

(R-85-2460)

RESOLUTION NUMBER R-263331

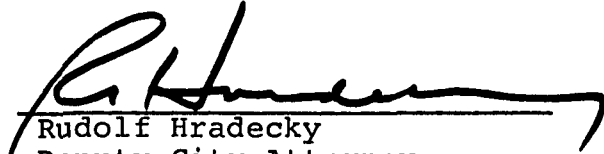
ADOPTED ON JUNE 24, 1985

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO PROVIDING FOR THE BORROWING OF FUNDS FOR
FISCAL YEAR 1985-1986 AND THE ISSUANCE AND
SALE OF 1985-1986 SHORT TERM OPTIONAL PUT TAX
ANTICIPATION NOTES THEREFOR.

A complete copy of Resolution No. 263331 prepared by outside
Bond Counsel is on file in the Office of the City Clerk.

APPROVED: John W. Witt, City Attorney

By


Rudolf Hradecky
Deputy City Attorney

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Or.Dept:Treas.
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RESOLUTION OF THE COUNCIL OF THE CITY
OF SAN DIEGO
PROVIDING FOR THE BORROWING OF FUNDS FOR FISCAL
YEAR 1985-1986 AND THE ISSUANCE AND SALE OF
1985-1986
TAX ANTICIPATION NOTES THEREFOR

R-263331

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RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO PROVIDING
FOR THE BORROWING OF FUNDS FOR FISCAL YEAR 1985-1986 AND THE
ISSUANCE AND SALE OF 1985-1986 TAX ANTICIPATION NOTES THEREFOR

RESOLUTION NO. R-263331

ADOPTED ON JUNE 24, 1985

WHEREAS, pursuant to Section 92 of the Charter of the City of San Diego (the "City") and Sections 53850 et seq. of the Government Code of the State of California, the Council of the City (the "Council") has found and determined that the sum of Thirty-six Million Dollars (\$36,000,000) is needed for the requirements of the City to satisfy obligations payable from the General Fund of the City, and that it is necessary that such sum be borrowed for such purpose at this time by the issuance of temporary notes therefor in anticipation of the receipt of property taxes to be received by the City for the General Fund of the City during or attributable to Fiscal Year 1985-1986; and

WHEREAS, the City intends to borrow, for the purposes set forth above, as hereinafter defined, Thirty-six Million Dollars (\$36,000,000) through the issuance and sale of the Notes (as hereinafter defined); and

WHEREAS, it appears, and the Council hereby finds and determines, that such sum of Thirty-six Million Dollars. (\$36,000,000), when added to the interest payable thereon, does not exceed twenty-five percent (25%) of the total appropriations of the City for Fiscal Year 1985-1986 and is not in excess of eighty-five per cent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the City for the General Fund of the City attributable to Fiscal Year 1985-1986, and available for the payment of the Notes and the interest thereon; and

WHEREAS, pursuant to Section 92 of the Charter of the City and Section 53856 of the Government Code of the State of California, certain revenues which will be received by the City for the General Fund of the City during or attributable to Fiscal Year 1985-1986 can be pledged for the payment of the Notes and the interest thereon (as hereinafter provided); and

WHEREAS, Bank of America National Trust and Savings Association (hereinafter sometimes referred to as the "Underwriter") has submitted an offer to purchase the Notes and has submitted a form of Contract of Purchase and Dealer Remarketing Agreement, the form of which is on file in the office of the City Clerk as Document No. RR263331-1 (the "Agreement"); and

WHEREAS, the City has determined that, in order to provide for the remarketing of the Notes, to reduce interest costs to the City for the Notes and to provide liquidity and additional security to the holders of the Notes, it is appropriate for the City to enter into the Agreement, which provides for the remarketing by the Underwriter of the Notes and the repurchase of the Notes by the Underwriter under certain circumstances as described therein; and

WHEREAS, the City desires to enter into the Agreement so as to provide for such remarketing, to reduce such interest costs and to provide such liquidity and additional security;

NOW, THEREFORE, the Council of the City of San Diego hereby finds, determines, declares and resolves as follows:

Section 1. Council Determination. All of the recitals herein set forth are true and correct, and the Council so finds and determines.

Section 2. Definitions. Unless the context otherwise requires, terms defined in Section 1 of Appendix A to the Agreement which are used in this Resolution shall, for all purposes of this Resolution, as it now exists and as it may be from time to time amended or supplemented, have the meanings specified in the Agreement.

Section 3. Terms of the Notes. Solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the City for the General Fund of the City during or attributable to Fiscal Year 1985-1986, and not pursuant to any common plan of financing, the City hereby authorizes the borrowing of the aggregate principal amount of Thirty-six Million Dollars (\$36,000,000) by the issuance of up to four series of temporary notes under Sections 92 of the Charter of the City and 53850 et seq. of the Government Code of the State of California, generally designated as the "City of San Diego 1985-1986 Tax Anticipation Notes." The Treasurer is hereby authorized and directed to determine the aggregate principal amount, if any, of each series of the Notes, which shall be included in the Agreement.

The Notes shall each be in either registered or bearer form, depending upon the series issued, and shall each be in the denominations of \$25,000 and \$100,000, shall be dated July 1, 1985, shall mature on June 25, 1986 and shall bear interest from the Interest Payment Date with respect to the applicable series of Notes next preceding the date of authentication thereof, unless (i) such date of authentication shall be prior to the first Interest Payment Date with respect to such series, in which case it shall bear interest from July 1, 1985 or (ii) such date of authentication shall be an Interest Payment Date with respect to such series, in which

case such Notes shall bear interest from such date of authentication; provided, however, that if, as shown by the records of the Paying Agent, interest on the Notes of any series shall be in default, Notes of such series issued in exchange for Notes of such series surrendered for transfer or exchange shall bear interest from the last date to which interest has been paid in full on the Notes of such series or, if no interest has been paid on the Notes of such series, from July 1, 1985. Interest on each series of Notes shall be at the Initial Rate and then shall be determined by the Underwriter in accordance with the Agreement and shall be payable on each Interest Payment Date with respect to the applicable series in the manner provided in the Agreement.

The principal of the Notes shall be payable at maturity, only to the registered owner thereof or to the bearer thereof, depending upon the series issued, upon surrender thereof, in lawful money of the United States of America, at the principal office of the Paying Agent.

Any Note may, in accordance with its terms, be transferred, replaced or exchanged for a like aggregate principal amount of the same series and in authorized denominations, upon the books required to be kept by the Paying Agent, all pursuant to the provisions of the Agreement.

If the City fails to pay interest on any Note on any Interest Payment Date and such failure continues for a period of five Business Days, all Notes shall become due and payable as provided in the Agreement ten Business Days following the end of such grace period; provided that there shall be no such grace period with respect to the payment of interest on the date of maturity of the Notes.

Except as aforesaid, the Notes shall not be redeemable by the City prior to maturity.

Section 4. Form of Notes. The Notes shall be issued only in registered or bearer form, depending upon the series issued, without coupons. The series A Notes, the series B Notes, the series C Notes and the series D Notes shall be substantially in the form and substance set forth in Exhibit A, Exhibit B, Exhibit C and Exhibit D, respectively, attached hereto and by this reference fully incorporated herein, the blanks in said form to be filled in with appropriate words and figures and with such other changes therein as the officers executing the same on behalf of the City may approve, in their discretion, such approval to be conclusively evidenced by such officers' execution thereof.

The Notes shall have printed on them an Election Notice substantially in the form of Exhibit E attached hereto and by this reference fully incorporated herein, the blanks in

such form to be filled in with appropriate words and figures at the time any such Election Notice is given.

Section 5. Use of Proceeds. The moneys borrowed under the Notes shall be deposited in the General Fund of the City and used and expended by the City for any purpose for which it is authorized to expend funds from the General Fund of the City.

Section 6. Repayment Pledge. The principal amount of the Notes, together with the interest thereon, shall be payable from property taxes which are received by the City for the General Fund of the City during or attributable to Fiscal Year 1985-1986, and deposited in the Tax Anticipation Note Revolving Fund in accordance with the Agreement.

The moneys required to be deposited in the Tax Anticipation Note Revolving Fund are hereinafter called the "Pledged Revenues." The principal of the Notes and the interest thereon shall constitute a first lien and charge against and shall be payable from the first moneys received by the City from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the City lawfully available therefor (all as provided in Sections 92 of the Charter of the City and 53856 and 53857 of the California Government Code).

Section 7. Revolving Fund. In the months in which received, the Pledged Revenues (in cash or in investments which have a market value on such Business Day equal to the amount required to be deposited on such Business Day) shall be deposited and held in trust by the City in the Tax Anticipation Note Revolving Fund and shall be applied as directed in the Agreement. The principal of and interest on the Notes shall constitute a first lien and charge on amounts deposited in the Tax Anticipation Note Revolving Fund and any money deposited in the Tax Anticipation Note Revolving Fund shall be for the ratable benefit of the Holders of the Notes. Until the principal of the Notes and all interest due thereon are paid in full or until provision has been made for the payment in full of the principal of and interest on the Notes, the moneys in the Tax Anticipation Note Revolving Fund shall be applied only for the purposes for which the Tax Anticipation Note Revolving Fund was created. On each Interest Payment Date after July 31, 1985, the City shall transfer to the Paying Agent the amount necessary to pay interest on the Notes on such Interest Payment Date. On the maturity date of the Notes the amount of money in the Tax Anticipation Note Revolving Fund necessary to pay principal of and interest due at maturity on the Notes shall be transferred to the Paying Agent.

Section 8. Fiscal Agent. The Treasurer is hereby appointed fiscal agent for the Notes. Funds held by the

Treasurer in the Tax Anticipation Note Revolving Fund shall be held as herein provided and as provided in the Agreement.

Section 9. Execution of Notes. The Treasurer is hereby authorized to sign the Notes by use of her facsimile signature, and the City Clerk is hereby authorized to countersign the Notes by use of his facsimile signature and to affix the seal of the Council thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, however, unless and until the Paying Agent shall have manually authenticated such Notes.

Section 10. Validity of Proceedings. It is hereby covenanted and warranted by the City that all representations and recitals contained in this Resolution are true and correct, and that the City, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the taxes, revenue, income, cash receipts and other moneys pledged hereunder in accordance with law and for carrying out the provisions of this Resolution.

Section 11. Tax Covenants. The Council, as issuer of the Notes on behalf of the City, hereby covenants that it will

make no use of the proceeds of the Notes which would cause the Notes to be "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended (the "Code") or "federally-guaranteed obligations" under Section 103(h) of the Code or "consumer loan bonds" under Section 103(o) of the Code; and, to that end, so long as any of the Notes are outstanding, the Council, with respect to the proceeds of the Notes, and all officers having custody or control of such proceeds, shall comply with all requirements of Section 103 of the Code and the regulations of the United States Department of the Treasury Promulgated thereunder, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds," "federally-guaranteed obligations" or "consumer loan bonds."

Section 12. Paying Agent and Registrar. BankAmerica Trust Company of New York, in New York, New York is hereby designated the registrar and Paying Agent of the City for the payment of principal of and interest on the Notes. The Treasurer is hereby authorized and directed to negotiate and execute an agreement with the Paying Agent setting forth the terms and provisions of the Paying Agent's employment hereunder.

This appointment shall not preclude the City from removing the Paying Agent and appointing one or more successors thereto, or appointing additional financial institutions to act

as paying agent or registrar, all without notice to or the consent of the registered owner of any Note. Any such successor paying agent shall be a bank or trust company with offices in New York, New York acceptable to the City and the Underwriter.

Section 13. Purchase and Remarketing Agreement. The Agreement will be entered into with the Underwriter, whereby the Underwriter shall purchase the Notes from the City and purchase or remarket the Notes as more particularly set forth therein. Such Agreement (including Appendix A thereto) is hereby approved with such additions, changes or corrections as the City Manager or Assistant City Manager may approve upon consultation with the City Attorney. The Treasurer is hereby authorized and directed to negotiate, with the Underwriter, the Initial Interest Rates, not to exceed eight percent (8%) per annum, on the Notes and the discount, if any, on the purchase price of the Notes paid by the Underwriter. If such Initial Interest Rates (not to exceed eight percent (8%) per annum) and said purchase price are acceptable to the City Manager or Assistant City Manager, the City Manager or Assistant City Manager is hereby further authorized and directed to execute and deliver the Agreement and such other documents required to be executed and delivered thereunder, for and in the name and on behalf of the City.

Section 14. Approval of Official Statement. The form of Official Statement relating to the Notes ,a copy of which is on file in the office of the City Clerk as Document No. RR263331-2, is hereby approved with such additions, changes and corrections as the City Manager or Assistant City Manager may approve upon consultation with Bond Counsel to the City; the distribution of the Official Statement in preliminary form is hereby ratified; and the Treasurer and the Underwriter are hereby authorized to distribute copies of the Official Statement in final form in connection with the offering and sale of the Notes.

Section 15. Authorization to Consummate Sale and Delivery of Notes. The City Manager, the Assistant City Manager, the Treasurer, the City Clerk, the Assistant City Clerk, the City Attorney, the Assistant City Attorney, and any officers authorized to act on their behalf are hereby authorized to take any and all actions necessary and appropriate to consummate the sale and delivery of the Notes to the Underwriter in accordance with the terms of the Agreement and this Resolution.

APPROVED:

John W. Witt, City Attorney

By:

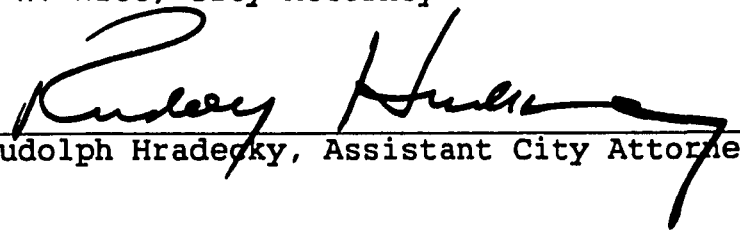

Rudolph Hradecky, Assistant City Attorney

EXHIBIT A
 CITY OF SAN DIEGO, CALIFORNIA
 1985-1986 SHORT TERM OPTIONAL PUT
 TAX ANTICIPATION NOTE
 SERIES A

REGISTERED

No. _____
\$ _____

REGISTERED

Date: _____, 1985

FOR VALUE RECEIVED, the City of San Diego (the "City"), State of California, acknowledges itself indebted to and promises to pay to _____, or registered assigns, the principal sum of _____ Dollars (\$ _____) on June 25, 1986, unless payment of this Note shall have been duly made or provided for upon acceleration of the maturity hereof, and to pay interest on the balance of said principal sum from time to time remaining unpaid from and including the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless this Note is authenticated as of a day that is an Interest Payment Date or prior to July 31, 1985, in which case it shall bear interest from such Interest Payment Date or from July 1, 1985, respectively; provided, however, that if at the time of registration of this Note, interest is in default on this Note, such Note shall bear interest from the Interest Payment Date to which interest has previously been paid, or from July 1, 1985 if no interest has been paid hereon, until the principal hereof shall have become due. Interest, computed on a 365-day year basis and actual days elapsed, is payable on July 31, 1985, and on each fourth Wednesday thereafter or, if such day is not a Business Day, on the next succeeding Business Day (each hereinafter referred to as an "Interest Payment Date") and at maturity (and accrued to each such date), at the Initial Rate to and including July 30, 1985 and then at an Adjusted Rate all as more fully described below, in the lawful money of the United States of America until payment in full of said principal sum. Interest paid on an Interest Payment Date shall be paid by check or draft mailed or delivered to the person in whose name this Note is registered at 10:00 a.m. (New York City time) on such Interest Payment Date.

The principal of this Note shall be payable only to the registered owner hereof upon presentation and surrender of this Note as the same shall fall due at maturity or upon acceleration at BankAmerica Trust Company of New York, as Paying Agent, 40 Broad Street, 4th Floor, New York, New York 10004, Attention: Corporate Trust Administration. No interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

The Initial Rate shall be _____% per annum. On July 31, 1985 and on each Wednesday thereafter, the interest rate may be adjusted, effective on each Wednesday (a "Rate Adjustment Date"), to an Adjusted Rate. An Adjusted Rate, effective on a Rate Adjustment Date for the period commencing on such Rate Adjustment Date to and including the day immediately preceding the next Rate Adjustment Date (an "Interest Period"), shall be a rate determined as follows: On July 29, 1985 and thereafter on each Monday (or, if such day is not a Business Day, the next preceding Business Day), the Underwriter, giving due regard to prevailing financial market conditions, shall determine the rate which, if borne by the Notes, would, in its best judgment, be the interest rate, but would not exceed the interest rate, which would enable the Underwriter to remarket the Notes on the next succeeding Rate Adjustment Date with respect to the Note at the Purchase Price, as defined in that certain Contract of Purchase and Dealer Remarketing Agreement by and between the City and the Underwriter relating to the Notes (the "Agreement"), and the interest rate so determined shall be the interest rate for the Interest Period commencing on the next succeeding Wednesday; provided that, if on the date of such determination, the Underwriter holds for its own account 15% or more in aggregate principal amount of the Notes of the series of Notes for which an adjusted rate is being determined, the Adjusted Rate for the Notes so determined shall not be more than one hundred twenty per cent (120%), nor less than eighty per cent (80%), of 75% of the Interest Index (as defined in the Agreement), but, in any event, the rate which would, in its best judgment, enable the Underwriter to remarket the Notes on the next succeeding Rate Adjustment Date at the Purchase Price. The Underwriter shall disseminate such Adjusted Rate on the Munifacts Wire on the date it is determined and also shall give telephonic notice (subsequently confirmed by written notice) to the City and the Paying Agent of such Adjusted Rate. If the Underwriter for any reason fails to determine the Adjusted Rate, or if a court finds the method of determining the Adjusted Rate set forth above to be unenforceable, the Adjusted Rate for the Series A Notes shall be 75% of the Interest Index as of each Rate Adjustment Date.

NOTWITHSTANDING THE FOREGOING, THE ADJUSTED RATE SHALL NOT EXCEED THE LESSER OF 12% OR THE MAXIMUM RATE PERMITTED BY APPLICABLE LAW.

Notwithstanding the foregoing, if the City fails to pay interest on the Notes on any Interest Payment Date and such failure continues for a period of five Business Days, all Notes shall become due and payable ten Business Days following the end of such grace period, provided that such grace period shall not apply to the payment of interest on the Notes due upon the maturity of the Notes. Notice of such acceleration of maturity of the Notes shall be given by the City which notice shall

specify the date on which all Notes shall mature. Any failure to receive such notice or any defect therein shall not affect the accelerated maturity date of the Notes, all as more fully provided in the Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified, recited and declared that this Note is one of an authorized issue of City of San Diego 1985-1986 Short Term Optional Put Tax Anticipation Notes, Series A (the "Series A Notes") aggregating _____ Dollars (\$ _____) in principal amount issued as one of four Series of City of San Diego 1985-1986 Short Term Optional Put Notes (the "Notes") aggregating Thirty-six Million Dollars (\$36,000,000) in aggregate principal amount; the Notes are all made, executed and given pursuant to and by authority of the resolution of the Council of the City authorizing the issuance and sale of this Note (the "Resolution") duly passed and adopted under and by authority of Section 92 of the Charter of the City and Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the City, does not exceed any limit prescribed by the Constitution or statutes of the State of California. Every capitalized term used herein which is not defined herein shall have the same meaning as provided therefor in the Agreement.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received for or accrued to the General Fund of the City during Fiscal Year 1985-1986. As security for the payment of the principal of and interest on the Notes, the City hereby pledges from the first property taxes to be received by the City after November 30, 1985 during or attributable to Fiscal Year 1985-86 (a) an amount equal to the sum of Thirty-six Million Dollars (36,000,000) plus (b) an amount (net of earnings to May 30, 1986 on moneys in the Revolving Fund) equal to the aggregate amount of interest payable on the Notes from May 30, 1986 until maturity at an assumed rate of the lesser of 12% per annum or the maximum legal rate of interest (to the extent the actual interest rate cannot be determined). Such amounts shall be deposited from time to time as received by the City in the Revolving Fund. In the event that by May 30, 1986 the

aggregate amount of property taxes received by the City and deposited in the Revolving Fund shall be less than the amount pledged, there shall be deposited in the Revolving Fund on May 30, 1986 from any other moneys of the City lawfully available therefor the amount of the deficiency. The moneys required to be deposited in the Revolving Fund are hereinafter called the "Pledged Revenues."

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of San Diego has caused this Note to be executed by the facsimile signature of its City Treasurer and countersigned by the the facsimile signature of the Clerk of the Council of the City, and caused its official seal or a facsimile thereof to be affixed hereto, all as of _____, 1985.

CITY OF SAN DIEGO

By _____
Conny Jamison
City Treasurer

(Seal)

Countersigned:

Charles G. Abdelnour
City Clerk

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the within mentioned Resolution and is one of the 1985-1986 Short Term Optional Put Tax Anticipation Notes, Series A of the City of San Diego.

Date of Authentication:

_____ as Registrar

By _____ Authorized Officer

[Form of reverse side of fully registered note]

City of San Diego, California
1985-1986 Short Term Optional Put Tax
Anticipation Note

At the option of the registered owner hereof, this Note will be purchased according to the terms and subject to the conditions of the Agreement, on any Rate Adjustment Date by (i) giving telephonic notice to the Paying Agent prior to 10:00 a.m. (New York City time) on the Tuesday (or if such Tuesday is not a Business Day, the next preceding Business Day) prior to such Rate Adjustment Date and (ii) delivery of this Note (with the form of of Election Notice attached hereto completed) to the Paying Agent prior to 10:00 a.m. (New York City time) on such Rate Adjustment Date. THE OBLIGATION TO PURCHASE THIS NOTE AT THE OPTION OF THE REGISTERED OWNER HEREOF IS NOT AN OBLIGATION OF THE CITY BUT IS ONLY AN OBLIGATION OF THE UNDERWRITER PURSUANT TO THE AGREEMENT. THE OBLIGATION OF THE UNDERWRITER TO SO PURCHASE THIS NOTE IS NOT UNCONDITIONAL. IN THE EVENT THE UNDERWRITER IS NOT OBLIGATED TO PURCHASE THIS NOTE THEN THERE IS NO OPTION OR OTHER RIGHT TO HAVE THIS NOTE PURCHASED.

This Note is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Paying Agent in New York, New York, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The City and the Paying Agent may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

EXHIBIT B

CITY OF SAN DIEGO, CALIFORNIA
 1985-1986 SHORT TERM OPTIONAL PUT
 TAX ANTICIPATION NOTE
 SERIES B

REGISTERED

REGISTERED

No. _____

\$ _____

Date: _____, 1985

FOR VALUE RECEIVED, the City of San Diego (the "City"), State of California, acknowledges itself indebted to and promises to pay to _____, or registered assigns, the principal sum of _____ Dollars (\$ _____) on June 25, 1986, unless payment of this Note shall have been duly made or provided for upon acceleration of the maturity hereof, and to pay interest on the balance of said principal sum from time to time remaining unpaid from and including the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless this Note is authenticated as of a day that is an Interest Payment Date or prior to July 31, 1985, in which case it shall bear interest from such Interest Payment Date or from July 1, 1985, respectively; provided, however, that if at the time of registration of this Note, interest is in default on this Note, such Note shall bear interest from the Interest Payment Date to which interest has previously been paid, or from July 1, 1985 if no interest has been paid hereon, until the principal hereof shall have become due. Interest, computed on a 365-day year basis and actual days elapsed, is payable on July 31, 1985, and on each thirteenth Wednesday thereafter or if such day is not a Business Day, on the next succeeding Business Day (each hereinafter referred to as an "Interest Payment Date") and at maturity (and accrued to each such date), at the Initial Rate to and including July 30, 1985 and then at an Adjusted Rate all as more fully described below, in the lawful money of the United States of America until payment in full of said principal sum. Interest paid on an Interest Payment Date shall be paid by check or draft mailed or delivered to the person in whose name this Note is registered at 10:00 a.m. (New York City time) on such Interest Payment Date.

The principal of this Note shall be payable only to the registered owner hereof upon presentation and surrender of this Note as the same shall fall due at maturity or upon

acceleration at BankAmerica Trust Company of New York, as Paying Agent, 40 Broad Street, 4th Floor, New York, New York 10004, Attention: Corporate Trust Administration. No interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

The Initial Rate shall be _____% per annum. On July 31, 1985 and on each thirteenth Wednesday thereafter, the interest rate may be adjusted, effective on each Fourth Wednesday (a "Rate Adjustment Date"), to an Adjusted Rate. An Adjusted Rate, effective on a Rate Adjustment Date for the period commencing on such Rate Adjustment Date to and including the day immediately preceding the next Rate Adjustment Date (an "Interest Period"), shall be a rate determined as follows: On July 29, 1985 and thereafter on the Monday preceding the next Rate Adjustment Date (or, if such day is not a Business Day, the next preceding Business Day), the Underwriter, giving due regard to prevailing financial market conditions, shall determine the rate which, if borne by the Series B Notes, would, in its best judgment, be the interest rate, but would not exceed the interest rate, which would enable the Underwriter to remarket the Series B Notes on the next succeeding Rate Adjustment Date with respect to the Series B Notes at the Purchase Price, as defined in that certain Contract of Purchase and Dealer Remarketing Agreement by and between the City and the Underwriter relating to the Notes (the "Agreement") and the interest rate so determined shall be the interest rate for the Interest Period commencing on the next succeeding Wednesday; provided that, if on the date of such determination, the Underwriter holds for its own account 15% or more in aggregate principal amount of the Notes, the Adjusted Rate for the Series B Notes so determined shall not be more than one hundred twenty per cent (120%), nor less than eighty per cent (80%), of 75% of the Interest Index, but, in any event, the rate which would, in its best judgment, enable the Underwriter to remarket the Notes on the next succeeding Rate Adjustment Date at the Purchase Price. The Underwriter shall disseminate such Adjusted Rate on the Munifacts Wire on the date it is determined and also shall give telephonic notice (subsequently confirmed by written notice) to the City and the Paying Agent of such Adjusted Rate. If the Underwriter for any reason fails to determine the Adjusted Rate, or if a court finds the method of determining the Adjusted Rate set forth above to be unenforceable, the Adjusted Rate for the Series B Notes shall be 80% of the Interest Index as of each Rate Adjustment Date.

NOTWITHSTANDING THE FOREGOING, THE ADJUSTED RATE SHALL NOT EXCEED THE LESSER OF 12% OR THE MAXIMUM RATE PERMITTED BY APPLICABLE LAW.

Notwithstanding the foregoing, if the City fails to pay interest on the Notes on any Interest Payment Date and such failure continues for a period of five Business Days, all Notes shall become due and payable ten Business Days following the end of such grace period, provided that such grace period shall not apply to the Payment of interest on the Notes due upon the maturity of the Notes. Notice of such acceleration of maturity of the Notes shall be given by the City which notice shall specify the date on which all Notes shall mature. Any failure to receive such notice or any defect therein shall not affect the accelerated maturity date of the Notes, all as more fully provided in the Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified, recited and declared that this Note is one of an authorized issue of City of San Diego 1985-1986 Short Term Optional Put Tax Anticipation Notes, Series B (the "Series B Notes") aggregating _____ (_____) in principal amount issued as one of four Series of City of San Diego 1985-1986 Short Term Optional Put Notes (the "Notes") aggregating Thirty-six Million Dollars (\$36,000,000) in aggregate principal amount; the Notes are all made, executed and given pursuant to and by authority of the hereinbefore described Resolution of the Council of the City authorizing the issuance and sale of this Note (the "Resolution") duly passed and adopted under and by authority of Section 92 of the Charter of the City and Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the City, does not exceed any limit prescribed by the Constitution or statutes of the State of California. Every capitalized term used herein which is not defined herein shall have the same meaning as provided therefor in the Resolution.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received for or accrued to the General Fund of the City during Fiscal Year 1985-1986. As security for the payment of the principal of and interest on the Notes, the City hereby pledges from the first property taxes to be received by the City after November 30, 1985 during or attributable to Fiscal Year 1985-86 (a) an amount equal to the sum of Thirty-six Million Dollars

(36,000,000) plus (b) an amount (net of earnings to May 30, 1986 on moneys in the Revolving Fund) equal to the aggregate amount of interest payable on the Notes from May 30, 1986 until maturity at an assumed rate of the lesser of 12% per annum or the maximum legal rate of interest (to the extent the actual interest rate cannot be determined). Such amounts shall be deposited from time to time as received by the City in the Revolving Fund. In the event that by May 30, 1986 the aggregate amount of property taxes received by the City and deposited in the Revolving Fund shall be less than the amount pledged, there shall be deposited in the Revolving Fund on May 30, 1986 from any other moneys of the City lawfully available therefor the amount of the deficiency. The moneys required to be deposited in the Revolving Fund are hereinafter called the "Pledged Revenues."

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of San Diego has caused this Note to be executed by the facsimile signature of its City Treasurer and countersigned by the the facsimile signature of the Clerk of the Council of the City, and caused its official seal or a facsimile thereof to be affixed hereto, all as of _____, 1985.

CITY OF SAN DIEGO

By _____
Conny Jamison
City Treasurer

(Seal)

Countersigned:

Charles G. Abdelnour
City Clerk

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the within-mentioned Resolution and is one of the 1985-1986 Short Term Optional Put Tax Anticipation Notes, Series B of the City of San Diego.

Date of Authentication:

_____ as Registrar

By _____ Authorized Officer

[Form of reverse side of fully registered note]

City of San Diego, California
1985-1986 Short Term Optional Put Tax
Anticipation Note, Series B

At the option of the registered owner hereof, this Note will be purchased according to the terms and subject to the conditions of that certain Contract of Purchase and Dealer Remarketing Agreement, dated as of _____, 1985 (the "Agreement"), between the City and Bank of America National Trust and Savings Association (the "Bank"), on any Rate Adjustment Date by (i) giving telephonic notice to the Paying Agent prior to 10:00 a.m. (New York City time) on the Tuesday (or if such Tuesday is not a Business Day, the next preceding Business Day) prior to such Rate Adjustment Date and (ii) delivery of this Note (with the form of Election Notice attached hereto completed) to the Paying Agent prior to 10:00 a.m. (New York City time) on such Interest Payment Date. THE OBLIGATION TO PURCHASE THIS NOTE AT THE OPTION OF THE REGISTERED OWNER HEREOF IS NOT AN OBLIGATION OF THE CITY BUT IS ONLY AN OBLIGATION OF THE BANK PURSUANT TO THE AGREEMENT. THE OBLIGATION OF THE BANK TO SO PURCHASE THIS NOTE IS NOT UNCONDITIONAL. IN THE EVENT THE BANK IS NOT OBLIGATED TO PURCHASE THIS NOTE THEN THERE IS NO OPTION OR OTHER RIGHT TO HAVE THIS NOTE PURCHASED.

This Note is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Paying Agent in New York, New York, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing Resolution, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The City and the Paying Agent may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

EXHIBIT C

CITY OF SAN DIEGO, CALIFORNIA
 1985-1986 SHORT TERM OPTIONAL PUT
 TAX ANTICIPATION NOTE
 SERIES C

REGISTERED

REGISTERED

No. _____

\$ _____

Date: _____, 1985

FOR VALUE RECEIVED, the City of San Diego (the "City"), State of California, acknowledges itself indebted to and promises to pay to _____, or registered assigns, the principal sum of _____ Dollars (\$ _____) on June 25, 1986, unless payment of this Note shall have been duly made or provided for upon acceleration of the maturity hereof, and to pay interest on the balance of said principal sum from time to time remaining unpaid from and including the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless this Note is authenticated as of a day that is an Interest Payment Date or prior to July 31, 1985, in which case it shall bear interest from such Interest Payment Date or from July 1, 1985, respectively provided, however, that if at the time of registration of this Note, interest is in default on this Note, such Note shall bear interest from the Interest Payment Date to which interest has previously been paid, or from July 1, 1985 if no interest has been paid hereon, until the principal hereof shall have become due. Interest, computed on a 365-day year basis and actual days elapsed, is payable on July 31, 1985, and on January 9, 1986 (each hereinafter referred to as an "Interest Payment Date") and at maturity (and accrued to each such date), at the Initial Rate to and including July 30, 1985 and then at an Adjusted Rate all as more fully described below, in the lawful money of the United States of America until payment in full of the principal sum. Interest paid on an Interest Payment Date shall be paid by check or draft mailed or delivered to the person in whose name this Note is registered at 10:00 a.m. (New York City time) on such Interest Payment Date.

The principal of this Note shall be payable only to the registered owner hereof upon presentation and surrender of this Note as the same shall fall due at maturity or upon acceleration at BankAmerica Trust Company of New York as Paying Agent, 40 Broad Street, 4th Floor, New York, New York 10004, Attention: Corporate Trust Administration. No

interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

The Initial Rate shall be _____% per annum. On July 31, 1985 and on January 8, 1986 the interest rate may be adjusted, effective on such dates (a "Rate Adjustment Date"), to an Adjusted Rate. An Adjusted Rate, effective on a Rate Adjustment Date for the period commencing on such Rate Adjustment Date to and including the day immediately preceding the next Rate Adjustment Date (an "Interest Period"), shall be a rate determined as follows: On July 29, 1985 and on January 6, 1986 the Underwriter, giving due regard to prevailing financial market conditions, shall determine the rate which, if borne by the Series C Notes, would, in its judgment, be the interest rate, but would not exceed the interest rate, which would enable the Underwriter to remarket the Series C Notes on the next succeeding Rate Adjustment Date with respect to the Series C Notes at the Purchase Price, as defined in that certain Contract of Purchase and Dealer Remarketing Agreement by and between the City and the Underwriter relating to the Notes (the "Agreement") and the interest rate so determined shall be the interest rate for the Interest Period commencing on July 31, 1985 and January 8, 1986 provided that, if on the date of such determination, the Underwriter holds for its own account 15% or more in aggregate principal amount of the Series C Notes, the Adjusted Rate for the Series C Notes so determined shall not be more than one hundred twenty per cent (120%), nor less than eighty per cent (80%), of 85% of the Interest Index, but, in any event, the rate which would, in its judgment, enable the Underwriter to remarket the Series C Notes on the next succeeding Rate Adjustment Date at the Adjusted Rate on the Munifacts Wire on the date it is determined and also shall give telephonic notice (subsequently confirmed by written notice) to the City and the Paying Agent of such Adjusted Rate. If Underwriter for any reason fails to determine the Adjusted Rate, or if a court finds the method of determining the Adjusted Rate set forth above to be unenforceable, the Adjusted Rate for the Series C Notes shall be 85% of the Interest Index as of each Rate Adjustment Date.

NOTWITHSTANDING THE FOREGOING, THE ADJUSTED RATE SHALL NOT EXCEED THE LESSER OF 12% OR THE MAXIMUM RATE PERMITTED BY APPLICABLE LAW.

Notwithstanding the foregoing, if the City fails to pay interest on the Notes on any Interest Payment Date and such failure continues for a period of five Business Days, all Notes shall become due and payable ten Business Days following the end of such grace period, provided that such grace period shall not apply to the payment of interest on the Notes due upon the

maturity of the Notes. Notice of such acceleration of maturity of the Notes shall be given by the City which notice shall specify the date on which all Notes shall mature. Any failure to receive such notice or any defect therein shall not affect the accelerated maturity date of the Notes, all as more fully provided in the Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified, recited and declared that this Note is one of an authorized issue of City of San Diego 1985-1986 Short Term Optional Put Tax Anticipation Notes Series C (the "Series C Notes") aggregating _____ Dollars (\$ _____) in principal amount issued as one of four series of City of San Diego 1985-1986 Short Term Optional Put Notes (the "Notes") aggregating Thirty-six Million Dollars (\$36,000,000) in aggregate principal amount; the Notes are all made, executed and given pursuant to and by authority of the resolution of the Council of the City authorizing the issuance and sale of this Note ("the "Resolution") duly passed and adopted under and by authority of Section 92 of the Charter of the City and Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the City, does not exceed any limit prescribed by the Constitution or statutes of the State of California. Every capitalized term used herein which is not defined herein shall have the same meaning as provided therefor in the Agreement.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received for or accrued to the General Fund of the City during Fiscal Year 1985-1986. As security for the payment of the principal of and interest on the Notes, the City hereby pledges from the first property taxes to be received by the City after November 30, 1985 during or attributable to Fiscal Year 1985-86 (a) an amount equal to the sum of Thirty-six Million Dollars (36,000,000) plus (b) an amount (net of earnings to May 30, 1986 on moneys in the Revolving Fund) equal to the aggregate amount of interest payable on the Notes from May 30, 1986 until maturity at an assumed rate of the lesser of 12% per annum or the maximum legal rate of interest (to the extent the actual interest rate cannot be determined). Such amounts shall be

deposited from time to time as received by the City in the Revolving Fund. In the event that by May 30, 1986 the aggregate amount of property taxes received by the City and deposited in the Revolving Fund shall be less than the amount pledged, there shall be deposited in the Revolving Fund on May 30, 1986 from any other moneys of the City lawfully available therefor the amount of the deficiency. The moneys required to be deposited in the Revolving Fund are hereinafter called the "Pledged Revenues."

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of San Diego has caused this Note to be executed by the facsimile signature of its City Treasurer and countersigned by the facsimile signature of the Clerk of the Council of the City, and caused its official seal or a facsimile thereof to be affixed hereto, all as of _____, 1985.

CITY OF SAN DIEGO

By _____
Conny Jamison
City Treasurer

(Seal)

Countersigned:

Charles G. Abdelnour
City Clerk

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the within mentioned Resolution and is one of the 1985-1986 Short Term Optional Put Tax Anticipation Notes, Series C of the City of San Diego.

Date of Authentication:

_____ as Registrar

By _____ Authorized Officer

[Form of reverse side of fully registered note]

City of San Diego, California 1985-1986
Short Term Optional Put Tax
Anticipation Note, Series C

At the option of the registered owner hereof, this Note will be purchased according to the terms and subject to the conditions the Agreement, on any Rate Adjustment Date by (i) giving telephonic notice to the Paying Agent prior to 10:00 a.m. (New York City time) on the Tuesday (or if such Tuesday is not a Business Day, the next preceding Business Day) prior to such Rate Adjustment Date and (ii) delivery of this Note (with the form of Election Notice attached hereto completed) to the Paying Agent prior to 10:00 a.m. (New York City time) on such Rate Adjustment Date. THE OBLIGATION TO PURCHASE THIS NOTE AT THE OPTION OF THE REGISTERED OWNER HEREOF IS NOT AN OBLIGATION OF THE CITY BUT IS ONLY AN OBLIGATION OF THE UNDERWRITER PURSUANT TO THE AGREEMENT. THE OBLIGATION OF THE UNDERWRITER TO SO PURCHASE THIS NOTE IS NOT UNCONDITIONAL. IN THE EVENT THE UNDERWRITER IS NOT OBLIGATED TO PURCHASE THIS NOTE THEN THERE IS NO OPTION OR OTHER RIGHT TO HAVE THIS NOTE PURCHASED.

This Note is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Paying Agent in New York, New York, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The City and the Paying Agent may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

EXHIBIT DCITY OF SAN DIEGO, CALIFORNIA
1985-1986
TAX ANTICIPATION NOTE

No. _____

\$ _____

Date: July 1, 1985

FOR VALUE RECEIVED, the City of San Diego (the "City"), State of California, acknowledges itself indebted to and promises to pay to bearer, the principal sum of _____ Dollars (\$ _____) with interest thereon at the rate of _____ percent (___%) per annum from the date hereof, payable on June 25, 1986, in the lawful money of the United States of America.

The principal of and interest on this Note shall be payable to the bearer hereof only upon presentation and surrender of this Note as the same shall fall due at maturity at BankAmerica Trust Company of New York as Paying Agent, 40 Broad Street, 4th Floor, New York, New York 10004, Attention: Corporate Trust Administration. No interest shall be payable for any period after maturity during which the holder hereof fails properly to present this Note for payment.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified, recited and declared that this Note is one of an authorized issue of City of San Diego 1985-1986 Tax Anticipation Notes (the "Notes") in the aggregate principal amount of Thirty-six Million Dollars (\$36,000,000); the Notes are all made, executed and given pursuant to and by authority of the resolution of the Council of the City authorizing the issuance and sale of this Note (the "Resolution") duly passed and adopted under and by authority of Section 92 of the Charter of the City and Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the City, does not exceed any limit prescribed by the Constitution

or statutes of the State of California. Every capitalized term used herein which is not defined herein shall have the same meaning as provided therefor in the Agreement.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received for or accrued to the General Fund of the City during Fiscal Year 1985-1986. As security for the payment of the principal of and interest on the Notes, the City hereby pledges from the first property taxes to be received by the City after November 30, 1985 during or attributable to Fiscal Year 1985-86 (a) an amount equal to the sum of Thirty-six Million Dollars (\$36,000,000) plus (b) an amount (net of earnings to the date of deposit on moneys in the Revolving Fund) equal to the aggregate amount of interest payable on the Notes at maturity. Such amounts shall be deposited from time to time as received by the City in the Revolving Fund. In the event that by May 30, 1986 the aggregate amount of property taxes received by the City and deposited in the Revolving Fund shall be less than the amount pledged, there shall be deposited in the Revolving Fund on May 30, 1986 from any other moneys of the City lawfully available therefor the amount of the deficiency. The moneys required to be deposited in the Revolving Fund are hereinafter called the "Pledged Revenues."

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the City of San Diego has caused this Note to be executed by the facsimile signature of its City Treasurer and countersigned by the facsimile signature of the Clerk of the Council of the City, and caused its official seal or a facsimile thereof to be affixed hereto, all as of July 1, 1985.

CITY OF SAN DIEGO

By _____
Conny Jamison
City Treasurer

(Seal)

Countersigned:

Charles G. Abdelnour
City Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within mentioned Resolution and is one of the 1985-1986 Tax Anticipation Notes, of the City of San Diego.

Date of Authentication:

BANKAMERICA TRUST COMPANY OF NEW YORK

as Paying Agent

By _____
Authorized Officer

[Form of reverse side of note]

City of San Diego, California 1985-1986
Tax
Anticipation Note,

This Note is transferable by the holder hereof by delivery as a negotiable instrument.

The City and the Paying Agent may deem and treat the holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

#20293
(A B)

Passed and adopted by the Council of The City of San Diego on JUN 24 1985,
by the following vote:

Councilmen	Yeas	Nays	Not Present	Ineligible
Bill Mitchell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Cleator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gloria McColl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Struiksma	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Gotch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dick Murphy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uvaldo Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Roger Hedgecock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AUTHENTICATED BY:

ROGER HEDGECOCK
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(Seal)

By Ellen Bovard, Deputy.

Office of the City Clerk, San Diego, California

Resolution Number R-263331 Adopted JUN 24 1985