

ORDINANCE NO. 1557

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UPLAND
REPEALING AND REPLACING UPLAND ORDINANCE NOS. 1363
(REVISED), 1382 AND 1457 ESTABLISHING MOBILE HOME RENT
REVIEW AS PART 14 OF CHAPTER 5 OF ARTICLE VI OF THE UPLAND
MUNICIPAL CODE

WHEREAS, the City Council did, on the 2nd day of December 1985, adopt Ordinance No. 1363 after hearing and publication in pursuance to the California State Laws and the Upland Municipal Code made and provided; and

WHEREAS, the City Council did, on the 18th day of August 1986, adopt Ordinance No. 1382 to revise Ordinance 1363 by renumbering and re-titling paragraphs therein; and

WHEREAS, the City Council did, on the 27th day of June 1969, adopt Ordinance No. 1457 to remove the termination date for Mobilehome Park Rent Review; and

WHEREAS, the ad hoc Mobilehome Rent Review Committee was formed in February 1992 to receive public testimony in a series of meetings for the purpose of amending, clarifying, and/or updating Mobile Home Rent Review;

NOW, THEREFORE, the Council of the City of Upland does hereby ordain:

SECTION 1. Part 14 of Chapter 5 of Article VI of the Upland Municipal Code is hereby amended to read as follows:

Part 14. MOBILE HOME RENT REVIEW

6803.01 PURPOSE. The City Council finds and declares it necessary to protect the owners and occupants of mobilehomes from unreasonable rent increases while at the same time recognizing the need of the park owners to receive a just and reasonable return on their property and rental increases sufficient to cover the increased costs of repairs, maintenance, insurance, upkeep and additional amenities.

6603.03 DEFINITIONS. For the purpose of this ordinance, the words set out in this section shall have the following meanings:

.01 "Space Rent." The consideration, demanded or received in connection with the use and occupancy of a mobilehome space in a mobilehome park, or for the transfer of a lease for park space, services and amenities, but exclusive of any amounts paid for the use of

the mobilehome dwelling unit. Also excluded are costs for water, gas and electrical charges if the dwelling unit has individual usage meters.

.03 "Mobilehome Park Owners." The owner, lessor, operator or manager of a mobilehome park within the purview of this ordinance.

.05 "Homeowner." Any person entitled to occupy a mobilehome dwelling unit pursuant to ownership thereof or a rental or lease agreement with the owner thereof.

.07 "Base Rent." The money charged for any mobilehome dwelling unit space in effect for that space on January 1, 1985, subject to the maximum permitted rent increases per annum as provided for in Section 6803.05 (.01 - .03). In the event that the space under consideration for rent review has been previously rented and the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation. This base rental is then subject to the maximum permitted rent increase as provided for in Section 6803.05 (.01 - .03)

Where a lease agreement has expired and no new lease agreement is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent.

.09 "Consumer Price Index." The consumer price index for all urban consumers (CPI-U) published for the Los Angeles - Long Beach - Anaheim Area for the year 1984, or any successor index.

.11 "Homeowners' Association." (Association) includes: A non-profit unincorporated or incorporated association with membership open to all homeowners of a particular park, duly certified as such by the City Clerk, with elected officers for a specified period of time.

.13 "Meet and Confer." The informal process whereby mobilehome park owners and association representatives meet to discuss and resolve issues, including rent increases, prior to the exercise of the right to demand arbitration.

.15 "Arbitration." The formal, binding procedure by which rental increases in excess of those permitted under this ordinance are resolved.

.17 "City Clerk." The duly appointed

city clerk for the City of Upland.

.19 "Arbitrator." A member of the American Arbitration Association selected by the procedures set forth in Subsection 6803.09.05.01.

.21 "Capital Improvement." The installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs.

6803.05 PERMITTED RENT INCREASES WITHOUT MEET AND CONFER OR ARBITRATION. A mobilehome park owner may assess a rental increase without the necessity of invoking the procedure for meet and confer or for Arbitration upon the following conditions:

.01 There have been no prior rent increases within the affected spaces of the mobilehome park for the twelve (12) month period immediately preceding the date of increase.

.03 That the rental increase assessed by the mobilehome park owner does not exceed eighty percent (80%) of the increase in the United States Department of Labor Consumer Price Index (all urban consumers) in the Los Angeles - Long Beach Metropolitan area for the preceding calendar year, up to a total increase not to exceed seven percent (7%) of the Base Rent for the affected homeowner. Provided, however, in the event that the increase in the C.P.I. shall itself exceed eight and three-quarters percent (8.75%), such permitted increase shall be seven percent (7%) plus fifty percent (50%) of the increase of the C.P.I. in excess of eight and three-quarters percent (8.75%)

.05 Existing leases containing rental provisions between the mobile home park and the homeowner or, the person in possession of the residence of the homeowner, the term of which is in force as of the date of this ordinance and any rental agreement which is exempt from any ordinance, rule, regulation or initiative measure adopted by the City of Upland establishing a maximum amount that the mobile home park may charge a tenant for rent in pursuance to subsection (1) of Section 798.17 of the Civil Code of the State of California as it is now proposed and as may be amended from time to time.

.07 Each space's proportional share of:

.001 An increase due under a valid existing land lease, binding upon the owner and tenant in existence on September 1, 1992, and/or

.002 An increase in any government imposed taxes, benefit assessments or services (city, county or state) over the fiscal year immediately last past, excluding the first year of any tax increase occasioned by a re-sale of the park, and further excluding water, sewer and refuse charges, and including but not limited to paramedic fees and/or lighting and/or landscaping assessment districts.

6803.07 RENTAL INCREASES IN EXCESS OF ORDINANCE GUIDELINES. A mobilehome park owner may make application for a rent increase in excess of the guidelines permitted by this ordinance upon appropriate application for arbitration under the provisions of subsection 6803.09.03.05 hereinafter set forth.

6803.08 PERMISSIBLE RENTAL AGREEMENTS. Nothing in this part shall operate to restrict the **RIGHT OF THE HOMEOWNER AND/OR PROSPECTIVE HOMEOWNER AND MOBILEHOME PARK OWNER TO ENTER INTO AN AGREEMENT IN ACCORDANCE WITH CIVIL CODE 798.17**. Pursuant to Civil Code 798.17(c) the homeowner and/or prospective homeowner shall have the right to reject the offered rental agreement and accept a rental agreement for twelve (12) months or less, including a month-to-month agreement. No mobilehome park owner may request directly or indirectly that as a condition to the continued tenancy for an existing tenant of said park, or a new tenancy for a prospective homeowner, in said park, that said tenants sign a lease or rental agreement for a term in excess of one year which has been reviewed and rejected by the homeowner and/or prospective homeowner.

No prospective homeowner or purchaser shall be charged by the park owner a rental fee for the space which he proposes to rent on a lease of one year or less, in excess of the increased rental allowed under Section 6803.15 of the Upland Municipal Code.

I, the homeowner, have been presented a copy of the Upland Mobilehome Rent Review Ordinance this _____ day of _____ in the year _____. Signed:

6803.09 REQUEST FOR ADDITIONAL RENT INCREASES.

.01 in order to implement a rent increase in excess of the guidelines of Section 6803.07 hereof, the mobilehome park owner must file with the Association a sixty (60) day written notice of a proposed rent schedule on a form approved by the city council. The rent schedule shall show the existing and proposed rents for each space. The mobilehome park owner shall serve each affected homeowner, either personally or by Nail, with said sixty (60) day written notice of the proposed increase in accordance with California Civil Code, Section 798.30, or its successor, and in addition, with notice that a request for approval of said increase is being filed with the city Clerk. The mobilehome park owner shall file proof of service with the City Clerk concurrent with the filing of the rent increase request.

.03 Within ten (10) days of such notification, the city Clerk shall mail written notice to the homeowners association at its address specified in its certification and the owners of the mobilehome park specifying the proposed rent increase setting a place, date and time for the holding of a meet and confer session on the subject of the proposed rent increase. If the meet and confer session results in an agreement between the mobilehome park owner and the association as to the amount for the proposed rent increase, the rent schedule agreed upon shall be submitted to the City Clerk, setting forth the agreed upon rent schedules and executed by the parties to be affected by such revised schedule. The meet and confer proceeding shall be conducted according to the following rules and procedures:

6803.09.03.01 The session shall be conducted by the chair of the association and the authorized representative of the park owner.

.03 The proceeding shall be an informal, non-binding proceeding for the purpose of reaching agreement as to the amount of the proposed rent increase.

.05 Any party, i.e., homeowners association or park owner, unsatisfied with the result of the meet and confer proceeding may, within ten (10) days of the date of such meeting, file a written request for formal arbitration. The request is to be filed with the office of the City Clerk between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

.07 The party requesting arbitration shall have the burden of proof at the hearing. Such burden shall be satisfied if the party proves their case by a

preponderance of the evidence.

6803.09.05 If arbitration is requested the following procedures shall be used:

.01 Immediately upon notice of a request for arbitration, the City Clerk shall secure a list of three (3) arbitrators available to serve in this matter. The list shall be mailed to each Participating association who shall be entitled to strike one name from the list, returning the list to the City Clerk showing the name of the person removed from the list. The name remaining shall be the arbitrator. If both parties strike the same name from the list, the Clerk shall select the arbitrator from the remaining names.

.03 Within a period of thirty (30) days following the selection of an arbitrator, a hearing shall be held for the presentation of evidence as to the propriety and/or reasonableness of the subject rent increase. Written notice of the time and place of the hearing shall be given to the parties thereto not less than twenty (20) days prior to the hearing. The notice shall be given by personal delivery or by depositing in the United States mail directed to the addresses on file with the Clerk. A reasonable continuance, not to exceed thirty (30) days may be granted by stipulation of the parties or at the discretion of the arbitrator.

.05 Each party shall file with the arbitrator and serve copies on the opposing party no less than seven (7) days prior to the arbitration all documentary evidence that party intends to introduce into evidence at the time of hearing. Failure to file such documentary evidence under this schedule shall preclude the use of such documents at the hearing except as otherwise stipulated to by the parties, or as permitted by the arbitrator.

.07 In the consideration of the reasonableness of a proposed rent increase, the arbitrator shall consider all relevant factors in determining whether such increase yields a just and reasonable return on the mobilehome park owner's property, to include, but shall not be limited to the following:

6803.09.07.01 Changes in the Consumer Price Index

.02 The Voluntary Pay and Price Standards promulgated by the President of the United States or any other lawfully established state or federal government wage and price guideline.

.03 The rent lawfully charged for comparable mobilehome spaces in the Inland Empire of Western San Bernardino County.

.04 The length of time since the last rent increase for the mobilehome space or spaces in the subject park.

.05 The arbitrator shall specify that an increase in rent or a portion of an increase in rent granted be limited to the length of time necessary to allow the park owner to reasonably amortize the cost of a capital improvement, including interest. Such increase granted as a result of the capital improvement shall not continue beyond the time necessary for reasonable amortization of the cost of such improvement.

.07 Changes in the rent paid by the park owner for the lease on which the subject mobilehome park is located.

.08 Changes in the utility charges for the subject mobilehome park paid by the park owner and the extent, if any, of reimbursement from the homeowners.

.09 Changes in reasonable operating and maintenance expenses.

.10 The need for repairs caused by circumstances other than ordinary wear and tear not covered by owner's insurance.

.11 The amount and quality of services provided by the park owner to the affected homeowner.

.12 Any existing written lease lawfully entered into between the park owner and other homeowners in the park.

.13 The present market value of the mobilehome park owner's property.

.14 The investment of the park owner in the subject park property.

6803.09.09 At the hearing:

.01 The parties may offer any testimony, documents, written declarations or other evidence that is relevant to the subject of the hearing.

.02 The parties may have assistance in presenting evidence or in setting forth by argument their

position, from an attorney or such other person as may be designated by said parties; provided, however, that each party may have only one (1) such spokesperson at the hearing.

.03 In the event either party should fail to appear, the Arbitrator may hear and review such evidence as may be presented and make such decisions as if both parties were present.

.04 All testimony shall be taken and all documentary evidence shall be submitted under penalty of perjury according to the laws of the State of California.

.05 It need not be conducted according to the technical rules relating to evidence and witnesses, as applicable in courts of law. To be admissible, evidence shall be of the type on which responsible persons are accustomed to rely in the conduct of serious affairs. A full and fair hearing shall be accorded to the parties to the hearing.

.06 The proceedings shall be tape recorded. Any party who desires that the proceedings be recorded stenographically shall make arrangements with the City Clerk at least five (5) days before the hearing. Any transcripts prepared by a reporter at the party's request shall be at his or her expense, and the original shall be filed with the city Clerk. If the party makes a request for a transcript of the tape recording at the time of or after the hearing, he or she shall make arrangements to copy the official tape recording with the City Clerk. All expenses incurred for the transcript will be borne by the requesting party.

.07 Any person may be excluded during the hearing by the Arbitrator if that person is disruptive or otherwise interferes with the orderly conduct of the proceedings.

6803.09.11 The Arbitrator shall make a final decision within ten (10) days of the conclusion of the hearing. The written decision, including all applicable findings, shall be delivered to the City Clerk who shall mail the decision of the Arbitrator to all parties.

6803.09.13 All mobilehome rent arbitration hearings shall be open to the public.

6803.09.15 Any decision of the Arbitrator must be supported by a preponderance of the evidence.

6803.09.17 The conclusion and findings of the Arbitrator shall be final and binding on all parties, subject to review by the City Council as set forth in Section 6803.11.

6803.09.19 In the event that a final determination on the proposed rent increase is not made prior to the effective date of said increase pursuant to California Civil Code, Section 798.30, the requested increase shall, nevertheless, become temporarily effective at the option of the park owner. Should the election be made to have the temporary increase pursuant to this paragraph, the full amount of said increase which is in excess of that permitted under Section 6803.07, hereinabove, shall be placed in a segregated interest-bearing account and shall not be used for the benefit of either homeowner or park owner. Upon a final determination as to the proposed rent increase, said deposited monies, including any accrued interest, shall be distributed to the respective parties entitled thereto within ten (10) days of said final determination.

6803.09.21 Costs of arbitration shall initially be borne by the park owner. Fees for the arbitration process shall be established by resolution from time to time by the City Council to defray the costs to the City in administering this ordinance, including any attorney fees incurred by the City, and said fees shall be estimated by the City Clerk based upon said resolution and shall be advanced upon demand by the City Clerk. Any park owner failing to post his fees for arbitration, including the fees above mentioned, shall be prohibited from participating in the arbitration proceedings.

The arbitrator shall determine the portions of costs to be paid by park owner and homeowner(s) on the expenses of each arbitration. Arbitration expenses shall not include attorney's fees incurred for proceedings or, in preparation of such proceedings, by the mobilehome park owner or by the homeowner(s). Arbitration expenses shall be awarded on the basis of considering which party prevailed and the rationality of the request of each of the parties. The determination as to how much of the expenses each of the parties shall pay based upon the criteria above, shall be in the sole discretion of the arbitrator.

6803.11 REVIEW BY THE CITY COUNCIL.

.01 Conclusions and findings of the arbitrator shall be final and binding on all parties unless one of the parties appeals the decision of the arbitrator and files said appeal with the City Clerk within ten (10) days after the decision of the arbitrator is mailed to the parties.

The City Council shall hear the appeal not less than twenty (20) days nor more than thirty-five (35) days after the appeal is filed.

.03 The initial appeal filed by the appealing party shall simply state that the appealing party has elected to appeal the decision of the arbitrator and state in general language the nature of the grounds for the appeal. Within thirty (30) days after the preliminary notice of appeal, the appellant must serve and file with the respondent his proposed statement, consisting of (a) the condensed statement in narrative form of all or part of the oral proceedings and (b) a summary statement of the written evidence produced and the grounds for the appeal of the appellant setting forth which parts of the oral testimony and/or the written evidence which sustain the appellant's position. The appellant must serve and file the proposed statement on the respondent. Within twenty (20) day after service of the appellant's proposed statement, the respondent must serve and file his statement prepared in like manner as the appellant's.

.04 The arbitrator shall within five (5) days after receipt of the statement of respondent file a summary statement of the oral testimony and documentary evidence introduced in this proceeding with reference to the points raised by the statements of both appellant and respondent and shall further file with the Council all documentary evidence introduced by the parties at the hearing of the matter, including tapes or any transcript of the proceeding before the Arbitrator.

.05 The Council, at the hearing of the matter on review, shall consider all summary statements received by it, together with the documentary evidence, including tapes and/or transcripts on file with the arbitrator and shall not be obliged to hear any further testimony or argument at said hearing except argument by one representative appointed by each of the parties, each of whom shall address the evidence both documentary and oral which he or she believes sustains his or her respective position on appeal.

.06 The Council shall, upon hearing the evidence, both documentary and oral, consider whether the arbitrator's decision is supported by the preponderance of the evidence or whether the Arbitrator's decision and/or the proceeding was arbitrary, capricious, unfair or contrary to the standard set forth in this ordinance. If the Council determines that the decision was not supported by the preponderance of the evidence and/or that the decision or proceeding was arbitrary, capricious, unfair or contrary to the standard set forth in this ordinance, then the Council may grant the appeal on terms and conditions as it deems just to achieve the purpose. of

this ordinance. The decision of the Council shall be made and mailed to each of the parties within ten (10) days after the hearing, and its decision shall be final.

6803.13 REDUCTION IN SERVICES PROVIDED. No landlord shall reduce or eliminate any service in a mobilehome park or to any homeowner within any mobilehome park unless and until a proportionate share of the cost savings resulting from such reduction or elimination is passed on to the homeowner in the form of a decrease in rent.

6803.15 - INCREASE UPON SALE OR TRANSFER:

.01 The owner, operator or manager shall provide the purchaser of a mobilehome that will remain the park at the time of such purchase with a copy of this part prior to the execution of a rental agreement with said purchaser for the space in said park whether said space or the park is subject to this rent review Ordinance or not. A park owner may charge a rent increase of \$34.00 per month or seven percent (7%) of the rent in effect at the time of transfer, whichever is the greater, over the last monthly rental rate charged for a space, when ownership or occupancy of a mobilehome in the park is transferred, provided that:

.001 Transfer of ownership or occupancy for purposes of this chapter shall riot include transfers to the conservator, guardian or trustee of a homeowner, transfers to a homeowner's trust (provided that the beneficiaries entitled to ownership of the mobilehome are members of the homeowner's immediate family), transfers to a surviving spouse upon the death of the other spouse, interspousal transfers, or a transfer to the parent(s) or children of a homeowner.

.002 Removal of a mobilehome from a park for purposes of this chapter shall not include removal of a mobilehome by a homeowner already residing in a park for the purpose of replacing a mobilehome with a new or different mobilehome.

.003 After the increase provided in paragraph (1) of this subsection has been charged, the rent for that space shall thereafter be subject to regulation under all the provisions of Part 14 of Chapter 5 of Article VI of the Municipal Code and no rent increases may be charged, collected or retained except as provided in this said Part 14. For the purposes of annual increase provided in Section 6803.05, no such increase may be charged until twelve (12) months after the increase permitted by this subsection.

.004 A homeowner who intends to put a mobilehome up for sale Ray request a written statement from the park owner specifying the rent which will be charged the new

homeowner. The park owner shall provide that statement to the homeowner within fifteen (15) days of said request, which shall be deemed received by the park owner upon the date of personal delivery to the park manager or owner or the third day after deposit in the U.S. Mail, certified or registered mail return receipt requested. The statement from the park shall be deemed received by the homeowner upon the date of personal delivery to the homeowner or upon the third day after deposit in the U.S. Mail, certified or registered mail return receipt requested. The park owner shall not impose any rent higher than that set forth in that statement to a new homeowner for one hundred and twenty (120) days after the date it is provided to the homeowner. If the homeowner has not sold the mobilehome before the commitment in that statement expires, the homeowner shall have the right to obtain subsequent written statements pursuant to this subsection.

.02 No upward adjustment of rents shall be authorized by reason of increased interest or the expense resulting from the mobilehome park owner refinancing the mobilehome park if at the time owner refinanced, the owner could reasonably have foreseen that such increased expenses could not be covered by the rent schedule in existence except where such refinancing is reasonable, is needed for the owner to make capital improvements, or where such refinancing is required under the terms of the existing loan or mortgage. A park owner may negotiate with his association for a passthrough for capital costs. If agreement cannot be reached, request to the city clerk for arbitration is allowed.

.03 No upward adjustment of rents shall be authorized because of the owner's increased or other expenses resulting from a sale of the park, if at the time the owner acquired the park, the owner could have reasonably foreseen that such increased expenses would not be covered by the rent schedule then in effect. This section shall apply only to mobilehome parks acquired after the date of adoption of this part.

6803.17 VIOLATION.

.01 Any party aggrieved by the willful violation of any of the provisions or this ordinance may sue thereon and recover actual damages therefor, plus a civil penalty as provided herein. Any park owner or hi. agent who demands, accepts, receives or retains any payment of space rent in excess of the maximum lawful space rent, in violation of the provision of this ordinance or any rule, regulation or order hereunder promulgated, shall be liable as hereinafter provided to the homeowner from whom such payments are demanded, accepted, received or retained, for damages as a civil penalty in an amount of five hundred dollar. (\$500.00) of three (3) times the amount by which the payment so demanded, accepted, received or retained exceeds

the maximum lawful space rent, whichever is greater. The owner is also liable to the homeowner for any such payments actually collected and refunded, if any, plus interest from the date received, reasonable attorney's fees, and costs as determined by the court.

.02 The fact of any willful violation of this ordinance may be used by the aggrieved homeowner as a defense to any action for unlawful detainer based on non-payment of rent.

.03 Any willful violation of this ordinance shall be a misdemeanor and shall be punishable by a fine of not more than \$500.00 or by imprisonment in the County Jail for a period not exceeding six (6) months or by both such fine and imprisonment. Each continuing day of violation shall be deemed to be a separate violation.

6803.19 TERMINATION. The provisions of this ordinance will continue in effect and shall be valid and binding upon all parties affected thereby until these provisions are amended or revoked by a legislative enactment of the city council of the City of Upland.

6803.21 APPLICABILITY.

.01 The provisions of this ordinance shall apply to any mobilehome park within the City of Upland.

.02 None of the provisions of this ordinance shall prohibit any tenant of a mobilehome park from entering into a written lease with the owner of said park which, by its terms, provides for rental increases different than would be allowed by this ordinance.

.03 Each park shall have a separate homeowner's association. Within thirty (30) days after the enactment of this ordinance and the commencement of each new term of the officers, said association shall file a statement under penalty of perjury with the City Clerk specifying the date of the election, the number of homeowners voting for the officers representing them and such other matters as the City Clerk may deem necessary for the purpose of identifying said association as being truly representative of the homeowners in said park. If it appears that a majority of the homeowners elected the officers and the association duly represents the majority of the homeowners of the particular mobile home park, the City Clerk shall certify said homeowners' association and the officers thereof as the then duly authorized representatives of a particular mobilehome park. The certification shall set forth the address to which all notices of the association must be given. After certification is given to the organization, the certification shall continue unless it

becomes apparent to the City Clerk that the organization no longer represents the homeowners of the park and/or the homeowners' organization files a statement changing the representation. A statement shall further be filed with the City Clerk at the commencement of the term of each of the officers to the end that the City Clerk has on file a list of the current officers of the organization at all times.

S E C T I O N 2: SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid, it shall be deemed a separate, distinct and an independent provision, and such decision shall not affect the validity of the remaining portions thereof.

S E C T I O N 3:

The Mayor shall sign this Ordinance and the City Clerk shall attest to the same, and the City Clerk shall cause the same to be published within fifteen (15) days after its passage, at least once in a newspaper of general circulation in the city of Upland.

MAYOR OF THE CITY OF UPLAND

ATTEST:

CITY CLERK OF THE CITY OF UPLAND

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
CITY OF UPLAND

I, Sheryll Schroeder, City Clerk in and for the City of Upland, do hereby certify that the foregoing Ordinance No.1557 of said City was introduced at a regular meeting of said Council held on the 14th day of September 1992, and passed thereafter on the 28th day of September, 1992, by the following vote:

AYES: Councilmembers Estes, McDonough, McGilloway and Mayor Nolan,

NAYS: Councilmember Thomas

ABSENT: None

CITY CLERK OF THE CITY OF UPLAND

APPROVED AS TO FORM:

DONALD E. MARONEY, CITY ATTORNEY

DATE: SEPTEMBER 28, 1992