

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.14/05-19

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: May 19, 2014/7:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Chris DeFrancesco
Mayor Pro Tem Craig Knight
Council Member Marcia Sablan
Council Member Freddy Valdez
Council Member Brady Jenkins

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Council votes to approve agenda as presented.

PUBLIC COMMENT

Per municipal code Ord. 2-2.1 "No business shall be brought before the city council without having first been referred to the city manager for scheduling on the council agenda." At this time any member of the public may address the Council on items of interest to the public that are within the jurisdiction of the City Council, which are not already on the agenda this evening. You will be permitted a single visit to the podium to state your comments & concerns. Please be brief, to the point, and limit your comments to three (3) minutes. No action or discussion shall be taken on any item not appearing on the agenda, except that Council members may briefly respond to statements made, or questions posed, by members of the public, if they so desire. Concerns, questions, or complaints will be referred to the City Manager's office.

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

- 1. APPROVAL OF MINUTES – The City Council meeting on April 21, 2014.**
- 2. APPROVAL OF MINUTES – The City Council meeting on May 5, 2014.**
- 3. WARRANT REGISTER – Period starting April 1, and ending on April 30, 2014.**

April, 2014	General Warrants	#30369- #30490	\$ 411,531.75
	Payroll Warrants	#64056 - #64195	\$ 331,423.37
TOTAL			\$ 742,955.12

- 4. RESOLUTION NO. 14-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AFFIRMING SUPPORT FOR Assembly Bill (AB) 2686 (Perea), THE CLEAN, SAFE, AND RELIABLE WATER SUPPLY ACT OF 2014 AND THE IMPORTANCE OF ABOVE-GROUND WATER STORAGE, DELTA RESTORATION AND SAFE DRINKING WATER.**
- 5. PROCLAMATION HONORING JUDGE DENNIS SCOTT.**

NEW BUSINESS

- 6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO AWARD NOTICE OF COMPLETION TO DOD CONSTRUCTION FOR THE SAFE ROUTE TO SCHOOL FEDERAL CYCLE 3 SRTSL-5224(016).**

Recommended Action: City Council receives public comment & award notice of completion.

- 7. CITY ATTORNEY CONTRACT; HOURLY RATE INCREASE.**

Recommended Action: Council receives public comment & approves agreement.

8. **BRYANT JOLLEY, C.P.A. AUDIT SERVICE AGREEMENT EXTENSION FOR FISCAL YEARS ENDING JUNE 30, 2014 THRU JUNE 30, 2016.**

Recommended Action: Council receives public comment & approves agreement.

9. **PLANNING COMMISSIONER APPOINTMENT.**

Recommended Action: Council receives public comment & appoints commissioners.

10. **RESOLUTION NO. 14-17 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA TO SUPPORT THE SAN JOAQUIN RIVER PARKWAY AND CONSERVATION TRUST INC.'S RIVER CAMP FIREBAUGH PROGRAM AND APPROVAL FOR RIVER CAMP FIREBAUGH 2014.**

Recommended Action: City Council receives comments and approves Res. No. 14-17.

11. **RESOLUTION NO. 14-18 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDED CONTRACT TO ROLFE CONSTRUCTION FOR SANITARY SEWER MANHOLE REPLACEMENT AND MAIN SEWER LIFT STATION RECOATING.**

Recommended Action: City Council receives comments and approves Res. No. 14-18.

12. **RESOLUTION NO. 14-19 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDED CONTRACT TO ROLFE CONSTRUCTION FOR BEE HIVE DRIVE AND HELM CANAL ROAD WATERLINE IMPROVEMENTS.**

Recommended Action: City Council receives comments and approves Res. No. 14-19.

13. **RODEO GROUNDS/PARK USES AND POLICIES.**

Recommended Action: Council receives public comment & gives staff direction.

SUCCESSOR AGENCY MATTERS:

14. **RESOLUTION NO. 14-16 - SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY FIREBAUGH REDEVELOPMENT PROJECT TAX ALLOCATION REFUNDING BONDS 2014 SERIES A (And) SERIES B.**

Recommended Action: Successor Agency receives comments and approves Res. No. 14-16.

STAFF REPORTS

COUNCIL ITEMS

CLOSED SESSION

15. **Government Code Section 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED EMPLOYEES: City

Negotiator: City Manager

Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, May 15, 2014 at 5:00 p.m. by Rita Lozano, Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 14/04-21

Location of Meeting: Andrew Firebaugh Community Center
 1655 13th Street, Firebaugh, CA 93622
Date/Time: April 21, 2014/ 7:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Chris DeFrancesco at 7:00 p.m.

ROLL CALL

PRESENT: Mayor Chris DeFrancesco
 Mayor Pro Tem Craig Knight
 Council Member Brady Jenkins
 Council Member Freddy Valdez

ABSENT: Council Member Marcia Sablan

OTHERS: City Attorney Laurie Avedisian; City Manager, Kenneth McDonald; Finance Director, Pio Martin; Police Chief Elsa Lopez; Public Works Director, Ben Gallegos; Fire Chief, John Borboa; Deputy City Clerk, Rita Lozano; Araceli Perez, Espe Velazco, Horacio Franco, Maria Franco, David & Mary Van Pelt, Jack Minnite, and others.

PLEDGE OF ALLEGIANCE: Council Member Jenkins led pledge of Allegiance.

APPROVAL OF AGENDA: *Motion to approve agenda by Council Member Knight, seconded by Council Member Jenkins, motion passes by 4-0 vote.*

PUBLIC COMMENT: Craig Schmitz of Bay Delta Conservation Plan.

PRESENTATION: Esperanza Velazco provided an update regarding the 2014 Farmers Market. The event will be held at Maldonado Park starting Thursday, April 24, 2014, currently received applications for 18 vendors and 7 food booths. The Farmers Market is the biggest fundraiser for the Promoters; the funding assists in providing communities such as the 4th of July Firework Show, Easter egg hunt and others.

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council meeting on March 17, 2014.**

2. **WARRANT REGISTER – Period starting March 1, and ending on March 31, 2014.**

March, 2014	General Warrants	#30282- #30368	\$ 164,799.09
	Payroll Warrants	#63954 - #64055	\$ 243,070.60
TOTAL			\$ 407,869.69

Motion to approve consent calendar by Council Member Knight, seconded by Council Member Jenkins; motion passes by 4-0 vote.

NEW BUSINESS

3. **RESOLUTION NO. 14-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DIRECTING THE FILING OF THE ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF FIREBAUGH.**

Motion to approve Res. No. 14-11 by Council Member Knight, seconded by Council Member Jenkins; motion passes by 4-0 vote.

4. REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY (IT) SERVICES.

An RFP was published requesting proposals for IT services to update equipment and computer software for City staff, Police Department and Fire Department, six proposals were submitted and evaluated, staff recommends Valley Network Solution.

Motion to approve agreement with Valley Network Solutions by Council Member Knight, seconded by Council Member Jenkins; motion passes by 4-0 vote.

5. REQUEST FOR MEMBER AGENCY FEEDBACK – FRESNO COG POLICY BOARD CONSIDERATION OF PROPOSAL BY CITY OF FRESNO TO AMEND MEASURE “C” EXPENDITURE PLAN.

Informational Item Only: Fresno COG staff has received a request from the City of Fresno asking that the Fresno COG consider amending the existing Measure “C” Expenditure Plan, the amendment would be to eliminate both the Rail Consolidation and New Technology program components of the current Expenditure Plan and redirect those monies to a Street Maintenance fund that would be allocated to our member agencies on a formula basis. The formula is (population + road miles + a guaranteed annual minimum of \$100,000 for each of our 16 member agencies.)

6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO APPROVE RENTAL AGREEMENT FOR 1468 11TH STREET.

Motion to approve rental agreement by Council Member Knight, seconded by Council Member Jenkins; motion passes by 4-0 vote.

SUCCESSOR AGENCY MATTERS:**7. RESOLUTION NO. 14-13 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE PRELIMINARY TERMS FROM WESTERN ALLIANCE BANCORP IN CONNECTION WITH THE REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE FIREBAUGH REDEVELOPMENT AGENCY AND AUTHORIZING CERTAIN ACTIONS WITH RESPECT THERETO.**

Motion to approve Res. No. 14-13 by Member Knight, seconded by Member Jenkins; motion passes by 4-0 vote.

8. RESOLUTION NO. 14-14 - A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY APPROVING PROPERTY DISPOSITION PROCEDURES FOR FORMER REDEVELOPMENT AGENCY REAL PROPERTY ASSETS.

Motion to approve Res. No. 14-14 by Member Knight, seconded by Member Jenkins; motion passes by 4-0 vote.

9. RESOLUTION NO. 14-15 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY.

Motion to approve Res. No. 14-15 by Member Knight, seconded by Member Jenkins; motion passes by 4-0 vote.

STAFF REPORTS

- Elsa Lopez, Police Chief – Thomason Tractor’s alarm company reported 5-7 males loading equipment into a U-Haul truck, two people were arrested, no property was lost. I spoken to Joanne Williamson, Administrative Office of the Courts regarding the court building purchase or lease. She responded that they have an interest in leasing the building and want communication before April 30th. The last proposal the city offered to maintain the building, which includes the Court House, Ag Department, Library, and Social Services offices, along with a monthly rental fee.
- John Borboa, Fire Chief – Held the Fireman’s Dinner Dance, and this year is predicted to be the biggest fire season.

- Ben Gallegos, Public Works Director – EOC has funding for a local food drive and would like to use the Community Center building. The installation of the lights has begun at Maldonado Park; they will have a card swipe system.
- Pio Martin, Finance Director – Provided an update on the General Fund, the City has received more funding in the Building Department that projected, but the salaries is more excessive than originally predicted. City Manager added that hopefully, next month staff should have a draft of the budget or a special meeting may be required.

COUNCIL ITEMS

- Council Member Jenkins - stated that a centennial meeting was scheduled last Thursday and no one showed up, and asked what the policy is regarding the parks because there was an issue during the Jaripeo, would like to discuss this issue further as an agenda item at the next meeting.
- Council Member Knight – Spoke with Ken Aston regarding the flood insurance and possibly reducing the insurance fee due to the drought.
- Chris DeFrancesco – Provided an update regarding the Drought, stating that the contract was met at 65% for the first time another 10% will be taken from the San Joaquin River and the will be leaving the pumps running.

****Motion to enter into closed session by Council Member Knight, seconded by Council Member Jenkins; motion passes by 4-0 vote at 8:43 p.m.***

CLOSED SESSION

10. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED EMPLOYEES;
City Negotiator: City Manager
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

****Motion to enter into open session, motion passes by 4-0 vote at 9:44 p.m.***

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT - Motion to adjourn, passes by 4-0 vote, meeting adjourned at 9:45 p.m.

SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 14/05-05

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: May 5, 2014/5:30 p.m.

CALL TO ORDER *Meeting called to order by Mayor DeFrancesco at 5:30 p.m.*

ROLL CALL Mayor Chris DeFrancesco
Council Member Marcia Sablan
Council Member Freddy Valdez
Council Member Brady Jenkins
ABSENT: Mayor Pro Tem Craig Knight

OTHERS: City Manager, Kenneth McDonald; Deputy City Clerk, Rita Lozano

PLEDGE OF ALLEGIANCE: *Pledge of Allegiance was led by Council Member Jenkins.*

Motion to enter closed session by Council Member Valdez; second by Council Member Jenkins; Motion passed by consensus vote at 5:30 p.m.

CLOSED SESSION

1. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED
EMPLOYEES: City Negotiator: Ron Manfredi
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

**Motion to enter open session at 6:39 pm by consensus vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

No Action Taken

ADJOURNMENT - *Motion to adjourn by anonymous vote, meeting adjourned at 6:40 p.m.*



— **REPORT TO CITY COUNCIL** —
MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: MAY 19, 2014

SUBJECT: Warrant Register Dated: MAY 19, 2014

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented herewith a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

APRIL 01, 2014 – APRIL 30, 2014

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 30369 – # 30490	\$ 411,531.75
PAYROLL WARRANTS	# 64093 - #64195	\$ <u>331,423.37</u>
TOTAL WARRANTS.....		\$ 742,955.12

WARRANTS FOR APRIL 2014

CK#	CK DATE	Vendor Name	AMOUNT	INVOICE DESCRIPTION
29258	4/10/2014	AT&T MOBILITY	\$ (245.94)	CK LOST IN THE MAIL - REPLACED
30349	4/10/2014	CA-NV SECTION, AWWA	\$ (180.00)	REVERSED CK. - REISSUED
30369	4/1/2014	CVR & ASSOCIATES, INC.	\$ 1,386.48	BUILDING & INSPECTION FOR MARCH 2014
30370	4/1/2014	CWEA-CSJ SECTION	\$ 50.00	PUMP STN MAINT/TROUBLE SHOOTING
30371	4/1/2014	CITY OF FIREBAUGH	\$ 91,476.48	UNITED SEC BANK PAYROLL A/T - P/E 03/28/2014
30372	4/1/2014	RODDY A. LAKE	\$ 248.67	POLICE - HEALTH INS REIMBURSEMENT
30373	4/1/2014	MADERA HONDA SUZUKI	\$ 70.49	POLICE DEPT. - MOTORCYCLE OIL CHANGE
30374	4/1/2014	MANUELS TIRE SERVICE	\$ 1,206.14	PW - RADIAL PATCH & BACKHOE TIRE REPAIRS
30375	4/1/2014	MIGUEL'S PLUMBING SERVICE	\$ 150.00	UNPLUGGED MAIN SEWER LINE & DRAIN -@ KWOCK APT#1
30376	4/1/2014	SPARKLETTS	\$ 43.31	SHOP - DRINKING WATER
30377	4/1/2014	STAPLES BUSINESS ADVANTAG	\$ 300.77	POLICE DEPT. - OFFICE OPERATING SUPPLIES
30378	4/1/2014	TIFCO INDUSTRIES	\$ 347.85	PW - FACILITY REPAIRS
30379	4/1/2014	UNIVAR USA INC	\$ 3,930.91	WATER - CHEMICALS
30380	4/1/2014	USA BLUEBOOK	\$ 272.16	WATER/SEWER LAB OPERATING SUPPLIES
30381	4/1/2014	WEST SIDE DRUG STORE	\$ 27.33	FD - OFFICE SUPPLY
30382	4/1/2014	ZEE MEDICAL SERVICE CO.	\$ 118.93	PW - TO REPLINISH MEDICAL SUPPLIES
30383	4/1/2014	CITY OF FIREBAUGH	\$ 40,714.48	UNITED SEC BANK P/R ACCT. - MONTH END INSURANCE
30384	4/2/2014	JOHN BORBOA	\$ 769.20	FIRE DEPT. STIPEND - 03/15/2014 TO 03/28/2014
30385	4/3/2014	RONALD J. MANFREDI	\$ 3,720.00	CONTRACT WORK HOURS - FOR MARCH 2014
30386	4/3/2014	PIO MARTIN	\$ 86.57	REIMBURSE. -PURCHASE NEW PHONES FOR SENIOR CENTER

30387	4/3/2014	MID-VALLEY DISPOSAL	\$ 24,910.82	DISPOSAL SERVICE -REFUSE MONTH OF MARCH 2014
30388	4/3/2014	U.S. POSTMASTER	\$ 814.08	POSTAGE FOR UTILITY BILLING - APRIL 2014
30389	4/11/2014	ACME ROTARY BROOM SERVICE	\$ 588.74	PW - PARTS FOR SWEEPER REPAIRS
30390	4/11/2014	AG & INDUSTRIAL SUPPLY	\$ 413.21	PW -WATER METER BOXES & LIDS
30391	4/11/2014	AGRI-VALLEY IRRIGATION	\$ 312.50	SEWER/WATER & PARKS - PARTS FOR SPRINKLERS & FAC REPAIRS & MAINT.
30392	4/11/2014	ALERT-O-LITE, INC.	\$ 113.50	PW - SMALL TOOLS
30393	4/11/2014	ANIMAL HEALTH & SANITARY S	\$ 84.25	ANIMAL CONTROL - SUPPLIES
30394	4/11/2014	ARTCO AR TECHNOLOGIES CO.	\$ 50.00	MONTHLY WEB HOSTING & MAINT. -FOR APRIL 2014
30395	4/11/2014	AT&T MOBILITY	\$ 622.60	FORMER #990674863-TO REPLACE CK#29258
30396	4/11/2014	AT&T	\$ 2,611.07	ALL DEPTS - PHONE DSL INTERNET ACCESS SERVICES
30397	4/11/2014	AUTOZONE COMMERCIAL (137	\$ 170.60	ALL DEPTS. - PARTS & SUPPLIES FOR VEHICLE REPAIRS & MAINT.
30398	4/11/2014	AXCES INDUSTRIAL SUPPLY	\$ 935.06	PW - CITRUS FLOATING DEGREASER - FOR SEWER
30399	4/11/2014	BARNES DISTRIBUTION	\$ 2,134.75	ALL DEPTS - SEVERAL INVOICES FOR JANITORIAL/OPERATING SUPPLIES
30400	4/11/2014	BETTER QUALITY PAINTING	\$ 2,570.00	PW-PAINT & MATERIAL /DUNKLE PARK BASEBALL GRANDSTAND FAC REPAIRS
30401	4/11/2014	BSK & ASSOCIATES, INC.	\$ 1,257.54	SEWER & WATER LAB ANALYSIS
30402	4/11/2014	CA-NV SECTION, AWWA	\$ 100.00	PW -CROSS CONNECTION CERT.RENEWAL - A.CHAVARRIA
30403	4/11/2014	COLLINS & SCHOETTLER	\$ 2,800.00	PLANNING CONSULTING - MARCH 2014
30404	4/11/2014	CORBIN WILLITS SYSTEMS	\$ 822.18	C/W SERVICE AGREEMENT
30405	4/11/2014	D & L HEATING & COOLING	\$ 354.00	CITY HALL - REPAIRED A/C UNIT
30406	4/11/2014	DMV RENEWAL	\$ 105.00	POLICE DEPT. - VEHICLE REG RENEWAL - 1995 MERC
30407	4/11/2014	DEPARTMENT OF JUSTICE	\$ 273.00	POLICE DEPT. - FINGERPRINT APPS

30408	4/11/2014	DOD CONSTRUCTION LTD	\$ 168,040.75	PROGRESS PAYMT #2 - SAFE ROUTES TO SCHOOL CYCLE 3
30409	4/11/2014	EWING IRRIGATION PRODUCTS	\$ 472.50	PARKS - CHEMICALS - SURF SUPREME
30410	4/11/2014	FIREBAUGH SUPER MARKET	\$ 65.08	SENIOR CENTER OPERATING SUPPLIES & PW - DOG FOOD FOR KENNEL
30411	4/11/2014	CITY OF FIREBAUGH	\$ 10,868.31	UNITED SECURITY BANK - TO COVER SP PAYROLLS
30412	4/11/2014	FIREBAUGH HARDWARE COMP	\$ 43.91	PARKS - SPREADER FEED&SEED -FACILITY REPAIR
30413	4/11/2014	FIREBAUGH GLASS	\$ 94.00	POLICE DEPT - SUV -VEH REPAIRS
30414	4/11/2014	FRESNO COUNTY TREASURER	\$ 155.54	POLICE - ACCESS FEES
30415	4/11/2014	FRESNO COUNTY AUDITOR'S O	\$ 87.50	POLICE PARKING FEES FOR FEBRUARY 2014
30416	4/11/2014	FRESNO OXYGEN	\$ 45.88	SHOP - WELDING SUPPLY
30417	4/11/2014	GOODALL TRUCKING, INC.	\$ 1,768.94	PW - MATERIAL TO REPAIR WATER LEAKS
30418	4/11/2014	GOUVEIA ENGINEERING, INC.	\$ 22,128.45	PROFESSIONAL ENGINEERING SERVICE - SEVERAL INVOICES
30419	4/11/2014	GUTHRIE PETROLEUM, INC.	\$ 6,522.54	BULK UNLEADED GASOLINE
30420	4/11/2014	HOME DEPOT CREDIT SERVICES	\$ 160.34	PARKS -MALDONADO & DUNKLE PARKS REPAIRS
30421	4/11/2014	HUB INTERNATIONAL/ CA INSURANC	\$ 251.98	SPECIAL EVENTS INSURANCE FOR MARCH 2014
30422	4/11/2014	K B ELECTRIC	\$ 973.85	PW - ELECTRICAL -STORM DRAIN REPAIR & WASTE WATER HEADWORKS
30423	4/11/2014	KENNEDY / JENKS	\$ 15,694.57	ENGINEERING - REF WELL # 7 PROJECT: 1370011*00
30424	4/11/2014	KER WEST, INC. DBA	\$ 127.50	LOCAL LEGAL NOTICE OF PROPOSED IMPROVEMENTS
30425	4/11/2014	LIBERTY ANIMAL CONTROL	\$ 205.00	PUBLIC WORKS - ANIMAL CONTROL
30426	4/11/2014	MANUELS TIRE SERVICE	\$ 423.20	VEHICLE & EQUIPMENT TIRE REPAIRS
30427	4/11/2014	MCC CONTROL SYSTEMS	\$ 1,020.00	WATER TREATMENT PLANT 1 - EQUIPMENT REPAIR
30428	4/11/2014	MID-VALLEY DISPOSAL	\$ 186.24	REFUSE SERVICE AT 1238 P STREET & HELM CANAL RD

30429	4/11/2014	MOORE TWINING ASSOCIATES,	\$ 1,480.00	SEWER - MONITORING
30430	4/11/2014	FRANK MUNOZ	\$ 150.00	REFUND CLEANING DEPOSIT - A.F.COMM.CENTER
30431	4/11/2014	NIXON-EGLI EQUIPMENT CO.	\$ 11,055.46	PW - SWEEPER REPAIR
30432	4/11/2014	PACIFIC GAS & ELECTRIC	\$ 28,611.45	7355932148-1 - ALL DEPTS.
30433	4/11/2014	PEREZ SMOG & LUBE	\$ 145.00	FIRE DEPT. - SMOG CHECK & OIL CHANGE- 05 -F250
30434	4/11/2014	PETERS BROTHERS NURSERY	\$ 298.21	PARKS - PARKS MAINTENANCE
30435	4/11/2014	PITNEY BOWES #8000-9090-00	\$ 520.99	POSTAGE METER REFILL
30436	4/11/2014	POSO CANAL COMPANY	\$ 90.46	PW - 1ST QTR. ASSESSMENT FEES
30437	4/11/2014	QUINN COMPANY, INC.	\$ 494.40	PW - PARTS FOR SWEEPER REPAIR
30438	4/11/2014	SAN JOAQUIN VALLEY	\$ 151.00	FIRE/PD & SEWER DEPT - 2014-2015 ANNUAL PERMITS
30439	4/11/2014	SPARKLETTS	\$ 108.94	CITY HALL & SHOP - DRINKING WATER
30440	4/11/2014	STAPLES BUSINESS ADVANTAG	\$ 61.91	PD - OFFICE SUPPLIES FOR DISPATCH OFFICE
30441	4/11/2014	TELSTAR	\$ 2,608.88	PW TROUBLESHOOT & REPAIR MUFFIN MONSTER BAR SCR -HYDRO RANGER FOR WWTP
30442	4/11/2014	TIFCO INDUSTRIES	\$ 43.63	PW - STREET SIGN
30443	4/11/2014	TONER PLUS	\$ 597.40	POLICE DEPT - TONER - 8 CARTRIDGES
30444	4/11/2014	USA BLUEBOOK	\$ 182.91	SPEC CHECK CHLORINE COLOR -
30445	4/11/2014	U.S. BANK EQUIPMENT FINANC	\$ 408.89	CANON COPIER LEASE & OVERAGE
30446	4/15/2014	JOHN BORBOA	\$ 769.20	FIRE DEPT. -STIPEND 03/29/14 TO 04/11/14 40/HRS.
30447	4/15/2014	CITY OF FIREBAUGH	\$ 92,209.76	UNITED SECURITY BANK -PAYROLL A/C - P/E 04/11/2014
30448	4/25/2014	ADAMS ASHBY GROUP, LLC	\$ 1,650.00	PROJECT: 12-CDBG-8387
30449	4/25/2014	AT&T	\$ 111.28	COMMUNITY CENTER - PHONE & INTERNET ACCESS
30450	4/25/2014	AT&T	\$ 206.39	559 659-3227 296 4 - WATER TREATMENT PLANT PHONE

30451	4/25/2014	AUTOZONE COMMERCIAL (137	\$ 419.23	FIRE - PD & PW - PARTS & SUPPLIES FOR VEH REPAIR /MAINT.
30452	4/25/2014	BARNES WELDING	\$ 34.18	SHOP - CYLINDERS - REPAIR EQUIP
30453	4/25/2014	BIG G'S AUTOMOTIVE CENTER	\$ 366.35	POLICE - SHOP - PARTS & SUPPLIES FOR VEH REPAIRS
30454	4/25/2014	BSK & ASSOCIATES, INC.	\$ 1,556.26	SEWER/WATER & SEWER LAB ANALYSIS - TOMA-TEK
30455	4/25/2014	CHEMSEARCH	\$ 1,162.19	SEWER CHEMICALS
30456	4/25/2014	CORBIN WILLITS SYSTEMS	\$ 822.18	Administration C/W Servic - SERVICE AGREEMENT
30457	4/25/2014	CORELOGIC SOLUTIONS, LLC.	\$ 150.00	REALQUEST FEES FOR MARCH 2014
30458	4/25/2014	DEPARTMENT OF JUSTICE	\$ 245.00	POLICE - BLOOD ALCOHOL ANALYSIS
30459	4/25/2014	DEPART. OF TRANSPORTATION	\$ 536.74	SIGNALS & LIGHTING - JAN 2014 - MAR 2014
30460	4/25/2014	EPPLER TOWING & TRANSPORT	\$ 295.00	PD - TOWING SERVICE
30461	4/25/2014	FEDEX	\$ 38.45	ADM - SHIPPING CHARGE
30462	4/25/2014	FIREBAUGH SUPER MARKET	\$ 163.23	SENIOR CENTER - SUPPLIES & DOG FOOD FOR KENNEL
30463	4/25/2014	FIRST BANKCARD	\$ 1,075.90	CITY MANAGER, FIRE - PW - WORKS & POLICE CREDIT CARD
30464	4/25/2014	FRESNO COUNTY TREASURER	\$ 24.00	POLICE - PRISONER PROCESSING FEE - MARCH 2014
30465	4/25/2014	FRESNO-MADERA AREA AGENCY	\$ 147.40	SENIOR CENTER - MEAL PROGRAM - JANUARY 2014
30466	4/25/2014	FRESNO NETWORKS	\$ 2,386.24	NETWORK & COMPUTER SOFTWARE REPAIRS
30467	4/25/2014	G&K SERVICES, INC.	\$ 1,172.00	SHOP UNIFORM EXPENSE -& FACILITY MAINT. SUPPLIES
30468	4/25/2014	GRAND FLOW	\$ 2,104.56	UTILITY LASER BILLING & REMINDERS
30469	4/25/2014	KER WEST, INC. DBA	\$ 547.50	HELP WANTED ADVERTISEMENT & PUBLIC NOTICE
30470	4/25/2014	LOZANO SMITH, LLP	\$ 2,816.88	GENERAL LEGAL MATTERS
30471	4/25/2014	NEC FINANCIAL SERVICES, LLC	\$ 690.04	SHORETEL PHONE SYSTEM RENTAL

30472	4/25/2014	PACIFIC GAS & ELECTRIC	\$ 28,194.85	7355932148-1 - ALL DEPTS.
30473	4/25/2014	PECK'S PRINTERY	\$ 425.32	CITY HALL - WINDOW ENVELOPES
30474	4/25/2014	PINNACLE PUBLIC FINANCE, INC	\$ 33,157.59	BOND DEBT SERVICE- WTR REVENUE REFUNDING BONDS2013
30475	4/25/2014	QUILL CORPORATION	\$ 412.51	ALL DEPTS - OFFICE & OPERATING SUPPLIES
30476	4/25/2014	RELIABLE BUSINESS TECHNOLOGY	\$ 470.56	PW-TIMECLOCK - MAINTENANCE ON HANDPUNCH HADWARE
30477	4/25/2014	ROSENOW SPEVACEK GROUP, INC	\$ 2,732.50	SA CONSULT SERVICES 13/14
30478	4/25/2014	THOMASON TRACTOR COMPANY	\$ 78.31	PW - PART FOR LAWN MOWER Z820 & FAC. REPAIRS
30479	4/25/2014	TORO PETROLEUM CORP.	\$ 584.98	ALLIANCE PUMP OIL FOR PUMPS
30480	4/25/2014	TYCO INTEGRATED SECURITY LLC	\$ 478.50	QTRLY BILL 05/01/14-07/31/14 COMM CENTER SECURITY
30481	4/25/2014	VALLEY NETWORK SOLUTIONS	\$ 3,594.52	NETCARE MONITORING/SUPPORT SERVICES FOR MAY & JUNE 2014
30482	4/25/2014	VERIZON WIRELESS	\$ 358.22	ALL DEPTS. - CELL PHONE SERVICE
30483	4/25/2014	WESTERN EXTERMINATOR CO.	\$ 205.75	COMM CENTER - CITY HALL - SENIOR CENTER PEST CONTROL
30484	4/29/2014	JOHN BORBOA	\$ 769.20	FIRE DEPT.-STIPEND 4/12/14 -04/25/14 - 40HR @ 19.23
30485	4/29/2014	TERESA CERVANTES	\$ 100.00	REFUND CLEANING DEPOSIT - A.F.COMM.CENTER
30486	4/29/2014	FIREBAUGH SUPER MARKET	\$ 299.57	SENIOR CTR.& PUBLIC WRKS -NOV.2012 - APR 2014 - SUPPLIES
30487	4/29/2014	CITY OF FIREBAUGH	\$ 96,154.34	UNITED SEC BANK PAYROLL A/C - P/E 04/25/2014 - 3RD PAYROLL IN APRIL
30488	4/29/2014	NORMA GUILLEN	\$ 31.10	REFUND-DUE TO INCORRECT AMT.OF PERMIT- BP #14-0029
30489	4/29/2014	JOEL RAMIREZ	\$ 175.00	REFUND CLEANING DEPOSIT - RODEO GROUNDS -JARAPEO
30490	4/29/2014	DIANA MALDONADO RODRIGUEZ	\$ 150.00	REFUND CLEANING DEP. -DUNKLE PARK ENCLOSED AREA
		TOTAL	\$ 742,955.12	

AB 2686 (Perea, Gray, Salas)

Clean, Safe, and Reliable Water Supply Act of 2014

(as amended 3/26/14)

SUMMARY

The Clean, Safe, and Reliable Water Supply Act of 2014, AB 2686 (Perea, Gray, Salas) would reduce the amount of the Water Bond slated for the 2014 ballot from \$11.14 billion to \$9.25 billion.

BACKGROUND

More than 50 years ago, Californians approved construction of the State Water Project, which supplies water to two-thirds of the state. In the decades that followed, California's water leaders developed the most sophisticated system of state, federal, regional, and local water infrastructure anywhere in the world.

Since voters approved the State Water Project, California's population has grown from fewer than 16 million in 1960 to more than 38 million today. A growing population and a growing economy are putting greater stress on California's natural resources. Contamination of groundwater aquifers has threatened vital water supplies that California's agricultural and industrial economies depend on to provide food and goods throughout the state and the rest of the world. Our state's values demand we protect both the environment and natural resources that provide residents the right to safe drinking water.

Since 1960, California's water infrastructure and the water environment on which it depends have deteriorated while rainfall and snow levels have not increased. Climate change has impaired California's ability to ensure sufficient supply of clean, safe, and reliable drinking water as droughts have become more frequent and severe and ecosystems have become stressed. Higher temperatures mean less snow pack, which is the state's largest water reservoir. Scientists project a loss of at least 25 percent of the snow pack in the Sierra Nevada Mountains by 2050.

Safeguarding supplies of clean and safe drinking water for California's homes, businesses, and farms

is an essential responsibility of government and critical to protecting our state's quality of life and economy.

Polls have shown voters may reject the current \$11.14 billion Water Bond on the 2014 ballot. California needs a revised bond that a majority of Californians can support and that reflects all the water needs of the state.

THIS BILL

AB 2686 (Perea, Gray, Salas), The Clean, Safe, and Reliable Water Supply Act of 2014, proposes to ask voters to approve a \$9.25 billion water bond that provides funding over the next several years for five categories of urgent water infrastructure needs:

- Clean and Safe Drinking Water (\$1B)
- Protecting Rivers, Lakes, Streams, Coastal Waters, & Watersheds (\$1.5B)
- Regional Water Management for Climate Change (\$1.5B)
- Sacramento-San Joaquin Delta Sustainability (\$2.25B)
- Water Storage for Climate Change (\$3B continuously appropriated)
- Water Recycling (amount to be determined)
- Groundwater Cleanup (amount to be determined)

SUPPORT

None on file

OPPOSITION

None on file

FOR MORE INFORMATION

Jesse Cuevas

Assemblymember Henry T. Perea

Phone: (916) 319-2031

Fax: (916) 319-2131

Jesse.Cuevas@asm.ca.gov

RESOLUTION NO. 14-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AFFIRMING SUPPORT FOR Assembly Bill (AB) 2686 (Perea), THE CLEAN, SAFE, AND RELIABLE WATER SUPPLY ACT OF 2014 AND THE IMPORTANCE OF ABOVE-GROUND WATER STORAGE, DELTA RESTORATION AND SAFE DRINKING WATER

WHEREAS, the Legislature of the State of California is engaged in a re-examination of provisions within the \$11.14 billion Safe, Clean and Reliable Drinking Water Supply Act of 2010 (the Water Bond), signed into law in 2009 and currently scheduled to appear on the November 2014 General Election ballot; and

WHEREAS, data has shown voters may reject the current \$11.14 billion Water Bond on the 2014 ballot, and California needs a revised bond that a majority of Californian's can support and that reflects all the water needs of the state.

WHEREAS, the City of Firebaugh, through enactment of Resolution No. 14-12 on May 19, 2014, supported the Water Bond as an effective and necessary means of resolving California's water crisis and helping meet current and future water supply needs, particularly those of supply reliability and availability; and

WHEREAS, said Resolution noted that the City of Firebaugh would specifically benefit from this bond through funding to enhance local water supply and reliability, including above ground storage projects such as the Temperance Flat Reservoir; and

WHEREAS, the City of Firebaugh believes now as it did in approving the earlier Resolution that California's water system is outdated and straining to meet the needs of its residents, farms, businesses and environment; and has resulted in severely limiting deliveries of water, creating the potential for catastrophic failures of levees; and falling short of meeting environmental and fishery needs, ensuring continuation of water shortages into the future if the new Water Bond Proposal, Assembly 2686, were not approved and implemented; and

WHEREAS, enactment of the principles included in the Clean, Safe and Reliable Water Supply Act of 2014 would provide funding for programs throughout the state to increase water supply and reliability, address ecological problems in the Delta, add operational flexibility to the state's water storage and delivery system, aid disadvantaged communities with water quality problems, and expand water recycling and conservation.

NOW, THEREFORE, BE IT RESOLVED BY the City of Firebaugh as follows:

1. City of Firebaugh does hereby supports Assembly Bill 2686, the Clean, Safe, and Reliable Water Supply Act of 2014.
2. City of Firebaugh, in recognition of the interest expressed by the California Legislature to re-examine and re-visit the Water Bond, does hereby inform the Governor and Members of the Legislature that the City of FIREBAUGH will not support any Water Bond that fails to contain all provisions in the current Water Bond's Chapter 8, including but not limited to \$3 billion in continuous appropriation funding to develop new above-ground water storage.
3. City of Firebaugh further will not support a modified Water Bond unless it retains the \$2.25 billion provided for by the current Water Bond in its Delta Sustainability section.

4. City of Firebaugh further will not support a Water Bond modification that lacks adequate funding for regional infrastructure improvements and development, including means of meeting the ever-growing challenges faced by disadvantaged communities throughout California in dealing with and resolving water quality problems.
5. City of Firebaugh asserts that such Water Bond provisions and funding levels are crucial for sustaining water supplies in the public interest and for economic and social good in the Fresno County region and all of the State of California.

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City held on May 19, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk

PROCLAMATION

HONORING JUDGE DENNIS SCOTT

WHEREAS, *On this somber day the City of Firebaugh would like to memorialize the life of Retired Judge Dennis Scott, who served the community of Firebaugh from 1975-2002; and*

WHEREAS, *Judge Dennis Scott served the Community of Firebaugh as a Justice Court Judge and then as a Superior Court Judge until his retirement in December 2002, and*

WHEREAS, *Judge Dennis Scott's dedication and service to the community both as a resident and sitting judge was known for his fairness, toughness and one who followed his principles according to the law when performing his duties, but also memorably and fondly known for his quick wit and astuteness when the occasion warranted a lighter moment; and*

WHEREAS, *Judge Dennis Scott worked tirelessly with extraordinary intelligence and skill to conclude our Judicial System, throughout this multifaceted professional career he enjoyed the love and support of his wife, Katie and their children. His impressive career and achievements earned him the admiration and the respect of those persons who had the privilege of associating with him; and*

NOW, THEREFORE BE IT RESOLVED *that the City Council of the City of Firebaugh memorializes and commends Judge Dennis Scott for his commitment and outstanding contributions, and expresses its utmost appreciation to him for his many years of dedicated public service to our nation and the Community of Firebaugh.*

The clerk of the City of Firebaugh shall attest and affix the seal of the City of Firebaugh to this proclamation and that a copy be transmitted to the Family of Judge Dennis Scott.

May 7, 2014



Chris DeFrancesco
Mayor of the City of Firebaugh



GOUVEIA ENGINEERING, INC.
CONSULTING ENGINEERS

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

Re: Safe Routes to School Federal Cycle 3 SRTSL-5224(016)

Gentlemen:

On October 25, 2013 the City of Firebaugh executed an agreement with DOD Construction to perform work on the above referenced project. All work was completed within the completion time required by the contract documents.

Final inspection has been performed and the work has been found to be in compliance with the plans and specifications. We recommend the project be accepted and a Notice of Completion be executed and recorded with Fresno County.

Retention in the amount of \$16,271.15 should be paid to DOD Construction 35 days following the Notice of Completion recording date.

A completed Notice of Completion is enclosed herewith.

Very truly yours,

Mario B. Gouveia, P.E.
City Engineer

Enclosure: Notice of Completion

cc: Kenneth McDonald, City Manager
Ben Gallegos, Public Works Director
DOD Construction, Contractor

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN:**

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	California

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee**.
4. That on the 1st day of May, 2014 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

DOD Construction

(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

The major work consists of constructing sidewalk, 18 curb returns with curb cut ramps, 7 curb cut ramps, curb and gutter, driveways, furnish and install root barrier, construct storm drainage improvements, flashing crosswalks, and applying thermoplastic markings on various streets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

May 19, 2014

Date

By: _____

Signature of Owner

Kenneth McDonald

Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California
This 19th day of May, 2014.

City of Firebaugh
Owner

By: _____

Kenneth McDonald



STAFF REPORT

TO: City Council
FROM: Kenneth McDonald, City Manager *KM*
BY: Pio Martin, Finance Director *P*
DATE: May 19, 2014
SUBJECT: City Attorney Contract rate increase

RECOMMENDATION:

Approve the requested rate increases for City Attorney Services on July 1, 2014 and July 1, 2015, as presented in the letter from Lozano Smith Attorneys, Dale Bacigalupi and Laurie Avedisian-Favini and authorize the City Manager to execute a contract with Lozano Smith.

HISTORY /DISCUSSION:

The firm of Lozano Smith has provided City Attorney services to the City since 2008 when Dale Bacigalupi's firm merged with Lozano Smith. Dale Bacigalupi has served as legal counsel for the City of Firebaugh since 1985. This service provided to the city is unique in that the City Attorney represents the entire City and Council and gives legal advice that must be independent while supporting staff to protect the city's long term interests. We have been provided very thorough and comprehensive legal advice and prevented serious adverse actions, along with assistance with some very critical issues from deficits to industrial waste.

FISCAL IMPACT:

The proposed rates are estimated to have an increase of \$5,000 which will be included in our budget for the fiscal year 2014/15. The budget will also reflect an increased estimate of hours for legal work per month, moving from an average of 25 hours per month to 31 hours per month to more accurately reflect the time spent. The budgetary issues are presented as background information at this time and will be discussed further during the budget process.



Dale E. Bacigalupi
Attorney at Law
Laurie Avedisian-Favini
Attorney at Law

E-mail: dbacigalupi@lozanosmith.com
E-mail: lavedisian@lozanosmith.com

May 1, 2014

Kenneth McDonald, City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

Re: Attorney's Fees; Hourly Rate Increase

Dear Mr. McDonald:

Please be advised that there will be a slight increase in our fees for legal services beginning July 1, 2014. At that time, our fees will increase from \$140 per hour to \$150 per hour for non-litigation matters. Fees for litigation matters will increase from \$165 per hour to \$175 per hour and fees for paralegals will increase from \$85 to \$95 per hour. Presently, we charge a flat rate of \$450 for attendance at Council meetings. Beginning July 1, 2014, the flat rate for attendance at Council meetings will increase to \$500 per meeting.

On July 1, 2015, the hourly rate for non-litigation matters will increase an additional \$10 to \$160 per hour and the flat rate for attendance at Council meetings will increase to \$550 per meeting. All other rates will remain the same. We regret the change, but our increasing costs of doing business necessitate the increase at this time.

Despite the increase, our fees remain extremely competitive. We have attached a comparison chart with City Attorney fees for surrounding cities.

It has been our pleasure to serve the City for many years and we look forward to serving for many years to come.

If you have any questions, please do not hesitate to call.

Sincerely,

LOZANO SMITH

LOZANO SMITH

A blue ink signature of Dale E. Bacigalupi, written over a horizontal line.

Dale E. Bacigalupi

A blue ink signature of Laurie Avedisian-Favini, written over a horizontal line.

Laurie Avedisian-Favini

DEB/LAA/sr

J:\wdocs\01907\001\Mr\00313335.DOC

Limited Liability Partnership

7404 N. Spalding Avenue Fresno, California 93720-3370 Tel 559-431-5600 Fax 559-261-9366

City Attorney Fees' & Consultant Rate Comparison*

City	City Attorney Hourly Rate
Hanford	\$225
Visalia	\$160 (plus \$25,000 monthly retainer)
Orange Cove	\$165
Sanger	\$165
Reedley	\$165
Parlier	\$165
City Engineer	\$135
RSG	\$210 / \$165
Ron Manfredi	\$120
Firebaugh City Attorney (current)	\$140
Firebaugh City Attorney (proposed)	\$150

*The information in this chart was gathered by reviewing public records and conducting an informal telephone survey. While we cannot guarantee the accuracy of the rates, we believe it provides a helpful reference.



STAFF REPORT

TO: City Council
FROM: Kenneth McDonald, City Manager *KM*
BY: Pio Martin, Finance Director *P*
DATE: May 19, 2014
SUBJECT: Audit Service Agreement

RECOMMENDATION:

Approve the Audit Service Agreement extension for the fiscal years ended June 30, 2014 thru June 30, 2016 as presented in the proposal received from Bryant L. Jolley, CPA.

HISTORY:

Bryant Jolley has provided audit services to the City since 2004. We have been provided solid service and been assisted during the economic downturn to address all the city's issues in a timely, professional manner.

DISCUSSION:

If the council desires to solicit proposals from other audit firms, staff would recommend planning to prepare the request for proposals in November/December to facilitate a smooth and efficient transition. In this regard a minimum of a one year extension is necessary to properly plan for any review.

FISCAL IMPACT:

The proposed not to exceed fees have an increase of \$500 over the prior year ended audit for June 30, 2013 and a \$500 annual increase in year two and three.

BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Travis B. Evcnson

May 2, 2014

City Council
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

Dear City Council:

We are pleased to confirm our understanding of the services we are to provide the City of Firebaugh (the City) for the year ended June 30, 2014, 2015 and 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City as of and for the years then ended. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- If a Single Audit is required, internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller

General of the United States, and if required, the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. If a Single Audit is required, management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, if required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the

supplementary information in any document that contains and indicates that we have reported on the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. If required, we will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance

requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133 if applicable.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If applicable, OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will assist in the preparation of requested audit schedules.

Our services also include preparation of the City and Street Annual State Controllers Reports and any required Federal Single Audit reports. If applicable, we will issue a separate Management Letter that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are not considered material weaknesses.

The audit documentation for this engagement is the property of Bryant L. Jolley, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bryant L. Jolley's personnel. Furthermore, upon request, we may provide copies of

selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by any federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates except that we agree that our gross fee will not exceed \$28,000 for June 30, 2014, \$28,500 for June 30, 2015 and \$29,000 for June 30, 2016. This fee includes the preparation of the State Controller's Report. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon audit completion.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most current peer review accompanies this letter.

We appreciate the opportunity to be of service to the City of Firebaugh and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Bryant L. Jolley, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Firebaugh.

Kenneth McDonald, City Manager

CHIANG, HAMMON & COMPANY
Certified Public Accountants
2007 W. Hedding Street, Suite 209 San Jose, CA 95128
(408) 244-2002 (408) 244-2333 Fax

System Review Report

March 19, 2013

To the owner of Bryant L. Jolley
Certified Public Accountant and the Peer Review Committee of the CalCPA

We have reviewed the system of quality control for the accounting and auditing practice of Bryant L. Jolley Certified Public Accountant in effect for the year ended September 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Bryant L. Jolley Certified Public Accountant in effect for the year ended September 30, 2012, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bryant L. Jolley Certified Public Accountant has received a peer review rating of *pass*.


Chiang, Hammon & Company

REPORT TO CITY COUNCIL**— MEMORANDUM —***COUNCIL MEETING DATE:*May 19, 2014**SUBJECT: Planning Commissioner Appointments (Section 2-5)**

BACKGROUND: The planning and zoning commission of the city shall be composed of a total of five (5) members. At least three (3) members shall be residents of the city and reside within the corporate limits of the city at all times during their terms. Two members need not reside within the corporate limits of the city, but at all times during their terms either shall reside within the then current boundaries of the city's established sphere of influence, or shall on a regular basis own, conduct, carry on or manage any business, occupation, trade, calling or profession in the city within the meaning of Chapter 4 of this code.

Per Firebaugh Municipal Code Section 2-5.2a, members will be appointed by City Council for a 3 year term. Two of the five Commissioners have served their three year term, the City has placed an ad for the available positions and has received three applications to fill the positions; Ronnie Parker, David Van Pelt and Matt Flood.

RECOMMENDATION: City Council Appointment.



City of Firebaugh

1133 "P" Street, Firebaugh, Ca 93622

Fax (559) 659-3412

Telephone (559) 659-2043

Nominee Application for City Commission or Committee

I hereby request that I be considered as a nominee for the following City Commission or Committee:

Planning Commission X Community Service & Recreation Committee

Economic Development Committee

Name Ron Parker

Address 41021 W. Nees Ave

City Firebaugh State CA Zip 93622

Home Phone (559) 659-2167 Business Phone (559) 283-6370

Employed By Self / Parker Farms Position Farmer

I have been a registered voter in the City of Firebaugh for 0 years.

I have been a resident of Firebaugh for 26 years. (There is no residency requirement.)

Are you a citizen of the United States? Yes X No

Have you ever been convicted of a felony? Yes No X

(If your answer is "yes," please explain the nature of the felony conviction on a separate sheet of paper and attach to this form.)

Please state your education backgrounds: 1984 Graduate of Buckeye Union High School,
Buckeye, Arizona, 3 years Attended University of Arizona, Tucson, Arizona

Please list any organizations of which you are a member and any offices you have held in those organizations: Trustee, Firebaugh-Mendota United Methodist Church

Firebaugh Foundation Member




Nominee Application for City Commission or Committee

Please list any appointed public boards or commission on which you have served, and
chairmanship or office held: Firebaugh Planning Commission

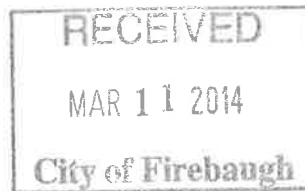
Do you believe your experience (personal, education, professional) applies to your effectively
servicing to this Commission/Committee? If so, please explain: The job of a farmer involves
constant future planning. Rotating crops to keep soil the most productive and healthy, along
with calculating income and expenses to function as efficiently as possible is truly very similar to
the goals of the City Planning Commission.

Do you have any personal goals or objectives that might be achieved by serving on this
Commission/Committee? If so, explain: The only goal I have for serving on this commission
is to keep Firebaugh's rich history alive while moving forward.

References (optional): _____

Signed  Date 4-1-14

**Please return your completed application to the
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622**



City of Firebaugh
1133 "P" Street, Firebaugh, Ca 93622
Fax (559) 659-3412
Telephone (559) 659-2043

Nominee Application for City Commission or Committee

I hereby request that I be considered as a nominee for the following City Commission or Committee:

Planning Commission X Community Service & Recreation Committee____
Economic Development Committee____

Name David Van Pelt
Address 1401 Q ST
City Firebaugh State Ca Zip 93622
Home Phone (559) 659-1363 Business Phone () _____
Employed By Retired Position _____

I have been a registered voter in the City of Firebaugh for 45 years.

I have been a resident of Firebaugh for 45 years. (There is no residency requirement.)

Are you a citizen of the United States? Yes X No _____

Have you ever been convicted of a felony? Yes _____ No X

(If your answer is "yes," please explain the nature of the felony conviction on a separate sheet of paper and attach to this form.)

Please state your education backgrounds: HS Grad + 30 college units.
8 yrs Air Force; 22 yrs Ranch Accountant; 14 yrs
Risk Manager.

Please list any organizations of which you are a member and any offices you have held in those organizations: Lions Club - Pres., FLUSD School Board 5 yrs
St Joseph Church Finance Committee



Nominee Application for City Commission or Committee

Please list any appointed public boards or commission on which you have served, and chairmanship or office held: Planning Commission, Citizen
oversight committee measure C

Do you believe your experience (personal, education, professional) applies to your effectively servicing to this Commission/Committee? If so, please explain: yes. My experience
with the Commission and Council these past few
years have taught me tolerance and understanding, which
I hope to better utilize if reappointed.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, explain: I'd like to do as much as the Planning
Commission Allows to aid the City Council in making
informed decisions that will most benefit the community
as a whole.

References (optional): _____

Signed David Van Pelt Date 3-11-14

**Please return your completed application to the
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622**



City of Firebaugh

1133 "P" Street, Firebaugh, Ca 93622

Fax (559) 659-3412

Telephone (559) 659-2043

Nominee Application for City Commission or Committee

I hereby request that I be considered as a nominee for the following City Commission or Committee:

Planning Commission ☒ Community Service & Recreation Committee ☐

Economic Development Committee ☐

Name Matt Flood
Address 1456 Q St.
City Firebaugh State CA Zip 93622
Home Phone (559) 659 2300 Business Phone (559) 577-7692
Employed By City of Mendota Position City Clerk

I have been a registered voter in the City of Firebaugh for 5 years.

I have been a resident of Firebaugh for 5 years. (There is no residency requirement.)

Are you a citizen of the United States? Yes ☒ No ☐

Have you ever been convicted of a felony? Yes ☐ No ☒

(If your answer is "yes," please explain the nature of the felony conviction on a separate sheet of paper and attach to this form.)

Please state your education backgrounds: Bachelors Degree in
Public Administration from CSU Fresno.
Economic Development Finance & Business assistance
Certifications; Training on various aspects
of local government.

Please list any organizations of which you are a member and any offices you have held in those organizations: Boy Scouts of America - Chartered Org. Representative;
CALED - Member (California Association for Local
Economic Development); Golden Key International
Honor Society - Member;



Nominee Application for City Commission or Committee

Please list any appointed public boards or commission on which you have served, and chairmanship or office held: RFP + RFQ Response Review Board;
Clerk to various Boards & Commissions at the City of
Mendota;

Do you believe your experience (personal, education, professional) applies to your effectively servicing to this Commission/Committee? If so, please explain: I have been volunteering
and working full-time in local government for 6 years;
have extensive experience in planning analysis, building
codes, zoning; Consultant to various non-profit organizations.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, explain: Ensuring smart growth and
planning within the City and ensuring that
competent recommendations are made to the City Council.

References (optional): Dr. Marcel Hetu; (559) 934-2960
Bryce Atkins; (559) 392-8357

Signed

A handwritten signature in black ink, appearing to be "M. Hetu".

Date

2/26/14

**Please return your completed application to the
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622**



City of Firebaugh

1133 "P" Street, Firebaugh, Ca 93622

Fax (559) 659-3412

Telephone (559) 659-2043

Nominee Application for City Commission or Committee

I hereby request that I be considered as a nominee for the following City Commission or Committee:

Planning Commission ☒ Community Service & Recreation Committee ☐

Economic Development Committee ☐

Name Matt Flood
Address 1456 Q St.
City Firebaugh State CA Zip 93622
Home Phone (559) 659-2300 Business Phone (559) 577-7692
Employed By City of Mendota Position City Clerk

I have been a registered voter in the City of Firebaugh for 5 years.

I have been a resident of Firebaugh for 5 years. (There is no residency requirement.)

Are you a citizen of the United States? Yes ☒ No ☐

Have you ever been convicted of a felony? Yes ☐ No ☒

(If your answer is "yes," please explain the nature of the felony conviction on a separate sheet of paper and attach to this form.)

Please state your education backgrounds: Bachelors Degree in
Public Administration from CSU Fresno.
Economic Development Finance & Business assistance
Certifications; Training on various aspects
of local government.

Please list any organizations of which you are a member and any offices you have held in those organizations: Boy Scouts of America - Chartered Org. Representative;
CALED - Member (California Association for Local
Economic Development); Golden Key International
Honor Society - Member;



Nominee Application for City Commission or Committee

Please list any appointed public boards or commission on which you have served, and chairmanship or office held:

RFP + RFQ Response Review Board;
Clerk to various Boards & Commissions at the City of
Mendota;

Do you believe your experience (personal, education, professional) applies to your effectively servicing to this Commission/Committee? If so, please explain:

I have been volunteering
and working full-time in local government for 6 years;
have extensive experience in planning analysis, building
codes, zoning; Consultant to various non-profit organizations.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, explain:

Ensuring smart growth and
planning within the City and ensuring that
competent recommendations are made to the City Council.

References (optional):

Dr. Marcel Hetu; (559) 934-2960
Bryce Atkins; (559) 392-8357

Signed

A handwritten signature in black ink, appearing to be "Matthew J. [unclear]".

Date

2/26/14

**Please return your completed application to the
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622**



STAFF REPORT

TO: City Council
FROM: Kenneth McDonald, City Manager *KM*
DATE: May 19, 2014
SUBJECT: Resolution of Support for the San Joaquin River Parkway and Conservation Trust Inc.'s (Trust) River Camp Firebaugh Program and Approval of Request for Community Center Fee Reduction for River Camp Firebaugh 2014

RECOMMENDATION:

Staff recommends continuing the rental reduction in support of this outdoor program for our youth.

HISTORY / DISCUSSION:

The Trust has conducted the Firebaugh River camp for the last two years and increased the program from the initial two weeks to four weeks in year two. They are proposing to continue this four week program this year also. The program has been very successful and the Trust has asked the city to support the program with their continued efforts and facilities.

In the first year the charge to the Trust was 10 day rental of the Community Center, which is mainly used for storing valuables and using the restrooms. Last year the City supported the program by reducing the Community Center facility rental fee to \$1,000 plus application fee of \$25 and a refundable cleaning deposit of \$150. If the River Park had restrooms and changing facilities the Community Center would not be necessary and unless there was inclement weather everything in the program is outdoor based.

FISCAL IMPACT:

The reduction represents a \$3,500 reduction in total revenue (20 days/4 weeks) of daily rental fees for the Community Center based on the current Non-Profit rates.

RESOLUTION NO. 14-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA TO
SUPPORT THE SAN JOAQUIN RIVER PARKWAY AND CONSERVATION TRUST INC.'S RIVER
CAMP FIREBAUGH PROGRAM AND APPROVAL FOR RIVER CAMP FIREBAUGH 2014**

WHEREAS, the San Joaquin River Parkway and Conservation Trust Inc. (Trust) held two weeks of a pilot program River Camp Firebaugh in July 2012, and four weeks of camp in 2013 at the Andrew Firebaugh Community Center; and

WHEREAS, just over 300 youth from the community between the ages of 5 and 14 participated in a variety of activities to introduce them to the San Joaquin River environs; and

WHEREAS, the Trust had to turn many families away due to lack of space, with a waitlist held for each week; and

WHEREAS, River Camp Firebaugh was met with great support from the participating families and leaders in the community; and

WHEREAS, River Camp Firebaugh garnered media attention for the City of Firebaugh; and

WHEREAS, Trust staff were informed that River Camp Firebaugh did fulfill its mission of introducing youth and their families to recreational opportunities in their community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh:

Section 1. That City Council approves the Trust to offer four weeks of River Camp Firebaugh during the summer of 2014.

Section 2. That City Council approves City Manager, Kenneth McDonald to negotiate with Trust Program Director, Sarah Parkes on a reduced fee for use of the Andrew Firebaugh Community Center.

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City held on May 19, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk

STAFF REPORT

TO: Firebaugh City Council
FROM: Gouveia Engineering, Inc.
DATE: May 8, 2014
SUBJECT: Bid Acceptance – City of Firebaugh Sanitary Sewer Manhole Replacement and Main Sewer Lift Station Recoating

BACKGROUND

The major work consists of relining the interior of the Firebaugh Main Sewer Lift Station located at the City's Corporation Yard which will include temporarily bypassing the Main Sewer Lift Station, removing the existing failed liner coating from the interior concrete walls of the lift station, preparation of all surfaces to receive new coating, and application of epoxy coating to all prepared surfaces. Other work will include the removal and replacement of 4 sewer manholes, removal and replacement of 224 LF of sewer main, and AC pavement patching.

The project is consistent with the Manhole Replacement Program set forth in the City's 5-year CIP.

The project was advertised on April 16, 2014, April 23, 2014 and April 30, 2014 and bids were opened May 7, 2014.

DISCUSSION

A total of 2 bids were opened and read aloud at 2:00 p.m. on May 7, 2014, this being the advertised bid opening date and time. The apparent low bid was submitted by Rolfe Construction in the amount of \$129,280.00. The Bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Rolfe Construction	\$129,280.00
Bill Nelson GEC, Inc.	\$143,790.00
Engineer's Estimate	\$128,374.00

FISCAL IMPACT

Construction of the project will be paid for using City Funds from the Sewer Enterprise Fund.

RECOMMENDATION

The Staff recommends that the Council accept the low bid from Rolfe Construction for \$129,280.00 and authorize the City Manager to sign the Agreement on behalf of the City of Firebaugh.

ATTACHMENTS

Resolution

RESOLUTION NO. 14-18

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND
AWARDING CONTRACT TO ROLFE CONSTRUCTION FOR SANITARY SEWER MANHOLE
REPLACEMENT AND MAIN SEWER LIFT STATION RECOATING**

WHEREAS, the Invitation to Bid for the SANITARY SEWER MANHOLE REPLACEMENT AND MAIN SEWER LIFT STATION RECOATING in the City of Firebaugh was listed in the Firebaugh News on April 16, 2014, April 23, 2014 and April 30, 2014; and

WHEREAS, the project will consist of relining the interior of the Firebaugh Main Sewer Lift Station located at the City's Corporation Yard which will include temporarily bypassing the Main Sewer Lift Station, removing the existing failed liner coating from the interior concrete walls of the lift station, preparation of all surfaces to receive new coating, and application of epoxy coating to all prepared surfaces. Other work will include the removal and replacement of 4 sewer manholes, removal and replacement of 224 LF of sewer main, and AC pavement patching; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Firebaugh City Hall on May 7, 2014 at 2:00 p.m.

<u>Contractor</u>	<u>Total Bid</u>
Rolfe Construction	\$129,280.00
Bill Nelson GEC, Inc.	\$143,790.00

WHEREAS, the City Engineer's Estimate was \$128,374.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH RESOLVES upon the recommendation of the City Engineer that the SANITARY SEWER MANHOLE REPLACEMENT AND MAIN SEWER LIFT STATION RECOATING be awarded to: Rolfe Construction, 3575 Southern Pacific Avenue Atwater, CA 95301, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Eighty Dollars (\$129,280.00).

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City held on May 19, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk

STAFF REPORT

TO: Firebaugh City Council
FROM: Gouveia Engineering, Inc.
DATE: May 9, 2014
SUBJECT: Bid Acceptance – City of Firebaugh Bee Hive Drive and Helm Canal Waterline Improvements

BACKGROUND

The major work consists of installing approximately 2,800 linear feet of 6-inch water line, installing water valves, transferring 4 water services, reconstructing one driveway, and repairing and trench patching AC pavement in the City of Firebaugh.

The project is consistent with the replacement of leaky pipes as listed in the City's 5-year CIP.

The project was advertised on April 16, 2014, April 23, 2014 and April 30, 2014 and bids were opened May 7, 2014.

DISCUSSION

A total of 8 bids were opened and read aloud at 2:30 p.m. on May 7, 2014, this being the advertised bid opening date and time. The apparent low bid was submitted by Rolfe Construction in the amount of \$201,318.00. The Bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Rolfe Construction	\$201,318.00
Hobbs Construction	\$202,638.00
Floyd Johnston Construction	\$203,627.00
F. Loduca Co.	\$206,807.60
Bill Nelson GEC, Inc.	\$219,003.00
Lawrence Backhoe Service	\$221,716.24
Taylor Backhoe Service, Inc.	\$238,030.00
Seal Rite Paving and Grading	\$324,005.59
Engineer's Estimate	\$221,342.50

FISCAL IMPACT

Construction of the project will be paid for using City Funds from the Water Enterprise Fund.

RECOMMENDATION

The Staff recommends that the Council accept the low bid from Rolfe Construction for \$201,318.00 and authorize the City Manager to sign the Agreement on behalf of the City of Firebaugh.

ATTACHMENTS

Resolution

RESOLUTION NO. 14-19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND
AWARDING CONTRACT TO ROLFE CONSTRUCTION FOR BEE HIVE DRIVE AND HELM
CANAL ROAD WATERLINE IMPROVEMENTS**

WHEREAS, the Invitation to Bid for the BEE HIVE DRIVE AND HELM CANAL ROAD WATERLINE IMPROVEMENTS in the City of Firebaugh was listed in the Firebaugh News on April 16, 2014, April 23, 2014 and April 30, 2014; and

WHEREAS, the project will consist of installing approximately 2,800 linear feet of 6-inch water line, installing water valves, transferring 4 water services, reconstructing one driveway, and repairing and trench patching AC pavement in the City of Firebaugh; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Firebaugh City Hall on May 7, 2014 at 2:30 p.m.

<u>Contractor</u>	<u>Total Bid</u>
Rolfe Construction	\$201,318.00
Hobbs Construction, Inc.	\$202,638.00
Floyd Johnston Construction	\$203,627.00
F. Loduca Co.	\$206,807.60
Bill Nelson GEC, Inc.	\$219,003.00
Lawrence Backhoe Service	\$221,716.24
Taylor Backhoe Service, Inc.	\$238,030.00
Seal Rite Paving and Grading	\$324,005.59

WHEREAS, the City Engineer's Estimate was \$221,342.50.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH RESOLVES upon the recommendation of the City Engineer that the BEE HIVE DRIVE AND HELM CANAL ROAD WATERLINE IMPROVEMENTS be awarded to: Rolfe Construction, 3573 Southern Pacific Avenue Atwater, CA 95301, in the amount of Two Hundred One Thousand, Three Hundred Eighteen Dollars (\$201,318.00).

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City held on May 19, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk



STAFF REPORT

TO: City Council
FROM: Kenneth McDonald, City Manager *7/11*
DATE: May 19, 2014
SUBJECT: Rodeo Grounds/Park uses and policies

RECOMMENDATION:

Council to discuss changes to use and policies of Rodeo grounds/park and direct staff to prepare any actions or modifications to the use rules and policies or continue the current practices.

HISTORY:

Due to the discussion at the last Council meeting regarding use and policies for the Rodeo Grounds and Park further council discussion was requested. In order for the Rodeo grounds to provide a secured facility which prevents unauthorized entrance and control of the venue, the ability to lock the facility by gates/fences at the pathway behind the public works yard and on the south side of the bridge is the easy solution. The alternative would be to place the burden on the party renting the grounds with temporary rental fence or additional charges for the additional space the control points represent. The current gates and fence are also very vital during flooding of the river and must be utilized to prevent access to the area during high water on the river.

DISCUSSION:

This process has been utilized for all the events requiring secured access, namely Jaripeo Rodeo, the Demolition Derby, concerts and any other venue charging admission to the grounds. Although this use of the facility has not been a problem in the past, the rented use on Easter Sunday for a Jaripeo created many unhappy residents. On that day it is very typical for families to have a picnic function at the park and on this day the park was not available and several families were prevented from using the Rodeo Grounds Park.

We have about three events on the calendar so far, so if any changes are proposed I would recommend full refunds if the rules and use of the facility change or select specific days that the grounds cannot be rented to ensure the public use.

FISCAL IMPACT:

It has been reported that restaurants, markets and gas stations benefit from these events, so any cancelations could potentially result in loss of revenue for local businesses and the city in the end from sales taxes and rental revenue for the rodeo grounds.

SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY

RESOLUTION NO. 14-16

ADOPTED ON MAY 19, 2014

**SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY
FIREBAUGH REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BONDS
2014 SERIES A**

And

**SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY
FIREBAUGH REDEVELOPMENT PROJECT
TAXABLE TAX ALLOCATION REFUNDING BONDS
2014 SERIES B**

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Successor Agency to the Firebaugh Redevelopment Agency
Resolution Authorizing the Issuance of Not to Exceed
\$3,755,000 Aggregate Principal Amount of
Firebaugh Redevelopment Project, Tax Allocation Refunding Bonds, 2014 Series A
And

Successor Agency to the Firebaugh Redevelopment Agency
Resolution Authorizing the Issuance of Not to Exceed
\$2,745,000 Aggregate Principal Amount of
Firebaugh Redevelopment Project, Taxable Tax Allocation Refunding Bonds, 2014 Series B

WHEREAS, the Successor Agency to the Firebaugh Redevelopment Agency (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 Firebaugh Redevelopment Agency (the "Original Agency");

WHEREAS, the Original Agency was a redevelopment agency in the City of Firebaugh (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 Firebaugh Redevelopment Project (the "Redevelopment Project") has been adopted under the Law pursuant to all applicable requirements of the Law; and

WHEREAS, pursuant to an Indenture of Trust, dated as of November 1, 2005, as supplemented by a First Supplement to Trust Agreement, dated as November 1, 2005 (collectively, the "2005 Indenture"), both between the Original Agency and The Bank of New York Mellon Trust Company, N.A, as successor to the trustee named therein (the "2005 Trustee"), the Original Agency has issued its Redevelopment Agency of the City of Firebaugh, Firebaugh Redevelopment Project Tax Allocation Bonds, 2005 Series A (the "2005 Series A Bonds"), in the original principal amount of \$3,770,000, of which \$3,770,000 is currently outstanding, and its Redevelopment Agency of the City of Firebaugh, Firebaugh Redevelopment Project Taxable Tax Allocation Bonds, 2005 Series B (the "2005 Series B Bonds" and, with the 2005 Series A Bonds, the "Prior Obligations"), in the original principal amount of \$3,450,000, of which \$2,695,000 is currently outstanding, 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 Firebaugh; 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 January 26, 2014, pursuant to Resolution No. 14-01, 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 City 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, to provide moneys to refund the Prior Obligations, the Agency now wishes to authorize the issuance and sale of certain refunding bonds, designated as Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project Tax Allocation Refunding Bonds, 2014 Series A (the "2014A Bonds") and Successor Agency to the Firebaugh

Redevelopment Agency Firebaugh Redevelopment Project Taxable Tax Allocation Refunding Bonds, 2014 Series B (the "2014B Bonds" and, with the 2014A Bonds, 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 Resolution 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, THE CITY COUNCIL OF THE CITY OF FIREBAUGH, ACTING AS SUCCESSOR AGENCY FOR THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF FIREBAUGH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

ARTICLE I DEFINITIONS; EQUAL SECURITY

Section 1.01. Findings. The Agency hereby makes the following findings:

(i) Due to low interest rates, it is beneficial to the City 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 execution and delivery of the Purchase Contract.

(iii) The 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 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 California State Department of Finance upon request.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

"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 Firebaugh Redevelopment Agency, a public body, corporate and politic, organized and existing under the laws of the State of California, and any successor thereto.

"Agency Issuance Certificate" means that certain certificate of the Agency setting forth the final principal amount, interest rate, redemption provisions, maturity and sinking fund schedules for the Bonds, as provided for herein.

"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 2014A Bonds and the 2014B Bonds.

"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 December 2 in any year and the next succeeding December 1 of each year; provided, however, that the first Bond Year shall begin on the Closing Date and end on December 1, 2014.

"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.

“Closing Date” means the date of original delivery of the Bonds to the Purchaser, being the date set forth in the Agency Issuance Certificate.

“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.

“Default Rate” means 3.00% 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 scheduled interest rate on the 2014B Bonds.

“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:

(1) is in fact independent and not under the domination of the Agency;

(2) does not have any substantial interest, direct or indirect, with the Agency;

and

(3) 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:

(1) is in fact independent and not under the domination of the Agency;

(2) does not have any substantial interest, direct or indirect, with the Agency;

and

(3) 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 December 1, 2014 and each June 1 and December 1 thereafter, unless otherwise set forth in the Agency Issuance Certificate.

“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 (b) with respect to this Resolution, a material adverse effect upon (i) the enforceability of this Resolution, (ii) the ability of the Agency to perform its obligations under this Resolution, or (iii) the rights of or benefits or remedies available to the Purchase under this Resolution.

“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.

“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:

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 District 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 District

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" and if rated by Moody's rated "Aaa," "Aa1" or "Aa2."

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. The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.

6. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF. In addition to the authority to invest funds in certificates of deposit set forth in this subsection (6), an investment in nonnegotiable certificates of deposit made in accordance with the following conditions is an authorized investment: (i) the financial institution selected by the Agency arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Agency; (ii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States of America or an instrumentality of the United States of America; (iii) the financial institution selected by the Agency acts as custodian for the Agency with respect to the certificates of deposit issued for the account of the Agency.

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 and "A-1" or better by S&P.

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

10. 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 "A3" or better by Moody's and "A-1+" 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 Agency (buyer/lender), and the transfer of cash from the Agency 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 Agency in exchange for the securities at a specified date.

12. Medium-term Notes: Corporate notes issued by corporations organized and operating within the United States with a rating of "AAA" 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.

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

14. The Fresno County Pooled Investment Fund.

15. 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.

"Prior Obligations" means, collectively, (i) the outstanding amount of Redevelopment Agency of the City of Firebaugh, Firebaugh Redevelopment Project Tax Allocation Bonds, 2005 Series A (the "2005 Series A Bonds"), and (ii) the outstanding amount of Redevelopment Agency of the City of Firebaugh, Firebaugh Redevelopment Project Taxable Tax Allocation Bonds, 2005 Series B (the "2005 Series B Bonds").

"Purchaser" means TPB Investments Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, or an affiliate thereof as designated in the Agency Issuance Certificate, 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 Agency 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 Firebaugh Redevelopment Project, approved by Ordinance No. 83-4 enacted by the City Council of the City on June 21, 1983, together with any amendments thereof hereafter duly enacted pursuant to the Redevelopment 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.

“Resolution” means this Resolution, as originally approved and as it may from time to time be amended or supplemented in accordance herewith.

“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 Resolution authorizing such Bonds as a separate Series of Bonds, including the 2014A Bonds and the 2014B Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Resolution.

“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. 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.

“2014A Bonds means the not-to-exceed \$3,755,000 principal amount of Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project Tax Allocation Refunding Bonds, 2014 Series A authorized hereby and at any time Outstanding hereunder that are issued by the Agency under and pursuant to Article II of this Resolution.

“2014B Bonds means the not-to-exceed \$2,745,000 principal amount of Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project Taxable Tax Allocation Refunding Bonds, 2014 Series B authorized hereby and at any time Outstanding hereunder that are issued by the Agency under and pursuant to Article II of this Resolution.

“Written Request of the Agency” means an instrument in writing signed by the Chair, the Executive Director, the Treasurer or the Secretary (each an “Authorized Officer,” acting for the Agency) or by any other officer of the Agency duly authorized to act for the Agency for that purpose.

Section 1.03. Equal Security. In consideration of the acceptance of the Bonds by the Owners, this Resolution 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.

ARTICLE II TERMS AND CONDITIONS OF BONDS

Section 2.01. Preparation of Bonds. The Agency hereby authorizes the issuance of (i) the 2014A Bonds in an aggregate principal amount not to exceed \$3,755,000, and (ii) the 2014B Bonds in an aggregate principal amount not to exceed \$2,745,000. The Bonds shall be purchased by the Purchaser from the Agency in immediately available funds as provided herein. The 2014A Bonds will mature no later than December 1, 2035, the 2014B Bonds will mature no later than December 1, 2026, as set forth in the Agency Issuance Certificate, and the Bonds shall bear interest as set forth in Section 2.03 hereof. The 2014A Bonds shall be designated “Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project, Tax Allocation Refunding Bonds, 2014 Series A,” and the 2014B Bonds shall be designated “Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project, Taxable Tax Allocation Refunding Bonds, 2014 Series B.”

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, in the principal amount set forth in the Agency Issuance Certificate. Interest on the Bonds shall be payable on the Interest Payment Dates to the Owners thereof as of the Record Date pursuant to the books required to be kept by the Agency pursuant to the provisions of Section 2.07 hereof by wire of Federal Reserve funds to an account within the United States as designated by the Owner. The principal of the Bonds shall be payable on (or on a redemption date prior thereto) the dates set forth in the Agency Issuance Certificate, upon surrender thereof to the Agency; 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.

The Bonds shall be dated as of the Closing Date, and bear interest from the Interest Payment Date immediately preceding the date of delivery to the original Purchaser thereof, unless such date of authentication is on or after the fifteenth (15th) day of the calendar month prior to an Interest Payment Date, in which case they shall bear interest from such Interest Payment Date, or unless such date of authentication is on or before the fifteenth (15th) day of the calendar month prior to the first Interest Payment Date, in which case they shall bear interest from the Closing Date.

Section 2.03. Interest on the Bonds. Interest on the Bonds shall be paid on each Interest Payment Date at the rates set forth in the Agency Issuance Certificate; provided, that interest on the 2014A Bonds shall not exceed 5.00% per annum, and interest on the 2014B Bonds shall not exceed 6.75% per annum. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

If the Agency fails to make any of the payments required in Sections 2.02 or 2.03, 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 2014A Bonds may not exclude the interest on the 2014A Bonds from federal gross income because the Agency breached a covenant contained in this Resolution, then the Agency shall pay to the Owners of the 2014A Bonds, within thirty (30) days after an Owner of the 2014A 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 2014A 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 2014A Bonds the same after tax yield on the 2014A 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 2014A Bonds on each succeeding Interest Payment Date calculated at the Gross Up Rate.

Section 2.04. Form of Bonds. The Bonds and the assignment to appear thereon shall be in substantially the form set forth in Appendix A hereto with appropriate or necessary insertions, omissions and variations as permitted or required hereby. The Bonds may be printed, lithographed or typewritten, shall be of such 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 2.05. Execution of Bonds; Delivery Conditions. The Bonds shall be executed by the manual signature of the Chair, Vice Chair or Executive Director of the Agency, and shall be

attested to by the manual signature of the Agency Secretary or Assistant Agency Secretary of the Agency.

The Agency shall deliver the Bonds only upon receiving a closing certificate from the Purchaser substantially in the form set forth as Appendix B hereto, and written confirmation from the Purchaser that it has received copies of the following:

- (i) This Resolution.
- (ii) Executed copy of the Agency Issuance Certificate.
- (iii) Closing certificate of the Agency.
- (iv) Certificate of the Agency as to no arbitrage.
- (v) Closing opinion of counsel to the Agency.
- (vi) Final Approving Legal Opinion of Bond Counsel, together with a reliance letter addressed to the Purchaser.
- (vii) 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 Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.
- (viii) Defeasance opinion of Bond Counsel, addressed to the Agency and the Purchaser.

Section 2.06. Transfer and Exchange of Bonds. (a) Each Bond shall be transferable only upon a register of the names of each Owner (the "Bond Register"), which shall be kept for that purpose by the Agency, by the Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Agency duly executed by the Owner or his duly authorized attorney. Upon the transfer of any such Bond, the Agency shall provide in the name of the transferee, a new Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds (unless there has occurred a partial redemption of such Bond pursuant to Section 4.01 hereof, in which case the principal amount of the new Bond shall be equal to the unredeemed principal amount of the Bond submitted for transfer).

(b) The Agency shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Agency shall execute and deliver Bonds in accordance with the provisions of this Article. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Agency. For every such exchange or transfer of Bonds, whether temporary or definitive, the Agency may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the Agency, required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provision hereof, the cost of preparing each new Bond and any other expenses of the Agency incurred in connection therewith (except any applicable tax, fee or other governmental charge other than one imposed by the Agency) shall be paid by the Agency. The Agency shall not be obliged to effect any exchange or transfer of any Bond during the period after the mailing of notice calling such Bond or a portion thereof for redemption, nor during the fifteen (15) days preceding the giving of such notice of 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 Agency 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, 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 2.07. Bond Registration Books. The Agency shall keep or cause to be kept a Bond Register; and, upon presentation for such purpose, the Agency shall, under such reasonable regulations consistent herewith as it may prescribe, register or transfer or cause to be registered or transferred, on the Bond Register, Bonds as herein before provided.

Section 2.08. Bonds Mutilated, Destroyed, Lost or Stolen. If any Bond shall become mutilated, the Agency, at the expense of the Owner of said Bond, shall execute and deliver a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Agency of the Bond so mutilated. Every mutilated Bond so surrendered to the Agency shall be canceled by it and destroyed. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft shall be submitted to the Agency, and, if such evidence is satisfactory to the Agency and if an indemnity satisfactory to the Agency shall be given, the Agency, at the expense of the Owner, shall execute and deliver a new Bond of like tenor and numbered as the Agency shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Agency may require payment of a reasonable fee for each new Bond delivered under this Section and of the reasonable expenses which may be incurred by the Agency in carrying out the duties under this Section 2.08. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured by the Resolution. The Agency shall not be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued under the Resolution or for the purpose of determining any percentage of Bonds Outstanding under the Resolution, but both the original and replacement Bond shall be treated as one and the same. Notwithstanding any other provision of this Section 2.08, in lieu of delivering a new Bond for a Bond which has been mutilated, lost, destroyed or stolen and which has matured, the Agency may make payment of such Bond upon receipt of indemnification satisfactory to the Agency.

Section 2.09. Evidence of Signatures of Bond Owners and Ownership of Bonds. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by the Resolution to be signed or executed by Bond Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Bond Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the holding and ownership of Bonds shall be sufficient for any purpose hereof (except as otherwise herein provided), if made in the Form of the Assignment attached to the Bond in Appendix A hereto.

Nothing contained in this Article shall be construed as limiting the Agency to such proof, it being intended that the Agency may accept any other evidence of the matters herein stated which to the Agency may seem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Agency in pursuance of such request or consent.

Section 2.10. Parity and Subordinate Debt. **Parity Debt.** In addition to the Bond, the Agency may issue or incur Parity Debt in such principal amount as shall be determined by the Agency, pursuant to a supplemental resolution or indenture adopted or entered into by the Agency. The Agency may issue or incur such Parity Debt subject to the following specific conditions precedent:

(a) The Agency shall be in compliance with all covenants set forth in this Resolution and all supplemental resolutions.

(b) The Tax Revenues estimated to be received for the then current Bond Year based on the most recent assessed valuation of property in the Redevelopment Project as evidenced in the written records of the County, plus (at the option of the Agency) the Additional Revenues, shall be as follows:

(i) at least equal to one hundred thirty-five percent (135%) of Maximum Annual Debt Service on all Bonds and Parity Debt which will be Outstanding immediately following the issuance of such Parity Debt, if the largest secured property taxpayer in the Redevelopment Project owns thirty percent (30%) or more of the assessed valuation of properties in the Redevelopment Project;

(ii) at least equal to one hundred twenty-five percent (125%) of Maximum Annual Debt Service on all Bonds and Parity Debt which will be Outstanding immediately following the issuance of such Parity Debt, if the largest secured property taxpayer in the Redevelopment Project owns twenty-five percent (25%) or more but less than thirty percent (30%) of the assessed valuation of properties in the Redevelopment Project; or

(iii) at least equal to one hundred twenty percent (120%) of Maximum Annual Debt Service on all Bonds and Parity Debt which will be Outstanding immediately following the issuance of such Parity Debt, if the largest secured property taxpayer in the Redevelopment Project owns less than twenty-five percent (25%) of the assessed valuation of properties in the Redevelopment Project.

For purposes of the calculation of Tax Revenues under this paragraph (b), the tax rate for the property in the Redevelopment Project shall be assumed to be one percent (1%).

(c) The supplemental resolution or indenture providing for the issuance of such Parity Debt shall provide that interest thereon shall not be payable on any dates other than June 1 and December 1, and principal thereof shall be payable on December 1 in any year in which principal is payable.

(d) The issuance of such Parity Debt shall not cause the Agency to exceed any applicable Plan Limitations, taking into account all payments due under the Pass-Through Agreements.

(e) 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 2.10 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 2.11. Transfer of Ownership. The Purchaser, and any transferee, shall be required to represent in the investor letter required by Section 2.06(c)(v) that such purchaser is acquiring the Bonds for its own account for the purpose of investment and not with a view to the distribution thereof and that such purchaser has no present intention of selling, negotiating, or otherwise disposing of the Bonds.

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 deliver the Bonds to the Purchaser.

Section 3.02. Depositing of Proceeds of Bonds and Other Amounts. On the Closing Date the Agency shall receive the purchase price of the Bonds, in the amount set forth in the Agency Issuance Certificate. The proceeds shall be transferred and deposited as set forth in the Agency Issuance Certificate, including an amount sufficient to prepay in whole the Prior Obligations.

Section 3.03. Pledge of Tax Revenues. All the Tax Revenues in the Redevelopment Obligation Retirement Fund, and all money in the Debt Service Fund and in the funds or accounts so specified and provided for in this Resolution, 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 Resolution 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.

Section 3.04. Redevelopment Obligation Retirement Fund; Debt Service Fund; Receipt and 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 Resolution.

There is hereby established a special fund to be known as the "Firebaugh Redevelopment Project Debt Service Fund" (the "Debt Service Fund") which shall be held by the Agency. On or before five (5) days preceding each Interest Payment Date, the Agency shall transfer from the Redevelopment Obligation Retirement Fund to the Debt Service Fund the amount required to be paid pursuant to Section 3.05; provided, that the Agency shall not be obligated to transfer in any Bond Year an amount of Tax Revenues which, together with other available amounts then in the Debt Service Fund, exceeds the amounts required pursuant to Section 3.05 hereof. There shall not be deposited any taxes eligible for allocation to the Agency for deposit in the Debt Service Fund in an amount in excess of that amount which, together with all money then on deposit in the Debt Service Fund and the accounts therein, shall be sufficient to discharge all Outstanding Bonds as provided in Section 3.05.

All such Tax Revenues deposited in the Redevelopment Obligation Retirement Fund shall be disbursed, allocated and applied solely to the uses and purposes herein set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the Agency.

Section 3.05. Establishment and Maintenance of Accounts for Use of Moneys in the Debt Service Fund. The Agency shall set aside in the Debt Service Fund in each Bond Year an amount which, together with any money contained therein, is equal to the aggregate amount of the principal (including Sinking Fund Installments) and interest becoming due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. No deposit need be made into the Debt Service Fund if the amount contained therein is at least equal to the aggregate amount of the principal and interest becoming due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. All moneys in the Debt Service Fund shall be used and withdrawn by the Agency solely for the purpose of paying the principal of and interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity). All moneys in such fund shall be held in trust by the Agency and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 3.05.

If during any Bond Year (i) Tax Revenues remain in the Debt Service Fund after providing (or otherwise reserving) for all deposits required by this Section during such Bond Year, and (ii) the Agency is not in default hereunder, then the Agency shall transfer any amount remaining on deposit in the Debt Service Fund to be used for any lawful purpose of the Agency.

Section 3.06. Investment of Funds. Amounts on deposit in any fund or account created pursuant to this Resolution shall be invested in Permitted Investments which will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. The Purchaser and any affiliates may act as sponsor, advisor, principal or agent in the acquisition or disposition of any such investment. Interest or profit received on such investments shall be deposited to the Debt Service Fund. In computing the amount in any fund or account, Permitted Investments shall be valued at market value, exclusive of accrued interest.

Except for investment agreements and repurchase agreements, if at any time after investment therein a Permitted Investment ceases to meet the criteria set forth in the definition of Permitted Investments and such obligation, aggregated with other non-conforming investments, exceeds ten percent (10%) of invested funds, such Permitted Investment shall be sold or liquidated.

Section 3.07. 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 or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

ARTICLE IV REDEMPTION OF BONDS

Section 4.01. Terms of Redemption.

(a) Optional Redemption. Except as otherwise provided in the Agency Issuance Certificate, the 2014A Bonds are subject to optional redemption on any date on or after December 1, 2024, and the 2014B Bonds are subject to optional redemption on any date on or after December 1, 2024, in whole, but not in part, from any available source of funds, 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.

(c) Mandatory Sinking Fund Redemption. The Bonds are subject to redemption pursuant to mandatory sinking fund payments, 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 principal amounts and on the dates set forth in the Agency Issuance Certificate.

All redemptions of principal shall be applied on the most remote sinking fund installment or installments then unpaid.

Section 4.02. Notice of Redemption; Rescission. When redemption is authorized or required pursuant to this Article, other than a mandatory sinking fund redemption, the Agency shall give notice (the "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall be given at least thirty (30) but not more than forty-five (45) days prior to the redemption date or (ii) immediately upon receipt of Net Proceeds from insurance or condemnation awards which are to be used to redeem Bonds. Such Redemption notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in

part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of any paying agent, (d) the redemption price, and (e) if less than all the Bonds of a maturity are to be redeemed, the certificate numbers of the Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the amount of such Bond to be redeemed. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the redemption date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Agency shall have the right to rescind any optional 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 redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Resolution. The Agency shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Agency shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Section 4.03. Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Agency shall execute and deliver to the Owner thereof a new Bond or Bonds equal to the unredeemed principal amount of the Bond surrendered.

Section 4.04. Effect of Redemption. Notice having been given as aforesaid, the portion of Bonds to be redeemed shall become due and payable on said redemption date, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Bonds shall be paid at the unpaid principal amount and premium, if any, with respect thereto, plus any unpaid and accrued interest to said redemption date.

On said redemption date, interest with respect to the portion of Bonds to be redeemed shall cease to accrue and become payable. If moneys sufficient for the redemption of all the Bonds to be redeemed, together with interest to said redemption date, shall not be so available on said redemption date, interest with respect to such portion of Bonds shall continue to be payable until paid at the same rates as they would have been payable had they not been called for redemption. All moneys held for the redemption of particular Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed for the lesser of two (2) years or the period ending one day prior to the date such moneys would escheat to the State. Subject to any applicable escheat laws, after the earlier of two (2) years or the period ending one day prior to the date such moneys would escheat to the State, such moneys may be used for any lawful purpose of the Agency.

ARTICLE V COVENANTS OF THE AGENCY

Section 5.01. Compliance with Resolution. 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 5.02. 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 5.03. 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 Resolution 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 Resolution as it relates to such funds. The Agency will furnish a copy of such audited financial statement to any Owner upon written request.

Section 5.04. 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 Resolution.

Section 5.05. 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 Resolution and

will faithfully satisfy, observe and perform all conditions, covenants and requirements of the Bonds and of this Resolution. 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 Resolution.

Section 5.06. 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 Resolution, 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 5.07. 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 Resolution, 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 5.08. 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 5.09. 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 5.10. Payment of Taxes and Other Charges. Subject to the provisions of Section 5.12 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 5.11. 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 5.12. Compliance with the Dissolution Act. The Agency covenants that in addition to complying with the requirements of the second sentence of Section 5.05 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 Resolution. 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 December 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 Resolution when the next property tax allocation is projected to be insufficient to pay all obligations due under the Resolution for the next payment due in the following six-month period.

Section 5.13. 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 2014A 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 Series 2014A Bonds that may cause the Series 2014A Bonds or the 2005 Series A Bonds 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 2014A Bonds will not be used as to cause the proceeds on the 2014A 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 2014A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.14. 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 5.14 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 Resolution for the benefit of the Bonds shall no longer be required.

Section 5.15. 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; and

(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.

ARTICLE VI DEFAULT

Section 6.01. Events of Default and Events of Mandatory Acceleration; Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(a) default shall be made in the due and punctual payment by the Agency of any principal of or interest on the Bonds when and as the same shall become due and payable, and such default shall continue for a period of five (5) Business Days after the Interest Payment Date;

(b) default shall be made by the Agency in the performance of any of the agreements or covenants contained herein required to be performed by it (other than as described in Section 6.01(a) above), and such default shall have continued for a period of sixty (60) days after the Agency shall have been given notice in writing of such default by an Owner;

(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) an event of default shall have occurred with respect to any Parity Debt;

then and in each and every such case during the continuance of such Event of Default, the Owners of not less than a majority in aggregate principal amount represented by the Bonds at the time Outstanding, upon notice given in writing to the Agency, may exercise the remedies provided herein.

Upon the occurrence of an Event of Default hereunder, the Owners of not less than a majority in aggregate principal amount represented by the Bonds at the time Outstanding may declare the principal and interest with respect to all such Bonds immediately due and payable and such principal and interest shall thereupon be due and payable immediately.

This provision, however, is subject to the condition that, except with respect to an Event of Default under subsection (d) above, if at any time after such Outstanding principal amount of the Bonds and the accrued interest thereon shall have been so declared due and payable and before the acceleration date or the date of any judgment or decree for the payment of the money due shall have been obtained or entered, the Agency shall pay such amount due prior to such date and the accrued interest thereon, with interest on such overdue payments at the rate on such Bonds, and any and all other defaults known to the Agency (other than in the payment of such principal amount of the Bonds and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured or provision shall have been made therefor, then and in every such case the Owners, by written notice to the Agency, may rescind and annul such declaration and its consequences; but 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 6.02. Other Remedies. The Owners of not less than a majority in aggregate principal amount represented by the Bonds at the time Outstanding may:

(a) by mandamus or other action or proceeding or suit at law or in equity enforce its rights against the Agency, or any board member, officer or employee thereof, and compel the Agency or any such board member, officer or employee to perform and carry out its or his duties under applicable law and the agreements and covenants contained herein required to be performed by it or him;

(b) by suit in equity enjoin any acts or things which are unlawful or violate the rights of the Owners hereunder;

(c) intervene in judicial proceedings that affect the Bonds or the security therefor or hereunder; or

(d) by suit in equity upon the happening of an Event of Default require the Agency and its board members, officers and employees to account as the trustee of an express trust.

Section 6.03. Non-Waiver. A waiver of any default or breach of duty or contract by 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 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 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 Owners of not less than a majority in aggregate principal amount represented by the Bonds at the time Outstanding.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Owners, 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 6.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other law.

Section 6.05. Application of Funds Upon Default. All monies received by any receiver pursuant to any right given or action taken under the provisions of this Article VI shall, after payment of the reasonable fees, expenses, liabilities and advances incurred or made by the Owners (including fees and expenses of attorneys and advisors), be applied as follows:

(a) Unless the principal of all Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, with interest on overdue installments, if lawful, at the rate per annum borne by the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Resolution), with interest on such Bonds at their rate from the respective dates upon which they

became due, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on overdue interest and principal, as aforesaid, without preference or priority over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any Bonds over any other Bonds, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

ARTICLE VII AMENDMENT OF OR SUPPLEMENT TO RESOLUTION

Section 7.01. Amendment or Supplement by Consent of Owners. This Resolution and the rights and obligations of the Owners may be modified or amended at any time by a supplemental resolution which shall become effective when the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding shall have been received by the Agency. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Bond or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Bond, or (2) reduce or have the effect of reducing the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution.

Notwithstanding the foregoing, the Resolution and the rights and obligations provided thereby may also be modified or amended at any time without the consent of any Owners of the Bonds, but only (1) for the purpose of curing, correcting or supplementing any defective provision contained in the Resolution, (2) in any manner which shall not materially adversely affect the interests of the Owners, (3) if and to the extent specified in an opinion of nationally recognized bond counsel, to make such additions, deletions or modifications as may be necessary to assure compliance with section 148(f) of the Code or otherwise as may be necessary to assure exclusion from gross income for purposes of federal income taxation of the interest on the 2014A Bonds, (3) to authorize the issuance of Parity Debt, or (4) to modify, amend or supplement this Resolution in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute; provided that the Agency may rely in entering into any such amendment of the Resolution upon the opinion of nationally recognized bond counsel stating that the requirements of this sentence shall have been met with respect to such amendment.

Section 7.02. Disqualified Bonds. Bonds owned or held by or for the account of the Agency shall not be deemed Outstanding for the purpose of any consent or other action or any

calculation of Outstanding Bonds provided in this Article VII, and shall not be entitled to consent to or take any other action provided in this Article VII.

ARTICLE VIII DEFEASANCE

Section 8.01. Defeasance. Any Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

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

(b) by depositing in trust, before maturity, money, which, together with the amounts which are then on deposit in the Debt Service Fund and available therefor, which is fully sufficient to pay such Bonds, including all principal and interest, at maturity or the date of redemption; or

(c) by depositing under an escrow deposit and trust agreement, cash, non-callable Federal Securities or pre-refunded non-callable municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively (or any combination thereof) (the "Defeasance Obligations") in such amount as a nationally recognized certified public accountant shall determine will, together with the interest to accrue thereon, be fully sufficient to pay and discharge such Bonds (including all principal and interest) , at maturity or the date of redemption; provided, however, that the Agency shall have provided an opinion of Bond Counsel that such deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the Owners for federal income tax purposes. In the event of any shortfall, the Agency will deposit from legally available funds such amount as is necessary to make up such shortfall.

Notwithstanding that some Bonds may not have been surrendered for payment, all obligations of the Agency under the Resolution with respect to such defeased Bonds shall cease and terminate, except only the obligation of the Agency to pay or cause to be paid to the Owners of such Bonds all sums due thereon.

Any funds held by the Agency, at the time of one of the events described above in subsections (a), (b) or (c), which are not required for the payment to be made to Owners, shall be released from the lien of this Resolution.

ARTICLE IX MISCELLANEOUS

Section 9.01. Benefits Limited. Nothing contained herein, expressed or implied, is intended to give to any person other than the Agency and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be observed or performed by or on behalf of the Agency shall be for the sole and exclusive benefit of the Owners.

Section 9.02. Successor Deemed Included in all References to Predecessor. Whenever either the Agency or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Agency or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the Agency or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his or her attorney of any declaration, request or other instrument or of any 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 or territory in which he purports to act, that the person signing such declaration, request 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, or by such other proof as the Agency may accept which it may deem sufficient.

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

Section 9.04. Waiver of Personal Liability. No board member, officer or employee of the Agency shall be individually or personally liable for the payment of the interest or principal the Bonds, but nothing contained herein shall relieve any board member, officer or employee of the Agency from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 9.05. Liability of Agency Limited to Tax Revenues. Notwithstanding anything herein contained, the Agency shall not be required to advance any money derived from any source of income other than the Tax Revenues for the payment of the interest on or the principal of the Bonds or for the performance of any covenants herein contained. The Agency may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

The Bonds are limited obligations of the Agency and are payable, as to interest thereon and principal thereof, exclusively from the Tax Revenues, and the Agency is not obligated to pay them except from the Tax Revenues. All of the Bonds are equally secured by a pledge of, and charge and lien upon, all of the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the interest on and the principal and redemption premium, if any, of the Bonds. The Bonds are not a debt of the City of Firebaugh, the State of California or any of its political subdivisions, and neither said City, said State nor any of its political subdivisions is liable therefor, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction, and neither the members of the Agency

nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

Section 9.06. Acquisition of Bonds by Agency. All Bonds acquired by the Agency, whether by purchase or gift or otherwise, shall be canceled by the Agency.

Section 9.07. Content of Certificates. Every Certificate of the Agency with respect to compliance with any agreement, condition, covenant or term contained herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a statement that, in the opinion of the signers they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (c) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Agency may be based, insofar as it relates to legal matters, upon an opinion of counsel unless the person making or giving such certificate knows that the opinion of counsel with respect to the matters upon which such certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any opinion of counsel may be based, insofar as it relates to factual matters or information with respect to which is in the possession of the Agency, upon a representation by an officer or officers of the Agency unless the counsel executing such opinion of counsel knows that the representation with respect to the matters or upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 9.08. Notice by Mail. Any notice required to be given hereunder by mail to any Owners shall be given by mailing a copy of such notice, first class postage redeemed, to the Owners at their addresses appearing in the books required to be kept by the Agency pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given unless this Resolution expressly provides a different provision; provided, that receipt of any such notice shall not be a condition precedent to the effect of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given. All notices, requests and demands which the Agency is required to give to the Purchaser under any provision of this Resolution must be in writing delivered to the address set forth in the Agency Issuance Certificate, or to such other address as the Purchaser may designate by written notice to 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 9.09. Funds. Any fund or account required to be established and maintained herein by the Agency may be established and maintained in the accounting records of the Agency either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a

fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the protection of the security of the Bonds and the rights of the Owners.

Section 9.10. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.11. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Agency shall be contrary to law, then such agreement or agreements, such condition or conditions such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection and security afforded to them under any applicable provisions of law.

Section 9.12. California Law. This Resolution shall be construed and governed in accordance with the laws of the State of California.

Section 9.13. Execution in Counterparts. This Resolution may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 9.14. 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.

Section 9.15. Recovery of Costs. Staff is hereby authorized and ordered to take all actions necessary recover reasonable costs incurred in connection with this transaction from the proceeds of the Bonds or, if the Agency is not able to issue its bond, by including such costs in a future Recognized Obligation Payment Schedule. The recovery of such costs shall be in addition to and shall not count against any administrative cost allowance of the Agency as such allowance is defined in Health and Safety Code Section 34171(b)."

Section 9.16. Further Action. Upon approval by the Agency, the Agency hereby directs the City Manager and other appropriate officers and employees of the City to submit or cause to be submitted all legal proceedings and documents to issue the Bonds to the Oversight Board and the State Department of Finance for consideration at the earliest practical opportunity, and to

further forward items submitted to the Oversight Board for approval to the administrative officer and auditor-controller of Fresno County as required by law.

Section 9.17. Miscellaneous. The Authorized Officers are hereby authorized and directed, jointly and severally, to perform any and all actions and to execute and deliver any and all certificates, opinions and documents, including an agreement with the Purchaser, a Placement Agent Agreement and escrow instructions with respect to the 2005 Bonds, which they deem necessary and advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby and thereby, and any such actions previously taken by such Authorized Officers are hereby ratified and affirmed.

Section 9.18. Effective Date of Resolution. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Successor Agency to the Firebaugh Redevelopment Agency held on the 19th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

Attest:

Agency Secretary

I hereby certify that the above Resolution No. 14-16 was duly introduced, read and adopted by the Agency at a regular meeting held on May 19, 2014.

Agency Secretary

**APPENDIX A-1
(FORM OF 2014A BOND)**

No. 1

\$_____.00

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 RESOLUTION, AND SUBJECT TO THE LIMITATION IN THE RESOLUTION 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 RESOLUTION SHALL BE VOID AND OF NO EFFECT.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY
FIREBAUGH REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BONDS
2014 SERIES A**

Rate of Interest

Maturity Date

Dated Date

_____%

December 1, 20__

_____, 2014

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS AND 00/100

The Successor Agency to the Firebaugh Redevelopment Agency, a public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California (the "Agency"), for value received, hereby promises to pay (but only out of the Tax Revenues hereinafter referred to) to the registered owner specified above or registered assigns on the maturity date specified above (subject to any right of prior redemption provided for) the principal sum specified above, together with interest thereon from the Interest Payment Date (defined below) next preceding the date of authentication hereof (unless such date of authentication is during the period commencing after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") through and including the next succeeding Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or unless such date of authentication is on or prior to the first Record Date, in which event it shall bear interest from the Dated Date until the principal hereof shall have been paid at the interest rate per annum specified above, payable on December 1, 2014, and semiannually thereafter on June 1 and December 1 in each year (each, an "Interest Payment Date"); 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.

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 Resolution, 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 of this Bond shall be payable in lawful money of the United States of America upon presentation and surrender of this Bond; 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.

Payment of interest on this Bond due on or before the maturity or prior redemption thereof shall be payable on the Interest Payment Dates to the Owners thereof as of the Record Date pursuant to the books required to be kept by the Agency pursuant to the Resolution, by wire of Federal Reserve funds to an account within the United States as designated by the Owner. Interest on this Bond shall be payable in lawful money of the United States of America and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the Agency designed as its "Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project, Tax Allocation Refunding Bonds, 2014 Series A" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____), all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of Resolution No. 14-16 of the Agency, adopted May 19, 2014 (the "Resolution"). The Bonds are authorized to be executed and delivered in the form of fully registered Bonds in Authorized Denominations (as defined in the Resolution). The Agency is authorized to issue its revenue bonds for any of its corporate purposes 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").

Simultaneously with the issuance of the Bonds, the Agency is issuing its "Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project, Taxable Tax Allocation Refunding Bonds, 2014 Series B" (the "2014B Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____), on a parity basis with the Bonds.

The Bonds are issued to provide funds to aid in the refinancing of certain redevelopment projects and activities in the City of Firebaugh, California through the refunding of certain outstanding bonds, as more particularly described in the Resolution. The Bonds are special obligations of the Agency and are payable, as to interest thereon, principal thereof and any premiums upon the redemption thereof, exclusively from the Tax Revenues (as that term is defined in the Resolution and herein called the "Tax Revenues"), and the Agency is not obligated to pay them except from the Tax Revenues. The Bonds are equally secured by a pledge of, and charge and lien upon, the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds.

The Agency hereby covenants and warrants that, for the payment of the interest on and principal of and redemption premium, if any, on this Bond and all other Bonds issued under the Resolution when due, there has been created and will be maintained a special fund into which all Tax Revenues shall be deposited, and as an irrevocable charge the Agency has allocated the Tax Revenues solely to the payment of the interest on and principal of and redemption premiums, if any, on the Bonds, and the Agency will pay promptly when due the interest on and principal of and redemption premium, if any, on this Bond and all other Bonds of this issue and all additional tax allocation bonds authorized by the Resolution out of said special fund, all in accordance with the terms and provisions set forth in the Resolution.

Copies of the Resolution are on file at the Agency's office. Reference is hereby made to the Resolution and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Bonds, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the Owners of the Bonds with respect thereto and for the other agreements, conditions, covenants and terms upon which the Bonds are executed and delivered thereunder.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution may be amended or supplemented in writing by the parties thereto (in certain instances without the consent of the Owners of Bonds), but no such amendment or supplement shall (i) reduce the rate of interest evidenced hereby or extend the time of payment of such interest or reduce the amount of principal hereof or extend the Maturity Date hereof without the prior written consent of the Owner hereof, or (ii) reduce the percentage of Owners of Bonds whose consent is required for the execution of any amendment of or supplement to the Resolution.

This Bond is transferable or exchangeable by the Owner hereof in person or by the Owner's attorney duly authorized in writing, subject to limitations on transfers provided in the Resolution, and upon surrender of this Bond for cancellation accompanied by delivery of a duly

executed written instrument of transfer or exchange in a form approved by the Agency. Upon such transfer or exchange, a new Bond or Bonds of authorized denominations of the same Maturity Date and interest rate and in the same aggregate principal amount hereof will be executed and delivered by the Agency to the Owner thereof in exchange therefor.

The Agency shall not be obligated to make any such registration of transfer or exchange of Bonds during the fifteen (15) day period prior to the date on which notice of redemption must be mailed pursuant to the Resolution, or with respect to any Bond which has been selected for redemption pursuant to the Resolution (except any unredeemed portion thereof).

[REDEMPTION PROVISIONS TO COME]

This Bond is not a debt of the City of Firebaugh, the State of California or any of its political subdivisions, and neither said City, and State nor any of its political subdivisions is liable hereon, nor in any event shall this Bond or any interest hereon or any redemption premium hereon be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and neither the members of the Agency nor any persons executing the Bonds shall be personally liable on the Bonds by reason of their issuance.

It is hereby certified that all acts and proceedings required by law necessary to make this Bond, when executed by the Agency, and duly issued, the valid, binding and legal limited obligation of the Agency have been done and taken, and have been in all respects duly authorized.

IN WITNESS WHEREOF, the Successor Agency to the Firebaugh Redevelopment Agency has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chair and attested to by the manual or facsimile signature of its Agency Secretary, and has caused this Bond to be dated as of the dated date set forth above.

**SUCCESSOR AGENCY TO THE FIREBAUGH
REDEVELOPMENT AGENCY**

[Seal]

By: _____
Chair

ATTEST:

By: _____
Agency Secretary

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 Agency, 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.

**APPENDIX A-2
(FORM OF 2014B BOND)**

No. 1

\$ _____ .00

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 RESOLUTION, AND SUBJECT TO THE LIMITATION IN THE RESOLUTION 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 RESOLUTION SHALL BE VOID AND OF NO EFFECT.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY
FIREBAUGH REDEVELOPMENT PROJECT
TAXABLE TAX ALLOCATION REFUNDING BONDS
2014 SERIES B**

Rate of Interest

Maturity Date

Dated Date

_____%

December 1, 20__

_____, 2014

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS AND 00/100

The Successor Agency to the Firebaugh Redevelopment Agency, a public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California (the "Agency"), for value received, hereby promises to pay (but only out of the Tax Revenues hereinafter referred to) to the registered owner specified above or registered assigns on the maturity date specified above (subject to any right of prior redemption provided for) the principal sum specified above, together with interest thereon from the Interest Payment Date (defined below) next preceding the date of authentication hereof (unless such date of authentication is during the period commencing after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") through and including the next succeeding Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or unless such date of authentication is on or prior to the first Record Date, in which event it shall bear interest from the Dated Date until the principal hereof shall have been paid at the interest rate per annum specified above, payable on December 1, 2014, and semiannually thereafter on June 1 and December 1 in each year (each, an "Interest Payment Date"); 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.

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.

The principal of this Bond shall be payable in lawful money of the United States of America upon presentation and surrender of this Bond; 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.

Payment of interest on this Bond due on or before the maturity or prior redemption thereof shall be payable on the Interest Payment Dates to the Owners thereof as of the Record Date pursuant to the books required to be kept by the Agency pursuant to the Resolution, by wire of Federal Reserve funds to an account within the United States as designated by the Owner. Interest on this Bond shall be payable in lawful money of the United States of America and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the Agency designed as its "Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project, Taxable Tax Allocation Refunding Bonds, 2014 Series B" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____), all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of Resolution No. 14-16 of the Agency, adopted May 10, 2014 (the "Resolution"). The Bonds are authorized to be executed and delivered in the form of fully registered Bonds in Authorized Denominations (as defined in the Resolution). The Agency is authorized to issue its revenue bonds for any of its corporate purposes 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").

Simultaneously with the issuance of the Bonds, the Agency is issuing its "Successor Agency to the Firebaugh Redevelopment Agency Firebaugh Redevelopment Project, Tax Allocation Refunding Bonds, 2014 Series A" (the "2014A Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____), on a parity basis with the Bonds.

The Bonds are issued to provide funds to aid in the refinancing of certain redevelopment projects and activities in the City of Firebaugh, California through the refunding of certain outstanding bonds, as more particularly described in the Resolution. The Bonds are special obligations of the Agency and are payable, as to interest thereon, principal thereof and any premiums upon the redemption thereof, exclusively from the Tax Revenues (as that term is

defined in the Resolution and herein called the "Tax Revenues"), and the Agency is not obligated to pay them except from the Tax Revenues. The Bonds are equally secured by a pledge of, and charge and lien upon, the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds.

The Agency hereby covenants and warrants that, for the payment of the interest on and principal of and redemption premium, if any, on this Bond and all other Bonds issued under the Resolution when due, there has been created and will be maintained a special fund into which all Tax Revenues shall be deposited, and as an irrevocable charge the Agency has allocated the Tax Revenues solely to the payment of the interest on and principal of and redemption premiums, if any, on the Bonds, and the Agency will pay promptly when due the interest on and principal of and redemption premium, if any, on this Bond and all other Bonds of this issue and all additional tax allocation bonds authorized by the Resolution out of said special fund, all in accordance with the terms and provisions set forth in the Resolution.

Copies of the Resolution are on file at the Agency's office. Reference is hereby made to the Resolution and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Bonds, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the Owners of the Bonds with respect thereto and for the other agreements, conditions, covenants and terms upon which the Bonds are executed and delivered thereunder.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution may be amended or supplemented in writing by the parties thereto (in certain instances without the consent of the Owners of Bonds), but no such amendment or supplement shall (i) reduce the rate of interest evidenced hereby or extend the time of payment of such interest or reduce the amount of principal hereof or extend the Maturity Date hereof without the prior written consent of the Owner hereof, or (ii) reduce the percentage of Owners of Bonds whose consent is required for the execution of any amendment of or supplement to the Resolution.

This Bond is transferable or exchangeable by the Owner hereof in person or by the Owner's attorney duly authorized in writing, subject to limitations on transfers provided in the Resolution, and upon surrender of this Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange in a form approved by the Agency. Upon such transfer or exchange, a new Bond or Bonds of authorized denominations of the same Maturity Date and interest rate and in the same aggregate principal amount hereof will be executed and delivered by the Agency to the Owner thereof in exchange therefor.

The Agency shall not be obligated to make any such registration of transfer or exchange of Bonds during the fifteen (15) day period prior to the date on which notice of redemption must be mailed pursuant to the Resolution, or with respect to any Bond which has been selected for redemption pursuant to the Resolution (except any unredeemed portion thereof).

[REDEMPTION PROVISIONS TO COME]

This Bond is not a debt of the City of Firebaugh, the State of California or any of its political subdivisions, and neither said City, and State nor any of its political subdivisions is liable hereon, nor in any event shall this Bond or any interest hereon or any redemption premium hereon be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and neither the members of the Agency nor any persons executing the Bonds shall be personally liable on the Bonds by reason of their issuance.

It is hereby certified that all acts and proceedings required by law necessary to make this Bond, when executed by the Agency, and duly issued, the valid, binding and legal limited obligation of the Agency have been done and taken, and have been in all respects duly authorized.

IN WITNESS WHEREOF, the Successor Agency to the Firebaugh Redevelopment Agency has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chair and attested to by the manual or facsimile signature of its Agency Secretary, and has caused this Bond to be dated as of the dated date set forth above.

**SUCCESSOR AGENCY TO THE FIREBAUGH
REDEVELOPMENT AGENCY**

[Seal]

By: _____
Chair

ATTEST:

By: _____
Agency Secretary

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 Agency, 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.

APPENDIX B

FORM OF PURCHASER CLOSING CERTIFICATE

§ _____
**SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY
FIREBAUGH REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BONDS
2014 SERIES A**

and

§ _____
**SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY
FIREBAUGH REDEVELOPMENT PROJECT
TAXABLE TAX ALLOCATION REFUNDING BONDS
2014 SERIES B**

PURCHASER CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am an authorized representative of Pinnacle Public Finance, Inc. (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 Firebaugh Redevelopment Agency (the "Agency") of the above-referenced bonds (the "Bonds") in the aggregate initial principal amount of \$ _____, which are secured primarily by a pledge of certain Tax Revenues under the resolution of the Agency adopted May 19, 2014 (the "Resolution"). Capitalized terms used herein but not defined have the meaning given them in the Resolution.

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 investment in the Bonds, and the Bond Purchaser is able to bear the economic risks of such an investment.

(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 an investment in the Bonds involves 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 an investment in 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 Resolution.

(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 below.

Dated: _____, 2014

[PURCHASER]

By: _____
Title: _____

Staff Report City of Firebaugh Public works Department

To: Mayor Chris DeFrancesco and City Council Member

From: Ben Gallegos, Public Works Director

Date: May 19, 2014 Council Meeting

Water/Waste Water

The operation department has been working on the following:

1. Day to day operations of water/sewer plants.
2. Conducting preventative maintenance in the collections system.
3. Ripping and disking reclamation sites.
4. Repairing service leaks.
5. Administering cross connection Program.
6. Completed annual Consumer Confidence Report.

Streets

The Street Department has been working on the following:

1. They continue performing street pothole repairs.
2. Sprayed Roundup on the City airport and Highway 33.
3. Repairing sidewalks on Rabe and Clyde Fannon Street.
4. The delivery schedule for the new sweeper is May 29th.

Parks

The Crew has been working on the following:

1. They continue to respond to dog call; three dogs were taken to Country Veterinary and two dogs got adopted.
2. They have been working on repairing irrigation leaks thought out the City landscape and parks areas.

City Projects:

1. Maldonado lights project: Contractor is not on site this week. He has been held up by the lead time on the pay system and will be out to complete the project once it comes in.
2. Bee Hive Drive and Helm canal Road water line project bid came in at \$201,318. The engineer's est. was \$221,342.50
3. Sanitary sewer manhole replacement and main sewer lift station recoating bid came in at \$129,280. The engineer's est. was \$128,374

City of Firebaugh Police Department

Staff Report

To: Mayor Chris DeFrancesco and City Council members

From: Elsa Lopez, Chief of Police

Date: March 12TH – May 12, 2014

- ❑ The Executive Workshop that I attended was one of the best training that I have attended in some time. The Fresno and Madera County Chief's were able to get updated information on new trends and discuss their impacts on us. I am excited about working with the schools on a program called the Pipe Line, which helps possible officer applicants at about the 5th grade level. Statistically 95% of all police officer applicants fail the entry level test or background and this program is focused on this.
- ❑ I attended the funeral service of retired Fresno County Sheriff's Deputy Manuel Ybarra. I worked with Ybarra on the narcotic task force years ago and he retired a few years ago. It was a sad event and opens your eyes to what is important in life.
- ❑ On 3/27 I received the resignation of Reserve Officer Richard Antunez who accepted a position with Fresno Sheriffs. Reserve Officer Antunez has been a hard working and dedicated reserve for the past few years and I had hopes on bringing him on full time. As I mentioned earlier, I would like to start advertising and get ahead of this situation, with training and vacations we will be using more overtime and depending on other reserves to help cover.
- ❑ Officer Martinez and Officer Echaniz (on his own) attended the Field Training Officer (FTO) course. We have to have a certified FTO in the department to conduct the 10-week training for new officers, both sworn and reserves. Officer Vaca attended a 4-day K-9 POST certification course in San Jose. This certification is necessary for the K-9 project.
- ❑ On 4/11 we once again worked with the Promotores with the annual Easter Egg Hunt. They provided about 2000 candy filled eggs to about 300 kids. It was an exhausting day, but very nice event.
- ❑ On Saturday 4/12 I attended the Madera County Citizen's on Patrol (COPS) appreciation dinner at the Senior Center is Madera Ranchos. It was a very nice event, good food and much appreciation to all those volunteers. As you know I have great appreciation and respect for our group and was honored to be invited to their celebration.
- ❑ On Sunday 4/13 Officers Vaca and Santoyo worked a stabbing case by the Pizza Factory that was gang related. 21 year old sureno gang member was stabbed 3 times in the chest by two 18 year old norteno gang members. Victim was taken to Madera Hospital and treated for non-life threatening wounds and both suspects were arrested and transported to county jail for attempted murder charges.

- ❑ On Monday 4/14 Thomason Tractor's alarm company reported 5-7 males loading equipment into a U-Haul truck. Officers Echaniz and Miller arrive and end up pursuing the fleeing truck, which was stopped at I-5 and Panoche; driver taken into custody. Officer Santoyo who was still on working on the stabbing case, assisted with securing the building until a search could be conducted. Another suspect was located and arrested. There was no property loss, the U-Haul was later reported stolen to Fresno PD and 2 are in custody for the burglary charge.
- ❑ Once again I would like to ask City Council give some direction on an offer that we can give to The Administrative Office of the Courts for the court building. Raj from Assembly Member Perea's office did some outreach on our behalf and was told that they would consider an offer (versus theirs at \$1.00/ft x 4500 sq ft). Council knows how desperate we are for a facility and would like some discussion and direction to staff regarding what we may be able to offer.
- ❑ Fresno Sheriff's Department background investigator was out 5/6 and did backgrounds on two officers (Campa and Patlan), both 10 year veterans of this department. I need some support in at least starting to advertise for the positions, even if we can't hire until July. I don't want to wait until July and not be able to fill the positions until August or September. The hiring process takes time and I need to start as soon as possible.
- ❑ On Thursday 5/8 I delivered the proclamation on behalf of the City Council for Judge Dennis Scott's memorial service. It was a heartfelt event and it gave me the opportunity to see court employees and judges that I haven't seen in awhile.
- ❑ On Friday 5/9 some of us (Pio, Sgt Raygoza, Officers Vaca, Castillo and I) went on a tour of Paramount Farms Pistachio Processing Plant on Rd 13 and I have a hard time describing how impressed I was with their operations. What I got out of this is that Firebaugh needs to be prepared with both housing and businesses that will be needed to take advantage of the 1200 full-time, year round jobs they will be filling in the next few years. I discussed our Westhills College W.I.T program with the general manager and they are interested in working together to provide the training and skills to our residents for the jobs.
- ❑ PAL once again (2nd year) ran the girls softball program, which was organized by Officer Adrian Santoyo assisted by his wife Crystal. There were about 70 girls, which made up 7 teams. The games were held on Saturdays at Maldonado Park and I commend Officer Santoyo for his dedication to this project.
- ❑ PAL soccer signups are in process. Officer Vaca, assisted by his wife Nancy is once again organizing the program. It appears that they have 200 kids signed up with the last day being held at the Bailey School Carnival. I also commend Officer Vaca for his work to make this program successful.
- ❑ Just for information we have received information that the US Soccer Foundation is once again providing grant opportunities for soccer field. I have asked Paul Ashby to give us a quote for an application. We have submitted in the past, but were not accepted so we have most of the work already done. We would ask for a synthetic field in the empty lot directly behind the Maldonado Plaza. Jack Minnite told me that not to count out West Hills College that they may be able for provide some funding.