CITY COUNCIL MEETING
OF THE
CITY OF PARLIER &
THE PARLIER SUCCESSOR AGENCY

"MEETING AGENDA"

DATE: Wednesday, April 01, 2015
TIME: 6:30 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA. 93648

I. CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Raul Villanueva, Councilwoman Diane Maldonado, Councilwoman Yolanda Padilla, Councilman Juan Montaño, City Clerk Dorothy Garza.

Flag Salute: *Mayor Alma M. Beltran*

Invocation:

II. ADDITIONS/DELETIONS TO THE AGENDA:

III. PRESENTATIONS/INFORMATIONAL:

IV. PUBLIC COMMENTS: PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five(5) minutes.

V. CONSENT CALENDAR: These matters are routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested; in which case, the item will be removed from the Consent Calendar for separate action. Prior to action on the Consent Calendar, the public will be given the opportunity to comment on any consent calendar item.

A. Approve the Check Reports dated March 12 - 25, 2015.

B. Approve the City Council Minutes dated March 18, 2015.

C. Dispatch Agreement with Fresno County Sheriff's Department.

VI. DEPARTMENT REPORTS:

A. POLICE DEPARTMENT:

1. **SUBJECT:** City Council to approve request by Chief of Police to surplus old office furniture and antiquated police equipment, pursuant to Parlier Municipal Code Section 3.04.070.

   RECOMMENDATION: Staff recommends City Council approve the request by the Chief of Police to surplus old office furniture and outdated police equipment/computers/radios.

2. **SUBJECT:** Request City Council to approve the finance director to allocate additional funding to Police Department for office cubicles.

   RECOMMENDATION: Staff recommends City Council give direction to the Finance Department to reallocate funds to the Police Department for the purposes of purchasing office cubicles.

B. ADMINISTRATION DEPARTMENT:

1. **SUBJECT:** Resolution No. 2015-03 of the Successor Agency to the Redevelopment Agency of the City of Parlier requesting direction to undertake proceedings for the issuance of Tax Allocation refunding bonds to refund certain outstanding obligations of the former Redevelopment Agency of the City of Parlier, approving the issuance of such refunding bonds and the execution and delivery of an indenture of trust and Escrow Instructions and providing other matters relating to the issuance of the refunding Bonds.

   RECOMMENDATION: Approve the attached legal documentation to proceed with the refinancing of the Prior Bonds.

2. **SUBJECT:** Per Diem.

   RECOMMENDATION: Staff recommends the Parlier City Council approve Resolution No. 2015-___, Setting Per Diem Rate.

3. **SUBJECT:** Senior Center Marketing.

   RECOMMENDATION: Accept the Proposal from Nick Lotta; and authorize the City Manager to execute all documents pertaining to Nick Lotta's marketing proposal.

4. **SUBJECT:** Stipends paid to City Council Members and City Clerk.

RECOMMENDATION: Direct staff to update Parlier Municipal Code §2.04.012, to conform with current compensation levels and the legal requirements for the City Council and City Clerk and begin the ordinance adoption process.

5. **SUBJECT:** Unsolicited Proposal from Alfonso & Elida Padron Reduce Violent Crime Project

RECOMMENDATION: Direct staff on how to proceed with the proposal received.

6. **SUBJECT:** YCA Physical and Wellness Program.

RECOMMENDATION: Authorize the City of Parlier to make changes to the 741 Tulare Street property and 745 Tulare Street side property.

1. Add "YCA OFFICE" to building
2. Add a sign to the property near Newmark
3. Turn open area into multi sports field

7. **SUBJECT:** Sustainable Energy Roadmap (SER)

RECOMMENDATION: Direct staff to participate in Sustainable Energy Roadmap (SER) program.

C. GRANTS DEPARTMENT:

1. **SUBJECT:** Operating agreement between City of Parlier and Fresno Police Department Chaplaincy. Budget Modification to Cal-Grip 818-13.

RECOMMENDATION: It is recommended the City Council approve the Operating Agreement and authorize the City Manager to sign.

VII. COUNCIL COMMUNICATIONS/COMMENTS:

VIII. ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at from counter at City Hall and at the Parlier Library located at 1130 E. Parlier Avenue, Parlier, CA. during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that eh City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.

AGENDA ITEM: I

COUNCIL REPORT

I. CALL TO ORDER/WELCOME:

1. Roll Call: Mayor Alma M. Beltran; Mayor Pro-Tem Raul Villanueva; Councilman, Juan Montaño; Councilwoman, Yolanda Padilla; Councilwoman Diane Maldonado

2. Flag Salute: Mayor Alma M. Beltran.

3. Invocation:

AGENDA ITEM: II

COUNCIL REPORT

II. ADDITIONS/DELETIONS TO THE AGENDA:

AGENDA ITEM: III

COUNCIL REPORT

III. PRESENTATIONS/INFORMATIONAL:

AGENDA ITEM: IV

COUNCIL REPORT

IV. PUBLIC COMMENTS:

PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW.

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AGENDA ITEM: V

COUNCIL REPORT

CONSENT CALENDAR:

A. Approve the Check Reports dated March 12 - 25, 2015.

B. Approve the City Council Minutes dated March 18, 2015.

C. Dispatch Agreement with Fresno County Sheriff's Department.

V-A

Check Report

CITY OF PARLIER

By Check Number

Date Range: 03/12/2015 - 03/25/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
CEN01	CSJVRMA	03/16/2015	Regular	0.00	56,616.00	40443

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
RMA-2015-0804	Invoice	03/16/2015	14/15 4TH QUARTER WC	0.00	56,616.00

Account Number	Account Name	Item Description	Distribution Amount
100-5100-5015	WORKERS COMP	14/15 4TH QUARTER WC	842.45
100-5400-5015	WORKERS COMP	14/15 4TH QUARTER WC	12,455.52
100-5620-5015	WORKERS COMP. REC	14/15 4TH QUARTER WC	1,560.34
100-5700-5015	WORKERS COMP	14/15 4TH QUARTER WC	1,255.74
160-5400-5015	WORKERS COMP	14/15 4TH QUARTER WC	1,415.35
173-5400-5015	WORKERS COMP	14/15 4TH QUARTER WC	566.16
203-5600-5015	WORKERS COMP	14/15 4TH QUARTER WC	990.79
400-5200-5015	WORKERS COMP - ADM	14/15 4TH QUARTER WC	1,940.80
400-5300-5015	WORKERS COMP. FIN.	14/15 4TH QUARTER WC	4,148.25
400-5600-5015	WORKERS COMP - P.W.	14/15 4TH QUARTER WC	8,085.16
400-5620-5015	WORKERS COMP - REC.	14/15 4TH QUARTER WC	1,539.96
401-5100-5015	WORKERS COMP	14/15 4TH QUARTER WC	1,075.92
401-5200-5015	WORKERS COMP	14/15 4TH QUARTER WC	2,275.96
401-5300-5015	WORKERS COMP	14/15 4TH QUARTER WC	3,887.82
401-5600-5015	WORKERS COMP	14/15 4TH QUARTER WC	7,609.19
402-5300-5015	WORKERS COMP	14/15 4TH QUARTER WC	2,377.87
402-5300-5015	WORKERS COMP	14/15 4TH QUARTER WC	1,140.81
602-8100-5015	WORKERS COMP	14/15 4TH QUARTER WC	3,447.91

	Void	03/16/2015	Regular	0.00	0.00	40444
FAS00	FASTENAL COMPANY	03/16/2015	Regular	0.00	793.51	40445

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
CAREE25952	Invoice	03/11/2015	STREETS ER. LIGHTS	0.00	305.29
CAREE25977	Invoice	03/11/2015	CITY YARD SUPPLIES	0.00	60.47
CAREE25992	Invoice	03/11/2015	CITY YARD SUPPLIES	0.00	16.16
CAREE26021	Invoice	03/11/2015	MILTON LIFT STATION	0.00	17.02
CAREE26022	Invoice	03/11/2015	MILTON LIFT STATION	0.00	104.29
CAREE26037	Invoice	03/11/2015	MANNING LIGHTS	0.00	290.28

Account Number	Account Name	Item Description	Distribution Amount
200-5600-6002	PARTS SUPPLIES	STREETS ER LIGHTS	305.29
100-5600-6002	PARTS SUPPLIES	CITY YARD SUPPLIES	60.47
100-5600-6002	PARTS SUPPLIES	CITY YARD SUPPLIES	16.16
401-5600-6002	PARTS SUPPLIES	MILTON LIFT STATION	17.02
401-5600-6002	PARTS SUPPLIES	MILTON LIFT STATION	104.29
200-5600-6002	PARTS SUPPLIES	MANNING LIGHTS	290.28

COU04	FRESNO COUNCIL OF GOVERNM	03/16/2015	Regular	0.00	931.04	40446

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
MJHEU-01	Invoice	03/16/2015	PROGRESS PAYMENT	0.00	931.04

Account Number	Account Name	Item Description	Distribution Amount
100-5700-6520	PROFESSIONAL SERVICES	PROGRESS PAYMENT	931.04

G&K00	G & K SERVICES INC.	03/16/2015	Regular	0.00	310.28	40447

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
1258103831	Invoice	03/16/2015	UNIFORM SERVICE		0.00	310.28	
	100-5200-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE		8.39		
	100-5617-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		11.10		
	400-5600-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		44.12		
	400-5600-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		123.33		
	401-5600-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		123.34		
GRIFG	GRIZZLY CONSTRUCTION INC.		03/16/2015	Regular	0.00	3,953.29	40448
1506-01	Invoice	03/16/2015	POTHOLE/FRESNO & TULARE		0.00	3,953.29	
	400-5600-6542	CONTRACT SERVICES	POTHOLE/FRESNO & TULARE		3,953.29		
LAN01	LAND USE ASSOCIATES		03/16/2015	Regular	0.00	2,420.00	40449
JAN 2015	Invoice	03/16/2015	SPR NO. 14-07 MAXCO		0.00	2,420.00	
	100-5700-6520	PROFESSIONAL SERVICES	SPR NO. 14-07 MAXCO		2,420.00		
RIP01	REEDLEY IRRIGATION & SUPP		03/16/2015	Regular	0.00	49.10	40450
1049352	Invoice	03/11/2015	WATER WELL #2		0.00	49.10	
	400-5600-6002	PARTS & SUPPLIES	WATER WELL #2		49.10		
VAL0L	VALLEY IRON, INC.		03/16/2015	Regular	0.00	1,123.38	40451
556490	Invoice	03/11/2015	W.W.T.P SUPPLIES		0.00	41.13	
	401-5600-6002	PARTS SUPPLIES	W.W.T.P SUPPLIES		41.13		
556574	Invoice	03/11/2015	W.W.T.P SUPPLIES		0.00	1,082.25	
	401-5600-6002	PARTS SUPPLIES	W.W.T.P SUPPLIES		1,082.25		
WEC00	WECO SUPPLY COMPANY INC.		03/16/2015	Regular	0.00	39.60	40452
912444	Invoice	03/11/2015	CITY YARD SUPPLIES		0.00	33.60	
	100-5600-6002	PARTS SUPPLIES	CITY YARD SUPPLIES		33.60		
912757	Invoice	03/11/2015	CITY YARD SUPPLIES		0.00	6.00	
	100-5600-6002	PARTS SUPPLIES	CITY YARD SUPPLIES		6.00		
YAM01	YAMABE & HORN ENGINEERING INC.		03/16/2015	Regular	0.00	8,897.50	40453
32973	Invoice	03/11/2015	GIS BASE MAP CONTROL		0.00	2,107.50	
	100-5600-7003	OFFICE EQUIP./GIS BASE	GIS BASE MAP CONTROL		2,107.50		
32974	Invoice	03/11/2015	WATER METER PROJECT		0.00	1,980.00	
	400-5600-6519	ENGINEERING FEES	WATER METER PROJECT		1,980.00		
32976	Invoice	03/11/2015	PRLR 14 GEN FUND P.W.		0.00	80.00	
	100-5600-6519	ENGINEERING FEES	PRLR 14 GEN FUND P.W.		80.00		
32977	Invoice	03/11/2015	PAVEMENT MANAGEMENT		0.00	120.00	
	200-5600-7001	Management Program	PAVEMENT MANAGEMENT		120.00		
32978	Invoice	03/11/2015	GENERAL WATER		0.00	112.50	
	400-5600-6519	ENGINEERING FEES	GENERAL WATER		112.50		
32979	Invoice	03/11/2015	PRLR 14 SEWER FUND		0.00	1,256.25	
	401-5600-6519	ENGINEERING FEES	PRLR 14 SEWER		1,256.25		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
32981	Invoice	03/11/2015	PUBLIC WORKS BLDG.		0.00	540.00	
	100-5600-6519		ENGINEERING FEES	PUBLIC WORKS BLDG.		540.00	
32984	Invoice	03/11/2015	PRLR CID STRUCTURE		0.00	207.50	
	100-5600-6519		ENGINEERING FEES	PRLR CID STRUCTURE		207.50	
32986	Invoice	03/11/2015	PRLR PAZ PROPERTY		0.00	160.00	
	100-5600-6519		ENGINEERING FEES	PRLR PAZ PROPERTY		160.00	
32991	Invoice	03/11/2015	PRLR WATER PLATS		0.00	160.00	
	400-5600-7001		CAPITAL EQUPMENT	PRLR WATER PLATS		160.00	
38980	Invoice	03/11/2015	STREET FUND		0.00	86.25	
	200-5600-6519		ENGINEERING FEES	STREET FUND		86.25	
38985	Invoice	03/11/2015	PRLR 2015 STREETS CIP		0.00	1,080.00	
	200-5600-6519		ENGINEERING FEES	PRLR 2015 STREETS CIP		1,080.00	
38989	Invoice	03/11/2015	PRLR AHSC GRANT		0.00	1,007.50	
	100-5600-6519		ENGINEERING FEES	PRLR AHSC GRANT		1,007.50	
BEL03	ALMA M. BELTRAN		03/17/2015	Regular	0.00	770.00	40454
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APRIL 10-16	Invoice	03/17/2015	COG ONE VOICE		0.00	770.00	
	100-5100-6503		TRAVEL, MEETINGS & TR	COG ONE VOICE		770.00	
DEL00	DE LAGE LANDEN FINANCIAL		03/17/2015	Regular	0.00	3,229.40	40455
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
44976818	Invoice	03/17/2015	LEASE PYMT COPIERS		0.00	3,229.40	
	100-5200-6520		PROFESSIONAL SERVICES	LEASE PYMT COPIERS		605.18	
	100-5200-6520		PROFESSIONAL SERVICES	LEASE PYMT COPIERS		83.73	
	100-5400-6520		PROFESSIONAL SERVICES	LEASE PYMT COPIERS		655.99	
	100-5615-6520		PROFESSIONAL SERVICES	LEASE PYMT COPIERS		120.80	
	100-5700-6520		PROFESSIONAL SERVICES	LEASE PYMT COPIERS		122.95	
	269-6303-6520		PROFESSIONAL SERVICES	LEASE PYMT COPIERS		851.11	
	400-5300-6541		LEASE CONTRACTS	LEASE PYMT COPIERS		333.33	
	400-5600-6541		LEASE CONTRACTORS	LEASE PYMT COPIERS		61.49	
	401-5300-6541		LEASE CONTRACTORS	LEASE PYMT COPIERS		333.33	
	401-5600-6541		LEASE CONTRACTORS	LEASE PYMT COPIERS		61.49	
MAL01	DIANE MALDONADO		03/17/2015	Regular	0.00	448.24	40456
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APRIL 9-10	Invoice	03/17/2015	REALIGNMENT CONF.		0.00	448.24	
	100-5100-6503		TRAVEL, MEETINGS & TR	REALIGNMENT CONF.		448.24	
DEL21	HILDA DE LA FUENTE		03/17/2015	Regular	0.00	120.00	40457
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APRIL 9-10	Invoice	03/17/2015	REALIGNMENT CONF		0.00	120.00	
	100-5200-6503		TRAVEL, MEETINGS & TR	REALIGNMENT CONF		120.00	
LAR03	ISRAEL LARA JR.		03/17/2015	Regular	0.00	770.00	40458
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APRIL 10-16	Invoice	03/17/2015	COG ONE VOICE		0.00	770.00	
	100-5100-6503		TRAVEL, MEETINGS & TR	COG ONE VOICE		770.00	
MON15	JUAN MONTANO		03/17/2015	Regular	0.00	779.57	40459

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
APRIL 19-22	Invoice	03/17/2015	CAL ED 35 ANNUAL CONF.		0.00	779.57	
	100-5100-6503	TRAVEL, MEETINGS & TR	CAL ED 35 ANNUAL CONF.		779.57		
MON15	JUAN MONTANO		03/17/2015	Regular	0.00	448.24	40460
APRIL 9-10	Invoice	03/17/2015	REALIGNMENT CONF		0.00	448.24	
	100-5100-6503	TRAVEL, MEETINGS & TR	REALIGNMENT CONF		448.24		
LEA01	LEAGUE OF CALIFORNIA CITIES		03/17/2015	Regular	0.00	75.00	40461
7336	Invoice	03/17/2015	DIVISION DINNER 2-15		0.00	75.00	
	100-5100-6503	TRAVEL, MEETINGS & TR	DIVISION DINNER 2-15		75.00		
VIL0K	VILLANUEVA, RAUL		03/17/2015	Regular	0.00	770.00	40462
APRIL 10-16	Invoice	03/17/2015	COG ONE VOICE		0.00	770.00	
	100-5100-6503	TRAVEL, MEETINGS & TR	COG ONE VOICE		770.00		
PAD07	YOLANDA PADILLA		03/17/2015	Regular	0.00	779.57	40463
APRIL 19-22	Invoice	03/17/2015	CAL ED 35 ANNUAL CONF.		0.00	779.57	
	100-5100-6503	TRAVEL, MEETINGS & TR	CAL ED 35 ANNUAL CONF.		779.57		
AT&02	A T & T MOBILITY		03/18/2015	Regular	0.00	426.56	40464
287250673255X0	Invoice	03/18/2015	WIRELESS PHONES/ PD		0.00	426.56	
	100-5400-6510	TELEPHONE/DATA/PAGE	WIRELESS PHONES/ PD		426.56		
AUT01	AUTO ZONE		03/18/2015	Regular	0.00	83.53	40465
3758812856	Invoice	03/18/2015	P.D. SUPPLIES		0.00	83.53	
	100-5400-6532	VEHICLE MAINTENANCE	P.D. SUPPLIES		83.53		
CEN17	CENTRAL VALLEY PRESORT. I		03/18/2015	Regular	0.00	227.27	40466
20178267	Invoice	03/18/2015	FORMS - PD		0.00	227.27	
	100-5400-6002	PARTS SUPPLIES	FORMS - PD		227.27		
CEN06	CENTRAL VALLEY TOXICOLOGY		03/18/2015	Regular	0.00	156.00	40467
234766	Invoice	03/18/2015	DRUG SCREEN/ PD		0.00	78.00	
	100-5400-6544	LAB ANALYSIS & TESTING	DRUG SCREEN/ PD		78.00		
234767	Invoice	03/18/2015	DRUG SCREEN/ PD		0.00	78.00	
	100-5400-6544	LAB ANALYSIS & TESTING	DRUG SCREEN/ PD		78.00		
D &00	D & D SERVICES, INC.		03/18/2015	Regular	0.00	195.00	40468

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
88510	Invoice	03/18/2015	ANIMAL DISPOSAL 2-15		0.00	195.00	
	100-5410-6021	ANIMAL DISPOSAL	ANIMAL DISPOSAL 2-15		195.00		
DIA11	DIAMOND COMMUNICATIONS, I		03/18/2015	Regular	0.00	775.00	40469
195726	Invoice	03/18/2015	COOLING CENTER UNIT		0.00	655.00	
	100-5617-6520	PROFESSIONAL SERVICES	COOLING CENTER UNIT		655.00		
196271	Invoice	03/18/2015	COOLING CTR SEC FEB		0.00	40.00	
	100-5617-6520	PROFESSIONAL SERVICES	COOLING CTR SEC FEB		40.00		
196273	Invoice	03/18/2015	COOLING CTR APR SER		0.00	80.00	
	100-5617-6520	PROFESSIONAL SERVICES	COOLING CTR APR SER		80.00		
DRU10	DRUMRIGHT'S OFFICE SUPPLY		03/18/2015	Regular	0.00	1,471.61	40470
1030147-001	Invoice	03/18/2015	FILE CABINETS/ PD		0.00	1,038.72	
	100-5400-7003	OFFICE EQUIP.	FILE CABINETS/ PD		1,038.72		
1030147-002	Invoice	03/18/2015	TASK CHAIR/ P.D.		0.00	432.89	
	100-5400-7003	OFFICE EQUIP.	TASK CHAIR/ P.D.		432.89		
FRE13	FRESNO COUNTY TREASURER		03/18/2015	Regular	0.00	19,038.78	40471
SO12393	Invoice	03/18/2015	DISPATCHING SERVICES 3-15		0.00	18,623.56	
	100-5400-6520	PROFESSIONAL SERVICES	DISPATCHING SERVICES 3-15		18,623.56		
SO12394	Invoice	03/18/2015	RMS/JMS FEES 2-15		0.00	175.22	
	100-5400-6520	PROFESSIONAL SERVICES	RMS/JMS FEES 2-15		175.22		
SO12423	Invoice	03/18/2015	PRISONER PROCESSING		0.00	240.00	
	100-5400-6520	PROFESSIONAL SERVICES	PRISONER PROCESSING		240.00		
GIE01	GIERSCH & ASSOCIATES,INC.		03/18/2015	Regular	0.00	10,747.75	40472
315-2245	Invoice	03/18/2015	ACADEMY & 5TH INT.		0.00	2,065.00	
	218-5600-6520	PROFESSIONAL SERVICES	ACADEMY & 5TH INT.		2,065.00		
315-2246	Invoice	03/18/2015	INTER MANN & ZEDK		0.00	901.70	
	219-5600-6520	PROFESSIONAL SERVICES	INTER MANN & ZEDK		901.70		
315-2247	Invoice	03/18/2015	RECONST FRESNO & TULARE		0.00	1,265.00	
	206-5600-6520	PROFESSIONAL SERVICES	RECONST FRESNO & TULARE		1,265.00		
315-2248	Invoice	03/18/2015	MANNING & PROGRESS		0.00	2,669.95	
	200-5600-6520	PROFESSIONAL SERVICES	MANNING & PROGRESS		2,669.95		
315-2249	Invoice	03/18/2015	STREETS GENERAL		0.00	717.50	
	203-5600-6520	PROFESSIONAL SERVICES	STREETS GENERAL		717.50		
315-2250	Invoice	03/18/2015	STREETS GENERAL		0.00	972.50	
	203-5600-6520	PROFESSIONAL SERVICES	STREETS GENERAL		972.50		
315-2251	Invoice	03/18/2015	STREETS GENERAL		0.00	247.50	
	203-5600-6520	PROFESSIONAL SERVICES	STREETS GENERAL		247.50		
315-2252	Invoice	03/18/2015	PRLR TRAFFIC ISSUES		0.00	117.50	
	203-5600-6520	PROFESSIONAL SERVICES	PRLR TRAFFIC ISSUES		117.50		
315-2258	Invoice	03/18/2015	PHASE I & II HGH DIVRS		0.00	1,459.60	
	100-5700-6520	PROFESSIONAL SERVICES	PHASE I & II HGH DIVRS		1,459.60		
315-2259	Invoice	03/18/2015	GARDNER ZED & PRLR		0.00	301.50	
	100-5700-6520	PROFESSIONAL SERVICES	GARDNER ZED & PRLR		301.50		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
315-2261	Invoice	03/18/2015	GEN ENG SERVICE		0.00	30.00	
	100-5700-6520		PROFESSIONAL SERVICES	GEN ENG SERVICE	30.00		
NAV02	JUAN NAVARRO		03/18/2015	Regular	0.00	772.20	40473
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
10036	Invoice	03/18/2015	FUEL REGULATOR & LABOR		0.00	250.56	
	100-5400-6532		VEHICLE MAINTENANCE	FUEL REGULATOR & LABOR	250.56		
11213	Invoice	03/18/2015	TIRE CHANGE & A/C		0.00	421.20	
	100-5400-6532		VEHICLE MAINTENANCE	TIRE CHANGE & A/C	421.20		
66369	Invoice	03/18/2015	PANEL LIGHTS & LABOR		0.00	100.44	
	100-5400-6532		VEHICLE MAINTENANCE	PANEL LIGHTS & LABOR	100.44		
MER01	MERZ, ANGELICA S.		03/18/2015	Regular	0.00	511.81	40474
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APRIL20-22	Invoice	03/18/2015	TRAINING REIMB.		0.00	511.81	
	100-5400-6503		TRAVEL, MEETINGS & TR	TRAINING REIMB.	511.81		
PER01	PERS RETIREMENT		03/18/2015	Regular	0.00	12,295.59	40475
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
FEB.21-MARCH6	Invoice	03/18/2015	PERS CONTRIBUTIONS		0.00	12,295.59	
	100-22104		PERS PAYABLE	PERS CONTRIBUTIONS	288.01		
	100-22104		PERS PAYABLE	PERS CONTRIBUTIONS	2,278.15		
	100-5200-5010		PERS-PENSION	PERS CONTRIBUTIONS	754.76		
	100-5400-5010		PERS-PENSION	PERS CONTRIBUTIONS	4,527.62		
	100-5610-5010		PERS-PENSION	PERS CONTRIBUTIONS	278.36		
	100-5620-5010		PERS-PENSION	PERS CONTRIBUTIONS	273.37		
	100-5700-5010		PERS-PENSION	PERS CONTRIBUTIONS	666.45		
	173-5400-5010		PERS-PENSION	PERS CONTRIBUTIONS	562.96		
	203-5600-5010		PERS-PENSION	PERS CONTRIBUTIONS	278.33		
	206-5600-5010		PERS-PENSION	PERS CONTRIBUTIONS	278.36		
	278-5400-5010		PERS PENSION	PERS CONTRIBUTIONS	509.13		
	400-5300-5010		PERS PENSION	PERS CONTRIBUTIONS	347.79		
	400-5600-5010		PERS PENSION	PERS CONTRIBUTIONS	278.36		
	401-5300-5010		PERS PENSION	PERS CONTRIBUTIONS	347.79		
	402-5300-5010		PERS PENSION	PERS CONTRIBUTIONS	347.79		
	402-5600-5010		PERS PENSION	PERS CONTRIBUTIONS	278.36		
	Void		03/18/2015	Regular	0.00	0.00	40476
MAR01	RICHARD A. DEAN		03/18/2015	Regular	0.00	275.00	40477
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
APRIL 20-22	Invoice	03/18/2015	ASSERTIVE SUPERVISION TR		0.00	275.00	
	100-5400-6503		TRAVEL, MEETINGS & TR	ASSERTIVE SUPERVISION TR	275.00		
ROB03	ROBINSON'S INTERIORS, INC.		03/18/2015	Regular	0.00	3,815.79	40478
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
01343B	Invoice	03/18/2015	CARPET INSTALLATION/ PD		0.00	3,815.79	
	100-5400-7003		OFFICE EQUIP.	CARPET INSTALLATION/ PD	3,815.79		
SHR00	SHRED-IT USA - FRESNO		03/18/2015	Regular	0.00	77.38	40479
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
9405105076	Invoice	03/18/2015	SHREDDING DOCUMENTS		0.00	77.38	
	100-5400-6000		OFFICE SUPPLIES	SHREDDING DOCUMENTS	77.38		
STA19	STATE OF CALIFORNIA		03/18/2015	Regular	0.00	175.00	40480

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payment Date / Payable Date / Account Name	Payment Type / Payable Description / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
089200	Invoice	03/18/2015	BLOOD ALCOHOL TESTING	0.00	175.00	
	100-5400-6544	LAB ANALYSIS & TESTING	BLOOD ALCOHOL TESTING	175.00		
TER01	TERMINIX PROCESSING CTR.	03/18/2015	Regular	0.00	1,120.00	40481
342799580	Invoice	03/18/2015	13237 E YOUNG/GARCIA. M	0.00	1,120.00	
	368-5700-6520	PROFESSIONAL SERVICES	13237 E YOUNG/GARCIA. M	1,120.00		
D&R00	D&R WHOLESALE EQUIPMENT	03/19/2015	Regular	0.00	21,103.88	40482
7632	Invoice	03/19/2015	RC 60 FORK LIFT - P.W.	0.00	21,103.88	
	100-5600-7001	CAPITAL EQUIPMENT	RC FORK LIFT - P.W.	21,103.88		
ADP00	ADP, INC.	03/23/2015	Regular	0.00	511.60	40483
451460691	Invoice	03/19/2015	PAYROLL PROCESSING 3/06	0.00	511.60	
	100-5100-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	52.93		
	100-5200-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	17.64		
	100-5400-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	220.52		
	100-5610-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	17.64		
	100-5620-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	70.57		
	100-5700-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	35.28		
	203-5600-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	8.82		
	400-5300-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	52.92		
	400-5600-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	17.64		
	401-5600-6520	PROFESSIONAL SERVICES	PAYROLL PROCESSING 3/06	17.64		
ALL02	ALLIED STARAGE CONTAINERS, INC.	03/23/2015	Regular	0.00	2,500.00	40484
S15034330	Invoice	03/23/2015	EVIDENCE EQUIPMENT	0.00	2,500.00	
	100-5400-7003	OFFICE EQUIP.	EVIDENCE EQUIPMENT	2,500.00		
AT&05	AT&T	03/23/2015	Regular	0.00	383.37	40485
888-2941 MAR	Invoice	03/19/2015	P.W. PHONE LINE	0.00	104.38	
	400-5600-6510	TELEPHONE/DATA/PAGE	P.W.PHONE LINE	52.19		
	401-5600-6510	TELEPHONE/DATA/PAGE	P.W. PHONE LINE	52.19		
MAR/CY HALL	Invoice	03/19/2015	FRESNO LINE-CITY HALL	0.00	278.99	
	100-5200-6510	TELEPHONE/DATA/PAGE	FRESNO LINE-CITY HALL	55.80		
	100-5620-6510	TELEPHONE/DATA/PAGE	FRESNO LINE-CITY HALL	55.79		
	100-5700-6510	TELEPHONE/DATA/PAGE	FRESNO LINE-CITY HALL	55.80		
	400-5300-6510	TELEPHONE/DATA & PAG	FRESNO LINE-CITY HALL	55.80		
	400-5600-6510	TELEPHONE/DATA/PAGE	FRESNO LINE-CITY HALL	55.80		
BRY00	BRYANT L. JOLLEY	03/23/2015	Regular	0.00	8,000.00	40486
FEB. 2015	Invoice	03/18/2015	ACCOUNTING SERVS. 2-15	0.00	8,000.00	
	602-8100-6520	PROFESSIONAL SERVICES	ACCOUNTING SERVS. 2-15	8,000.00		
CEN19	CENTRAL SANITARY SUPPLY	03/23/2015	Regular	0.00	111.88	40487

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
591527	Invoice	03/23/2015	SUPPLIES - PD	0.00	111.88	
	100-5400-6002	PARTS SUPPLIES	SUPPLIES - PD	111.88		
CEN02	CENTRAL VALLEY LOCK	03/23/2015	Regular	0.00	201.97	40488
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
45142	Invoice	03/19/2015	EXTRA KEYS - PD	0.00	201.97	
	100-5400-6002	PARTS SUPPLIES	EXTRA KEYS -PD	201.97		
CEN13	CENTRAL VALLEY SWEEPING	03/23/2015	Regular	0.00	4,883.48	40489
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8186	Invoice	03/23/2015	STREET SWEEPING 2-15	0.00	4,883.48	
	200-5600-6520	PROFESSIONAL SERVICES	STREET SWEEPING 2-15	4,883.48		
CLA05	CLARK PEST CONTROL	03/23/2015	Regular	0.00	55.00	40490
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MAR-15	Invoice	03/19/2015	MARCH SERVICE	0.00	55.00	
	100-5400-6520	PROFESSIONAL SERVICES	MARCH SERVICE	55.00		
COM05	COMCAST	03/23/2015	Regular	0.00	300.51	40491
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
815550026-0121	Invoice	03/23/2015	PD PHONES	0.00	300.51	
	100-5400-6510	TELEPHONE/DATA/PAGE	PD PHONES	300.51		
COM05	COMCAST	03/23/2015	Regular	0.00	432.87	40492
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8155-001792	Invoice	03/18/2015	CITY HALL PONES	0.00	432.87	
	100-5200-6510	TELEPHONE/DATA/PAGE	CITY HALL PONES	61.84		
	100-5600-6510	TELEPHONE/DATA/PAGE	CITY HALL PONES	61.84		
	100-5620-6510	TELEPHONE/DATA/PAGE	CITY HALL PONES	61.84		
	100-5700-6510	TELEPHONE/DATA/PAGE	CITY HALL PONES	61.84		
	400-5300-6510	TELEPHONE/DATA & PAG	CITY HALL PONES	61.84		
	401-5300-6510	TELEPHONE/ DATA/PAGE	CITY HALL PONES	61.84		
	402-5600-6510	TELEPHONE/DATA/PAGE	CITY HALL PONES	61.83		
DIA11	DIAMOND COMMUNICATIONS, I	03/23/2015	Regular	0.00	80.00	40493
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
196272	Invoice	03/18/2015	COOLING CTR. ALARM	0.00	80.00	
	100-5617-6520	PROFESSIONAL SERVICES	COOLING CTR. ALARM	80.00		
DRU10	DRUMRIGHT'S OFFICE SUPPLY	03/23/2015	Regular	0.00	389.22	40494
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1030816-001	Invoice	03/19/2015	CHAIRMATTS (7) PD	0.00	389.22	
	100-5400-6000	OFFICE SUPPLIES	OFFICE SUPPLIES PD	79.26		
	100-5400-7003	OFFICE EQUIP.	CHAIRMATS FOR (7) PD	309.96		
FID00	FIDELITY SECURITY LIFE IN	03/23/2015	Regular	0.00	2,430.49	40495

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
23821-04-15	Invoice	03/23/2015	GAP INSURANCE 4-15		0.00	2,430.49	
	100-5100-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		145.20		
	100-5200-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		30.75		
	100-5400-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		1,081.71		
	100-5700-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		231.62		
	160-5400-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		60.50		
	173-5400-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		138.28		
	203-5600-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		102.31		
	206-5600-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		102.29		
	400-5200-5011	INSURANCE MED, DEN, VI	GAP INSURANCE 4-15		30.75		
	400-5300-5011	INSURANCE- MED, DEN.	GAP INSURANCE 4-15		90.57		
	400-5600-5011	INSURANCE- MED, DEN,	GAP INSURANCE 4-15		102.31		
	401-5200-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		30.76		
	401-5300-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		90.57		
	401-5600-5011	INSURANCE-MED,DEN,VI	GAP INSURANCE 4-15		102.31		
	402-5300-5011	INSURANCE-MED, DEN,VI	GAP INSURANCE 4-15		90.56		
INT06	INTERWEST CONSULTING GROU		03/23/2015	Regular	0.00	1,660.43	40496
21076	Invoice	03/23/2015	COMM. DEV. SERVICES 2-15		0.00	1,660.43	
	100-5700-6520	PROFESSIONAL SERVICES	MASTER PLAN TIOGA		413.89		
	100-5700-6520	PROFESSIONAL SERVICES	MASTER PLAN WHITNEY		439.24		
	100-5700-6520	PROFESSIONAL SERVICES	MASTER PLAN SIERRRA		397.31		
	100-5700-6520	PROFESSIONAL SERVICES	MASTER PLAN SONORA		409.99		
P.G01	PACIFIC GAS & ELECTRIC		03/23/2015	Regular	0.00	18,222.49	40497
8105923756-2-15	Invoice	03/23/2015	UTILITIES 2-15		0.00	18,222.49	
	100-5104-6512	ELECTRICITY	UTILITIES 2-15		293.64		
	100-5200-6512	ELECTRICITY	UTILITIES 2-15		2,664.60		
	100-5400-6512	ELECTRICITY	UTILITIES 2-15		293.27		
	100-5610-6512	ELECTRICITY	UTILITIES 2-15		1,519.42		
	100-5615-6512	ELECTRICITY	UTILITIES 2-15		136.89		
	100-5617-6512	ELECTRICITY	UTILITIES 2-15		222.92		
	213-5600-6512	ELECTRICITY	UTILITIES 2-15		49.65		
	269-6303-6512	ELECTRICITY	UTILITIES 2-15		586.45		
	400-5600-6512	ELECTRICITY	UTILITIES 2-15		11,063.39		
	400-5600-6512	ELECTRICITY	UTILITIES 2-15		-74.53		
	401-5600-6512	ELECTRICITY	UTILITIES 2-15		1,466.79		
PPA02	PARLIER POLICE ASSO.		03/23/2015	Regular	0.00	1,540.00	40498
FEBRUARY	Invoice	03/19/2015	PPA DUES - FEB.		0.00	770.00	
	100-22196	PPOA DUES WITHHELD	PPA DUES - FEB. 26		385.00		
	100-22196	PPOA DUES WITHHELD	PPA DUES - FEB. 12		385.00		
JANURARY 15	Invoice	03/19/2015	PPA DUES /JAN.		0.00	770.00	
	100-22196	PPOA DUES WITHHELD	PPA DUES /JAN.29		385.00		
	100-22196	PPOA DUES WITHHELD	PPA DUES /JAN.15		385.00		
PET01	PETTY CASH FUND		03/23/2015	Regular	0.00	139.15	40499

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MAR 2015	Invoice	03/19/2015	PETTY CASH VAR. DEPT		0.00	139.15	
	100-5200-6503	TRAVEL, MEETINGS & TR	AIMS MEETING			28.36	
	100-5300-6002	PARTS SUPPLIES	BAGS/ MARTZ. SCHOOL			33.33	
	100-5300-6503	TRAVEL, MEETINGS & TR	BAKERY /FIN			22.99	
	100-5400-6002	PARTS SUPPLIES	SUPPLY REIMB. P.D			10.86	
	100-5400-6002	PARTS SUPPLIES	SUPPLY REIMB. P.D.			24.96	
	100-5400-6012	POSTAGE, SHIPPING & FR	POSTAGE. P.D			18.65	
PIT04	PURCHASE POWER		03/23/2015	Regular	0.00	296.91	40500
2-15	Invoice	03/18/2015	REFILL POSTAGE		0.00	296.91	
	100-5200-6012	POSTAGE, SHIPPING & FR	REFILL POSTAGE			59.39	
	100-5400-6012	POSTAGE, SHIPPING & FR	REFILL POSTAGE			59.38	
	100-5700-6012	POSTAGE, SHIPPING & FR	REFILL POSTAGE			59.38	
	400-5300-6012	POSTAGE, SHIPPING & FR	REFILL POSTAGE			59.38	
	401-5600-6012	POSTAGE, SHIPPING/FREI	REFILL POSTAGE			59.38	
STA19	STATE OF CALIFORNIA		03/23/2015	Regular	0.00	138.00	40501
084574	Invoice	03/19/2015	FINGERPRINTING FEES		0.00	138.00	
	100-5400-6544	LAB ANALYSIS & TESTING	FINGERPRINTING FEES			138.00	
SO 01	THE GAS CO.		03/23/2015	Regular	0.00	762.01	40502
4-02-15	Invoice	03/23/2015	UTILITIES		0.00	762.01	
	100-5104-6513	GAS	1300 E. PARLIER			42.63	
	100-5200-6512	ELECTRICITY	1100 E. PARLIER			280.08	
	100-5400-6513	GAS	8770 MENDOCINO			115.57	
	100-5615-6513	GAS	690 NEWMARK AVE.			96.46	
	100-5617-6513	GAS	745 TULARE ST.			26.64	
	100-5620-6513	GAS	580 TULARE ST.			14.79	
	100-5620-6513	GAS	745 1/2 TULARE ST.			9.65	
	100-5620-6513	GAS	745 1/2 TULARE ST.			57.98	
	173-5400-6513	GAS	745 TULARE ST.			26.64	
	269-6303-6513	GAS	8000 S. MENDOCINO			91.57	
THE37	THE LINCOLN NATIONAL LIFE		03/23/2015	Regular	0.00	483.48	40503

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
39915-04-15	Invoice	03/19/2015	LONG TERM INS. 4-15		0.00	483.48	
	100-5200-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	7.96		
	100-5400-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	248.67		
	100-5700-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	36.65		
	100-5700-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	12.73		
	160-5400-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	13.69		
	203-5600-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	19.84		
	206-5600-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	19.86		
	278-5400-5011		INSURANCE-MEDICAL/DE	LONG TERM INS. 4-15	20.75		
	298-5400-5011		INSURANCE-MED, DEN, V	LONG TERM INS. 4-15	22.88		
	400-5200-5011		INSURANCE MED, DEN, VI	LONG TERM INS. 4-15	7.96		
	400-5300-5011		INSURANCE- MED, DEN.	LONG TERM INS. 4-15	8.27		
	400-5600-5011		INSURANCE- MED, DEN,	LONG TERM INS. 4-15	19.86		
	401-5200-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	7.96		
	401-5300-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	8.27		
	401-5600-5011		INSURANCE-MED,DEN,VI	LONG TERM INS. 4-15	19.86		
	402-5300-5011		INSURANCE-MED, DEN,VI	LONG TERM INS. 4-15	8.27		
	Void		03/23/2015	Regular	0.00	0.00	40504
T-M00	T-MOBILE		03/23/2015	Regular	0.00	55.08	40505
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
559-942-0631	Invoice	03/23/2015	MONTHLY SERVICE P.W.		0.00	55.08	
	400-5600-6510		TELEPHONE/DATA/PAGE	MONTHLY SERVICE P.W.	55.08		
VER08	VERIZON WIRELESS		03/23/2015	Regular	0.00	505.83	40506
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
9741823178	Invoice	03/23/2015	CELL PHONES		0.00	505.83	
	100-5100-6510		TELEPHONE/DATA/PAGE	CELL PHONES	217.50		
	100-5700-6510		TELEPHONE/DATA/PAGE	CELL PHONES	42.95		
	400-5600-6510		TELEPHONE/DATA/PAGE	CELL PHONES	169.28		
	401-5600-6510		TELEPHONE/DATA/PAGE	CELL PHONES	76.10		
A-C00	A-C ELECTRIC COMPANY		03/25/2015	Regular	0.00	1,620.54	40507
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
29078	Invoice	03/24/2015	MILTON LIFT STATION		0.00	1,620.54	
	401-5600-6520		PROFESSIONAL SERVICES	MILTON LIFT STATION	1,620.54		
ALE01	ALERT-O-LITE, INC.		03/25/2015	Regular	0.00	231.49	40508
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
0439368-IN	Invoice	03/24/2015	EMERG. BARRICADES		0.00	231.49	
	200-5600-7001		Management Program	EMERG. BARRICADES	231.49		
BAN02	BANK OF THE WEST		03/25/2015	Regular	0.00	16,050.60	40509
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
3/22 - 4/04	Invoice	03/24/2015	DAYCARE PAYROLL		0.00	16,050.60	
	269-13101		A/R-PAYROLL ADVANCE	DAYCARE PAYROLL	16,050.60		
BAN02	BANK OF THE WEST		03/25/2015	Regular	0.00	16,050.60	40510
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
APRIL 5-18	Invoice	03/24/2015	PAYROLL EXENSES		0.00	16,050.60	
	269-13101		A/R-PAYROLL ADVANCE	PAYROLL EXENSES	16,050.60		
BIG01	BIG VAL'S AUTO PARTS, INC		03/25/2015	Regular	0.00	30.49	40511

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
682775	Invoice	03/24/2015	MOWER SUPPLIES		0.00	30.49	
	100-5610-6002	PARTS SUPPLIES	MOWER SUPPLIES		30.49		
CAL1G	CALIFORNIA INDUSTRIAL RUB		03/25/2015	Regular	0.00	54.66	40512
F-018374	Invoice	03/24/2015	PARTS & SUPPLIES		0.00	54.66	
	400-5600-6002	PARTS & SUPPLIES	PARTS & SUPPLIES		54.66		
CAR06	CARDENAS TIRE SERVICE, IN		03/25/2015	Regular	0.00	350.00	40513
2115	Invoice	03/24/2015	VEHICLE. MAINT		0.00	350.00	
	400-5600-6532	VEHICLE MAINTENANCE	VEHICLE MAINT		350.00		
CAR03	CARDENAS, DEMETRIA B.		03/25/2015	Regular	0.00	20.35	40514
03-09-15	Invoice	03/24/2015	LABEL STICKERS PAPER		0.00	10.55	
	269-6303-6000	OFFICE SUPPLIES	LABEL STICKERS PAPER		10.55		
2-11-15	Invoice	03/24/2015	POSTAGE -AOE		0.00	9.80	
	269-6303-6012	POSTAGE, SHIPPING & FR	POSTAGE -AOE		9.80		
PIT03	CARTER PITTMAN		03/25/2015	Regular	0.00	34.73	40515
3-16-15	Invoice	03/24/2015	RANGE EQUIPMENT		0.00	34.73	
	100-5400-6002	PARTS SUPPLIES	RANGE EQUIPMENT		34.73		
CEN19	CENTRAL SANITARY SUPPLY		03/25/2015	Regular	0.00	87.68	40516
583564	Invoice	03/24/2015	SUPPLIES P.W		0.00	87.68	
	100-5610-6002	PARTS SUPPLIES	SUPPLIES P.W		87.68		
CER03	CERDA, DAVID		03/25/2015	Regular	0.00	129.05	40517
03-21-15	Invoice	03/24/2015	GRAFFITTI REIMB.		0.00	86.04	
	100-5400-6538	COMMUNITY PROMO	GRAFFITTI REIMB.		86.04		
3-21-15	Invoice	03/24/2015	GRAFFITTI REIMB.		0.00	43.01	
	100-5400-6538	COMMUNITY PROMO	GRAFFITTI REIMB.		43.01		
COM05	COMCAST		03/25/2015	Regular	0.00	306.68	40518
8155500260123	Invoice	03/24/2015	COMMUNICATIONS - AOE		0.00	306.68	
	269-6303-6510	TELEPHONE/DATA/PAGE	COMMUNICATIONS - AOE		306.68		
COR08	DANIEL CORONA		03/25/2015	Regular	0.00	120.00	40519
4-10-15	Invoice	03/24/2015	TRAINING CONF.		0.00	120.00	
	100-5400-6503	TRAVEL, MEETINGS & TR	TRAINING CONF.		120.00		
DIR01	DIRECTV		03/25/2015	Regular	0.00	74.11	40520

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25332300445	Invoice	03/24/2015	SENIOR CTR CABLE		0.00	74.11	
	100-5615-6542	CONTRACT SERVICES	SENIOR CTR CABLE		74.11		
DRU10	DRUMRIGHT'S OFFICE SUPPLY		03/25/2015	Regular	0.00	94.00	40521
1031040-001	Invoice	03/24/2015	MEMORY CARD		0.00	94.00	
	100-5400-6000	OFFICE SUPPLIES	MEMORY CARD		94.00		
FRE2F	FRESNO COUNTY AUDITORS		03/25/2015	Regular	0.00	47.00	40522
2/15	Invoice	03/24/2015	PARKING FEES 2-15		0.00	47.00	
	100-5400-6542	CONTRACT SERVICES	PARKING FEES 2-15		47.00		
FRE35	FRESNO NETWORKS LLC.		03/25/2015	Regular	0.00	7,547.67	40523
AT19050	Invoice	03/24/2015	SURFACE PRO 3 (5)		0.00	7,547.67	
	100-5100-7003	OFFICE EQUIP.	SURFACE PRO 3 (5)		7,547.67		
FRE35	FRESNO NETWORKS LLC.		03/25/2015	Regular	0.00	1,987.95	40524
AT19060	Invoice	03/24/2015	SERVICE CONTRACT 3-15		0.00	1,987.95	
	100-5200-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
	100-5400-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
	100-5600-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
	100-5620-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
	100-5700-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.83		
	400-5300-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
	400-5600-6542	CONTRACT SERVICES	SERVICE CONTRACT 3-15		220.89		
	401-5300-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
	401-5600-6520	PROFESSIONAL SERVICES	SERVICE CONTRACT 3-15		220.89		
GAR48	GARZA'S COMPLETE		03/25/2015	Regular	0.00	800.00	40525
4195	Invoice	03/24/2015	MOBILE HOME REPAIRS		0.00	800.00	
	400-5600-6542	CONTRACT SERVICES	MOBILE HOME REPAIRS		400.00		
	401-5600-6542	CONTRACT SERVICES	MOBILE HOME REPAIRS		400.00		
GIE01	GIERSCH & ASSOCIATES,INC.		03/25/2015	Regular	0.00	590.00	40526
315-2260	Invoice	03/24/2015	HERITAGE PARK PLAN		0.00	590.00	
	211-5600-6520	PROFESSIONAL SERVICES	HERITAGE PARK PLAN		590.00		
GRIFG	GRIZZLY CONSTRUCTION INC.		03/25/2015	Regular	0.00	4,502.00	40527
1424-PARLIER FH	Invoice	03/24/2015	INSTALL FIRE HYDRT #2		0.00	4,502.00	
	400-5600-6520	PROFESSIONAL SERVICES	INSTALL FIRE HYDRT #2		4,502.00		
JAC01	JACOBSEN TRAILER INC.		03/25/2015	Regular	0.00	3,466.70	40528

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2248	Invoice	03/24/2015	EQUIP. TRAILER		0.00	3,466.70	
	200-5600-7001	Management Program		EQUIP. TRAILER	3,466.70		
NAV02	JUAN NAVARRO		03/25/2015	Regular	0.00	129.60	40529
44568	Invoice	03/24/2015	F150 VEHICLE MAINT		0.00	129.60	
	400-5600-6532	VEHICLE MAINTENANCE		F150 VEHICLE MAINT	129.60		
KEN01	KENT M. KAWAGOE, PH.D.		03/25/2015	Regular	0.00	300.00	40530
FEB. 15	Invoice	03/24/2015	PRE EMPLOYMENT PSYCHO		0.00	300.00	
	100-5400-6530	RECRUITMENT & ADVERT		PRE EMPLOYMENT PSYCHO	300.00		
KRA00	KRAZAN & ASSOCIATES, INC.		03/25/2015	Regular	0.00	350.00	40531
0147037-897	Invoice	03/24/2015	SUBSURFACE ASSESSMENT		0.00	350.00	
	100-5600-7013	PAZ PROPERTY PHASE 1		SUBSURFACE ASSESSMENT	350.00		
LIB02	LIBERTY ANIMAL CONTROL SE		03/25/2015	Regular	0.00	90.00	40532
248897	Invoice	03/24/2015	ANIMAL EUTHANASIA		0.00	15.00	
	100-5410-6021	ANIMAL DISPOSAL		ANIMAL EUTHANASIA	15.00		
248934	Invoice	03/24/2015	ANIMAL EUTHANASIA		0.00	15.00	
	100-5410-6021	ANIMAL DISPOSAL		ANIMAL EUTHANASIA	15.00		
249030	Invoice	03/24/2015	ANIMAL EUTHANASIA		0.00	15.00	
	100-5410-6021	ANIMAL DISPOSAL		ANIMAL EUTHANASIA	15.00		
249041	Invoice	03/24/2015	ANIMAL EUTHANASIA		0.00	30.00	
	100-5410-6021	ANIMAL DISPOSAL		ANIMAL EUTHANASIA	30.00		
249103	Invoice	03/24/2015	ANIMAL EUTHANASIA		0.00	15.00	
	100-5410-6021	ANIMAL DISPOSAL		ANIMAL EUTHANASIA	15.00		
NAE01	NAEYC MEMBERSHIP		03/25/2015	Regular	0.00	170.00	40533
733212-15	Invoice	03/24/2015	ANNUAL MEMBERSHIP		0.00	170.00	
	269-6303-6501	MEMBERSHIP DUES		ANNUAL MEMBERSHIP	170.00		
NGL00	NGLIC		03/25/2015	Regular	0.00	488.36	40534

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IA395924	Invoice	03/24/2015	VISION FEE 4-15		0.00	488.36	
	100-5100-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		42.18	
	100-5200-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		12.55	
	100-5400-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		206.93	
	100-5700-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		25.10	
	100-5700-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		25.10	
	160-5400-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		12.55	
	173-5400-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		25.10	
	203-5600-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		33.72	
	400-5300-5011		INSURANCE- MED, DEN.	VISION FEE 4-15		8.37	
	400-5600-5011		INSURANCE- MED, DEN,	VISION FEE 4-15		33.74	
	401-5200-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		12.55	
	401-5300-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		8.37	
	401-5600-5011		INSURANCE-MED,DEN,VI	VISION FEE 4-15		33.74	
	402-5300-5011		INSURANCE-MED, DEN,VI	VISION FEE 4-15		8.36	
OFF01	OFFICE DEPOT		03/25/2015	Regular	0.00	493.13	40535
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
75843300030001	Invoice	03/24/2015	OFFICE SUPPLIES/ AOE		0.00	307.21	
	269-6303-6000		OFFICE SUPPLIES	OFFICE SUPPLIES/ AOE		307.21	
758433333001	Invoice	03/24/2015	CLASSROOM BOOMBOX		0.00	185.92	
	269-6303-6001		OPERATIONAL SUPPLIES	CLASSROOM BOOMBOX		185.92	
PON01	PONDEROSA PAINT CO. INC.		03/25/2015	Regular	0.00	1,077.71	40536
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
115964	Invoice	03/24/2015	ROOF REPAIR -AOE		0.00	1,077.71	
	269-6303-6531		REPAIRS & MAINTENANC	ROOF REPAIR -AOE		1,077.71	
POW02	POWERPLAN		03/25/2015	Regular	0.00	140.86	40537
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
9315981	Invoice	03/24/2015	PARTS & SUPPLIES		0.00	140.86	
	400-5600-6002		PARTS & SUPPLIES	PARTS & SUPPLIES		140.86	
PRE18	PREMIER ACCESS INSURANCE		03/25/2015	Regular	0.00	2,528.49	40538
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
12553-04-15	Invoice	03/24/2015	DENTAL FEE 4-15		0.00	2,528.49	
	100-5200-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		26.43	
	100-5400-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		919.48	
	100-5700-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		116.69	
	160-5400-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		58.35	
	173-5400-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		116.69	
	203-5600-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		154.70	
	206-5600-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		154.68	
	278-5400-5011		INSURANCE-MEDICAL/DE	DENTAL FEE 4-15		79.29	
	400-5100-5011		INSURANCE, MED, DEN, V	DENTAL FEE 4-15		423.23	
	400-5200-5011		INSURANCE MED, DEN, VI	DENTAL FEE 4-15		26.43	
	400-5300-5011		INSURANCE- MED, DEN.	DENTAL FEE 4-15		38.90	
	400-5600-5011		INSURANCE- MED, DEN,	DENTAL FEE 4-15		154.70	
	401-5200-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		26.43	
	401-5300-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		38.90	
	401-5600-5011		INSURANCE-MED,DEN,VI	DENTAL FEE 4-15		154.70	
	402-5300-5011		INSURANCE-MED, DEN,VI	DENTAL FEE 4-15		38.89	
RED01	REDCO		03/25/2015	Regular	0.00	60.34	40540

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6227	Invoice	03/24/2015	CENTER REPAIRS		0.00	60.34	
	269-6303-6531	REPAIRS & MAINTENANC	CENTER REPAIRS		60.34		
RLB01	REEDLEY LUMBER & BUILDING		03/25/2015	Regular	0.00	116.38	40541
49360	Invoice	03/24/2015	CEMENT MIX		0.00	30.44	
	100-5400-6002	PARTS SUPPLIES	CEMENT MIX		30.44		
51205	Invoice	03/24/2015	CEILING TILES		0.00	85.94	
	100-5400-6002	PARTS SUPPLIES	CEILING TILES		85.94		
REN02	RENT A TOILET		03/25/2015	Regular	0.00	825.00	40542
1173	Invoice	03/24/2015	UNIT RENTAL		0.00	825.00	
	400-5600-6520	PROFESSIONAL SERVICES	VEHICLE MAINT		825.00		
SHE01	SHELBY A. GONZALES		03/25/2015	Regular	0.00	1,575.00	40543
03-001	Invoice	03/24/2015	AUDIT CAL HOME 7331		0.00	385.00	
	100-5200-6520	PROFESSIONAL SERVICES	AUDIT CAL HOME 7331		385.00		
03-003	Invoice	03/24/2015	CALGRIP 7- 298		0.00	770.00	
	298-5400-6520	PROFESSIONAL SERVICES	CALGRIP 7- 298		770.00		
03-004	Invoice	03/24/2015	14-HOME -9275		0.00	420.00	
	339-6500-6520	PROFESSIONAL SERVICES	14-HOME -9275		420.00		
SOU07	SOUTH COUNTY VETERINARY H		03/25/2015	Regular	0.00	31.00	40544
01-30-15	Invoice	03/24/2015	CANINE EUTHANASIA		0.00	31.00	
	100-5410-6021	ANIMAL DISPOSAL	CANINE EUTHANASIA		31.00		
SPA00	SPARKLETTS		03/25/2015	Regular	0.00	134.50	40545
31415	Invoice	03/24/2015	BOTTLED WATER - AOE		0.00	134.50	
	269-6303-6504	FOOD SERVICES	BOTTLED WATER - AOE		134.50		
STA1U	STAR 1 MINI MART		03/25/2015	Regular	0.00	330.48	40546
31962	Invoice	03/24/2015	FUEL P.W.		0.00	50.60	
	400-5600-6011	FUEL	FUEL P.W.		50.60		
33700	Invoice	03/24/2015	FUEL P.W.		0.00	60.60	
	400-5600-6011	FUEL	FUEL P.W.		60.60		
35099	Invoice	03/24/2015	FUEL P.W		0.00	74.95	
	401-5600-6011	FUEL	FUEL P.W		74.95		
39024	Invoice	03/24/2015	FUEL P.W.		0.00	78.00	
	400-5600-6011	FUEL	FUEL P.W.		78.00		
39110	Invoice	03/24/2015	FUEL P.W.		0.00	66.33	
	401-5600-6011	FUEL	FUEL P.W.		66.33		
SYS00	SYSCO OF CENTRAL CALIFORN		03/25/2015	Regular	0.00	962.03	40547

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503110448	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	509.41	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		509.41		
503180371	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	452.62	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		452.62		
T&J00	T & J ARCO STATION		03/25/2015	Regular	0.00	114.90	40548
FEB REC	Invoice	03/24/2015	FUEL REC		0.00	29.93	
	100-5620-6513	GAS	FUEL REC		29.93		
FEB. 8-16	Invoice	03/24/2015	FUEL - PD		0.00	84.97	
	100-5400-6011	FUEL	FUEL - PD		84.97		
TER01	TERMINIX PROCESSING CTR.		03/25/2015	Regular	0.00	84.00	40549
343251370	Invoice	03/24/2015	FIRE DEPT SERVICE		0.00	43.00	
	100-5104-6520	PROFESSIONAL SERVICES	FIRE DEPT SERVICE		43.00		
343252463	Invoice	03/24/2015	741 TULARE SERVICE		0.00	41.00	
	100-5617-6520	PROFESSIONAL SERVICES	741 TULARE SERVICE		41.00		
ROD1Q	THOMAS RODRIGUEZ		03/25/2015	Regular	0.00	120.00	40550
4-10-15	Invoice	03/24/2015	TRAINING CONF.		0.00	120.00	
	100-5400-6503	TRAVEL, MEETINGS & TR	TRAINING CONF.		120.00		
TYC00	TYCO INTEGRATED SECURITY,		03/25/2015	Regular	0.00	185.94	40551
23909647	Invoice	03/24/2015	SECURITY W.W.T.P		0.00	185.94	
	401-5600-6520	PROFESSIONAL SERVICES	SECURITY W.W.T.P		185.94		
USA01	USA BLUE BOOK		03/25/2015	Regular	0.00	1,260.32	40552
570783	Invoice	03/24/2015	HYDRANT METER		0.00	1,260.32	
	400-5600-6002	PARTS & SUPPLIES	HYDRANT METER		1,260.32		
USM01	U-SAVE MARKET		03/25/2015	Regular	0.00	1,942.35	40553
03-20-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	110.65	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		110.65		
03-23-15	Invoice	03/24/2015	BATTERIES		0.00	6.48	
	100-5410-6020	ANIMAL FOOD	BATTERIES		6.48		
3-10-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	232.25	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		232.25		
3-11-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	157.63	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		157.63		
3-12-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	252.36	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		252.36		
3-16-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	173.62	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		173.62		
3-17-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES		0.00	186.58	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		186.58	
3-18-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES	0.00	158.11	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		158.11	
3-19-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES	0.00	116.18	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		116.18	
3-20-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES	0.00	20.64	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		20.64	
3-23-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES	0.00	174.59	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		174.59	
3-24-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES	0.00	168.37	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		168.37	
3-9-15	Invoice	03/24/2015	DAYCARE MEAL SUPPLIES	0.00	184.89	
	269-6303-6504	FOOD SERVICES	DAYCARE MEAL SUPPLIES		184.89	
WHI00	WHITE CAP CONSTRUCTION SU	03/25/2015	Regular	0.00	649.35	40554
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
10002770647	Invoice	03/24/2015	SANDBAG SUPPLY	0.00	649.35	
	401-5600-6002	PARTS SUPPLIES	SANDBAG SUPPLY		649.35	
ABI10	ABILITY ANSWERING SERV.	03/25/2015	Regular	0.00	128.72	40555
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
08-5-4345-03	Invoice	03/25/2015	ANSWERING SERVICES	0.00	128.72	
	400-5600-6510	TELEPHONE/DATA/PAGE	ANSWERING SERVICES		128.72	
A-C00	A-C ELECTRIC COMPANY	03/25/2015	Regular	0.00	7,072.93	40556
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
14-337	Invoice	03/25/2015	OFFICE TRAILER	0.00	3,950.00	
	100-5600-6520	PROFESSIONAL SERVICES	OFFICE TRAILER		3,950.00	
FT0384-001	Invoice	03/25/2015	STREETS ELECTRICAL	0.00	3,122.93	
	200-5600-6520	PROFESSIONAL SERVICES	STREETS ELECTRICAL		3,122.93	
ALA01	ALANIS, PRISMA	03/25/2015	Regular	0.00	210.00	40557
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3/24/15	Invoice	03/25/2015	PARENT FEES REIMB.	0.00	210.00	
	269-22107	PARENT REFUND PAYABL	CHILD-LYNETTE GUTIERREZ		210.00	
ALE01	ALERT-O-LITE, INC.	03/25/2015	Regular	0.00	299.80	40558
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0439366-IN	Invoice	03/25/2015	PARTS & SUPPLIES	0.00	299.80	
	401-5600-6002	PARTS SUPPLIES	PARTS & SUPPLIES		299.80	
AUT01	AUTO ZONE	03/25/2015	Regular	0.00	211.82	40559
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3758819420	Invoice	03/25/2015	VEHICLE MAINT	0.00	40.36	
	400-5600-6532	VEHICLE MAINTENANCE	VEHICLE MAINT		40.36	
3758824486	Invoice	03/25/2015	VEHICLE MAINT.	0.00	56.35	
	400-5600-6532	VEHICLE MAINTENANCE	VEHICLE MAINT.		56.35	
3758824542	Invoice	03/25/2015	SHOP TOOLS	0.00	57.71	
	400-5600-6532	VEHICLE MAINTENANCE	SHOP TOOLS		57.71	
3758824726	Invoice	03/25/2015	SHOP SUPPLIES	0.00	14.68	
	100-5600-6002	PARTS SUPPLIES	SHOP SUPPLIES		14.68	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3758825380	Invoice	03/25/2015	PARTS P.W. SHOP		0.00	12.17	
	400-5600-6002	PARTS & SUPPLIES		PARTS P.W. SHOP		12.17	
3758825527	Invoice	03/25/2015	SHOP SUPPLIES		0.00	30.55	
	100-5600-6002	PARTS SUPPLIES		SHOP SUPPLIES		30.55	
B&H00	B & H METALWORKS		03/25/2015	Regular	0.00	146.78	40560
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
2555	Invoice	03/25/2015	SMALL TOOLS		0.00	146.78	
	400-5600-6004	TOOLS & MINOR EQUIPM		SMALL TOOLS		146.78	
BIG01	BIG VAL'S AUTO PARTS, INC		03/25/2015	Regular	0.00	20.63	40561
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
646264	Credit Memo	03/25/2015	VEHICLE MAINTENANCE		0.00	-1.50	
	400-5600-6532	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		-1.50	
675278	Credit Memo	03/25/2015	VEHICLE MAINTENANCE		0.00	-0.68	
	400-5600-6532	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		-0.68	
682684	Invoice	03/25/2015	MOWER SUPPLIES		0.00	22.81	
	100-5600-6002	PARTS SUPPLIES		MOWER SUPPLIES		22.81	
CA-02	CALIFORNIA ASSOCIATION OF CODE ENFORCEI		03/25/2015	Regular	0.00	50.00	40562
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
200000372	Invoice	03/25/2015	TRAINIG CODE ENFMT		0.00	50.00	
	100-5600-6503	TRAVEL, MEETINGS & TR		TRAINIG CODE ENFMT		50.00	
CAS100	CASTANEDA, MARIA G.		03/25/2015	Regular	0.00	175.00	40563
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
3/24/15	Invoice	03/25/2015	PARENT FEE REIMB.		0.00	175.00	
	269-22107	PARENT REFUND PAYABL		CHILD LUIS MARTINEZ		175.00	
CEN19	CENTRAL SANITARY SUPPLY		03/25/2015	Regular	0.00	1,167.42	40564
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
591521	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	363.48	
	100-5600-6002	PARTS SUPPLIES		PARTS & SUPPLIES		363.48	
591526	Invoice	03/25/2015	COMM CTR SUPPLIES		0.00	757.64	
	100-5617-6002	PARTS SUPPLIES		COMM CTR SUPPLIES		378.82	
	100-5620-6002	PARTS SUPPLIES		COMM CTR SUPPLIES		378.82	
592278	Invoice	03/25/2015	REC. SUPPLIES		0.00	46.30	
	100-5617-6002	PARTS SUPPLIES		REC. SUPPLIES		46.30	
CEN02	CENTRAL VALLEY LOCK		03/25/2015	Regular	0.00	348.60	40565
Payable #	Payable Type	Payable Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
45033	Invoice	03/25/2015	REPLACED DEADBOLT		0.00	224.16	
	100-5610-6002	PARTS SUPPLIES		REPLACED DEADBOLT		224.16	
46422	Invoice	03/25/2015	P.W. KEYS		0.00	30.44	
	400-5600-6520	PROFESSIONAL SERVICES		P.W. KEYS		30.44	
46426	Invoice	03/25/2015	KEYS FOR COMM CTR		0.00	94.00	
	100-5617-6520	PROFESSIONAL SERVICES		KEYS FOR COMM CTR		94.00	
DAV06	DAVIS ROAD OIL & EQUIP. INC.		03/25/2015	Regular	0.00	388.68	40566

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
0184367-IN	Invoice	03/25/2015	WWTP SUPPLIES		0.00	325.21	
	401-5600-6002	PARTS SUPPLIES		WWTP SUPPLIES	325.21		
0184462-IN	Invoice	03/25/2015	WWTP SUPPLIES		0.00	63.47	
	401-5600-6002	PARTS SUPPLIES		WWTP SUPPLIES	63.47		
DIA11	DIAMOND COMMUNICATIONS, I		03/25/2015	Regular	0.00	515.00	40567
195727	Invoice	03/25/2015	POOL UNIT		0.00	365.00	
	100-5616-6520	PROFESSIONAL SERVICES		POOL UNIT	365.00		
195828	Invoice	03/25/2015	POOL MONITOR FEB		0.00	40.00	
	100-5616-6520	PROFESSIONAL SERVICES		POOL MONITOR FEB	40.00		
195829	Invoice	03/25/2015	POOL MONITOR MAR		0.00	80.00	
	100-5616-6520	PROFESSIONAL SERVICES		POOL MONITOR MAR	80.00		
20715	Invoice	03/25/2015	ADD USER		0.00	30.00	
	100-5200-6520	PROFESSIONAL SERVICES		ADD USER	10.00		
	100-5600-6520	PROFESSIONAL SERVICES		ADD USER	10.00		
	100-5617-6520	PROFESSIONAL SERVICES		ADD USER	10.00		
EIN01	EINERSON'S PREPRESS		03/25/2015	Regular	0.00	70.35	40568
15518	Invoice	03/25/2015	BUSINESS CARDS- ALMA		0.00	70.35	
	100-5100-6520	PROFESSIONAL SERVICES		BUSINESS CARDS- ALMA	70.35		
ENF00	ENFINITY AMERICA CORP.		03/25/2015	Regular	0.00	9,514.32	40569
72071503034472	Invoice	03/25/2015	WWTP SOLAR ENERGY 2-15		0.00	9,514.32	
	401-5600-6512	ELECTRICITY		WWTP SOLAR ENERGY 2-15	9,514.32		
EWI01	EWING IRRIGATION PRODUCTS		03/25/2015	Regular	0.00	68.18	40570
9205201	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	68.18	
	400-5600-6004	TOOLS & MINOR EQUIPM		PARTS & SUPPLIES	68.18		
FAS00	FASTENAL COMPANY		03/25/2015	Regular	0.00	283.16	40571
CAREE26200	Invoice	03/25/2015	SUPPLIES P.W.		0.00	19.69	
	400-5600-6002	PARTS & SUPPLIES		SUPPLIES P.W.	19.69		
CAREE26225	Invoice	03/25/2015	SUPPLIES P.W.		0.00	26.78	
	400-5600-6002	PARTS & SUPPLIES		SUPPLIES P.W.	26.78		
CAREE26282	Invoice	03/25/2015	CITY YARD SUPPLY		0.00	21.01	
	100-5600-6002	PARTS SUPPLIES		CITY YARD SUPPLY	21.01		
CAREE26376	Invoice	03/25/2015	WWTP SUPPLIES		0.00	215.68	
	401-5600-6002	PARTS SUPPLIES		WWTP SUPPLIES	215.68		
GRO01	FERGUSON ENTERPRISES INC.		03/25/2015	Regular	0.00	238.26	40572
1068915	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	238.26	
	400-5600-6002	PARTS & SUPPLIES		PARTS & SUPPLIES	238.26		
\F015	FLORES, ROBERT / MARIA		03/25/2015	Regular	0.00	95.60	40573

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
3/12/15	Invoice	03/25/2015	DEPOSIT REIMB.		0.00	95.60	
	400-23100	UTILITIES DEPOSIT LIABILI	DEPOSIT REIMB.		95.60		
G&K00	G & K SERVICES INC.		03/25/2015	Regular	0.00	63.63	40574
1258106397	Invoice	03/25/2015	UNIFORM SERVICE MAR		0.00	63.63	
	100-5200-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		8.39		
	100-5617-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		11.10		
	400-5600-6520	PROFESSIONAL SERVICES	UNIFORM SERVICE MAR		44.14		
GIE01	GIERSCH & ASSOCIATES,INC.		03/25/2015	Regular	0.00	9,951.20	40575
315-2256	Invoice	03/25/2015	FIRST ST. STORM POND		0.00	2,870.00	
	401-5600-6520	PROFESSIONAL SERVICES	FIRST ST. STORM POND		2,870.00		
315-2257	Invoice	03/25/2015	SPR AVILA APTS.		0.00	2,888.70	
	339-6500-6520	PROFESSIONAL SERVICES	SPR AVILA APTS.		2,888.70		
315-2262	Invoice	03/25/2015	WWTP HEADWORKS MOD.		0.00	240.00	
	400-5600-6520	PROFESSIONAL SERVICES	WWTP HEADWORKS MOD.		240.00		
315-2263	Invoice	03/25/2015	SEWER GENERAL		0.00	1,545.50	
	401-5600-6520	PROFESSIONAL SERVICES	SEWER GENERAL		1,545.50		
315-2264	Invoice	03/25/2015	SEWER GENERAL		0.00	1,282.00	
	401-5600-6520	PROFESSIONAL SERVICES	SEWER GENERAL		1,282.00		
315-2265	Invoice	03/25/2015	SEWER GENERAL		0.00	361.00	
	401-5600-6520	PROFESSIONAL SERVICES	SEWER GENERAL		361.00		
315-2266	Invoice	03/25/2015	WATER GENERAL		0.00	120.00	
	400-5600-6520	PROFESSIONAL SERVICES	WATER GENERAL		120.00		
315-2267	Invoice	03/25/2015	WATER GENERAL		0.00	644.00	
	400-5600-6520	PROFESSIONAL SERVICES	WATER GENERAL		644.00		
GOM99	GOMEZ, JUAN M.		03/25/2015	Regular	0.00	70.00	40576
3/25/15	Invoice	03/25/2015	PARENT REIMB		0.00	70.00	
	269-22107	PARENT REFUND PAYABL	JUAN GOMEZ		70.00		
HOP00	HOPKINS TECHNICAL PRODUCT		03/25/2015	Regular	0.00	6,733.69	40577
3615300227	Invoice	03/25/2015	TOOLS & EQUIPMENT		0.00	1,927.58	
	400-5600-6004	TOOLS & MINOR EQUIPM	TOOLS & EQUIPMENT		1,927.58		
3615300233	Invoice	03/25/2015	TOOLS & EQUIPMENT		0.00	4,806.11	
	400-5600-6004	TOOLS & MINOR EQUIPM	TOOLS & EQUIPMENT		4,806.11		
JEN04	JENSEN AND PILEGARD #5		03/25/2015	Regular	0.00	601.57	40578
360526	Invoice	03/25/2015	WWTP SUPPLIES		0.00	601.57	
	401-5600-6002	PARTS SUPPLIES	WWTP SUPPLIES		601.57		
NAT22	NATIONAL METER & AUTOMATI		03/25/2015	Regular	0.00	1,489.71	40579

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Payable Date / Payable Description / Item Description	Payment Date / Payment Type	Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
S1059658.001	Invoice	03/25/2015 WATER METERS		0.00	1,489.71	
	400-5600-6002	PARTS & SUPPLIES	WATER METERS	1,489.71		
ONT00	ON TRAC		03/25/2015 Regular	0.00	17.19	40580
8155123	Invoice	03/25/2015 14-HOME-9275		0.00	17.19	
	339-6500-6012	POSTAGE, SHIPPING & FR	14-HOME-9275	17.19		
P.G01	PACIFIC GAS & ELECTRIC		03/25/2015 Regular	0.00	154.53	40581
0980-3/15	Invoice	03/25/2015 TRAFFIC LIGHTS		0.00	154.53	
	200-5600-6512	ELECTRICITY	TRAFFIC LIGHTS	154.53		
QUI02	QUILL CORPORATION		03/25/2015 Regular	0.00	23.75	40582
2085879	Invoice	03/25/2015 OFFICE SUPPLIES		0.00	23.75	
	401-5600-6000	OFFICE SUPPLIES	OFFICE SUPPLIES	23.75		
RLB01	REEDLEY LUMBER & BUILDING		03/25/2015 Regular	0.00	953.52	40583
047946	Invoice	03/25/2015 W.W.T.P TOOLS		0.00	116.31	
	401-5600-6004	TOOLS & MINOR EQUIPM	W.W.T.P TOOLS	116.31		
47213	Invoice	03/25/2015 SUPPLIES P.W.		0.00	2.81	
	401-5600-6002	PARTS SUPPLIES	SUPPLIES P.W.	2.81		
47283	Invoice	03/25/2015 W.W.T.P SUPPLIES		0.00	35.21	
	401-5600-6002	PARTS SUPPLIES	W.W.T.P SUPPLIES	35.21		
48171	Invoice	03/25/2015 DRILL PRESS SUPPLIES		0.00	11.32	
	100-5600-6002	PARTS SUPPLIES	DRILL PRESS SUPPLIES	11.32		
48244	Invoice	03/25/2015 SHOP SUPPLIES		0.00	53.66	
	400-5600-6002	PARTS & SUPPLIES	SHOP SUPPLIES	53.66		
48562	Invoice	03/25/2015 EARL RUTH SUPPLIES		0.00	67.25	
	100-5610-6002	PARTS SUPPLIES	EARL RUTH SUPPLIES	67.25		
48668	Invoice	03/25/2015 W.W.T.P SUPPLIES		0.00	72.41	
	401-5600-6002	PARTS SUPPLIES	W.W.T.P SUPPLIES	72.41		
48669	Invoice	03/25/2015 W.W.T.P SUPPLIES		0.00	3.90	
	401-5600-6002	PARTS SUPPLIES	W.W.T.P SUPPLIES	3.90		
48709	Invoice	03/25/2015 TOOL & EQUIP P.W		0.00	38.04	
	100-5600-6004	TOOLS & MINOR EQUIPM	TOOL & EQUIP P.W	38.04		
48945	Invoice	03/25/2015 W.W.T.P EQUIP		0.00	39.21	
	401-5600-6004	TOOLS & MINOR EQUIPM	W.W.T.P EQUIP	39.21		
49306	Invoice	03/25/2015 VET PARK LOCK		0.00	137.73	
	100-5610-6002	PARTS SUPPLIES	VET PARK LOCK	137.73		
49527	Invoice	03/25/2015 SIDE WALK REPAIRS		0.00	146.90	
	206-5600-6006	PROJECT MATERIALS	SIDE WALK REPAIRS	146.90		
50472	Invoice	03/25/2015 LANDSCAPE SUPPLIES		0.00	35.22	
	213-5600-6002	PARTS SUPPLIES	LANDSCAPE SUPPLIES	35.22		
50518	Invoice	03/25/2015 PARTS & SUPPLIES		0.00	28.01	
	400-5600-6002	PARTS & SUPPLIES	PARTS & SUPPLIES	28.01		
50613	Invoice	03/25/2015 P.W. SUPPLIES		0.00	13.97	
	100-5700-6002	PARTS SUPPLIES	P.W. SUPPLIES	13.97		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
50953	Invoice	03/25/2015	ZEDIKER PAINT		0.00	74.32	
	200-5600-6002	PARTS SUPPLIES		ZEDIKER PAINT	74.32		
50973	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	27.53	
	401-5600-6002	PARTS SUPPLIES		PARTS & SUPPLIES	27.53		
50975	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	33.11	
	400-5600-6002	PARTS & SUPPLIES		PARTS & SUPPLIES	33.11		
51825	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	16.61	
	100-5600-6002	PARTS SUPPLIES		PARTS & SUPPLIES	16.61		
REA00	RELIABLE OFFICE SUPPLIES		03/25/2015	Regular	0.00	71.27	40585
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
FZ733400	Invoice	03/25/2015	OFFICE SUPPLIES		0.00	71.27	
	100-5700-6000	OFFICE SUPPLIES		OFFICE SUPPLIES	71.27		
SAN1H	SANGER NURSERY		03/25/2015	Regular	0.00	545.54	40586
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
494350	Invoice	03/25/2015	WWTP BASIN MAINT.		0.00	395.51	
	401-5600-6004	TOOLS & MINOR EQUIPM		WWTP BASIN MAINT.	395.51		
495772	Invoice	03/25/2015	PARKS SUPPLIES		0.00	150.03	
	100-5610-6002	PARTS SUPPLIES		PARKS SUPPLIES	150.03		
SOC00	SOCIAL VOCATIONAL SERVICE		03/25/2015	Regular	0.00	5,799.98	40587
Payable #	**Payable Type**	**Payable Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
36A1527-IN	Invoice	03/25/2015	LANDSCAPE MAINT. JAN		0.00	2,899.98	
	100-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. JAN	483.33		
	100-5610-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. JAN	483.33		
	204-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. JAN	483.33		
	213-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. JAN	483.33		
	269-6303-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. JAN	483.33		
	400-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. JAN	483.33		
36B1527-IN	Invoice	03/25/2015	LANDSCAPE MAINT. FEB		0.00	2,900.00	
	100-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. FEB	483.33		
	100-5610-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. FEB	483.33		
	204-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. FEB	483.33		
	213-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. FEB	483.33		
	269-6303-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. FEB	483.35		
	400-5600-6520	PROFESSIONAL SERVICES		LANDSCAPE MAINT. FEB	483.33		
VAL0L	VALLEY IRON, INC.		03/25/2015	Regular	0.00	39.77	40588

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Payable Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
560597	Invoice	03/25/2015	PARTS & SUPPLIES		0.00	39.77	
	400-5600-6002	PARTS & SUPPLIES	PARTS & SUPPLIES			39.77	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	256	141	0.00	316,552.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	256	**144**	**0.00**	**316,552.28**

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	3/2015	316,552.28
			316,552.28

CITY OF PARLIER

Check Report

By Check Number

Date Range: 03/12/2015 - 03/25/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
CEN01	CSJVRMA	03/16/2015	Regular	0.00	56,616.00	40443
	Void	03/16/2015	Regular	0.00	0.00	40444
FAS00	FASTENAL COMPANY	03/16/2015	Regular	0.00	793.51	40445
COU04	FRESNO COUNCIL OF GOVERNM	03/16/2015	Regular	0.00	931.04	40446
G&K00	G & K SERVICES INC.	03/16/2015	Regular	0.00	310.28	40447
GRIFG	GRIZZLY CONSTRUCTION INC.	03/16/2015	Regular	0.00	3,953.29	40448
LAN01	LAND USE ASSOCIATES	03/16/2015	Regular	0.00	2,420.00	40449
RIP01	REEDLEY IRRIGATION & SUPP	03/16/2015	Regular	0.00	49.10	40450
VAL0L	VALLEY IRON, INC.	03/16/2015	Regular	0.00	1,123.38	40451
WEC00	WECO SUPPLY COMPANY INC.	03/16/2015	Regular	0.00	39.60	40452
YAM01	YAMABE & HORN ENGINEERING INC.	03/16/2015	Regular	0.00	8,897.50	40453
BEL03	ALMA M. BELTRAN	03/17/2015	Regular	0.00	770.00	40454
DEL00	DE LAGE LANDEN FINANCIAL	03/17/2015	Regular	0.00	3,229.40	40455
MAL01	DIANE MALDONADO	03/17/2015	Regular	0.00	448.24	40456
DEL21	HILDA DE LA FUENTE	03/17/2015	Regular	0.00	120.00	40457
LAR03	ISRAEL LARA JR.	03/17/2015	Regular	0.00	770.00	40458
MON15	JUAN MONTANO	03/17/2015	Regular	0.00	779.57	40459
MON15	JUAN MONTANO	03/17/2015	Regular	0.00	448.24	40460
LEA01	LEAGUE OF CALIFORNIA CITIES	03/17/2015	Regular	0.00	75.00	40461
VIL0K	VILLANUEVA, RAUL	03/17/2015	Regular	0.00	770.00	40462
PAD07	YOLANDA PADILLA	03/17/2015	Regular	0.00	779.57	40463
AT&02	A T & T MOBILITY	03/18/2015	Regular	0.00	426.56	40464
AUT01	AUTO ZONE	03/18/2015	Regular	0.00	83.53	40465
CEN17	CENTRAL VALLEY PRESORT. I	03/18/2015	Regular	0.00	227.27	40466
CEN06	CENTRAL VALLEY TOXICOLOGY	03/18/2015	Regular	0.00	156.00	40467
D &00	D & D SERVICES, INC.	03/18/2015	Regular	0.00	195.00	40468
DIA11	DIAMOND COMMUNICATIONS, I	03/18/2015	Regular	0.00	775.00	40469
DRU10	DRUMRIGHT'S OFFICE SUPPLY	03/18/2015	Regular	0.00	1,471.61	40470
FRE13	FRESNO COUNTY TREASURER	03/18/2015	Regular	0.00	19,038.78	40471
GIE01	GIERSCH & ASSOCIATES,INC.	03/18/2015	Regular	0.00	10,747.75	40472
NAV02	JUAN NAVARRO	03/18/2015	Regular	0.00	772.20	40473
MER01	MERZ, ANGELICA S.	03/18/2015	Regular	0.00	511.81	40474
PER01	PERS RETIREMENT	03/18/2015	Regular	0.00	12,295.59	40475
	Void	03/18/2015	Regular	0.00	0.00	40476
MAR01	RICHARD A. DEAN	03/18/2015	Regular	0.00	275.00	40477
ROB03	ROBINSON'S INTERIORS, INC.	03/18/2015	Regular	0.00	3,815.79	40478
SHR00	SHRED-IT USA - FRESNO	03/18/2015	Regular	0.00	77.38	40479
STA19	STATE OF CALIFORNIA	03/18/2015	Regular	0.00	175.00	40480
TER01	TERMINIX PROCESSING CTR.	03/18/2015	Regular	0.00	1,120.00	40481
D&R00	D&R WHOLESALE EQUIPMENT	03/19/2015	Regular	0.00	21,103.88	40482
ADP00	ADP, INC.	03/23/2015	Regular	0.00	511.60	40483
ALL02	ALLIED STARAGE CONTAINERS, INC.	03/23/2015	Regular	0.00	2,500.00	40484
AT&05	AT&T	03/23/2015	Regular	0.00	383.37	40485
BRY00	BRYANT L. JOLLEY	03/23/2015	Regular	0.00	8,000.00	40486
CEN19	CENTRAL SANITARY SUPPLY	03/23/2015	Regular	0.00	111.88	40487
CEN02	CENTRAL VALLEY LOCK	03/23/2015	Regular	0.00	201.97	40488
CEN13	CENTRAL VALLEY SWEEPING	03/23/2015	Regular	0.00	4,883.48	40489
CLA05	CLARK PEST CONTROL	03/23/2015	Regular	0.00	55.00	40490
COM05	COMCAST	03/23/2015	Regular	0.00	300.51	40491
COM05	COMCAST	03/23/2015	Regular	0.00	432.87	40492
DIA11	DIAMOND COMMUNICATIONS, I	03/23/2015	Regular	0.00	80.00	40493
DRU10	DRUMRIGHT'S OFFICE SUPPLY	03/23/2015	Regular	0.00	389.22	40494
FID00	FIDELITY SECURITY LIFE IN	03/23/2015	Regular	0.00	2,430.49	40495
INT06	INTERWEST CONSULTING GROU	03/23/2015	Regular	0.00	1,660.43	40496

Check Report

Date Range: 03/12/2015 - 03/25/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
P.G01	PACIFIC GAS & ELECTRIC	03/23/2015	Regular	0.00	18,222.49	40497
PPA02	PARLIER POLICE ASSO.	03/23/2015	Regular	0.00	1,540.00	40498
PET01	PETTY CASH FUND	03/23/2015	Regular	0.00	139.15	40499
PIT04	PURCHASE POWER	03/23/2015	Regular	0.00	296.91	40500
STA19	STATE OF CALIFORNIA	03/23/2015	Regular	0.00	138.00	40501
SO 01	THE GAS CO.	03/23/2015	Regular	0.00	762.01	40502
THE37	THE LINCOLN NATIONAL LIFE	03/23/2015	Regular	0.00	483.48	40503
	Void	03/23/2015	Regular	0.00	0.00	40504
T-M00	T-MOBILE	03/23/2015	Regular	0.00	55.08	40505
VER08	VERIZON WIRELESS	03/23/2015	Regular	0.00	505.83	40506
A-C00	A-C ELECTRIC COMPANY	03/25/2015	Regular	0.00	1,620.54	40507
ALE01	ALERT-O-LITE, INC.	03/25/2015	Regular	0.00	231.49	40508
BAN02	BANK OF THE WEST	03/25/2015	Regular	0.00	16,050.60	40509
BAN02	BANK OF THE WEST	03/25/2015	Regular	0.00	16,050.60	40510
BIG01	BIG VAL'S AUTO PARTS, INC	03/25/2015	Regular	0.00	30.49	40511
CAL1G	CALIFORNIA INDUSTRIAL RUB	03/25/2015	Regular	0.00	54.66	40512
CAR06	CARDENAS TIRE SERVICE, IN	03/25/2015	Regular	0.00	350.00	40513
CAR03	CARDENAS, DEMETRIA B.	03/25/2015	Regular	0.00	20.35	40514
PIT03	CARTER PITTMAN	03/25/2015	Regular	0.00	34.73	40515
CEN19	CENTRAL SANITARY SUPPLY	03/25/2015	Regular	0.00	87.68	40516
CER03	CERDA, DAVID	03/25/2015	Regular	0.00	129.05	40517
COM05	COMCAST	03/25/2015	Regular	0.00	306.68	40518
COR08	DANIEL CORONA	03/25/2015	Regular	0.00	120.00	40519
DIR01	DIRECTV	03/25/2015	Regular	0.00	74.11	40520
DRU10	DRUMRIGHT'S OFFICE SUPPLY	03/25/2015	Regular	0.00	94.00	40521
FRE2F	FRESNO COUNTY AUDITORS	03/25/2015	Regular	0.00	47.00	40522
FRE35	FRESNO NETWORKS LLC.	03/25/2015	Regular	0.00	7,547.67	40523
FRE35	FRESNO NETWORKS LLC.	03/25/2015	Regular	0.00	1,987.95	40524
GAR48	GARZA'S COMPLETE	03/25/2015	Regular	0.00	800.00	40525
GIE01	GIERSCH & ASSOCIATES,INC.	03/25/2015	Regular	0.00	590.00	40526
GRIFG	GRIZZLY CONSTRUCTION INC.	03/25/2015	Regular	0.00	4,502.00	40527
JAC01	JACOBSEN TRAILER INC.	03/25/2015	Regular	0.00	3,466.70	40528
NAV02	JUAN NAVARRO	03/25/2015	Regular	0.00	129.60	40529
KEN01	KENT M. KAWAGOE, PH.D.	03/25/2015	Regular	0.00	300.00	40530
KRA00	KRAZAN & ASSOCIATES, INC.	03/25/2015	Regular	0.00	350.00	40531
LIB02	LIBERTY ANIMAL CONTROL SE	03/25/2015	Regular	0.00	90.00	40532
NAE01	NAEYC MEMBERSHIP	03/25/2015	Regular	0.00	170.00	40533
NGL00	NGLIC	03/25/2015	Regular	0.00	488.36	40534
OFF01	OFFICE DEPOT	03/25/2015	Regular	0.00	493.13	40535
PON01	PONDEROSA PAINT CO. INC.	03/25/2015	Regular	0.00	1,077.71	40536
POW02	POWERPLAN	03/25/2015	Regular	0.00	140.86	40537
PRE18	PREMIER ACCESS INSURANCE	03/25/2015	Regular	0.00	2,528.49	40538
RED01	REDCO	03/25/2015	Regular	0.00	60.34	40540
RLB01	REEDLEY LUMBER & BUILDING	03/25/2015	Regular	0.00	116.38	40541
REN02	RENT A TOILET	03/25/2015	Regular	0.00	825.00	40542
SHE01	SHELBY A. GONZALES	03/25/2015	Regular	0.00	1,575.00	40543
SOU07	SOUTH COUNTY VETERINARY H	03/25/2015	Regular	0.00	31.00	40544
SPA00	SPARKLETTS	03/25/2015	Regular	0.00	134.50	40545
STA1U	STAR 1 MINI MART	03/25/2015	Regular	0.00	330.48	40546
SYS00	SYSCO OF CENTRAL CALIFORN	03/25/2015	Regular	0.00	962.03	40547
T&J00	T & J ARCO STATION	03/25/2015	Regular	0.00	114.90	40548
TER01	TERMINIX PROCESSING CTR.	03/25/2015	Regular	0.00	84.00	40549
ROD1Q	THOMAS RODRIGUEZ	03/25/2015	Regular	0.00	120.00	40550
TYC00	TYCO INTEGRATED SECURITY,	03/25/2015	Regular	0.00	185.94	40551
USA01	USA BLUE BOOK	03/25/2015	Regular	0.00	1,260.32	40552
USM01	U-SAVE MARKET	03/25/2015	Regular	0.00	1,942.35	40553
WHI00	WHITE CAP CONSTRUCTION SU	03/25/2015	Regular	0.00	649.35	40554
ABI10	ABILITY ANSWERING SERV.	03/25/2015	Regular	0.00	128.72	40555
A-C00	A-C ELECTRIC COMPANY	03/25/2015	Regular	0.00	7,072.93	40556
ALA01	ALANIS, PRISMA	03/25/2015	Regular	0.00	210.00	40557
ALE01	ALERT-O-LITE, INC.	03/25/2015	Regular	0.00	299.80	40558

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
AUT01	AUTO ZONE	03/25/2015	Regular	0.00	211.82	40559
B&H00	B & H METALWORKS	03/25/2015	Regular	0.00	146.78	40560
BIG01	BIG VAL'S AUTO PARTS, INC	03/25/2015	Regular	0.00	20.63	40561
CA-02	CALIFORNIA ASSOCIATION OF CODE ENFORCEN	03/25/2015	Regular	0.00	50.00	40562
CAS100	CASTANEDA, MARIA G.	03/25/2015	Regular	0.00	175.00	40563
CEN19	CENTRAL SANITARY SUPPLY	03/25/2015	Regular	0.00	1,167.42	40564
CEN02	CENTRAL VALLEY LOCK	03/25/2015	Regular	0.00	348.60	40565
DAV06	DAVIS ROAD OIL & EQUIP. INC.	03/25/2015	Regular	0.00	388.68	40566
DIA11	DIAMOND COMMUNICATIONS, I	03/25/2015	Regular	0.00	515.00	40567
EIN01	EINERSON'S PREPRESS	03/25/2015	Regular	0.00	70.35	40568
ENF00	ENFINITY AMERICA CORP.	03/25/2015	Regular	0.00	9,514.32	40569
EWI01	EWING IRRIGATION PRODUCTS	03/25/2015	Regular	0.00	68.18	40570
FAS00	FASTENAL COMPANY	03/25/2015	Regular	0.00	283.16	40571
GRO01	FERGUSON ENTERPRISES INC.	03/25/2015	Regular	0.00	238.26	40572
\F015	FLORES, ROBERT / MARIA	03/25/2015	Regular	0.00	95.60	40573
G&K00	G & K SERVICES INC.	03/25/2015	Regular	0.00	63.63	40574
GIE01	GIERSCH & ASSOCIATES,INC.	03/25/2015	Regular	0.00	9,951.20	40575
GOM99	GOMEZ, JUAN M.	03/25/2015	Regular	0.00	70.00	40576
HOP00	HOPKINS TECHNICAL PRODUCT	03/25/2015	Regular	0.00	6,733.69	40577
JEN04	JENSEN AND PILEGARD #5	03/25/2015	Regular	0.00	601.57	40578
NAT22	NATIONAL METER & AUTOMATI	03/25/2015	Regular	0.00	1,489.71	40579
ONT00	ON TRAC	03/25/2015	Regular	0.00	17.19	40580
P.G01	PACIFIC GAS & ELECTRIC	03/25/2015	Regular	0.00	154.53	40581
QUI02	QUILL CORPORATION	03/25/2015	Regular	0.00	23.75	40582
RLB01	REEDLEY LUMBER & BUILDING	03/25/2015	Regular	0.00	953.52	40583
REA00	RELIABLE OFFICE SUPPLIES	03/25/2015	Regular	0.00	71.27	40585
SAN1H	SANGER NURSERY	03/25/2015	Regular	0.00	545.54	40586
SOC00	SOCIAL VOCATIONAL SERVICE	03/25/2015	Regular	0.00	5,799.98	40587
VAL0L	VALLEY IRON, INC.	03/25/2015	Regular	0.00	39.77	40588

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	256	141	0.00	316,552.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	256	**144**	**0.00**	**316,552.28**

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	3/2015	316,552.28
			316,552.28

V-B

MINUTES

CITY COUNCIL MEETING
OF THE
CITY OF PARLIER AND
SUCCESSOR AGENCY

WEDNESDAY MARCH 18, 2015

I. CALL TO ORDER/WELCOME:

The Council Meeting of the City of Parlier and Successor Agency was held at the Council Chambers located at 1100 E. Parlier Avenue Parlier, California 93648. The meeting was called to order by Mayor Alma Beltran at 6:30 P.M.

ROLL CALL:

Council Members Present: Mayor Alma M. Beltran, Mayor Pro-Tem Raul Villanueva, Councilwoman Diane Maldonado, Councilwoman Yolanda Padilla, Councilman Juan Montaño, City Clerk Dorothy Garza.

Staff Present: Police Chief David Cerda, Director of Community Development Shun Patlan, City Attorney Janell Van Bindsbergen, City Attorney Israel Lara, Executive Assistant/Deputy City Clerk Bertha Augustine, and Director of Public Works Domingo Molina, City Engineer Philip Romero,

Flag Salute: *Mayor Alma M. Beltran*

Invocation:

II. CLOSED SESSION – Public Forum (Began at 6:35 P.M.)

THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES

III. CLOSED SESSION:

1. Government Code Section 54957
   Public Employee Appointment/Employment: Title - City Manager
2. Government Code Section 54957.6
   Conference with Labor Negotiators
   Agency designated representative: City Attorney, Jenell Van Bindsbergen
   Unrepresented Employee: City Manager
3. Closed Session Action
   NO ACTION TAKEN IN CLOSED SESSION.

IV. ADDITIONS/DELETIONS TO THE AGENDA:

Delete Item VIII A. 2. Subject: Per diem in accordance with Personnel Rules or for Council Members and Management Employee out of town travel to conduct City business shall be paid at the rate of $10.00 per day of the Agenda.

M/S/C: Motion to delete item VIII A-2 of the Agenda of March 18, 2015 by Mayor Pro Tem Raul Villanueva, 2nd by Councilwoman Diane Maldonado followed by yes votes from Mayor Alma Beltran, Councilwoman Yolanda Padilla, Councilman Juan Montano and carried.

V. PRESENTATIONS/INFORMATIONAL:

A. Veterans Wall Presentation of Pledge.
The City of Parlier presented a check to the American Legion Alta Post 19 for the construction of American Veterans Traveling Tribute Replica of the Vietnam Wall.

VI. PUBLIC COMMENTS:

PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW

REVERAND EDGAR MOHORKO GAVE AN UPDATE ON STEPS TO PREVENT VIOLENCE.
MIKE GARCIA INVITED EVERYONE TO THE PEACE RALLY SATURDAY.
HOPE HERNANDEZ ANNOUNCED THAT THERE WOULD BE AN EARTH DAY CELEBRATION & EASTER EGG HUNT SATURDAY APRIL 4, 2015 BEGINNING 10:00 TO 2:00 P.M. AT THE EARL RUTH PARK.

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

VII. CONSENT CALENDAR:

These matters are routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested; in which case, the item will be removed from the Consent Calendar for separate action. Prior to action on the Consent Calendar, the public will be given the opportunity to comment on any consent calendar item.

The City Council:

A. Approved the Check Reports dated February 26, 2015 to March 11, 2015.

B. Approved the City Council Minutes dated March 04 2015.

M/S/C: Motion to approve the Consent Calendar by Councilwoman Yolanda Padilla, 2nd b Mayor Pro Tem Raul Villanueva followed by yes votes from Mayor Alma Beltran, Councilwoman Diane Maldonado, and Councilman Juan Montano and carried.

VIII. DEPARTMENT REPORTS:

A. ADMINISTRATION DEPARTMENT:

1. **SUBJECT:** A Resolution of the Successor Agency to the Redevelopment Agency of the City of Parlier approving a preliminary submission to the State Department of Finance regarding a proposed refunding of certain outstanding obligations of the Redevelopment Agency of the City of Parlier.

The City Council Approved Resolution 2015-2 the Financing Team and authorized staff and the Financing Team to begin the various steps necessary to refinance the Prior Bonds. If the Successor Agency approves the concept of the refinancing, a similar Resolution will be brought to the Oversight Board. Once the Oversight Board approves the concept of the refinancing, legal documentation will be brought back to the Successor Agency and Oversight Board for approval. This legal documentation, along with any necessary background information, will then be sent to the State DOF by RSG for approval. The State DOF has 60 days to approve the refinancing and legal documentation. Once approved or shortly prior to approval, bids will be taken from banks which have experience in refinancing tax allocation bonds, a winning bidder will be selected and final legal documentation will be brought back to both the Successor Agency and Oversight Board of final approval.

M/S/C: Motion to approve Resolution 2015-02 of the Successor Agency and Oversight Board by Councilwoman Diane Maldonado, 2nd by Councilwoman Yolanda Padilla followed by yes votes from Mayor Alma Beltran, Mayor Pro Tem Raul Villanueva, Councilman Juan Montano and carried.

***Note: This item has been voted as a deletion by the City Council.**

2. **SUBJECT:** Per diem in accordance with Personnel Rules or for Council Members and Management Employee out of town travel to conduct City business shall be paid at the rate of $110.00 per day.

RECOMMENDATION: Approve Resolution No. 2015-___, Setting per diem Rate.

3. **SUBJECT**: City Manager Contract

That the City Council approved the City Manager Contract and authorized the Mayor to sign the Contract on behalf of the City. (DOCUMENTS TO BE PROVIDED AT TIME OF MEETING)

M/S/C: Motion to approve the City Manager's contract by Mayor Pro Tem Raul Villanueva, 2nd by Councilwoman Diane Maldonado followed by yes votes from Mayor Alma Beltran, Councilwoman Yolanda Padilla, Councilman Juan Montano and carried.

IX. COUNCIL COMMUNICATIONS/COMMENTS:

X. ADJOURNMENT:

Mayor Alma Beltran adjourned the meeting at 8:18 P.M.

Dorothy Garza – City Clerk

Resolutions assigned: 2015-02 The Successor Agency to the Redevelopment Agency
Resolutions adopted by the City of Parlier: None.
Next Resolution for the City of Parlier: 2015-13
Next Ordinance for the City of Parlier: 2015-02

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at from counter at City Hall and at the Parlier Library located at 1130 E. Parlier Avenue, Parlier, CA. during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that eh City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.

4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.

5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.

V-C

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and City of Parlier whose address is 8770 S. Mendocino Avenue, Parlier, CA 93648, hereinafter referred to as "CITY".

WHEREAS, CITY desires to contract with the COUNTY for the performance of law enforcement dispatch services/9-1-1 answering responsibilities for CITY by the COUNTY's Sheriff's Office ("Sheriff"); and

WHEREAS, COUNTY has provided these services to CITY through its Sheriff since February of 1993; and

WHEREAS, the COUNTY, through its Sheriff, continues to be able to render such services; and

WHEREAS, CITY and COUNTY wish to supersede County Agreement Number 13-531, with this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. OBLIGATIONS OF THE COUNTY

A. The COUNTY agrees, through its Sheriff, to provide training to CITY's police personnel in the use of the Sheriff's radio procedures and language as deemed necessary by the parties. This training shall include the computer priority system, uniformity of dispositions, and radio language and discipline. The CITY agrees that its personnel shall comply with COUNTY procedures and shall hold its employees accountable.

B. The COUNTY agrees, through its Sheriff, to receive phone calls in the COUNTY'S Sheriff's Office communications center for requests to dispatch CITY's police department personnel to provide law enforcement services. COUNTY further agrees, through its Sheriff, to dispatch CITY's police department personnel in response to such requests. The dispatching services described in this paragraph do not include, and Sheriff will not be

responsible to provide, dispatching services for requests for emergency medical services or fire suppression services. Calls received requesting emergency medical services or fire suppression services within the boundaries of the CITY will be transferred to the EMS dispatching center.

2. OBLIGATIONS OF THE CITY

A. CITY agrees to convert the radios in its CITY police vehicles to such frequencies as required by the Sheriff's communications system, and further agrees to provide radios in its CITY police vehicles that have a primary and secondary channeling ability as determined by the Sheriff to ensure reasonable communications backup.

B. CITY agrees to have its CITY police personnel use such alpha-numerical identifier system as determined by the Sheriff and the CITY assumes responsibility for keeping the COUNTY'S Sheriff's communication system secure as required by law.

3. TERM

This Agreement shall become effective on the 1st day of July, 2014 and shall terminate on the 30th day of June, 2015.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the COUNTY thirty (30) days advance written notice.

B. Without Cause - This Agreement may be terminated by either party without cause by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. The CITY's Police Chief shall have authority to terminate this Agreement pursuant to this paragraph on behalf of the CITY. The COUNTY's Sheriff shall have authority to terminate this Agreement pursuant to this paragraph on behalf of the COUNTY.

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5. COMPENSATION/INVOICING:

The CITY shall pay monthly to COUNTY the cost agreed for performing the dispatching services under this agreement. The monthly compensation due to the COUNTY and the methodology to determine this amount is set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. The monthly compensation shall be delivered to the COUNTY no later than the 20th day of each month following the month in which services were rendered. The COUNTY reserves the right to modify the rate charged for services under this Agreement, as set forth in Exhibit "A".

COUNTY shall invoice CITY monthly for the previous month's services. Invoices shall be addressed to CITY as follows:

City of Parlier
8770 S. Mendocino
Parlier, CA 93648

Payment shall made by CITY no later than the 20th day of each month following the month in which services were rendered. Payment shall be addresses to COUNTY as follows:

Fresno County Sheriff's Office
P.O. Box 1788
Fresno, CA 93717
Attn: Business Office

6. HOLD HARMLESS: The COUNTY agrees to indemnify, save, hold harmless, and at the CITY's request, defend the CITY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the CITY in connection with the performance, or failure to perform, by the COUNTY, its

officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of the COUNTY, its officers, agents, or employees under this Agreement.

The CITY agrees to indemnify, save, hold harmless, and at the COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the COUNTY in connection with the performance, or failure to perform, by the CITY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of the CITY, its officers, agents, or employees under this Agreement.

Field Code Changed

7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

9. INSURANCE: Without limiting the indemnification of each party as stated in Section 6 above, it is understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

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10. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY	CITY OF PARLIER
COUNTY OF FRESNO	
Fresno County Sheriff 2200 Fresno Street P.O. Box 1788 Fresno, CA 93717 Tel. No. 559-600-8134	David Cerda Chief of Police Parlier Police Department 8770 S. Mendocino Avenue Parlier, CA 93648 559-646-6602

Any and all notices between the COUNTY and the CITY for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

11. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including any and all of the COUNTY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which COUNTY shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that COUNTY is performing its obligations in accordance with the terms and conditions thereof.

COUNTY and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, COUNTY shall have absolutely no right to employment rights and benefits available to CITY employees. COUNTY

shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, COUNTY shall be solely responsible and save CITY harmless from all matters relating to payment of COUNTY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, COUNTY may be providing services to others unrelated to the CITY or to this Agreement.

12. GOVERNING LAW: The parties agree that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CITY and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

14. SUPERSEDES PRIOR AGREEMENT: On and after its effective date, which is stated in Section 3, this Agreement shall supersede Agreement number 13-531 between the CITY and COUNTY.

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

CITY OF PARLIER

(Authorized Signature)

Print Name & Title

Mailing Address

DATE:

APPROVED AS TO FORM

City Attorney

COUNTY OF FRESNO

Deborah A. Poochigian, Chairman, Board of Supervisors

REVIEWED & RECOMMENDED FOR APPROVAL

Margaret Mims, Sheriff

APPROVED AS TO ACCOUNTING FORM

Vicki Crow, Auditor-Controller/Treasurer-Tax Collector

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg, County Counsel

"EXHIBIT A'

The COUNTY agrees to perform contracted services for the CITY at the rate specified below per resident of the CITY (as determined by the State Department of Finance certified population estimate as of January 1st of that year) for each year of this agreement. Under this Agreement the County's cost recovery will be 100%.

Monthly Charge for FY 2014-2015 (July 1, 2014-June 30, 2015) (hereinafter the "2014-2015 Monthly Charge"): $18,623.56/month. The methodology to calculate this amount is as follows:

Per resident charge = $14.88 (100% of $14.88 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2014) = 15,019

2014-2015 Monthly Charge = ($14.88/resident x 15,019 residents)/12 months = **$18,623.56/month**.

FOR ACCOUNTING USE ONLY:

Fund No.	0001
Org. No.	31113320
Account No.	4975

AGENDA ITEM: VI

COUNCIL REPORT

DEPARTMENT REPORTS:

A. POLICE DEPARTMENT:

1. **SUBJECT:** City Council to approve request by Chief of Police to surplus old office furniture and antiquated police equipment, pursuant to Parlier Municipal Code Section 3.04.070.

   RECOMMENDATION: Staff recommends City Council approve the request by the Chief of Police to surplus old office furniture and outdated police equipment/computers/radios.

2. **SUBJECT:** Request City Council to approve the finance director to allocate additional funding to Police Department for office cubicles.

   RECOMMENDATION: Staff recommends City Council give direction to the Finance Department to reallocate funds to the Police Department for the purposes of purchasing office cubicles.

B. ADMINISTRATION DEPARTMENT:

1. **SUBJECT:** Resolution No. 2015-03 of the Successor Agency to the Redevelopment Agency of the City of Parlier requesting direction to undertake proceedings for the issuance of Tax Allocation refunding bonds to refund certain outstanding obligations of the former Redevelopment Agency of the City of Parlier, approving the issuance of such refunding bonds and the execution and delivery of an indenture of trust and Escrow Instructions and providing other matters relating to the issuance of the refunding Bonds.

   RECOMMENDATION: Approve the attached legal documentation to proceed with the refinancing of the Prior Bonds.

2. **SUBJECT:** Per Diem.

   RECOMMENDATION: Staff recommends the Parlier City Council approve Resolution No. 2015-___, Setting Per Diem Rate.

3. **SUBJECT:** Senior Center Marketing.

   RECOMMENDATION: Accept the Proposal from Nick Lotta; and authorize the City Manager to execute all documents pertaining to Nick Lotta's marketing proposal.

4. **SUBJECT:** Stipends paid to City Council Members and City Clerk.

RECOMMENDATION: Direct staff to update Parlier Municipal Code §2.04.012, to conform with current compensation levels and the legal requirements for the City Council and City Clerk and begin the ordinance adoption process.

5. **SUBJECT:** Unsolicited Proposal from Alfonso & Elida Padron Reduce Violent Crime Project

RECOMMENDATION: Direct staff on how to proceed with the proposal received.

6. **SUBJECT:** YCA Physical and Wellness Program.

RECOMMENDATION: Authorize the City of Parlier to make changes to the 741 Tulare Street property and 745 Tulare Street side property.

1. Add "YCA OFFICE" to building
2. Add a sign to the property near Newmark
3. Turn open area into multi sports field

7. **SUBJECT:** Sustainable Energy Roadmap (SER)

RECOMMENDATION: Direct staff to participate in Sustainable Energy Roadmap (SER) program.

C. GRANTS DEPARTMENT:

1. **SUBJECT:** Operating agreement between City of Parlier and Fresno Police Department Chaplaincy. Budget Modification to Cal-Grip 818-13.

RECOMMENDATION: It is recommended the City Council approve the Operating Agreement and authorize the City Manager to sign.

AGENDA ITEM: VI-A1.
MEETING DATE: 04/01/2015
DEPARTMENT: Police

REPORT TO CITY COUNCIL

SUBJECT:

Request City Council to approve Chief of Police to surplus old office furniture and antiquated police equipment, pursuant to Parlier Municipal Code Section 3.04.070.

RECOMMENDATION:

Staff recommends City Council approve the request by the Chief of Police to surplus old office furniture and outdate police equipment/computers/ radios.

BACKGROUND:

The police department has accumulated old office furniture over several years. Much of the furniture was donated to the Police department and due to its condition, no longer has any true economic value to the city. The Police department has also accumulated several antiquated computers and police radios that are no longer compatible with the current data base. Old non-operational light bars and prisoner car cages are also encumbering space. The Police department has no further use for the older furniture and police car equipment and outdated computers and police radios.

RECOMMENDATION:
It is the staff's recommendation that the council approve the surplus of old office police equipment and office furniture. The Chief wishes to dispose of the items by way of city auction, to the highest bidder.

FISCAL IMPACT: There is no fiscal impact for this item.

- 6 office desks
- 2 office file cabinets
- 2 office end tables
- 10 lap top computers
- 7 desk top computers
- 10 police radios with chargers
- 2 police overhead light bars
- 4 police car prisoner cages
- 5 seat cushions
- 6 Side door paneling

Prepared By:

David Cerda
Chief of Police

Approved By:

Israel Lara
Interim City Manager

Attachments: Resolution No. 2014-___

AGENDA ITEM: VI-A2
MEETING DATE: 4/01/2015
DEPARTMENT: Police

REPORT TO CITY COUNCIL

SUBJECT: Request City Council to approve the finance director to allocate additional funding to Police Department for office cubicles.

BACKGROUND:

The Parlier Police department is undergoing moderate renovations to improve its professional outlook. Currently the Chief of Police has identified specific priorities to assist with the desired upgrades. It is the Chiefs recommendation that office style cubicles will enhance the professional atmosphere of the police department. Office cubicles are essential in establishing structure within an organization. Cubicles are conducive to the privacy necessary for Sergeants and special investigators. Currently police budget funds will not finance the recommended upgrade of office cubicles. The Chief of Police is requesting additional funds to finance the upgrades.

RECOMMENDATION: The City staff recommends City Council give direction to the finance department to reallocate funds to the police department for the purposes of purchasing office cubicles.

- 7 office cubicles: 13,000.

FISCAL IMPACT: There is a fiscal impact for this request:

- 7 office cubicles 8x8 with electrical outlets and locking door: approximately 25,000.
- Police department budget line item 5400-7003: 12,000
- Additional funds necessary to purchase office cubicles: **13,000.**

Prepared By:

David Cerda
Chief of Police

Approved By:

Israel Lara
Interim City Manager

Attachments: Resolution No. 2015-___

VI-B1

STAFF REPORT

TO: THE SUCCESSOR AGENCY TO THE PARLIER REDEVELOPMENT AGENCY

FROM: Israel Lara, Jr., City Manager

DATE: April 1, 2015

SUBJECT: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER REQUESTING DIRECTION TO UNDERTAKE PROCEEDINGS FOR THE ISSUANCE OF TAX ALLOCATION REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PARLIER, APPROVING THE ISSUANCE OF SUCH REFUNDING BONDS AND THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND ESCROW INSTRUCTIONS AND PROVIDING OTHER MATTERS RELATING TO THE ISSUANCE OF THE REFUNDING BONDS

BACKGROUND

On March 18, 2015 the Successor Agency adopted a Resolution to begin the refinancing of the former Redevelopment Agency's 1998, 2004 and 2008 Tax Allocation Bonds (the "Prior Bonds"). The City and other local agencies would be the beneficiary of a refinancing of the Prior Bonds through the 2015 Direct Placement. On March 26th the Oversight Board was scheduled to meet to adopt a similar Resolution approving the refinancing and approving agreements with the Financing Team.

The Successor Agency must now approve the form of the legal documents for the 2015 Direct Placement. These legal documents are: the Indenture and the Escrow Instructions for the three Prior Bonds. Once approved by the Successor Agency and Oversight Board, the documents, the refinancing analysis, and other required documentation will be sent over to the State of California Department of Finance (the "DOF") by the Rosenow Spevacek Group ("RSG"). The DOF will have 5 days to confirm that the information has been received and then 60 days to approve the refinancing.

It is anticipated that shortly prior to the anticipated date of the State DOF approval, the Placement Agent and Financial Advisor will prepare a bid solicitation that will be sent to potential banks that have a track record on bidding on refinancing for tax allocation bonds. After giving time to the banks to review the credit worthiness and other factors of the 2015 Bonds, bids will be taken and analyzed by the Placement Agent. This would reviewed by the Financial Advisor and a recommendation would be made to City Staff to accept a bid which would "lock in" the interest rate. Once the State DOF provides its approval, the updated savings numbers will be provided to the Successor Agency and Oversight Board for approval. Please see Exhibit A for estimated savings that local agency will receive based on current interest rates.

RECOMMENDATION:

Approve the attached legal documentation to proceed with the refinancing of the Prior Bonds.

Exhibit A

Agency	Estimated Percent of 1% Distribution	Estimated Savings 2015-16	Estimated Savings 2016-17	Estimated Savings 2017-18	Total Estimated Savings
		$693,710.70	$692,784.18	$152,761.77	$1,539,256.65
County Library	0.000002	1.39	1.39	0.31	3.08
Parlier Cemetery	0.033034	22,916.04	22,885.43	5,046.33	50,847.80
Sierra-King Hospital	0.017617	12,221.10	12,204.78	2,691.20	27,117.08
Consolodiated Mosquito	0.00871	6,042.22	6,034.15	1,330.56	13,406.93
Parlier Unified	0.354512	245,928.77	245,600.31	54,155.88	545,684.95
State Center College	0.05519	38,285.89	38,234.76	8,430.92	84,951.57
County School Services	0.031875	22,112.03	22,082.50	4,869.28	49,063.81
City of Parlier	0.208771	144,826.68	144,633.25	31,892.23	321,352.15
Fresno County	0.290289	201,376.59	201,107.63	44,345.06	446,829.27
	1.00%	$ 693,710.70	$692,784.18	$152,761.77	$1,539,256.65

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER REQUESTING DIRECTION TO UNDERTAKE PROCEEDINGS FOR THE ISSUANCE OF TAX ALLOCATION REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PARLIER, APPROVING THE ISSUANCE OF SUCH REFUNDING BONDS AND THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND ESCROW INSTRUCTIONS AND PROVIDING OTHER MATTERS RELATING TO THE ISSUANCE OF THE REFUNDING BONDS

WHEREAS, the Redevelopment Agency of the City of Parlier (referred to as the "Former Agency" herein) was a redevelopment agency in the City of Parlier ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (as amended by the Dissolution Act (defined below), the "Redevelopment Law"); and

WHEREAS, the City Council has adopted a redevelopment plan for the Former Agency's redevelopment project area, and from time to time, the City Council has amended such redevelopment plan; and

WHEREAS, the Former Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill No. X1 26 ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos,* all California redevelopment agencies, including the Former Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted a resolution pursuant to Part 1.85 of AB 26, electing to have the City to serve as the successor agency to the Former Agency upon it dissolution of the Former Agency (the "Successor Agency"), and since February 1, 2012, the Successor has exercised its powers and fulfilled its duties pursuant to Part 1.85 of AB 26, and AB 1484 as a separate legal entity; and

WHEREAS, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484 (Chapter 26, Statutes 2012) ("AB 1484"), which imposed additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies, including, without limitation, refunding or refinancing bonds or other indebtedness; and

WHEREAS, California Health and Safety Code Section 34179, added by AB 26 and amended by AB 1484 (collectively, the "Dissolution Act"), establishes a seven (7) member local entity with respect to each successor agency and such entity is titled the "oversight board." The oversight board has been established for the Successor Agency (hereinafter referred to as the "Oversight Board") and all seven (7) members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Redevelopment Law; and

WHEREAS, pursuant to California Health and Safety Code Section 34179.7 of the Redevelopment Law, the California Department of Finance (the "Department of Finance") issued a Finding of Completion to the Successor Agency; and

WHEREAS, the Former Agency is obligated to pay the Parlier Redevelopment Project 1998 Tax Allocation Refunding Bonds, issued in the aggregate principal amount of $5,345,000 (the "1998 Bonds"), the 2004 Tax Allocation Bonds, issued in the aggregate principal amount of $5,920,000 (the "2004 Bonds") and Parlier Redevelopment Project 2008 Subordinate Tax Allocation Bonds, issued in the aggregate principal amount of $3,190,000 (the "2008 Bonds" and, collectively with the 1998 Bonds and the 2004 Bonds, the "Bonds") for the purpose of financing programs, projects and activities relating to the Former Agency's Parlier Redevelopment Project (the "Redevelopment Project") from tax increment revenues derived from the Redevelopment Project; and

WHEREAS, the Prior Obligations constitute "enforceable obligations" under and within the meaning of Section 34171(d) of the Redevelopment Law and constitute indebtedness of the Former Agency; and

WHEREAS, the Prior Obligations are currently subject to prepayment, and the Successor Agency has determined that based on current conditions in the municipal bond market, the Prior Obligations can be refunded for the purpose of realizing debt service savings which would result in additional tax increment revenues for distribution to the affected taxing agencies; and

WHEREAS, AB 1484, among other things, amended the California Health and Safety Code to authorize the Successor Agency to issue bonds pursuant to Article 11 (commencing with

Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Law") for the purpose of achieving debt service savings; and

WHEREAS, the Dissolution Act added Section 34177.5 to the Redevelopment Law, which authorizes the Successor Agency to refund the Prior Obligations as long as the following two conditions are met: First, the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the Prior Obligations to be refunded plus the remaining principal of the Prior Obligations to be refunded; and second, the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the Prior Obligations, to establish customary debt service reserves, and to pay related costs of issuance including costs of financial advisors, consultants, counsel and staff related to the refunding (the "Refunding Test"); and

WHEREAS, on March __, 2015, pursuant to Resolution No. OB _____, the Oversight Board directed the Successor Agency to prepare for the refunding of all or a portion of the Prior Obligations to achieve debt service savings; and

WHEREAS, the Successor Agency has determined, based on current conditions in the municipal bond market, that it will achieve debt service savings in compliance with the Refunding Test as evidenced by the analysis prepared by Southwest Securities, Inc. (the "Placement Agent"), as placement agent, describing potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the refunding of the Prior Obligations (the "Debt Service Savings Analysis");

WHEREAS, the Successor Agency proposes to achieve the potential debt service savings evidenced by the Debt Service Savings Analysis by issuing its Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015 (the "Refunding Bonds") under the Refunding Bond Law and under an Indenture of Trust, dated as of _____ 1, 2015 (the "Indenture") between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"); and

WHEREAS, the Successor Agency will submit this Resolution and seek a resolution from the Oversight Board approving the issuance, sale and delivery of the Refunding Bonds by the Successor Agency, as authorized by Section 34177.5(f) of the Redevelopment Law, and making certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance, sale and delivery of the Refunding Bonds, to be effective upon approval by the Department of Finance of such approval by the Oversight Board.

NOW, THEREFORE, the Successor Agency to the Redevelopment Agency of the City of Parlier resolves as follows:

Section 1. Determination of Savings. The Successor Agency has determined that there are significant potential savings available to it and to applicable taxing entities in compliance with the Refunding Test by the issuance by the Successor Agency of the Refunding Bonds to

provide funds to refund the Prior Obligations, all as evidenced by the Debt Service Savings Analysis on file with the City Clerk as secretary of the Successor Agency, which Debt Service Savings Analysis is hereby approved. The Successor Agency hereby makes the following findings:

(i) Due to low interest rates, it is beneficial to the Successor Agency and all taxing entities to undertake a refunding of the Prior Obligations.

(ii) The refinancing thresholds set forth in the Refunding Test have been met or shall be met concurrently with the issuance of the Bonds.

(iii) The Successor Agency has made diligent efforts to ensure that the lowest long-term cost financing is obtained, which shall not provide for any bullets or spikes and shall not use variable rates.

(iv) The Successor Agency has made use of an independent financial advisor in developing financing proposals and shall make the work products of the financial advisor available to the Department of Finance upon request.

Section 2. Request for Direction. The Oversight Board is hereby requested to direct the Successor Agency to undertake the refunding proceedings pursuant to Section 34177.5(a)(1) of the Redevelopment Law for the issuance, sale and delivery of the Refunding Bonds.

Section 3. Approval of Issuance of the Refunding Bonds. The Successor Agency hereby authorizes and approves the issuance of the Refunding Bonds pursuant to the Refunding Law in the aggregate principal amount of not to exceed $_____ for the purpose of providing funds to refinance the Prior Obligations in whole. The Successor Agency further authorizes the sale of the Refunding Bonds, provided that the Refunding Bonds shall bear interest at such rates and shall be sold at such a price so as to achieve the terms of the Refunding Test required to be met by Section 34177.5(a)(1) of the Redevelopment Law.

Section 4. Approval of Indenture. The Successor Agency hereby approves the Indenture prescribing the terms and provisions of the Refunding Bonds and the application of the proceeds thereof. Each of the Mayor, as the presiding officer of the Successor Agency, or the City Manager of the City of Parlier, as the chief administrative officer of the Successor Agency (each, an "Authorized Officer"), is hereby authorized and directed to execute and deliver, and the City Clerk, as the Secretary of the Successor Agency, is hereby authorized and directed to attest to, the Indenture for and in the name and on behalf of the Successor Agency, in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of the Indenture. The Successor Agency hereby authorizes the delivery and performance of the Indenture.

Section 5. Approval of Escrow Instructions. (a) The form of escrow instructions, by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), relating to the refunding and defeasance of the 1998 Bonds (the "1998 Escrow Instructions"), in the form on file with the City Clerk, is hereby approved and the Authorized Officers are, each acting alone, hereby authorized and directed, for and in the

name and on behalf of the Successor Agency, to execute and deliver the 1998 Escrow Instructions in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the 1998 Escrow Instructions. The Successor Agency hereby authorizes the delivery and performance of the 1998 Escrow Instructions.

(b) The form of escrow instructions, by and between the Successor Agency and the Escrow Bank, relating to the refunding and defeasance of the 2004 Bonds (the "2004 Escrow Instructions"), in the form on file with the City Clerk, is hereby approved and the Authorized Officers are, each acting alone, hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the 2004 Escrow Instructions in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the 2004 Escrow Instructions. The Successor Agency hereby authorizes the delivery and performance of the 2004 Escrow Instructions.

(c) The form of escrow instructions, by and between the Successor Agency the Escrow Bank, relating to the refunding and defeasance of the 2008 Bonds (the "2008 Escrow Instructions"), in the form on file with the City Clerk, is hereby approved and the Authorized Officers are, each acting alone, hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the 2008 Escrow Instructions in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the 2008 Escrow Instructions. The Successor Agency hereby authorizes the delivery and performance of the 2008 Escrow Instructions.

Section 6. Oversight Board Approval of the Issuance of the Refunding Bonds. The Successor Agency hereby requests that the Oversight Board approve the issuance, sale and delivery of the Refunding Bonds pursuant to this Resolution and the Indenture, as above described.

Section 7. Filing of Resolution. The City Clerk, as the Secretary of the Successor Agency, is hereby authorized and directed to file a certified copy of this Resolution with the Oversight Board, together with the Debt Service Savings Analysis, and, as provided in Section 34180(j) of the Redevelopment Law, with the Fresno County Administrative Officer, the Fresno County Auditor-Controller and the Department of Finance.

Section 9. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the refunding proceedings and the issuance, sale and delivery of the Refunding Bonds:

(a) The Successor Agency is authorized, as provided in Section 34177.5(f) of the Redevelopment Law, to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City of Parlier for

administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;

(b) The application of proceeds of the Refunding Bonds by the Successor Agency to the refunding and defeasance of the Prior Obligations, as well as to the payment by the Successor Agency of all costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a) of the Redevelopment Law, shall be implemented by the Successor Agency promptly upon sale and delivery of the Refunding Bonds, and, notwithstanding Section 34177.3 of the Redevelopment Law or any other provision of law to the contrary, no further approval of the Oversight Board, the Department of Finance, the Fresno County Auditor-Controller or any other person or entity other than the Successor Agency shall be required;

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34181(a)(3) of the Redevelopment Law without any deductions with respect to continuing costs related to the Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183 of the Redevelopment Law. In addition and as provided by Section 34177.5(f) of the Redevelopment Law, if the Successor Agency is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings from such property tax revenues pursuant to Section 34183 of the Redevelopment Law without reduction in its Administrative Cost Allowance.

Section 10. Official Actions. The Authorized Officers and any and all other officers of the Successor Agency are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in obtaining the requested approvals by the Oversight Board and the Department of Finance and to implement the sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 11. Effective Date. This Resolution shall take effect from and after its passage and adoption.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Redevelopment Agency of the City of Parlier held on the ____ day of _____, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chair

Attest:

_____
Secretary

I hereby certify that the above Resolution No. _____ was duly introduced, read and adopted by the Successor Agency to the Redevelopment Agency of the City of Parlier at a regular meeting held on _____, 2015.

_____
Secretary

ESCROW INSTRUCTIONS

from the

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

Dated for reference purposes as of _____ 1, 2015

ESCROW INSTRUCTIONS

These Escrow Instructions, dated for reference purposes as of _____ 1, 2015 (the "Instructions"), are provided by the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") in connection with the Redevelopment Agency of the City of Parlier, Parlier Redevelopment Project 1998 Tax Allocation Refunding Bonds, originally delivered in the principal amount of $5,345,000, of which $_____ remains outstanding (the "Prior Bonds"), to The Bank of New York Mellon Trust Company, N.A., as escrow agent hereunder (the "Escrow Agent") and as trustee pursuant to an Indenture of Trust, dated as of April 1, 1998 (the "1998 Indenture"), between the dissolved Redevelopment Agency of the City of Parlier (the "Original Agency") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "1998 Trustee"). The Prior Bonds are payable solely from and secured by Tax Revenues (as defined in the 1998 Indenture).

RECITALS

A. Pursuant to an indenture of trust, dated as of _____ 1, 2015 (the "Indenture") between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the Agency issued its Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015, in the principal amount of $_____ (the "Bonds"), for the purpose of enabling the Agency to refinance the Prior Bonds, and to provide for the termination of the pledge of and lien created by the 1998 Indenture.

B. The Agency is selling the Bonds to _____ (the "Bank") through a private placement.

I. Instructions to the Escrow Agent.

The Agency hereby directs and instructs the Escrow Agent as follows:

1.1 Escrow Fund. The Escrow Agent shall establish and hold in escrow, separate and apart from other funds and accounts, a special account designated the "Escrow Fund." The Escrow Agent shall administer such account as provided in these Instructions. Amounts in the Escrow Fund are irrevocably pledged and shall be applied solely for the purposes set forth in these Instructions. The Escrow Fund shall be maintained by the Escrow Agent until all of the Prior Bonds have been paid in accordance with their terms and these Instructions.

1.2 Deposits to the Escrow Fund; Transfer of Funds. The Escrow Agent shall deposit into the Escrow Fund proceeds from the Bonds in the amount of $_____, and shall transfer to the Escrow Fund the other amounts set forth in Schedule B hereto. The total amount of such transfer shall equal $_____, and is equal to the amount needed to redeem the Prior Bonds in whole as set forth in Section 1.3 hereof.

The Escrow Agent shall hold the amounts deposited into the Escrow Fund uninvested.

1.3 Payments on the Prior Bonds.

A. The Escrow Agent shall transfer from the Escrow Fund, in immediately available funds, to the 1998 Trustee for deposit in the Redemption Account created by the 1998 Indenture, on _____, 2015, an amount sufficient to pay the principal and accrued interest of all Prior Bonds maturing on or after August 1, [2016]. The Agency hereby irrevocably designates the Prior Bonds maturing on or after August 1, [2016] for prior redemption on _____, 2015, and hereby irrevocably instructs the 1998 Trustee to give the mailed notice of redemption as required by the 1998 Indenture and the notice of defeasance as provided in Section 1.6 hereof.

B. Transfers from the Escrow Fund shall be made only from the amounts on deposit in the Escrow Fund.

1.4 Release of Pledge. By its acceptance of these Instructions, the Agency acknowledges that the provisions of Section 9.03 of the 1998 Indenture have been satisfied. Upon receipt of (i) an opinion of Nossaman LLP, addressed to the Escrow Agent to the effect that upon making the deposits into the Escrow Fund the lien and pledge of the 1998 Indenture, as it applies to the Prior Bonds, was defeased and terminated in accordance with the terms of the 1998 Indenture (the "Defeasance Opinion"), and (ii) a verification report dated _____, 2015 of _____ (the "Verification Agent") concerning the sufficiency of amounts in the Escrow Fund for purposes of paying debt service and redemption costs on the Prior Bonds (the "Verification Report"), the Escrow Agent hereby acknowledges and confirms that as to the Prior Bonds the lien established by the 1998 Indenture is discharged and the pledge and lien upon the Tax Revenues is terminated.

1.5 Excess Funds to Agency. From and after _____, 2015, any remaining moneys on deposit in the Escrow Fund established and held pursuant to these Instructions, except for amounts held by the Escrow Agent to pay the registered owners of Prior Bonds, after the payment of all fees and expenses of the Escrow Agent, be remitted by the Escrow Agent to the Agency without further claim therefor.

1.6 Notice of Defeasance. Upon the delivery of the Defeasance Opinion, the Escrow Agent shall mail a notice of defeasance of the Prior Bonds to the owners thereof, which notice of defeasance shall be substantially in the form attached hereto as Schedule C.

II. Irrevocability.

These Instructions shall be irrevocable and may not be amended or modified unless for the purpose of (A) curing any ambiguity or omission relating to these Instructions or of curing, correcting or supplementing any defective provision contained herein; (B) adding to or supplementing the rights of the owners of the Prior Bonds; or (C) severing any portion of these Instructions deemed to be illegal and the Escrow Agent first shall have received: (i) an opinion from nationally recognized bond counsel to the effect that such amendment or modification is in compliance with the requirements of this Section II and would not, in and of itself, (a) cause the Prior Bonds to become arbitrage bonds within the meaning of Section 148 of the Code and the

regulations thereunder in effect at the time of such proposed amendment or modification or (b) adversely affect the conclusions expressed in the Defeasance Opinion , and (ii) a certificate of the Verification Agent to the effect that such modification or amendment would not adversely affect the conclusions expressed in the Verification Report.

Except as otherwise provided herein, the owners of the Prior Bonds shall have an express lien on all funds and amounts on deposit in the Escrow Fund with the Escrow Agent in accordance with these Instructions until used and applied in accordance herewith.

III. Liability.

The liability of the Escrow Agent and the 1998 Trustee for the payment of moneys as hereinabove set forth respecting the payment of the debt service on, and the redemption of, the Prior Bonds shall be limited solely to the moneys on deposit with the Escrow Agent in the Escrow Fund pursuant to these Instructions and available for such purposes. No provision of these Instructions shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

Neither the Escrow Agent nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under these Instructions or in connection herewith except to the extent caused by the Escrow Agent's negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review. Anything in these Instructions to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to these Instructions sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Agency elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Agency agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Agency; and

(iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

IV. [Reserved].

V. Fees.

The Agency shall pay to the Escrow Agent its fees for its services hereunder and reimburse the Escrow Agent for its reasonable expenses incurred hereunder. The Escrow Agent shall not have any lien whatsoever upon any of the moneys in the Escrow Fund, or otherwise deposited in accordance with these Instructions, for the payment of fees and expenses for services rendered by it hereunder.

The Agency covenants and agrees to indemnify and save the Escrow Agent and its officers, directors, agents and employees, harmless against any and all claims, losses, expenses (including reasonable attorney fees and disbursements) and liabilities which it may incur arising out of or in the exercise and performance of its duties hereunder, but excluding any and all claims, losses, expenses and liabilities which are due to the negligence or willful misconduct of the Escrow Agent, its officers, directors, or employees. The obligations of the Agency under this Section V shall survive the removal or resignation of the Escrow Agent and payment of the Prior Bonds and the discharge of the 1998 Indenture as it relates thereto.

VI. Defeasance.

Upon deposit of the amounts set forth in Section 1.2 hereof, all obligations of the Agency under the 1998 Indenture and all security provided by the 1998 Indenture for the Prior Bonds shall cease and terminate, excepting only the obligations of the Agency to pay, or cause to be paid, principal of and premium, if any, and interest on the Prior Bonds from the deposit made by the Agency and the Agency pursuant to Section 1.2 hereof, and the Agency's obligation to indemnify the 1998 Trustee pursuant to the 1998 Indenture.

VII. Termination.

These Instructions shall, except as set forth in Section V hereof, terminate and be of no further force and effect when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made, and all payments on the Prior Bonds shall have been effected.

VIII. Invalidity; Applicable Law.

If any one or more of the provisions of these Instructions should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of these Instructions. These Instructions shall be construed and governed in accordance with the laws of the State of California.

IX. Binding Effect; Successors.

These instructions shall be binding upon and shall inure to the benefit of the parties hereto and the owners of the Prior Bonds and their respective successors and assigns. The owners of the Prior Bonds shall have no lien whatsoever on moneys representing principal of or interest on the investments held by the Escrow Agent in accordance with these Instructions. Whenever in these Instructions any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all instructions contained in these Instructions to, by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

X. Counterparts.

These Instructions may be executed, approved and acknowledged in several counterparts, all or any one of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

XI. Duties of the Escrow Agent; Protection.

The Escrow Agent shall perform only such duties as are specifically set forth in these Instructions and no implied covenants or obligations shall be read into these Instructions against the Escrow Agent. The Escrow Agent may consult with counsel, and the written advice of such counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The rights and protections afforded the 1998 Trustee in Article VI of the 1998 Indenture shall apply to the Escrow Agent and such Section is incorporated herein by reference to apply to the Escrow Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has issued these Instructions, and the Escrow Agent and the 1998 Trustee have acknowledged and accepted these Instructions.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

By: _____
Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent and 1998 Trustee

By: _____
Authorized Officer

SCHEDULE A
[RESERVED]

SCHEDULE B
DESCRIPTION OF TRANSFERRED FUNDS

A. Transfer to Escrow Fund: $_____;

(i) From proceeds of the Bonds: $_____; and

(ii) From the 1998 Reserve Fund: $_____.

SCHEDULE C
NOTICE OF DEFEASANCE

Notice of Owners of Outstanding
Redevelopment Agency of the City of Parlier, Parlier Redevelopment Project,
1998 Tax Allocation Refunding Bonds

NOTICE IS HEREBY GIVEN that the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") has, on _____, 2015, from a cash deposit irrevocably set aside in an Escrow Fund created for such purpose and held by The Bank of New York Mellon Trust Company, N.A., as Escrow Agent (the "Escrow Agent"), pursuant to Escrow Instructions, dated as of _____ 1, 2015 (the "Escrow Instructions"), between the Agency and the Escrow Agent, moneys which shall be sufficient, as evidenced by the verification report delivered to the Escrow Agent, on which it is relying (a) to pay on _____, 2015 the principal amount due on the above referenced bonds identified on Schedule 1 hereto (the "Bonds") and (b) to pay interest accrued but unpaid on all such Bonds to _____, 2015.

The moneys so deposited in the Escrow Fund (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal of and interest on the Bonds. Said moneys will remain uninvested.

Dated:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank

SCHEDULE 1
TO
SCHEDULE C

PRIOR OBLIGATIONS TO BE PAID FROM THE ESCROW FUND

Redevelopment Agency of the City of Parlier, Parlier Redevelopment Project, 1998 Tax Allocation Refunding Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	CUSIP®
2018	$ 1,055,000	5.000%	
2023	1,340,000	5.125	
2028	1,745,000	5.200	

ESCROW INSTRUCTIONS

from the

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

Dated for reference purposes as of _____ 1, 2015

ESCROW INSTRUCTIONS

These Escrow Instructions, dated for reference purposes as of _____ 1, 2015 (the "Instructions"), are provided by the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") in connection with the Redevelopment Agency of the City of Parlier 2004 Tax Allocation Bonds, originally delivered in the principal amount of $5,920,000, of which $_____ remains outstanding (the "Prior Bonds"), to The Bank of New York Mellon Trust Company, N.A., as escrow agent hereunder (the "Escrow Agent") and as trustee pursuant to an Indenture of Trust, dated as of May 1, 2004 (the "2004 Indenture"), between the dissolved Redevelopment Agency of the City of Parlier (the "Original Agency") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "2004 Trustee"). The Prior Bonds are payable solely from and secured by Tax Revenues (as defined in the 2004 Indenture).

RECITALS

A. Pursuant to an indenture of trust, dated as of _____ 1, 2015 (the "Indenture") between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the Agency issued its Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015, in the principal amount of $_____ (the "Bonds"), for the purpose of enabling the Agency to refinance the Prior Bonds, and to provide for the termination of the pledge of and lien created by the 2004 Indenture.

B. The Agency is selling the Bonds to _____ (the "Bank") through a private placement.

I. Instructions to the Escrow Agent.

The Agency hereby directs and instructs the Escrow Agent as follows:

1.1 Escrow Fund. The Escrow Agent shall establish and hold in escrow, separate and apart from other funds and accounts, a special account designated the "Escrow Fund." The Escrow Agent shall administer such account as provided in these Instructions. Amounts in the Escrow Fund are irrevocably pledged and shall be applied solely for the purposes set forth in these Instructions. The Escrow Fund shall be maintained by the Escrow Agent until all of the Prior Bonds have been paid in accordance with their terms and these Instructions.

1.2 Deposits to the Escrow Fund; Transfer of Funds. The Escrow Agent shall deposit into the Escrow Fund proceeds from the Bonds in the amount of $_____, and shall transfer to the Escrow Fund the other amounts set forth in Schedule B hereto. The total amount of such transfer shall equal $_____, and is equal to the amount needed to redeem the Prior Bonds in whole as set forth in Section 1.3 hereof.

The Escrow Agent shall hold the amounts deposited into the Escrow Fund uninvested.

1.3 Payments on the Prior Bonds.

A. The Escrow Agent shall transfer from the Escrow Fund, in immediately available funds, to the 2004 Trustee for deposit in the Redemption Account created by the 2004 Indenture, on _____, 2015, an amount sufficient to pay the principal and accrued interest of all Prior Bonds maturing on or after August 1, [2016]. The Agency hereby irrevocably designates the Prior Bonds maturing on or after August 1, [2016] for prior redemption on _____, 2015, and hereby irrevocably instructs the 2004 Trustee to give the mailed notice of redemption as required by the 2004 Indenture and the notice of defeasance as provided in Section 1.6 hereof.

B. Transfers from the Escrow Fund shall be made only from the amounts on deposit in the Escrow Fund.

1.4 Release of Pledge. By its acceptance of these Instructions, the Agency acknowledges that the provisions of Section 9.03 of the 2004 Indenture have been satisfied. Upon receipt of (i) an opinion of Nossaman LLP, addressed to the Escrow Agent to the effect that upon making the deposits into the Escrow Fund the lien and pledge of the 2004 Indenture, as it applies to the Prior Bonds, was defeased and terminated in accordance with the terms of the 2004 Indenture (the "Defeasance Opinion"), and (ii) a verification report dated _____, 2015 of _____ (the "Verification Agent") concerning the sufficiency of amounts in the Escrow Fund for purposes of paying debt service and redemption costs on the Prior Bonds (the "Verification Report"), the Escrow Agent hereby acknowledges and confirms that as to the Prior Bonds the lien established by the 2004 Indenture is discharged and the pledge and lien upon the Tax Revenues is terminated.

1.5 Excess Funds to Agency. From and after _____, 2015, any remaining moneys on deposit in the Escrow Fund established and held pursuant to these Instructions, except for amounts held by the Escrow Agent to pay the registered owners of Prior Bonds, after the payment of all fees and expenses of the Escrow Agent, be remitted by the Escrow Agent to the Agency without further claim therefor.

1.6 Notice of Defeasance. Upon the delivery of the Defeasance Opinion, the Escrow Agent shall mail a notice of defeasance of the Prior Bonds to the owners thereof, which notice of defeasance shall be substantially in the form attached hereto as Schedule C.

II. Irrevocability.

These Instructions shall be irrevocable and may not be amended or modified unless for the purpose of (A) curing any ambiguity or omission relating to these Instructions or of curing, correcting or supplementing any defective provision contained herein; (B) adding to or supplementing the rights of the owners of the Prior Bonds; or (C) severing any portion of these Instructions deemed to be illegal and the Escrow Agent first shall have received: (i) an opinion from nationally recognized bond counsel to the effect that such amendment or modification is in compliance with the requirements of this Section II and would not, in and of itself, (a) cause the Prior Bonds to become arbitrage bonds within the meaning of Section 148 of the Code and the

regulations thereunder in effect at the time of such proposed amendment or modification or (b) adversely affect the conclusions expressed in the Defeasance Opinion , and (ii) a certificate of the Verification Agent to the effect that such modification or amendment would not adversely affect the conclusions expressed in the Verification Report.

Except as otherwise provided herein, the owners of the Prior Bonds shall have an express lien on all funds and amounts on deposit in the Escrow Fund with the Escrow Agent in accordance with these Instructions until used and applied in accordance herewith.

III. Liability.

The liability of the Escrow Agent and the 2004 Trustee for the payment of moneys as hereinabove set forth respecting the payment of the debt service on, and the redemption of, the Prior Bonds shall be limited solely to the moneys on deposit with the Escrow Agent in the Escrow Fund pursuant to these Instructions and available for such purposes. No provision of these Instructions shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

Neither the Escrow Agent nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under these Instructions or in connection herewith except to the extent caused by the Escrow Agent's negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review. Anything in these Instructions to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to these Instructions sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Agency elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Agency agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Agency; and

(iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

IV. [Reserved].

V. Fees.

The Agency shall pay to the Escrow Agent its fees for its services hereunder and reimburse the Escrow Agent for its reasonable expenses incurred hereunder. The Escrow Agent shall not have any lien whatsoever upon any of the moneys in the Escrow Fund, or otherwise deposited in accordance with these Instructions, for the payment of fees and expenses for services rendered by it hereunder.

The Agency covenants and agrees to indemnify and save the Escrow Agent and its officers, directors, agents and employees, harmless against any and all claims, losses, expenses (including reasonable attorney fees and disbursements) and liabilities which it may incur arising out of or in the exercise and performance of its duties hereunder, but excluding any and all claims, losses, expenses and liabilities which are due to the negligence or willful misconduct of the Escrow Agent, its officers, directors, or employees. The obligations of the Agency under this Section V shall survive the removal or resignation of the Escrow Agent and payment of the Prior Bonds and the discharge of the 2004 Indenture as it relates thereto.

VI. Defeasance.

Upon deposit of the amounts set forth in Section 1.2 hereof, all obligations of the Agency under the 2004 Indenture and all security provided by the 2004 Indenture for the Prior Bonds shall cease and terminate, excepting only the obligations of the Agency to pay, or cause to be paid, principal of and premium, if any, and interest on the Prior Bonds from the deposit made by the Agency and the Agency pursuant to Section 1.2 hereof, and the Agency's obligation to indemnify the 2004 Trustee pursuant to the 2004 Indenture.

VII. Termination.

These Instructions shall, except as set forth in Section V hereof, terminate and be of no further force and effect when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made, and all payments on the Prior Bonds shall have been effected.

VIII. Invalidity; Applicable Law.

If any one or more of the provisions of these Instructions should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of these Instructions. These Instructions shall be construed and governed in accordance with the laws of the State of California.

IX. Binding Effect; Successors.

These instructions shall be binding upon and shall inure to the benefit of the parties hereto and the owners of the Prior Bonds and their respective successors and assigns. The owners of the Prior Bonds shall have no lien whatsoever on moneys representing principal of or interest on the investments held by the Escrow Agent in accordance with these Instructions. Whenever in these Instructions any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all instructions contained in these Instructions to, by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

X. Counterparts.

These Instructions may be executed, approved and acknowledged in several counterparts, all or any one of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

XI. Duties of the Escrow Agent; Protection.

The Escrow Agent shall perform only such duties as are specifically set forth in these Instructions and no implied covenants or obligations shall be read into these Instructions against the Escrow Agent. The Escrow Agent may consult with counsel, and the written advice of such counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The rights and protections afforded the 2004 Trustee in Article VI of the 2004 Indenture shall apply to the Escrow Agent and such Section is incorporated herein by reference to apply to the Escrow Agent.

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IN WITNESS WHEREOF, the Agency has issued these Instructions, and the Escrow Agent and the 2004 Trustee have acknowledged and accepted these Instructions.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

By: _____
Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent and 2004 Trustee

By: _____
Authorized Officer

SCHEDULE A
[RESERVED]

SCHEDULE B
DESCRIPTION OF TRANSFERRED FUNDS

A. Transfer to Escrow Fund: $_____;

(i) From proceeds of the Bonds: $_____; and

(ii) From the 2004 Reserve Fund: $_____.

SCHEDULE C
NOTICE OF DEFEASANCE

Notice of Owners of Outstanding
Redevelopment Agency of the City of Parlier,
2004 Tax Allocation Bonds

NOTICE IS HEREBY GIVEN that the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") has, on _____, 2015, from a cash deposit irrevocably set aside in an Escrow Fund created for such purpose and held by The Bank of New York Mellon Trust Company, N.A., as Escrow Agent (the "Escrow Agent"), pursuant to Escrow Instructions, dated as of _____ 1, 2015 (the "Escrow Instructions"), between the Agency and the Escrow Agent, moneys which shall be sufficient, as evidenced by the verification report delivered to the Escrow Agent, on which it is relying (a) to pay on _____, 2015 the principal amount due on the above referenced bonds identified on Schedule 1 hereto (the "Bonds") and (b) to pay interest accrued but unpaid on all such Bonds to _____, 2015.

The moneys so deposited in the Escrow Fund (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal of and interest on the Bonds. Said moneys will remain uninvested.

Dated:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank

SCHEDULE 1
TO
SCHEDULE C

PRIOR OBLIGATIONS TO BE PAID FROM THE ESCROW FUND

Redevelopment Agency of the City of Parlier
2004 Tax Allocation Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	CUSIP®
2016	$ 155,000	4.750%	
2017	160,000	4.750	
2018	165,000	4.875	
2019	175,000	4.875	
2020	185,000	5.000	
2021	195,000	5.000	
2022	205,000	5.000	
2028	1,460,000	5.200	
2034	1,980,000	5.250	

ESCROW INSTRUCTIONS

from the

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

Dated for reference purposes as of _____ 1, 2015

ESCROW INSTRUCTIONS

These Escrow Instructions, dated for reference purposes as of _____ 1, 2015 (the "Instructions"), are provided by the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") in connection with the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project 2008 Subordinate Tax Allocation Bonds, originally delivered in the principal amount of $3,190,000, of which $_____ remains outstanding (the "Prior Bonds"), to The Bank of New York Mellon Trust Company, N.A., as escrow agent hereunder (the "Escrow Agent") and as trustee pursuant to an Indenture of Trust, dated as of September 1, 2008 (the "2008 Indenture"), between the dissolved Redevelopment Agency of the City of Parlier (the "Original Agency") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "2008 Trustee"). The Prior Bonds are payable solely from and secured by Tax Revenues (as defined in the 2008 Indenture).

RECITALS

A. Pursuant to an indenture of trust, dated as of _____ 1, 2015 (the "Indenture") between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the Agency issued its Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015, in the principal amount of $_____ (the "Bonds"), for the purpose of enabling the Agency to refinance the Prior Bonds, and to provide for the termination of the pledge of and lien created by the 2008 Indenture.

B. The Agency is selling the Bonds to _____ (the "Bank") through a private placement.

I. Instructions to the Escrow Agent.

The Agency hereby directs and instructs the Escrow Agent as follows:

1.1 Escrow Fund. The Escrow Agent shall establish and hold in escrow, separate and apart from other funds and accounts, a special account designated the "Escrow Fund." The Escrow Agent shall administer such account as provided in these Instructions. Amounts in the Escrow Fund are irrevocably pledged and shall be applied solely for the purposes set forth in these Instructions. The Escrow Fund shall be maintained by the Escrow Agent until all of the Prior Bonds have been paid in accordance with their terms and these Instructions.

1.2 Deposits to the Escrow Fund; Transfer of Funds. The Escrow Agent shall deposit into the Escrow Fund proceeds from the Bonds in the amount of $_____, and shall transfer to the Escrow Fund the other amounts set forth in Schedule B hereto.

The Escrow Agent shall purchase, on _____, 2015, with the cash deposited into the Escrow Fund, the securities listed on Schedule A hereto (the "Escrowed Securities") and

shall hold such securities in the Escrow Fund, subject to the provisions of Article IV hereof. The remaining amount of $____ shall be held uninvested by the Escrow Agent.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to these Instructions, the Escrow Agent shall promptly request alternative written investment instructions from the Agency with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the Agency. In the absence of investment instructions from the Agency, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the Agency's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

1.3 Payments on the Prior Bonds.

A. The Escrow Agent shall transfer from the Escrow Fund, in immediately available funds, to the 2008 Trustee for deposit in the Debt Service Fund created by the 2008 Indenture (i) on August 1 and February 1 of each year, commencing [August 1, 2015] an amount equal to the payment which would have then been due under the 2008 Indenture for payment of the Prior Bonds through and including August 1, 2016, and (ii) on August 1, 2016, amounts sufficient to pay the principal maturity and premium of all Prior Bonds maturing after August 1, 2016. The Agency hereby irrevocably designates the Prior Bonds maturing on and after August 1, 2017, for prior redemption on August 1, 2016, and hereby irrevocably instructs the 2008 Trustee to give the mailed notice of redemption as provided in the 2008 Indenture and the notice of defeasance as provided in Section 1.6 hereof.

B. Transfers from the Escrow Fund shall be made only from scheduled payments of principal and interest received by the Escrow Agent with respect to the securities listed on Schedule A hereto, and the earnings on any investment of such scheduled payments. Under no circumstances shall the Escrow Agent sell, transfer, liquidate or redeem prior to maturity the securities listed on Schedule A hereto unless the Escrow Agent shall first have received: (i) an opinion from nationally recognized bond counsel to the effect that such sale, transfer, liquidation or redemption would not, in and of itself, (a) cause the Prior Bonds or the Bonds to become arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect at the time of such proposed sale, transfer, liquidation or prepayment or (b) adversely affect the conclusions expressed in the supplemental opinion of such firm rendered to the underwriter of the Bonds to the effect that upon making the deposits into the Escrow Fund the lien and pledge of the 2008 Indenture was defeased (the "Defeasance Opinion"), and (ii) a certificate of _____ (the "Verification Agent") to the effect that such sale, transfer, liquidation or prepayment would not adversely affect the conclusions expressed in its verification report dated _____, 2015, concerning the sufficiency of amounts in the Escrow Fund for purposes of paying debt service and redemption costs on the Prior Bonds (the "Verification Report"). For purposes of these Instructions,

references to the Verification Agent shall mean the firm of such name, its successor entities, or such other firm of certified public accountants as shall be selected by the Agency. Upon any such sale, transfer, liquidation or prepayment prior to maturity, the Escrow Agent shall hold and invest moneys therefrom pursuant to Article IV hereof.

1.4 Release of Pledge. By its acceptance of these Instructions, the Agency acknowledges that the provisions of Section 9.03 of the 2008 Indenture have been satisfied. Upon receipt of (i) an opinion of Nossaman LLP, addressed to the Escrow Agent to the effect that upon making the deposits into the Escrow Fund the lien and pledge of the 2008 Indenture, as it applies to the Prior Bonds, was defeased and terminated in accordance with the terms of the 2008 Indenture, the Escrow Agent hereby acknowledges and confirms that as to the Prior Bonds the lien established by the 2008 Indenture is discharged and the pledge and lien upon the Tax Revenues is terminated.

1.5 Excess Funds to Agency. Upon the written request of the Agency, the Escrow Agent shall pay over to the Agency from time to time any funds held by the Escrow Agent in the Escrow Fund upon written request of the Agency, provided that the Escrow Agent shall not transfer any such funds from the Escrow Fund unless it shall first have received: (i) an opinion from nationally recognized bond counsel to the effect that such payment to the Agency would not, in and of itself, (a) cause the Prior Bonds or the Bonds to become arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect at the time of such proposed payment or (b) adversely affect the conclusions expressed in the Defeasance Opinion, and (ii) a certificate of the Verification Agent to the effect that such payment would not adversely affect the conclusions expressed in the Verification Report.

1.6 Notice of Defeasance. Upon the purchase of the Escrowed Securities, the Escrow Agent shall mail a notice of defeasance of the Prior Bonds to the owners thereof, which notice of defeasance shall be substantially in the form attached hereto as Schedule C.

II. Irrevocability.

These Instructions shall be irrevocable and may not be amended or modified unless for the purpose of (A) curing any ambiguity or omission relating to these Instructions or of curing, correcting or supplementing any defective provision contained herein; (B) adding to or supplementing the rights of the owners of the Prior Bonds; or (C) severing any portion of these Instructions deemed to be illegal and the Escrow Agent first shall have received: (i) an opinion from nationally recognized bond counsel to the effect that such amendment or modification is in compliance with the requirements of this Section II and would not, in and of itself, (a) cause the Prior Bonds to become arbitrage bonds within the meaning of Section 148 of the Code and the regulations thereunder in effect at the time of such proposed amendment or modification or (b) adversely affect the conclusions expressed in the Defeasance Opinion , and (ii) a certificate of the Verification Agent to the effect that such modification or amendment would not adversely affect the conclusions expressed in the Verification Report.

Except as otherwise provided herein, the owners of the Prior Bonds shall have an express lien on all funds and amounts on deposit in the Escrow Fund with the Escrow Agent in accordance with these Instructions until used and applied in accordance herewith.

III. Liability.

The liability of the Escrow Agent and the 2008 Trustee for the payment of moneys as hereinabove set forth respecting the payment of the debt service on, and the redemption of, the Prior Bonds shall be limited solely to the moneys on deposit with the Escrow Agent in the Escrow Fund pursuant to these Instructions and available for such purposes. No provision of these Instructions shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

Neither the Escrow Agent nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under these Instructions or in connection herewith except to the extent caused by the Escrow Agent's negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review. Anything in these Instructions to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to these Instructions sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Agency elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Agency agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Agency; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

IV. Investments

In the event that the Escrow Agent shall receive, either upon maturity or prepayment of securities set forth in Schedule A or otherwise, moneys into any of the funds and accounts held hereunder which are not immediately disbursed for payment of debt service on the Prior Bonds, the Escrow Agent shall hold such moneys for the benefit of the owners of the Prior Bonds. Any such moneys received with respect to the maturity or prepayment of securities set forth in Schedule A shall be kept in the Escrow Fund uninvested or, upon the written direction of the Agency, which direction shall certify that the investments meet the requirements of this Section IV, invest in direct, non-callable obligations of the United States of America or non-callable bonds or other obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America ("Permitted Securities"). The maturity date of any Permitted Security must be no later than the payment date on which funds are needed for payment of debt service on the Prior Bonds in accordance with these Instructions and as shown in the Verification Report. If Permitted Securities meeting the requirements of these Instructions are unavailable, or if the Agency fails to give the Escrow Agent instructions, the Escrow Agent shall hold such amounts uninvested.

All earnings on funds and amounts in the Escrow Fund shall be deposited in, deemed a part of, and invested in accordance with the terms of these Instructions applicable to, such Escrow Fund.

The Agency shall not direct the Escrow Agent to purchase securities at a price above the then prevailing fair market value of such security in order to artificially reduce the yield to the allowed yield. The Agency may direct the Escrow Agent at any time to hold the money involved uninvested or purchase United States Treasury Securities - State and Local Government Securities, to the extent available, bearing interest at a rate equal to or less than the allowed yield and as shown in the Verification Report and maturing no later than the date on which such moneys are needed for payment of debt service on the Prior Bonds in accordance with these Instructions and as shown in the applicable verification letter of the Verification Agent.

Under no circumstances shall the Agency cause or direct any initial investment, subsequent investment or reinvestment of the securities or moneys in the Escrow Fund to be made in such a manner as to result in the loss of exclusion from gross income for federal income tax purposes of interest with respect to the Prior Bonds or the Bonds.

The Agency's direction to the Escrow Agent to substitute or reinvest the securities or moneys in the Escrow Fund shall be accompanied by (i) an opinion from nationally recognized bond counsel to the effect that such sale, transfer, liquidation or prepayment would not, in and of itself, cause the Prior Bonds to become arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect at the time of such proposed sale, transfer, liquidation or prepayment, and (ii) a new verification report from the Verification Agent or independent certified public accountants' firm to the effect that after such reinvestment or substitution, the amounts in the Escrow Funds shall remain sufficient for purposes of paying debt service and prepayment costs on the Prior Bonds.

V. Fees.

The Agency shall pay to the Escrow Agent its fees for its services hereunder and reimburse the Escrow Agent for its reasonable expenses incurred hereunder. The Escrow Agent shall not have any lien whatsoever upon any of the moneys in the Escrow Fund, or otherwise deposited in accordance with these Instructions, for the payment of fees and expenses for services rendered by it hereunder.

The Agency covenants and agrees to indemnify and save the Escrow Agent and its officers, directors, agents and employees, harmless against any and all claims, losses, expenses (including reasonable attorney fees and disbursements) and liabilities which it may incur arising out of or in the exercise and performance of its duties hereunder, but excluding any and all claims, losses, expenses and liabilities which are due to the negligence or willful misconduct of the Escrow Agent, its officers, directors, or employees. The obligations of the Agency under this Section V shall survive the removal or resignation of the Escrow Agent and payment of the Prior Bonds and the discharge of the 2008 Indenture as it relates thereto.

VI. Defeasance.

Upon deposit of the amounts set forth in Section 1.2 hereof, all obligations of the Agency under the 2008 Indenture and all security provided by the 2008 Indenture for the Prior Bonds shall cease and terminate, excepting only the obligations of the Agency to pay, or cause to be paid, principal of and premium, if any, and interest on the Prior Bonds from the deposit made by the Agency and the Agency pursuant to Section 1.2 hereof, and the Agency's obligation to indemnify the 2008 Trustee pursuant to the 2008 Indenture.

VII. Termination.

These Instructions shall, except as set forth in Section V hereof, terminate and be of no further force and effect when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made, and all payments on the Prior Bonds shall have been effected.

VIII. Invalidity; Applicable Law.

If any one or more of the provisions of these Instructions should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of these Instructions. These Instructions shall be construed and governed in accordance with the laws of the State of California.

IX. Binding Effect; Successors.

These instructions shall be binding upon and shall inure to the benefit of the parties hereto and the owners of the Prior Bonds and their respective successors and assigns. The owners of the Prior Bonds shall have no lien whatsoever on moneys representing principal of or interest on the investments held by the Escrow Agent in accordance with these Instructions.

Whenever in these Instructions any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all instructions contained in these Instructions to, by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

X. Counterparts.

These Instructions may be executed, approved and acknowledged in several counterparts, all or any one of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

XI. Duties of the Escrow Agent; Protection.

The Escrow Agent shall perform only such duties as are specifically set forth in these Instructions and no implied covenants or obligations shall be read into these Instructions against the Escrow Agent. The Escrow Agent may consult with counsel, and the written advice of such counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The rights and protections afforded the 2008 Trustee in Article VI of the 2008 Indenture shall apply to the Escrow Agent and such Section is incorporated herein by reference to apply to the Escrow Agent.

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IN WITNESS WHEREOF, the Agency has issued these Instructions, and the Escrow Agent and the 2008 Trustee have acknowledged and accepted these Instructions.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

By: _____
Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent and 2008 Trustee

By: _____
Authorized Officer

SCHEDULE A
INVESTMENTS TO BE MADE BY ESCROW AGENT

TYPE	MATURITY DATE	PAR AMOUNT	COUPON

SCHEDULE B
DESCRIPTION OF TRANSFERRED FUNDS

A. Transfer to Escrow Fund: $_____;

(i) From proceeds of the Bonds: $_____; and

(ii) From the 2008 Reserve Fund: $_____.

SCHEDULE C
NOTICE OF DEFEASANCE

Notice of Owners of Outstanding
Redevelopment Agency of the City of Parlier,
(Parlier Redevelopment Project)
2008 Subordinate Tax Allocation Bonds

NOTICE IS HEREBY GIVEN that the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") has, on _____, 2015, from a cash deposit irrevocably set aside in an Escrow Fund created for such purpose and held by The Bank of New York Mellon Trust Company, N.A., as Escrow Agent (the "Escrow Agent"), pursuant to Escrow Instructions, dated as of _____ 1, 2015 (the "Escrow Instructions"), between the Agency and the Escrow Agent, moneys which shall be sufficient, as evidenced by the verification report delivered to the Escrow Agent, on which it is relying (a) to pay on August 1, 2016 the principal amount due on the above referenced bonds identified on Schedule 1 hereto (the "Bonds") and (b) to pay interest accrued but unpaid on all such Bonds to August 1, 2016.

The moneys so deposited in the Escrow Fund (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal or redemption price of and interest on the Prior Bonds. Said moneys have been invested in obligations for the payment of which the full faith and credit of the United States of America is pledged and which bear interest and mature on such dates as to insure the payment of all principal, premium, as applicable, and interest on the Prior Bonds.

Dated:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank

SCHEDULE 1
TO
SCHEDULE C

PRIOR OBLIGATIONS TO BE PAID FROM THE ESCROW FUND

Redevelopment Agency of the City of Parlier
(Parlier Redevelopment Project)
2008 Subordinate Tax Allocation Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	CUSIP®
2016	$135,000	4.50%	701636DU3
2017	160,000	4.70	701636DV1
2018	190,000	4.85	701636DW9
2019	220,000	5.00	701636DX7
2020	240,000	5.15	701636DY5
2021	270,000	5.25	701636DZ2
2022	310,000	5.35	701636EA6
2023	340,000	5.40	701636EB4
2024	380,000	5.50	701636EC2
2025	420,000	5.50	701636ED0

INDENTURE OF TRUST

between the

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

Dated as of _____ 1, 2015

Relating to

$_____
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PARLIER
PARLIER REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BONDS, SERIES 2015

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EXHIBIT A--FORM OF BOND
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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (the "Indenture") is dated as of _____ 1, 2015, between the Successor Agency to the Redevelopment Agency of the City of Parlier, a public body, corporate and politic, organized and existing under, and by virtue of, the laws of the State of California (the "Agency"), and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America and authorized to accept and execute trust indentures of the character herein set out, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") is a public body, corporate and politic, organized and existing under, and by virtue of the laws of the State of California, as successor to the dissolved Redevelopment Agency of the City of Parlier (the "Original Agency");

WHEREAS, the Original Agency was a redevelopment agency in the City of Parlier (the "City"), duly created pursuant to the California Community Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (together with California Assembly Bill No. 26 (First Extraordinary Session) ("AB1X 26") and Assembly Bill No. 1484 (Chapter 26, Statutes 2012) ("AB 1484), the "Law"); and

WHEREAS, a redevelopment plan for the Parlier Redevelopment Project (the "Redevelopment Project") has been adopted under the Law pursuant to all applicable requirements of the Law; and

WHEREAS, pursuant to (a) an Indenture of Trust, dated as of April 1, 1998 (the "1998 Indenture"), between the Original Agency and The Bank of New York Mellon Trust Company, N.A. (the "1998 Trustee"), the Original Agency has issued its Redevelopment Agency of the City of Parlier, Parlier Redevelopment Project 1998 Tax Allocation Refunding Bonds (the "1998 Bonds"), in the original principal amount of $5,345,000, of which $_____ is currently outstanding, (b) an Indenture of Trust, dated as of May 1, 2004 (the "2004 Indenture"), between the Original Agency and The Bank of New York Mellon Trust Company, N.A. (the "2004 Trustee"), the Original Agency has issued its Redevelopment Agency of the City of Parlier, 2004 Tax Allocation Bonds (the "2004 Bonds"), in the original principal amount of $5,920,000, of which $_____ is currently outstanding, and (c) an Indenture of Trust, dated as of September 1, 2008 (the "2008 Indenture"), between the Original Agency and The Bank of New York Mellon Trust Company, N.A. (the "2008 Trustee"), the Original Agency has issued its Redevelopment Agency of the City of Parlier, Parlier Redevelopment Project 2008 Subordinate Tax Allocation Refunding Bonds (the "2008 Bonds," and together with the 1998 Bonds and the 2004 Bonds, the "Prior Obligations"), in the original principal amount of $3,190,000, of which $_____ is currently outstanding;

WHEREAS, the Prior Obligations are secured by certain tax increment revenue allocated to the Redevelopment Project pursuant to Health and Safety Code Section 33670, subject to their respective lien priority; and

WHEREAS, after adopting AB1X 26 on June 29, 2011, which dissolved all redevelopment agencies in existence in the State of California as of February 1, 2012, and designated successor agencies and oversight boards to satisfy enforceable obligations of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies, the California State Legislature adopted AB 1484, which, among other things, provides a mechanism to refund tax allocation bonds under certain circumstances; and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the Agency is the successor agency to the Original Agency with respect to the Original Agency's outstanding bonds, as confirmed by a resolution of the City Council of the City of Parlier; and

WHEREAS, the Agency is authorized under Health and Safety Code Section 34177.5(a) to refund the Prior Obligations as long as the following two conditions are met: First, the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the Prior Obligations to be refunded plus the remaining principal of the Prior Obligations to be refunded; second, the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the Prior Obligations, to establish customary debt service reserves, and to pay related costs of issuance including costs of financial advisors, consultants, counsel and staff related to the refunding (the "Refunding Test"); and

WHEREAS, the Successor Agency's Financial Advisor (as defined below) has provided information to show there are significant debt service savings associated with a refunding of the Prior Obligations; and

WHEREAS, pursuant to Health and Safety Code Section 34179(a), the Agency has a duly established oversight board (the "Oversight Board") which, pursuant to Health and Safety Code Section 34177.5(f), may direct the Agency to issue bonds to refund the Prior Bonds so long as the Agency is able to recover the costs of the transaction of the Agency; and

WHEREAS, on _____, 2015, pursuant to Resolution No. OB _____, the Oversight Board directed the Agency to prepare for the refunding of all or a portion of the Prior Obligations to achieve debt service savings; and

WHEREAS, pursuant to Health and Safety Code Section 34177.5(a)(1), the Agency may pledge to the Bonds (defined herein) the revenues pledged to the Prior Obligations, and that pledge, when made in connection with the issuance of such Bonds, shall have the same lien priority as the pledge of the Prior Obligations being refunded, and shall be valid, binding, and enforceable in accordance with its terms; and

WHEREAS, due to low interest rates, it is beneficial to the Agency and all taxing entities to undertake a refunding of the Prior Obligations assuming certain debt service

refinancing thresholds provided herein are met as determined by the Agency and the Oversight Board upon approval of the refunding documents and meeting the conditions set forth in Health and Safety Code Section 34177.5(a)(1); and

WHEREAS, on _____, 2015 the Agency adopted Resolution No. _____ (the "Resolution of Issuance"), under which the Agency requested that the Oversight Board direct it to undertake proceedings for the refunding of the Prior Obligations through the issuance of its Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015 (the "Bonds"), and on _____, 2015, the Oversight Board adopted its Resolution No. _____, so directing the Agency; and

WHEREAS, pursuant to such authorization, to provide moneys to refund the Prior Obligations the Agency now wishes to authorize the issuance and sale of the Bonds under the provisions of Section 34177.5 of the Law and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Refunding Bond Law"); and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, and the interest and premium, if any, on, all the Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Agency does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture, of any Indenture supplemental hereto, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified:

"Additional Revenues" means, as of the date of calculation, the amount of Tax Revenues which, as shown in a Consultant's Report, are estimated to be receivable by the Agency within the Fiscal Year following the Fiscal Year in which such calculation is made, as a result of increases in the assessed valuation of taxable property in the Redevelopment Project due to construction which has been completed but which is not then reflected on the tax rolls. For purposes of this definition, the term "increases in the assessed valuation" means the amount by which the assessed valuation of taxable property in the Redevelopment Project is estimated to increase above the assessed valuation of taxable property in the Redevelopment Project (as evidenced in the written records of the County) as of the date on which such calculation is made.

"Agency" means the Successor Agency to the Redevelopment Agency of the City of Parlier, a public body, corporate and politic, organized and existing under the laws of the State of California, and any successor thereto.

"Annual Debt Service" mean, for each Bond Year, the sum of (i) the interest falling due on all Outstanding Bonds in such Bond Year, assuming that all Outstanding Serial Bonds are retired as scheduled and that all Outstanding Term Bonds, if any, are redeemed from the Sinking Account, as may be scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any Bonds), (ii) the principal amount of the Outstanding Serial Bonds, if any, maturing by their terms in such Bond Year, and (iii) the minimum amount of such Outstanding Term Bonds required to be paid or called and redeemed in such Bond Year. The term "Annual Debt Service" shall not include interest on Bonds which is to be paid from amounts constituting capitalized interest.

"Authorized Denominations" means denominations of one hundred thousand dollars ($100,000) or any integral multiple of five thousand dollars ($5,000) in excess thereof, except for one Bond which may be in amount less than a multiple of $5,000.

"Authorized Officer" means the means the Chair or Vice Chair, the Executive Director, the Finance Director, the Agency Secretary, or any other official of the Agency authorized by the Board of Directors to act for the Agency.

"Bonds" means the Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015 authorized hereby and at any time Outstanding hereunder.

"Bond Counsel" means Nossaman LLP or any other attorney or firm of attorneys appointed by and acceptable to the Agency, of nationally-recognized experience in the execution and delivery of obligations the interest in which is excludable from gross income for federal income tax purposes.

"Bond Year" means, with respect to the Bonds, the twelve-month period beginning on February 2 in any year and the next succeeding February 1 of each year; provided, however, that the first Bond Year shall begin on the Closing Date and end on February 1, 2016.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or a day on which banks are authorized to be closed for business in California.

"Certificate of the Agency" means an instrument in writing signed by an Authorized Officer of the Agency.

"City" means the City of Parlier, a municipal corporation duly organized and existing under the Constitution and laws of the State.

"Closing Date" means the date of original delivery of the Bonds to the Purchaser, being _____, 2015.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations relating to such section which are applicable to the Bonds or the use of the proceeds thereof.

"Consultant's Report" means a report signed by an Independent Financial Consultant or an Independent Redevelopment Consultant, as may be appropriate to the subject of the report, and including:

(1) a statement that the person or firm making or giving such report has read the pertinent provisions of this Indenture to which such report relates;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the report is based; and

(3) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said Independent Financial Consultant or Independent Redevelopment Consultant to express an informed opinion with respect to the subject matter referred to in the report.

"County" means the County of Fresno, a county duly organized and existing under the Constitution and laws of the State.

"Debt Service Fund" means the fund by that name which is established and held by the Trustee under Section 3.06.

"Default Rate" means _____% plus the interest rate equal to the interest rate on the Bonds.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the Agency relating to the issuance of the Bonds, including but not limited to filing costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Purchaser and its counsel, financing discounts, legal fees and charges, financial and other professional consultant fees, fees for execution, transportation and safekeeping of Bonds and charges and fees in connection with the foregoing.

"Dissolution Act" means Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of the Law.

"DOF" means the State of California Department of Finance.

"Event of Default" means an event of default described in Section 6.01 hereof.

"Federal Securities" means direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States), or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America.

"Fiscal Year" means the twelve calendar month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the Agency as its Fiscal Year in accordance with applicable law.

"Generally Accepted Accounting Principles" means the uniform accounting and reporting procedures prescribed by the California State Controller or his or her successor for cities in the State of California, or failing the prescription of such procedures means generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Gross Up Rate" means an interest rate equal to the rate of the Bonds per annum times ____.

"Independent Accountant" means any accountant or firm of such accountants appointed and paid by the Agency, and who, or each of whom (a) is in fact independent and not under domination of the Agency; (b) does not have any substantial interest, direct or indirect, with the Agency; and (c) is not connected with the Agency as an officer or employee of the Agency, but who may be regularly retained to make annual or other audits of the books of or reports to the Agency.

"Independent Financial Consultant" means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the Agency and who, or each of whom (a) is in fact independent and not under the domination of the Agency; (b) does not have any substantial interest, direct or indirect, with the Agency; and (c) is not connected with the Agency as a member, officer or employee of the Agency, but who may be regularly retained to make annual or other reports to the Agency.

"Independent Redevelopment Consultant" means a consultant or firm of such consultants generally recognized to be well qualified in the field of consulting relating to tax allocation bond financing by California redevelopment agencies, appointed and paid by the Agency, and who, or each of whom (a) is in fact independent and not under the domination of the Agency; (b) does not have any substantial interest, direct or indirect, with the Agency; and (c) is

not connected with the Agency as a member, officer or employee of the Agency, but who may be regularly retained to make annual or other reports to the Agency.

"Interest Payment Date" means each August 1 and February 1, commencing on [August 1, 2015].

"Law" means (i) the Community Law of the State of California (being Part 1 of Division 24 of the Health and Safety Code of the State of California, as amended), (ii) Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code of the State of California, as amended, and (iii) Article 11 of Chapter 3, Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Material Adverse Effect" means (a) with respect to the Agency, a material and adverse effect on the financial condition or operations of the Agency or the ability of the Agency to timely pay the principal of and interest on the Bonds, or (b) with respect to this Indenture, a material adverse effect upon (i) the enforceability of this Indenture, (ii) the ability of the Agency to perform its obligations under this Indenture, or (iii) the rights of or benefits or remedies available to the Purchase under this Indenture.

Outstanding" when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.02) all Bonds except:

(1) Bonds canceled by the Agency;

(2) Bonds paid or deemed to have been paid within the meaning of Section 8.01; and

(3) Bonds in lieu of or in substitution for which replacement Bonds shall have been executed and delivered hereunder.

"Oversight Board" means the oversight board duly constituted from time to time pursuant to Section 34179 of the Dissolution Act.

"Owner" or "Bond owner" means the registered owner of any Outstanding Bond.

"Parity Debt" means all bonds, notes, loan agreements, or other obligations of the Agency, payable from and secured by a pledge of and lien upon any of the Tax Revenues incurred on a parity with the payment of the Bonds pursuant to Section 2.10 hereof.

"Pass-Through Agreements" means, all of the agreements between the Agency and other taxing agencies entered into pursuant to Section 33401 of the Law with respect to the Redevelopment Project and in existence on the Closing Date, under which the Agency is obligated to pay or cause to be paid to other entities amounts which would otherwise be treated as Tax Revenues.

"Permitted Investments" mean any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys

proposed to be invested therein (the Trustee is entitled to conclusively rely upon any direction of the Agency as a certification that such investment constitutes a Permitted Investment):

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, but excluding CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

Farmers Home Administration (FmHA)
Certificates of beneficial ownership

Federal Housing Administration Debentures (FHA)

General Services Administration
Participation certificates

Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA – guaranteed mortgage-backed bonds
GNMA – guaranteed pass-through obligations (participation certificates)
(not acceptable for certain cash-flow sensitive issues.)

U.S. Maritime Administration
Guaranteed Title XI financing

U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Agency Bonds
New Communities Debentures – U.S. Government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. Government guaranteed public housing notes and bonds

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

Federal Home Loan Bank System
Senior debt obligations

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation certificates
Senior debt obligations

Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations

Resolution Funding Corp. (REFCORP) obligations

Farm Credit System
Consolidated system-wide bonds and notes

Federal Agriculture Mortgage Association

Tennessee Valley Authority

4. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of "AAAm-G," "AAA-m," or "AA-m" or if rated by Moody's rated "Aaa," "Aa1" or "Aa2," including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services.

5. Certificates of deposit secured at all times by collateral described in 1 and/or 2 above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks including the Trustee and its affiliates. The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral; and unsecured certificates of deposit, time deposits, money market deposits, demand deposits and bankers' acceptances of any bank (including those of the Trustee, its parent and its affiliates) the short-term obligations of which are rated on the date of purchase in one of the two highest rating categories by S&P or Moody's.

6. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

7. Investment agreements, including GIC's, forward purchase agreements and reserve fund put agreements.

8. Commercial paper rated, at the time of purchase, "Prime -1" by Moody's or "A-1" or better by S&P.

9. Bonds or notes issued by any state or municipality which are rated by Moody's or S&P in one of the two highest rating categories assigned by such agencies.

10. Money market deposits, federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime -1" or "A2" or better by Moody's or "A-1" or "A" or better by S&P.

11. Repurchase agreements for 30 days or less must follow the following criteria:

(i) Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

Repurchase agreements must satisfy the following criteria:

1. Repurchase Agreements must be between the municipal entity or Trustee and a dealer bank or securities firm

   a. Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's, or

   b. Banks rated "A" or above by S&P and Moody's.

2. Each repurchase agreement contract must be in writing and must include the following:

   a. Securities which are acceptable for transfer are:

      (1) Direct U.S. governments, or

      (2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FMAC)

   b. The term of each repurchase agreement may be up to 30 days

   c. The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

   d. Valuation of Collateral

      (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.

      (2) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repurchase agreement, plus accrued interest. If, however, the securities

used as collateral are FNMA or FMAC, then the value of collateral must equal 105%.

3. Legal opinion which must be delivered to the municipal entity or Trustee to the effect that the repurchase agreement meets guidelines under state law for legal investment or public funds.

12. Asset-backed Securities: As authorized in Government Code Section 53601(n), investment in any equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable-backed bond with a maximum remaining final maturity of five years. Purchases will be restricted to securities with an expected weighted average life not to exceed three years. Securities eligible for investment under this subdivision shall be rated "AAA" by a nationally recognized rating service.

13. Mortgage-backed Securities: As authorized in Government Code Section 53601(n), investment in any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, with a maximum remaining final maturity of five years. Purchases will be restricted to securities with an expected weighted average life not to exceed three years. Securities eligible for investment under this subdivision shall be rated "AAA" by a nationally recognized rating service. Purchases of asset-backed and mortgage-backed securities may not exceed 20% of the Agency's portfolio in total.

14. Medium-term Notes: Corporate notes issued by corporations organized and operating within the United States with a rating of "A" or higher at the time of purchase by a nationally recognized rating service and with a maximum remaining maturity of no more than three (3) years after the date of purchase.

15. The Local Agency Investment Fund created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

16. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the Government Code of California, as it may be amended.

17. The Fresno County Pooled Treasury Portfolio.

"Plan Limitations" means the limitations contained or incorporated in the Redevelopment Plan on (a) the aggregate principal amount of indebtedness payable from Tax Revenues which may be outstanding at any time, (b) the aggregate amount of taxes which may be divided and allocated to the Agency pursuant to the Redevelopment Plan, and (c) the period of time for establishing, incurring or repaying indebtedness payable from Tax Revenues.

"Principal Office" means the corporate trust office of the Trustee set forth in Section 10.07, or such other or additional offices as may be designated by the Trustee.

"Prior Obligations" means the collective outstanding amount of the 1998 Bonds, 2004 Bonds and 2008 Bonds.

"Purchaser" means _____, as original purchaser of the Bonds, its successors and assigns, or any subsequent Owner or Owners of the Bonds.

"Recognized Obligation Payment Schedule" means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (l) of Section 34177 of the Dissolution Act.

"Record Date" means the fifteenth day of the calendar month prior to an Interest Payment Date.

"Redemption Account" means the account of that name established by the Trustee pursuant to Section 3.03 hereof.

"Redevelopment Obligation Retirement Fund" means the fund by that name established pursuant to Section 34170.5 (b) of the Law and administered by the Agency.

"Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Project designated as the "Parlier Redevelopment Project Area" approved by Ordinance No. 85-09, enacted by the City Council of the City of Parlier on June 25, 1985, together with any amendments thereof heretofore or hereafter duly enacted pursuant to the Law.

"Redevelopment Project" means the project area described in the Redevelopment Plan.

"Redevelopment Property Tax Trust Fund" means the fund by that name established pursuant to Section 34170.5 (a) of the Law and administered by the County auditor-controller.

"Serial Bonds" means Bonds for which no mandatory sinking account payments are provided.

"Series," when used with reference to the Bonds, means all of the Bonds authenticated and delivered on original issuance and identified pursuant to this Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Indenture.

"State" means the State of California.

"Tax Revenues" means the monies deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subsection (b) of Section 34170.5 of the Law and administered pursuant to subsections (c) and (d) of Section 34172(d), as provided in paragraph (2) of subdivision (a) of Section 34183 of the Law that are equal to that portion of taxes levied upon taxable property in the Redevelopment Project and received by the Agency on or after the date of issue of the Bonds, pursuant to subsection (b) of Section 16 of

Article XVI of the Constitution of the State, less amounts payable by the Agency pursuant to the Pass-Through Agreements. In accordance with the Dissolution Act, the Bonds shall be payable from and secured by, and Tax Revenues shall include, moneys deposited, from time to time, in the Redevelopment Property Tax Trust Fund, as provided in paragraph (2) of subdivision (a) of Health & Safety Code Section 34183. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health & Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution; excluding amounts which prior to the adoption of the Dissolution Act were required to be deposited into the Original Agency low and moderate income housing fund pursuant to Sections 33334.2, 33334.3 and 33334.6 of the Law.

"Term Bonds" means Bonds which are payable on or before their specified maturity dates from mandatory sinking account payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, and its successors and assigns.

"Written Request of the Agency" means an instrument in writing signed by an Authorized Officer or by any other officer of the Agency duly authorized to act for the Agency for that purpose.

"1998 Bonds" means the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project 1998 Tax Allocation Refunding Bonds, issued in the aggregate principal amount of $5,345,000.

"1998 Escrow Fund" means the fund established by the 1998 Escrow Instructions.

"1998 Escrow Instructions" means the escrow instructions from the Agency to the 1998 Trustee, dated as of _____ 1, 2015.

"2004 Bonds" means the Redevelopment Agency of the City of Parlier 2004 Tax Allocation Bonds, issued in the aggregate principal amount of $5,920,000.

"2004 Escrow Fund" means the fund established by the 2004 Escrow Instructions.

"2004 Escrow Instructions" means the escrow instructions from the Agency to the 2004 Trustee, dated as of _____ 1, 2015.

"2008 Bonds" means the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project 2008 Subordinate Tax Allocation Bonds, issued in the aggregate principal amount of $3,190,000.

"2008 Escrow Fund" means the fund established by the 2008 Escrow Instructions.

"2008 Escrow Instructions" means the escrow instructions from the Agency to the 2008 Trustee, dated as of _____ 1, 2015.

Section 1.02. Equal Security. In consideration of the acceptance of the Bonds by the Owners, this Indenture shall be deemed to be and shall constitute a contract by and among the Agency and the Owners to secure the full and final payment of the interest and principal and redemption premiums, if any, to be made by the Agency on the Bonds, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Agency shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to benefit, protection or security of any Bonds over any other Bonds by reason of the number or date thereof or the time of execution or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein or therein.

Section 1.03. Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words wherein," thereof," whereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds. Bonds in the aggregate principal amount of $_____ may be issued at any time under and subject to the terms of this Indenture. The Bonds shall be designated "Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015." All acts, conditions and things required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Agency is duly authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture, and to deliver the Bonds to the order of the original purchaser.

The Bonds shall be sold in a private sale, initially registered in the name of the Purchaser, issued without initial CUSIP numbers and will not be issued through the facilities of the Depository Trust Company.

Section 2.02. Denominations, Medium, Method and Place of Payment and Dating of Bonds. The Bonds shall be issued in the form of fully registered Bonds in Authorized Denominations, and will mature on February 1, 20__. The Bonds shall be dated as of the Closing Date. Interest on the Bonds shall be paid at the rate of ___% per annum, calculated on

the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before [July 15, 2015], in which event it shall bear interest from the Closing Date; provided, however, if at the time of authentication interest is in default, the Bond shall bear interest from the Interest Payment Date to or for which interest has been paid or provided.

(b) The interest on and principal of, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The principal of, and redemption premiums, if any, on the Bonds are payable upon presentation and surrender of such Bonds at maturity or earlier redemption at the Principal Office of the Trustee; provided, however, that payment of a portion of the Bonds under mandatory sinking fund redemptions shall not require surrender of the Bonds in connection with such redemption. All such payments of interest on and principal of and redemption premiums, if any, on the Bonds shall be valid and effective to satisfy and discharge the liability on such Bonds to the extent of the sum or sums so paid. Interest on the Bonds shall be paid by wire transfer to an account within the United States specified by such owner on such Interest Payment Date to the persons whose names appear on the bond registration books of the Trustee as the registered owners of such Bonds on the Record Date (whether or not a Business Day) preceding each such Interest Payment Date.

Any interest not paid when due or duly provided for shall forthwith cease to be payable to the registered owner as of the Record Date immediately preceding the applicable Interest Payment Date and shall be paid to the person in whose name the Bond is registered as of the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee. The Trustee shall give notice of such special record date to the Owner not less than ten (10) days prior thereto.

(c) If the Agency fails to make any of the payments required by this Section 2.02, the payment in default will continue as an obligation of the Agency until the amount in default has been fully paid, and the Agency agrees to pay the same with interest thereon, from the date of default to the date of payment, at the Default Rate.

(d) If the Agency either (i) receives notice, in any form, from the Internal Revenue Service, or (ii) reasonably determines, based on an opinion of independent tax counsel, that the Owners of the Bonds may not exclude the interest on the Bonds from federal gross income because the Agency breached a covenant contained in this Indenture, then the Agency shall pay to the Owners of the Bonds, within thirty (30) days after an Owner of the Bonds notifies the Agency of such determination, the amount which, with respect to interest payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest on the Bonds due through the date of such event) that are imposed as a result of the loss of the exclusion, will restore the Owners of the Bonds the same after tax yield on the Bonds (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, the Agency agrees that upon the occurrence of such an event, it shall pay interest to the Owners of the Bonds on each succeeding Interest Payment Date calculated at the Gross Up Rate.

Section 2.03. Form of Bonds. The Bonds, the form of Trustee's certificates of authentication and registration, and assignment to appear thereon, shall be substantially in the form set forth on Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture. The Bonds may be printed, lithographed or typewritten, shall be of such Authorized Denominations as may be determined by the Agency, shall be without coupons and may contain such reference to any of the provisions hereof as may be appropriate.

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Agency by the manual or facsimile signatures of its Chair (or its Executive Director) and its Secretary or Assistant Secretary who are in office on the date of adoption of this Indenture or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Agency by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Agency although at the nominal date of such Bond any such person shall not have been such officer of the Agency.

Only such Bonds as shall bear thereon a certificate of authentication in the form hereinbefore recited, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.05. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Trustee for such purpose, by the person in whose name it is registered in person or by his duly authorized attorney, upon surrender of such Bond for cancellation accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee duly executed.

Whenever any Bond or Bonds shall be surrendered for transfer the Agency shall execute and the Trustee shall deliver a new Bond or Bonds for like aggregate principal amount of authorized denominations and of the same series and maturity. The Trustee shall require the Owner requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may also require the Owner requesting such registration of transfer to pay a reasonable sum as may be necessary to cover any customary expenses incurred and fees charged by the Trustee or the Agency with respect to such registration of transfer.

(b) No transfers of Bonds shall be required to be made (i) during the period fifteen days prior to the date established by the Trustee for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

(c) The following provisions shall apply to all sales and transfers of the Bonds after the initial sale and delivery of the Bonds:

(i) The Bonds, in the form attached hereto as Exhibit A, shall be physical certificated instruments, and shall not be held in a book-entry only system.

(ii) The Bonds shall only be sold and transferred in Authorized Denominations to (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, or (ii) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended.

(iii) The Purchaser shall not sell or transfer the Bonds, or any participation therein, without complying with all applicable securities laws.

(iv) No transfer or sale shall be made that would cause there to be more than 15 Registered Owners of the Bonds or the creation of any interest in the Bonds in an aggregate principal amount of less than $100,000. In the event that an Owner is proposing to transfer its Bond which would cause the total number of Registered Owners to exceed 15, then the Trustee shall so notify the Owner and shall not be obligated to make such proposed transfers.

(v) No such sale or transfer will be effective unless and until the Purchaser has filed with the Agency and the Trustee, at least five (5) Business Days' prior to the effective date of such sale or transfer, written notice thereof and an executed copy of an investor's letter addressed to the Agency substantially in the form of the letter delivered by the Purchaser on the Closing Date.

Section 2.06. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Trustee, for a like aggregate principal amount of Bonds of authorized denominations and of the same series and maturity. The Trustee shall require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Trustee may also require the Owner requesting such exchange to pay a reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Trustee or the Agency with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the period fifteen days prior to the date established by the Trustee for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Bond Register. The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Agency during normal business hours upon reasonable notice; and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books Bonds as hereinbefore provided.

Section 2.08. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be

printed, lithographed or typewritten, shall be of such denominations as may be determined by the Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Agency upon the same conditions and in substantially the same manner as the definitive Bonds.

If the Agency issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation in exchange therefor at the Principal Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations and of the same Bond maturity or maturities. Until so exchanged the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated the Agency, at the expense of the Owner of said Bond, shall execute and the Trustee shall thereupon deliver a new Bond of like series, tenor and principal amount in exchange and substitution for the Bond so mutilated but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Agency and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the Agency, at the expense of the Owner, shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of like series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Agency may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.10. Cancellation of Bonds. All Bonds properly surrendered to the Trustee for payment upon maturity or for redemption shall upon payment therefor or redemption thereof be canceled immediately as more particularly provided in Section 10.06 hereof.

Section 2.11. Transfer of Ownership. The Purchaser, and any transferee, shall be required to represent in the investor letter required by Section 2.05(c)(v) that such purchaser is acquiring the Bonds for its own account for the purpose of investment and not with a present view to the distribution thereof and that such purchaser has no present intention of selling, negotiating, or otherwise disposing of the Bonds.

Section 2.12. Parity and Subordinate Debt. **Parity Debt.** In addition to the Bonds, the Agency may, by Supplemental Indenture, issue or incur Parity Debt payable from Tax Revenues on a parity with the Bonds in such principal amount as shall be determined by the Agency. The Agency may issue or incur any such other Parity Debt subject to the following

specific conditions all of which are hereby made conditions precedent to the issuance and delivery of such Parity Debt issued under this Section.

(a) The Agency shall be in compliance with all covenants set forth in this Indenture and all Supplemental Indentures;

(b) The Supplemental Indenture providing for the issuance of such Parity Debt under this Section 2.12 shall provide that interest thereon shall be payable on August 1 and February 1, and principal thereof shall be payable on February 1 in any year in which principal is payable;

(c) Money may be deposited in the Reserve Account from the proceeds of the sale of said Parity Debt (or from other available funds of the Agency) in an amount equal to the Reserve Requirement for such Parity Debt, and the Supplemental Indenture providing for the issuance of such Parity Debt may provide for the establishment of separate funds and accounts, including a separate Reserve Account;

(d) The aggregate amount of the principal of and interest on all Outstanding Bonds and Subordinate Debt coming due and payable following the issuance of such Parity Debt shall not exceed the maximum amount of Tax Revenues permitted under the Plan Limitations to be allocated and paid to the Agency following the issuance of such Parity Debt;

(e) The Tax Revenues estimated in the Report of an Independent Redevelopment Consultant to be received for the then current Fiscal Year shall be at least equal to one hundred fifty percent (150%) of Maximum Annual Debt Service on all Bonds which will be Outstanding immediately following the issuance of such Parity Debt;

(f) The Agency shall deliver to the Trustee a Written Certificate of the Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth in subsections (a), (b), (c), (d) and (e) of this Section 2.12 above have been satisfied; and

(g) The Agency shall deliver to the Purchaser (if the Purchaser then owns all Outstanding Bonds) a Certificate of the Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth in this Section 2.12 have been satisfied.

Issuance of Subordinate Debt. In addition to the Bonds and any Parity Debt, from time to time the Agency may issue or incur additional Subordinate Debt in such principal amount as shall be determined by the Agency, provided that the issuance of such Subordinate Debt shall not cause the Agency to exceed any applicable Plan Limitations.

Section 2.13. Execution of Bonds; Delivery Conditions. The Agency shall deliver the Bonds only upon receiving a closing certificate from the Purchaser substantially in the form set forth as Exhibit B hereto, and written confirmation from the Purchaser that it has received copies of the following:

(i) This Indenture.

(ii) Closing certificate of the Agency.

(iii) Certificate of the Agency as to no arbitrage.

(iv) Closing opinion of counsel to the Agency.

(v) Final Approving Legal Opinion of Bond Counsel, together with a reliance letter addressed to the Purchaser.

(vi) A supplemental opinion of Bond Counsel, addressed to the Purchaser, to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(vii) Defeasance opinions of Bond Counsel.

ARTICLE III

PROCEEDS OF BONDS; PLEDGE OF REVENUES; CREATION OF FUNDS

Section 3.01. Delivery of Bonds; Payment of Debt Service. The Authorized Officers are hereby authorized to execute the Bonds and upon receipt of the proceeds of sale thereof the Trustee is authorized to authenticate and deliver the Bonds to the Purchaser.

Section 3.02. Depositing of Proceeds of Bonds and Other Amounts. The net proceeds received from the sale of the Bonds, being the amount of $_____ (principal amount of the Bonds), shall be paid to the Trustee who shall forthwith set aside, pay over and deposit such proceeds as follows:

(1) Transfer to the 1998 Escrow Agent for deposit in the 1998 Escrow Fund the amount of $_____;

(2) Transfer to the 2004 Escrow Agent for deposit in the 2004 Escrow Fund the amount of $_____;

(3) Transfer to the 2008 Escrow Agent for deposit in the 2008 Escrow Fund the amount of $_____; and

(4) Deposit the amount of $_____ in the Costs of Issuance Fund.

Section 3.03. [Reserved.]

Section 3.04. Establishment of Costs of Issuance Fund. There is hereby established a special fund to be known as the "Costs of Issuance Fund" (the "Costs of issuance Fund"), which shall be held by the Trustee. The moneys deposited in the Costs of Issuance Fund shall be applied by the Trustee to the payment of Costs of Issuance as directed by a Written Request of the Agency. Any moneys remaining in the Costs of Issuance Fund six months after

the Closing Date, shall be transferred to Agency for deposit in the Redevelopment Obligation Retirement Fund. Thereafter, the Costs of Issuance Fund shall be closed and all further responsibility for payment of Costs of Issuance shall belong solely to the Agency.

Section 3.05. Pledge of Tax Revenues. All the Tax Revenues in the Redevelopment Obligation Retirement Fund, and all of the moneys in the Interest Account, the Principal Account and the Redemption Fund, on a pro rata basis with the lien of any Parity Bonds, are hereby irrevocably pledged to the punctual payment of the interest on and principal of the Bonds, and the Tax Revenues and such other money shall not be used for any other purpose while any of the Bonds remain Outstanding; subject to the provisions of this Indenture permitting application thereof for the purposes and on the terms and conditions set forth herein. This pledge shall constitute a first lien on the Tax Revenues and such other money for the payment of the Bonds in accordance with the terms thereof.

In consideration of the acceptance of the Bonds by those who shall own them from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Agency and the Owners from time to time of the Bonds and the covenants and agreements herein set forth to be performed on behalf of the Agency shall be for the equal and proportionate security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof, of the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 3.06. Redevelopment Obligation Retirement Fund; Debt Service Fund; Deposit of Tax Revenues . Pursuant to Section 34170.5 (b) of the Law, there is established a special fund to be known as the "Redevelopment Obligation Retirement Fund" which is held by the Agency. The Agency shall promptly deposit all of the Tax Revenues received in any Bond Year in the Redevelopment Obligation Retirement Fund. All Tax Revenues received by the Agency during any Bond Year in excess of the amount required to be deposited in the Redevelopment Obligation Retirement Fund to pay debt service on the Bonds during such Bond Year pursuant to the preceding sentence shall be released from the pledge and lien hereunder. So long as any Bonds remain Outstanding hereunder, the Agency shall not have any beneficial interest in or right to the moneys on deposit in the Redevelopment Obligation Retirement Fund, except as may be provided in this Indenture.

If the amounts on deposit in the Redevelopment Obligation Retirement Fund are at any time insufficient to enable the Agency to make transfers as required hereunder to pay the principal of and interest on all outstanding Bonds and Parity Debt in full when due, the Agency shall make such transfers on a pro rata basis, without preference or priority among all outstanding Bonds and Parity Debt.

All Tax Revenues received by the Agency during any Bond Year in excess of the amount required to pay the principal of and interest on all outstanding Bonds and Parity coming due and payable during such Bond Year, shall be released from the pledge and lien hereunder for the security of the Bonds and may be applied by the Agency for any lawful purposes of the Agency.

The provisions of this Section are subject in all respects to the provisions of the Dissolution Act and other provisions of the Redevelopment Law relating to the deposit and application of the Tax Revenues for the payment of the principal of and interest on the Prior Parity Obligations.

The Trustee shall establish the Debt Service Fund as a special trust fund, which the Trustee shall hold in trust so long as any of the Bonds remain Outstanding. In addition to the transfers required to be made from the Redevelopment Obligation Retirement Fund for the payment of principal of and interest and premium (if any) on the Bonds, the Agency shall transfer amounts on deposit in the Redevelopment Obligation Retirement Fund to the Trustee in the following amounts at the following times, for deposit by the Trustee in the following respective special accounts within the Debt Service Fund, which accounts are hereby established with the Trustee, in the following order of priority:

(a) Interest Account. On or before the 5th Business Day preceding each date on which interest on the Bonds is due and payable, the Agency will withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Interest Account an amount which, when added to the amount then on deposit in the Interest Account, equals the aggregate amount of the interest coming due and payable on the Outstanding Bonds on such date. The Trustee shall apply amounts in the Interest Account solely for the purpose of paying the interest on the Bonds when due and payable.

(b) Principal Account. On or before the 5th Business Day preceding each date on which principal of the Bonds is due and payable, the Agency will withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, equals the amount of principal coming due and payable on such date on the Outstanding Bonds. The Trustee will apply amounts in the Principal Account solely for the purpose of paying the principal of the Bonds at maturity.

(c) Redemption Account. On or before the 5th Business Day preceding any date on which Bonds are subject to optional redemption under Section 4.01, the Agency will withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Redemption Account an amount required to pay the principal on the Bonds to be so redeemed on such date. The Trustee shall apply amounts in the Redemption Account solely for the purpose of paying the principal on the Bonds upon the optional redemption thereof under Section 4.01 on the date set for such redemption.

Section 3.07. Held in Trust. The moneys and investments held by the Trustee under Article III are irrevocably held in trust for the benefit of the Owners, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended

only as provided in this Indenture, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Trustee or the Agency.

Section 3.08. Commingling of Moneys in Funds. The Trustee is directed by the Agency to commingle any of the funds held by it pursuant to this Indenture into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 3.09. Liability of Agency Limited. Notwithstanding anything contained herein, the Agency shall not be required to advance any moneys derived from any source of income other than Tax Revenues legally available therefor in the Redevelopment Obligation Retirement Fund and the other funds provided herein for the payment of the Bonds, or for the performance of any agreements or covenants contained herein required to be performed by it.

The obligation of the Agency to make the principal of and interest on the Bonds and the other amounts due hereunder is a special obligation of the Agency payable solely from the moneys legally available therefor hereunder, and does not constitute a debt of the Agency, the City, or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3.10. Arbitrage Covenant. The Agency hereby covenants with the Owners of the Bonds that, notwithstanding any other provision of this Indenture, it will make no use of the proceeds of the Bonds which would cause the Bonds or the Prior Obligation to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended. The Trustee hereby covenants with the Owners of the Bonds that it will comply with the express provisions of this Indenture and will follow the written directions of the Agency and, notwithstanding anything to the contrary contained herein, so long as the Trustee shall have complied with the written instructions of the Agency, if any, with respect to making any rebate to the United States of America, the Trustee shall conclusively be deemed to have complied with its obligations hereunder and shall not be liable if the Bonds become arbitrage bonds.

ARTICLE IV

REDEMPTION

Section 4.01. Terms of Redemption.

(a) Optional Redemption of Bonds. The Bonds are subject to redemption prior to maturity, at the option of the Agency, in whole or in part among maturities on such basis as designated by the Agency and by lot within a maturity (each Bond being deemed to be composed of Authorized Denominations with each such portion being separately redeemable), from any available source of funds, on August 1, 20__, and on any date thereafter, at a

redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

(b) Sinking Fund Redemption of Bonds. The Bonds shall be subject to mandatory sinking fund redemption in part, by lot, commencing on August 1, 20__, from mandatory sinking fund payments sat aside in the Principal Account, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the aggregate respective principal amounts and on the dates set forth below; provided, however, that if some but not all of such Bonds have been redeemed pursuant to subsection (a) above the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis as determined by the Agency (notice of which determination shall be given by the Agency to the Trustee); and provided further, that so long as the Purchaser is the Owner of all Outstanding Bonds, that payment of a portion of the Bonds under mandatory sinking fund redemptions shall not require surrender of the Bonds in connection with such redemption:

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Payment Dates	Amount
August 1, 2017	
February 1, 2018	
August 1, 2018	
February 1, 2019	
August 1, 2019	
February 1, 2020	
August 1, 2020	
February 1, 2021	
August 1, 2021	
February 1, 2022	
August 1, 2022	
February 1, 2023	
August 1, 2023	
February 1, 2024	
August 1, 2024	
February 1, 2025	
August 1, 2025	
February 1, 2026	
August 1, 2026	
February 1, 2027	
August 1, 2027	
February 1, 2028	
August 1, 2028	
February 1, 2029	
August 1, 2029	
February 1, 2030	
August 1, 2030	
February 1, 2031	
August 1, 2031	
February 1, 2032	
August 1, 2032	
February 1, 2033	
August 1, 2033	

Section 4.02. Selection of Bonds for Redemption. Except as otherwise provided herein, whenever provision is made in this Indenture for the redemption of less than all of the Bonds of any series or any given portion thereof, the Trustee shall select the Bonds to be redeemed from all Bonds subject to redemption or such given portion thereof equal to Authorized Denominations not previously called for redemption by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair. The Trustee shall promptly notify the Agency in writing of the Bonds or portions thereof so selected for redemption.

Section 4.03. Notice of Redemption; Rescission. Notice of redemption shall be given by the Trustee, for and on behalf of, and at the expense of, the Agency, not less than thirty (30) nor more than sixty (60) days prior to the redemption date by first class mail to each of the Owners designated for redemption at their addresses appearing on the Bond registration books of the Trustee on the date such Bonds are selected for redemption. Each notice of redemption shall (a) state the redemption date; (b) state the redemption price; (c) state the place or places of redemption; (d) state the CUSIP numbers of the Bonds to be redeemed, the individual number of each Bond to be redeemed or that all Bonds between two stated numbers (both inclusive) or that all of the Bonds are to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed; (e) state that on the redemption date there will become due and payable on each Bond the redemption price thereof and that from and after such redemption date interest thereon shall cease to accrue; and (f) require that such Bonds be then surrendered, with a written instrument of transfer duly executed by the Owner thereof or by his attorney duly authorized in writing if payment is to be made to a Person other than the Owner.

The actual receipt of notice of such redemption by the Owner of any Bond shall not be a condition precedent to redemption, and failure to receive such notice or any defect therein shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the redemption date. A certificate by the Trustee that notice of call and redemption has been given to Owners of the Bonds as herein provided shall be conclusive as against all parties, and no Bondowner whose Bond, or portion thereof, is called for redemption may object to the cessation of interest on the redemption date fixed by any claim or showing that he failed to receive actual notice of call and redemption.

The Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for prepayment for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Agency, a new Bond or Bonds of Authorized Denominations, and of the same maturity and series and equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 4.05. Effect of Redemption. When notice of redemption has been given substantially as provided above and when the amount necessary for the redemption of the Bonds called for redemption (principal and premium, if any) is set aside for that purpose in the Redemption Fund, as provided in Section 3.06 hereof, and when interest accrued and to accrue to the redemption date has been set aside for that purpose in the Interest Account, the Bonds designated for redemption shall become due and payable on the redemption date thereof at the

place specified in the notice of redemption. Such Bonds shall be redeemed and paid at said redemption price out of the Redemption Fund and no interest will accrue on such Bonds called for redemption from and after the redemption date specified in such notice. The Owners of said Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the premium thereon, if any, only to the Redemption Fund.

All Bonds redeemed shall forthwith be canceled by the Trustee and shall not be reissued. All unpaid interest with respect to the Bonds payable at or prior to the redemption date shall continue to be payable to the respective Owners thereof, or their order, but without interest thereon.

Section 4.06. Open Market Purchase of Bonds. The Agency may at any time buy Bonds at public or private sale at a price which, inclusive of brokerage fees, will not exceed the par amount of the Bonds so purchased, plus any applicable premium and any Bonds so purchased shall be tendered to the Trustee for cancellation.

ARTICLE V

[RESERVED]

ARTICLE VI

COVENANTS OF THE AGENCY

Section 6.01. Compliance with Indenture. The Agency will not suffer or permit any material default by it to occur hereunder, but will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by it.

Section 6.02. Observance of Laws and Regulations. The Agency will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by it, including their right to exist and carry on their respective businesses, to the end that such franchises, rights and privileges shall be maintained and preserved and shall not become abandoned, forfeited or in any manner impaired.

Section 6.03. Accounting Records and Statements. The Agency will keep proper books of record and accounts, separate from all other records and accounts of the Agency, in which complete and correct entries shall be made of all transactions relating to the Project. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Purchaser or of the Owners of not less than ten per cent (10%) of the aggregate principal amount of the Bonds then Outstanding or their representatives authorized in writing.

The Agency will prepare and file with the Purchaser annually as soon as practicable, but in any event not later than two hundred seventy (270) days after the close of each Fiscal Year, so long as any Bonds are Outstanding, an audited financial statement relating to the Tax Revenues and all other funds or accounts established pursuant to the Indenture for the preceding Fiscal Year prepared by an Independent Certified Public Accountant, showing the balances in each such fund as of the beginning of such Fiscal Year and all deposits in and withdrawals from each such fund during such Fiscal Year and the balances in each such fund as of the end of such Fiscal Year, which audited financial statement shall include a statement as to the manner and extent to which the Agency has complied with the provisions of this Indenture as it relates to such funds. The Agency will furnish a copy of such audited financial statement to any Owner upon written request.

Section 6.04. Further Assurances. Whenever and so often as requested to do so by any Owner, the Agency will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owners all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon them by this Indenture.

Section 6.05. Punctual Payment. The Agency will punctually pay the interest on and principal of and redemption premiums, if any, to become due with respect to the Bonds, but only from Tax Revenues, in strict conformity with the terms of the Bonds and of this Indenture and will faithfully satisfy, observe and perform all conditions, covenants and requirements of the Bonds and of this Indenture. The Agency will take all actions required under the Dissolution Act to include on the Recognized Obligation Payment Schedules for each six-month period all payments to the Agency to satisfy the requirements of the Indenture.

Section 6.06. Against Encumbrances . The Agency will not mortgage or otherwise encumber, pledge or place any charge upon any of the Tax Revenues, except as provided in the Indenture, and will not issue any obligation or security superior to or on a parity with the Bonds payable in whole or in part from the Tax Revenues (other than Parity Debt).

Section 6.07. Extension or Funding of Claims for Interest. In order to prevent any claims for interest after maturity, the Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any Bonds and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the Agency, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 6.08. Payment of Claims. Subject to the terms of the Dissolution Act, the Agency will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Agency or upon the Tax Revenues or any part thereof, or upon any funds in the hands of the Trustee, or which might

impair the security of the Bonds; provided that nothing herein contained shall require the Agency to make any such payments so long as the Agency in good faith shall contest the validity of any such claims.

Section 6.09. Protection of Security and Rights of Owners. The Agency will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any Bonds by the Agency, such Bonds shall be incontestable by the Agency.

Section 6.10. Payment of Taxes and Other Charges. Subject to the provisions of Section 6.12 hereof, the Agency will pay and discharge all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Agency or any properties owned by the Agency in the Redevelopment Project, or upon the revenues therefrom, when the same shall become due; provided that nothing herein contained shall require the Agency to make any such payments so long as the Agency in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges.

Section 6.11. Amendment of Redevelopment Plan. If the Agency proposes to amend the Redevelopment Plan, it shall cause to be filed with the Purchaser a Consultant's report on the effect of such proposed amendment. If the Consultant's report concludes that Tax Revenues will not be materially reduced by such proposed amendment, the Agency may adopt such amendment. If the Consultant's report concludes that Tax Revenues will be materially reduced by such proposed amendment, the Agency shall not adopt such proposed amendment. The Purchaser shall be entitled to rely upon any said report and shall have no duty to verify the information or statements set forth therein.

Section 6.12. Compliance with the Dissolution Act. The Agency covenants that in addition to complying with the requirements of the second sentence of Section 6.05 hereof, it will comply with all other requirements of the Dissolution Act. Without limiting the generality of the foregoing, the Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Agency with its covenants under the Indenture. Further, the Agency will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds in Recognized Obligation Payment Schedules for each six-month period so as to enable the County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Agency's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for the Agency to pay principal of, and interest on, the Bonds coming due in the respective six-month period plus the deposits required to the extent Tax Revenues are available from the Redevelopment Project, to fund the payments due on the Outstanding Bonds on February 1 of the then current Bond Year. These actions will include, without limitation, placing on the periodic Recognized Obligation Payment Schedule for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by the Agency as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal and interest under the Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under the Indenture for the next payment due in the following six-month period.

Section 6.13. Tax Covenants. The Agency shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest on the Bonds to become includable in gross income for federal income tax purposes. To that end, the Agency hereby makes the following specific covenants:

(a) The Agency hereby covenants that it shall not make or permit any use of the proceeds of the Bonds that may cause the Series Bonds or the Prior Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

(b) The Agency covenants that the proceeds of the Bonds will not be used as to cause the proceeds on the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(c) The Agency covenants not to take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 6.14. Annual Review of Tax Revenues. The Agency hereby covenants that it will annually review the total amount of Tax Revenues remaining available to be received by the Agency under the Redevelopment Plan's cumulative tax increment limitation, as well as future cumulative Annual Debt Service. The Agency will not accept Tax Revenues greater than Annual Debt Service, in any year, if such acceptance will cause the amount remaining under the tax increment limit to fall below remaining cumulative Annual Debt Service, except for the purpose of depositing such revenues in escrow for the payment of interest on and principal of and redemption premiums, if any, on the Bonds.

Notwithstanding the foregoing, if legislation is adopted by the legislature of the State of California eliminating the effective limit on the amount of taxes which can be allocated to the Agency pursuant to the Law and the Redevelopment Plan, the deposit of Tax Revenues in escrow required by this Section 6.14 for the purpose of paying the payment of debt service on the Bonds and any additional bonds or obligations superior to or on a parity with the pledge and lien created in the Indenture for the benefit of the Bonds shall no longer be required.

Section 6.15. Notices to Purchaser. The Agency shall provide notice to the Purchaser, in writing, within 10 days:

(i) notice of any event which constitutes or could reasonably be expected to have a Material Adverse Effect;

(ii) notice of any dissemination, distribution or provision thereof to any person, notice of any material event notice or other notice, report or statement disseminated, distributed or provided in satisfaction of or as may be required by the provisions of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240 15c2-12), or any successor or similar legal requirement, including any notice, report or statement

or any other filings made by the Agency with the Municipal Securities Rulemaking Board's Electronic Market Access System; and

(iii) the accounting records and statements required by Section 6.03 hereof.

ARTICLE VII

THE TRUSTEE; INVESTMENT OF MONEYS

Section 7.01. Trustee; Duties, Removal and Resignation. By executing and delivering the Indenture, the Trustee accepts the duties and obligations of the Trustee provided in the Indenture, but only upon the terms and conditions set forth in the Indenture.

The Agency, in its sole discretion, or the Owners of a majority in aggregate principal amount of all Bonds Outstanding may, by thirty (30) days prior written request, remove the Trustee initially a party hereto, and any successor thereto, and in such event, or in the event the Trustee resigns, the Agency shall appoint a successor Trustee, but any such successor shall be a bank, national banking association or trust company in good standing doing business and having an office in Los Angeles or San Francisco, California, having (or if such bank, national banking association or trust company is a member of a bank holding company system, its bank holding company shall have) a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published.

The Trustee may at any time resign by giving written notice to the Agency and by giving to the Bond Owners notice by mailing a notice of such resignation to their addresses appearing in the Bond Register. Upon receiving any such notice of resignation, the Agency shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event that the Agency does not appoint a successor Trustee within thirty (30) days following receipt of such notice of resignation, the resigning Trustee may petition at the expense of the Agency an appropriate court having jurisdiction to appoint a successor Trustee or to resign. Subject to the prior sentence, any resignation or removal of the Trustee shall not become effective until written acceptance of appointment by the successor Trustee under the Indenture.

Any Trustee which shall resign or be removed pursuant to this Section shall be entitled to compensation in accordance with Section 7.02 and to reimbursement for all reasonable and proper expenses and advances incurred and not previously reimbursed for its activities in connection with the Indenture and for any indemnification due pursuant to the Indenture and not previously paid. Any Trustee which resigns or is removed, upon payment of its unpaid compensation and expenses hereunder, shall fully discharge all the right, title and interest of the

retiring Trustee and amounts on deposit hereunder shall vest in said successor Trustee, and such retiring Trustee shall promptly pay over, assign and deliver to the successor Trustee any money or other property on deposit pursuant hereto then held by such Trustee, and deliver any and all records, or copies thereof, in respect of the Trustee which it may have.

Section 7.02. Compensation of the Trustee. The Agency shall pay from time to time, upon receipt of a statement, to the Trustee reasonable compensation for the Trustee's services and shall reimburse the Trustee for all its reasonable advances and expenditures incurred by it in the exercise and performance of its powers and duties under the Indenture. The lien of the Trustee on amounts held by it under the Indenture for its services rendered under the Indenture shall be superior to the rights of the Bond Owners to receive scheduled payments of principal and interest with respect to their Bonds; provided that the Trustee shall have no lien on moneys in the Redemption Account.

The Agency shall hold harmless and indemnify the Trustee from and against all costs, claims, expenses and liabilities incurred by or asserted against the Trustee in the performance of its duties under this Indenture or any related document, including any such reasonable costs, claims, expenses (including legal fees and expenses) and liabilities incurred in the course of defending itself against any claims or actions or enforcing any remedies under this Indenture or any related document. Any such indemnity shall not extend to any costs, claims, expenses or liabilities adjudicated to have been caused by the negligence or willful misconduct of the Trustee. The indemnification of the Trustee under this Indenture shall extend to its directors, officers, employees and agents. The obligations of the Agency under this Section shall survive the payment of the Bonds and the discharge of this Indenture, and the resignation or removal of the Trustee.

Section 7.03. Protection to Trustee. The Agency shall indemnify, protect and hold the Trustee harmless and the Trustee shall incur no liability for acting upon any notice, resolution, consent, order, certificate, report, certificate or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee, in its discretion, may consult with counsel, who may be counsel to the Agency, with regard to legal questions, and the advice or opinion of such counsel, in the absence of negligence or willful misconduct on the part of the Trustee, shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith in accordance therewith.

Whenever in the administration of its duties under the Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Indenture, such matter (unless other evidence in respect thereof be specifically prescribed in the Indenture) may, in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by the certificate of an Authorized Officer of the Agency and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of the Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof (but shall not be obligated to), accept other evidence of such matter.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds issued pursuant to the Indenture, and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party to the Indenture. The Trustee and its affiliates, either as sponsor, advisor, principal or agent, may also engage in or be interested in any financial or other transaction with the Agency, and may act as depository, trustee, or agent for any committee or body of Owners of Bonds or other obligations of the Agency as freely as if it were not Trustee under the Indenture.

The recitals, statements and representations contained in this Indenture or in the Bonds, save only the Trustee's authentication of the Bonds, shall be taken and construed as made by and on the part of the Agency, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof. The Trustee shall not be deemed to make any representations with respect to the security afforded by this Indenture.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it under the Indenture by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty under the Indenture. The Trustee shall be fully reimbursed by the Agency for reasonable expenses incurred in connection with the performance of its obligations under the Indenture. Upon any default by, or misconduct of, any agent, attorney or receiver appointed by the Trustee, the Trustee shall fully pursue all remedies available to it against such attorney, agent or receiver, and the proceeds of the exercise of such remedies shall be used to reimburse the Agency for any loss it may have suffered as a result of the default or misconduct of such agent, attorney or receiver.

Before taking any remedial action hereunder the Trustee may require that a satisfactory indemnity bond or other indemnity satisfactory to the Trustee be furnished for the reimbursement of all reasonable expenses to which it may be put and to protect it against all liability which may be incurred in connection with the taking of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct; provided, however, the Trustee shall not seek such indemnity prior to making payments on the Bonds.

The Trustee, prior to the occurrence of an Event of Default, and after the curing or waiving of all Events of Default which may have occurred, undertakes to perform only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable person would exercise or use in the conduct of such person's own affairs.

The Trustee shall not be deemed to have knowledge of an Event of Default (except in connection with a failure of the Agency to make Debt Service Payments when due) until a Responsible Officer has actual knowledge thereof, or until notified in writing of such Event of Default.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of Bonds outstanding relating to the exercise of any right, power or remedy available to the Trustee.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Agency elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Agency agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of *force majeure*. The term "*force majeure*" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. *Force majeure* shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds. All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers and employees of the Trustee.

Section 7.04. Payment Limited. All payments to be made by the Trustee under and pursuant to this Indenture shall be made only from the corpus, income and proceeds of the amounts on deposit pursuant hereto and only to the extent that the Trustee shall have received sufficient contribution, income and proceeds in accordance with the terms of this Indenture.

Section 7.05. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.01 hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.06. Funds and Accounts. The Trustee may establish such funds and accounts as it reasonably deems necessary or appropriate to perform its obligations hereunder.

Section 7.07. Deposit and Investment of Moneys in Fund. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, and the Redemption Fund shall be invested by the Trustee and Agency, as applicable, in Permitted Investments as specified by the Treasurer of the Agency, and shall be provided in writing by the Agency with the Trustee; provided, that investments shall mature or otherwise be available at the times and in the amounts required. In the absence of any such direction provided by the Treasurer of the Agency, the Trustee shall invest any such moneys in Permitted Investments described in clause (4) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder.

Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. Whenever in this Indenture any moneys are required to be transferred by the Agency to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder (other than with respect to funds held by the Agency) shall be retained in the respective funds and accounts to be used for the purposes thereof.

In computing the amount in any fund or account, Permitted Investments shall be valued at market value, exclusive of accrued interest. The Trustee shall perform such valuation at the end of each month. In making any valuations of Permitted Investments, the Trustee may

utilize computerized securities pricing services that may be available to it, including those available through its regular accounting systems and conclusively rely thereon.

For purposes of acquiring any investments hereunder, the Trustee may in its discretion commingle funds held by it hereunder. The Trustee or an affiliate may act as principal or agent in the acquisition or disposition of any investment, and shall be entitled to its customary fee. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 7.07. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments credited to such fund or account shall be valued by the Trustee, as set forth in the definition of Permitted Investments.

The Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Agency the right to receive brokerage confirmations of security transactions as they occur, the Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Agency periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. The Trustee or any of its affiliates may act as sponsor, advisor, or manager in connection with any investments made by the Trustee hereunder.

Section 7.08. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which accurate entries shall be made of all transactions of the Trustee relating to the proceeds of the Bonds and all funds and accounts established and held by the Trustee pursuant to this Indenture. Such books of record and account shall be available for inspection by the Agency at reasonable hours, upon reasonable notice and under reasonable circumstances. The Trustee shall furnish to the Agency, at least monthly, an accounting of all transactions relating to the proceeds of the Bonds and all funds and accounts established pursuant to this Indenture, which may be in the form of the Trustee's regular monthly statement.

Section 7.09. Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular, in case of the enforcement thereof or default thereunder, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise or it finds it impracticable to exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action which may be desirable or necessary in connection therewith, it may be necessary that the Agency appoint an additional individual or institution as a separate or co-Trustee. The following provisions of this Section 7.09 are adapted to these ends.

In the event that the Agency appoints an additional individual or institution as a separate or co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest, duty, obligation and lien expressed or intended by this Indenture to be exercised by, or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-Trustee to exercise such powers, rights and

remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-Trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Agency be required by the separate or co-Trustee so appointed by the Agency for more fully and certainly vesting in and confirming to him or it, such properties, rights, powers, trust, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Agency. In case any separate or co-Trustee or a successor to either shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trust, duties and obligations of such separate or co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or co-Trustee.

In addition to the appointment of a co-Trustee hereunder, the Trustee may, at the expense and with the prior written consent of the Agency, appoint any agent of the Trustee in New York, New York or Los Angeles or San Francisco, California for the purpose of administering the transfers or exchanges of Bonds or for the performance of any other responsibilities of the Trustee hereunder.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 8.01. Amendments Permitted. This Indenture and the rights and obligations of the Agency and of the Owners of the Bonds may be modified or amended by the Agency at any time by the execution of a Supplemental Indenture and pursuant to (i) the affirmative vote at a meeting of Bondowners as provided in Section 8.02 hereof, or (ii) with the written consent, without a meeting, of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. Any such Supplemental Indenture shall become effective upon the execution and delivery thereof by the parties thereto and of the requisite number of Bondowners pursuant to Section 8.02 hereof, as applicable. No such modification or amendment shall (1) extend the Principal Payment Date of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the Agency to pay the principal thereof, or interest thereon, or any premium payable on the redemption thereof, at the time and place and at the rate and in the currency provided therein, without the written consent of the Owner of such Bond, (2) permit the creation by the Agency of any mortgage, pledge or lien upon the Tax Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as expressly permitted by this Indenture), (3) reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, or (4) modify any of the rights or obligations of the Trustee without its written consent thereto. Notwithstanding the provisions of this Section, the Agency, with the consent of the affected Owner of a Bond or Parity Bond but without notice to or the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding as provided in (ii) or (iii) above, may modify or amend this Indenture for any purpose affecting the Bonds or Parity Bonds owned by such Owner, which modification or amendment may, without limitation, reduce the principal amount of any such Bond or Parity

Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or create a mortgage, pledge or lien upon the Tax Revenues superior to the pledge and lien created for the Bonds and any Parity Bonds, only with respect to the Bonds or Parity Bonds owned by such consenting Owner.

This Indenture and the rights and obligations of the Agency and of the Owners of the Bonds may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Agency in this Indenture contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Agency;

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or otherwise to modify or amend any other provision of this Indenture as the Agency may deem necessary or desirable, provided in any case that such amendment shall not materially adversely affect the interests of the Owners of the Bonds;

(c) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of Section 2.12 hereof;

(d) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 8.02. Bondowners' Meetings. The Agency may at any time call a meeting of the Bondowners. In such event the Agency is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Bondowners. The Agency may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture or any Supplemental Indenture, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Bondowners for their consent thereto, shall be mailed by the Agency to each registered Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed. Any revocation received by the Trustee after such notice has been mailed shall be of no force or effect.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the Agency shall mail a notice to the Bondowners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee a record consisting of the papers required by this Section to be filed with the Trustee shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the Agency and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the Agency or the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII.

Section 8.05. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VIII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Indenture of the Agency and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

The Agency or the Trustee may adopt appropriate regulations to require each Bondowner before his consent provided for in this Article VIII shall be deemed effective to reveal if the Bonds as to which such consent is given are disqualified as provided in Section 8.04.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The Agency may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the Agency, as to such action. In that case, upon demand of the owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Trustee or at such other office as the Agency may select and designate for that purpose, a suitable notation shall be made on such Bond. The Agency may determine that new Bonds, so modified as in the opinion of the Agency is necessary to conform to such Bondowners' action, shall be prepared, executed and delivered In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Trustee, without cost to any Bondowner, for Bonds then outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Bondowner from accepting any amendment as to the particular Bonds held by him provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel. Prior to the execution by the Trustee of any amendment hereto, the Trustee shall be furnished with an opinion of counsel stating that the provisions of this Article have been complied with.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 9.01. Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise, and such default shall continue for a period of five (5) Business Days after the Interest Payment Date;

(b) if default shall be made by the Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of sixty (60) days following the receipt by the Agency of written notice from the Trustee or any Bondowner of the occurrence of such default;

(c) Any financial statement or certificate furnished to the Purchaser in connection with the purchase of the Bonds, or any representation or warranty made by the Agency shall prove to be incorrect, false or misleading in any material respect when furnished or made;

(d) the Agency shall file a petition seeking arrangement or reorganization under federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with the consent of the Agency seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Agency or of the whole or any substantial part of its property; or

(e) there shall occur any Event of Default under any Parity Bond Indenture.

If an Event of Default has occurred under this Section 9.01 and is continuing, the Trustee may, and if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, shall (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) subject to the provisions of Section 9.06 hereof, exercise any other remedies available to the Trustee and the Bondowners in law or at equity.

Immediately upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Agency by telephone confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be immediately become due and payable. With respect to any Event of Default described in clauses (a), (c) or (d) above the Trustee shall, and with respect to any Event of Default described in clause (b) above the Trustee in its sole discretion may, also give such notice to the Owners of the Bonds in the same manner as provided herein for notices of redemption of the Bonds.

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest at the net effective rate then borne by the Outstanding Bonds, and the reasonable fees, costs and expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 9.02. Application of Funds. Upon an Event of Default, all of the Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and, thereafter, of the Bondowners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds and Parity Bonds for principal and interest, with interest on the overdue principal and installments of interest at the rate borne by such Bonds or Parity Bonds (to the extent that such interest on overdue installments shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds and Parity Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, or any Bond or Parity Bond over any other Bond or Parity Bond, ratably to the aggregate of such principal and interest.

Section 9.03. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 9.04. Limitation on Bondowners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity acceptable to the Trustee, against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of thirty (30) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 9.05. Non-waiver. Nothing in this Article IX or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal of and interest and premium (if any) on the Bonds to the respective Owners of the Bonds on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default or breach of duty or contract by the Trustee or the Owners shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or the Owners to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee or the Owners by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or the Owners, the Trustee, the Owners and the Agency shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 9.06. Actions by Trustee as Attorney in Fact. Any suit, action or proceeding which any Owner of Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney in fact; provided, however, the Trustee shall have no obligation to exercise any rights or

remedies hereunder unless it has been indemnified to its satisfaction by the Owners from any liability or expense, including attorneys' fees. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture.

Section 9.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or the Owners of Bonds is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the law or any other law.

ARTICLE X

MISCELLANEOUS

Section 10.01. Benefits of Indenture Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Agency, the Trustee and the Owners of the Bonds, any right, remedy, claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Agency shall be for the sole and exclusive benefit of the Owners of the Bonds and the Trustee.

Section 10.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Parity Bond Indenture either the Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Indenture contained by or on behalf of the Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 10.03. Discharge of Indenture. If the Agency shall pay and discharge the entire indebtedness on all Bonds Outstanding in any one or more of the following ways-

(1) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable;

(2) by irrevocably depositing with the Trustee, in trust, at or before maturity money which, together with the amounts then on deposit in the funds and accounts established pursuant to this Indenture is fully sufficient to pay all Bonds Outstanding, including all principal, interest and redemption premiums; or

(3) by irrevocably depositing with the Trustee, in trust, non-callable Federal Securities in such amount as an Independent Financial Consultant shall certify to the Trustee, based upon a certificate of an Independent Certified Public Accountant, will together with the

interest to accrue thereon and moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates; and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Indenture provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, then notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other funds provided for in this Indenture and all other obligations of the Agency under this Indenture with respect to all Bonds Outstanding shall cease and terminate, except only the obligation of the Agency to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon, and thereafter Tax Revenues shall not be payable to the Trustee. Notice of such election shall be filed with the Trustee.

If, subject to above conditions, the Agency shall pay or cause to be paid or make provision for the payment to the owners of less than all of the Outstanding Bonds the principal of and premium, if any, and interest on such Bonds which is and shall thereafter become due and payable upon such Bonds in accordance with the provisions of clauses (1), (2) and (3) above, such Bonds, or portions thereof, shall cease to be entitled to any lien, benefit or security under this Indenture

Any funds thereafter held by the Trustee which are not required for said purpose or for any remaining fees or expenses of the Trustee shall be paid over to the Agency.

Section 10.04. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument or of such writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Agency or the Trustee in good faith and in accordance therewith.

Section 10.05. Waiver of Personal Liability. No member, officer, agent or employee of the Agency shall be individually or personally liable for the payment of the principal

of or interest on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duly provided by law.

Section 10.06. Destruction of Canceled Bonds. Whenever in this Indenture provision is made for the surrender to the Agency of any Bonds which have been paid or canceled pursuant to the provisions of this Indenture, the Trustee may, if permitted by law, destroy such canceled Bonds and provide to the Agency a certificate of destruction duly executed by the Trustee and the Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to; provided, however, if the Agency requests the destruction of such Bonds, the Agency agrees to reimburse the Trustee for the Trustee's costs incurred in connection with the microfilming or other required permanent recording, if any, related thereto.

Section 10.07. Notices and Demands on Agency. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee to or on the Agency may be given or served by being deposited postage pre-paid in a post office letter box addressed (until another address is filed by the Agency with the Trustee) or via electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a .pdf) or other similar electronic transmission, (receipt confirmed) as follows:

If to the Agency:	Successor Agency to the Redevelopment Agency of the City of Parlier 1100 E. Parlier Avenue Parlier, CA 93648 Attention: City Manager
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111 FAX: Attention:
If to the Purchaser:	

All notices, requests and demands which the Agency or the Trustee is required to give to the Purchaser under any provision of this Indenture must be in writing delivered to the address set forth above, or to such other address as the Purchaser may designate by written notice to the Trustee and the Agency. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

Section 10.09. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal or unenforceable such holding shall not affect the validity of the remaining portions of this Indenture. The Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence,

clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder all such duties and all of the rights and powers of the Trustee hereunder shall be assumed by and vest in the Treasurer of the Agency in trust for the benefit of the Bondowners. The Agency covenants for the direct benefit of the Bondowners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder in trust for the benefit of the Bonds.

Section 10.10. Effective Date of Indenture. This Indenture shall take effect from and after the date of its execution.

Section 10.11. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of California.

Section 10.12. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, but subject to applicable escheat laws, any money held by the Trustee for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be delivered to the Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bondowners shall look only to the Agency for the payment of the interest and premium (if any) on and principal of such Bonds.

Section 10.13. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.14. Payments Due on Days that are not Business Days. In any case where the date fixed for payment of principal or interest on the Bonds or the date fixed for redemption of Bonds shall not be a Business Day, then payment of such principal or interest or redemption price shall be made on the next succeeding Business Day, with the same force and effect as if made on such non-Business Day and no interest shall accrue on such amounts from and after such non-Business Day.

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IN WITNESS WHEREOF, the Agency has caused this Indenture to be executed in its name and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name all as of the day and year above written.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGECNY OF THE CITY OF PARLIER

By: _____
Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

EXHIBIT A

(FORM OF [BOND])

NO. __ $_____

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES AND AGREES THAT THIS BOND MAY ONLY BE TRANSFERRED TO ONE OR MORE ACCREDITED INVESTORS OR QUALIFIED INSTITUTIONAL BUYERS UPON SATISFACTION OF THE REQUIREMENTS IN THE INDENTURE, AND SUBJECT TO THE LIMITATION IN THE INDENTURE THAT THE TRANSFER OF THE BOND SHALL NOT CAUSE THE NUMBER OF REGISTERED OWNERS OF THE BONDS TO EXCEED 15. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS CONTAINED IN THE INDENTURE SHALL BE VOID AND OF NO EFFECT.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGECNY OF THE CITY OF PARLIER
PARLIER REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BONDS
SERIES 2015

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: DOLLARS

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGECNY OF THE CITY OF PARLIER, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), for value received hereby promises to pay to the Registered Owner stated above or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Amount stated above in lawful money of the United States of America and to pay interest thereon at the Interest Rate stated above in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated after a Record Date (as defined in the Indenture) and on or before the following Interest Payment Date in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or prior to [July 15, 2015], in which event it shall bear interest from the Dated Date stated above) ; provided, however, that if on the date of authentication of this Bond, interest is then in default on this Bond, such Bond shall bear interest

from the Interest Payment Date to which interest has previously been paid or made available for payment. Interest is payable semiannually on each August 1 and February 1, commencing [August 1, 2015] (each an "Interest Payment Date"), calculated on the basis of a 360-day year composed of twelve 30-day months until payment of the Principal Amount hereof (whether on the Maturity Date or earlier redemption hereof).

If the Agency fails to make any of the payments of scheduled principal or interest, the payment in default will continue as an obligation of the Agency until the amount in default has been fully paid, and the Agency agrees to pay the same with interest thereon, from the date of default to the date of payment, at the Default Rate. If the Agency either (i) receives notice, in any form, from the Internal Revenue Service, or (ii) reasonably determines, based on an opinion of independent tax counsel, that the Owners of the Bonds may not exclude the interest on the Bonds from federal gross income because the Agency breached a covenant contained in the Indenture, then the Agency shall pay to the Owners of the Bonds, within thirty (30) days after an Owner of the Bonds notifies the Agency of such determination, the amount which, with respect to interest payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest on the Bonds due through the date of such event) that are imposed as a result of the loss of the exclusion, will restore the Owners of the Bonds the same after tax yield on the Bonds (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, upon the occurrence of such an event, the Agency shall pay interest to the Owners of the Bonds on each succeeding Interest Payment Date calculated at the Gross Up Rate.

The Principal Amount hereof and premium, if any, upon earlier redemption hereof are payable upon presentment and surrender (or the filing of a certificate of destruction of the Bonds by the Registered Owner) at the Principal Office of The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture (as hereinafter defined) (the "Trustee"), in San Francisco, California; provided, however, that payment of a portion of the Bonds under mandatory sinking fund redemptions shall not require surrender of the Bonds in connection with such redemption. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail to the Registered Owner hereof at the Registered Owner's address as it appears on the Bond registration books maintained by the Trustee at the close of business on the Record Date, or by wire transfer to an owner of $1,000,000 or more in aggregate principal amount of Bonds at such wire transfer address in the continental United States as such owner shall specify in a written notice requesting payment by wire transfer delivered to the Trustee not later than the Record Date for such payment.

This Bond is one of a duly authorized issue of Bonds of the Agency designated as "Successor Agency to the Redevelopment Agency of the City of Parlier Parlier Redevelopment Project Tax Allocation Refunding Bonds, Series 2015" (the "Bonds"), in an aggregate principal amount of ___Million _____ Thousand _____ Dollars ($_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates, or redemption and other provisions). The Bonds are issued pursuant to the provisions of the Community Redevelopment Law of the State of California (being Part 1 of Division 24 of the Health and Safety Code of the State of California, as amended), Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code of the State of California, as amended (the

"Law"),and Article and 11, Division 2, Title 5 (commencing with Section 53580) of the California Government Code, as amended (the "Refunding Law"), and pursuant to an Indenture of Trust, dated as of _____ 1, 2015, entered into between the Agency and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Agency) and all Indentures supplemental thereto and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues pledged as security for the Bonds, as that term is defined in the Indenture, and other amounts pledged under the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Agency (i) to finance and refinance certain improvements in the Parlier Redevelopment Project (the "Project Area"); and (ii) to pay costs related to the issuance of the Bonds.

The Bonds are special obligations of the Agency, and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture) are payable from, and are secured equally and on a parity, by a charge and lien on the Tax Revenues derived by the Agency from the Redevelopment Project and other amounts pledged under the Indenture. There has been created and will be maintained by the Agency a Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Agency shall thereafter pay to the Trustee the principal of, any redemption premium and the interest on the Bonds when due. Subject to the foregoing, as and to the extent set forth in the Indenture, all such Tax Revenues are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment of principal or redemption price of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds. Notwithstanding the foregoing, in accordance with the Indenture, certain amounts out of Tax Revenues may be applied for other purposes as provided in the Indenture.

This Bond is not a debt of the City of Parlier, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Agency, as set forth in the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

[REDEMPTION PROVISIONS TO COME]

As provided in the Indenture, notice of redemption, which notice is subject to rescission under certain circumstances, shall be given by first class mail no less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption. If this Bond is called for

redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Bonds are being issued as fully registered bonds without coupons in Authorized Denominations (as defined in the Indenture). Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing at said offices of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of authorized denomination or denominations for the same aggregate principal amount and of the same maturity, will be issued to the transferee in exchange therefor. The Trustee shall not be required to register the transfer or exchange of Bonds (i) between the date which is fifteen days before selection of Bonds for redemption and the date of mailing notice of redemption, and (ii) as to any Bond selected for redemption.

The Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Agency and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond, or of any installment of interest thereon, or a reduction in the principal amount or the redemption price thereof, or in the rate of interest thereon, without the consent of the owner of such Bond, or shall reduce the percentages the consent of the owners of which is required to effect any such modification or amendment.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Agency, does not exceed any limit prescribed by the Law or any laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Redevelopment Agency of the City of Parlier has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Executive Director and its seal to be reproduced hereon and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGECNY OF THE CITY OF PARLIER

By: _____
Executive Director

(S E A L)

Attest:

By: _____
Secretary

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned does hereby sell, assign and transfer unto _____ the within Bonds and does) hereby irrevocably constitute and appoint _____ attorney to transfer such Bond on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by: _____

Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

EXHIBIT B

FORM OF PURCHASER CLOSING CERTIFICATE

$_____
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGECNY OF THE CITY OF PARLIER
PARLIER REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BONDS
SERIES 2015

I, the undersigned, hereby certify that I am an authorized representative of _____ (the "Bond Purchaser"), and that, as such, I am authorized to execute this certificate on its behalf in connection with the issuance by the Successor Agency to the Redevelopment Agency of the City of Parlier (the "Agency") of the above-referenced bonds (the "Bonds") in the aggregate principal amount of $_____, which are secured primarily by a pledge of certain Tax Revenues under an Indenture of Trust, dated as of _____ 1, 2015 (the "Indenture"), entered into between the Agency and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"). Capitalized terms used herein but not defined have the meaning given them in the Indenture.

I hereby further certify on behalf of the Bond Purchaser that:

(A) The Bond Purchaser hereby acknowledges receipt of the Bonds dated as of the date hereof.

(B) The conditions to issuance of the Bonds established by the Bond Purchaser have either been satisfied to the Bond Purchaser's satisfaction or are hereby waived by the Bond Purchaser.

(C) The Bond Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and has the full legal right, power and authority to purchase the Bonds.

(D) The Bond Purchaser is:

(i) an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act");

(ii) a "qualified institutional buyer" as such term is defined in Rule 144A promulgated under the Securities Act; or

(iii) a bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any qualified institutional buyer or on its own behalf).

(E) The Bond Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Bonds, to be capable of evaluating the merits and risks of an acquisition of in the Bonds, and the Bond Purchaser is able to bear the economic risks of such an acquisition.

(F) The Bond Purchaser is entering in to the transaction represented by the Bonds for its own account and not with a view to, and with no present intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling the Bonds, or any part or interest thereof; the Bond Purchaser understands that the Agency has no legal obligation to register the Bonds for sale, resale or any other transfer under the Securities Act. The Bond Purchaser paid the price of par for the Bonds.

(G) The Bond Purchaser recognizes that the Bonds involve significant risks, there is no established market for the Bonds and that none is likely to develop and, accordingly, the Bond Purchaser must bear the economic risk of in the acquisition of the Bonds for an indefinite period of time.

(H) The Bond Purchaser understands and agrees that the Bonds will be subject to transfer restrictions as set forth in the Indenture.

(I) The Bond Purchaser has (i) conducted its own independent inquiry, examination and analysis with respect to the Bonds, (ii) had an opportunity to ask questions of and receive answers from the Agency regarding the Bonds (including the security therefor) and the matters, transactions and documents relating to the foregoing, (iii) been provided by the Agency with all documents and information regarding the Bonds (including the security therefor) and the matters, transactions and documents relating to the foregoing that it has requested, (iv) been provided with information sufficient to allow the Bond Purchaser to make an informed decision to purchase the Bonds, and (v) been responsible for consulting with its advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws, it may have with respect to subsequent assignees of the Bonds if and when any such future disposition of the Bonds may occur.

(J) The Bond Purchaser (i) is not relying upon the Agency, or any of its affiliates, officers, employees or agents, for advice as to the merits and risks of investment in the Bonds, and (ii) has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

(K) The Bond Purchaser understands and acknowledges that (i) the offering of the Bonds is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12") and (ii) in connection with its purchase of the Bonds, the Agency has not prepared or caused to be prepared, and is not delivering, a deemed final official statement with respect to the Bonds and has not undertaken to provide to or for the benefit of holders of the Bonds

financial or operating data or any other information with respect to the Agency or the Bonds on an ongoing basis.

(L) The Bond Purchaser understands that the Bonds (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state due to exemptions from registration provided for therein, (b) will not be listed on any stock or other securities exchange, and (c) may not be readily marketable.

(M) The Bond Purchaser acknowledges that Nossaman LLP ("Bond Counsel") is acting as bond counsel to the Agency, that Bond Counsel has no attorney-client relationship with the Bond Purchaser, and that the Bond Purchaser has sought legal advice from its own counsel to the extent it concluded legal advice was necessary.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

[PURCHASER]

By: _____
Title: _____

AGENDA ITEM: VI-B2
MEETING DATE: 04/01/2015
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:
Per diem.

RECOMMENDATION:
Honorable Mayor and Councilmembers:

Approve resolution 2015-___, Setting Per Diem Rate.

BACKGROUND:
Per diem has not been modified or adjusted since 2009 and due to inflation, the City wishes to increase the rate to $110 per day.

The per diem, when allowed in accordance with the Personnel Rules or for the out of town travel to conduct City business shall be paid at the rate of $110.00 per day.

Approved by:

Israel Lara Jr.,
City Manager

RESOLUTION No. 2015 - ___

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PARLIER SETTING
PER DIEM RATE

The City Council of the City of Parlier resolves as follows:

WHEREAS, the City has a policy which provides a per diem to individual employees and Council Members for food when traveling for City related business; and

WHEREAS, the per diem rate has not been increased since 2009; and

WHEREAS, due to inflation, the City wishes to increase the rate to $110 per day.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Parlier as follows:

1. The per diem, when allowed in accordance with the Personnel Rules or for out of town travel to conduct City business by Council Members, the Mayor or management employees shall be paid at the rate of $110.00 per day.

2. This resolution supersedes all prior council resolutions relating to per diem.

3. This resolution shall become effective as of March 18, 2015.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 18th day of March, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk/Deputy City Clerk

AGENDA ITEM: VI-B3
MEETING DATE: 4/01/2015
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Senior Center Marketing

RECOMMENDATION:

Honorable Mayor and Councilmembers:

Accept the Proposal from Nick Lotta; and

Authorize City Manager to execute all documents pertaining to Nick Lotta marketing proposal.

BACKGROUND:

Ms. Cindy Sandoval is asking Nick Lotta for assistance to market and promote the Parlier Senior Center. Mr. Lotta has agreed to utilize television, radio and social media outlets to promote the Senior Center. Mr. Motta has a vast amount of experience in the marketing industry.

Mr. Lotta will provide the additional services,

1. Will post twice a day on Facebook with over 100 people in the network
2. Will create a Facebook "Like page" as means to build awareness about the senior center
3. Will run PSC Facebook page and build data base leading up to grand opening
4. Will schedule live TV appearance with KSEE 24 Central Valley Today Show
5. Will Schedule interview with Radio Bilingue
6. Will post TV appearance on Website
7. Will take professional photos
8. Will post picture album
9. Will accommodate Parlier Senior Center with Free information booth for the Grizzly games
10. Will include PSC in all of The Knight of the Shield's fundraisers

Financial Impact to General Fund: $ 800.00

Approved by:

Israel Lara Jr.,
Interim City Manager

Gmail by Google

Here is breakdown of $800

1 message

Cindy Sandoval <sandoval376ortega@gmail.com>

Wed, Mar 25, 2015 at 1:20 PM

Nick <djnicklotta@gmail.com>
To: Cindy Sandoval <sandoval376ortega@gmail.com>

*Will post twice a day on fb with my 100,000 people in my network
*will create facebook "Like" page as means to build awareness about facility
*will run PSC facebook page and build data base leading up to Grand Opening
*will schedule Live TV appearances with Ksee 24 Central Valley today show with Alex Delgado & Stefanie Bainium https://www.facebook.com/KSEE24CVT?fref=ts
*Will schedule tv appearance on Central Valley Talk live (show is broadcasted live on channel 53) https://www.facebook.com/centralvalleytalk?fref=ts
*Will schedule radio inmterview with Radio Biligue which is broadcasted to 13 other stations around the State of California http://radiobilingue.org/en/
*will post TV appearances on websites
*will take professional photos of facility as means to provide visuals for potential guests
*will post picture albums on fb and/or websites designated for PSC.
*Will accomodate Parlier Senior Center with Free informational booth at this years Grizzlies Opening Day Festival Thurs April 9th. (PRESS RELEASE ATTACHED)
*BONUS! Will inlcude PSC in all of Knights Of The Shield (KOS) fundraiser and charity events as means for facility to gain even more exposure.

Project will be marketed and promoted until Grand Opening of New facility (Date TBD)

4 attachments

central valley today 2.png
362K

central valley talk live logo.jpg
66K

AGENDA ITEM: 11-B1
MEETING DATE: 4/1/15

REPORT TO CITY COUNCIL

SUBJECT:

Stipends paid to City Council Members and City Clerk.

RECOMMENDATION:

Direct staff to update Parlier Municipal Code §2.04.012, to conform with current compensation levels and the legal requirements for the City Council and City Clerk and begin the ordinance adoption process.

FISCAL IMPACT: While a fiscal impact is not expected, it is currently unknown at this time.

BACKGROUND:
In review the status of the City finances and the City Codes, it was discovered that the City is unable to locate the documentation establishing the current compensation of the City Council Members and the City Clerk.

There is a need to evaluate and update the Municipal Code pertaining to Council Member and Mayor salaries.

Per the codified version of the Parlier Municipal Code this section has not been updated since 1985. In order to ensure proper authority for the Council Compensation, staff recommends the Council direct staff to update section 2.04.012 to comply with the currents legal standards and appropriate compensation amounts.

Prepared by:

Israel Lara, Jr.
City Manager

Approved by:

Jenell Van Bindsbergen
City Attorney

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AGENDA ITEM: VI-B5
MEETING DATE: 4/1/15

REPORT TO CITY COUNCIL

SUBJECT:

Unsolicited Proposal from Alfonso & Elida Padron/Reduce Violent Crime Project.

RECOMMENDATION:

Direct staff on how to proceed with the proposal received.

FISCAL IMPACT: Depending on the direction given by Council, the fiscal impact could range from $0 to the $70,000.00 plus the cost of the time for staff and City Attorney to draft documents and research and make budgetary revisions.

BACKGROUND:

Alfonso and Elida Padron have submitted an unsolicited proposal to provide Police and community education, direction, communication and counseling related to gang violence and its prevention. The proposal provides that the Padron's would perform work in the community as described in their attached unsolicited proposal, with the following objectives: Establishing a functional Community Response Team, assessing the project process, providing positive alternative approaches to deter gang recruitment and youth violence, to communicate with 50 at-risk youth and 25 gang members, to continue to maintain an on-going presence in the community, to educate the Police Department and the community at large about gang and violence-related issues, to cooperate with like agencies by providing counseling to gang members, and to provide parenting empowerment sessions at a cost of $34,600 for six months or $69,200 for one year.

There is no current employment position that would include these types of services and the funds have not been budgeted for this fiscal year. If Council wishes to accept the proposal, it would likely require an independent contractor agreement and budget amendments to fund the proposal.

Staff is aware that these types of services have been provided in other communities through various non-profit organizations at little to no cost to the City.

Staff seeks Council direction regarding how to respond to the proposal and if the Council wishes to entertain acceptance of the proposal what funding source the Council would like to use.

Prepared by:

Israel Lara, Jr.
City Manager

Approved by:

Jenell Van Bindsbergen
City Attorney

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VI-B6

Meeting Date: 4 / 1 / 2015

Department: YCA Physical and Wellness Program

Report To City Council

Subject:

YCA Physical and Wellness Program.

Facility Changes

Recommendation:

Authorize the City of Parlier to make changes to the 741 Tulare st property and 745 Tulare st side property.

1. Add "YCA OFFICE" to building
2. Add a sign to the property near Newmark.
3. Turn open area into multi sports field.

Background:

Francisco Pena will conduct a power point presentation at the April 1, 2015 Council Meeting.

Cisco Pena

YCA Physical and Wellness Program Director

AGENDA ITEM: VI.B1
MEETING DATE: 4/02/2015
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Sustainable Energy Roadmap (SER)

RECOMMENDATION:

Direct staff to participate in Sustainable Energy Roadmap (SER) program

FISCAL IMPACT: No fiscal impact is expected, but the city will receive $ 5,000.00 stipend to participate in the program.

BACKGROUND:

The RoadMap effort brings together a diverse group of key stakeholders to pursue approaches for accelerating local and regional clean energy and sustainable development adoption for common benefit – economic, environmental and equity. This is a voluntary program that provides participating agencies with a host of technical assistance services within a successful collaborative approach.

Prepared by:

Israel Lara, Jr.
City Manager

Approved by:

Jenell Van Bindsbergen
City Attorney

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Sustainable Energy Roadmap (SER)

Municipal Partner Agreement

SER Program Description:

The San Joaquin Valley is well positioned for explosive clean energy growth due to California's aggressive energy goals, associated state and local programs and resources, and abundant clean energy potential in the region. The region's population growth in the face of economic, air quality, water access and other prominent challenges are driving Valley municipalities to identify and pursue innovative planning, policies and programs. Sustainable Energy Roadmap (SER) -- www.sustainableenergyroadmap.com -- is focused on helping local communities to set and pursue goals related to energy efficiency, renewable energy, transportation and land use, while bringing disadvantaged communities into the public planning process. The SER provides information, resources, and tailored assistance to benefit public agencies and their most disadvantaged communities. The SER approach leverages a systematic process and set of tools to support San Joaquin Valley municipalities to benchmark their energy and sustainable development policies and programs, and based on a review of best practices, to adopt and pursue goals that optimize outcomes for their jurisdiction, and in particular their most environmentally and economically challenged communities. Led by a team of regional partners and content experts, SER is sponsored by the Strategic Growth Council through Proposition 84 funding, focused on reducing greenhouse gas emissions and on engaging environmental justice communities (EJCs) in the municipal planning process. By opting into the SER approach, the City will benefit from a regional, collaborative model, receiving a tailored roadmap, guidance and resources for pursuing best practices in implementing climate-friendly policies and programs.

SER Implementers:

Regional Policy Council (www.sjvcogs.org) Michael Sigala sigala@sigalainc.com

Madera County Transp. Commission (www.maderactc.org) Troy McNeil troy@maderactc.org

Strategic Energy Innovations (www.seiinc.org) Stephen Miller stephen@seiinc.org

Optony Inc. (www.optony.com) Benjamin Foster ben.foster@optony.com

CEG (http://www.coloradoenergygroup.com) George Burmeister g.burmeister@comcast.net

National Association of Regional Councils (www.narc.org) Mia Colson mia@narc.org

Period of Performance: February 2015 through July 2016

Municipal Goals and Benefits: The Roadmap effort brings together a diverse group of key stakeholders to pursue approaches for accelerating local and regional clean energy and sustainable development adoption for common benefit – economic, environmental and equity. This is a voluntary program that provides participating agencies with a host of technical assistance services within a successful collaborative approach.

- Environmental & energy benchmarking related to policies, codes, standards, programs and supporting community resources
- Tailored Roadmaps/action plans focusing on clean energy, transportation and land use
- Goal setting tied to regional and national best practices
- Policy, program and project resources and tailored assistance
- Environmental justice community (EJC) engagement and supporting services
- Online Roadmap platform and recognition
- Partnerships with regional industry and workforce development organizations

SER Process: Implementers will deploy a centralized effort that leverages all applicable data, research, analysis, and resources relevant for participating agencies with an eye towards their most disadvantaged communities. SER implementers will create tailored roadmaps/action plans in consultations with participating agencies, informed by benchmarking data and established best practices. Each agency will elect their goals to pursue. SER implementers will track and broadcast municipal progress along with relevant EJC needs, interests and feedback.

Implementers will support and assist the municipality throughout the process of:

1. Performance of a baseline benchmark survey of existing municipal sustainability infrastructure, processes and practices;
2. Identification of local sustainability goal(s) for improvement;
3. Development of a "Roadmap" or action plan on how to achieve the goal(s), with special attention to addressing the needs of EJ/Disadvantaged Communities; and,
4. Project implementation and monitoring to achieve and document success.

In recognition of the additional staff effort and associated costs for the above scope, the first 18 participating agencies to sign up to the program are eligible for a program stipend of $5,000. The City can invoice up to half of the stipend and expenses during 2015, and the other half in 2016.

Signatures

Our agency understands the goals of SER and we support this effort for our jurisdiction and region and will participate in this project through July 2016.

[Signature]

[Printed Name]

[Title]

[Department]

[City/County] [Date]

AGENDA ITEM: VI-C1
MEETING DATE: 4/01/06
DEPARTMENT: Grants

REPORT TO CITY COUNCIL

SUBJECT:

Operating Agreement between City of Parlier and Fresno Police Department Chaplaincy.

Budget Modification to Cal-Grip 818-13.

RECOMMENDATION:

To authorize City Manager, Israel Lara to sign and approve the Operating Agreement for service through the Cal-GRIP grant.

To approve budget modification under:

	Budget Approved			**Revised Budget**		
	Grant Funds	Cash Match	In-Kind Match	**Grant Funds**	**Cash Match**	**In-Kind Match**
Parlier Police Department	105,196.00	60,000		**116,800.00**	**60,000**	**9,600**
City of Sanger	54,000	50,000		**0**	**0**	
Fresno Police Department	0	0		**50,000**	**50,000**	
SAG Business Services	0	0	0	**10,500**		
Supplies and Services	7,200	12,000		**1,200**	**2,400**	
Other Project Travel	789	0	0	**0**	**0**	**0**
Indirect	11,318	0	0	**0**	**0**	**0**

BACKGROUND:

In the original Budget, the Fresno Police Department's Chaplaincy was going to expand their program through Sanger Police Department. Sanger Police Department is unable to complete their duties as a partner and Fresno Police Department Chaplaincy will continue to meet the grant objectives by serving the students of Parlier Elementary Schools directly under contract with the City of Parlier.

The budget modification to the Parlier Police Department is going to allow the Parlier Police department to assign a full time officer to gang suppression operations.

Attached is the CalGRIP Operating Agreement and Budget.

This project meets the objectives of Communities that Care and it addresses services for elementary student which we do not currently have for the youth. Most of our services are for middle to high school students. These are the services that were missing. School Resource Chaplains volunteer at a local elementary school campus teaching a character and integrity curriculum and help to identify and reduce crimes against children. They also act as a conduit in connecting children and their families to needed resources.

SRC Responsibilities:

- Available on campus 5-10 hours per week.
- Willingness to teach a curriculum in the classroom.
- Giving of their time to students and staff.
- Partner with the school on special needs.

As a bonus, Fresno Police Department Chaplaincy will provide training and support for the Parlier Police Department on the Ceasefire Evidence-Based program that we have initiated. They will work closely with the Parlier Police Department, the Police Department Clergy Council, and Pastor Mohorko and the Peace Makers.

Prepared by

Sonia Hall
Grant Director

Approved by

Israel Lara
City Manager

OPERATIONAL AGREEMENT BETWEEN

The City of Parlier
And
Fresno Police Department Chaplaincy

This Operational Agreement (OA) stands as evidence the **City of Parlier,** as grant applicant and lead agency of the governing body for the Eastern Fresno County, as part of the California Gang Prevention, Intervention and Reduction (GRIP) grant application, and **Fresno Police Department Chaplaincy** intend to work together toward the mutual goal of providing maximum available assistance for prevention, intervention, and suppression of gang involvement and crime in Eastern Fresno County.

Both agencies believe the implementation of the CalGRIP grant award will further this goal. To this end, upon awarded funding, the two agencies agree to participate in the exchange of services by coordinating the provision of Cal GRIP grant objectives through the implementation of the Violence Reduction through Communities of Hope.

The purpose of this OA is to document Fresno Police Department Chaplaincy commitment to participate in the following areas:

1. Attend regularly scheduled meetings monthly between City of Parlier and participating cities, including Fresno Police Department Chaplaincy, to discuss strategies, timetables and implementation of mandated services.
2. Prevention and intervention activities
3. Additional staff to assist with the CeaseFire operations.
4. Participation in the Communities that Care Operating System for the City of Parlier and the Central Valley region.
5. Fresno Police Department Chaplaincy will complete necessary data collection and information sharing to allow for the completion of all required reports to the CA Board of State Community Corrections (BSCC) as identified in the *Recipient Handbook*.

City of Parlier agrees to pay Fresno Police Department Chaplaincy and Fresno Police Department Chaplaincy agrees to receive compensation as follows at the rate specified in **Exhibit A**, which is attached hereto and incorporated herein by this reference. In no event shall services performed under this Agreement together, including those allowable project expenses as set forth in Exhibit A, exceed fifty five thousand dollars ($50,000) for the term of this Agreement unless proper authorization from the BSCC and the City of Parlier. It is understood that all expenses incidental to Fresno Police Department Chaplaincy's performance of services under this Agreement shall be borne by Fresno Police Department Chaplaincy.

Fresno Police Department Chaplaincy shall submit quarterly invoices to the City of Parlier no later than the 10th of the month for previous quarters (3-months) expenses. Payment of any such invoice shall be due within ninety (45) days from date of invoice.

This OA may be terminated in whole or in part by either party without cause. The OA will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This OA will terminate automatically if either agency ceases operations.

In the event of termination, all required reports will be completed through the end of the agreement period.

This OA will begin Jan. 1, 2014 and end Dec. 31, 2015

We, the undersigned, as authorized representatives of the City of Parlier and Fresno Police Department Chaplaincy do hereby approve this Operational Agreement.

Name and signature of person authorized to sign for City of Parlier	Name and signature of person authorized to sign for Fresno Police Department Chaplaincy
Israel Lara	Rodney Lowery
Name	Name
City Manager	Board President
Title	Title
Signature	Signature
Date	Date

CalGRIP 7 Budget	Grant Funds	Cash Match	In-Kind Match	Total
Fresno Police Department Chaplaincy				
Evidence-Based Curriculum and supplies	$ 50,000		$ 50,000	$ 100,000

Shelby Gonzales

From: Curtin, Colleen@BSCC [Colleen.Curtin@bscc.ca.gov]
Sent: Tuesday, March 17, 2015 11:27 AM
To: Shelby Gonzales
Cc: Leeson, Camina@BSCC; Sonia Hall; Sandra Rodriguez; Ardisana, Angela@BSCC
Subject: RE: Fund 298 CalGRIP 7 (BSCC 818-13)

Hi Shelby,

As per our phone conversation, the City of Parlier has permission to submit a budget modification in order to transfer to the City of Fresno a portion of the funds currently earmarked for the City of Sanger. The modification will not change the scope of work, but only the entity that will deliver one of the project components, namely the outreach to elementary students. The current budget narrative reads:

> "In addition to suppression operations, the city of Sanger Police Department is working with the elementary school students and administering a curriculum to the 1st – 3rd grade students that will increase their protective skills and reduce their risk factors. They will train CSO's to deliver the curriculum. They will go a step further and conduct parent trainings and hold Community Awareness forums. This falls in line with the CTC [Communities that Care] framework."

I understand that the budget modification will allow Fresno Police Department's Chaplaincy Services to take over these activities and they have already agreed to work in the elementary schools identified by the City of Parlier. Thank you for taking the time to explain the change. Please let me know if my understanding of the modification is not accurate.

Sincerely,
Colleen

Colleen Curtin
Field Representative
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 Ventura Oaks Way, Sacramento, CA 95833
http://www.bscc.ca.gov
phone 916.445.8066
cell 916.217.1636
email colleen.curtin@bscc.ca.gov
LEADERSHIP ★ EXCELLENCE ★ SUPPORT

From: Shelby Gonzales [mailto:SGonzales@parlier.ca.us]
Sent: Monday, March 16, 2015 2:27 PM
To: Curtin, Colleen@BSCC
Cc: Leeson, Camina@BSCC; Sonia Hall; Sandra Rodriguez
Subject: Fund 298 CalGRIP 7 (BSCC 818-13)

Our budget was approved with the City of Sanger as one of the partners on the project with the Fresno PD working with them to provide the service on the project. The City of Sanger has opted out of the project so the City of Parlier would like to do a budget revision to remove the City of Sanger and add the City of Fresno with no change in the scope of work.

The City requires that funding agency permission to request the change is obtained prior to requesting it from the City Council. Once the City Council approves the proposal to change, then the City can prepare the formal request to BSCC to change the budget.

So with this correspondence, the City of Parlier is requesting permission to submit a budget revision to replace the City of Sanger with the City of Fresno. There will also be some additional category changes, however no change in the scope of work.

If we can get your approval to request a budget revision by tomorrow (03/17/15) I believe it will be received in time to allow for the request to be submitted to the City Council at Wednesday's meeting.

Thank you for your consideration.

Shelby

Shelby A Gonzales, Consultant
Grant and Contract Management

Spam
Not spam
Forget previous vote

VII. CITY COUNCIL COMMUNICATIONS/COMMENTS

AGENDA ITEM: VIII

COUNCIL REPORT

VIII. ADJOURNMENT: