.22 |
| 620 | DEVELOPMENT IMPACT FEE FUND | 1,014,700.00 | 33,872.00 | 712,502.39 | 302,197.61 | 70.22 |

| Account Number | Description | Budget | Current Month | YTD | Variance | % Expend/Collect |
|-----------------------|--------------------|----------------------|----------------------|----------------------|-----------------------|-------------------------|
| Revenue Total | | 19,981,426.00 | 1,990,796.29 | 12,932,882.09 | 7,048,543.91 | 0.65 |
| Expense Total | | 25,025,459.00 | 1,518,420.99 | 7,392,522.61 | 17,632,936.39 | 0.30 |
| Grand Total | | -5,044,033.00 | 472,375.30 | 5,540,359.48 | -10,584,392.48 | -1.10 |



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER

RECOMMENDATION: APPROVE THE PAYMENT OF WARRANTS AS SUBMITTED BY THE FINANCE DEPARTMENT

BACKGROUND:

The attached list of invoices for services performed was reviewed by the Finance Committee on March 19, 2014 and has been recommended for payment.

DISCUSSION:

All of the invoices have been reviewed by the Finance Department for completeness, proper approvals and, if applicable, in accordance with the underlying contracts. All items were properly supported.

FISCAL IMPACT:

Funds are available for the payment of the warrants (check numbers 11927 through 11981 and wire numbers W00224 to W00241) for a total of \$1,282,846,82 and payroll in the amount of \$66,767.21 (paid on 02/14/14 and 2/28/14).

The warrants have been reviewed and approved by the Finance Committee on March 19, 2014.

Ric Welch, Council Member

William Link, Council Member



City of Eastvale

City Council Meeting Agenda

Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

Accounts Payable

Checks by Date - Detail by Check Number

User: jgitmed
 Printed: 3/17/2014 12:36 PM



| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|-----------------------------|---|--|-------------------------|-------------|---|
| 224 | AME001 885536A | AMERICAN FIDELITY ASSURANCE CO FLEX BENE NOV 2013 | 02/28/2014 | | 125.00 |
| Total for Check Number 224: | | | | 0.00 | 125.00 |
| 225 | CAL007 01262014 01262014 01262014 01262014 | CALPERS RETIREMENT RETIRE PR END 2 8 /14 ER RETIRE PR END 2 8 /14 EE RETIRE PR END 2 8 /14 SB RETIRE PR END 2 8 /14 EE BB | 02/28/2014 | | 2,342.98 1,784.07 12.00 339.44 |
| Total for Check Number 225: | | | | 0.00 | 4,478.49 |
| 226 | CAL007 02092014 02092014 02092014 02092014 | CALPERS RETIREMENT RETIRE PR END ER 2 22 /14 RETIRE PR END EE 2 22 /14 RETIRE PR END SB 2 22 /14 RETIRE PR END EE BB 2 22 /14 | 02/28/2014 | | 2,301.21 1,743.37 10.80 339.44 |
| Total for Check Number 226: | | | | 0.00 | 4,394.82 |
| 227 | CBI001 1682289 | CBIZ PAYROLL PR FEES 1/31/14 | 02/28/2014 | | 78.08 |
| Total for Check Number 227: | | | | 0.00 | 78.08 |
| 228 | CBI001 1686891 | CBIZ PAYROLL PR FEES 2/14/14 | 02/28/2014 | | 86.55 |
| Total for Check Number 228: | | | | 0.00 | 86.55 |
| 229 | CBI001 1691327 | CBIZ PAYROLL PR FEES 2/28/14 | 02/28/2014 | | 76.33 |
| Total for Check Number 229: | | | | 0.00 | 76.33 |
| 230 | VSP001 FEB 2014 FEB 2014 FEB 2014 FEB 2014 FEB 2014 | VISION SERVICE PLAN VISION FEB 2014 VISION FEB 2014 VISION FEB 2014 VISION FEB 2014 VISION FEB 2014 | 02/28/2014 | | 18.71 12.90 33.55 33.55 33.55 |
| Total for Check Number 230: | | | | 0.00 | 132.26 |
| 231 | ATI001 06KW4HM 0FGEQHW 0KQ48TG 1E7ZABA 3PSTFV3 50PX1Z1 586PKTP 9F8ZZ6R BVJMZV5 DWMPZPQ KMSSV | ATIRA CREDIT MASTERCARD CALIF ELECT CODE POSTAGE FEB 2014 FLAG DISPLAY CASE HR HANDBOOKS 2014 POSTAGE HR TRAINING WEBSITE DOMAIN 8' LADDER IEDC 1/30-1/31 M. NISSEN CSMFO MEMBERSHIP ZEPEDA THOMAS GUIDE 2014 | 03/26/2014 | | 44.29 15.99 41.98 146.81 200.00 298.00 2.99 95.04 575.00 110.00 26.49 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|-------------------------|-------------------------------------|-------------------------|-------------|--------------|
| | LH2WYPZ | CACEO MEMBERSHIP ENGELKING/EVANS | | | 150.00 |
| | P5J18GG | SHOP EASTVALE | | | 99.82 |
| | P7ZDRTK | PHONE HEADSETS | | | 1,381.10 |
| | PQMEX9V | 2014 FED GRANTS & LOAN | | | 74.90 |
| | SSM5M5R | ID CARDS | | | 310.72 |
| | SSMBRH5 | ID CARDS | | | 15.34 |
| | WK0ZKH | SIGN HOLDER SHOP EASTVALE | | | 217.03 |
| | | Total for Check Number 231: | | 0.00 | 3,805.50 |
| 232 | CAL006 | CALPERS HEALTH | 03/26/2014 | | |
| | 1344 | HEALTH INS MAR 2014 | | | 2,479.10 |
| | 1344 | HEALTH INS MAR 2014 | | | 3,904.60 |
| | 1344 | HEALTH INS MAR 2014 | | | 1,413.30 |
| | 1344 | HEALTH INS MAR 2014 | | | 545.00 |
| | 1344 | HEALTH INS MAR 2014 | | | 543.58 |
| | | Total for Check Number 232: | | 0.00 | 8,885.58 |
| 233 | CBI001 | CBIZ PAYROLL | 03/26/2014 | | |
| | 1695677 | PR FEES 3/14/14 | | | 85.03 |
| | | Total for Check Number 233: | | 0.00 | 85.03 |
| 234 | PRJ001 | PLIC SBD GRAND ISLAND PRINCIPAL FIN | 03/26/2014 | | |
| | MAR 2014 | DENTAL MAR 2014 | | | 86.73 |
| | MAR 2014 | DENTAL MAR 2014 | | | 43.09 |
| | MAR 2014 | DENTAL MAR 2014 | | | 367.24 |
| | MAR 2014 | DENTAL MAR 2014 | | | 151.79 |
| | MAR 2014 | DENTAL MAR 2014 | | | 194.88 |
| | | Total for Check Number 234: | | 0.00 | 843.73 |
| 235 | SCE001 | SOUTHERN CALIFORNIA EDISON | 03/26/2014 | | |
| | X00915 | ELECT 1/29-2/28/14 | | | 361.31 |
| | | Total for Check Number 235: | | 0.00 | 361.31 |
| 236 | SCE001 | SOUTHERN CALIFORNIA EDISON | 03/26/2014 | | |
| | X00916 | ELECT JAN-FEB 2014 | | | 125.74 |
| | X00916 | ELECT JAN-FEB 2014 | | | 47.21 |
| | X00916 | ELECT JAN-FEB 2014 | | | 62.87 |
| | | Total for Check Number 236: | | 0.00 | 235.82 |
| 237 | SCE001 | SOUTHERN CALIFORNIA EDISON | 03/26/2014 | | |
| | X00920 | ELECT SIGNALS/STR LIGHTS JAN-FEB 14 | | | 7,490.26 |
| | | Total for Check Number 237: | | 0.00 | 7,490.26 |
| 238 | STA003 | STATE COMPENSATION INSURANCE FUI | 03/26/2014 | | |
| | MAR2014 | WORKERS COMP MAR 2014 | | | 1,136.50 |
| | | Total for Check Number 238: | | 0.00 | 1,136.50 |
| 239 | TEL001 | TELE PACIFIC COMMUNICATIONS | 03/26/2014 | | |
| | 53815374 | TELEPHONE FEB 2014 | | | 678.00 |
| | | Total for Check Number 239: | | 0.00 | 678.00 |
| 240 | VER001 | VERIZON WIRELESS | 03/26/2014 | | |
| | 9720290459 | CELL PHONES 2/19-3/18 | | | 125.16 |
| | | Total for Check Number 240: | | 0.00 | 125.16 |
| 241 | VSP001 | VISION SERVICE PLAN | 03/26/2014 | | |
| | MAR 2013 | VISION MAR 2014 | | | 18.71 |
| | MAR 2013 | VISION MAR 2014 | | | 25.80 |
| | MAR 2013 | VISION MAR 2014 | | | 33.55 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|--|--|-------------------------------|-------------|-------------------------------------|
| | MAR 2013 | VISION MAR 2014 | | | 33.55 |
| | MAR 2013 | VISION MAR 2014 | | | 33.55 |
| | | | Total for Check Number 241: | 0.00 | 145.16 |
| 11927 | CIT004 INV 0202 | CITY SOURCED CITY SOURCED PLATFORM | 02/18/2014 | | 5,000.00 |
| | | | Total for Check Number 11927: | 0.00 | 5,000.00 |
| 11928 | MET002 X00899 X00899 | METLIFE DEF COMP DEC PR PD 1/3/14 DEF COMP DEC PR PD 1/17/14 | 02/27/2014 | | 785.00 785.00 |
| | | | Total for Check Number 11928: | 0.00 | 1,570.00 |
| 11929 | MET002 X00900 X00900 X00900 | METLIFE DEF COMP DEC PR PD 1/31/14 DEF COMP DEC PR PD 2/14/14 DEF COMP DEC PR PD 2/28/14 | 02/27/2014 | | 785.00 785.00 785.00 |
| | | | Total for Check Number 11929: | 0.00 | 2,355.00 |
| 11930 | WRC001 X00903 | WESTERN RIVERSIDE COUNCIL OF GOV TUMF FEB 2014 | 03/11/2014 | | 141,968.00 |
| | | | Total for Check Number 11930: | 0.00 | 141,968.00 |
| 11931 | WRR001 X00902 | WESTERN RIVERSIDE REGIONAL CONSE MSHCP FEB 2014 | 03/11/2014 | | 31,008.00 |
| | | | Total for Check Number 11931: | 0.00 | 31,008.00 |
| 11932 | ALB001 140459 140460 | ALBERT A. WEBB ASSOCIATES PN 11-0271 EV COMM EIR FEB 2014 PN 11-0271 EV COMM REIM EXP FEB 2014 | 03/26/2014 | | 8,283.75 450.62 |
| | | | Total for Check Number 11932: | 0.00 | 8,734.37 |
| 11933 | ALL004 X00912 | DAVID ALLIS P S COMM MTG 2/25/14 | 03/26/2014 | | 50.00 |
| | | | Total for Check Number 11933: | 0.00 | 50.00 |
| 11934 | AME001 B113883 B113883 B113883 | AMERICAN FIDELITY ASSURANCE CO LIFE/CANCER/ACCIDENT PREM MAR 2014 LIFE/CANCER/ACCIDENT PREM MAR 2014 LIFE/CANCER/ACCIDENT PREM MAR 2014 | 03/26/2014 | | 110.40 59.90 50.58 |
| | | | Total for Check Number 11934: | 0.00 | 220.88 |
| 11935 | AME002 64348 64365 64366 64433 | AMERICAN FORENSIC NURSES BLOOD DRAW 1/15/14 BLOOD DRAW 1/15/14 BLOOD DRAW 1/15/14 BLOOD DRAW 1/31/14 | 03/26/2014 | | 40.00 123.24 300.00 280.00 |
| | | | Total for Check Number 11935: | 0.00 | 743.24 |
| 11936 | AME004 7265 | AMERICAN PRINTING AND PROMOTION SHOP EASTVALE SHOP CARDS | 03/26/2014 | | 45.72 |
| | | | Total for Check Number 11936: | 0.00 | 45.72 |
| 11937 | BIO001 28267 28268 | BIO-TOX LABORATORIES BLOOD DRAW 1/17/14 BLOOD DRAW 1/10/14 | 03/26/2014 | | 897.40 767.00 |
| | | | Total for Check Number 11937: | 0.00 | 1,664.40 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|-------------------------|----------------------------------|-------------------------|-------------|--------------|
| 11938 | CAS001 | CASH | 03/26/2014 | | |
| | X00917 | CNCL MTG SUPPLIES | | | 16.73 |
| | X00917 | CONF ADV DE GRANDPRE | | | 100.00 |
| | X00917 | MISC SUPPLIES | | | 50.31 |
| | X00917 | PRISM MOUNT-SHERIFF EQUIP | | | 62.64 |
| | X00917 | SBDC SEMINAR | | | 30.00 |
| | X00917 | CERT MAIL 1099 | | | 3.79 |
| | X00917 | LIGHT BULBS | | | 18.06 |
| | X00917 | PLYWOOD | | | 15.52 |
| | X00917 | KEY | | | 6.59 |
| | X00917 | CERT MAIL | | | 6.00 |
| | X00917 | POSTAGE BR RENEWAL | | | 196.00 |
| | X00917 | CAR WASH | | | 6.00 |
| | X00917 | KEY | | | 4.04 |
| | X00917 | SHIPPING MATERIAL | | | 18.61 |
| | X00917 | BRACKETS | | | 9.67 |
| | X00917 | NOE - FISH & GAME | | | 50.00 |
| | | Total for Check Number 11938: | | 0.00 | 593.96 |
| 11939 | CAV001 | CAVANAUGH LAW GROUP | 03/26/2014 | | |
| | 3131 | PN 11-0271 LEGAL SVCS | | | 1,824.00 |
| | 3131 | PN 11-0354 LEGAL SVCS | | | 205.20 |
| | 3131 | PN 10-0119 LEGAL SVCS | | | 114.00 |
| | 3131 | PN 13-3237 LEGAL SVCS | | | 114.00 |
| | 3131 | PN 12-0750 LEGAL SVCS | | | 934.80 |
| | 3131 | PN 14-0046 LEGAL SVCS | | | 68.40 |
| | 3131 | PN 13-0934 LEGAL SVCS | | | 68.40 |
| | 3131 | PN 13-0935 LEGAL SVCS | | | 1,550.40 |
| | 3430 | LEGAL SVCS FEB 2014 | | | 11,904.00 |
| | | Total for Check Number 11939: | | 0.00 | 16,783.20 |
| 11940 | CHA001 | DARYL CHARLSON | 03/26/2014 | | |
| | X00910 | PLNG COMM MTG 2/19 & 2/26/14 | | | 100.00 |
| | | Total for Check Number 11940: | | 0.00 | 100.00 |
| 11941 | COR001 | CORONA-NORCO UNIFIED SCHOOL DIST | 03/26/2014 | | |
| | 140603 | XNG GUARD 1/5/14-1/18/14 | | | 703.00 |
| | | Total for Check Number 11941: | | 0.00 | 703.00 |
| 11942 | COV001 | COVERALL | 03/26/2014 | | |
| | 1260133089 | JANITORIAL MAR 2014 | | | 210.00 |
| | | Total for Check Number 11942: | | 0.00 | 210.00 |
| 11943 | CRU001 | MELONEE CRUZ | 03/26/2014 | | |
| | X00914 | P S COMM MEETING 1/28 & 2/25/14 | | | 100.00 |
| | | Total for Check Number 11943: | | 0.00 | 100.00 |
| 11944 | DOJ001 | DEPARTMENT OF JUSTICE | 03/26/2014 | | |
| | 019635 | BLOOD ALCOHOL JAN 2014 | | | 70.00 |
| | | Total for Check Number 11944: | | 0.00 | 70.00 |
| 11945 | ECO001 | ECONOMICS | 03/26/2014 | | |
| | 10 | CONT SVCS CAL RECYCLE GRANT | | | 2,836.67 |
| | | Total for Check Number 11945: | | 0.00 | 2,836.67 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|-------------------------------|-------------------------|--|-------------------------|-------------|--------------|
| 11946 | FRE001 | FRED PRYOR SEMINARS | 03/26/2014 | | |
| | 1772989 | HR/PR GUIDES | | | 1,106.95 |
| | 1773044 | TRNG REWARDS MBRSH | | | 199.00 |
| | 1773045 | TRNG REWARDS MBRSH | | | 199.00 |
| Total for Check Number 11946: | | | | 0.00 | 1,504.95 |
| 11947 | HSW001 | H.S. WINDOW CLEANING, INC. | 03/26/2014 | | |
| | X00905 | WINDOW CLEANING | | | 25.00 |
| Total for Check Number 11947: | | | | 0.00 | 25.00 |
| 11948 | HDL001 | HINDERLITER DELLAMAS & ASSOCIATE | 03/26/2014 | | |
| | 21765-IN | SALES TAX SVCS 1ST QTR | | | 975.00 |
| | 21765-IN | SALES TAX AUDIT 3RD QTR | | | 43,627.33 |
| Total for Check Number 11948: | | | | 0.00 | 44,602.33 |
| 11949 | INT004 | INTERWEST CONSULTING GROUP | 03/26/2014 | | |
| | 17018-FEB | GEN CITY ADMIN FEB 14 | | | 851.25 |
| | 17018-FEB | BLDG & SFTY FIX FEE PERMITS FEB 14 | | | 30,601.25 |
| | 17018-FEB | STORM WATER MGMNT FEB 14 | | | 1,148.75 |
| | 17018-FEB | LEAL SPECIFIC PLAN FEB 14 | | | 120.00 |
| | 17018-FEB | PN 11-0271 EASTVALE GOODMAN COMMERC | | | 1,012.50 |
| | 17018-FEB | PN 11-0335 KB HMS TR 30480-0/-1/-2/-3/-4 - WIL | | | 250.00 |
| | 17018-FEB | PN 11-0354 ARCO - PLNG APP SUBMITTAL | | | 60.00 |
| | 17018-FEB | PN 11-0366 EASTVALE SAN ANTONIO MEDIC, | | | 700.00 |
| | 17018-FEB | PN 11-0558 TR 36423 - D R HORTON (PAR - 631 | | | 10,272.50 |
| | 17018-FEB | PN 11-0558 TUP - TR 36423 - MODEL COMPLE> | | | 210.00 |
| | 17018-FEB | PN 11-0588 246 SF GARAGE CONV - 6177 RISIN | | | 200.00 |
| | 17018-FEB | PN 11-0644 TR 28943-1 - CLOVERDALE DEPOS | | | 50.00 |
| | 17018-FEB | PN 11-0645 TR 28946-2 - CLOVERDALE DEPOS | | | 50.00 |
| | 17018-FEB | PN 12-0001 TR 31492 - LAUREL/NOBLE DR HO | | | 4,482.50 |
| | 17018-FEB | PN 12-0051 PRE-APP - SE LIMONITE/ARCHIBA | | | 75.00 |
| | 17018-FEB | PN 12-0275 LENNAR HOMES - PRE APP FOR SF | | | 12,040.00 |
| | 17018-FEB | PN 12-0297 TR 29997 TTM HELLMAN & CHANI | | | 437.50 |
| | 17018-FEB | PN 12-0321 CAL MOLD EXPANSION @ ULEFF | | | 250.00 |
| | 17018-FEB | PN 12-0330 TR 36382 LLA - 13300 CITRUS ST - / | | | 52.50 |
| | 17018-FEB | PN 12-0545 TR 31476 FOREMOST COMMUNITI | | | 250.00 |
| | 17018-FEB | PN 12-0679 TR 31476 - PLOT PLAN - SFD (63) - I | | | 6,788.75 |
| | 17018-FEB | PN 12-0711 TR 31309 - BOND EXONERATION - | | | 50.00 |
| | 17018-FEB | PN 12-0750 PRE-APP - 14 INDUSTRIAL BUILDIN | | | 1,062.50 |
| | 17018-FEB | PN 12-8043 EP - WALTERLINE INSTALL- HAMI | | | 287.50 |
| | 17018-FEB | PN 13-0120 MDP - MOD TO STARBUCKS @ MA | | | 125.00 |
| | 17018-FEB | PN 13-0274 MDR - 13200 CITRUS ST - MARY'S I | | | 892.50 |
| | 17018-FEB | PN 13-0395 TR 34014 - VAN DAELE ENTITLEM | | | 8,327.50 |
| | 17018-FEB | PN 13-0395 MDP - TR 34014 REC BLDG 1 & 2 - C | | | 625.00 |
| | 17018-FEB | PN 13-0471 NCOM SHELL BLDG -14268 SCHLE | | | 973.75 |
| | 17018-FEB | PN 13-0541 NCOM - 14232 SCHLEISMAN - MAR | | | 300.00 |
| | 17018-FEB | PN 13-0562 OUTDOOR STRUCTURES-12850 JEI | | | 192.50 |
| | 17018-FEB | PN 13-0588 P.GRADE - PH 5 - MKTPLACE @ EN | | | 200.00 |
| | 17018-FEB | PN 13-0589 P.GRADE - PH 4 - MKTPLACE @ EN | | | 125.00 |
| | 17018-FEB | PN 13-0689 NCOM - 12442 LIMONITE AVE - SA | | | 540.00 |
| | 17018-FEB | PN 13-0748 SHOP 1 - 14244 SCHLEISMAN - THE | | | 800.00 |
| | 17018-FEB | PN 13-0780 T1 - 12768 LIMONITE STE 101 - PON | | | 110.00 |
| | 17018-FEB | PN 13-0895 T1 - 12571 LIMONITE #255 - LEWIS I | | | 37.50 |
| | 17018-FEB | PN 13-0897 RM ADD - 5865 LARRY DEAN - GAI | | | 135.00 |
| | 17018-FEB | PN 13-0903 T1 - 14268 SCHLIESMAN AVE - STA | | | 307.50 |
| | 17018-FEB | PN 13-0920 COMM'L REROOF - 4740 HAMNER | | | 262.50 |
| | 17018-FEB | PN 13-1582 ELEC - 4100 HAMNER - WAL-MAR | | | 210.00 |
| | 17018-FEB | PN 13-1689 EP - TCP FOR WATERLINE 12442 LI | | | 1,900.00 |
| | 17018-FEB | PN 13-1694 T1 - 12571 LIMONITE #250 - CPR - C | | | 112.50 |
| | 17018-FEB | PN 13-1790 PATIO ENCLOSURE - 6730 RAMBLI | | | 157.50 |
| | 17018-FEB | PN 13-1792 PRE-APP - THE RANCH AT EASTV/ | | | 702.50 |
| | 17018-FEB | PN 13-1803 DECK/PATIO ENCLOSURE - 6648 R | | | 17.50 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|-----------|---|--|-------------------------------|-------------|--------------------------------|
| 17018-FEB | | PN 13-1824 TI - 3215 CORRIDOR DR - (INCLUDI | | | 450.00 |
| 17018-FEB | | PN 13-3237 EP - TR 29677 - BOND EXONERATI | | | 150.00 |
| 17018-FEB | | PN 13-3238 EP -TR 31405 - BOND EXONERATIC | | | 150.00 |
| 17018-FEB | | PN 13-8014 EP - TRAFFIC CONTROL BARRELS | | | 50.00 |
| 17018-FEB | | PN 13-8044 EP - INSTALL NEW AREA B TRUNK | | | 2,165.00 |
| 17018-FEB | | PN 13-8063 EP - R GRADE - AUTO ZONE - MKT | | | 240.00 |
| 17018-FEB | | PN 13-8070 EP - GRADING PERMIT FOR TR 304 | | | 700.00 |
| 17018-FEB | | PN 13-8074 EP - GRADING - THE MARKETPLAC | | | 720.00 |
| 17018-FEB | | PN 14-0037 T1 - 12303 LIMONITE #700 - SNOW | | | 517.50 |
| 17018-FEB | | PN 14-0046 MDR - TTM 36696 - CONDO'S - EAS | | | 450.00 |
| 17018-FEB | | PN 14-0054 COMM'L MECH - 12285 LIMONITE - | | | 107.50 |
| 17018-FEB | | PN 14-0054 ELEC - 12285 LIMONITE - EDWAR | | | 37.50 |
| 17018-FEB | | PN 14-0061 T1 - 7084 ARCHIBALD #103 - BOBA | | | 1,247.50 |
| 17018-FEB | | PN 14-0083 EP - DEPOSIT ACCT - 6905 HARRIS | | | 150.00 |
| 17018-FEB | | PN 14-0201 ACCESSORY STRUCTURE - 7520 S | | | 35.00 |
| 17018-FEB | | PN 14-0213 EP - 8300 FIELDMASTER ST - YORE | | | 250.00 |
| 17018-FEB | | PN 14-0257 ENG PATIO - 12397 MEADOWVALE | | | 35.00 |
| 17018-FEB | | PN 14-0282 PATIO ENCLOSURE - 5715 PETER V | | | 52.50 |
| 17018-FEB | | PN 14-0306 ENG PATIO - 7212 CARI CT - RICH | | | 52.50 |
| 17018-FEB | | PN 14-0345 RACKING - 3215 CORRIDOR - PAN | | | 135.00 |
| 17018-FEB | | PN 14-0373 RM ADD/GAR CONV - 6078 CRIPPL | | | 70.00 |
| 17018-FEB | | PN 14-0460 REMODEL BATH - 12658 DUTCH C | | | 85.00 |
| 17018-FEB | | PUBLIC WORKS ADMIN | | | 14,573.75 |
| 17018-FEB | | TRAFFIC INVESTIGATION | | | 7,475.00 |
| 17018-FEB | | CIP - ARCHIBALD SLURRY SEAL PROJECT (RI | | | 2,400.00 |
| 17018-FEB | | CIP - RESIDENTIAL SLURRY SEAL PROJECT F | | | 1,185.00 |
| 17018-FEB | | CIP - SR2S/SB821 ORANGE STREET SIDEWALK | | | 570.00 |
| 17018-FEB | | CIP - SCHLEISMAN REHAB (SUMNER AVE TO | | | 2,135.00 |
| 17018-FEB | | PN 10-0001 PULTE HOMES TRACK 31252 + 312 | | | 425.00 |
| 17018-FEB | | PN 10-0015 MBK HOMES TR 30896 | | | 170.00 |
| 17018-FEB | | PN 10-0016 TR 30971 KB HOMES - ENCLAVE | | | 10,227.50 |
| 17018-FEB | | PN 10-0048 TR 31826 - SHEA HOMES (HELLM | | | 2,155.00 |
| 17018-FEB | | PN 10-0058 NEW HOPE CHRISTIAN CHURCH | | | 603.75 |
| 17018-FEB | | PN 10-0119 LENNAR - TR 30913-1 - LAUREL CR | | | 587.50 |
| 17018-FEB | | PN 10-0121 DR HORTON TR 32491 - THE SEDO | | | 25.00 |
| 17018-FEB | | PN 10-0124 TR 32821 - THE LODGE - KB HOME | | | 8,482.50 |
| 17018-FEB | | PN 10-0140 TR 31406 - MERITAGE HOMES - RI | | | 2,552.50 |
| | | | Total for Check Number 11949: | 0.00 | 149,773.75 |
| 11950 | JIM001 3836 | JIMS LOCK AND KEY LOCK SVC - 3/5/14 | 03/26/2014 | | 75.00 |
| | | | Total for Check Number 11950: | 0.00 | 75.00 |
| 11951 | JOE001 24257 | JOE A. GONSALVES & SON LEG ADV SVC MAR 2014 | 03/26/2014 | | 3,000.00 |
| | | | Total for Check Number 11951: | 0.00 | 3,000.00 |
| 11952 | JOH002 X00915 | ROBERT JOHNSON P S COMM MEETINGS 1/28 & 2/25/14 | 03/26/2014 | | 100.00 |
| | | | Total for Check Number 11952: | 0.00 | 100.00 |
| 11953 | K&A001 301.412 301.412 301.412 | K&A ENGINEERING INC DES/ENG SVCS WALTERS STREET DES/ENG SVCS ARCH AT CHANDLER DES/ENG SVCS CHANDLER ARCH TO HELLM | 03/26/2014 | | 2,671.30 834.78 4,173.92 |
| | | | Total for Check Number 11953: | 0.00 | 7,680.00 |
| 11954 | KCC001 030314D-9484 | KC COMMUNICATIONS/KCCI PHONE SVC - REPROGRAMMING | 03/26/2014 | | 145.00 |
| | | | Total for Check Number 11954: | 0.00 | 145.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|------------------------------|---|-------------------------------|-------------|--------------------|
| 11955 | KIL001 X00911 | KRIS KILTZ P S COMM MTG 1/28 & 2/25/14 | 03/26/2014 | | 100.00 |
| | | | Total for Check Number 11955: | 0.00 | 100.00 |
| 11956 | LEE001 26334 | LEE & STIRES 91002 ORANGE ST RETENTION | 03/26/2014 | | 4,768.38 |
| | | | Total for Check Number 11956: | 0.00 | 4,768.38 |
| 11957 | LEW002 89254 | LEWIS OPERATING CORP LEASE MAR 2014 | 03/26/2014 | | 6,384.80 |
| | | | Total for Check Number 11957: | 0.00 | 6,384.80 |
| 11958 | MED001 X00913 | ROB MEDRANO P S COMM MTG 1/28/14 | 03/26/2014 | | 50.00 |
| | | | Total for Check Number 11958: | 0.00 | 50.00 |
| 11959 | MIC001 C100061VUN | MICROSOFT CORPORATION ONLINE SVCS MAR 2014 | 03/26/2014 | | 216.00 |
| | | | Total for Check Number 11959: | 0.00 | 216.00 |
| 11960 | NAT003 EVM10-A EVM10-A | NATIONWIDE COST RECOVERY SERVICE FPR FEB 2014 FPR - REIM MAIL COSTS | 03/26/2014 | | 5,470.00 953.00 |
| | | | Total for Check Number 11960: | 0.00 | 6,423.00 |
| 11961 | OBL001 X00909 | LARRY OBLEA PLNG COMM MTG 2/19, 2/26 & 3/5/14 | 03/26/2014 | | 150.00 |
| | | | Total for Check Number 11961: | 0.00 | 150.00 |
| 11962 | PAT001 X00908 | KAREN PATEL PLNG COMM MTG 2/19, 2/26 & 3/5/14 | 03/26/2014 | | 150.00 |
| | | | Total for Check Number 11962: | 0.00 | 150.00 |
| 11963 | PLA001 39808 | PLANBAGS.COM PLAN BAGS | 03/26/2014 | | 180.37 |
| | | | Total for Check Number 11963: | 0.00 | 180.37 |
| 11964 | PMC001 | PMC | 03/26/2014 | | |
| | 39639 | PUBLIC ASST FEB 14 | | | 5,628.75 |
| | 39639 | DEPT MGMNT FEB 14 | | | 2,430.00 |
| | 39639 | DEPT STAFF MTGS FEB 14 | | | 748.75 |
| | 39639 | ADMIN FEB 14 | | | 695.00 |
| | 39639 | COORD W/OTHER AGENCIES FEB 14 | | | 298.75 |
| | 39639 | PLNG COMM ASST FEB 14 | | | 215.00 |
| | 39639 | EXPENSES FEB 14 | | | 83.07 |
| | 39639 | BLDG PERMIT REVIEW FEB 14 | | | 1,000.00 |
| | 39639 | BUS LICENSE REVIEW FEB 14 | | | 100.00 |
| | 39640 | PN 10-0001 LENNAR/PULTE TRACT 31252 | | | 720.00 |
| | 39640 | PN 10-0016 TR 30971 KB HOMES - ENCLAVE | | | 1,211.25 |
| | 39640 | PN 10-0028 MERITAGE HOMES TRACT 31476 F | | | 80.00 |
| | 39640 | PN 10-0041 STANDARD PACIFIC HOMES TRAC | | | 20.00 |
| | 39640 | PN 10-0121 DR HORTON TM 32491 | | | 40.00 |
| | 39640 | PN 10-0124 CLEVELAND SQUARE - KB HOME | | | 2,712.50 |
| | 39640 | PN 10-0140 TR 31406 - MERITAGE HOMES - RI | | | 60.00 |
| | 39640 | PN 11-0271 LEWIS EASTVALE COMMERCE CE | | | 16,331.84 |
| | 39640 | PN 11-0354 ARCO GAS STATION | | | 710.00 |
| | 39640 | PN 11-0366 STRATEGIC PROPERTIES MEDICA | | | 19.99 |
| | 39640 | PN 11-0558 RICHLAND COMMUNITIES PRD & | | | 1,529.40 |
| | 39640 | PN 12-0001 D.R. HORTON RIVERGLEN TRACT | | | 620.00 |
| | 39640 | PN 12-0051 WAL-MART SEC LIMONITE/ARCHI | | | 245.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|--|---|-------------------------|-------------|--|
| | 39640 | PN 12-0275 LENNAR PAR FOR TRACTS 36382 & | | | 2,977.50 |
| | 39640 | PN 12-0572 AT&T MONOPINE | | | 26.25 |
| | 39640 | PN 12-0679 BEAZER HOMES AT HELLMAN AN | | | 80.00 |
| | 39640 | PN 12-0750 PAR FOR BIRCHER INDUSTRIAL P, | | | 10,015.00 |
| | 39640 | PN 13-0395 VAN DEALE - TM 34014 | | | 5,123.74 |
| | 39640 | PN 13-0424 PLAN CHECK FOR AUTOZONE | | | 230.00 |
| | 39640 | PN 13-0632 STRATHAM HOMES | | | 83.75 |
| | 39640 | PN 13-0934 KIMLEY-HORNE LLA AT LIMONIT | | | 40.00 |
| | 39640 | PN 13-1592 ZONING CODE AMENDMENT FOR | | | 135.00 |
| | 39640 | PN 13-1789 ATT AT CEDAR CREEK PARK | | | 120.00 |
| | 39640 | PN 13-1792 THE RANCH | | | 1,416.10 |
| | 39640 | PN 13-3174 GATEWAY NORTH SIGN PROGRAI | | | 60.00 |
| | 39640 | PN 14-0032 TIOS RESTAURANT ALCOHOL SAI | | | 536.30 |
| | 39640 | PN 14-0046 KASENBERGEN MAJOR DEVELOP | | | 2,803.41 |
| | 39640 | PN 14-0081 LARGE FAMILY DAYCARE - ITSY I | | | 40.00 |
| | 39640 | PN 14-0142 TEP FOR EASTVALE LITTLE LEAG | | | 401.25 |
| | 39641 | DESIGN GUIDELINES FEB 14 | | | 1,863.75 |
| | 39641 | MISC CITY MGR REQUESTS FEB 14 | | | 1,122.50 |
| | 39642 | LEAL PROPERTY SPECIFIC PLAN | | | 10,799.45 |
| | | Total for Check Number 11964: | | 0.00 | 73,373.30 |
| 11965 | RAI001 X00904 | RAIDEX PEST SVCS FEB 2014 | 03/26/2014 | | 70.00 |
| | | Total for Check Number 11965: | | 0.00 | 70.00 |
| 11966 | RCA002 AN0000000258 AN0000000258 AN0000000258 AN0000000258 | RIVERSIDE COUNTY DEPT OF ANIMAL SHELTER SVCS FEB 2014 FIELD SVCS FEB 2014 LICENSE SVCS FEB 2014 LICENSE REVENUE FEB 2014 | 03/26/2014 | | 5,933.50 6,440.75 7,547.77 -18,267.00 |
| | | Total for Check Number 11966: | | 0.00 | 1,655.02 |
| 11967 | RCF001 6911 | RIVERSIDE COUNTY ECONOMIC DEVELOPMENT REAL ESTATE SVCS FS#2 DEC-JAN 2014 | 03/26/2014 | | 900.69 |
| | | Total for Check Number 11967: | | 0.00 | 900.69 |
| 11968 | RCF003 231784 | RIVERSIDE COUNTY FIRE DEPARTMENT FIRE SVCS OCT-DEC 2013 | 03/26/2014 | | 696,187.05 |
| | | Total for Check Number 11968: | | 0.00 | 696,187.05 |
| 11969 | RCF004 14209 | RIVERSIDE COUNTY FLOOD CONTROL FY 13/14 MS4 COST SHARING | 03/26/2014 | | 6,708.71 |
| | | Total for Check Number 11969: | | 0.00 | 6,708.71 |
| 11970 | RCT001 10331 10331 | RIVERSIDE COUNTY TLMA ADMINISTRATION STREET MTCE JAN 2014 SIGNAL MTCE JAN 2014 | 03/26/2014 | | 11,618.29 11,343.23 |
| | | Total for Check Number 11970: | | 0.00 | 22,961.52 |
| 11971 | ROG001 40561 | ROGERS ANDERSON MALODY & SCOTT ACCTG SVCS JAN 2014 | 03/26/2014 | | 768.00 |
| | | Total for Check Number 11971: | | 0.00 | 768.00 |
| 11972 | ROS001 COE-31314 | MATTHEW ROSSMAN PLUMBING SVCS 3/13/14 | 03/26/2014 | | 85.00 |
| | | Total for Check Number 11972: | | 0.00 | 85.00 |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|-------------------------|---|-------------------------|-------------|--------------|
| 11973 | STA001 | STAPLES ADVANTAGE | 03/26/2014 | | |
| | 8028623289 | 1099 FORMS/ENVELOPES | | | 30.22 |
| | 8028623289 | DATE STAMP | | | 56.52 |
| | 8028623289 | PRINTER INK | | | 62.60 |
| | 8028623289 | POWER STRIPS/SURGE PROTECTORS | | | 20.22 |
| | 8028623289 | MESSAGE BOOKS | | | 12.40 |
| | 8028623289 | MISC OFFICE SUPPLIES | | | 5.93 |
| | 8028623289 | PAPER | | | 82.77 |
| | 8028623289 | REFUND 1099 FORMS/ENVELOPES | | | -46.43 |
| | 8028726733 | ERG COPY HOLDERS | | | 101.06 |
| | 8028726733 | WIRELESS KEYBOARD/MOUSE | | | 76.67 |
| | 8028726733 | MISC OFFICE SUPPLIES | | | 6.96 |
| | 8028726733 | MISC OFFICE SUPPLIES | | | 27.79 |
| | 8028726733 | MISC OFFICE SUPPLIES | | | 28.95 |
| | 8028726733 | CERTIFICATE PAPER | | | 114.37 |
| | 8028726733 | MISC OFFICE SUPPLIES | | | 4.36 |
| | 8028726733 | ERG MONITOR RISERS | | | 51.72 |
| | 8028726733 | ERG WRIST SUPPORTS | | | 13.18 |
| | 8028726733 | BINDERS | | | 35.21 |
| | 8028726733 | MISC OFFICE SUPPLIES | | | 76.52 |
| | 8028967666 | FILE CABINET | | | 192.03 |
| | 8028967666 | RECEIPT BOOKS | | | 66.96 |
| | 8028967666 | HVY DUTY HIGH CAPACITY STAPLER | | | 73.54 |
| | 8028967666 | COPY PAPER | | | 206.96 |
| | 8028967666 | MISC OFFICE SUPPLIES | | | 7.23 |
| | 8028967666 | PRINTER TONER | | | 70.15 |
| | 8028967666 | PRINTER TONER | | | 188.99 |
| | 8028967666 | PRINTER INK | | | 103.65 |
| | 8028967666 | BINDERS | | | 34.28 |
| | 8028967666 | MISC OFFICE SUPPLIES | | | 6.74 |
| | 8028967666 | STAPLERS | | | 40.23 |
| | 8028967666 | MISC OFFICE SUPPLIES | | | 3.23 |
| | 8028967666 | MISC OFFICE SUPPLIES | | | 6.45 |
| | 8029069487 | STAMP INK | | | 7.93 |
| | | Total for Check Number 11973: | | 0.00 | 1,769.39 |
| 11974 | 14-0009 | DANIEL STINSON | 03/26/2014 | | |
| | X00919 | BS1400173 - BLDG PERMIT REFUND | | | 201.60 |
| | X00919 | BS1400173 - SMIP REFUND | | | 2.20 |
| | X00919 | BS1400173 - GREEN FEE REFUND | | | 1.00 |
| | | Total for Check Number 11974: | | 0.00 | 204.80 |
| 11975 | SUN001 | SUNSET GRAPHICS | 03/26/2014 | | |
| | 17498 | CITY SHIRT-OBLEA (1) | | | 38.88 |
| | | Total for Check Number 11975: | | 0.00 | 38.88 |
| 11976 | SYN001 | SYNOPTEK | 03/26/2014 | | |
| | 222180 | IT SVCS MAR 2014 | | | 2,505.00 |
| | 222216 | HP DVD-ROM DRIVE (1) | | | 68.65 |
| | | Total for Check Number 11976: | | 0.00 | 2,573.65 |
| 11977 | TES001 | JOSEPH TESSARI | 03/26/2014 | | |
| | X00906 | PLNG COMM MTG 2/19/14, 2/26/14 & 3/5/14 | | | 150.00 |
| | | Total for Check Number 11977: | | 0.00 | 150.00 |
| 11978 | PRE001 | THE PRESS-ENTERPRISE | 03/26/2014 | | |
| | 101220308 | PN 11-0271 PUB HRG GOODMAN BIRCHER | | | 246.40 |
| | 101228562 | PN 12-0750 PUB HRG PLNG COMM | | | 211.20 |
| | | Total for Check Number 11978: | | 0.00 | 457.60 |
| 11979 | VAL001 | FRED VALENTINE | 03/26/2014 | | |

| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|----------|----------------------------------|---|-------------------------------|-------------|------------------|
| | X00907 | PLNG COMM MTG 2/19, 2/26 & 3/5/14 | | | 150.00 |
| | | | Total for Check Number 11979: | 0.00 | 150.00 |
| 11980 | VOY001 869288209409 | VOYAGER FLEET SYSTEMS INC FUEL 2/24/14 | 03/26/2014 | | 400.99 |
| | | | Total for Check Number 11980: | 0.00 | 400.99 |
| 11981 | XER001 072877051 072877051 | XEROX CORPORATION LEASE 1/20/14-2/21/14 USAGE 1/20/14-2/21/14 | 03/26/2014 | | 307.43 836.19 |
| | | | Total for Check Number 11981: | 0.00 | 1,143.62 |
| | | | Report Total (73 checks): | 0.00 | 1,282,846.82 |



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRY SHEA, FINANCE DIRECTOR

SUBJECT: WARRANT REGISTER FOR COUNCIL RELATED ITEMS

RECOMMENDATION: APPROVE THE PAYMENT OF WARRANTS FOR COUNCIL RELATED ITEMS AS SUBMITTED BY THE FINANCE DEPARTMENT

BACKGROUND:

The attached list of invoices for council related expenditures was reviewed by the Finance Committee on March 19, 2014 and has been recommended for payment.

DISCUSSION:

All of the invoices have been reviewed by the Finance Department for completeness, proper approvals and, if applicable, in accordance with the underlying contracts. All items were properly supported.

FISCAL IMPACT:

Funds are available for the payment of the warrants (wire no. 231 and check number 11982) in the amount of \$881.33.

The warrants have been reviewed and approved by the Finance Committee on March 19, 2014.

Ric Welch, Council Member

William Link, Council Member



City of Eastvale

City Council Meeting Agenda Staff Report

ATTACHMENTS:

1. Warrant Register

Prepared by: Joann Gitmed, Deputy Finance Director

Reviewed by: Terry Shea, Finance Director

Carol Jacobs City Manager

John Cavanaugh, City Attorney

Accounts Payable

Checks by Date - Detail by Check Number

User: jgitmed
Printed: 3/17/2014 12:36 PM



| Check No | Vendor No Invoice No | Vendor Name Description | Check Date Reference | Void Checks | Check Amount |
|-------------------------------|---|---|-------------------------|-------------|----------------------------|
| 231 | ATI001 08SMFTX 0ETZKTJ 0TRE0XT | ATIRA CREDIT MASTERCARD LOCC MTG DE GRANDPRE LOCC LODGING DE GRANDPRE CHAMBER DINNER | 03/26/2014 | | 340.50 151.79 300.00 |
| Total for Check Number 231: | | | | 0.00 | 792.29 |
| 11982 | DEG001 X00918 X00918 X00918 | JEFF DEGRANDPRE MILE REIM WRCOG 3/03/14 MILE REIM SCAG 03/06/14 MILE REIM BIA 03/07/14 | 03/26/2014 | | 14.56 61.04 13.44 |
| Total for Check Number 11982: | | | | 0.00 | 89.04 |
| Report Total (2 checks): | | | | 0.00 | 881.33 |



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

6. *PUBLIC HEARINGS*



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

7. *OLD BUSINESS ITEMS:*



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS

**SUBJECT: APPOINTMENT OF PLANNING COMMISSIONER TO THE
ECONOMIC DEVELOPMENT COMMITTEE**

**RECOMMENDATION: APPOINT A PLANNING COMMISSIONER TO THE
ECONOMIC DEVELOPMENT COMMITTEE**

BACKGROUND:

In June of 2013, the City Council established an Economic Development Committee to work on the City's Strategic Plan regarding Economic Development. The Committee consists of two Council Members, a Planning Commissioner and City staff. Since the appointment of Bill Link to the City Council, the Economic Development Committee does not have representative from the Planning Commission.

DISCUSSION:

In order to complete the composition of the Economic Development Committee, a member of the Planning Commission is requested to fill the vacancy left by Council Member Bill Link. The Commission was advised of the vacancy and asked to speak with their City Council member should they have an interest in the position.

FISCAL IMPACT:

None.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CAROL JACOBS

SUBJECT: APPOINTMENT OF CITY COUNCIL MEMBER TO REPLACE KELLY HOWELL ON THE EASTVALE COMMUNITY FOUNDATION BOARD OF DIRECTORS

RECOMMENDATION: APPROVE APPOINTMENT OF COUNCIL MEMBER RIC WELCH TO THE EASTVALE COMMUNITY FOUNDATION BOARD OF DIRECTORS

BACKGROUND:

In November of 2013, City Council Member Kelly Howell resigned her position as a Council Member. As part of her duties on the City Council, she represented the City Council on the Eastvale Community Foundation. The City Council created the Foundation in 2011 to support the City. The City Council has had a member on the Board since the inception of the Foundation.

DISCUSSION:

Council Member Ric Welch has expressed interest in the position and at the Foundation meeting on March 17, 2014 the Foundation agreed that Council Member Welch would make a great addition to the Board.

FISCAL IMPACT:

None.



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC NORRIS, PLANNING

SUBJECT: COUNCIL DIRECTION TO STAFF ON THE LAND USE PROGRAM FOR THE LEAL SPECIFIC PLAN

RECOMMENDATION:

Staff recommends that the City Council direct staff to proceed with the creation of a Vision Plan and Specific Plan that reflect the land use program described earlier in this report.

BACKGROUND:

On February 26, Planning staff and the City's economic consultant for the Leal Specific Plan, Kosmont Companies, presented information to the City Council and Planning Commission regarding potential development scenarios for the Leal property (shown below).



Leal Property, at the northwest corner of Hamner and Limonite Avenues

The presentation to the Council and Commission included the results of the public outreach process conducted in in January and February, which used social media to solicit ideas from the public on the type of project that should be built on the approximately 160-acre Leal property.

The consensus of the Council and Commission’s discussion was that the overall concept discussed by staff—a mixed-used project that included retail, office, hotel, civic center, and residential uses—was appropriate. With that direction, staff and Kosmont Companies worked to refine the concept, with the goal of presenting a more refined plan to the City Council at tonight’s meeting.

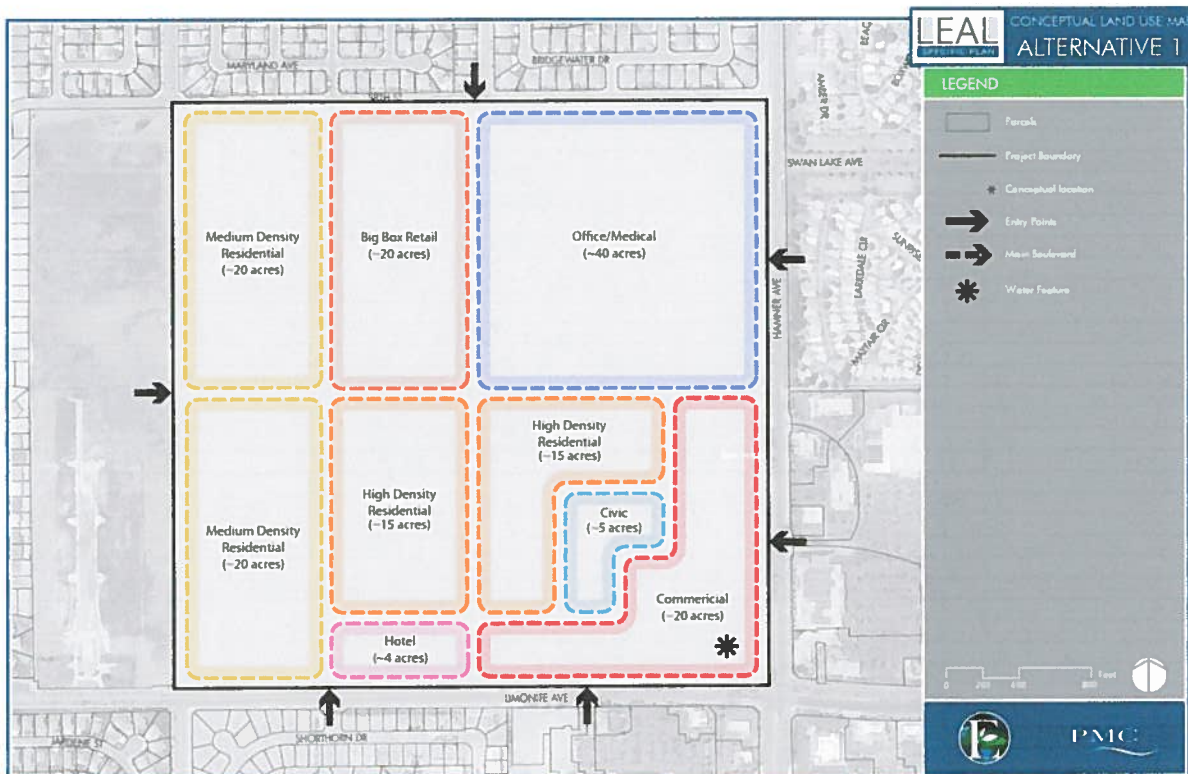
DISCUSSION:

The discussion below covers two items:

- Staff’s initial idea for defining land uses in the Vision Plan and Specific Plan, and
- A revised, more flexible land use program based on discussions with the property owner

Initial Land Use Concepts

Staff and Kosmont’s initial work included the preparation of several variations on the map below, which attempted to define the appropriate sizes and locations of the various land uses which were discussed by the Council and Commission on February 26. These concepts reflected a more or less traditional approach to Specific Plans, which is produce a plan showing where future land uses will be located.



Staff presented these alternatives to the property owner, Mr. Brad Leal. Mr. Leal expressed a general discomfort with the specificity of the land use concepts, which he felt would preclude the amount of

commercial development (1-million square feet or more) that he feels could occur on the site. The concepts were also seen by the property owner as too specific in designating locations for uses and tenants which have not yet been identified.

Following that initial meeting with the property owner, Planning staff and Kosmont discussed a different concept which incorporates more flexibility in the amount and location of some uses.

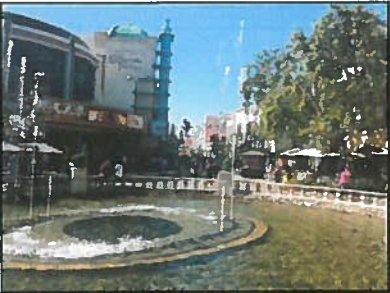

Recommended Land Use Concept





The overall concept recommended by staff reflects a market-driven approach to determining the exact location of the various land uses, combined with detailed standards in the Specific Plan for urban design, landscaping, signage, and community amenities to ensure that the quality and type of development in the Leal project reflect the City’s desire for a landmark project of regional significance.


The land use concept proposed by staff is shown below. In a discussion with the property owner, staff received his acceptance with this approach.

The Specific Plan would allow these uses in the acreages shown, but would not designate where they would be placed on the site.

Proposed Land Use Program

| Land Use Type | Acres | Notes |
|---|--|--|
| COMMERCIAL | 100 ACRES TOTAL | |
| Commercial  | Minimum of 30 acres of “downtown” retail | This category will allow the “downtown” uses discussed with the Council and Commission, as well as large-format stores. Design guidelines for the “downtown” area and other uses will be included in the Specific Plan. Minimum area is to ensure that the “downtown” area is programmed. |
| Office/Medical  | Maximum 40 acres | Maximum area is to ensure that this use is appropriately allocated in the project. Allows for development of a hospital. |

| | | |
|--|---|---|
| <p>Hotel</p>  | <p>N/A</p> | <p>Permitted anywhere in the project, with no cap on the number of hotels.</p> |
| <p>Civic Center</p>  | <p>Approx. 5 acres (larger if a park is included)</p> | <p>Provides space for future city hall and other uses, such as a library, community center, or public park</p> |
| <p>RESIDENTIAL</p> | <p>60 ACRES TOTAL</p> | |
| <p>Medium Density Residential (14-21 units per acre)</p>  | <p>30 acres</p> | <p>This category provides for “townhome”-type development. Ensures that this land use type is programmed.</p> |
| <p>High Density Residential (22-40 units per acre)</p>  | <p>30 acres</p> | <p>This category provides for “apartment” or “condominium”-type housing. Ensures that the City will be able to meet its state-mandated requirement for future residential development of this type.</p> |

| OTHER | NA | |
|---|----|---|
| <p>Other Community Features</p>  | NA | <p>Acreege for community features is included in the totals above.</p> <p>These include a major entry feature at the Hamner/Limonite corner and open space/park uses associated with the civic center and residential uses.</p> |

This land use program will be combined with standards and guidelines for:

- Site design (the arrangement of buildings on the site and the creation of public spaces)
- Architecture (the design and quality of buildings)
- Addressing the relationship of the project with surrounding neighborhoods and commercial areas
- Addressing the relationship of uses within the site (retail next to residential, office next to retail, etc.)
- Landscape architecture
- Signage
- Public amenities (such as a major entry statement at the Hamner/Limonite corner)
- Future planning efforts (specific requirements for the more detailed plans that will be submitted when specific uses are proposed)

The Vision Plan, which is the next step in the planning process for the Leal property, will expand on the discussion above, providing additional images and text to describe the overall concept for developing the project. Because specific locations for uses will not be defined, the overall map of the project shown on February 26 will not be included.

The Specific Plan, in turn, will build on the Vision Plan, providing detailed standards for all of the items listed above, as well as development standards (permitted uses, building heights, parking, etc.).

FISCAL IMPACT:

The preparation of the Leal Specific Plan is being funded from the General Fund. Ultimately, the City will recover the cost of the Specific Plan through fees paid by future development. The project, when it is developed, will also generate significant revenues for the City, in the form of sales tax and transient occupancy tax.

RECOMMENDATION:

Staff recommends that the City Council direct staff to proceed with the creation of a Vision Plan and Specific Plan that reflect the overall land use program described in this report.

Alternatively, the Council may provide different direction to staff, such as:

- Minor modifications to the land use concept proposed by staff
- Direction to work with the property owner to substantially revise the land use program

Prepared by: Eric Norris, Planning
Reviewed by: City Manager
City Attorney



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

9. CITY MANAGER'S REPORT



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

10. COUNCIL COMMUNICATIONS



City of Eastvale

City Council Meeting Agenda

Staff Report

MEETING DATE: MARCH 26, 2014

11. CLOSED SESSION



City of Eastvale
City Council Meeting Agenda
Staff Report

MEETING DATE: MARCH 26, 2014

12. ADJOURNMENT