



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**October 19, 2017
6:00 PM**

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Regular Meeting, on October 19, 2017 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the Agenda will be as follows:

1. CALL TO ORDER

1. Pledge of Allegiance
2. Changes to the Agenda

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. West Hills College 21st Annual Athletic Hall of Fame Inductees

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Approve MINUTES - September 21, 2017 (Amended)
2. Approve MINUTES - October 5, 2017
3. Review and Approve Recommendation to grant a Commercial Cannabis Regulatory Permit to Aura Bloom.
4. Consideration and Approval of Board of Equalization's Requested Changes to the Text of the Proposed Ordinance Referenced as Exhibit A in Approved Resolution No. 3771 (Measure C)
5. Consider and Act Upon Westlands Water District Ballot for Board of Directors Election to be Held on October 24, 2017; Approve Resolution No. 3792, a Resolution of the City Council of the City of Coalinga Authorizing the City Manager to Act as the City's Voting Representative for the General District Election, Westlands Water District
6. Approval of Resolution No. 3793 to Accept Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for eligible Projects at the Coalinga Municipal Airport
7. Approve Bid Award for 2017 Pavement Management Program Project No. PW 17-005
8. Declare Old Police Department Furniture and Equipment as Surplus Property and Donate to the Coalinga Community Foundation
9. Review Agreement between the City of Coalinga and the Hope Foundation to Provide Spay and Neuter Services to Animal Control and Authorize City Manager to Execute
10. Review and Approve Agreement between the City of Coalinga and the Kings County Sheriffs Office for Animal Control Consultation Services
11. Review and Accept Bid regarding the Renovation of a Portion of the Old City Hall into an Animal Shelter and Authorize City Manager to Sign Contracts and Amend the Animal Control Budget to Accomplish the Renovation.
12. Police Department Monthly Report
13. Adopt Resolution No. 3794 Adopting a Ticket Distribution and Disclosure Policy

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action to Appoint Council Member as an Alternate Board Member to the Fresno Council of Governments, Fresno County Regional Transportation Mitigation Fee Agency and the Fresno County Rural Transit Agency Boards

Marissa Trejo City Manager

2. Adoption of Resolution No. SA-324 and Authorization to Issue Tax Allocation Refunding Revenue Bonds to Refund Current Interest Portion of the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds, and the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A, 2009 Series B and 2009 Series C Tax Allocation Bonds

Ben Levine, Wulff, Hansen & Co.

7. CITIZEN COMMENTS

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8. ANNOUNCEMENTS

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

9. FUTURE AGENDA ITEMS

10. CLOSED SESSION

1. REAL PROPERTY NEGOTIATIONS - Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 100 E. Walnut Avenue (APN: 071-162-01s and 071-162-02s) located in the City of Coalinga on the corner on Elm and Walnut Avenues. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: AMG & Associates. UNDER NEGOTIATION: Price and Terms of Payment

11. ADJOURNMENT

Closed Session: A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Approve MINUTES - September 21, 2017 (Amended)
Meeting Date: October 19, 2017
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
▣ MINUTES_AMENDED_092117.pdf	Minutes - September 21, 2017 (Amended)

Minutes
AMENDED
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
September 21, 2017

1. CALL TO ORDER

Council Members Present: Vosburg, Raine, Ramsey, Lander, Stolz

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Community Development Director Sean Brewer, Assistant to the City Manager Shannon Jensen, Senior Administrative Analyst Mercedes Garcia, Finance Services Director Jasmine Baines, Public Works and Utilities Director Pete Paciado, Police Chief Michael Salvador, Fire Chief Dwayne Gabriel, Economic Development Coordinator Edith Sanchez, City Treasurer James Vosburg, City Clerk Wanda Earls

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Presentation of PG&E's LED On-Bill Financing Program, Paul Bravo, Energy Solution Consultant, Green Energy Innovations

Mr. Paul Bravo made a PowerPoint presentation regarding the On-Bill Financing for Energy Efficiency Upgrades.

This program helps eligible customers pay for energy efficiency retrofit projects with zero interest, zero penalty loans. The program works in conjunction with PG&E's energy efficiency rebate and incentive programs by eliminating up-front costs. After project completion, PG&E will lend the money for the retrofit, and the customer will pay the loan-interest free-through a line-item on their monthly utility bill.

Government agencies may qualify for loans between \$5K and \$250K per project with loan period of up to 120 months.

Aggregate costs including City Hall, P/D, Water/Public Works, A/P, F/D is \$211,450 or savings per month of \$2,038. There are no out-of-pocket costs and installation and disposal of old fixtures is included.

Comments and/or questions:

Mayor Vosburg asked about CSL vs. LED – what is next in technology and how long before a new change?

Mr. Bravo doesn't know answer to that. There are no rumblings of what the future brings. Mayor Vosburg asked why PG&E would do this.

Mr. Bravo said in the long-run to save on energy.

Mayor Vosburg asked about any health concerns; headaches, migraines, etc.

Mr. Bravo said there has been a little research on this.

Mayor Vosburg asked about buy-out vs. finance.

Mr. Bravo replied that zero% loans can be paid anytime.

2. Presentation of the Fiscal Year 2014-2015 Audited Financial Statements by the Auditor

The Auditor presented the Audited Financial Statements for Fiscal Year 2014-15 to include the following:

- Independent Auditor's Report
 - Management's Responsibility for the Financial Statements
 - Auditor's Responsibility
 - Opinions
- Finding:
 - Material misstatements in the City's General Ledger account balances which necessitated the proposal of numerous audit adjustments. The City identified an excessive amount of misstatements to the General Ledger account balances subsequent to providing us with a final trial balance.
- Recommendations:
 - Create a closing checklist to assist with the preparation of audit schedules that are complete, accurate and reconciled to the City's General Ledger account balances. Ensure that a system is in place to allow the City to perform this in a timely manner.
 - Provide additional assistance to the Finance Department through the hiring of additional competent personnel. A person to relieve Finance Director of many of the duties she is performing which should be delegated.
 - Provide additional training in accounting specific to government entities to Finance Department staff in order to ensure that they are current with all financial accounting and send reporting requirements as directed by the Governmental Account Standards Board.
- Finding:
 - During the review of the City's General Ledger, we noted that an excessive amount of journals entries were recorded in the accounting system. Additionally, we noted that journal entries were being posted to the accounting system prior to being adequately reviewed.
- Recommendation:
 - Adhere to the current internal control policies and ensure all transactions and journal entries are reviewed and approved by appropriate personnel prior to being posted to the City's accounting system;
 - Provide additional assistance to the Finance Department through the hiring of additional competent personnel.

- Provide training to all department heads responsible for authorizing disbursements on methods to accurately classify all disbursements to the appropriate budget line items.

There have been staffing difficulties during the 2015 fiscal year. They began their audit six months ago with cooperation of finance director and staff.

A current audit plan is being arranged with Jasmin. Next will be the field work with F/S 2016 by November 2017. The audit for 2017 should be completed by March 31, 2018.

Mayor Vosburg asked if we are on the path to success.

Auditor indicated that Jasmin is fully capable.

Ms. Terri Yanez asked about the cost to the City.

Auditor replied about \$41K. Turnover and no controls have been issue. Need good control environment with training and proper staffing.

Mr. Ted Miller from Caruthers said materials are in review. There are sizeable revenues to be gained. Proper controls will be designed. It is all great!

3. CITIZEN COMMENTS

Mr. Ted Miller, from Caruthers said the rest of Fresno County is watching us for success over the next year. Fear is unknown.

To Mrs. Trejo he would like to explore Cannabis revenue with you. He can do it formally but would rather do it informally. He can do reports. There are some people in California resistant and some outside Central Valley. Maybe monthly stats could be placed on Website. He will be in touch.

Ms. Sara Prewitt asked about the Food Truck Invasion. There was nothing but shave ice and a clothing boutique. You are having difficulty getting people to come because of your regulations in place.

Ms. Terri Yanez said that Mr. Miller is just a good guy.

Mr. Chris Macaluso said it was a 5-2 vote (cannot understand rest of sentence). He needs to file under the CPRA.

Mr. Ted Miller said his interest is to approve Cannabis and retail in County and City. There was one victory today. No legal recreational cannabis leaning toward medical. He is concerned about the financial impact on City. He has a Website; Fresno Cannabis Website. Seventeen percent in favor for County. He is a retired engineer. Great things for Coalinga.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Council Member Stolz pulled Item 1.

Mayor Vosburg pulled Items 2 and 4.

Ms. Terri Yanez pulled item 11.

1. Information on Commercial Cannabis Licensing

Police Chief Michael Salvador made a PowerPoint presentation on the Commercial Cannabis Licensing:

- Outline of the Industry to Date
- Problems that have come up
- Fiscal Impact
- History
- Prop 218

State of the Current Cannabis Industry

- Number of Licenses Issued: 2
- Number of Approval Letters: 26
- Number of Employee Permit Approvals: 100
- Number of Calls for Service to the PD: 0
- Coalinga PD Marijuana – Types of Permit Flow Chart
- Commercial Cultivation
 - Slow to get moving
 - Power is the Issue
 - Number Approved Groves: 11
- Manufacturing
 - How many? 1 open
 - 7 approval letters completed
 - Less power issues
 - Fastest to open
- Industry Issues
 - Power
 - Development time
 - California Regulations
 - 18 to 24 month process
- Fiscal Impact
 - Licensing revenue
 - Tax revenue from voter approved at 10%
 - Added public safety expenses
- Financial Benefits of Cannabis Licensing
 - Licensing \$1,150,359
 - Taxes \$2,142,777
- Benefits of Cannabis Licensing
 - Company names were listed on chart showing their financial benefit

Mayor Vosburg said extra slide needs to be changed. Flow Chart has 2 errors; plus nursery application.

Mayor Vosburg asked for consensus of Council in reference to outdoor cultivation in order to obtain Grant. There was no roll-call on consensus but shaking of heads.

Police Chief Salvador said we are covered in compliance. Power with PG&E is issue. There is a distribution change. There were new rules and regulations for AB 133 on 09-16-17.

He attended Bureau of Cannabis Control on Regulations.

- Co-mingled but separate Micro-business
- (Winery Model)

He spent one-half hour with Laura Ajaz. In February 2016, Governor Brown appointed Chief Ajax as the first Chief of the newly formed Bureau of Medical Cannabis Regulation.

The City spent \$360K last year in expenses in reference to Cannabis.

- Next Steps:
 - Watch Legislation
 - Modify Ordinance
 - Urge Caution
 - Solidify location of retail dispensary

Many cities are inquiring about the industry and sharing information, Central Valley not among them.

Mr. Ted Miller said Colorado received \$500M in tax revenue in 42 months. Compared to California it should be \$3.5B in 42 months.

PG&E is a worry for Coalinga. Outdoor Cultivation - stakeholders want to have a model and to deal with security.

Police Chief said he spends \$50K per year for permit model and everything necessary.

Comments:

- State Reg's are subject to change.
- PD struggle with Bureau of Cannabis Control – steps on toes and rewritten rules
- Problems with other Counties

Council Member Lander said location of dispensary is vital.

- If not in compliance, how can we do it?
- PD has local control
- Local controls are in place

Mayor Vosburg said Coalinga is leading the way. We were right. Change Ordinance to business friendly with local control.

Great job Chief, staff and Sean Brewer.

Mr. Chris Macaluso said all products in place and all sales at retail.

Mr. Ted Miller said need one location for both recreational and medicinal. Need to be business friendly. Take baby steps.

2. Information on City of Coalinga IT Infrastructure

Police Chief Salvador gave a PowerPoint presentation on the IT Master Plan:

- Infrastructure
- Software
- It Master Plan
 - Equipment at Public Works \$15,000
 - Equipment at Fire Department \$15,000
 - Equipment at City Hall \$85,000
 - Equipment at Police Department \$20K
 - Council Chambers \$28,000 based on 190 active users and new server. To move email to the cloud using Office 365 exchange – Recurring Costs up to \$45,000 per year.
- Master Plan (Software) Total Cost to move Microsoft Office 365 - \$28,000. One time Purchase of license agreement with upgrade rights - \$317 per machine.
- Master Plan (Software) Adobe Acrobat – Total costs to move to Adobe Acrobat Pro DC (Cloud Based) \$35,000 based on 190 Active users (\$15 per user per month) One time purchase of license agreement with upgrade rights \$499 per machine.
- IT Master Plan (Software) Anti-virus – estimate \$1200.
- IT Master Plan (Software) Web presence – consolidation and integration – Ecommerce - Estimated Cost \$20,000 - \$40,000

Next Steps: Establish priority list * Budget priority list into manageable pieces* work with Code 3 to establish consistent City image.

Mayor Vosburg said he does not agree – outsource it. Adobe – no way \$35K. Security not needed - \$40K net for security.

Police Chief Salvador said it is an infrastructure upgrade.

Mayor Vosburg said AT&T can loop all and feed back to here. Domain – get rid of controller. We can do this for 1/4 of expense. ACP's not required.

Police Chief Salvador said need clear power to PD and offsite backup. Remember the 1983 earthquake.

Mayor Vosburg said quote from AT&T covered complete City. We need infrastructure at Water Plant.

Chief Salvador said he is on high side. He can back under this quote.

Council Member Lander asked that you put together three different scenario options and bring back before the Council. Council members appeared in agreement with this suggestion.

Council Member Ramsey said we have no money and now is not the time.

Mayor Vosburg said we want to save as many dollars as we can. He would like to meet with Code 3.

Ms. Terri Yanez asked what Code 3 is.

It is the contracted computer technical service. They are here on Tuesdays.

3. Adoption of Resolution No. 3785 Regarding Certifications and Claims for Collection of Measure “C” Funds for Fiscal Year 2017-18 and Authorization for the Financial Services Director to Sign the Local Transportation Pass Through Revenue Certifications and Claim Forms
4. Adopt Resolution No. 3786 Approving the Contract with Tyler Technologies-Incode Division for Financial Software and Services and Appropriation of the Funding Needed

Financial Services Director Jasmin Bains summarized the staff report to include the following:

The City Manager and Financial Services Director recommend the approval of Resolution No 3786 approving the contract with Tyler Technologies-Incode Division for Financial Software and services and appropriation of the funds needed.

- Recommendation
- Background
- Discussion
- Fiscal Impact

Staff requests the City Council to appropriate the funds needed to upgrade the finance software. The total project cost for the finance system is proposed to be one-time fees in the amount of \$97,010 and annual recurring fees in the amount of \$34,942. The total costs don't include travel expenses for onsite visits; they will be billed separately from the cost of implementation and conversion.

Comments:

Kip is available to answer any questions.

- Critical for department
- Residents to get upgrade
 - All on line – residents can make payments on line
 - Pay with Credit Cards
- FSD Bains has worked with software
- \$97,010 Cost Allocation Plan
 - 75% - 80% to three Enterprise Funds – 20% to General Fund
- How long on this version?
- Not certain, maybe 10 years to next version – technology so good today

Council Member Lander said good job Ms. Bains. He supports you fully.

Finance Services Director Bains said there is a long-range plan to assist the City with building permits.

5. Waive the Second Reading and Adopt Ordinance No. 806 to allow for Minor Adjustments to the City's Development Standards.
6. Authorization for City Manager to Sign and Submit Local Transportation Development Funds for Fiscal Year 2016-2017
7. Authorization for City Manager to Sign and Submit Local Transportation Development Funds for Fiscal Year 2017-18
8. Council Consideration and Approval for a Beer and Wine Off-Sale Business License, through the Department of Alcoholic Beverage Control (ABC) within Census Tract 80 in the City of Coalinga for the State Foods Supermarket located at 203 W. Polk Street
9. Declare Concrete Patio Table and Benches as Surplus and Authorize Sale with Proceeds to Benefit the Coalinga Police Explorers
10. Declare Surplus Property at City Hall and Donate to, Coalinga Community Foundation, Coalinga Neighborhood Resource Center or other local nonprofit agency
11. Fire Department Report – August

Fire Chief Dwayne Gabriel presented the August Fire Department Report:

Fires	Total 9
Structure 1	
Vehicle 1	
Vegetation 5	
Rubbish 2	
Other 0	
Emergency Medical Service	Total 166
EMS Incidents 164	
Medical Assist 1	
Standby 1	
Hazardous Condition	Total 3
Service Calls	Total 6
Good Intent	Total 10
Cancelled Calls 8	
Controlled Burning 0	

Wrong Location/No Emergency 1
Steam or dust mistaken for smoke 1
HazMat Release Investigation w/ no Haz Mat 0

False Alarms	Total 4
Total Responses	197

STAFFING

We had one resignation. Paramedic Jeremy Blackshere took a position as Fire Engineer with the City of Patterson. This drops one shift below minimum staffing of 6 per shift.

EVENT PARTICIPATION

Engine and Ambulance participated in National Night Out on August 1st.

AUTOMATIC AID

We provided Fresno County Fire Protection District and CALFIRE Automatic aid on three vegetation fires.

COMMITTED STANDBY

No committed standbys. Ambulance did one non-committed standby for a High School Football game.

PREVENTION

Conducted one tent inspection for Walter Brothers Circus which ran August 17th thru August 21st at Fifth and Elm.

INSURANCE SERVICES OFFICE

We have been working with the Insurance Services Office (ISO) in completing the grading of the City for their organization. We completed this process towards the end of August, and are awaiting the results.

*Motion by Raine Second by Stolz to Approve Consent Calendar Items 3, 5, 6, 7, 8, 9, and 10. Motion **Approved** by a Roll-call 5/0 Majority Vote.*

*Motion by Lander, Second by Raine to Approve Consent Calendar Items 1, 2, 4, and 11. Motion **Approved** by a Roll-call 5/0 Majority Vote.*

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Introduce and Waive the First Reading of Ordinance No. 807 Setting Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems
Sean Brewer, Community Development Director

Community Development Director Sean Brewer presented the staff report to include the following:

- Background
- Discussion

Staff recommends that the City Council introduce and waive the first reading of Ordinance No. 807 given Government Code Section 65850.7's requirement that local agencies adopt such an ordinance to create an expedited streamlined permitting process for electric vehicle charging stations on or before September 30, 2017. Most of the procedures, such as electronic submittal of plans are currently in place and comply with the requirements of the Assembly Bill and staff is assuring that successful implementation of an expedited, streamline process will be available to permit applicants by September 30, 2017.

*Motion by Ramsey, Second by Lander to Approve First Reading of Ordinance No. 807 Setting Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems. Motion **Approved** by a Roll-call 5/0 Majority Vote.*

2. Discussion of Future Business in Coalinga
Marissa Trejo, City Manager

City Manager Trejo referred to Mayor Pro-tem Raine as this is his FAI.

Mayor Pro-tem Raine indicated that Coalinga once had a strong business industry offering many jobs. He is hoping that the new Cannabis Industry will bring more business and jobs to Coalinga.

He is sorry that Katie is leaving the Chamber of Commerce.

He suggests some of the following as potential businesses for Coalinga:

- Museum – need full input from Curator. The Gene Autry Museum changes their topics every quarter.
 - Add high school and college students as volunteers or board members
 - Add major oil section for stages of oil production
- Disney-like ride depicting what it was like to be in the earthquake
- Drycleaners – none in town
- Special park for kids
- Ice skating and ice hockey arena
- Ice cream maker – flavor might be Earthquake, etc.
- Indoor Rock Climbing Site
- Boys' and Girls' Club
- Finish the Sports Complex and host tournaments for travel teams
- Alley cottages to be built on properties for singles and couples
- Dude Ranch
- Bluegrass Festival
- Grey Callison – outdoor concert sites
- Start-up business with three individuals – team effort
- REI co-op

- Like at Folsom – match financial backers
- Hot Air Balloon – materials and fuel – aerospace
- Reach out of County for County-City non-incorporated area businesses
- Restaurant businesses like barbeque or New York hot dogs

We need people to submit ideas and we need to encourage people to invite businesses into our City. Many people can come up with new ideas.

City Manager Trejo said anyone interested in starting a business or has ideas about a new business may contact our Economic Development Coordinator Edith Sanchez at 559 935 1533, Ext. 114.

Ms. Mary Jones said she gave up her business at a loss of \$10K. She had 1,000 students. There is neither location nor place for her to set up her business. She is paying \$400 in storage fees. She is frustrated because she gave all she had and she is still looking for a new place but nothing is open.

3. Council Direction Regarding Authorization for Councilmember Stolz to Attend the State of Cannabis Conference in Long Beach on September 28th and 29th, 2017

Marissa Trejo, City Manager

City Manager Trejo introduced the topic of Council Member Stolz attending the State of Cannabis Conference in Long Beach on September 28 the 29.

There was discussion about the cost to attend; \$550 or \$299.99 or \$149.50 plus 9.92 fee.

Mayor Vosburg said he is driving down and back the same day. Council Member Stolz said she will be responsible for herself.

*Motion to Approve Council Member Stolz to attend the State of California Cannabis Conference in Long Beach on September 28 and 29 and for City to be responsible for only the cost to attend the conference. Motion **Approved** by a Roll-call 5/0 Majority Vote.*

7. CITIZEN COMMENTS (NONE)

8. ANNOUNCEMENTS

Council Member Lander said since the Mayor will not be here, he will be attending the COG meeting on the 28th.

Mayor Vosburg said he and Council Member Stolz attended the League of California Cities meeting and it was amazing. Some of the sessions were:

- CPRA (California Public Records Act and Social Media involvement.
- Cannabis licensing and taxes
- 180 changes for stake holders. Stake holders were invited.
- Many venders were there with information on streetlights, solar information and available grants
- Electric vehicles
- San Joaquin Air Quality Control Board grants
- Had conversations with Cannabis folks
- It is all about networking

- He will get information to staff
- AB109 regarding law enforcement
- Prop 47 regarding local medical response

9. FUTURE AGENDA ITEMS

Council Member Ramsey wants to invite the Cemetery District back for an updated status.

Mayor Vosburg wants City staff and PD to bring emergency items for IT. Wants a local emergency item list and to bring back before the Council.

In accordance with Ms. Jones comments, the downtown rental pricing is too high. He would like a statement from the owner of those buildings.

Council Member Lander said he does property management and he has one vacancy for \$750 per month.

Mayor Vosburg wants to open discussion on the Food Truck requirements as they appear to be out of line since we are not attracting the food trucks to our community.

He wants consideration of waiving business licenses for arts/crafts for Coalingafest. Venders are unhappy.

Council Member Stolz said the arts and crafts venders are concerned about turning over their business information to the City

Mayor Vosburg said Shift Se3tor wants City people at their event. We need to create a policy in reference to Form 802 and ticket policy. We need attendance at more events.

Nothing would be reported on our Form 700.

10. CLOSED SESSION (NONE)

11. ADJOURNMENT (9:14PM)

Nathan Vosburg, Mayor

City Clerk/Deputy Clerk

Date

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Approve MINUTES - October 5, 2017
Meeting Date: October 19, 2017
From: Marissa Trejo, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	MINUTES_100517.pdf	Minutes - October 5, 2017

Minutes

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA October 5, 2017

1. CALL TO ORDER

Council Members Present: Vosburg, Raine, Ramsey, Lander, Stolz

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Community Development Director Sean Brewer, Assistant to the City Manager Shannon Jensen, Senior Administrative Analyst Mercedes Garcia, Finance Services Director Jasmine Bains, Public Works and Utilities Director Pete Paciado, Police Chief Michael Salvador, Fire Chief Dwayne Gabriel, City Treasurer James Vosburg, City Clerk Wanda Earls

Change to agenda is that there was additional language added to Item 5.7.

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS (NONE)

3. CITIZEN COMMENTS

Mr. Bill Lewis indicated CRMC is opening the Rural Health Clinic additional hours from 9:00 AM to 7:00 PM to better serve the community. They will close for lunch between 12:00 to 12:30 PM.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Items 5.7 and 5.9 were pulled by Council Member Stolz for explanation.

1. Approve MINUTES - September 7, 2017
2. Check Register: 7/01/2017 - 7/31/2017
3. Check Register: 8/01/2017 - 8/31/2017
4. Waive Second Reading and Adopt Ordinance No. 807 Setting Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems
5. City Council Resolution No. 3788 Amending the 2017/2018 Budget to Incorporate a List of Projects Funded by SB:1 The Road Repair and Accountability Act
6. Approval of City Engineer Task Orders and Amended Project Budget for the Paving of Seven

(7) Alleys (29-35) Through the Congestion Mitigation Air Quality Grant Program

7. Authorize City Manager to Enter into Agreement with Theresa Lynn Yanez for Out-Of-City Water Services

Public Works and Utilities Director Pete Paciado explained that the request for Out-of-City Water Services for Ms. Yanez will have to go to LAPCO because the property is located in the County. It will be a one inch line with no cost to the City.

8. Authorization for the City Manager to Sign a Letter Requesting Governor Brown's Veto of Senate Bill 649
9. Economic Development Monthly Report- September 2017

City Manager Trejo presented the report for Ms. Sanchez:

This month she has been working on getting food truck vendors to come to the Food Truck Invasion. She has been advertising it all over Coalinga and social media. She has contact over 65 food truck.

Ms. Sanchez apologizes for the inconvenience of cancelling the Food Truck Invasion the first week. We had some issues with some of the vendors paperwork not been completed in time but that has since been resolved. The first Food Truck event that we had on Wednesday September 20, 2017, was not a big success due to the registered food truck and popup food vendors not showing up. The way this event works is the vendors schedule to come on the days they are available to come. For whatever reason, they decided not to show up that day. We, the City, have no control over the vendors. We rely on their commitment in hopes that they show up.

She has also been working on contacting businesses in Fresno, Hanford, Lemoore, Visalia, and Clovis to see if they are interested in expanding to the City of Coalinga. At this time there is interest but in the near future. I have also been sending letters to big corporations with retail and restaurants who are expanding to California to see if they were interested in Coalinga.

She has been preparing material for the ICSC Conference in LA on October 2th through 4th. She will be attending. She will be able to meet with some of these retailers, fast food restaurants, restaurants and developers face to face with no appointment to be set. This is going to be great opportunity for us to be able to sell Coalinga and get them interested in coming to do business here. She will be taking with her marketing material, a list of properties that City has for sale and other available properties around town for rent.

Council Member Lander asked about Kmart.

City Manager Trejo said the owner has contracted to market the property through October. We should know something in November.

Mayor Pro-tem Raine said he was impressed by Edith.

Ms. Terri Yanez reminded the Mayor that he forgot to asked the public if they wanted to pull any Consent Calendar Items.

Mayor Vosburg apologized.

10. Public Works & Utilities Monthly Report for September 2017

11. Waive Business License Standards for Arts and Crafts Vendors at Coalingafest on October 7, 2017

Mr. Chris Macaluso asked why the difference in their request to tie into the waterline.

Public Works and Utilities Director Pete Paciado indicated there is a substantial difference in the water service. The service you requested should come off of Mercantile Avenue not Jayne Avenue.

Mr. Macaluso said in the interest of saving money, they should have the same rights.

Mr. Paciado indicated that there is extra excavation at the main. Anytime you are tying into a main, there is a possible risk.

Mr. Macaluso said they applied six months ago and they need fire service to their property. They are trying to look for cost savings. They are asking again for this consideration.

Council Member Stolz asked about a drought year.

Council Member Lander explained the process and that the residents are the last to be cut.

Items 5.7 and 5.9 were pulled by Council Member Stolz for discussion.

Motion by Raine, Second by Lander to Approve Consent Calendar Items 1, 2, 3, 4, 5, 6, 8, 10 and 11. Motion Approved by a Roll-call 5/0 Majority Vote

Motion by Ramsey, Second by Stolz to Approve Consent Calendar Items 7 and 9. Motion Approved by a Roll-call 5/0 Majority Vote.

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action on Proposed Approach for Soliciting a Single Retail Cannabis Facility in the City of Coalinga

Sean Brewer, Community Development Director

Community Development Director Sean Brewer presented a PowerPoint presentation on Soliciting a Single Retail Cannabis Facility in the City.

RETAIL CANNABIS FACILITY REQUEST FOR PROPOSAL (RFP)

Introduction • Overview of the Solicitation Process • Submission Requirements • Committee Selection • Definitions • Evaluation Approach

• Measure “G” • Results of the Solicitation • Facility to Sell Both Adult-Use & Medicinal Products • Microbusiness (Retail, Cultivation, Manufacturing, Distribution) • Future Actions (CUP, Site Plan, Etc.) • Payment of Fees • Additional Conditions

Application Release • Field Applicant Questions • Phase 1 – Background Checks • Phase II – Initial Ranking • Phase III – Final Scoring • Interviews • Committee Recommendation to City Council • Submission of Necessary Land Use Entitlements

Employee Permit Application • Live Scan Form • Payment of Phase 1 Fee (TBD) • Background Clears Selection Committee Reviews Phase II Submission

• Completion of the Cannabis Retailers Regulatory Permit Application • Payment of Phase II Fee (TBD) • Narrative Descriptions: • Business Plan • Site Location & Preliminary Development Plan • Proof of Capitalization • Management Team • Summary of Security Plan

Submission of Additional Responses: • Product Safety and Labeling • Community Benefits • Environmental Plan (Green Initiatives) • Hiring and Employment Practices • Payment of Phase III Fee (TBD)

• Conducted by the Retail Cannabis Selection Committee • Recommendation to the City Council for approval • City Issues Retail Cannabis Regulatory Permit • Applicant Team Proceeds to Applying for Applicable Land Use Entitlements

Phase I • Backgrounds (Pass/Fail) •

Phase II • Assign point value to each topic of response • Sole judgment of the Selection Committee Members •

Phase III • Assign point value to each topic of response • Sole judgment of the Selection Committee Members • Final Selection • Top applicant teams selected for interviews or direct recommendation to City Council based on responses

• Recommended number of members: (5) • Recommended Members: • City Manager • Community Development Director • Police Chief • Suggested Additional Members (2) • Representative from a Special District (School, College, Parks, Etc.) • Citizen at large • Industry Professional • Local Business Owner • Anyone else the Council may choose.

Comments:

- Speed it up
- Streamline process
- Phase 2 and 3 together
- Depends on applications
- January 1st is deadline
- Need to be ready to go
- We don't need to miss out on a good dispensary
- Background checks
- Take first 1, 2, and 3 – most will be background checks

- Depends on # of apps
- People looking at other cities
- Take first 1, 2 and 3, most will pass background checks
- Depends on how many you want to interview
- Need input from selection committee
- Can committee speed-up
- Lots of unknowns
- Can expedite
- Takes 30-45 days for background checks
- Cannot meet goal of January 1
- Go back to normal RFP's and 30 day process
- Phase 1 and 2 – 45 days
- RFP's should not take six months
- People are complaining
- Have to adhere to Code
- RFP process like all others
- Not official permit
- CUP could take 90 days
- We can make it faster
- Staff is trying to reduce paperwork
- Only have to review five
- Looking for viable business
- Details in app
- RFP – can only select one
- Grover Beach has their list out
- We want the best person(s) possible
- Taking forever
- End of year for approved ordinance
- Can go out with RFP
- Co-current with Phases 1, 2, 3 all together
- Backgrounds take awhile

Consensus of Council is to quicken the process.

- Committee – City Manager, Police Chief and Community Development Director.
- Katie Delano was recommended by Ramsey, Vosburg agrees
- Stolz recommended Adam Adkisson, Vosburg agrees
- Raine recommends Chris Macaluso
- Vosburg recommends college person
- Ramsey indicated people can contact City Manager if interested
- City Attorney Zamora said they must have no connection to the applicant
- Vosburg said Police Chief Salvador, Sean Brewer and City Manager Marissa Trejo
- Raine suggests someone who is invested in the process
- City Manager can contact suggested individuals next week
- Next meeting need list of recommendations
- City Manager Trejo to contact those stated

- Raine said need list
- Suggest three people who worked on the committee.

Site areas:

- Downtown area to be included if possible - City Attorney Zamora said that can be considered at the Planning Commission – would allow for what is recommended

Consensus of Council is to quicken the timeline.

Consensus of Council in reference to Proposed Approaches for Single Retail Cannabis Facility is to bring back Ordinance in November and RFP in November for release of the RFP in Late November.

2. Discussion, Direction and Potential Action regarding Changes to Operating Standards for Resolution No. 3772

Edith Sanchez, Economic Development Coordinator

This was requested as a Future Agenda Item by Mayor Vosburg.

Staff recommends reducing insurance requirement from \$2 million to \$1 million.

On January 5, 2017 the City Council directed the Community Development Director to begin working with the Planning Commission to develop a regulatory framework for permitting food trucks in the City of Coalinga since the current regulation that we have in place did not allowed it. The Council directed the Community Development Director to work with the Planning Commission to develop an ordinance to be presented to Council in the near future for adoption.

On February 14, 2017 the Planning Commission began discussing a way to develop a regulatory framework to encourage food trucks to locate in the City of Coalinga. The Planning Commission also requested that the Community Development Director to get the word out to all stakeholders to engage them in the discussion in order to develop an ordinance that will protect the health, safety and welfare of the Community as well as the food truck vendors.

On February 28, 2017 the Community Development Director presented numerous operational regulations that needed to be considered when regulating food truck vendors. There were stakeholders from the food truck industry who provided public testimony as well as residents who had been involved in other community events involving food trucks vendors. After discussion and receiving public statements, the Planning Commission concluded that establishing a suitable location for periodic food truck round-ups would be a great start to regulating food truck vendors within the City. The Planning Commission directed the Community Development Director to prepare documentation that could be brought before the City Council for consideration.

On June 1, 2017 The resolution was passed by the City Council with the exception on going back and reviewing the special insurance to be a less cost to the City of Coalinga.

The City Manager has recommended that the event should be coordinated by myself, the new Economic Development Coordinator, to ensure that all the General Operational Standards are met.

The General Standards that the Planning Commission currently has in place are:

1. *Location.* The City designated parking lot located at 6th Street and Elm Ave.
2. *Facilities Request Form (agreement).* Each vendor shall complete a facilities request form with the Senior Administrative Analyst's office.
 - a. *Liability insurance naming the City of Coalinga as "additionally insured" in the amount of \$2,000,000.*
3. Hours of operation and event dates shall be established by the City Manager or his/her designee based on Council direction.
4. Vendors shall display a valid City of Coalinga Business License and Fresno County Health Department Permit in plain view.
5. Vendors shall provide proof of driver's license registration.
6. Vendors shall provide proof of a commissary agreement or alternative proof, approved by the Economic Development Coordinator, of a relationship with a valid commissary.
7. All vehicles shall be regularly serviced and maintained.
8. Vehicles must be entirely self-sufficient in regards to gas, electricity, water, and telecommunications.
9. Each vendor shall provide its own waste container.
10. Mobile food vendors are subject to the City noise ordinance.
11. Mobile food vendors shall not engage in alcohol sales or service.
12. Outside tables and chairs are permitted.
13. The vendor shall maintain the area within which vending activities occur in a clean, safe, sanitary, and dust-controlled condition.
14. Any other regulations as deemed necessary by the City Manager and/or his/her designee.
15. Deposit for trash.

Mayor Vosburg said the Food Truck failure is because of the \$2M insurance requirement. We need to make changes to the Food Truck requirements.

City Attorney said \$1M is the lowest commercial policy and \$1M is normal.

Ms. Mary Jones said it is difficult to meet requirements.

Mayor Vosburg said in some cities it is not required. We need to remove those redundant issues.

Consensus of Council is to reduce liability insurance requirement from \$2M to \$1M and review redundant issues in reference to Changes in Operating Standards for Resolution #3772.

7. CITIZEN COMMENTS - NONE

8. ANNOUNCEMENTS

City Manager Trejo reported on the Food Truck Invasion which took place from 6:00 – 10:00 PM at the 6th and Elm Parking Lot on Wednesday. One of the vendors came early and was available to serve lunch.

There is a lot of misinformation out there about Measure "C" which will be on the ballot in November. Please contact her if you have questions.

Council Member Lander said he attended the COG Meeting in lieu of the Mayor. It was asked that the City have an Alternate Member. It does not have to go on Form 700.

Council Member Stolz said they attended an enlightening conference last week.

Mayor Vosburg mentioned some of the items discussed:

- State of Cannabis
- First Onsite Consumption
- Treats onsite but he did not partake
- Contacted headache because of the smoke
- First Onsite Consumption – City needs permit

League concerns:

- Taxation
- Cities need to look at tax structure to allow businesses to survive
- Industry looking at taxes
- Coalinga is highest around – need to lower
- Prop 64
- Situation has changed
- Look to where industry is headed
- Interesting – need people to attend
- Need policy

FUTURE AGENDA ITEMS

Mayor Vosburg wants Non-Storefront Delivery placed on the agenda. This would allow for delivery to residents. Onsite Consumption – Smoke Shop may be interested in this.

He would like for Pete to work with Chris Macaluso and try to come up with a solution to him tying into water main. Would like staff to work with it and bring it back.

9. CLOSED SESSION (NONE)

10. ADJOURNMENT (7:10 PM)

Nathan Vosburg, Mayor

City Clerk/Deputy Clerk

Date

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Review and Approve Recommendation to grant a Commercial Cannabis
Regulatory Permit to Aura Bloom.
Meeting Date: October 19th, 2017
From: Marissa Trejo, City Manager
Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Review and approve recommendation to grant a Commercial Cannabis Regulatory Permit to Aura Bloom.

II. BACKGROUND:

The City is in the process of reviewing applications for commercial cannabis companies. This is the Aura Bloom review under the permanent ordinance

III. DISCUSSION:

Aura Bloom is an applicant for a commercial cannabis regulatory permit. All the tasks required by the ordinance have been completed. This application has been approved for a CUP by the Planning Commission. The Police Department has completed all required background checks of the operation and its ownership. All parties involved meet the minimum qualifications required by city ordinance and state law. Staff recommends approval of a Commercial Cannabis permit to be issued to Aura Bloom.

IV. ALTERNATIVES:

Do not approve a permit.

V. FISCAL IMPACT:

Possible increased revenue to the City of Coalinga.

ATTACHMENTS:

File Name	Description
No Attachments Available	

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Consideration and Approval of Board of Equalization's Requested Changes to the Text of the Proposed Ordinance Referenced as Exhibit A in Approved Resolution No. 3771 (Measure C)

Meeting Date: October 19, 2017

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

The City Attorney recommends the City Council approve the Board of Equalization's changes to the text of the proposed ordinance referenced as Exhibit A in approved Resolution No. 3771.

II. BACKGROUND:

On May 18, 2017, the City Council approved Resolution No. 3771, which declared a fiscal emergency, called for a municipal election to submit to the voters a local ballot measure adopting a one-percent transaction and use (sales) tax to fund City services, including police and fire protection and other general services, and finally, requested the Board of Supervisors of Fresno County to consolidate a municipal election on a local ballot measure with other elections to be held on November 7, 2017.

Exhibit A of Resolution No. 3771 refers to the text of the proposed ordinance to be adopted should the voters approve Measure C.

III. DISCUSSION:

Upon review, the Board of Equalization has requested some minor changes to the draft ordinance, which are show in the attached marked copy.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> CITY_OF_COALINGA_Draft_Sales_Tax_Ord_BOE_s_REQ_D_CHANGES_FOR_AGENDA_101917.pdf	Revised Draft Ordinance (Measure C)
<input type="checkbox"/> RESOLUTION_NO_3771-A_Revised_Measure_C.docx	RESOLUTION NO 3771-A

Revised Measure C

RESO#3771_1% Sale Tax
Measure for the November 7,
2017 Special Election_051817

▣ RESO#3771_1%_Sale_Tax_Measure_for_the_November_7__2017_Special_Election_051817.pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA
ADDING SECTION 101-112 TO TITLE 3, CHAPTER 6 OF THE COALINGA MUNICIPAL CODE TO
PROVIDE FOR AN ADDITIONAL ONE-PERCENT TRANSACTIONS
AND USE TAX FOR GENERAL PURPOSES
(MEASURE C)

BE IT ORDAINED BY THE COUNCIL AND THE PEOPLE OF THE CITY OF COALINGA:

SECTION I. AMENDMENT OF CODE.

Coalinga Municipal Code Title 3, Chapter 6, is hereby amended by the addition of a new Chapter to read as follows:

CHAPTER 3.-6.100 TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES

3-6.101 Purpose/Title.

3-6.102 Operative Date.

3-6.103 Contract with State.

3-6.104 Transactions Tax Rate. 3-6.105 Place of Sale.

3-6.106 Use Tax Rate.

3-6.107 Adoption of Certain Sections of California Revenue & Taxation Code by Reference.

3-6.108 Limitations on Adoption of State Law and Collection of Use Taxes.

3-6.109 Permit Not Required.

3-6.110 Exemptions and Exclusions. 3-6.111 Amendments.

3-6.112 Enjoining Collection Prohibited. Sec. 3-6.101 Purpose/Title:

This Ordinance shall be known as the City of Coalinga Transactions and Use Tax for General Purposes ordinance. The City of Coalinga shall hereinafter be called "City." This ordinance shall be applicable in the incorporated territory of the City. This Ordinance of the Coalinga Municipal Code has been adopted for the following purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transportation and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the ~~State Board of Equalization~~ California

Department of Tax and Fee Administration in a manner that adapts itself as fully as particular to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the state Board of Equalization in administering and collecting the California State Sales and Use Taxes;

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will, to the greatest degree possible consistent with the provisions of Parts 1.6 and 1.7 of Division 2 of the said Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions thereof.

(e) To provide a source of revenue to be used by the City for general purposes. There shall be no legal obligation created by this Chapter for use of the funds for specific purposes.

Sec. 3-6.102 Operative Date.

"Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, April 1, 2018.

Sec. 3-6.103 Contract with State.

Prior to the operative date, the City shall contract with the ~~State Board of Equalization~~California Department of Tax and Fee Administration to perform all functions incident to the administration and operation hereof. If the City has not contracted with the ~~State Board of Equalization~~California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract. The Council may make any technical amendments to this Ordinance required by the ~~State Board of Equalization~~California Department of Tax and Fee Administration, except for any changes affecting the tax rate, its manner of collection, or the purpose for which the revenue from the tax may be used.

Sec. 3-6.104 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.00%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in the City of Coalinga on and after the operative date of this Ordinance. This tax is imposed in addition to the tax imposed pursuant to Chapter 3.12 of this Code.

Sec. 3-6.105 Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the Board of Equalization.

Sec. 3-6.106 Use Tax Rate.

An excise tax is hereby imposed on the storage, use, or other consumption in the City of tangible personal property purchased from any retailer on or after the operative date of this Ordinance for storage, use or other consumption in said territory, at the rate of one percent (1.00%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made. The tax imposed is in addition to the tax imposed pursuant to Chapter 3.12 of this Code.

Sec. 3-6.107 Adoption of Certain Sections of California Revenue & Taxation Code by Reference.

Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of said Code, as amended and in force and effect on the operative date of this Ordinance, applicable to use taxes are hereby adopted and made a part of this section as though fully set forth herein.

Sec. 3-6.108 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Treasury, or the Constitution of the State of California;

(2) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the ~~State Board of Equalization~~ California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

(3) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(A) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(B) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

(4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(b) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in

business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Sec. 3-6.109 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Sec. 3-6.110 Exemptions and Exclusions.

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(A) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(B) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

(5) For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

(5) For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Sec. 3-6.111 Amendments/Severability:

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6

and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Sec. 3-6.112 Enjoining Collection Prohibited:

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the State or this City, or against any officer of the State or this City, to prevent or enjoin the collection hereunder, or Parts 1.6 and 1.7 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION II: STATUTORY AUTHORITY FOR TAX.

This ordinance is adopted pursuant to Revenue and Taxation Code section 7285.9.

SECTION III: ELECTION REQUIRED.

This ordinance shall not become operative unless and until at least a majority of the electors voting on this measure vote to approve the imposition of the tax at the election to be held on November 7, 2017.

SECTION IV: ANNUAL AUDIT.

By no later than December 31st of each year, the City's independent auditors shall complete a financial audit report to include the revenue raised and expended by this tax.

SECTION V: EFFECTIVE DATE.

This ordinance shall take effect on April 1, 2018, if approval by a majority of voters at the general election to be held on November 7, 2017.

SECTION VI: CERTIFICATION; PUBLICATION.

Upon approval by the voters, the City Clerk shall verify to the passage and adoption of this ordinance and shall cause it to be published according to law and transmitted to the Board of Equalization.

ATTEST:

CITY COUNCIL OF THE CITY OF COALINGA

Wanda Earls, City Clerk

Nathan Vosburg, Mayor

* * * * *

APPROVED BY THE FOLLOWING VOTE OF THE PEOPLE ON THE _____ DAY OF _____, 2017:

CITY OF COALINGA)
STATE OF CALIFORNIA)
COUNTY OF TULARE)

CITY CLERK CERTIFICATION

I, Wanda Earls, City Clerk of the City of Coalinga, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. _____ introduced at a regular meeting of the City Council of the City of Coalinga held on the _____ day of _____, 2017, and adopted at a regular meeting on the _____ day of _____, 2017 upon motion by _____, second of _____ by the following vote, as the same appears of record and on file in my office:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand and Corporate City Seal of Coalinga this _____ day of _____, 2017.

OFFICE OF THE CITY CLERK OF COALINGA

Wanda Earls, City Clerk

RESOLUTION NO. 3771-A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
ADOPTING REVISED MEASURE “C” WITH OTHER ELECTIONS TO BE HELD ON
NOVEMBER 7, 2017**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COALINGA AS FOLLOWS:

WHEREAS, the City Council previously adopted Resolution Number 2017-3771 placing an ordinance on the ballot for voter approval, now known as Measure “C”; and

WHEREAS, following the placement on the ballot by the City, the California Department of Tax and Fees Administration requested that all references in the proposed ordinance to the “State Board of Equalization” be removed and replaced with “California Department of Tax and Fee Administration”;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Coalinga that Measure “C” as revised is hereby adopted by the City Council and shall be placed on the November 2017 ballot for voter approval.

PASSED AND ADOPTED by the City Council of the City of Coalinga, State of California, this _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Nathan Vosburg, Mayor

ATTEST:

Wanda Earls, City Clerk

RESOLUTION NO. 3771

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
DECLARING A FISCAL EMERGENCY; CALLING FOR A MUNICIPAL ELECTION TO SUBMIT
TO THE VOTERS A LOCAL BALLOT MEASURE ADOPTING A ONE-PERCENT
TRANSACTIONS AND USE (SALES) TAX TO FUND COALINGA CITY SERVICES
INCLUDING POLICE AND FIRE PROTECTION; AND OTHER
GENERAL SERVICES AND REQUESTING THE BOARD OF SUPERVISORS OF FRESNO COUNTY
TO CONSOLIDATE A MUNICIPAL ELECTION ON A LOCAL MEASURE
WITH OTHER ELECTIONS TO BE HELD ON NOVEMBER 7, 2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COALINGA AS FOLLOWS:

WHEREAS, the City Council deems it advisable to submit to the voters a ballot measure to approve a one-percent (1%) transactions and use (sales) tax to fund city services, including police and fire protection, and other general services; and

WHEREAS, the City Council is authorized to request an order that the ballot measure election be consolidated with other elections to be held on the same day and in the same territory (California Elections Code 10400 et seq.); and

WHEREAS, it is desirable that said ballot measure election be consolidated with the Uniform District Elections to be held November 7, 2017; that within the City, the precincts, polling places, and election officers for the two elections be the same; that the Board of Supervisors canvass the returns of the City ballot measure election; and said City ballot measure election be held in all respects as if there were only one election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COALINGA:

1. Declaration of Fiscal Emergency. Due to cuts in state funding, erosion of the sales tax base and insufficient revenues to maintain an adequate public safety force, aging fire trucks and other public safety vehicles and despite the intense frugality of all city departments, the City cannot postpone action until the November 2018 election to create an economically sustainable revenue base. Without action now, the City is at risk of endangering public health and safety, or threatening the fiscal solvency of the City. Accordingly, the City Council hereby declares that a fiscal emergency exists.

2. Call for Election. The City Council hereby calls a municipal election on **November 7, 2017** for the purpose of submitting to the voters a ballot measure to approve **one-percent** (1%) transactions and use (sales) tax to fund Coalinga city services, including police, fire and emergency services; and other general services. A majority vote of the votes cast is required for the passage of the ballot measure.

3. Form of Measure. The text of the proposed ordinance to be submitted to the voters is attached as Exhibit A to this resolution. The exact form of the measure to be voted upon shall appear on the ballot as follows:

CITY OF COALINGA
CITY COUNCIL RESOLUTION NO. 3771

To help prevent the loss of vital public safety services, and to protect other general services, shall the City of Coalinga enact a general-purpose, one-percent sales tax, expected to generate \$850,000 annually, with annual independent audits?	Yes
	No

The measure shall be designated on the ballot by a letter printed on the left margin of the square containing the description of the measure, as provided in California Election Code Section 13116.

4. Transmission to the City Attorney. The City Clerk is directed, pursuant to Elections Code Section 9280, to transmit a copy of the measure to the City Attorney for the purpose of preparing an impartial analysis of the measure.

5. Full Text of the Measure. The full text of the "Ordinance of the City of Coalinga Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization," enacting a one-percent Transactions and Use (Sales) Tax to fund Coalinga city services will be available at no cost, from the City Clerk's Office or on the City's website: www.coalinga.com. A statement about how to obtain the full text of the Ordinance will be included in the Voter Information Pamphlet below the Impartial Analysis.

6. Consolidation of Election. The City Council requests that the Board of Supervisors of the County of Fresno, State of California order the consolidation of the election in the City of Coalinga to be held on November 7, 2017, with any other election(s) to be held on the same date, under California Election Code Sections 10400 et seq.

7. Deadline for Submittal of Arguments. Pursuant to the Elections Code of the State of California the county elections official "... shall fix and determine a reasonable date prior to the election after which no arguments for or against any county measure may be submitted for printing and distribution to the voters ..." (Elections Code 9163). Once the final deadline is determined by the County, arguments for and against shall not to exceed 300 words and sent to the City Clerk for transmittal to the County Registrar of Voters is hereby set for _____ at 4:00 p.m. The provisions of this Section shall apply only to the election to be held on November 7, 2017 and shall then be repealed.


8. Conduct of the Election. The consolidated election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, certificates of election issued, and all other proceedings incidental to and connected with the election shall be regulated and done by the County Clerk in accordance with the provisions of law regulating a regularly scheduled election. The Board of Supervisors is hereby requested to issue all officers of the County charged with duties pertaining to the November 7, 2017 election instructions to take any and all steps necessary for the holding of such consolidated election. (California Elections Code 10418.)

9. Costs. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Election Official.

10. Filing with County. The City Clerk is directed to file with the Board of Supervisors and the County Clerk of Fresno County certified copies of this resolution. The foregoing Resolution No. 3771 was adopted by the Coalinga City Council on the May 18, 2017, by the following vote:

CITY OF COALINGA
CITY COUNCIL RESOLUTION NO. 3771

AYES: Lander, Raine, Stolz, Ramsey, Vosburg
NOES: None
ABSENT: None
ABSTAINED: None



City Clerk / Deputy City Clerk


Mayor

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Consider and Act Upon Westlands Water District Ballot for Board of Directors Election to be Held on October 24, 2017; Approve Resolution No. 3792, a Resolution of the City Council of the City of Coalinga Authorizing the City Manager to Act as the City's Voting Representative for the General District Election, Westlands Water District

Meeting Date: October 19, 2017

From: Marissa Trejo, City Manager

Prepared by: Pete Preciado, Public Works & Utilities Director

I. RECOMMENDATION:

Consider and Act Upon Westlands Water District Ballot for Board of Directors Election to be Held on October 24, 2017; Approve Resolution No. 3792, a Resolution of the City Council of the City of Coalinga Authorizing the City Manager to Act as the City's Voting Representative for the General District Election, Westlands Water District.

II. BACKGROUND:

The City recently received a ballot for the upcoming October 24, 2017 election for the District's Board of Directors.

The City owns land within the Westlands Water District and the District also operates the Coalinga Canal, which the City uses to obtain water from the California Aqueduct.

III. DISCUSSION:

Six candidates are available for selection as Director; the ballot requests that no more than four (4) be voted for the position. A short biography of each candidate is included to assist with candidate selection.

IV. ALTERNATIVES:

Do nothing.

V. FISCAL IMPACT:

There will be no fiscal impact.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Resolution_No_3792.pdf	Resolution 3792
<input type="checkbox"/> Ballot_and_Statement_of_Candidates.pdf	Ballot and Statement of Candidates

RESOLUTION NO. 3792

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
AUTHORIZING CITY MANAGER TO ACT AS THE CITY'S VOTING
REPRESENTATIVE FOR THE GENERAL DISTRICT ELECTION, WESTLANDS
WATER DISTRICT, SCHEDULED FOR OCTOBER 24, 2017**

WHEREAS, the City owns land within the Westlands Water District and the District also operates the Coalinga Canal, which the City uses to obtain water from the California Aqueduct; and

WHEREAS, the City recently received a ballot for the upcoming October 24, 2017, election for the District's Board of Directors; and

WHEREAS, the City desires to appoint a voting representative for the election.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby appoints the City Manager as the City's voting representative for the General District Election, Westlands Water District, scheduled for October 24, 2017

The foregoing resolution was duly adopted by the Coalinga City Council at a regular meeting held on the 19th day of October 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Nathan Vosburg, Mayor

Attest:

City Clerk/Deputy City Clerk

No. 595

Number of votes entitled to cast 1,194

Número de votos que tiene derecho a emitir

CITY OF COALINGA

155 W DURIAN

COALINGA CA 93210

DETACH THIS PORTION & RETURN ONLY THE OFFICIAL BALLOT.

WESTLANDS WATER DISTRICT
GENERAL DISTRICT ELECTION
TUESDAY, OCTOBER 24, 2017

DISTRITO DE AGUAS DE WESTLANDS
ELECCION GENERAL DE DISTRITO
MARTES, 24 DE OCTUBRE DE 2017

DESPRENDA ESTA PORCIÓN Y DEVUELVA ÚNICAMENTE LA BALOTA OFICIAL.

OFFICIAL BALLOT

GENERAL DISTRICT ELECTION
WESTLANDS WATER DISTRICT

Fresno and Kings Counties, California
Tuesday, October 24, 2017

No. 595

Number of votes entitled to cast 1,194

Número de votos que tiene derecho a emitir

BALOTA OFICIAL

ELECCION GENERAL DE DISTRITO
DISTRITO DE AGUAS DE WESTLANDS

Condados de Fresno y Kings, California
martes, 24 de octubre de 2017

BALLOTS MAY BE MARKED WITH PEN AND INK OR INDELIBLE PENCIL
USTED PUEDE MARCAR LA BALOTA CON PLUMA O INDELEBLE LAPIZ.

(Fold bottom of ballot up to this line.)

(Doble la parte de abajo de la balota hasta esta línea.)

INSTRUCTIONS TO VOTERS: To vote for a candidate whose name appears on the ballot, mark a cross (+), checkmark (✓), or (x) in the voting square to the right of the candidate's name.

To vote for a qualified write-in candidate, write the person's name in the blank space provided for that purpose after the names of the other candidates for the same office and mark a cross (+), checkmark (✓), or (x) after the name of the candidate.

Mark a cross (+), checkmark (✓), or (x) after the names of all candidates for the office for whom you desire to vote, not to exceed, however, the four candidates to be elected.

Every holder of title to land situated within the District, or his legal representative, shall be entitled to cast one vote for each dollar of District assessed value of land to which he holds title, as provided in the "California Water District Law."

The Voter's Pamphlet contains more detailed information and instructions.

The Secretary of the District at the time of mailing the ballot to each person qualified to vote has inserted thereon in both spaces provided for that purpose the number of votes which the voter is entitled to cast on that ballot. Any error in the number of votes shall be corrected by the Secretary in pen and ink or indelible pencil.

All marks except the (+), checkmark (✓), or (x) and the data entered hereon by the Secretary are forbidden. If you wrongly mark, tear, or deface this ballot, enclose the spoiled ballot in the Identification/Return Envelope, mark a check in the spoiled ballot box on the Envelope and return it to the Secretary to obtain another ballot.

INSTRUCCIONES A LOS ELECTORES: Para votar por un candidato cuyo nombre aparece en la balota, marque una cruz (+), marca (✓), o (x) en el espacio para votar a la derecha del nombre del candidato.

Para votar por un candidato calificado por escrito cuyo nombre no está en la balota, escriba el nombre de la persona en el espacio en blanco provisto para este fin después de los nombres de los otros candidatos para el mismo cargo, y marque una cruz (+), marca (✓), o (x) después del nombre de este candidato.

Marque una cruz (+), marca (✓), o (x) después de los nombres de todos los candidatos para el cargo por quienes usted desea votar, sin exceder los cuatro candidatos que han de ser elegidos.

Cada poseedor de título de tierras situadas dentro del Distrito, o su representante legal, tendrá derecho a emitir un voto por cada dólar de tierra según fue tasado por el Distrito sobre la que posee título, según provee en la "California Water District Law."

El Pamfeto del Votante contiene más detallado información y instrucciones.

El Secretario del Distrito cuando envía la balota a cada persona calificada para votar, ha escrito con tinta allí mismo en ambos espacios provistos para ese fin el número de votos que cada elector tiene derecho a emitir. Cualquier error en el número de votos será enmendado con tinta o lápiz indeleble por el Secretario.

Todas las marcas, excepto la cruz (+), marca (✓), o (x) y los datos anotados en esto por el Secretario, están prohibidas. Si usted equivocadamente marca, rompe o estropea esta balota, incluye la balota dañada en el Sobre de Identificación/Envío a Vuelta de Correo, ponga una marca en el Sobre dentro del cuadró para balotas dañadas en el sobre, y devuélvesela al Secretario para obtener otra bolato.

Director	Vote for no more than Four
Director	Voto por no más de Cuatro
1. Ryan Ferguson Farmer	
2. Ross Franson Grower	
3. Sarah Clark Woolf Incumbent	
4. Daniel Errotabere Farmer	
5. Donald Peracchi Incumbent	
6. Jim Stilwell Chief Financial Officer	

This pamphlet does not contain a complete list of candidates. A complete list of candidates appears on the ballot. The candidate statements in this pamphlet were volunteered by the candidates and printed at the expense of the candidates.

**STATEMENT OF CANDIDATE FOR
DIRECTOR**

Westlands Water District

RYAN FERGUSON

Occupation: Farmer

Education and Qualifications: My name is Ryan Ferguson I am a 34 year old 2nd generation Westside Farmer. I would like to serve on the Board of Directors because myself and my family are heavily invested in Westlands Water District and plan on farming in the district for many more generations. I am offering a commitment to serve on the board to the best of my ability. I believe that I have the skill set necessary to approach tough issues that the district faces with an open mind and I believe that I would benefit the makeup of the board. I have attended board meetings regularly for close to 10 years and I now feel that it is my time to serve the district. I would appreciate your support.

**STATEMENT OF CANDIDATE FOR
DIRECTOR**

Westlands Water District

ROSS FRANSON

Occupation: Grower

Education and Qualifications: I am a third generation Westlands grower and serve as corporate counsel for Woolf Farming and its related business interests. I seek a seat on the Westlands' Board because I want to ensure a future in farming for my family as well as everyone in Westlands.

If given the honor to serve as a Director I would work to achieve the following goals:

- Establish a long-term strategic plan for the District providing a solid road map with guiding principles to drive good policy.
- Improve Westlands' image and strategic relationships with all stakeholders including growers, the public, governmental agencies, other water districts, and the environmental community.
- Pursue an industry-wide leadership position on critical issues, including efforts to mitigate the impacts of future droughts, SGMA implementation, and assessing the viability of California Water Fix and other capital projects.
- Support policies that encourage and empower individual landowners to manage their limited resources to the best of their abilities.
- Bring a more "business minded" and better communicated approach when planning the District's long-term strategy and vision.
- Improve overall board governance and transparency.

**STATEMENT OF CANDIDATE FOR
DIRECTOR**

Westlands Water District

SARAH CLARK WOOLF

Occupation: Incumbent

Education and Qualifications: Like many farmers in Westlands, my family and my husband's family have been farming in the district for over 40 years. We have experienced the joys and the difficulties of being Westside Farmers, all the while working to improve the situation and the image of those same farmers. As you know, the challenges have gotten much larger and the solutions far more expensive. My goal while serving on your behalf for the past five years as a Director, has been to ensure that the concerns and challenges of growers are addressed. Additionally, I constantly work to improve the image and relationships with our neighbors and friends in other districts.

The inability to meet our water demands in Westlands forces all of us to look at different ways of becoming sustainable. SGMA is looming, and the ability to continue farming in Westlands and throughout the valley requires new and innovative ideas. Partnering with neighbors to better utilize water supplies when available, and storing them for future when surface supplies are unavailable is required. We need to be working toward water supply solutions for the immediate future now. I will continue to work toward that goal.

**STATEMENT OF CANDIDATE FOR
DIRECTOR**

Westlands Water District

DANIEL ERROTABERE

Occupation: Farmer

Education and Qualifications: I am a candidate for the re-election to the Board of Directors.

As a landowner, who has farmed in Westlands since the early 1980's, I frequently hear that there is no good news coming out of the District. In 2015, the District entered into a settlement agreement to end decades of drainage litigation. This settlement will provide important benefits to all landowners and growers in the District, Including a permanent water supply, and lands will not be subject to acreage and pricing limitations. We are awaiting for Congressional approval. In 2016 Congress enacted the WIIN Act, which will provide water supply improvements for the District. Under the direction of the Board, Westlands played a leading role in the passage of the WIIN Act.

During my service, the directors worked to lower costs, particularly during the recent drought. From 2014 to 2017 the discretionary spending was lower by more than \$2.6 million and the restructuring of the District's long-term debt resulted In a debt service that was reduced by more than \$3.9 million annually.

I have worked to represent your interests and the interests of all growers. I am asking for your vote to continue representing your interests.

This pamphlet does not contain a complete list of candidates. A complete list of candidates appears on the ballot. The candidate statements in this pamphlet were volunteered by the candidates and printed at the expense of the candidates.

**STATEMENT OF CANDIDATE FOR
DIRECTOR**

Westlands Water District

DON PERACCHI

Occupation: Incumbent

Education and Qualifications: Serving on the Board of Directors of WWD is challenging. The Board is responsible for management of affairs and the business of the District and, as all know, is faced with numerous issues threatening Westside farming. I am running for reelection because I believe I can continue contributing in finding solutions to those issues.

As the District's President, I provided direction enabling success of two major steps forward;

- * Entry into the Drainage Settlement with the United States, September 2015.
- * Passage of the Water Infrastructure Improvement for Nation Act, December 2016.

The Settlement provides grower benefits including permanent water contract and elimination of acreage and pricing limitations. WINN provides operational flexibility enabling restoration of some of the water lost under ESA.

Considerable work is yet to be done on both issues. Through relationships I have developed with Members of Congress, State Legislators, and Directors and Staff of other agencies, I am well positioned to contribute to these efforts.

My leadership has influenced and addressed the following;

- * Improve District Financial Sustainability.
- * Ex-Officio member of all Board committees.
- * Voting member SLDMWA
- * Developing an understanding of Ca-Water Fix

My personal goals remain, to continue representing all WWD growers- large and small.

**STATEMENT OF CANDIDATE FOR
DIRECTOR**

Westlands Water District

JIM STILWELL, JR

Occupation: Chief Financial Officer

Education and Qualifications: B.S Accounting, CSU San Bernardino

I have been employed at Frank A. Logoluso Farms for 21 years, currently as the CFO. I am responsible for water management and have gained a tremendous amount of knowledge with respect to the legal & political water issues facing agriculture. I have experience lobbying with respect to agriculture & water issues at the local, state, and federal levels.

I have a desire to contribute and guide policies that will protect, preserve, and restore agricultural water supplies.

Thank you for your consideration.

Daniel Errotabere

9/27/2017

Land Owner
155 W DURIAN AVE
COALINGA, CA 93210-1911

Dear Landowner:

I am running for reelection to the Board of Directors for Westlands Water District. My family has farmed in Westlands since the early 1980's and farmed the region since the late 1920's. Over the years, the District has faced many challenges in maintaining a sustained water supply for its growers and landowners, and while I have served as a Director, the District has dealt with these challenges aggressively. Past experience will be important as we chart a path forward facing difficult decisions for the District's viability.

I frequently hear that there is no good news coming out of the District. This perspective ignores several important accomplishments over the last few years. In September 2015, the District entered into a settlement agreement with the United States to end decades of drainage litigation. This settlement will provide important benefits to all landowners and growers in the District. Under the settlement, the District will have a permanent water supply and lands in the District will not be subject to acreage and pricing limitations. The District is working diligently to have this settlement approved by Congress. In December 2016, Congress enacted the WIIN Act, which will provide water supply improvements for the District. If you ask any member of Congress or other water district affected by the WIIN Act, they will confirm that Westlands, under the clear direction of the Board of Directors, played a leading role in the passage of the WIIN Act.

I also hear that the district needs to run in a more business like fashion. During my service on the Board, I have also worked with other directors to lower costs, particularly in the recent drought. From 2014 to 2015, the Board lowered discretionary spending by more than \$1.2 million. From 2015 to 2016, discretionary spending was reduced by more than \$900,000. From 2016 to 2017, the reduction was more than \$500,000. Also in 2016, the Board directed a restructuring of the District's long-term debt obligations, which included refunding and paydown of debt. As a result, the District's annual debt service was reduced by more than \$3.2 million, and over the term of the debt obligation, the District's cash flow savings will be in excess of \$86 million. The Board also directed the refund of more than \$9 million to rate payers in the 2016-2017 fiscal year.

The bottom line is that as a Director, who actively understands the pressures of every day farming, will work to represent your interests and the interests of all the other growers. I am asking for your vote to continue representing your interest on Westlands Board.

22895 South Dickenson, Riverdale, California 93656
Telephone: (559) 867-4461

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Approval of Resolution No. 3793 to Accept Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for eligible Projects at the Coalinga Municipal Airport

Meeting Date: October 19, 2017

From: Marissa Trejo, City Manager

Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

The City Manager and Senior Administrative Analyst recommend the City Council approve Resolution No. 3793 to accept Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants in the amount of \$150,000 for eligible Projects at the Coalinga Municipal Airport to include Automated Weather Observing System (AWOS) Replacement Design, Crack Seal Rehabilitation, Helipad Rehabilitation and Remark-Design, Install 4 Runway Guidance Signs for Runway 12/30-Design.

II. BACKGROUND:

In general, AIP funds can be used for airport planning projects and most airport capital improvements or repairs, except for terminals, hangars, and non-aviation development. Also, the AIP funds can be used on runway, taxiway, and apron pavement maintenance. All projects must be shown on the current FAA-approved Airport Layout Plan justified by the aviation demand at the airport and must meet Federal standards, environmental and procurement requirements.

III. DISCUSSION:

Projects to be completed with FAA AIP grant funds include replacement of the Automated Weather Observing System (AWOS) Automated Weather Observing System (AWOS) Replacement Design, Crack Seal Rehabilitation, Helipad Rehabilitation and Remark-Design, Install 4 Runway Guidance Signs for Runway 12/30-Design.

IV. ALTERNATIVES:

1. Approve Resolution No. 3793
2. Do not approve Resolution No. 3793

V. FISCAL IMPACT:

The City's matching share of FAA Airport Improvement Program grants will be 10 % of the total projects (\$16,700) and has been budgeted for FY 2017-2018.

ATTACHMENTS:

File Name	Description
<div data-bbox="164 163 185 195" data-label="Image"></div> RESOLUTION_NO_3793_FAA_GRANT__10-19-2017.docx	RESOLUTION NO 3793 FAA GRANT 10-19-2017

RESOLUTION NO. 3793
A RESOLUTION OF THE CITY OF COALINGA CITY COUNCIL
TO ACCEPT FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM
GRANTS FOR ELIGIBLE PROJECTS AT THE
COALINGA MUNICIPAL AIRPORT

WHEREAS, the City of Coalinga has been awarded Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant for airport development project at the Coalinga Municipal Airport totaling \$166,700; and

WHEREAS, the FAA AIP grants request will be for \$150,000 (90 percent of total project costs); and

WHEREAS, the City of Coalinga may be required to provide the 10 percent local match for the total project costs, not to exceed \$16,700.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Coalinga,

1. Authorizes and directs the City to apply for and FAA Airport Improvements Program grants in the amount of \$150,000 for airport projects at the Coalinga Municipal Airport, and
2. Authorizes accepting the allocation of such grant funds from the FAA for projects at the Coalinga Municipal Airport,

BE IT FURTHER RESOLVED, that the City Council of the City of Coalinga does hereby authorize the City Manager or his or her designee (Airport Manager) to sign Grant Agreements and any other documents required to apply for and accept these funds on behalf of the City of Coalinga, on such terms and conditions as he/she deems acceptable and in the best interest of the City.

PASSED AND ADOPTED, by the City of Coalinga City Council at a regularly scheduled meeting held on this **19th day of October 2017**.

AYES:

NOES:

ABSTAIN:

ABSENT:

Nathan Vosburg, Mayor

City Clerk/Deputy City Clerk

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Approve Bid Award for 2017 Pavement Management Program Project No. PW 17-005
Meeting Date: October 19, 2017
From: Marissa Trejo, City Manager
Prepared by: Pete Preciado, Public Works & Utilities Director

I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

Award a Contract in the amount of \$675,120.00 to VSS International, Inc. for the 2017 Pavement Management Program, Project No. PW 17-005.

II. BACKGROUND:

In June 2017, the Coalinga City Council directed staff to prepare engineering plans and specifications and authorized a call for bids for the 2017 Pavement Management, Program, Project No. PW 17-005. The project included installation of approximately 54,396 Square Yards of Cape Seal, 51,993 Square Yards of Chip Seal, 105,692 Square Yards of Type II Slurry Seal and 1 Rectangular Rapid Flashing Beacon (RRFB). The pavement maintenance will be performed in various locations throughout the city as shown on Attachment's "B", "C", "D", and "E".

There is \$500,000 budgeted from Measure C for the Street portion of the project and \$30,000.00 budgeted from Measure C for the RRFB. The contract requires an additional \$18,825.00 be added to the \$30,000.00 budget to fund the RRFB's as shown on Attachment "B".

Section 00420 of the Bidding Document allows for the City to increase/decrease a contract by twenty-five (25%) of the original bid quantity in order to keep construction costs within the City's budgeted amount.

III. DISCUSSION:

City Staff received and opened three bids for this project on October 10, 2017, at 2:00 p.m. VSS International, Inc. was the apparent low bidder with a total bid proposal of \$675,120.00. The original budget was \$530,000.00 with an additional \$18,425.00 to be added to cover the RRFB's bringing the new budget to \$548,825.00. The entire bid summary and project exhibit are included as Attachment "A", "B", "C", "D", and "E". VSS International, Inc. has furnished the required bid bond. If the City Council decides to award the project to VSS International, Inc. and the "Notice to Proceed" is issued, the contractor will have 30 working days to complete the work. The following is a tentative schedule:

Award of Contract:	October 19, 2017
Start of Construction:	November 6, 2017
Completion of Construction:	December 19, 2017

IV. ALTERNATIVES:

Coalinga City Council to award the contract and authorize the Mayor and City Clerk to execute the Public Works Agreement in the amount of \$675,120.00.

The alternative to this council action would be to reject all bids. If all bids are rejected, the City would have to re-advertise or cancel the project. Staff believes that re-advertising the project will not result in lower bids.

V. FISCAL IMPACT:

Total authorization request for this contract is \$675,120.00. This project is funded by Measure C funds. There will be no fiscal impact to the General Fund.

There will be a deductive Change Order Issued after award, within allowable twenty-five (25%) per the contract documents to stay within the budgeted amount of \$548,825.00.

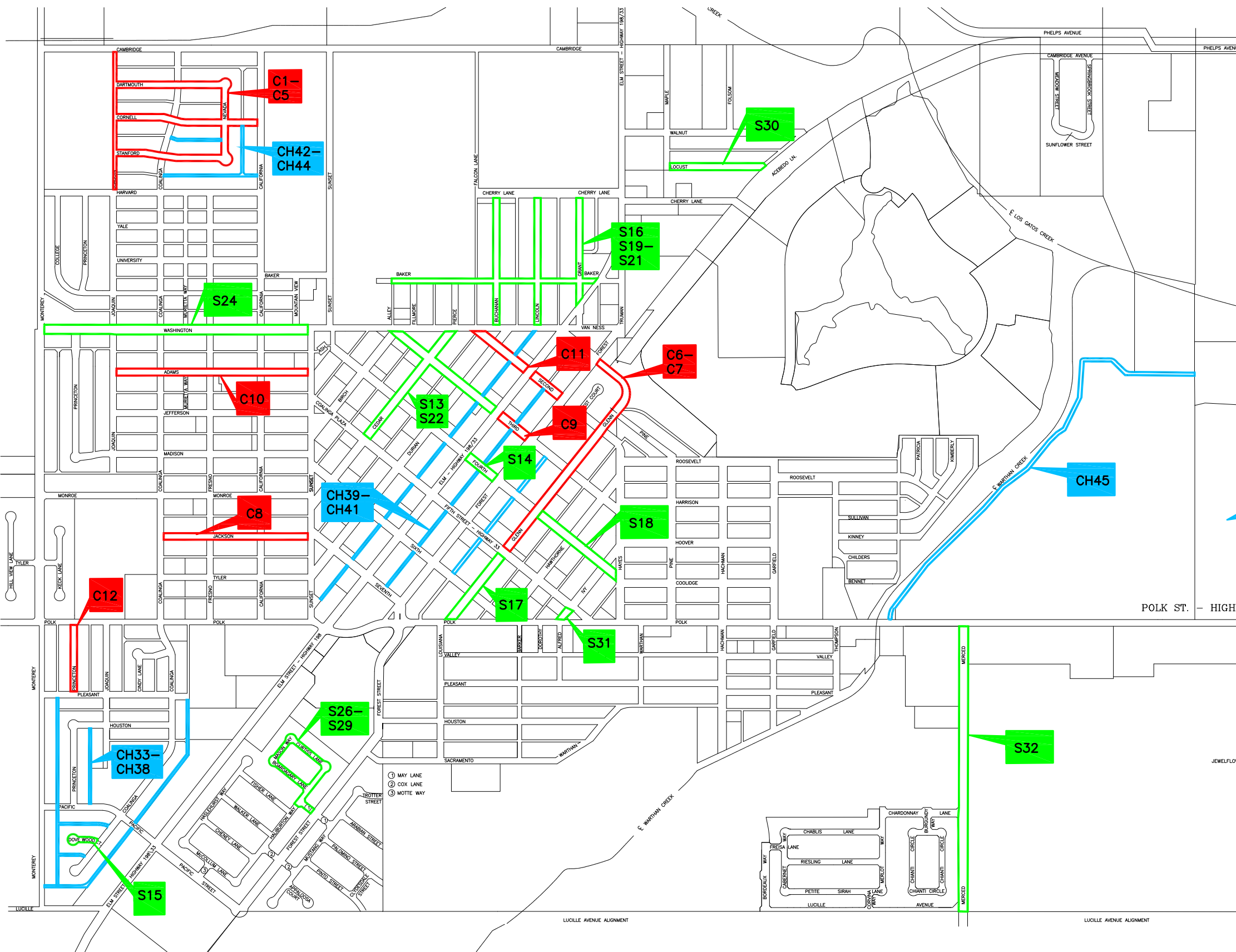
ATTACHMENTS:

File Name	Description
2706_Bid_Summary.pdf	2706 Bid Summary
2706_Slurry_Exhibit_Sht_1_Downtown.pdf	2706 Slurry Exhibit Sht1 Downtown
2706_Slurry_Exhibit_Sht_2_Cody.pdf	2706 Slurry Exhibit Sht2 Cody
2706_Slurry_Exhibit_Sht_3_Palmer_R1.pdf	2706 Slurry Exhibit Sht3 Palmer R1
2706_Washington_and_California_RRFB_Add_Alt_1.pdf	2706 Washington and California RRFB Add Alt1

City of Coalinga
2017 Pavement Management Program

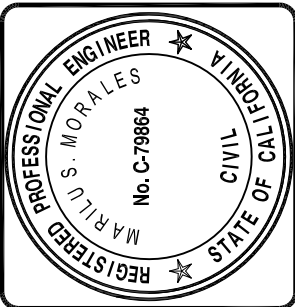
ATTACHMENT "A" Bids 1-3

Base Bid Items					1 VSS International, Inc.		2 California Pavement Maintenance		3 Telfer Pavement Technologies, LLC	
Item	Description	Unit	Qty.	City Budget	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1		\$ 6,069.71	\$ 6,069.71	\$ 45,000.00	\$ 45,000.00	\$ 45,800.00	\$ 45,800.00
2	TRAFFIC CONTROL	LS	1		\$ 11,575.00	\$ 11,575.00	\$ 55,000.00	\$ 55,000.00	\$ 100,000.00	\$ 100,000.00
3	DUST CONTROL	LS	1		\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
4	STRIPING AND PAVEMENT MARKING	LS	1		\$ 32,916.45	\$ 32,916.45	\$ 62,600.00	\$ 62,600.00	\$ 62,750.00	\$ 62,750.00
5	CAPE SEAL	SY	54,396		\$ 4.49	\$ 244,238.04	\$ 3.65	\$ 198,545.40	\$ 3.85	\$ 209,424.60
6	CHIP SEAL	SY	51,993		\$ 2.72	\$ 141,420.96	\$ 1.97	\$ 102,426.21	\$ 2.45	\$ 127,382.85
7	TYPE II SLURRY SEAL	SY	105,692		\$ 1.77	\$ 187,074.84	\$ 1.70	\$ 179,676.40	\$ 1.65	\$ 174,391.80
8	RECTANGULAR RAPID FLASHING BEACON	LS	1	\$ 30,000.00	\$ 48,825.00	\$ 48,825.00	\$ 37,000.00	\$ 37,000.00	\$ 55,000.00	\$ 55,000.00
Base Bid Summary				\$ 530,000.00		\$ 675,120.00		\$ 682,748.01		\$ 784,749.25

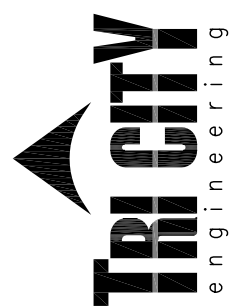


- LEGEND:
- INDICATES CHIP SEAL LOCATIONS
 - INDICATES CAPE SEAL LOCATIONS
 - INDICATES SLURRY SEAL TYPE II LOCATIONS
 - INDICATES SPECIFICATIONS TABLE OF CONSTRUCTION SITES LOCATION SITE NUMBER

DATE	APPRD.	REVISION



Tri City Engineering, Inc.
Engineers
4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074
www.TriCityEngineering.com

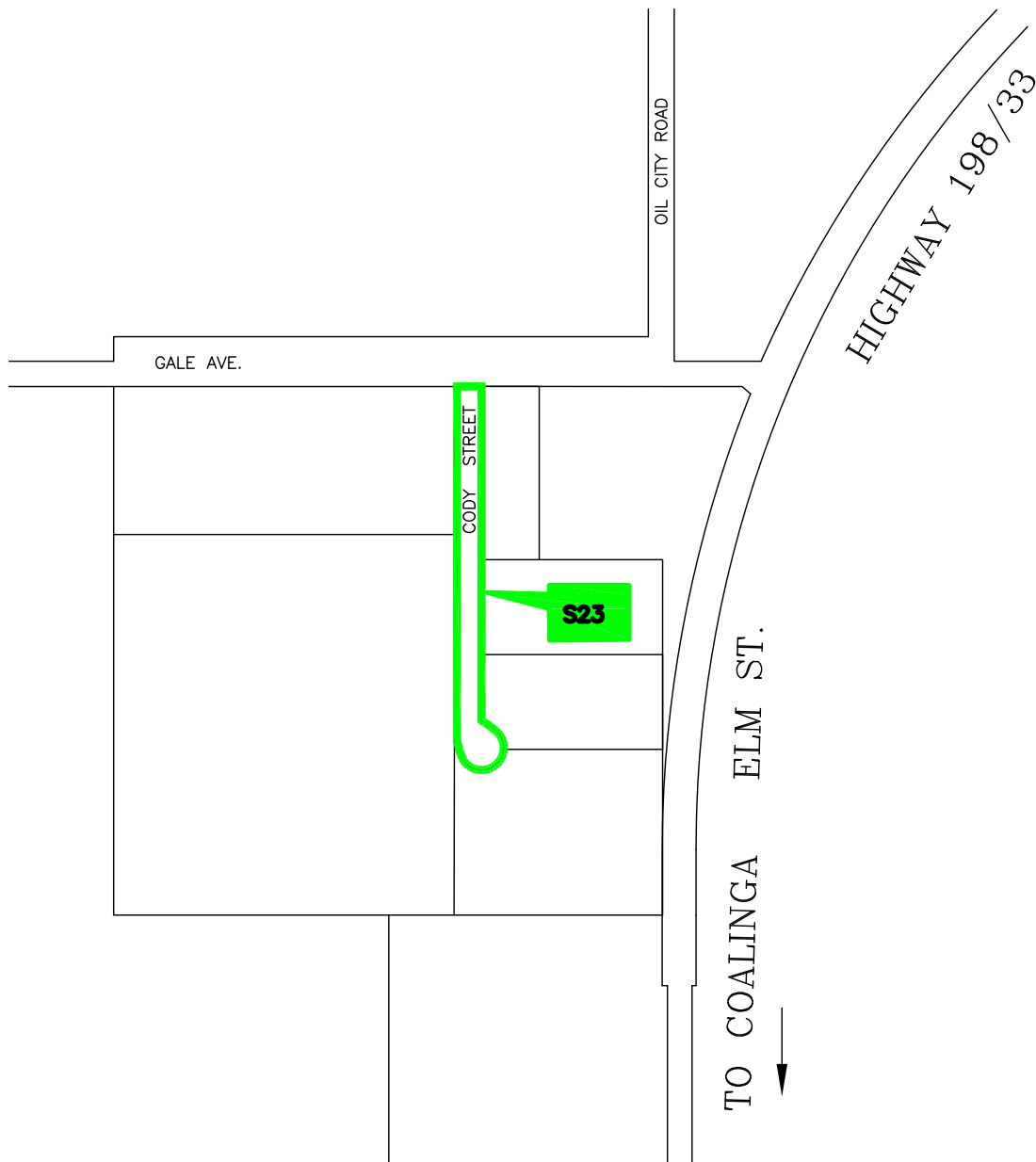


2017 PAVEMENT MAINTENANCE PROGRAM PW 17-005





Scale: 1"=NTS
Date: 2017.Sep.21
Drwn: DJ
Chckd: DEJ
JN#: 2706

2017 PAVEMENT MAINTENANCE PROGRAM

PW 17-005



LEGEND:

-  INDICATES CHIP SEAL LOCATIONS
-  INDICATES CAPE SEAL LOCATIONS
-  INDICATES SLURRY SEAL TYPE II LOCATIONS
-  INDICATES SPECIFICATIONS TABLE OF CONSTRUCTION SITES LOCATION SITE NUMBER



SHEET 2 OF 4 SHEETS

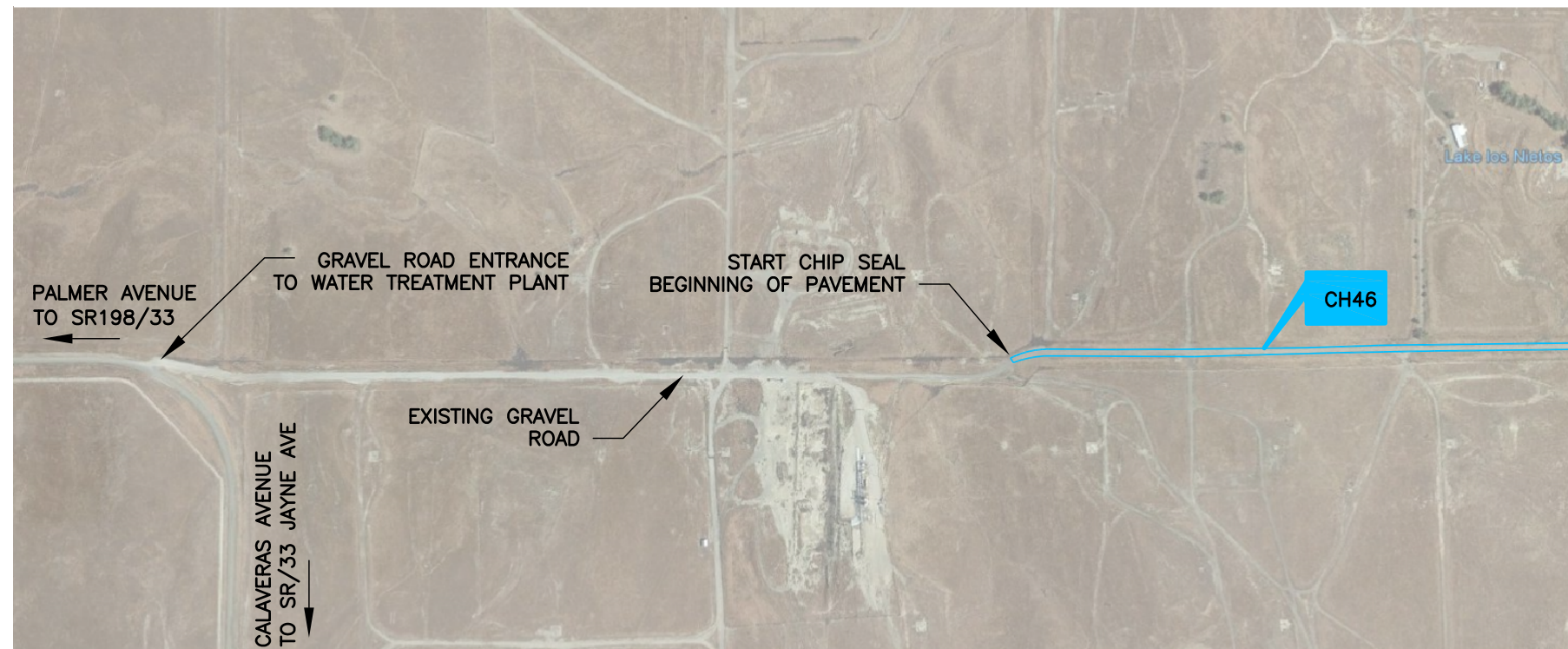


Tri City Engineering, Inc.
Engineers Surveyors

4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074
www.TriCityEngineering.com

DATE	APPRVD.	REVISION
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____

Scale: 1"=NTS
Date: 2017.Sep.21
Drwn: DJ
Chckd: M.M.
JN#: 2706

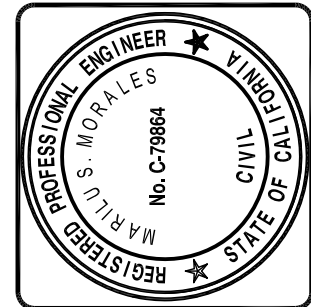


LEGEND:

- INDICATES CHIP SEAL LOCATIONS
- INDICATES CAPE SEAL LOCATIONS
- INDICATES SLURRY SEAL TYPE II LOCATIONS
- CH45 INDICATES SPECIFICATIONS TABLE OF CONSTRUCTION SITES LOCATION SITE NUMBER



DATE	APPRVD.	REVISION



Tri City Engineering, Inc.
Engineers
Surveyors

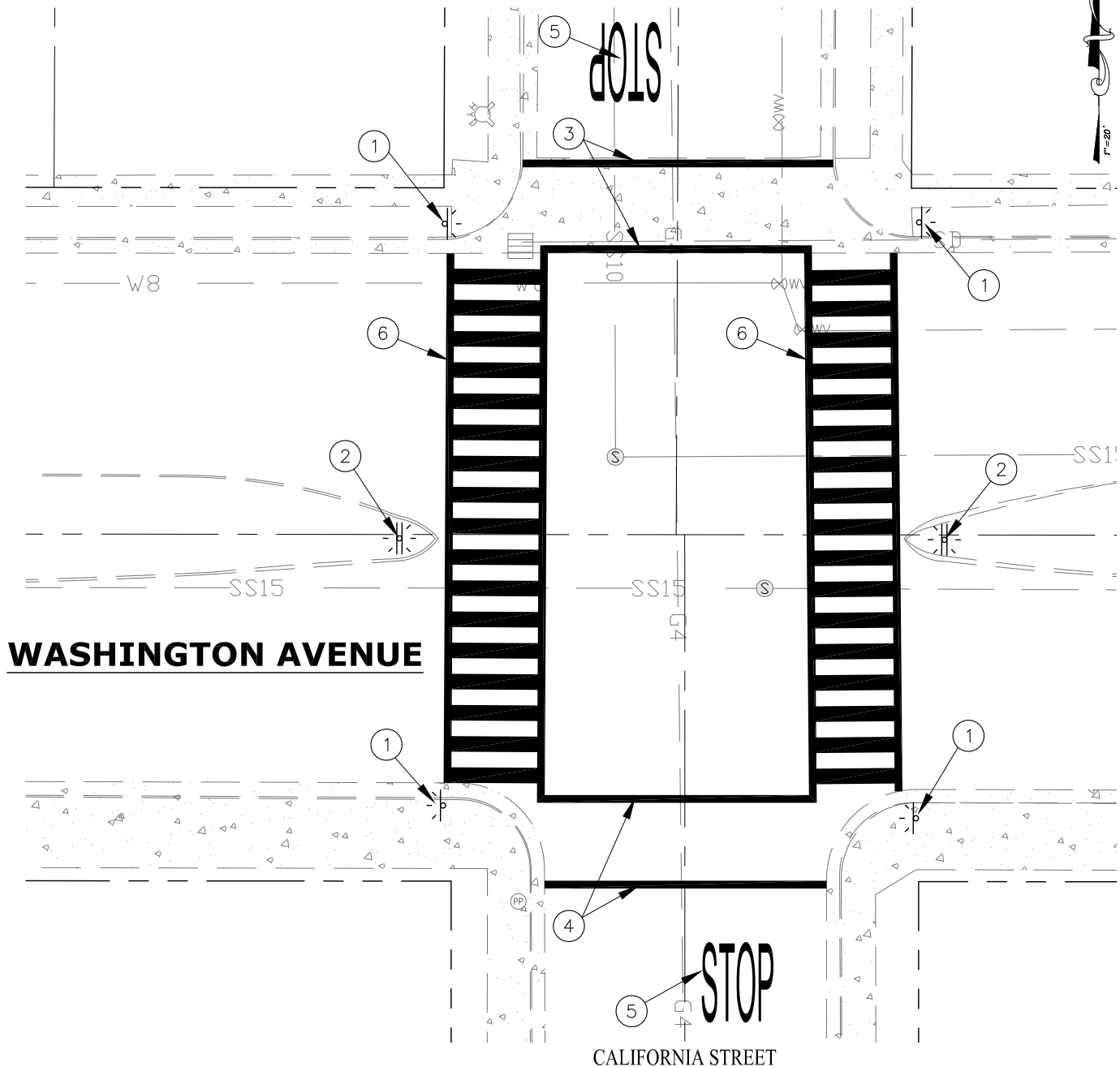
4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074
www.TriCityEngineering.com

Scale:	1"=NTS
Date:	2017.Sep.26
Drwn:	DJ
Chckd:	DEJ
JN#:	2706

2017 PAVEMENT MAINTENANCE PROGRAM PW 17-005

2017 PAVEMENT MAINTENANCE PROGRAM PW 17-005

RRFB AT WASHINGTON AND CALIFORNIA



MARKING/SIGNAGE CONSTRUCTION NOTES:

- ① INSTALL W11-2 AND W16-7P SIGNS ON NEW 2" SCH. 40 GALV. PIPE PER CITY STD. A-11. INSTALL CARMANAH R920 SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) WITH SINGLE LIGHTBAR, BULLDOG PPB PUSH BUTTON ACTUATOR AND MOUNTING HARDWARE FOR 2" SCH. 40 POLE.
- ② INSTALL TWO W11-2 AND TWO W16-7P SIGNS ON NEW 2" SCH. 40 GALV. PIPE PER CITY STD. A-11. INSTALL CARMANAH R920 SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) WITH DUAL LIGHTBARS AND MOUNTING HARDWARE FOR 2" SCH. 40 POLE.
- ③ INSTALL 12" WIDE YELLOW THERMOPLASTIC CROSSWALK STRIPING.
- ④ INSTALL 12" WIDE WHITE THERMOPLASTIC CROSSWALK STRIPING.
- ⑤ INSTALL THERMOPLASTIC "STOP" PAVEMENT MARKING WORD MARKING.
- ⑥ 24" WIDE YELLOW "LADDER" THERMOPLASTIC CROSSWALK STRIPING,

SHEET 4 OF 4 SHEETS



Tri City Engineering, Inc.
Engineers Surveyors

4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074
www.TriCityEngineering.com

DATE	APPRVD.	REVISION
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____

Scale: 1"=20'
Date: 2017.Sep.21
Drwn: A.S.
Chckd: M.M.
JN#: 2706

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Declare Old Police Department Furniture and Equipment as Surplus Property and Donate to the Coalinga Community Foundation
Meeting Date: October 19th, 2017
From: Marissa Trejo, City Manager
Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Staff recommends Council declare excess office furniture and equipment as surplus property.

II. BACKGROUND:

Over the past 3 months, the Police Department has been updating its 25-year-old furniture and equipment and is in need to surplus the old items.

III. DISCUSSION:

Staff recommends Council declare 3 Stand up file cabinets, 1 wooden bookshelf, one six-foot desk, obsolete telephone equipment, obsolete computer equipment, and a non-operating refrigerator as surplus and authorize the Police Department to properly dispose of the surplus. Surplus items of value will be donated to the Coalinga Community Foundation. Non operable items will be disposed of in the appropriate trash.

IV. ALTERNATIVES:

Council can decide to keep the furniture and allow it to take up space in the overflow evidence room.

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name

Description

No Attachments Available

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Review Agreement between the City of Coalinga and the Hope Foundation to Provide Spay and Neuter Services to Animal Control and Authorize City Manager to Execute

Meeting Date: October 19th, 2017

From: Marissa Trejo, City Manager

Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Review and authorize City Manager to sign an agreement between the City of Coalinga and the Hope Foundation to provide spay and neuter services to Animal Control.

II. BACKGROUND:

This item is part of the execution of the comprehensive plan provided to Council in September to provide improved service to the City by the Coalinga Police Department's Animal Control Unit.

III. DISCUSSION:

In September, staff provided a comprehensive report on the state of Animal Control Services in the Coalinga. One of the requests in that report was to make Coalinga a mandatory spay and neuter city. That report was well received and staff has begun the process of implementing some of the regulations. For the spay and neuter piece, the department has been looking for resources. In consultation with experts in the field, the Hope foundation has been selected as the agency best suited to accomplish the mission and is cost effective. Contact has been made and the attached services contract is being requested. The contract has been reviewed and approved by the City Attorney.

IV. ALTERNATIVES:

Do not approve the contract and direct staff to find an alternative solution.

V. FISCAL IMPACT:

Services will be paid for by current budgetary resources.

ATTACHMENTS:

File Name	Description
□ Organizational_Contract_2016.docx	Contract

HALT OVERPOPULATION WITH PREVENTION AND EDUCATION



Low Cost Spay & Neuter Clinic

5490 W. Spruce Avenue • Fresno, CA 93722

www.hopeaf.com • (559) 271-0209

*Our mission is to help control the unwanted pet population through spaying and neutering, not killing, and to decrease the number of abandoned, injured and abused dogs and cats through prevention and education. It is the Foundation's belief that through prevention (spay and neuter) and public education, **we can save lives.***

ORGANIZATIONAL CONTRACT

The goal of the Fresno H.O.P.E. Animal Foundation Low Cost Spay & Neuter Clinic is to reduce the future generations of unwanted animals through the non-lethal solution of surgical sterilization. In addition, by requiring a rabies vaccine for all pets over the age of four (4) months, we hope to help prevent the occurrence of rabies.

H.O.P.E. provides two separate types of sterilization services to organizations:

- 1.) The sterilization of **SHELTER/RESCUE** owned pets that are not owned by individuals in the community.
- 2.) The sterilization of pets owned by members of the **PUBLIC** that are recruited and transported under the organization.

WHAT YOU NEED TO GET STARTED:

- Surgery Admission Forms
 - Purchase from H.O.P.E. - \$40 for 250 forms, or \$5 for 25 forms
- Disposable name collars
 - Collars should accompany each animal and be marked with the name of the organization and the name of the pet (in the case of shelter owned animals, an ID number is acceptable, in the case of public animals, the name of the pet and the last name of the owner should be used)
 - Please do not use pink or yellow collars, as our staff uses these colors to identify specific animals.
- Crates
 - Each pet should come in their own separate crate unless pre-approved by H.O.P.E. administration.
 - All crates must be labeled (masking or painter's tape works well) on the top of the crate with the name of the organization and the name of the pet. This should match the pet's name collar and the paperwork.
 - ALL crates MUST be lined with newspaper.

WHAT WE NEED TO GET YOU STARTED:

- A copy of the initial/signature page (page 7) of this contract signed by your organization.
- A copy of the "Organization Services Preference Sheet" filled out by your administration.
- A copy of your organizations 501(c)3 paperwork (for non-profits). If you are a government agency or animal control agency, other paperwork may be required.
- A method of payment
 - H.O.P.E. requires that all services be paid for by the organization at the time that their animals are picked up. Acceptable methods of payment include credit/debit cards (VISA, Discover, or Mastercard), or cash. We do NOT accept checks from organizations as a general rule.

- We ask that all organizations keep a credit card on file with us, but if you prefer to pay cash you are welcome to arrange that with our Office Manager. All organizations must still have a credit card on file unless otherwise arranged and will be responsible for keeping this card updated.
- If you are a government agency or animal control agency that requires purchase requests or payments be submitted via specific channels, we are happy to work with your agency on a monthly billing cycle.
- This information should be emailed to our Office Manager, Tawnya Combe at tcombe@hopeaf.com. Please note in this email whether you will be sending shelter owned, public owned, or both types of pets and an approximate amount of appointments your organization is looking to schedule.

PRICING

- Rescue/Shelter owned pets are given a discounted rate for services. Please see the attached “Organizational Price List” for more specific pricing.
- Public owned pets are subject to regular pricing. Please see attached “Price List” for more information.

A note about vaccines: H.O.P.E. requires that all pets over 4 months of age be rabies vaccinated in order to have surgery. Your organization may choose to do this at the time of surgery for an additional charge, or have the vaccine given by another licensed veterinarian. If the animal is not receiving a rabies vaccine from us, **we will require that written proof** (a rabies certificate signed by the veterinarian) is attached to that pet’s admission form. Other vaccines and services are available upon request but not required.

THE PROCESS:

SCHEDULING

- We will need animal count broken down by the following:
 - Male cats
 - Female cats
 - Male dogs under 40 lbs
 - Female dogs under 40 lbs
 - Male dogs between 40-60 lbs
 - Female dogs between 40-60 lbs
 - Dogs over 60 lbs (with gender)
- We **HIGHLY** recommend that all organizations choose a specific day of the week/month and reserve appointments based on anticipated scheduling (for example, every Wednesday or every second Tuesday of the month).
- If you have a regularly scheduled appointment day, **confirmed numbers must be submitted no later than 2 business days** prior to your appointment date (please note that H.O.P.E. is closed Friday, Saturday, and Sunday).
- If you do NOT have a regularly scheduled appointment date, an appointment should be scheduled **no later than one week in advance, with confirmed numbers submitted no later than 2 business days prior to the appointment.**

PAPERWORK

- For **SHELTER/RESCUE** owned pets:
 - Each pet must have a separate Surgery Admission Form filled out by your staff. **All information on this form must be filled out** (including how long you have had the pet, whether it has had puppies/kittens, where the pet was obtained, etc.) or the pet will not have surgery.
 - Each pet must have a name or ID number on the Admission Form that matches the name/ID number on the pet’s disposable name collar and the label on the pet’s crate.
 - If the pet is considered a high risk patient (please see section on high risk surgeries), you may be asked to sign an additional “High Risk Surgery Form” at the doctor’s discretion.
 - Please be sure that the bottom of the form is signed and that the **phone number listed on the form is the best number to reach someone in case of an emergency.**

- For **PUBLIC** owned pets:
 - It is very important that the owner of the pet read and understand the Surgery Admission Form.
 - Each pet must have a separate Surgery Admission Form filled out by the owner of the pet. **All information on this form must be filled out** (including how long they have had the pet, whether it has had puppies/kittens, where the pet was obtained, etc.) or the pet will not have surgery.
 - Each pet must have a name or ID number on the Admission Form that matches the name/ID number on the pet's disposable name collar and the label on the pet's crate.
 - On the bottom of the Surgery Admission Form there are three options for owners to select when it comes to high risk patients. **The owner must initial ONLY ONE of these lines:**
 - The first should be initialed if the owner does NOT wish to receive a call should the pet be deemed high risk by our staff. We will proceed with surgery regardless of the increased risk, unless the veterinarian feels it is necessary to call the owner or decline the pet.
 - The second should be initialed if the owner DOES wish to receive a call should their pet be deemed high risk. Please note that this includes known high risk factors such as pregnancy, being in heat, advanced age, etc. (please see section on "high risk patients" for a more complete list). If our staff is unable to reach the owner via the phone numbers listed on the Admission Form, the pet **WILL NOT HAVE SURGERY**, even if the owner was already aware that the pet was "high risk".
 - The third should be initialed if the owner would like us to NOT perform surgery on their pet should they be deemed high risk by our staff. In this case, the owner will not be called, and the pet will NOT have surgery.
 - If the pet is known to be aggressive, please have the owners fill out a "Caution Animal Form" (this can be found on our website or obtained from our Office Manager).
 - If the pet is a cat receiving a combo test for FeLV/FIV, please have the owners fill out a "FIV/FeLV Test Form" (this can be found on our website or obtained from our Office Manager).
 - Please be sure that the phone numbers listed on the Surgery Admission Form are the best numbers to reach the owner during the time that their pet will be in our clinic's care. **It is VERY important that owners be able to answer the phone should our staff have any questions or concerns.**
 - **Please see attached examples of both public and shelter Admission Forms.**

SURGERY REQUIREMENTS

- Pets must be **at least 8 weeks old AND weigh at least 2 pounds** in order to qualify for surgery.
- Pets should be in good overall health. Animals that are found to be coughing, sneezing, have vomited or had diarrhea (that is not due to car sickness) will be declined for surgery at the doctor's discretion.
- Male cryptorchid (at least one undescended testicle) dogs and cats may be declined for surgery at the discretion of the veterinarian. H.O.P.E. generally will not perform cryptorchid surgery on puppies and kittens less than 9 months of age.
- Female dogs that are pregnant or in heat are still able to have surgery, so long as the pet is in good overall health and the owner or organization is aware that the surgery is being performed at an increased risk.
- Post-partum pets (female dogs and cats that have had puppies/kittens):
 - Cats must have had their last litter at **LEAST 3 months** prior to surgery, and should not be lactating.
 - Dogs must have had their last litter at **LEAST 4 months** prior to surgery, and should not be lactating.
- H.O.P.E. will not perform surgery on pets that have had a prior cesarean section or other abdominal surgery.
- **H.O.P.E. veterinarians reserve the right to decline a pet for surgery for any reason.**

PRE-OPERATIVE CARE INSTRUCTIONS

- Pets over 12 weeks of age should not have food after 9:00pm the night before surgery.
- Pets under 12 weeks may have food up to 6:00am the morning of surgery.
- All pets should continue to have access to fresh water until morning.

- Pets should be as clean as possible prior to surgery. It is very difficult to create a sterile surgical area if an animal is very soiled. We understand that this is not always possible in shelter situations, but please be aware.

DROP- OFF AND PICK-UP INSTRUCTIONS

- Drop-off
 - Animals must be at the clinic no later than 9:15am in order to be accepted for surgery.
 - Transported animals are brought into the clinic through the “back” door on the east side of the building.
 - There is a “loading zone” where a transport vehicle may remain parked during loading/unloading.
 - **Dogs in crates are to be lined up and stacked along the wall** in the hallway immediately inside the building.
 - **Cats are to be stacked in exam room 3 or 4** (on the left when coming in the door)
 - **All Admission Forms should be given to Tawnya, Office Manager**, whose office is located on your left directly after the dog scale.
 - **It is HIGHLY recommended that someone stay with the animals until they are all checked in.** If you choose not to stay and an animal gets declined for surgery, a boarding fee of \$10 will be assessed. If you wait and take any declined animals with you when you leave, this fee will not apply.
- Pick-Up
 - Pets will be transferred back to their respective crates the morning after surgery (Monday-Wednesday surgeries) or the same afternoon (Thursday surgeries).
 - Crates will be located in the Transport Room to the left of the “back” door, or in the gated area directly to the right of the loading area.
 - Pets may be picked up from these areas at **8:00am the morning following surgery if the surgery was performed on a Monday, Tuesday, or Wednesday.**
 - Pets must be picked up between **4:00pm and 4:30pm the same afternoon if surgeries are performed on a Thursday.**
 - **See Tawnya before you leave to pick up your paperwork and pay any charges due.**
- Transport
 - H.O.P.E. offers transportation services using either our cargo van or our temperature controlled box truck at the following rates:
 - **\$1.00/mile for the cargo van** (average of 25-35 animals depending on size, with a minimum of 25 animals needed)
 - **\$1.50/mile for the box truck** (average of 35-85 animals depending on size, with a minimum of 30 animals needed)
 - A **minimum of 25 animals** are needed in order to schedule a transport. Charges will be included in billing.
 - If you are interested in requesting a H.O.P.E. transport, please contact our clinic for more information.

HIGH RISK PETS AND HEALTH CONSIDERATIONS:

HIGH RISK PETS

- Some pets will be considered to be at higher than normal risk for surgery. This could be due to previous health condition, the pet’s history, age, or any number of factors discovered upon examination.
- Examples of High-Risk Factors:
 - **Pregnancy:** Suspected or known (doctor will require an IV catheter for late term pregnancy termination)
 - **In Heat**
 - **Post-partum:** If they have EVER had a litter of puppies/kittens, or are suspected to have had a litter (if history is unknown).
 - **Lactating**

- **Cryptorchid:** One or both of the testicles are not descended
 - H.O.P.E. will perform surgery on cryptorchid dogs over 6 months of age if the other testicle can be located upon examination.
 - H.O.P.E. will perform surgery on cryptorchid cats at the doctor's discretion
- **Unknown History:** The owner has had the dog/cat less than one year
- **Age:** Any dog/cat over 5 years of age
- **Weight:** Overweight or obese dogs/cats
- **Breed:** High-risk breeds can include Yorkies, Dobermans, Great Danes, Greyhounds, Brachycephalic/short nose Breeds (cats- Persian, dogs- Pugs, French Bulldogs, English Bulldogs, Boston Terriers, Pekinese, etc.)
- **Large Breed Sexually Mature Female:** Any adult, large breed female
- **Skin Conditions/Injuries**
- **Heart Murmur:** If known
- **Previous Surgeries:** Any previous surgeries that might impact spay/neuter (i.e. abdominal surgeries, c-sections, etc)
 - H.O.P.E. will generally not perform surgery on any dog with a history of a c-section.

SURGICAL CONCERNS

- **ALL surgery has inherent risk.** Sterilization surgery is a major surgery and we do everything in our power to ensure the safety of our patients. Statistically, we have an extremely low rate of complications; however, there is always the possibility of surgical issues.
- **H.O.P.E. offers FREE re-checks** to both the public and to shelters/rescues. If you are at all concerned with how your pet is healing from surgery, please do not hesitate to contact us or bring them in.
- There is **NO appointment** necessary for a re-check examination. We will accept re-checks anytime we are open, though the optimal hours are between 10am-4pm. We will examine the pet at no charge and will address any medical needs or prescribe appropriate medications at extremely reduced cost.
- That being said, H.O.P.E. **WILL NOT be held responsible for veterinary care received at another facility.**
- If you are an organization that adopts out animals, please note that YOU are our client, not the adopter. This means that we cannot legally give the adopter information and that your organization is responsible for all contact with us. If there are surgical complications post-adoption, we are more than happy to see the pet for a re-check, but all communication will be between our clinic and your organization. H.O.P.E. will not be held financially liable for veterinary care sought by adopters at another facility post-surgery.

VACCINATIONS

- H.O.P.E. is not a full service practice and we do not see sick animals, however, we are a high-volume clinic. Therefore, we **HIGHLY recommend that all pets are vaccinated** for contagious diseases such as parvovirus, distemper, and bordetella prior to having surgery.
- H.O.P.E. staff does everything we can to reduce pet's exposure to illness, which is why we ask that organizations **NOT bring animals into the facility that they believe may have contagious diseases.**
- Should an animal present with symptoms that are suspicious of parvovirus (i.e. bloody diarrhea, lethargy, vomiting, etc.), the pet will be tested at the cost of the organization.
- **H.O.P.E. cannot be held responsible for any illnesses appearing after surgery** for which the animal was not properly vaccinated. If the pet was properly vaccinated prior to exposure, our staff will gladly point you in the direction of the vaccine manufacturer that most likely has a vaccine guarantee.
- **H.O.P.E. requires every pet over the age of 4 months to have a current rabies vaccination.** This may be done at the time of surgery for an additional charge, or the organization may choose to attach a signed rabies certificate to the pet's Admission Form.
- **Pets that do not have a rabies certificate attached to their Admission Form that are over 4 months of age will be given a rabies vaccine at the time of surgery.**

OTHER SERVICES

- In addition to spay/neuter services, H.O.P.E. offers a variety of basic services at the time of surgery.
- These include the following:
 - Cats-
 - FVRCP vaccine
 - FeLV vaccine
 - FIV/FeLv testing
 - Ear Mite Treatment
 - Dogs-
 - DA2PP vaccine (parvo/distemper)
 - Bordetella vaccine (kennel cough)
 - Coronavirus vaccine
 - Rattlesnake vaccine
 - Leptospirosis vaccine
 - Heartworm testing
 - All pets-
 - Flea/tick treatment
 - Deciduous (retained baby) tooth removal
 - Nail trim
 - Microchipping
 - Open umbilical hernia repair
 - IV catheter and fluid therapy (required for late term pregnant pets)
 - Pre-Operative blood panel (\$35)
- If your organization has questions on additional services, please do not hesitate to ask our staff.
- If an animal is found to have fleas, mites, ticks, or worms and is owned by a member of the public, that pet **WILL BE TREATED at an additional cost.**
- There may be additional costs associated with pets that are found to be pregnant, in heat, lactating, aggressive, or cryptorchid.

Please initial and sign the following and submit it to H.O.P.E., along with a copy of your organization's 501(c)3 paperwork (unless a government agency or animal control agency), a copy of the "Organization Preferences" sheet, and a preferred method of payment.

NAME OF ORGANIZATION: _____

_____ I understand that by sending animals to H.O.P.E. Animal Foundation I agree to abide by all of the policies and procedures set forth in this contract.

_____ I understand that all surgery has inherent risk, and that H.O.P.E. performs **FREE** re-checks and discounted medical services on pets who have had surgery at their facility, and I will not hold H.O.P.E. Animal Foundation responsible for veterinary care received at another facility.

_____ I understand that H.O.P.E. Animal Foundation will not be held responsible for illnesses that appear after surgery for which the animals was not properly vaccinated.

_____ I agree to keep my organization's credit card and contact information up to date and to notify H.O.P.E. of any changes.

_____ I understand that H.O.P.E. requires all pets over 4 months of age to receive a rabies vaccine, and that if a signed rabies certificate is not attached to the Admission Form, my pet will receive a rabies vaccine at an additional charge.

_____ I understand that there will be additional charges if pets are found to be pregnant, lactating, aggressive (if public), in heat (if public), cryptorchid, or found to have fleas, mites, ticks, or worms (if public).

_____ (If the organization plans to bring public owned animals) I understand that my organization's staff is responsible for ensuring that pet owners read, understand, and sign the Surgery Admission Form.

I have read and understand the Fresno H.O.P.E. Animal Foundation Low Cost Spay & Neuter Clinic's Organizational Contract and agree to the terms and conditions.

Signature

Date

Contact

Email Address

Organization

Phone Number

Address

Fax Number

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Review and Approve Agreement between the City of Coalinga and the Kings County Sheriffs Office for Animal Control Consultation Services

Meeting Date: October 19, 2017

From: Marissa Trejo, City Manager

Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Review and Approve Agreement between the City of Coalinga and the Kings County Sheriffs Office to train Animal Control Officers. Allow the City Manager to sign the agreement.

II. BACKGROUND:

The Police Department is currently recruiting and has hired an animal control officer to fill its vacancies. The Department does not possess staff that can adequately train new employees in animal control procedures. The Police Department gave Council an overview of a reorganized Animal Control Unit with an upgraded training program. This item furthers that goal.

III. DISCUSSION:

In an attempt to improve training, and limit future liability, the Department has reached out to other agencies to provide animal control officer training. The Kings County Sheriff's office has agreed to provide in field training to new animal control employees of the City of Coalinga. This agreement allows for the training to occur and to establish the parameters of the training. The attached agreement has been reviewed by the City Attorney who approves of its content.

IV. ALTERNATIVES:

Do not approve the agreement.

V. FISCAL IMPACT:

There is no financial impact by approving the agreement.

ATTACHMENTS:

File Name	Description
 Indemnity_Agreement_Animal_Control.docx	Agreement

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

* * * * *

This Agreement to Indemnify and Hold Harmless ("Agreement") is made on the ___ day of September, 2017, ~~between: -~~ The City of Coalinga ("City"), a municipal corporation of the State of California, and the County of Kings ("County"), a political subdivision of the State of California, ~~County, agree to the following:~~

PERMISSION TO ENTER RECITALS

WHEREAS, City has a Police Department which conducts animal control operations; ~~and~~

WHEREAS, City has a need to train the employees who conduct animal control ~~operations; and~~ ~~and~~

WHEREAS, County has the expertise and instructors to train the City's animal control employees;

NOW, THEREFORE, ~~t~~The City and County agree as follows:

SERVICES PERFORMED BY COUNTY

1. County shall perform the following services ("Services") for City as they relate to the training of the City's animal control ~~services~~ employees:

- Allow ~~ing~~ Coalinga PD Animal Control to ride along with Kings County Animal Control Officers on animal control calls for service.
- Instruct Coalinga PD Animal Control in the sSafe operations of animal control equipment.
- Instruct Coalinga PD Animal Control in the sSafe operations of animal shelter equipment.

INDEMNITY AND HOLD HARMLESS

2. In exchange for the Services provided by County, City shall, to the fullest extent permitted by law, defend, indemnify, and hold County, including the elected supervisors, ~~officials~~, ~~officers~~, employees, volunteers, contractors, and agents thereof, harmless from and against any and all claims, damages, losses, injuries, and expenses that may be incurred and/or suffered by County as the result of the ~~sole~~ negligence of the City. Should it be claimed that the City is less than solely negligent, the City's duty to ~~shall~~ defend, indemnify, and hold the County harmless ~~shall be to its~~ proportionate to its share of responsibility.

ATTORNEYS' FEES

3. In the event of any controversy, claim, or dispute arising out of or relating to this Agreement or the interpretation or breach thereof, the prevailing party shall be entitled to recover

| from the other party reasonable expenses, including reasonable attorneys' fees, and costs, as determined by the court.

AUTHORITY TO ENTER INTO AGREEMENT

4. The persons below represent to the other party that each has the authority to bind their respective agency and to enter into this agreement, and has the full consent of the governing body to which they report if required.

On Behalf of:

County:

| _____
_____, Larry Spikes, County Administrator Date: _____

City:

_____, City Manager Date: _____

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Review and Accept Bid regarding the Renovation of a Portion of the Old City Hall into an Animal Shelter and Authorize City Manager to Sign Contracts and Amend the Animal Control Budget to Accomplish the Renovation.

Meeting Date: October 19th, 2017

From: Marissa Trejo, City Manager

Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Review and accept the lowest bid to convert a section of the former city hall into an animal shelter and authorize City Manager to sign contracts and to make budget modifications in support of the project.

II. BACKGROUND:

In response to the sale of the property adjacent to the former Claremont facility that houses the animal shelter, staff proposed to convert a portion of the old city hall into an animal shelter. In September, the Council approved the plan and allowed staff to begin accepting bids for the project with a not to exceed cost of \$75,000.00

III. DISCUSSION:

Staff reached out to local and out of town contractors attempting to bid the work needed. After several delays, staff was able to secure three bids for the work necessary to renovate the space. Bids ranged from a high of \$114,000.00 to a low of just over \$39,000.00. Staff recommends acceptance of the low bid and authorize City Manager to sign a contract and start the renovation. Staff also requests that the animal control budget be amended by adding \$50,000 to the capital projects line item. The excess allocation provides a 20% contingency fund and is under the earlier approved not to exceed limit.

IV. ALTERNATIVES:

Reject all bids and attempt to rebid the project.

V. FISCAL IMPACT:

Animal control budget is increased by \$50,000.00. Revenue for the increase is derived from the sale of former Animal Shelter property. Council previously approved a not to exceed amount of \$75,000. This increase is part of that \$75,000 not in addition to.

ATTACHMENTS:

File Name	Description
 CP704221.pdf	Bid 1
 COALINGA_REMODEL_FINAL_DRAFT_CAR.pdf	Bid 2
 img10032017_0001.pdf	Bid 3

ROBBIE'S CONSTRUCTION

148 Harrison St
Coalinga, CA 93210
P: 559-493-8907
robbiesconst@gmail.com



Bill To

Coalinga Police Department
msalvador@coalinga.com

Estimate CP704221

Date 09/25/2017

DESCRIPTION	QTY	RATE	AMOUNT
Cut cinder block wall to accommodate 36-inch door, remove and cap off existing communication and electrical wiring, replace damaged acoustic ceiling tiles, saw cut concrete to install (2) floor drains and epoxy entire floor (Grey color), remove existing VCT flooring and carpet, install commercial carpet (Owner choose color), remove one interior door and install Casing, install Cove Base throughout, fill in glue on ceiling tiles using existing from another room, install new half inch drywall ceiling in one room, tape, mud and texture (orange peel), patch rectangle hole in the wall with insulation and concrete, install artificial grass and 2 drains, install one hose bib to existing galvanized line, prep, prime and paint interior walls and ceilings, trim three bushes and install sod, install 9 gauge chain link fence and 3 ft pedestrian gate with slats, demo and prepare site to install a concrete ADA ramp approximately 30 ft long with galvanized handrails.		\$39,101.70	\$39,101.70

Labor and materials.

15% is due at start of work. The rest is due upon progress payments, which contractor will provide after signing.

Total

\$39,101.70

Estimate Is good for 15 days due to fluctuation in material prices.

Payment is due upon completion
2% weekly charge on any late payments.
If owner fails to pay, a mechanics lien will be place on the property.
Owner is responsible for all legal fees.

Contractor is not responsible for any unforeseen conditions .

Any work or materials that is not mentioned above is considered extra work. Extra work will increase contract price.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

By: Robert Arthurton (General Contractor)

Signature_____ Date

Signature By: _____
(Owner print name)

Signature_____ Date_____



Renaissance General Restoration Contracting Inc.

41466 Avenue 14
Madera, CA 93636
Ph: (559)292-2296
Fax: (559)822-2209
Licence #: 699082
Tax ID: 77-0376439

Insured: Coalinga Animal Shelter Remodel
Property: 170 W. Elm
Coalinga , CA 93210

Home: (559) 935-2313

Estimator: Pope, Janette

Business: (559) 292-2296

Contractor:
Company: Renaissance General
Business: 41466 Avenue 14
Madera, CA 93636

Business: (559) 292-2296

Claim Number: PRIVATE

Policy Number:

Type of Loss: <NONE>

Date Contacted: 9/21/2017

Date of Loss:

Date Received: 9/21/2017

Date Inspected: 9/21/2017

Date Entered: 9/22/2017 2:51 PM

Price List: CAFN8X_SEP17
Restoration/Service/Remodel
Estimate: COALINGA_REMODEL

SCOPE AND ESTIMATE FOR REPAIRS



Renaissance General Restoration Contracting Inc.

41466 Avenue 14
Madera, CA 93636
Ph: (559)292-2296
Fax: (559)822-2209
Licence #: 699082
Tax ID: 77-0376439

COALINGA_REMODEL

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Drywall (Bid Item)	1.00 EA	0.00	5,040.00	0.00	1,260.00	6,300.00
2. Plumbing (Bid Item)	1.00 EA	0.00	9,780.00	0.00	2,445.00	12,225.00
3. Concrete & Asphalt (Bid Item)	1.00 EA	0.00	9,168.00	0.00	2,292.00	11,460.00
4. Painting (Bid Item)	1.00 EA	0.00	17,400.00	0.00	4,350.00	21,750.00
5. Stairs (Bid Item)	1.00 EA	0.00	12,000.00	0.00	3,000.00	15,000.00
6. Electrical (Bid Item)	1.00 EA	0.00	2,820.00	0.00	705.00	3,525.00
7. Fencing (Bid Item)	1.00 EA	0.00	3,600.00	0.00	900.00	4,500.00
8. Specialty Items (Bid Item)	1.00 EA	0.00	34,557.50	0.00	8,639.38	43,196.88
Totals: Main Level				0.00	23,591.38	117,956.88
Line Item Totals: COALINGA_REMODEL				0.00	23,591.38	117,956.88

Coverage	Item Total	%	ACV Total	%
Dwelling	113,456.88	96.19%	113,456.88	96.19%
Other Structures	4,500.00	3.81%	4,500.00	3.81%
Contents	0.00	0.00%	0.00	0.00%
Total	117,956.88	100.00%	117,956.88	100.00%



Renaissance General Restoration Contracting Inc.

41466 Avenue 14
Madera, CA 93636
Ph: (559)292-2296
Fax: (559)822-2209
Licence #: 699082
Tax ID: 77-0376439

Summary for Dwelling

Line Item Total	90,765.50
Overhead	13,614.83
Profit	9,076.55
Replacement Cost Value	\$113,456.88
Net Claim	\$113,456.88

Pope, Janette



Renaissance General Restoration Contracting Inc.

41466 Avenue 14
Madera, CA 93636
Ph: (559)292-2296
Fax: (559)822-2209
Licence #: 699082
Tax ID: 77-0376439

Summary for Other Structures

Line Item Total	3,600.00
Overhead	540.00
Profit	360.00
	<hr/>
Replacement Cost Value	\$4,500.00
Net Claim	\$4,500.00
	<hr/> <hr/>

Pope, Janette



Renaissance General Restoration Contracting Inc.

41466 Avenue 14
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Ph: (559)292-2296
Fax: (559)822-2209
Licence #: 699082
Tax ID: 77-0376439

Recap of Taxes, Overhead and Profit

	Overhead (15%)	Profit (10%)	Material Sales Tax (7.975%)	Storage Rental Tax (7.975%)
Line Items	14,154.83	9,436.55	0.00	0.00
Total	14,154.83	9,436.55	0.00	0.00



Renaissance General Restoration Contracting Inc.

41466 Avenue 14
Madera, CA 93636
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Fax: (559)822-2209
Licence #: 699082
Tax ID: 77-0376439

Recap by Room

Estimate: COALINGA_REMODEL

Main Level

Coverage: Dwelling	96.19% =	90,765.50	100.00%
Coverage: Other Structures	3.81% =	3,600.00	

Subtotal of Areas

Coverage: Dwelling	96.19% =	90,765.50	
Coverage: Other Structures	3.81% =	3,600.00	

Total		94,365.50	100.00%
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Renaissance General Restoration Contracting Inc.

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Recap by Category

O&P Items			Total	%
CONCRETE & ASPHALT			9,168.00	7.77%
Coverage: Dwelling	@	100.00% =	9,168.00	
DRYWALL			5,040.00	4.27%
Coverage: Dwelling	@	100.00% =	5,040.00	
ELECTRICAL			2,820.00	2.39%
Coverage: Dwelling	@	100.00% =	2,820.00	
FENCING			3,600.00	3.05%
Coverage: Other Structures	@	100.00% =	3,600.00	
PLUMBING			9,780.00	8.29%
Coverage: Dwelling	@	100.00% =	9,780.00	
PAINTING			17,400.00	14.75%
Coverage: Dwelling	@	100.00% =	17,400.00	
SPECIALTY ITEMS			34,557.50	29.30%
Coverage: Dwelling	@	100.00% =	34,557.50	
STAIRS			12,000.00	10.17%
Coverage: Dwelling	@	100.00% =	12,000.00	
O&P Items Subtotal			94,365.50	80.00%
Overhead			14,154.83	12.00%
Coverage: Dwelling	@	96.19% =	13,614.83	
Coverage: Other Structures	@	3.81% =	540.00	
Profit			9,436.55	8.00%
Coverage: Dwelling	@	96.19% =	9,076.55	
Coverage: Other Structures	@	3.81% =	360.00	
Total			117,956.88	100.00%

Zubiri Construction
P.O. Box 21
Coalinga, CA 93210 US
mike@zubiriconstruction.com
zubiriconstruction.com



ESTIMATE

ADDRESS

City Of Coalinga Police Dept
270 N. Sixth St
Coalinga, CA 93210

ESTIMATE # 1022
DATE 09/13/2017

ACTIVITY	QTY	RATE	AMOUNT
-Per job walk with Chief Salvador room by room improvements and modifications and all exterior improvement as well are included in this bid.		88,536.00	88,536.00

Exclusions:

- Removal of debri from property. Dumpster provided by city.
- Handrail for handicap ramp. Curb is included.

TOTAL	\$88,536.00
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Accepted By

Accepted Date

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Police Department Monthly Report
Meeting Date: October 19th, 2017
From: Marissa Trejo, City Manager
Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Monthly Report for August/September 2017

II. BACKGROUND:

None

III. DISCUSSION:

None

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

None

ATTACHMENTS:

	File Name	Description
□	September_2017_Monthly_Report.docx	Monthly Report



COALINGA POLICE DEPARTMENT'S
MONTHLY REPORT
August/September 2017

Staffing Report:

- ▶ Authorized Strength: 20 sworn/ 20 funded FY 2017-18
- ▶ # of Personnel Available: 14
- ▶ # of Personnel Modified Duty: 3
- ▶ # of Personnel in field training: 0
- ▶ # of Full Time Vacancies: 3 Frozen until the election

Our Successes:

Animal Control:

The Department hosted a booth at the Coalinga Fest on October 1st to facilitate licensing of animals in the City. The department offered 15-month licenses to all the people that brought the proper paperwork. The event was a huge success with licenses being issued. I would like to thank the Chamber of Commerce.

Regarding calls for service: Animal control calls are significantly down due to a lack of personnel able to handle them. The Department issued 0 warnings, 1 Citations, completed 1 case reports by Police Officers. Unfortunately, the lack of an animal control officer continues to affect the level of service that we are able to provide the community.

The Department is in the process of putting together an animal control policy manual, recruit a new vet of record, supervise the construction of the new shelter and begin the process of modifying ordinances to fit the new service level and expectations.

School Resource Officer:

Both our contract employees are off to a busy start.

CHUSD:

The officer assigned to CHUSD received 203 calls for service and completed 33 reports in the first 6 weeks of school. There has been a concerted focus in many areas:

Traffic Enforcement. For the last month patrol has been assisting with morning, lunch, and after school patrols that have been focused on common traffic infractions that may cause a safety concern including but not limited to impeding traffic and following posted roadway signs. Traffic enforcement is up on the patrol end with an average of one traffic stop during the school patrols.

Truancy: Current efforts are continually being made to enforce students who are truant. The SRO have made several home visits with school staff to help combat this issue.

Probation students: Probation students in the schools are down during this month due to continued violations which resulted in several arrests being made with many of these kids currently incarcerated.

Safety: The high school has implemented its gate security that is in place. They are taking a multi-step approach and seem to be having good success. The SRO have already heard from several people the positive impact that it will have on campus safety. The SRO have also heard people say that it is hard to navigate the school with closed gates. This is a trial period in which the SRO and administrative staff will listen to concerns and try to address them without giving up the positive step that we have taken in securing the campus from an outside intruder. The high school will also be rolling out its new parking procedures and hopefully this will clear up any impeding traffic and drop off issues that have been had.

West Hills College:

The SRO to West Hills College was equally as busy making one arrest and taking 4 crime reports. This officer is present at every WHC sporting event. He conducted campus safety training and active shooter training for staff.

UCR Part One Crimes:

Coalinga Police Department UCR Statistics

	Third Quarter 2016	Third Quarter 2017	Change
Homicide	0	0	0.00%
Rape	2	1	-100.00%
Robbery	3	0	-300.00%
Assualt	47	24	-95.83%
Burglary	19	10	-90.00%
Theft	51	32	-59.38%
Auto Theft	3	2	-50.00%
Arson	0	2	200.00%
Total	125	71	-43.20%

Traffic Accident Statistics:

	3rd Quarter 2016	3rd Quarter 2017	Change
Injury	6	0	-600.00%
Non Injury	19	22	13.64%
Total	25	22	-13.64%

Communications Center Statistics:

	3rd Quarter 2016	3rd Quarter 2017	Change
911 Calls	233	255	9.44%
Business Line CFS	2151	1542	-28.31%
Self Initiated CFS	951	210	-77.92%
Traffic Stops	464	539	16.16%
Total	3799	2546	-32.98%

Chief's Message:

For this month's Chief's message, I would like to take a minute to reflect on my past year as your Chief. I would like to thank the City Manager, the Council, and all the residents of the City of Coalinga for making this past year an outstanding one. The year has gone by so fast that it seems like it was a blur. We have experienced many challenges through the past year with the deployment of new technology and equipment. Personnel will be this year's challenge as the department struggles to recruit, hire and train employees in a market where we are outspent by our competitors. I believe that through all the challenges of the past year, your Police Department and I have met the issues head on and all of us are growing. The Police Department and I look forward to meeting challenges for this new year. We will continue to think outside the box and evolve with the goal of making Coalinga PD one of the best law enforcement agencies in California.

As we come into the Trick or Treat season, the Police Department has a Halloween offer and tips to keep our Trick or Treaters safe. On Halloween afternoon the Police Department will be giving out reflectorized Halloween bags to the first 200 children who comes through our door after 3:30 pm. The Police Department wants everyone to have a good time on Halloween and below are some safety tips that will make the night enjoyable:



HALLOWEEN SAFETY TIPS!!!

Courtesy of Centers for Disease Control and Prevention



Hold a flashlight while trick-or-treating to help you see and others see you.
Always WALK and don't run from house to house.

Always test make-up in a small area first. Remove it before bedtime to prevent possible skin and eye irritation.

Look both ways before crossing the street. Use established crosswalks wherever possible.

Lower your risk for serious eye injury by not wearing decorative contact lenses.

Only walk on sidewalks whenever possible, or on the far edge of the road facing traffic to stay safe.

Wear well-fitting masks, costumes, and shoes to avoid blocked vision, trips, and falls.

Eat only factory-wrapped treats. Avoid eating homemade treats made by strangers.

Enter homes only if you're with a trusted adult. Only visit well-lit houses. Never accept rides from strangers.

Never walk near lit candles or luminaries. Be sure to wear flame-resistant costumes.

Boo!



Together Against Violence

Respectfully submitted

Michael Salvador
Chief of Police

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Adopt Resolution No. 3794 Adopting a Ticket Distribution and Disclosure Policy
Meeting Date: Thursday, October 19, 2017
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

This item was requested as a Future Agenda Item by Mayor Vosburg. The City Attorney has prepared the policy and Resolution and the City Manager recommends their approval.

II. BACKGROUND:

The policy applies to tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purposes that are either

- a) gratuitously provided to the City by an outside source;
- b) acquired by the City by purchase;
- c) acquired by the City as consideration pursuant to the terms of a contract for the use of a city venue; or
- d) acquired and distributed by the City in any other matter.

III. DISCUSSION:

This policy provides General Provisions for tickets, assigns a Ticket Administrator, identifies the Conditions under which Tickets May be Distributed, explains that tickets shall be distributed at the Behest of a City Official, and outlines Disclosure Requirements.

IV. ALTERNATIVES:

1. Do not adopt Res 3794

V. FISCAL IMPACT:

There is no fiscal impact

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> TICKET_DISTRIBUTION_AND_DISCLOSURE_POLICY.docx	Policy
<input type="checkbox"/> RESO#3794_Adopting_a_Ticket_Distribution_Policy_101917.docx	Resolution 3794

TICKET DISTRIBUTION AND DISCLOSURE POLICY

This chapter is adopted pursuant to section 18944.1 of the Title 2 of the California Code of Regulations as the written ticket distribution policy for every agency. This chapter governs the distribution of tickets and passes by all agencies and supersedes any ticket distribution policy of procedures adopted by any agency.

Application of Policy

This Policy applies to tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purposes, and are either:

- (a) gratuitously provided to the City by an outside source;
- (b) acquired by the City by purchase;
- (c) acquired by the City as consideration pursuant to the terms of a contract for the use of a city venue; or
- (d) acquired and distributed by the City in any other manner.

This policy does not apply to any other item of value provided to the City or any City Official, regardless of whether received gratuitously or for which consideration is provided.

Definitions

Unless otherwise expressly provided herein, words and terms used in this policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission ("FPPC") Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

"City" or "City of Coalinga" shall mean and include the City of Coalinga, the Coalinga Redevelopment Agency, the Coalinga Housing Authority, any other affiliated agency created or activated by the Coalinga City Council, and any departments, boards and commissions thereof.

"City Official" means every member, officer, employee or consultant of the City of Coalinga, as defined in Government Code Section 82048 and FPPC Regulation 18701. Such term shall include, without limitation, any City board or commission member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700).

"Immediate family" means the spouse and dependent children.

"Ticket" means anything that provides access, entry, or admission to a specific facility or a specific future event, show, or performance for an entertainment, amusement, recreational, or similar purpose if similar tickets are sold or provided to the public to view, listen to, or otherwise take advantage of the attraction or activity. A ticket includes any benefits that the ticket provides. A ticket may be acquired pursuant to the terms of a contract, obtained because the City controls the event, purchased by the City, received from an agency, or received from an outside source.

General Provisions

No Right to Tickets: The use of complimentary tickets is a privilege extended by the City and not the right of any person to which the privilege may from time to time be extended.

Limitation on Transfer of Tickets: Tickets distributed to a City Official pursuant to this policy shall not be transferred to any other person, except to members of such City Official's immediate family solely for their personal use.

Prohibition against Sale of or Receiving Reimbursement for Tickets: No person who receives a ticket pursuant to this policy shall sell or receive reimbursement for the value of such ticket.

Ticket Administrator.

The City Manager shall be the Ticket Administrator for purposes of implementing the provisions of this policy.

The Ticket Administrator shall have the authority, in his or her sole discretion, to establish procedures for the distribution of tickets in accordance with this policy. All requests for tickets which fall within the scope of this policy shall be made in accordance with the procedures established by the Ticket Administrator.

The Ticket Administrator shall determine the face value of tickets distributed by the City.

The Ticket Administrator, in his or her sole discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this policy or the procedures established by the Ticket Administrator for the distribution of tickets in accordance with this policy.

Conditions under Which Tickets May be Distributed

Subject to the provisions of this policy, complimentary tickets may be distributed to City Officials under the following conditions:

- 1) The City Official Reimburses the City for the face value of the ticket(s).
 - (a) Reimbursement shall be made at the time the ticket(s) is/are distributed to the City Official.
 - (b) The Ticket Administrator shall, in his or her sole discretion, determine which event tickets, if any, shall be available under this section.
- 2) The City Official treats the ticket(s) as income consistent with applicable federal and state income tax laws.
- 3) The City Official uses, or behests, such ticket(s) for one or more of the following public purposes:
 - (a) Performance of a ceremonial role or function representing the City at the event, for which the City Official may receive enough tickets for the City Official and each member of his or her immediate family.

- (b) The job duties of the City Official require his or her attendance at the event, for which the City Official may receive enough tickets for the City Official and each member of his or her immediate family.
- (c) Economic or business development purposes on behalf of the City.
- (d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- (e) Attracting or rewarding volunteer public service.
- (f) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting Coalinga residents.
- (g) Encouraging or rewarding significant academic, athletic, or public service achievements by Coalinga students, residents or businesses.
- (h) Attracting and retaining highly qualified employees in City service, for which such employee may receive no more than four (4) tickets per event.
- (i) As special recognition or reward for meritorious service by a City employee, for which such employee may receive no more than four (4) tickets per event.
- (j) For use in connection with a City employee competition or drawing, for which there shall be made available no more than (4) tickets per event.
- (k) Recognition of contributions made to the City by former City Council

Members or City Executive Managers, for which such former City Council Member or Executive Manager may receive no more than (4) tickets per event.

Tickets Distributed at the Behest of a City Official

Only the following City Officials shall have authority to distribute tickets: City Council Members, the City Manager, the Assistant to the City Manager, and Department Heads.

Tickets shall be distributed at the behest of a City Official only for one or more public purposes set forth herein.

If tickets are distributed at the behest of a City Official, such City Official shall not use one of the tickets so distributed to attend the event.

Disclosure Requirements

Tickets distributed by the City to any City Official either i) which the City Official treats as income, or ii) for one or more public purposes described above, shall be posted on a form provided by the FPPC in a prominent fashion on the City's website within thirty (30) days after distribution. Such posting shall include the following information:

- (a) The name of the recipient, except that if the recipient is an organization, the City may post the name, address, description of the organization and number of tickets provided to the organization in lieu of posting the names of each recipient;
- (b) a description of the event;
- (c) the date of the event;
- (d) the face value of the ticket;
- (e) the number of tickets provided to each person;

- (f) if the ticket was distributed at the behest of a City Official, the name of the City Official who made such behest; and
- (g) a description of the public purpose(s) under which the distribution was made, or, alternatively, that City Official is treating the ticket as income.

Tickets distributed by the City for which the City receives reimbursement from the City Official as provided under the section above shall not be subject to the disclosure provisions stated above.

RESOLUTION NO. 3794

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
ADOPTING A TICKET DISTRIBUTION AND DISCLOSURE POLICY FOR THE
CITY OF COALINGA**

WHEREAS, The City of Coalinga ("the City") desires to adopt a policy for the City Council and City Staff for the receipt of event tickets; and

WHEREAS, the Fair Political Practices Commission allows for adoption of such a policy pursuant to regulation;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Coalinga that the policy attached hereto entitled "Ticket Distribution and Disclosure Policy" is hereby adopted by the City Council as formal policy applying to the City Council and City Staff;

BE IT FURTHER RESOLVED that the City Manager is authorized to carry out any duties or additional policies necessary to implement the attached policy.

PASSED AND ADOPTED by the City Council of the City of Coalinga, State of California, this _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Nathan Vosburg, Mayor

ATTEST:

Wanda Earls, City Clerk

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Discussion, Directon and Potential Action to Appoint Council Member as an Alternate Board Member to the Fresno Council of Governments, Fresno County Regional Transportation Mitigation Fee Agency and the Fresno County Rural Transit Agency Boards

Meeting Date: October 19, 2017

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

The City Manager recommends the City Council appoint a Council Member as the Alternate Board Member to the Fresno Council of Governments, Fresno County Regional Transportation Mitigation Fee Agency and the Fresno County Rural Transit Agency boards.

II. BACKGROUND:

The Fresno Council of Governments ("COG") has requested that each City Council appoint an alternate member to serve on all three boards in the case where the active board member is unable to attend.

III. DISCUSSION:

The Mayor currently serves on the boards as the active board member.

The appointed alternate member will be required to file a Form 700 to be in compliance with Fair Political Practices Commission ("FPPC") regulations.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
No Attachments Available	

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Adoption of Resolution No. SA-324 and Authorization to Issue Tax Allocation Refunding Revenue Bonds to Refund Current Interest Portion of the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds, and the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A, 2009 Series B and 2009 Series C Tax Allocation Bonds

Meeting Date: October 19, 2017

From: Marissa Trejo, City Manager

Prepared by: Jasmin Bains, Financial Services Director

I. RECOMMENDATION:

That the Successor Agency provide authorization to issue tax allocation refunding revenue bonds to refund current interest portion of the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds, and the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A, 2009 Series B and 2009 Series C Tax Allocation Bonds.

City Manager and Financial Services Director recommend City Council adopt Resolution No. SA-324, APPROVING THE ISSUANCE OF REFUNDING BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA, APPROVING THE FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST, ESCROW AGREEMENTS AND A BOND PURCHASE AGREEMENT RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

II. BACKGROUND:

Pursuant to section 34172(a) of the California Health and Safety Code (unless otherwise noted, all section references hereinafter being to such Code), the Redevelopment Agency of the City of Coalinga (the “Former Agency”), has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to section 34173, and the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the “Successor Agency”) has become the successor entity to the Former Agency.

A redevelopment plan for the Former Agency’s Coalinga Redevelopment Project in the City of Coalinga (the “City”) has been adopted in compliance with all requirements of the Code (the “Redevelopment Project”).

Prior to the dissolution of the Former Agency, the Former Agency incurred certain obligations to finance redevelopment activities within and for the benefit of the Redevelopment Project, of which the following remain outstanding:

(a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Tax Allocation

Bonds (the “1993A Bonds”),

(b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Police Station Project Tax Allocation Bonds (the 1993B Bonds”),

(c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds (the “2000 Bonds”),

(d) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the “2009A Bonds”),

(e) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the “2009B Bonds”), and

(f) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the “2009C Bonds” and, with the 1993A Bonds, the 1993B Bonds, the 2000 Bonds, the 2009A Bonds and the 2009B Bonds, the “Former Agency Obligations”).

Section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Refunding Law”) for the purpose of achieving debt service savings within the parameters set forth in section 34177.5(a)(1) (the “Savings Parameters”);

To determine compliance with the Savings Parameters for purposes of the issuance by the Successor Agency of its tax allocation refunding bonds (the “Refunding Bonds”), the Successor Agency has caused its municipal advisor, Wulff Hansen & Co. (the “Municipal Advisor”), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the Refunding Bonds to repay or refund all or a portion of the Former Agency Obligations (the “Debt Service Savings Analysis”);

An initial analysis based on current interest rates has produced an estimated total debt service savings of approximately \$1,215,000 by issuing Refunding Bonds. The 2000 Bonds have an interest rate on the longest term bonds of 5.00% and the 2009 Bonds have an interest rate on the longest term bonds of 6%. It is anticipated that the proposed Bonds would have an interest rate of approximately 3.00% on the longest term bonds. The term of the bonds would not be extended, and would match the current final maturity date (09/15/2025) of the 2000 and the 2009 Bonds.

The Successor Agency desires at this time to authorize the issuance of its Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018, to refund the Refundable Former Agency Obligations (the “Bonds”), pursuant to an indenture of trust (the “Indenture”), by and between the Successor Agency and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

The State Department of Finance (“DOF”) is allowed 65 days to review any actions of the Oversight Board to approve refunding bond issues. The Oversight Board meeting to approve the action of the Successor Agency with regards to the Bonds is scheduled for October 30 2017, so the DOF would have until the first week in January 2018 to review the proposed Bonds.

The final rate structure will be determined when the Bonds are priced and sold, which is expected to occur by the third week of February 2018.

This resolution designates the consultants for the Bonds as Wulff, Hansen & Co as Municipal Advisor,

Quint & Thimmig LLP as bond counsel, RSG, Inc. as fiscal consultant and Hilltop Securities Inc as Placement Agent.

Wulff, Hansen & Co., is currently the Municipal Advisor for the City under a master contract that provides for addendums to be completed to describe specific services to be provided and the fees to be paid for such services. The addendum for this refunding includes a success based fee of \$45,000 to be paid out of the proceeds of the issue. No other fees or expenses will be due. Wulff Hansen has provided both underwriting and municipal advisory services for the city since 2004.

Quint & Thimmig will serve as bond counsel for this refunding. The fee for the bond counsel services for this refunding is a success based fee of \$50,000 to be paid out of proceeds of the issue. No other fee or expenses will be due. Quint & Thimmig has provided similar services for the City over the last ten years.

RSG, Inc. will provide Fiscal Consulting Services for this refunding. The Contract provides for a fee of \$28,500 to be paid out of the proceeds of the Refunding. In the event the refunding is not completed, all or a portion of the fee may be due to be paid by the City. The city may be able to recoup this fee as part of the ROPs process. As a result, this contract will not be signed until the Department of Finance of the State of California has approved the refunding. RSG is currently under contract with the city to provide other Successor Agency services not directly related to this refunding.

Hilltop Securities, Inc. is hereby designated as Placement Agent/Underwriter for this refunding. The fee for their services will be \$22,000 for a Private Placement or \$7.00 Per Thousand if an underwriting is required. Hilltop Securities, Inc. was selected by staff after proposals were provided to the Agency by several potential providers.

III. DISCUSSION:

Per the attached Resolution, the Successor Agency is being asked to approve the form of the Indenture of Trust, the 2000 Escrow Agreement, the 2009 Escrow Agreement and the Bond Purchase Agreement.

The Indenture of Trust defines the payment terms and conditions of Bonds, and establishes the funds and accounts that will be held by the Trustee on behalf of the Successor Agency, including a debt service reserve account if required.

The 2000 Escrow Agreement will establish an escrow fund that will be used to redeem the 2000 Bonds in full approximately 30 days after the Bonds have closed. The 2009 Escrow Agreement will establish an escrow fund that will be used to the 2009 Bonds until the call date of April 2018 when the full amount of the 2009 will be redeemed.

The Bond Purchase Agreement between the Investor and the Successor Agency sets forth the terms of purchase of the Bonds by an institutional investor to be selected by the Placement Agent pursuant to a competitive process.

The resolution also provided certain authorized officers to execute and take all actions necessary to complete the documentation approved by this resolution and to obtain all requested approvals by the Oversight Board and the Department of Finance.

The forms of the Indenture the Escrow Agreements and the Bond Purchase Agreement are on file with the Secretary of the Successor Agency. Bud Levine of Wulff Hansen & Co. will be at the meeting to answer any questions.

IV. ALTERNATIVES:

Not to proceed with Refunding

V. FISCAL IMPACT:

By refunding the Refundable Agency Obligations, the Successor Agency can generate an estimated total debt service savings of \$1,215,000 net of all costs of issuance, including the consultants fees described above, or about \$162,000 annually to be shared by the City and the other affected taxing entities. The repayment of principal and interest on the Bonds will be payable solely from Tax Revenues, which is tax increment revenues from the Redevelopment Project deposited into the Successor Agency's Redevelopment Property Tax Trust Fund, and available after satisfying certain administrative costs of the County and pass through obligations to affected taxing entities. The Bonds will not be a debt of the City's general fund or the State, or any of its political subdivisions (except the Successor Agency). Since the City receives approximately 22% of the total property tax levy, the general fund will receive an approximately \$35,600 additional annual revenues to the general fund. The other taxing entities will share in the rest.

ATTACHMENTS:

File Name	Description
❑ Coalinga_Presentation.pptx	Coalinga Presentation
❑ 2000_Escrow_Agreement.pdf	2000 Escrow Agreement
❑ 2009_Escrow_Agreement.pdf	2009 Escrow Agreement
❑ Bond_Purchase_and_Rate_Lock_Agreement.pdf	Bond Purchase and Rate Lock Agreement
❑ Cost_of_Issuance_Exhibit.pdf	Cost of Issuance Exhibit
❑ Indenture.pdf	Indenture
❑ Resolution_No._SA_324.pdf	Resolution No. SA-324
❑ Hiltop_Securities_Agreement.pdf	Placement Agent-Hilltop Securities Agreement
❑ Quint___Thimmig_LLP_Agreement.pdf	Bond Counsel-Quint & Thimmig LLP Agreement
❑ RSG_Agreement.pdf	Fiscal Consultant-RSG Agreement
❑ RSG_Coalinga_2018_Refunding_Exhibit_A.pdf	Fiscal Consultant-RSG 2018 Refunding Exhibit A
❑ Wulff_Hansesn___Co._Municipal_Advisor_Agreement.pdf	Municipal Advisor-Wulff Hansen Agreement
❑ Wulff_Hansen___Co._Municipal_Advisor_Agreement_Addendum_No._1.pdf	Municipal Advisor-Wulff Hansen & Co. Addendum No. 1

Debt Service Analysis

Successor Agency to the Redevelopment Agency of the City of Coalinga



Prepared by

Wulff, Hansen & Co.

Investment Securities and Municipal Financing • Established 1931

Debt Service Savings Analysis
Successor Agency to the Redevelopment Agency of the City of Coalinga
2018 Tax Allocation Refunding Bonds

Summary of Refunding Results

SOURCES & USES*

Dated Date	3/20/2018
Delivery Date	3/20/2018
Sources	
Par Amount	5,615,000
Prior Reserve Fund	654,000
	<hr/>
	6,269,000
Uses	
Cash Deposit (2000 Series)	2,612,139
SLGS Purchase (2009 Series ABC)	3,456,516
Costs of Issuance	200,000
Additional Proceeds	345
	<hr/>
	6,269,000

**All figures are estimated, preliminary, and subject to change*
Prepared by Wulff, Hansen & Co.

Debt Service Savings Analysis

Successor Agency to the Redevelopment Agency of the City of Coalinga

2000 Series and 2009 Series Combined

Prior Bond Debt Service			
Period			
Ending	Principal	Interest	Debt Service
2018	505,000	177,140	682,140
2019	540,000	326,193	866,193
2020	560,000	293,830	853,830
2021	595,000	260,260	855,260
2022	1,190,000	224,585	1,414,585
2023	1,265,000	153,760	1,418,760
2024	645,000	78,470	723,470
2025	685,000	40,415	725,415
Total	5,985,000	1,554,653	7,539,653

Debt Service Savings Analysis
Successor Agency to the Redevelopment Agency of the
City of Coalinga
2018 Tax Allocation Refunding Bonds

New Bond Debt Service*				
Period				Debt
Ending	Principal	Coupon	Interest	Service
2018	520,000	3.00%	81,885	601,885
2019	550,000	3.00%	152,850	702,850
2020	555,000	3.00%	136,350	691,350
2021	575,000	3.00%	119,700	694,700
2022	1,150,000	3.00%	102,450	1,252,450
2023	1,190,000	3.00%	67,950	1,257,950
2024	530,000	3.00%	32,250	562,250
2025	545,000	3.00%	16,350	561,350
Total	5,615,000		709,785	6,324,785

**All figures are estimated, preliminary, and subject to change*
 Prepared by Wulff, Hansen & Co.

Debt Service Savings Analysis
Successor Agency to the Redevelopment Agency of the City of Coalinga
2018 Tax Allocation Refunding Bonds

Debt Service Savings*

Date	Prior Debt Service	Refunding Debt Service	Debt Service Savings Cash Flow	Present Value to 3/20/2018 @ 3.0000769%
2018	682,140	601,885	80,255	79,101
2019	866,193	702,850	163,343	157,515
2020	853,830	691,350	162,480	151,983
2021	855,260	694,700	160,560	145,679
2022	1,414,585	1,252,450	162,135	142,662
2023	1,418,760	1,257,950	160,810	137,119
2024	723,470	562,250	161,220	133,190
2025	725,415	561,350	164,065	131,426
Total	7,539,653	6,324,785	1,214,867	1,078,674

PV of savings from cash flow	1,078,674
Less: Prior funds on hand	(654,000)
Plus: Refunding funds on hand	345
Net Present Value Savings:	425,020

**All figures are estimated, preliminary, and subject to change*
Prepared by Wulff, Hansen & Co.

Debt Service Savings Analysis
Successor Agency to the Redevelopment Agency of the City of Coalinga
2018 Tax Allocation Refunding Bonds

Savings for Individual Entities*

<u>Date</u>	Coalinga Cementary District	Coalinga Hospital District	Coalinga Library District	Coalinga-Huron Mosquito Abatement	Coalinga-Huron Park & Rec	Coalinga Unified School District	West Hills Junior College District	County School Service	County of Fresno	ERAF	City of Coalinga	Total Debt Service Savings Cash Flow
Allocation %	0.282%	4.899%	2.327%	0.181%	5.754%	19.836%	5.627%	2.756%	13.674%	22.699%	21.966%	100.00%
2018	226.32	3,931.67	1,867.52	145.26	4,617.85	15,919.30	4,515.93	2,211.82	10,974.01	18,216.99	17,628.72	80,254.58
2019	460.63	8,002.15	3,800.98	295.65	9,398.73	32,400.62	9,191.28	4,501.72	22,335.45	37,077.11	35,879.81	163,342.50
2020	458.19	7,959.90	3,780.91	294.09	9,349.10	32,229.53	9,142.75	4,477.95	22,217.52	36,881.34	35,690.36	162,480.00
2021	452.78	7,865.83	3,736.23	290.61	9,238.62	31,848.68	9,034.71	4,425.03	21,954.97	36,445.51	35,268.61	160,560.00
2022	457.22	7,942.99	3,772.88	293.46	9,329.25	32,161.10	9,123.34	4,468.44	22,170.34	36,803.02	35,614.57	162,135.00
2023	453.48	7,878.08	3,742.05	291.07	9,253.01	31,898.27	9,048.78	4,431.92	21,989.16	36,502.26	35,323.52	160,810.00
2024	454.64	7,898.17	3,751.59	291.81	9,276.60	31,979.60	9,071.85	4,443.22	22,045.22	36,595.33	35,413.59	161,220.00
2025	462.66	8,037.54	3,817.79	296.96	9,440.30	32,543.93	9,231.94	4,521.63	22,434.25	37,241.11	36,038.52	164,065.00
Total	3,425.93	59,516.34	28,269.96	2,198.91	69,903.45	240,981.03	68,360.57	33,481.74	166,120.92	275,762.68	266,857.70	1,214,867.08

**All figures are estimated, preliminary, and subject to change*

Prepared by Wulff, Hansen & Co.

Summary of Refunding Results
All figures are estimated, preliminary, and subject to change
Prepared by Wulff, Hanes & Co. on 10/6/2017

REFUNDING BONDS

Escrow Requirement	2,612,138
at Call Date of 3/20/2018	
Escrow Requirement	3,475,163
at Call Date of 9/15/2018	
Estimated Costs of Issuance (1)	200,000.00
Prior Reserve Fund	654,000.00
New Reserve Fund	N/A
Par Amount	5,615,000
Arbitrage Yield	3.00%
True Interest Cost (TIC)	3.00%
All-in TIC	3.94%
Average Life (years)	4.2
Final Maturity (September 15)	9/15/2025

AVERAGE ANNUAL NET DEBT SERVICE (2)

Existing Debt Service	942,456.50
New Debt Service	790,598.10
Average Savings	151,858.40

TOTAL NET DEBT SERVICE (2)

Existing Debt Service	7,539,653
New Debt Service	6,324,785
Total Debt Service Cash Flow Savings	1,214,867
Net Present Value Savings	425,020
Savings on Refunded Bonds %	7.10%
Savings of Refunding Bonds %	7.57%

(1) Includes bond counsel, fiscal consultant, verification agent, municipal advisor, placement agent, trustee, administration and miscellaneous.

(2) Includes prior reserve fund and interest earnings thereon.

ESCROW AGREEMENT

by and between the

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF THE COALINGA**

and

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

Dated March 20, 2018

Relating to the current refunding of the outstanding

Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project
2000 Tax Allocation Bonds

ESCROW AGREEMENT

This ESCROW AGREEMENT is made and entered into this 20th day of March, 2018, by and between the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA, as successor to the former Redevelopment Agency of the City of Coalinga, a public entity, organized and existing under the laws of the State of California (the "Successor Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in Los Angeles, California, and being qualified to accept and administer the funds and accounts hereby created, as successor trustee with respect to the hereinafter described 2000 Bonds and as escrow agent hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the Redevelopment Agency of the City of Coalinga (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the California Health and Safety Code (the "Law"), including the power to issue bonds for any of its corporate purposes;

WHEREAS, the Former Agency has previously issued its Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds (the "2000 Bonds");

WHEREAS, the 2000 Bonds were issued pursuant to an Indenture of trust, dated as of April 1, 2000 (the "2000 Indenture"), by and between the Former Agency and U.S. Bank Trust National Association, since succeeded by U.S. Bank National Association, as trustee (the "2000 Trustee");

WHEREAS, the 2000 Indenture provides that if the Successor Agency shall pay and provide for the entire indebtedness on all or any portion of the 2000 Bonds and by irrevocably depositing cash or non-callable Defeasance Obligations (as defined in the 2000 Indenture) with the 2000 Trustee in such amount as will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to the 2000 Indenture, be fully sufficient to pay and discharge the indebtedness on all or such portion of the 2000 Bonds (including all principal, interest and redemption premiums) at or before maturity, and if the 2000 Bonds are to be redeemed prior to the maturity thereof, and notice of such redemption is given pursuant to the 2000 Indenture or provision satisfactory to the 2000 Trustee shall have been made for the giving of such notice, then, at the election of the Successor Agency, and notwithstanding that any 2000 Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues (as defined in the 2000 Indenture) and other funds provided for in the 2000 Indenture and all other obligations of the 2000 Trustee and the Successor Agency under the 2000 Indenture with respect to all or such portion of the 2000 Bonds shall cease and terminate, except only the obligations of the 2000 Trustee to transfer and exchange the 2000 Bonds thereunder and except the obligations of the Successor Agency to pay or cause to be paid to the owners of the 2000 Bonds not so surrendered and paid all sums due thereon and all expenses and costs of the 2000 Trustee; and thereafter Tax Revenues shall not be payable to the 2000 Trustee;

WHEREAS, the Successor Agency has determined that, due to prevailing financial market conditions, it is in the best interests of the Successor Agency at this time to provide for

the redemption of the 2000 Bonds in full on April 9, 2018 (the "Redemption Date") at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to such date (the "Redemption Price");

WHEREAS, to raise funds necessary to effectuate the refunding of the 2000 Bonds, and for other purposes, the Successor Agency has issued its \$_____ Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018 (the "2018 Bonds"), pursuant to an Indenture of Trust, dated as of March 1, 2018 (the "2018 Indenture"), by and between the Successor Agency and Wells Fargo bank, National Association, as trustee (the "2018 Trustee");

WHEREAS, the Successor Agency wishes to make a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow and escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Appointment of Escrow Bank. The Successor Agency hereby appoints the Escrow Bank as escrow agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 2. Establishment of Escrow Fund. There is hereby created by the Successor Agency with, and to be held by, the Escrow Bank, as security for the defeasance and redemption of the 2000 Bonds, as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the Successor Agency and for the benefit of the owners of the 2000 Bonds, said escrow to be designated the "Escrow Fund." All moneys deposited in the Escrow Fund shall constitute a special fund for the defeasance and redemption of the 2000 Bonds in accordance with the provisions of the 2000 Indenture. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the Successor Agency of such fact and the Successor Agency shall immediately cure such deficiency.

Section 3. Deposit into Escrow Fund.

(a) Concurrently with delivery of the 2018 Bonds, the Successor Agency shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____, derived from the proceeds of the 2018 Bonds.

(b) The Escrow Bank shall hold all amounts deposited in the Escrow Fund in cash, uninvested. The moneys held by the Escrow Bank in the Escrow Fund shall be used solely for the uses and purposes set forth herein.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after payment in full of the 2000 Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the

Successor Agency for deposit in the Redevelopment Obligation Retirement Fund established under the 2018 Indenture.

Section 4. Instructions as to Application of Deposit; Redemption Notice.

(a) The moneys deposited in the Escrow Fund pursuant to Section 3 shall be applied by the Escrow Bank for the sole purpose of redeeming the outstanding 2000 Bonds in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2000 Trustee, has been previously requested, and the Escrow Bank, as 2000 Trustee, previously agreed to give timely notice of the redemption of the 2000 Bonds on the Redemption Date in accordance with the applicable provisions of the 2000 Indenture.

Section 5. Application of 2000 Funds. Any amounts remaining on deposit in any fund or account established under the 2000 Indenture relating to the 2000 Bonds, including any investment earnings received after the date of original delivery of the 2018 Bonds, shall be transferred by the Escrow Bank to the Successor Agency for deposit in the Redevelopment Obligation Retirement Fund established under the 2018 Indenture.

Section 6. Application of Certain Terms of 2000 Indenture. All of the terms of the 2000 Indenture relating to the making of payments of principal and interest with respect to the 2000 Bonds are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2000 Indenture relating to the limitations from liability and protections afforded the 2000 Trustee and the resignation and removal of the 2000 Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 7. Compensation to Escrow Bank. The Successor Agency shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 8. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Successor Agency shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the Successor Agency or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth in Section 3 hereof, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the Successor Agency, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth in Section 3 hereof or to the validity of this Escrow

Agreement as to the Successor Agency and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the Successor Agency, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Successor Agency.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

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

The Successor Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the Successor Agency shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 8 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to revive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the Successor Agency periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the obligations or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank shall furnish the Successor Agency periodic cash transaction statements which include detail for all transactions effected by the Escrow Bank. Upon the Successor Agency's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2000 Bonds shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Successor Agency and the Successor Agency, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2000 Bonds or the 2018 Bonds, and that such amendment will not cause interest on the 2000A Bonds, the 2000C Bonds or the 2018 Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the Successor Agency to each rating agency then rating the 2000 Bonds.

Section 10. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2000 Bonds.

Section 11. Notice of Escrow Bank, Agency and Successor Agency. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as 2000 Trustee in accordance with the provisions of the 2000 Indenture. Any notice to or demand upon the Successor Agency shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2000 Indenture (or such other address as may have been filed in writing by the Successor Agency with the Escrow Bank).

Section 12. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2000 Indenture, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 13. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument.

Section 14. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA has caused this Escrow Agreement to be signed in its name by its Executive Director and U.S. BANK NATIONAL ASSOCIATION in token of its acceptance of the escrow created hereunder, has caused this Escrow Agreement to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF COALINGA

By _____
Executive Director

Attest:

Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank and 2000 Trustee

By _____
Michelle Knutson
Vice President

EXHIBIT A
REDEMPTION SCHEDULE

Redemption Date	Scheduled Principal	Called Principal	Interest	Redemption Premium	Total Payment
4/9/18	—	\$2,610,000		—	

ESCROW AGREEMENT

by and between the

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF THE COALINGA**

and

WEELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Bank

Dated March 20, 2018

Relating to the advance refunding of the outstanding

Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project
2009 Series A Tax Allocation Bonds

Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project (Housing Program)
2009 Series B Tax Allocation Bonds

Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project (Statutory Tax Sharing)
2009 Series C Tax Allocation Bonds

ESCROW AGREEMENT

This ESCROW AGREEMENT is made and entered into this 20th day of March, 2018, by and between the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA, as successor to the former Redevelopment Agency of the City of Coalinga, a public entity, organized and existing under the laws of the State of California (the "Successor Agency"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in Los Angeles, California, and being qualified to accept and administer the funds and accounts hereby created, as successor trustee with respect to the hereinafter described 2009 Bonds and as escrow agent hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the Redevelopment Agency of the City of Coalinga (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the California Health and Safety Code (the "Law"), including the power to issue bonds for any of its corporate purposes;

WHEREAS, the Former Agency has previously issued the following obligations:

(a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the "2009A Bonds"),

(b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the "2009B Bonds"), and

(c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the "2009C Bonds" and, with the 2009A Bonds and the 2009B Bonds, the "2009 Bonds");

WHEREAS, the 2009A Bonds, the 2009B Bonds and the 2009C Bonds were issued pursuant to separate indentures of trust, each dated as of July 1, 2009 (collectively, the "2009 Indentures"), by and between the Former Agency and Wells Fargo Bank, National Association, as trustee (the "2009 Trustee");

WHEREAS, the 2009 Indentures provide that if the Successor Agency shall pay and provide for the entire indebtedness on all or any portion of the 2009 Bonds and by irrevocably depositing cash or non-callable Defeasance Obligations (as defined in the 2009 Indentures) with the 2009 Trustee in such amount as will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to the 2009 Indentures, be fully sufficient to pay and discharge the indebtedness on all or such portion of the 2009 Bonds (including all principal, interest and redemption premiums) at or before maturity, and if the 2009 Bonds are to be redeemed prior to the maturity thereof, and notice of such redemption is given pursuant to the 2009 Indentures or provision satisfactory to the 2009 Trustee shall have been made for the giving of such notice, then, at the election of the Successor Agency, and notwithstanding that any 2009 Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues (as defined in the 2009 Indentures) and other funds provided for in the 2009 Indentures and all other obligations of the 2009 Trustee and the

Successor Agency under the 2009 Indentures with respect to all or such portion of the 2009 Bonds shall cease and terminate, except only the obligations of the 2009 Trustee to transfer and exchange the 2009 Bonds thereunder and except the obligations of the Successor Agency to pay or cause to be paid to the owners of the 2009 Bonds not so surrendered and paid all sums due thereon and all expenses and costs of the 2009 Trustee; and thereafter Tax Revenues shall not be payable to the 2009 Trustee;

WHEREAS, the Successor Agency has determined that, due to prevailing financial market conditions, it is in the best interests of the Successor Agency at this time to provide for the payment of the principal of and interest on the 2009 Bonds to and including September 15, 2018, and for the redemption of the 2009 Bonds in full on September 15, 2018 (the "Redemption Date") at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to such date (the "Redemption Price");

WHEREAS, to raise funds necessary to effectuate the refunding of the 2009 Bonds, and for other purposes, the Successor Agency has issued its \$_____ Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018 (the "2018 Bonds"), pursuant to an Indenture of Trust, dated as of March 1, 2018 (the "2018 Indenture"), by and between the Successor Agency and Wells Fargo Bank, National Association, as trustee (the "2018 Trustee");

WHEREAS, the Successor Agency wishes to make a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow and escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Appointment of Escrow Bank. The Successor Agency hereby appoints the Escrow Bank as escrow agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 2. Establishment of Escrow Fund. There is hereby created by the Successor Agency with, and to be held by, the Escrow Bank, as security for the defeasance and redemption of the 2009 Bonds, as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the Successor Agency and for the benefit of the owners of the 2009 Bonds, said escrow to be designated the "Escrow Fund." All moneys deposited in the Escrow Fund shall constitute a special fund for the defeasance and redemption of the 2009 Bonds in accordance with the provisions of the 2009 Indentures. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the Successor Agency of such fact and the Successor Agency shall immediately cure such deficiency.

Section 3. Deposit into Escrow Fund.

(a) Concurrently with delivery of the 2018 Bonds, the Successor Agency shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____, derived as follows:

(i) from the proceeds of the 2018 Bonds, the sum of \$_____;

(ii) from amounts on deposit in the reserve account created for the 2009A Bonds (the "2009A Reserve Account"), the sum of \$_____;

(iii) from amounts on deposit in the reserve account created for the 2009B Bonds (the "2009B Reserve Account"), the sum of \$_____; and

(iv) from amounts on deposit in the reserve account created for the 2009C Bonds (the "2009C Reserve Account"), the sum of \$_____.

(b) The Escrow Bank shall invest \$_____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$_____ in cash, uninvested. The Escrowed Federal Securities and such cash shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules (the "Report") dated March 20, 2018, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay the principal of and interest on the 2009 Bonds to and including September 15, 2018, and to redeem the outstanding 2009 Bonds in full on the Redemption Date at the Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the 2009 Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Successor Agency.

Section 3. Instructions as to Application of Deposit.

(a) The moneys and Escrowed Federal Securities deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2009 Bonds to and including September 15, 2018, and of redeeming the outstanding 2009 Bonds in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2009 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2009 Trustee, hereby agrees to give notice of the defeasance of the 2009 Bonds in the form of defeasance notice attached hereto as Exhibit C.

(c) The Escrow Bank, in its capacity as 2009 Trustee is hereby requested, and the Escrow Bank, as 2009 Trustee, hereby agrees to give timely notice of the redemption of the 2009 Bonds on the Redemption Date in accordance with the applicable provisions of the 2009 Indentures and the form of redemption notice attached hereto as Exhibit D.

Section 4. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2009 Bonds, in Defeasance Obligations

pursuant to written directions of the Successor Agency; *provided, however*, that (a) such written directions of the Successor Agency shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Defeasance Obligations then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2009 Bonds, and (b) if the Successor Agency directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the Successor Agency shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the Successor Agency shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in Section 2, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the Successor Agency for deposit in the Redevelopment Obligation Retirement Fund established under the 2018 Indenture.

Section 5. Substitution or Withdrawal of Federal Securities. The Successor Agency may, at any time, direct the Escrow Bank in writing to substitute Defeasance Obligations for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the Successor Agency any portion of the Escrowed Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Defeasance Obligations then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Escrowed Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the 2009 Bonds. In the event that, following any such substitution of Escrowed Federal Securities pursuant to this Section 5, there is an amount of moneys or Escrowed Federal Securities in excess of an amount sufficient to make the payments required by Section 2 hereof, as indicated by such verification, such excess shall be paid to the Successor Agency for deposit in the Redevelopment Obligation Retirement Fund established under the 2018 Indenture.

Section 6. Application of 2009 Funds.

(a) On the date of deposit of amounts in the Escrow Fund pursuant to Section 3, the Escrow Bank, as 2009 Trustee, is hereby directed to (i) withdraw all amounts on deposit in the 2009A Reserve Account (\$_____), (ii) withdraw all amounts on deposit in the 2009B Reserve Account (\$_____), and (iii) withdraw all amounts on deposit in the 2009C Reserve Account (\$_____), and transfer such amounts to the Escrow Fund.

(b) Any amounts remaining on deposit in any fund or account established under the 2009 Indentures relating to the 2009 Bonds, including any investment earnings received after the date of original delivery of the 2018 Bonds, shall be transferred by the Escrow Bank to the

Successor Agency for deposit in the Redevelopment Obligation Retirement Fund established under the 2018 Indenture.

Section 7. Application of Certain Terms of 2009 Indentures. All of the terms of the 2009 Indentures relating to the making of payments of principal and interest with respect to the 2009 Bonds are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2009 Indentures relating to the limitations from liability and protections afforded the 2009 Trustee and the resignation and removal of the 2009 Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 8. Compensation to Escrow Bank. The Successor Agency shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 9. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Successor Agency shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the Successor Agency or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth in Section 3 hereof, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the Successor Agency, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth in Section 3 hereof or to the validity of this Escrow Agreement as to the Successor Agency and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the Successor Agency, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Successor Agency.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any

kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

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

The Successor Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the Successor Agency shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 8 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to revive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the Successor Agency periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the obligations or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank shall furnish the Successor Agency periodic cash transaction statements which include detail for all transactions effected by the Escrow Bank. Upon the Successor Agency's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request.

Section 10. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2009 Bonds shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Successor Agency and the Successor Agency, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2009 Bonds or the 2018 Bonds, and that such amendment will not cause interest on the 2009A Bonds, the 2009C Bonds or the 2018 Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the Successor Agency to each rating agency then rating the 2009 Bonds.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2009 Bonds.

Section 12. Notice of Escrow Bank, Agency and Successor Agency. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as 2009 Trustee in accordance with the provisions of the 2009 Indentures. Any notice to or demand upon the Successor Agency shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2009 Indentures (or such other address as may have been filed in writing by the Successor Agency with the Escrow Bank).

Section 13. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2009 Indentures, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 14. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument.

Section 15. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA has caused this Escrow Agreement to be signed in its name by its Executive Director and U.S. BANK NATIONAL ASSOCIATION in token of its acceptance of the escrow created hereunder, has caused this Escrow Agreement to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF COALINGA

By _____
Executive Director

Attest:

Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Bank and
2009 Trustee

By _____
Vice President

EXHIBIT A

SCHEDULE OF ESCROWED FEDERAL SECURITIES

Type	Maturity	Coupon	Principal	Price	Cost	Accrued	Total

EXHIBIT B

PAYMENT AND REDEMPTION SCHEDULES

2009A Bonds					
Payment Date	Scheduled Principal	Called Principal	Interest	Redemption Premium	Total Payment
3/15/18	—	—	\$49,350.00	—	\$ 49,350.00
9/15/18	\$240,000	\$1,425,000	49,350.00	—	1,714,350.00
2009B Bonds					
Payment Date	Scheduled Principal	Called Principal	Interest	Redemption Premium	Total Payment
3/15/18	—	—	\$40,462.50	—	\$ 40,462.50
9/15/18	\$195,000	\$1,170,000	40,462.50	—	1,405,462.50
2009C Bonds					
Payment Date	Scheduled Principal	Called Principal	Interest	Redemption Premium	Total Payment
3/15/18	—	—	\$10,350.00	—	\$ 10,350.00
9/15/18	\$45,000	\$300,000	10,350.00	—	355,350.00
Total Requirements					
Payment Date	Scheduled Principal	Called Principal	Interest	Redemption Premium	Total Payment
3/15/18	—	—	\$100,162.50	—	\$ 100,162.50
9/15/18	\$480,000	\$2,895,000	100,162.50	—	3,475,162.50

EXHIBIT C

NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project
2009 Series A Tax Allocation Bonds**

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
9/15/18	\$ 240,000	5.500%	190218 CN5
9/15/23	1,425,000	6.000	190218 CP0

**Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project (Housing Program)
2009 Series B Tax Allocation Bonds**

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
9/15/18	\$ 195,000	5.500%	190218 CY1
9/15/23	1,170,000	6.000	190218 CZ8

**Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project (Statutory Tax Sharing)
2009 Series C Tax Allocation Bonds**

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
9/15/23	\$345,000	6.000	190218 DA2

NOTICE IS HEREBY GIVEN, on behalf of the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the "Successor Agency") to the owners of the outstanding (a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the "2009A Bonds"), (b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the "2009B Bonds"), and (c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the "2009C Bonds" and, with the 2009A Bonds and the 2009B Bonds, the "Bonds"), as described above, that pursuant to the indentures authorizing the issuance of the Bonds (the "Indentures"), the lien of the Indentures with respect to the Bonds has been discharged through the irrevocable deposit of cash and U.S. Treasury securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated March 20, 2018, by and between the District and Wells Fargo Bank, National Association, as escrow bank (the "Escrow Bank"). As a result of such deposit, the Bonds are deemed to have been paid and defeased in accordance with the Indentures. The pledge of the funds provided for under the Indentures and all other obligations of the Successor Agency to the owners of the defeased Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the Bonds as described below.

As evidenced by the verification report delivered to the Escrow Bank, the cash and U.S. Treasury securities deposited in the Escrow Fund are calculated to provide sufficient moneys to pay the principal of and interest on the Bonds to and including September 15, 2018, and to redeem the outstanding Bonds in full on September 15, 2018 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof. From and after the Redemption Date, interest with respect to the Bonds shall cease to accrue and be payable.

Dated: _____, 2018

WELLS FARGO, BANK
NATIONAL ASSOCIATION, as
Trustee

EXHIBIT D

FORM OF REDEMPTION NOTICE

NOTICE OF FULL/FINAL REDEMPTION OF

**Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project
2009 Series A Tax Allocation Bonds**

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
9/15/23	\$1,425,000	6.000%	190218 CP0

**Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project (Housing Program)
2009 Series B Tax Allocation Bonds**

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
9/15/23	\$1,170,000	6.000%	190218 CZ8

**Redevelopment Agency of the City of Coalinga
Coalinga Redevelopment Project (Statutory Tax Sharing)
2009 Series C Tax Allocation Bonds**

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
9/15/23	\$300,000	6.000%	190218 DA2

NOTICE is hereby given that the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the "Successor Agency") has called for redemption on September 15, 2018 (the "Redemption Date"), the outstanding (a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the "2009A Bonds"), (b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the "2009B Bonds"), and (c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the "2009C Bonds" and, with the 2009A Bonds and the 2009B Bonds, the "Bonds"), as described above, at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

To receive payment on the Redemption Date, owners of the Bonds should present and surrender said Bonds on the Redemption Date at the address of the Trustee set forth below:

Air Courier Service
Wells Fargo Bank, N.A.
Attn: Corporate Trust Operations
MAC N9300-070
600 South Fourth Street, 7th Floor
Minneapolis, MN 55415

Registered or Certified Mail
Wells Fargo Bank, N.A.
Attn: Corporate Trust Operations
MAC N9300-070
P.O. Box 1517
Minneapolis, MN 55480-1517

Neither the District nor the paying agent shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

IMPORTANT INFORMATION REGARDING TAX CERTIFICATION AND POTENTIAL WITHHOLDING: Pursuant to U.S. federal tax laws, you have a duty to provide the applicable type of tax certification form issued by the U.S. Internal Revenue Service ("IRS") to Wells Fargo Bank, N.A. Corporate Trust Services to ensure payments are reported accurately to you and to the IRS. In order to permit accurate withholding (or to prevent withholding), a complete and valid tax certification form must be received by Wells Fargo Bank, N.A. Corporate Trust Services before payment of the redemption proceeds is made to you. Failure to timely provide a valid tax certification form as required will result in the maximum amount of U.S. withholding tax being deducted from any redemption payment that is made to you.

Dated: _____, 2018

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

\$ _____
**SUCCESSOR AGENCY OF THE FORMER
DISSOLVED COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF BALDWIN PARK
Tax Allocation Refunding Bonds, Series 2018**

BOND PURCHASE AND RATE LOCK AGREEMENT

March ___, 2018

Successor Agency of the Former
Redevelopment Agency of the City of Coalinga
155 West Durian Street
Coalinga, CA 93210

Ladies and Gentlemen:

_____ (the "Purchaser"), offers to enter into this Bond Purchase and Rate Lock Agreement (the "Bond Purchase Agreement") with the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the "Successor Agency"), which will be binding upon the Successor Agency and the Purchaser upon the acceptance hereof by the Successor Agency. This offer is made subject to its acceptance by the Successor Agency by execution of this Bond Purchase Agreement and its delivery to the Purchaser on or before 5:00 P.M., California time, on the date hereof.

Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture, described below.

1. *Purchase and Sale.* Upon the terms and conditions and in reliance upon the representations, warranties and covenants herein, the Successor Agency hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Successor Agency, all (but not less than all) of the \$_____ Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018 (the "Bonds"), at the purchase price of \$_____ (the "Purchase Price"), being the principal amount of the Bonds. The Purchase Price will be delivered on the Closing Date (as defined in Section 5 below), to Wells Fargo bank, National Association, as trustee (the "Trustee"), on behalf of the Successor Agency.

The Successor Agency acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Successor Agency and the Purchaser; (ii) in connection with such transaction, including the process leading thereto, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the Successor Agency; (iii) the Purchaser has neither assumed an advisory or fiduciary responsibility in favor of the Successor Agency with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Successor Agency on other matters) nor has it assumed any other obligation to the Successor Agency except the

obligations expressly set forth in this Bond Purchase Agreement, (iv) the Purchaser has financial and other interests that differ from those of the Successor Agency; and (v) the Successor Agency has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Successor Agency hereby acknowledges receipt from Hilltop Securities, Inc. as placement agent (the "Placement Agent"), of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Placement Agent's role in the transaction, disclosures concerning the Placement Agent's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

The Bonds shall be dated the Closing Date, shall bear interest at the rate, shall mature on the date and in the principal amount and shall be subject to redemption, all as set forth in the Exhibit A attached hereto.

The Bonds are being issued pursuant to the provisions of section 34177.5 of the California Health and Safety Code and section 53580 *et seq.* of the California Government Code, a resolution of the Successor Agency, adopted on October 19, 2017 (the "Successor Agency Resolution"), a resolution of the Oversight Board for the Successor Agency of the Former Redevelopment Agency of the City of Coalinga, adopted on October 30, 2017 (the "Oversight Board Resolution"), and that certain Indenture of Trust, dated as of March 1, 2018 (the "Indenture"), by and between the Successor Agency and the Trustee. The Department of Finance of the State (the "Department of Finance") has issued a letter, dated _____, 2017, approving the issuance of the Bonds. The Bonds are special, limited obligations of the Successor Agency, payable from, and secured by a lien on Tax Revenues.

The Bonds are being issued for the purpose of (a) providing funds to the Successor Agency to (i) refund, on a current basis the current interest portion of the outstanding Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds (the "2000 Bonds"), (ii) refund, on an advance basis, the outstanding Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the "2009A Bonds"), (c) refund, on an advance basis, the outstanding Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the "2009B Bonds"), (d) refund, on an advance basis, the outstanding Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the "2009C Bonds" and, with the 2009A Bonds and the 2009B Bonds, the "2009 Bonds"), and (e) paying the costs of issuing the Bonds.

Pursuant to an escrow agreement (the "2000 Escrow Agreement"), by and between the Successor Agency and U.S. Bank National Association, as escrow bank (the "2000 Escrow Bank"), provision will be made for the defeasance of the 2000 Bonds and for the redemption of the 2000 Bonds in full on April 9, 2018, at the price of 100% of the principal amount thereof, plus accrued interest. Pursuant to an escrow agreement (the "2009 Escrow Agreement"), by and between the Successor Agency and Wells Fargo Bank, National Association, as escrow bank (the "2009 Escrow Bank"), provision will be made for the defeasance of the 2009 Bonds, for the payment of the principal of and interest on the 2009 Bonds to and including September 15, 2018, and for the redemption of the 2009 Bonds in full on September 15, 2018, at the price of 100% of the principal amount thereof.

2. Private Placement; Bonds Constitute Investment of Purchaser.

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

(b) The Purchaser is acquiring the Bonds for its own account and not with a view to, or for sale in connection with, any distribution thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the Bonds *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the Bonds in accordance with the provisions of the Indenture. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the Bonds. The Purchaser has required as a condition to the purchase of the Bonds that no application be made for the assignment of CUSIP numbers or to make the Bonds DTC eligible.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the Successor Agency and the Bonds and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the Successor Agency set forth in the Indenture and in the information set forth in any materials submitted to the Purchaser by the Successor Agency. The Successor Agency has furnished to the Purchaser all the information which the Purchaser, as a reasonable investor, has requested of the Successor Agency as a result of the Purchaser having attached significance thereto in making its investment decision with respect to the Bonds, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Successor Agency and the Bonds. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Bonds.

(d) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the Bonds and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that the Bonds are transferable with certain requirements, as described in the Indenture. The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the Successor Agency has not undertaken to provide any continuing disclosure with respect to the Bonds but that the Successor Agency has agreed to provide other ongoing information to the Purchaser as set forth in the Indenture and in Exhibit B attached hereto (the "Terms and Conditions").

3. *Representations, Warranties and Agreements of the Successor Agency.* The Successor Agency represents and warrants to the Purchaser that, as of the date hereof and as of the Closing Date:

(a) The Successor Agency is a public body, corporate and politic, organized and existing under the laws of the State of California (the "State"), and is authorized, among other things, (i) to issue the Bonds, and (ii) to secure the Bonds in the manner contemplated by the Indenture.

(b) The Successor Agency has the full right, power and authority (i) to adopt the Successor Agency Resolution, (ii) to enter into the Indenture, the Escrow Agreements and this Bond Purchase Agreement, (iii) to issue, sell and deliver the Bonds to the Purchaser as provided herein, and (iv) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents, and the Successor Agency has complied with all provisions of applicable law in all matters relating to such transactions.

(c) The Successor Agency has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance by the Successor Agency of this Bond Purchase Agreement, the Escrow Agreements and the Indenture, and (ii) the taking of any and all such action as may be required on the part of the Successor Agency to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. All consents or approvals necessary to be obtained by the Successor Agency in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The Bonds, when issued, authenticated and delivered in accordance with the Successor Agency Resolution and the Indenture, and sold to the Purchaser as provided herein, will constitute legal, valid and binding obligations of the Successor Agency, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and are entitled to the benefits of the laws of the State, the Indenture and the Successor Agency Resolution.

(e) Neither the execution and delivery by the Successor Agency of the Indenture, the Escrow Agreements, this Bond Purchase Agreement and of the Bonds nor the consummation of the transactions on the part of the Successor Agency contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the Successor Agency a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, note or other agreement or instrument to which the Successor Agency is a party or by which it is bound, (ii) any provision of the State Constitution, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the Successor Agency (or the members of the Successor Agency or any of its officers in their respective capacities as such) is subject.

(f) The Successor Agency has never been in default at any time, as to principal of or interest on any obligation which it has issued and the Successor Agency has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Tax Revenues pledged to the payment of the Bonds, whether such lien be on a parity with or senior to the lien thereon securing the Bonds.

(g) Except as otherwise specifically disclosed in writing to the Purchaser, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court,

public board or body, which has been served on the Successor Agency or, to the best knowledge of the Successor Agency, threatened, which in any way questions the powers of the Successor Agency referred to in paragraph (b) above, or the validity of any proceeding taken by the Successor Agency in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, the Escrow Agreements or the Indenture, or which, in any way, could adversely affect the validity or enforceability of the Indenture, the Escrow Agreements, the Bonds or this Bond Purchase Agreement or, to the knowledge of the Successor Agency, which in any way questions the exclusion from gross income of the recipients thereof the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or state tax laws or regulations or which in any way could materially adversely affect the availability of Tax Revenues.

(h) The financial statements of, and other financial information regarding the Successor Agency relating to the receipts, expenditures and cash balances of revenues by the Successor Agency as of June 30, 2016, fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of the Agency as of the dates and for the periods therein set forth. The financial statements of the Successor Agency have been prepared in accordance with generally accepted accounting principles consistently applied. There has not been any materially adverse change in the financial condition of the Successor Agency or in its operations since June 30, 2016, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(i) Any certificate signed by any official of the Successor Agency and delivered to the Purchaser in connection with the offer or sale of the Bonds shall be deemed a representation and warranty by the Successor Agency to the Purchaser as to the truth of the statements therein contained.

(j) The Successor Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(k) The Bonds shall not be registered or otherwise qualified under any Blue Sky or other securities laws.

(l) All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Successor Agency of, its obligations in connection with the Indenture have been duly obtained or made and are in full force and effect.

(m) Between the date of this Bond Purchase Agreement and the Closing Date, the Successor Agency will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Purchaser.

(n) The Successor Agency will apply the proceeds of the Bonds in accordance with the Indenture.

(o) As of the time of acceptance hereof and as of the Closing Date, except as otherwise specifically disclosed to the Purchaser, the Successor Agency has complied with the filing requirements of sections 33080 to 33080.6 and with Sections 33334.2, 33334.3 and 33334.6 of the Redevelopment Law.

(p) The Oversight Board has duly adopted the Oversight Board Resolution and no further Oversight Board approval or consent is required for the issuing of the Bonds.

(q) No further Department of Finance approval or consent is required for the issuance of the Bonds. The Successor Agency has received its Finding of Completion from the Department of Finance.

4. *Covenant of the Successor Agency.* The Successor Agency covenants, for the benefit of the Purchaser, that the Successor Agency will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5. *Closing.* On March 20, 2018, or at such other date and times as shall have been mutually agreed upon by the Successor Agency and the Purchaser (the "Closing Date"), the Successor Agency will deliver or cause to be delivered the Bonds to the Purchaser, and the Successor Agency shall deliver or cause to be delivered to the Purchaser the certificates, opinions and documents hereinafter mentioned, each of which shall be dated as of the Closing Date. The activities relating to the execution and delivery of the Bonds, opinions and other instruments as described in Section 7 of this Bond Purchase Agreement shall occur on the Closing Date. The delivery of the certificates, opinions and documents as described herein shall be made at the offices Quint & Thimmig LLP, in Larkspur, California ("Bond Counsel"), or at such other place as shall have been mutually agreed upon by the Successor Agency and the Purchaser. Such delivery is herein called the "Closing."

The Bonds will be prepared and physically delivered to the Purchaser on the Closing Date in the form of a separate single fully registered bond. The Bonds will be authenticated by the Trustee in accordance with the terms and provisions of the Indenture.

The Purchaser will pay the Purchase Price of the Bonds by delivering to the Trustee, for the account of the Successor Agency a wire transfer in federal funds of the Purchase Price payable to the order of the Trustee.

6. *Closing Conditions.* The obligations of the Purchaser hereunder shall be subject to the performance by the Successor Agency of its obligations hereunder at or prior to the Closing Date and are also subject to the following conditions:

(a) all terms and conditions contained in the Terms and Conditions of the Purchaser, attached hereto as Exhibit B, have been complied with to the Purchaser's satisfaction;

(b) the representations, warranties and covenants of the Successor Agency contained herein shall be true and correct in all material respects as of the Closing Date;

(c) as of the Closing Date, there shall have been no material adverse change in the financial condition of the Successor Agency;

(d) as of the Closing Date, all official action of the Successor Agency relating to this Bond Purchase Agreement, the Escrow Agreements and the Indenture shall be in full force and effect;

(e) as of the Closing Date, the Purchaser shall receive the following certificates, opinions and documents, in each case satisfactory in form and substance to the Purchaser:

(i) a copy of the Indenture, as duly executed and delivered by the Successor Agency and the Trustee;

(ii) a copy of the 2000 Escrow Agreement, as duly executed and delivered by the Successor Agency and the 2000 Escrow Bank;

(iii) a copy of the 2009 Escrow Agreement, as duly executed and delivered by the Successor Agency and the 2009 Escrow Bank;

(iv) an opinion of Bond Counsel, in form acceptable to the Purchaser, dated the Closing Date and addressed to the Successor Agency, with a reliance letter addressed to the Purchaser;

(v) a certificate, dated the Closing Date, of the Successor Agency executed by the Executive Director (or other duly appointed officer of the Successor Agency authorized by the Successor Agency by resolution of the Successor Agency) to the effect that (A) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Successor Agency or, to the knowledge of the Successor Agency, threatened against or affecting the Successor Agency to restrain or enjoin the Successor Agency's participation in, or in any way contesting the existence of the Successor Agency or the powers of the Successor Agency with respect to, the transactions contemplated by this Bond Purchase Agreement, the Escrow Agreements or the Indenture, and consummation of such transactions; and (B) the representations and warranties of the Successor Agency contained in this Bond Purchase Agreement are true and correct in all material respects, and the Successor Agency has complied with all agreements and covenants and satisfied all conditions to be satisfied at or prior to the Closing Date as contemplated by the Indenture, the Escrow Agreements and this Bond Purchase Agreement;

(vi) an opinion of counsel to the Successor Agency, dated the Closing Date and addressed to the Successor Agency and the Purchaser to the effect that:

(A) the Successor Agency is a public body, duly organized and existing under the laws of the State;

(B) the Successor Agency has full legal power and lawful authority to enter into the Indenture, the Escrow Agreements and this Bond Purchase Agreement and to undertake the transactions contemplated by such instruments;

(C) the Successor Agency Resolution has been duly adopted at a meeting of the governing body of the Successor Agency, which was called and held pursuant to the law and with all public notice required by law and at which a quorum was present and acting throughout and the Successor Agency Resolution is in full force and effect and has not been modified, amended or rescinded;

(D) the Indenture, the Escrow Agreements and this Bond Purchase Agreement have been duly authorized, executed and delivered by the Successor Agency and, assuming due authorization, execution and delivery by the other parties thereof, constitute the valid, legal and binding agreements of the Successor Agency enforceable in accordance with their terms; and

(E) Except as otherwise specifically disclosed to the Purchaser, there is no litigation, action, suit, proceeding or investigation (or any basis therefor) at law or in equity before or by any court, governmental agency or body, pending by way of a summons served against the Successor Agency or, to our knowledge, threatened against the Successor Agency, challenging the creation, organization or existence of the Successor Agency, or the validity of the Indenture, the Escrow Agreements or this Bond Purchase Agreement or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby or contesting the authority of the Successor Agency to enter into or perform its obligations under the Indenture, the Escrow Agreements or this Bond Purchase Agreement, or under which a determination adverse to the Successor Agency would have a material adverse effect upon the availability of Tax Revenues, or which, in any manner, questions the right of the Successor Agency to enter into, and perform under, the Indenture, the Escrow Agreements or this Bond Purchase Agreement;

(vii) an opinion of counsel to the Trustee, dated the Closing Date and addressed to the Successor Agency and the Purchaser, to the effect that:

(A) The Trustee is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Indenture;

(B) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the consummation of the transactions contemplated by the Indenture;

(viii) an opinion of counsel to the 2000 Escrow Bank, dated the Closing Date and addressed to the Successor Agency and the Purchaser, to the effect that:

(A) The 2000 Escrow Bank is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the 2000 Escrow Agreement;

(B) The 2000 Escrow Agreement has been duly authorized, executed and delivered by the 2000 Escrow Bank and the 2000 Escrow Agreement constitutes the legal, valid and binding obligation of the 2000 Escrow Bank enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the 2000 Escrow Bank that has not been obtained is or will be required for the execution and

delivery of the 2000 Escrow Agreement or the consummation of the transactions contemplated by the 2000 Escrow Agreement;

(ix) an opinion of counsel to the 2009 Escrow Bank, dated the Closing Date and addressed to the Successor Agency and the Purchaser, to the effect that:

(A) The 2009 Escrow Bank is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the 2009 Escrow Agreement;

(B) The 2009 Escrow Agreement has been duly authorized, executed and delivered by the 2009 Escrow Bank and the 2009 Escrow Agreement constitutes the legal, valid and binding obligation of the 2009 Escrow Bank enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the 2009 Escrow Bank that has not been obtained is or will be required for the execution and delivery of the 2009 Escrow Agreement or the consummation of the transactions contemplated by the 2009 Escrow Agreement;

(x) a certificate, dated the Closing Date, of the Trustee, signed by a duly authorized officer of the Trustee, to the effect that (A) the Trustee is duly organized and validly existing as a national banking association, with full corporate power to undertake the trust of the Indenture; (B) the Trustee has duly authorized, executed and delivered the Indenture and by all proper corporate action has authorized the acceptance of the trust of the Indenture; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Trustee (either in state or federal courts), or to the knowledge of the Trustee which would restrain or enjoin the execution or delivery of the Indenture, or which would affect the validity or enforceability of the Indenture, or the Trustee's participation in, or in any way contesting the powers or the authority of the Trustee with respect to, the transactions contemplated by the Indenture, or any other agreement, document or certificate related to such transactions;

(xi) a certificate, dated the Closing Date, of the 2000 Escrow Bank, signed by a duly authorized officer of the 2000 Escrow Bank, to the effect that (A) the 2000 Escrow Bank is duly organized and validly existing as a national banking association, with full corporate power to administer the 2000 Escrow Agreement; (B) the 2000 Escrow Bank has duly authorized, executed and delivered the 2000 Escrow Agreement and by all proper corporate action has authorized the acceptance of the 2000 Escrow Agreement; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the 2000 Escrow Bank (either in state or federal courts), or to the knowledge of the 2000 Escrow Bank which would restrain or enjoin the execution or delivery of the 2000 Escrow Agreement, or which would affect the validity or enforceability of the 2000 Escrow Agreement, or the 2000 Escrow Bank's participation in, or in any way contesting the powers or the authority of the 2000 Escrow Bank with respect to, the transactions contemplated by the 2000 Escrow Agreements, or any other agreement, document or certificate related to such transactions;

(xii) a certificate, dated the Closing Date, of the 2009 Escrow Bank, signed by a duly authorized officer of the 2009 Escrow Bank, to the effect that (A) the 2009 Escrow Bank is duly organized and validly existing as a national banking association, with full corporate power to administer the 2009 Escrow Agreement; (B) the 2009 Escrow Bank has duly authorized, executed and delivered the 2009 Escrow Agreement and by all proper corporate action has authorized the acceptance of the 2009 Escrow Agreement; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the 2009 Escrow Bank (either in state or federal courts), or to the knowledge of the 2009 Escrow Bank which would restrain or enjoin the execution or delivery of the 2009 Escrow Agreement, or which would affect the validity or enforceability of the 2009 Escrow Agreement, or the 2009 Escrow Bank's participation in, or in any way contesting the powers or the authority of the 2009 Escrow Bank with respect to, the transactions contemplated by the 2009 Escrow Agreements, or any other agreement, document or certificate related to such transactions;

(xiii) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Successor Agency and the Purchaser, to the effect that:

(A) this Bond Purchase Agreement and the Escrow Agreements have been duly authorized, executed and delivered by the Successor Agency and, assuming the valid execution and delivery by the other parties thereto, are valid and binding upon the Successor Agency, subject to the laws relating to bankruptcy, insolvency, reorganization of creditors' rights generally and to the application of equitable principles;

(B) the Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(xiv) an Arbitrage Certificate in the form satisfactory to Bond Counsel;

(xv) certified copies of the Successor Agency Resolution and the Oversight Board Resolution;

(xvi) evidence of the bond approval from the Department of Finance;

(xvii) the specimen Bond;

(xviii) evidence that the federal tax information form 8038-G with respect to the Bonds has been prepared by Bond Counsel for filing;

(xix) evidence of required filings with the California Debt and Investment Advisory Commission;

(xx) the report of Grant Thornton LLP, as verification agent, demonstrating the mathematical accuracy of the calculations as to the sufficiency of the securities and uninvested cash in the escrow fund established to meet the defeasance requirements of the 2009 Bonds;

(xxi) defeasance opinion of Bond Counsel with respect to the 2000 Bonds, dated the Closing Date and addressed to the Successor Agency, the Trustee, the 2000 Escrow Bank and the Purchaser, in form and substance satisfactory to the Purchaser;

(xxii) defeasance opinion of Bond Counsel with respect to the 2009 Bonds, dated the Closing Date and addressed to the Successor Agency, the Trustee, the 2009 Escrow Bank and the Purchaser, in form and substance satisfactory to the Purchaser;

(xxiii) A certificate of Wulff Hansen & Co. (the "Municipal Advisor"), dated the date of the Closing, confirming satisfaction of the savings requirements set forth in section 34177.5(a) of the Dissolution Act and that the Savings Parameters have been achieved, as required by Oversight Board Resolution; and

(xxiv) such additional legal opinions, certificates, instruments and other documents as the Purchaser may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing Date of the representations and warranties of the Successor Agency contained in this Bond Purchase Agreement and the due performance or satisfaction by the Successor Agency at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Successor Agency pursuant to this Bond Purchase Agreement and the Terms and Conditions.

7. *Termination.* The Purchaser shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date:

(a) a decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or offering circular by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues other income of the general character to be derived by the Successor Agency or by any similar body under the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds which, in the reasonable opinion of the Purchaser, materially adversely affects the market price of or market for the Bonds; or

(b) legislation shall have been enacted, or considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States shall have been rendered, the effect of which is that of the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(c) a stop order, ruling, regulation or offering circular by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution of the Indenture, as contemplated hereby, is or would be in violation of any provisions of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the

Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for or market price of the Bonds; or

(e) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for or market price of the Bonds; or

(f) a general banking moratorium shall have been declared by federal, New York or California authorities; or

(g) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Successor Agency; or

(h) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(i) the New York Stock Exchange or other national securities exchange, or any governmental or regulatory authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; or

(i) any change, which in the reasonable opinion of the Purchaser, materially adversely affects the marketability of the Bonds or, the financial condition of the Successor Agency.

8. *Contingency of Obligations.* The obligations of the Successor Agency hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. *Duration of Representations, Warranties, Agreements and Covenants.* All representations, warranties, agreements and covenants of the Successor Agency shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser or the Successor Agency and shall survive the Closing Date.

10. *Expenses.* The Successor Agency will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Bonds, costs of printing the Bonds, the fees and disbursements of the Trustee, the Placement Agent, the Municipal Advisor, Bond Counsel, counsel to the Successor Agency and counsel to the Purchaser, the fees and expenses of the Successor Agency's accountants and fiscal consultants and the reporting fee to the California Debt and Investment Advisory Commission. In the event this Bond Purchase Agreement shall terminate because of the default of the Purchaser, the Successor Agency will, nevertheless, pay, or cause to be paid, all of the expenses specified above. The Purchaser shall pay all expenses incurred by it in connection with its purchase of the Bonds other than the fees and expenses of its counsel.

11. *Notices.* Any notice or other communication to be given to the Successor Agency under this Bond Purchase Agreement may be given by delivering the same in writing to the

Finance Director of the City of Coalinga on behalf of the Successor Agency, 14403 East Pacific Avenue Coalinga, CA 91706, and any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to BBVA Compass, 999 18th Street, Suite 2800, Denver, CO 80202, Attention: Mr. Matthew J. Chorske, Senior Vice President and Manager.

12. *Parties in Interest.* This Bond Purchase Agreement is made solely for the benefit of the Successor Agency and the Purchaser (including the successors or assigns of the Purchaser) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

13. *Governing Law.* This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

14. *Headings.* The headings of the paragraphs of this Bond Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. *Severability.* In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

16. *Effectiveness.* This Bond Purchase Agreement shall become effective upon acceptance hereof by the Successor Agency.

17. *Counterparts.* This Bond Purchase Agreement may be executed in several counterparts which together shall constitute one and the same instrument.

Very truly yours,

_____, as Purchaser

By _____
Name _____
Title _____

Accepted and agreed to as of
the date first above written:

SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF COLINGA

By _____
Name _____
Title _____

Acknowledged:

_____, as Placement Agent

By _____
Name _____
Title _____

[Successor Agency of the Former
Redevelopment Agency of the City of Coalinga
Tax Allocation Refunding Bonds, Series 2018]

**EXHIBIT A TO THE
BOND PURCHASE AGREEMENT**

\$ _____
**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF BALDWIN PARK
Tax Allocation Refunding Bond, Series 2018**

MATURITY SCHEDULE

Maturity Date (September 15)	Principal Amount	Interest Rate
2025	\$ _____	_____ %

REDEMPTION PROVISIONS

No Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption in part on September 15, 2018, and on each September 15 thereafter, to and including September 15, 2025, from Mandatory Sinking Account Payments made by the Successor Agency at a redemption price equal to the principal amount thereof, without premium, in the aggregate respective amounts and on the respective dates as set forth in the following table.

Redemption Date (September 1)	Principal Amount
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025†	

† Maturity.

**EXHIBIT B TO THE
BOND PURCHASE AGREEMENT
TERMS AND CONDITIONS
ATTACHED**

The Total Estimated Cost of Issuance, which is subject to change when bonds are priced, is estimated at \$200,000. With the exception of the fiscal consultant fee, all other fees are payable solely from proceeds of the refunding.

Amount	Service Provider	Percent of Est. Issuance Fee
50,000	Bond Counsel - Quint & Thimmig	25.00%
45,000	Municipal Advisor – Wulff, Hansen & Co.	22.50%
28,500	Fiscal Consultant – RSG, Inc.	14.25%
22,000	Placement Agent - Hilltop Securities, Inc.	11.00%
25,000	Admin Fee (City)	12.50%
10,000	Trustee/Escrow – Wells Fargo	5.00%
8,500	Investors Counsel - TBD	4.25%
2,500	Verification Agent – Grant Thornton	1.25%
8,500	Miscellaneous	4.25%
200,000	Total Estimate	100.0%

INDENTURE OF TRUST

by and between the

**SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF COALINGA**

and

WELLS FARGO BANK, NATIONAL ASSOCIATION as Trustee

dated as of March 1, 2018

relating to:

\$ _____

**Successor Agency of the Former
Redevelopment Agency of the City of Coalinga
Tax Allocation Refunding Bonds, Series 2018**

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EXHIBIT A	FORM OF BOND
EXHIBIT B	FORM OF PURCHASER'S LETTER
EXHIBIT C:	RECOGNIZED OBLIGATION DEBT SERVICE PAYMENT SCHEDULE

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this “Indenture”), dated as of March 1, 2018, is by and between the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA, a public body duly organized and existing under the laws of the State of California (the “Successor Agency”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

RECITALS:

WHEREAS, pursuant to section 34172(a) of the California Health and Safety Code (unless otherwise noted, all section references hereinafter being to such Code), the Redevelopment Agency of the City of Coalinga, successor to the Redevelopment Agency of the City of Coalinga (the “Former Agency”), has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to section 34173, and the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the “Successor Agency”) has become the successor entity to the Former Agency;

WHEREAS, a redevelopment plan for the Former Agency’s Coalinga Redevelopment Project in the City of Coalinga (the “City”) has been adopted in compliance with all requirements of the Code (the “Redevelopment Project”);

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency incurred certain obligations to finance redevelopment activities within and for the benefit of the Redevelopment Project, of which the following remain outstanding:

(a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Tax Allocation Bonds (the “1993A Bonds”),

(b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Police Station Project Tax Allocation Bonds (the “1993B Bonds”),

(c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds (the “2000 Bonds”),

(d) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the “2009A Bonds”),

(e) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the “2009B Bonds”), and

(f) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the “2009C Bonds” and, with the 1993A Bonds, the 1993B Bonds, the 2000 Bonds, the 2009A Bonds and the 2009B Bonds, the “Former Agency Obligations”);

WHEREAS, section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Refunding Law”) for the purpose of achieving

debt service savings within the parameters set forth in section 34177.5(a)(1) (the "Savings Parameters");

WHEREAS, to determine compliance with the Savings Parameters for purposes of the issuance by the Successor Agency of its tax allocation refunding bonds (the "Refunding Bonds"), the Successor Agency has caused its municipal advisor, Wulff Hansen & Co. (the "Municipal Advisor"), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the Refunding Bonds to repay or refund all or a portion of the Former Agency Obligations (the "Debt Service Savings Analysis");

WHEREAS, the Debt Service Savings Analysis has demonstrated that a refunding of the current interest portion of the 2000 Bonds, the 2009A Bonds, the 2009B Bonds and the 2009C Bonds (the "Refundable Former Agency Obligations") will satisfy the Savings Parameters;

WHEREAS, to provide moneys to refund the Refundable Former Agency Obligations, the Successor Agency determined in its Resolution No. _____, adopted on October 19, 2017 (the "Successor Agency Resolution"), to issue the bonds, designated as the Successor Agency of the Former Redevelopment Agency of the City of Coalinga, Tax Allocation Refunding Bonds, Series 2018 (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"), so long as the requirements of section 34177.5(a) of the Law are satisfied in connection with the refunding transaction;

WHEREAS, on October 30, 2017, the Oversight Board for the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the "Oversight Board") adopted its Resolution No. _____ (the "Oversight Board Resolution"), pursuant to which the Oversight Board approved the issuance of the Bonds, and approved the other actions of the Successor Agency contemplated by the Successor Agency Resolution; and

WHEREAS, on November __, 2017, the Successor Agency submitted the Oversight Board Resolution to the California Department of Finance (the "DOF") for approval pursuant to section 34179(h) of the Law; and

WHEREAS, on _____, 2017, the DOF provided a letter to the Successor Agency approving the Oversight Board Resolution, conditioned upon the Bonds satisfying the requirements of section 34177.5(a) of the Law; and

WHEREAS, section 34177.5(f) of the Law provides, in relevant part, that "[i]f, under the authority granted to it by subdivision (h) of section 34179, the Department of Finance either reviews and approves or fails to request review within five business days of an oversight board approval of an action authorized by this section, the scheduled payments on the bonds or other indebtedness shall be listed in the Recognized Obligation Payment Schedule and shall not be subject to further review and approval by the department or the Controller"; and

WHEREAS, the total net interest cost to maturity of the Bonds plus the principal amount of the Bonds will not exceed the total net interest cost to maturity of the Former Agency Obligations to be refunded plus the principal amount of the Former Agency Obligations to be refunded; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and

secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Successor Agency has determined that all acts and proceedings required by law necessary to make the Bonds when executed by the Successor Agency and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken.

A G R E E M E N T :

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

ARTICLE I

DETERMINATIONS; DEFINITIONS

Section 1.01. Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"Agency" means the former Redevelopment Agency of the City of Coalinga.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds and any Parity Debt in such Bond Year, assuming that the Outstanding Bonds and Parity Debt are retired as scheduled, and (b) the principal or sinking fund amount of the Outstanding Bonds and Parity Debt payable by their terms in such Bond Year.

"Bonds" means the \$_____ Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018, and, when the context requires, any Parity Debt.

"Bond Year" means any twelve-month period beginning on September 16 in any year and ending on the next succeeding September 15, both dates inclusive, except that the first Bond Year shall begin on the Closing Date, and end on September 15, 2018.

"Business Day" means a day of the year, other than a Saturday or Sunday, on which banks in Los Angeles and San Francisco, California, are not required or permitted to be closed and on which the New York Stock Exchange is not closed.

"City" means the City of Coalinga, California.

"Closing Date" means March 20, 2018, being the date on which the Bonds are delivered by the Successor Agency to the original purchaser thereof.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, operating expenses, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the

Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, fiscal consultants, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

“County” means the County of Fresno, California.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.03.

“Date of Taxability” means the date from and for which interest on the Bonds is subject to federal income taxation as a result of a Determination of Taxability.

“Debt Service Fund” means the fund by that name established and held by the Trustee pursuant to Section 4.03.

“Default Rate” means ____% per annum based on a 360-day year of twelve thirty day months.

“Defeasance Obligations” means any one or more of the following:

(a) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - “SLGS”).

(b) Direct obligations of the Treasury which have been stripped by the Treasury itself.

(c) Resolution Funding Corp. (REFCORP) - Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

(d) Pre-refunded municipal bonds rated both Aaa by Moody’s and AAA by S&P

(e) Obligations issued by the following agencies which are backed by the full faith and credit of the United States:

- 1) U.S. Export-Import Bank (Eximbank)
 - i. Direct obligations or fully guaranteed certificates of beneficial ownership
- 2) Federal Financing Bank
- 3) General Services Administration
 - i. Participation certificates
- 4) U.S. Department of Housing and Urban Development (HUD)
 - i. Project Notes
 - ii. Local Authority Bonds

- iii. New Communities Debentures - U.S. government guaranteed debentures
- iv. U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds

"Determination of Taxability" means any determination, decision, or decree made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, that as a result of any actions or omissions of the Successor Agency or the Former Agency with respect to the Bonds the interest payable on the Bonds is includable in the gross income for federal income tax purposes of the Owner, provided, however, that no such Determination of Taxability shall be deemed to have occurred if the Successor Agency is contesting such determination in good faith and is diligently proceeding to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, or (b) abandonment of such appeal by the Successor Agency.

"Dissolution Act" means Parts 1.8 (commencing with section 34161) and 1.85 (commencing with section 34170) of Division 24 of the California Health and Safety Code, as amended.

"Event of Default" means any of the events described in Section 8.01.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, or (c) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

"Indenture" means this Indenture of Trust, by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom: (a) is in fact independent and not under domination of the Successor Agency; (b) does not have any substantial interest, direct or indirect, with the Successor Agency; and (c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

“Independent Financial Consultant” means any financial consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom: (a) is in fact independent and not under domination of the Successor Agency; (b) does not have any substantial interest, direct or indirect, with the Successor Agency, other than as original purchaser of the Bonds or any Parity Debt; and (c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

“Independent Redevelopment Consultant” means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom: (a) is judged by the Successor Agency to have experience in matters relating to the collection of Tax Revenues or otherwise with respect to the financing of redevelopment projects; (b) is in fact independent and not under domination of the Successor Agency; (c) does not have any substantial interest, direct or indirect, with the Successor Agency; and (d) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

“Interest Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

“Interest Payment Date” means March 15 and September 15 in each year, commencing September 15, 2018, so long as any of the Bonds remain Outstanding hereunder.

“Law” means the Community Redevelopment Law of the State, constituting Part 1 of Division 24 of the California Health and Safety Code, and the acts amendatory thereof and supplemental thereto.

“Maximum Annual Debt Service” means, as of the date of calculation, the largest Annual Debt Service for the current or any future Bond Year following the anticipated issuance of Bonds and Parity Debt.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the Successor Agency, (b) the ability of the Successor Agency to carry out its business in the manner conducted as of the date of this Indenture or to meet or perform its obligations under this Indenture on a timely basis, (c) the validity or enforceability of this Indenture, or (d) the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the Successor Agency in any court or before any arbitrator of any kind or before or by any Governmental Authority, (i) if determined adversely to the Successor Agency, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated by this Indenture, or (iii) may adversely affect (A) the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the Successor Agency to perform its obligations under this Indenture.

“Moody’s” means Moody’s Investors Service, its successors and assigns.

“Negotiated Pass-Through Amounts” means amounts paid to affected taxing agencies pursuant to the Pass-Through Agreements.

"1993 Bonds" means, collectively, the 1993A Bonds and the 1993B Bonds.

"1993A Bonds" means the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Tax Allocation Bonds.

"1993B Bonds" means the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Police Station Project Tax Allocation Bonds.

"Original Purchaser" means _____, the original purchaser of the Bonds upon their delivery by the Trustee on the Closing Date.

"Outstanding" when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

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

"Owner" or *"Bondowner"* or *"Bond Owner"* means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Parity Debt" means any loans, advances or indebtedness issued or incurred by the Successor Agency and secured by a pledge of the Tax Revenues on a parity with the Bonds pursuant to Section 3.04.

"Pass-Through Agreements" means, collectively, _____ and _____.

"Permitted Investments" means the following, but only to the extent that the same are acquired at Fair Market Value:

(a) 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) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(b) 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):

- (1) U.S. Export-Import Bank (Eximbank)
 - i. Direct obligations or fully guaranteed certificates of beneficial ownership
- (2) Federal Financing Bank
- (3) Federal Housing Administration Debentures (FHA)
- (4) General Services Administration

- i. Participation certificates
- (5) General Services Administration
 - i. GNMA- guaranteed mortgage-backed bonds
 - ii. GNMA - guaranteed pass-through obligations not acceptable for certain cash-flow sensitive issues
- (6) Bonds or notes issued by any state or municipality whose underlying ratings from Moody's and S&P are in the highest rating categories assigned by such agencies.
 - i. Project Notes
 - ii. Local Authority Bonds
 - iii. New Communities Debentures - U.S. government guaranteed debentures
 - iv. U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds
- (c) 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):
 - (1) Federal Home Loan Bank System Senior debt obligations
 - (2) Resolution Funding Corp. (REFCORP) obligations
 - (3) Farm Credit System Consolidated system wide bonds and notes
- (d) Certificates of deposit secured at all times by collateral described in (a) and/or (b) 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 Trustee on behalf of the Bondholders must have a perfected first security interest in the collateral.
- (e) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.
- (f) Bonds or notes issued by any state or municipality whose underlying ratings from Moody's and S&P are in the highest rating categories assigned by such agencies.
- (g) 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 or A or better by S&P.
- (h) Repurchase Agreements for 30 days or less, subject to the following criteria:
 - (1) Repos must be between the Trustee and a dealer bank or securities firm

- i. Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's, or
- ii. Banks rated "A" or above by S&P and Moody's.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Section 4.03.

"Principal Corporate Trust Office" means such principal corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the Successor Agency, initially being at 333 S. Grand Ave., 5th Floor, MAC E2064-05A, Los Angeles, CA 90071, Attention: Corporate, Municipal and Escrow Services; except that, with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted initially in Minneapolis, Minnesota.

"Rating Category" means any generic rating category of Moody's or S&P, without regard to any refinement of such category by plus or minus sign or by numerical or other qualifying designation.

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

"Record Date" means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"Redemption Account" means the account by that name established and held by the Trustee pursuant to Section 4.03.

"Redevelopment Obligation Retirement Fund" means the fund by that name referenced in Section 4.02 of this Indenture.

"Redevelopment Project" has the meaning given to such term in the second Recitals to this Indenture.

"Refunding Bond Law" means, collectively, section 34177.5(a)(1) of the Law and Section 53580 *et seq.* of the California Government Code

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Report" means a document in writing signed by an Independent Financial Consultant or an Independent Redevelopment Consultant and including: (a) 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; (b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and (c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

"Responsible Officer" means any Vice President, Assistant Vice President or Trust Officer of the Trustee with responsibility for matters related to this Indenture.

"S&P" means S&P Global Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and assigns.

"Sinking Account" means the account by that name established and held by the Trustee pursuant to Section 4.03.

"State" means the State of California.

"Statutory Pass-Through Amounts" means all amounts required to be paid to affected taxing agencies pursuant to Sections 33607.5 and/or 33607.7 of the Law.

"Successor Agency" means the Successor Agency of the Former Redevelopment Agency of the City of Coalinga, as successor to the Agency, being a public body corporate and politic duly organized and existing under the Law.

"Supplemental Indenture" means any resolution, agreement or other instrument which has been duly adopted or entered into by the Successor Agency, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Revenues" means the moneys deposited or available for deposit from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (b) of section 34170.5 of the Law, as provided in section 34183 of the Law, excluding (a) payments due with respect to the 1993 Bonds, (b) payments due with respect to the capital appreciation 2000 Bonds, (c) Statutory Pass-Through Amounts, and (d) Negotiated Pass-Through Amounts. If, and to the extent, that the provisions of section 34172 of the Law or section 34183 of the Law are invalidated by a final judicial decision, then Tax Revenues shall include all tax revenues allocated to the payment of indebtedness of the Successor Agency pursuant to section 33670 of the Law or such other section as may be in effect at the time providing for the allocation of tax increment revenues to the Successor Agency in accordance with Article XVI, Section 16 of the California Constitution.

"Taxable Rate" means ____% per annum based on a 360-day year of twelve thirty day months.

"Term Bonds" means any Bonds the principal of which is payable from sinking fund installments.

"Trustee" means Wells Fargo Bank, National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

"2000 Bonds" means the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project 2000 Tax Allocation Bonds, originally issued in the principal amount of \$3,404,941.75.

"2000 Escrow Agreement" means that certain Escrow Agreement, dated as of March 1, 2018, by and between the Successor Agency and the 2000 Escrow Bank, pursuant to which provision will be made for the defeasance of the 2000 Bonds and a sufficient amount will be deposited in the Escrow Fund to redeem all outstanding 2000 Bonds in full on January __, 2018, at the price of 100% of the principal amount thereof, plus accrued interest.

"2000 Escrow Bank" means U.S. Bank National Association, as escrow bank under the 2000 Escrow Agreement, or any successor thereto appointed as escrow bank thereunder.

"2000 Escrow Fund" means the escrow fund held by the 2000 Escrow Bank under and pursuant to the 2000 Escrow Agreement.

"2009 Bonds" means, collectively, the 2009A Bonds, the 2009B Bonds and the 2009C Bonds.

"2009A Bonds" means the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds, originally issued in the principal amount of \$3,235,000.

"2009B Bonds" means the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds, originally issued in the principal amount of \$2,660,000.

"2009C Bonds" means the Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds, originally issued in the principal amount of \$645,000.

"2009 Escrow Agreement" means that certain Escrow Agreement, dated as of March 1, 2018, by and among the Successor Agency and the 2009 Escrow Bank, pursuant to which provision will be made for the defeasance of the 2009 Bonds and a sufficient amount will be deposited in the Escrow Fund to pay the principal of and interest on the 2009 Bonds to and including September 15, 2018, and to redeem all outstanding 2009 Bonds in full on September 15, 2018, at the price of 100% of the principal amount thereof.

"2009 Escrow Bank" means Wells Fargo Bank National Association, as escrow bank under the 2009 Escrow Agreement, or any successor thereto appointed as escrow bank thereunder.

"2009 Escrow Fund" means the escrow fund held by the 2009 Escrow Bank under and pursuant to the 2009 Escrow Agreement.

"Written Request of the Successor Agency" or *"Written Certificate of the Successor Agency"* means a request or certificate, in writing signed by the Chair, the Executive Director or the Treasurer of the Successor Agency or by any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

Section 1.03. Rules of Construction. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS

Section 2.01. Authorization of Bonds. The Bonds in the aggregate principal amount of _____ dollars (\$_____) are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture and the Refunding Bond Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the "Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018."

Section 2.02. Terms of Bonds.

(a) The Bonds shall be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof. The Bonds shall mature on September 15, 2025, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rate of ____% per annum; *provided, however*, that so long as an Event of Default shall have occurred and is continuing, the interest rate may, at the option of the Owner, be increased to the Default Rate, as provided in a written notice to the Trustee and the Successor Agency and *provided further, however*, from and after the Date of Taxability following a Determination of Taxability, the interest rate may, at the option of the Owner, be increased to the Taxable Rate.

The Bonds shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned CUSIP numbers by Standard & Poor's CUSIP Service Bureau.

(b) Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; *provided however*, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee on or before the applicable Record Date. Such instructions shall remain in effect until rescinded in writing by the Owner. Principal of and redemption premium (if any) on any Bond shall be paid upon presentation and surrender thereof, at maturity or redemption, at the Principal Corporate Trust Office. Both the principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

(c) The Bonds shall be dated as of their date of delivery and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) the Bonds are

authenticated on or before March 1, 2018, in which event they shall bear interest from their date of delivery; *provided, however*, that if, as of the date of authentication of the Bonds, interest thereon is in default, the Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Original Purchaser, (i) the Trustee shall pay principal of and interest and redemption premium on the Bonds when due by wire transfer in immediately available funds to the Original Purchaser in accordance with wire transfer instructions set forth below (or such other wire instructions as shall be filed by the Original Purchaser with the Trustee from time to time), (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender of the Bonds by the Original Purchaser, and (iii) the Trustee shall not be required to give notice to the Original Purchaser of the redemption of Bonds under Section 2.03(b):

(e) Notwithstanding anything herein to the contrary, if any Interest Payment Date is not a Business Day, payments of principal and interest shall be due on the next succeeding Business Day with the same force and affect as if such payments were made on the Interest Payment Date.

Section 2.03. Redemption of Bonds.

(a) *No Optional Redemption.* The Bonds are not subject to optional redemption prior to maturity.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem Bonds under this subsection (a) with a designation of the maturities to be redeemed at least forty-five (45) (or such lesser number of days as acceptable to the Trustee, in the sole discretion of the Trustee), but not more than seventy-five (75) days, prior to the date fixed for such redemption.

(b) *Sinking Account Redemption.* The Bonds are subject to mandatory redemption from Sinking Account payments set forth in the following schedule on September 15, 2018, and on each September 15 thereafter to and including September 15, 2025, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any Sinking Account redemption date is not a Business Day, such payment shall be made on the next succeeding Business Day with the same force and affect as if such payment was made on the Sinking Fund redemption date.

Redemption Date (September 15)	Principal Amount
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	

† Maturity.

(c) *Notice of Redemption.* The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid) notice of any redemption at least thirty

(30) but not more than sixty (60) days prior to the redemption date, to the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books; but such mailing will not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will state the individual number of each Bond to be redeemed or state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding are to be redeemed, and will require that such Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Bonds under paragraph (a) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Indenture.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Section 2.04. Form of Bonds. The Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the Successor Agency by the signature of its Chair or its Executive Director and the signature of its Secretary who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Successor Agency although on the date of such Bond any such person shall not have been such officer of the Successor Agency.

Only such of the Bonds as shall bear thereon a Certificate of Authentication in the form hereinafter set forth, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary Bonds are issued pursuant to Section 2.09 hereof, the temporary Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, may be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.06. Transfer of Bonds.

(a) The Bonds may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bonds shall be surrendered for registration of transfer, the Successor Agency shall execute and the Trustee shall deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denominations. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

(b) Ownership of the Bonds may be transferred in whole only, but only to a person or persons that the Owner reasonably believes is either:

(i) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended,

(ii) an accredited investor as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, or

(iii) a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to qualified institutional buyers or accredited investors;

in each case that executes and delivers to the Trustee an investor letter in substantially the form attached hereto as Exhibit B.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office for a like aggregate principal amount of Bonds of other authorized denominations of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to exchange, under the provisions of this Section 2.07, either (a) any Bonds during the fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption or (b) any Bonds selected by the Trustee for redemption.

Section 2.08. Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive Bonds. If the Successor Agency issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations, interest rates and like maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Successor Agency and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF BONDS; PARITY DEBT

Section 3.01. Issuance of Bonds. Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver to the Trustee Bonds in the aggregate principal amount of _____ dollars (\$_____) and the Trustee shall authenticate and deliver the Bonds upon the Written Request of the Successor Agency.

Section 3.02. Application of Proceeds of Sale. Upon the receipt of the proceeds of the sale of the Bonds on the Closing Date of \$_____.00 (being the principal amount of the Bonds) the Trustee shall apply the proceeds of sale thereof as follows:

- (a) The Trustee shall deposit the amount of \$_____ in the Costs of Issuance Fund;
- (b) The Trustee shall transfer the amount of \$_____ to the 2000 Escrow Bank for deposit in the 2000 Escrow Fund; and
- (c) The Trustee shall transfer the amount of \$_____ to the 2009 Escrow Bank for deposit in the 2009 Escrow Fund.

The Trustee may establish, as it deems necessary, a temporary fund or account on its records to facilitate the deposits and transfers set forth herein.

Section 3.03. Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Costs of Issuance Fund," which shall be held by the Trustee in trust. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On the date six months following the Closing Date, or upon the earlier Written Request of the Successor Agency stating that all known Costs of Issuance have been paid, all amounts, if any, remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account, and the Trustee shall then close the Costs of Issuance Fund.

Section 3.04. Issuance of Parity Debt. In addition to the Bonds, the Successor Agency may issue or incur Parity Debt to refund all or any portion of the Bonds, or previously issued Parity Debt, in each case in such principal amount as shall be determined by the Successor Agency, pursuant to a separate or Supplemental Indenture adopted or entered into by the Successor Agency and Trustee if (a) the Successor Agency is in compliance with all covenants set forth in this Indenture, (b) the Parity Debt is in compliance with the requirements of section 34177.5(a)(1) of the Dissolution Act, and (c) the Annual Debt Service in each Bond Year following the issuance of such Parity Debt shall be less than or equal to the scheduled Annual Debt Service in each such Bond Year in the absence of such refunding.

The Supplemental Indenture providing for the issuance of the Parity Debt shall provide that:

- (a) Interest on the Parity Debt is payable on March 15 and September 15 in each year of the term thereof;

(b) The principal of the Parity Debt is payable on September 15 in any year in which principal is payable;

(c) The trustee for the Parity Debt is the same entity which performs the duties of Trustee for the Bonds; and

(d) A reserve account may, but shall not be required to, be established for the Parity Debt.

Section 3.05. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion to the Community Redevelopment Project or upon the performance by any person of his obligation with respect to the Redevelopment Project.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01. Security of Bonds; Equal Security. Except as provided in Sections 4.02 and 6.06, the Bonds and any Parity Debt shall be equally secured (a) by a pledge of, security interest in and lien on all of the Tax Revenues up to the amount shown in Exhibit C (subject to revision in the event interest on the Bonds is payable at the Default Rate or the Taxable Rate and to account for any other amounts due under this Indenture) but excluding all other Tax Revenues distributed on January 2 and June 1 in each Bond Year; and (b) by a first and exclusive pledge and lien upon all of the moneys in the Debt Service Fund without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. Except for the Tax Revenues, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the Bonds.

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

Section 4.02. Redevelopment Obligation Retirement Fund; Deposit of Tax Revenues. There has been established a special trust fund known as the "Redevelopment Obligation Retirement Fund," which shall be held by the Successor Agency pursuant to section 34170.5 of the Dissolution Act. There is hereby established a special trust fund known as the "Debt Service Fund" and the accounts therein referred to below which shall be held by the Trustee. The Successor Agency shall deposit all of the Tax Revenues received in any Bond Year in the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency. Amounts in the Redevelopment Obligation Retirement Fund shall be promptly transferred (a) to the Debt Service Fund established and held by the Trustee under this Indenture until such time during such Bond Year as the amounts so transferred to the Debt Service Fund hereunder equal the aggregate amounts required to be deposited by the Trustee into the Interest Account, the Principal Account, the Sinking Account and the Redemption Account of the Debt Service Fund in such Bond Year pursuant to Section 4.03 of this Indenture up to the amount shown in Exhibit C (subject to revision in the event interest on the Bonds is payable at the Default Rate or the Taxable Rate and to account for any other amounts due under this Indenture) but excluding all other Tax Revenues distributed on January 2 and June 1 in each Bond Year; and (b) for deposit in such Bond Year in the funds and accounts established with respect to Parity Debt, as provided in any Supplemental Indenture. In the event that the amount of Tax Revenues is not sufficient to pay the Bonds and any Parity Debt outstanding, any such insufficiency shall be allocated among the Bonds and any Parity Debt on a *pro rata* basis (based on the amount of debt service coming due during any such period of insufficiency).

Any Tax Revenues received during a Bond Year and held in the Redevelopment Obligation Retirement Fund, to the extent remaining after making the foregoing transfers to the Debt Service Fund and in respect of any Parity Debt in such Bond Year, shall be released from

the pledge and lien under this Indenture which secures the Bonds and any Parity Debt and may be applied for any lawful purposes of the Successor Agency, including but not limited to administrative costs of the Successor Agency.

Section 4.03. Deposit of Amounts by Trustee. There are hereby created accounts within the Debt Service Fund as set forth below, to be known respectively as the Interest Account, the Principal Account, the Sinking Account and the Redemption Account. Moneys in the Debt Service Fund will be transferred by the Trustee in the following amounts at the following times, for deposit by the Trustee in the following respective accounts within the Debt Service Fund, in the following order of priority:

(a) *Interest Account.* On or before the fifth Business Day preceding each Interest Payment Date or date of redemption of the Bonds, to the extent there are moneys available, the Trustee shall transfer funds from the Debt Service Fund for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds and Parity Debt on such Interest Payment Date or date of redemption of the Bonds. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and Parity Debt or date of redemption of the Bonds of the interest coming due on the Bonds to be redeemed. Subject to this Indenture, all moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds and Parity Debt as it becomes due and payable (including accrued interest on any Bonds and Parity Debt redeemed prior to maturity pursuant to this Indenture).

(b) *Principal Account.* On or before the fifth Business Day preceding each Interest Payment Date, commencing with the Interest Payment Date occurring on September 15, 2018, to the extent there are moneys available, the Trustee shall transfer funds from the Debt Service Fund for deposit in the Principal Account an amount equal to one-half of the principal payments becoming due and payable on Outstanding Bonds and Parity Debt on the next September 15, to the extent monies on deposit in the Debt Service Fund are available therefor. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal payments to become due on the next September 15 on all Outstanding Bonds and Parity Debt. Subject to this Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments of the Bonds and Parity Debt as it becomes due and payable.

(c) *Sinking Account.* On or before the fifth Business Day preceding each Interest Payment Date, commencing with the first such date on which principal (or any mandatory sinking payment) is due on any Term Bonds, to the extent there are moneys available, the Trustee shall transfer funds from the Debt Service Fund for deposit in the Sinking Account an amount equal to one-half of the sinking account payments becoming due and payable on any Bonds and Parity Debt that constitute Term Bonds on the next September 15, to the extent monies on deposit in the Debt Service Fund are available therefor. No such transfer and deposit need be made to the Sinking Account if the amount contained therein is at least equal to the sinking account payments to become due on the next September 15 on all Outstanding Bonds and Parity Debt that constitute Term Bonds. Subject to this Indenture, all moneys in the Sinking Account will be used and withdrawn by the Trustee solely for the purpose of paying the aggregate principal amount of the Term Bonds and term bonds relating to Parity Debt required to be redeemed on such September 15 pursuant to the provisions of the document providing for the issuance of any Parity Debt that constitutes Term Bonds.

(d) *Redemption Account.* On or before the fifth Business Day preceding any date on which Bonds are to be optionally redeemed, the Trustee shall withdraw from the Debt Service Fund and transfer to the Redemption Account an amount required to pay the principal of and premium, if any, on the Bonds to be redeemed on such date, taking into account any funds then on deposit in the Redemption Account. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be deposited in the Redemption Account. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the Bonds to be redeemed on the respective dates set for such redemption.

ARTICLE V

OTHER COVENANTS OF THE AGENCY

Section 5.01. Covenants of the Successor Agency. As long as the Bonds are outstanding and unpaid, the Successor Agency shall (through its proper members, officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Indenture or in any Bond issued hereunder, including the following covenants and agreements for the benefit of the Bondowners which are necessary, convenient and desirable to secure the Bonds and any Parity Debt; *provided, however*, that the covenants do not require the Successor Agency to expend any funds other than the Tax Revenues:

(a) *Use of Proceeds; Management and Operation of Properties*. The Successor Agency covenants and agrees that the proceeds of the sale of the Bonds will be deposited and used as provided in this Indenture and that it will manage and operate all properties owned by it comprising any part to the Redevelopment Project in a sound and businesslike manner.

(b) *No Priority*. The Successor Agency covenants and agrees that it will not issue any obligations payable, either as to principal or interest, from the Tax Revenues which have any lien upon the Tax Revenues prior or superior to the lien of the Bonds. Except as permitted by Section 3.04 hereof, it will not issue any obligations, payable as to principal or interest, from the Tax Revenues, which have any lien upon the Tax Revenues on a parity with the Bonds authorized herein. Notwithstanding the foregoing, nothing in this Indenture shall prevent the Successor Agency (i) from issuing and selling pursuant to law, refunding obligations payable from and having any lawful lien upon the Tax Revenues, if such refunding obligations are issued for the purpose of, and are sufficient for the purpose of, refunding all or a portion of the Outstanding Bonds and Parity Debt issued in accordance with Section 3.04, (ii) from issuing and selling obligations which have, or purport to have, any lien upon the Tax Revenues which is junior to the Bonds, or (iii) from issuing and selling bonds or other obligations which are payable in whole or in part from sources other than the Tax Revenues. As used herein "obligations" includes, without limitation, bonds, notes, interim certificates, debentures or other obligations.

(c) *Punctual Payment*. The Successor Agency covenants and agrees that it will duly and punctually pay or cause to be paid the principal of and interest on each of the Bonds on the date, at the place and in the manner provided in the Bonds.

(d) *Payment of Taxes and Other Charges*. The Successor Agency covenants and agrees that it will from time to time pay and discharge, or cause to be paid and discharged, all payments in lieu of taxes, service charges, assessments or other governmental charges which may lawfully be imposed upon the Successor Agency or any of the properties then owned by it in the Redevelopment Project, or upon the revenues and income therefrom, and will pay all lawful claims for labor, materials and supplies which if unpaid might become a lien or charge upon any of the properties, revenues or income or which might impair the security of the Bonds or the use of Tax Revenues or other legally available funds to pay the principal of and interest on the Bonds, all to the end that the priority and security of the Bonds shall be preserved; *provided, however*, that nothing in this covenant shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of the payment.

(e) *Books and Accounts; Financial Statements*. The Successor Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books and accounts

(separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Redevelopment Project and the Tax Revenues and other funds relating to the Redevelopment Project. The Successor Agency will prepare within one hundred eighty (180) days after the close of each of its Fiscal Years a post-audit of the financial transactions and records of the Successor Agency for the Fiscal Year to be made by an Independent Certified Public Accountant appointed by the Successor Agency.

(f) *Eminent Domain Proceeds*. The Successor Agency covenants and agrees that if all or any part to the Redevelopment Project should be taken from it without its consent, by eminent domain proceedings or other proceedings authorized by law, for any public or other use under which the property will be tax exempt, it shall take all steps necessary to adjust accordingly the base year property tax roll of the Redevelopment Project.

(g) *Protection of Security and Rights of Bondowners*. The Successor Agency covenants and agrees to preserve and protect the security of the Bonds and the rights of the Bondowners and to contest by court action or otherwise (i) the assertion by any officer of any government unit or any other person whatsoever against the Successor Agency that (A) the Law is unconstitutional or (B) that the Tax Revenues pledged under this Indenture cannot be paid to the Successor Agency for the debt service on the Bonds or (ii) any other action affecting the validity of the Bonds or diluting the security therefor, including, with respect to the Tax Revenues.

(h) *Tax Covenants*. The Successor Agency covenants and agrees to contest by court action or otherwise any assertion by the United States of America or any departments or agency thereof that the interest received by the Bondowners is includable in gross income of the recipient under federal income tax laws on the date of issuance of the Bonds. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest with respect to the Bonds and Parity Debt will not be adversely affected for federal income tax purposes, the Successor Agency covenants to comply with all applicable requirements of the Tax Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(i) *Rebate Requirement*. The Successor Agency shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government. In the event that the Successor Agency shall determine that any amounts are due and payable to the United States of America hereunder and that the Trustee has on deposit an amount of available moneys (excluding moneys on deposit in the Interest Account, the Principal Account or the Sinking Account and excluding any other moneys required to pay the principal of or interest or redemption premium, if any, on the Bonds) to make such payment, the Successor Agency shall promptly pay from available Tax Revenues or any other source of legally available funds the sum of (A) one hundred percent (100%) of the amounts determined to be due and payable to the United States of America as a result of the investment of amounts on deposit in any fund or account established hereunder, plus (B) all other amounts due and payable to the United States of America.

(ii) *Private Business Use Limitation*. The Successor Agency shall assure that the proceeds of the Bonds are not used in a manner which would cause the Bonds to become "private activity bonds" within the meaning of section 141(a) of the Tax Code.

(iii) *Private Loan Limitation*. The Successor Agency shall assure that no more than five percent (5%) of the net proceeds of the Bonds are used, directly or indirectly,

to make or finance a loan (other than loans constituting nonpurpose obligations as defined in the Tax Code or constituting assessments) to persons other than state or local government units.

(iv) Federal Guarantee Prohibition. The Successor Agency shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code.

(v) No Arbitrage. The Successor Agency shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Tax Code.

(i) *Compliance with Dissolution Act; Recognized Obligation Payment Schedules.* The Successor Agency covenants that it will comply with all of the requirements of the Dissolution Act applicable to it and to the Bonds. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to take all actions required under the Dissolution Act to prepare and file Recognized Obligation Payment Schedules so as to enable the Fresno County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund (as such term is used in the definition "Tax Revenues" in this Indenture) for deposit in the Redevelopment Obligation Retirement Fund all amounts as shall be required to enable the Successor Agency to timely pay the principal of, and interest on, all Outstanding Bonds coming due in each Fiscal Year, including any amounts required to replenish a reserve account established for any Parity Debt.

Without limiting the generality of the foregoing, the Successor Agency shall take all actions required under the Dissolution Act to file a Recognized Obligation Payment Schedule by February 1 in each year, commencing February 1, 2018, in accordance with section 34177 of the Redevelopment Law. For the semiannual period ending each June 30, the Recognized Obligation Payment Schedule shall request the payment to the Successor Agency of an amount of Tax Revenues which is at least equal to the following:

(i) from the RPTTF distributed to the Successor Agency on January 2, 100% of the amount of interest on the Bonds and all Outstanding Parity Debt coming due and payable on the next succeeding March 15, plus a reserve for all or a portion of the interest and principal due on September 15, as shown on Exhibit C attached hereto (subject to revision in the event interest on the Bonds is payable at the Default Rate or the Taxable Rate and to account for any other amounts due under this Indenture); and

(ii) any amount then required to replenish the amount in any reserve account established for any Parity Debt.

For the semiannual period ending each December 31, the Recognized Obligation Payment Schedule which includes such period shall request the payment to the Successor Agency of an amount of Tax Revenues which is at least equal to the remaining principal and interest due on the Bonds and all Outstanding Parity Debt coming due and payable on the next succeeding September 15 as shown on Exhibit C hereto (subject to revision in the event interest on the Bonds is payable at the Default Rate or the Taxable Rate and to account for any other amounts due under this Indenture), and not received or reserved in the period ending June 30.

The foregoing actions shall include, without limitation, placing on the periodic Recognized Obligation Payment Schedule for approval by the Oversight Board and the California Department of Finance, to the extent required, the amounts to be held by the Successor Agency as a reserve for the timely payment of principal of and interest on the Bonds and all Outstanding Parity Debt coming due in the succeeding Fiscal Year.

(j) *Further Assurances.* The Successor Agency covenants and agrees to adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Indenture.

(k) *Reporting Requirements.* The Successor Agency hereby covenants and agrees that it will provide to the Owner:

(i) the Comprehensive Annual Financial Report (CAFR) of the City within nine months after the end of each fiscal year, which shall include audited financial statements of the City, including the Successor Agency, with a standard opinion provided by the auditor in accordance with Generally Accepted Accounting Principles including required supplemental information;

(ii) a Report of an Independent Redevelopment Consultant or certification of the Successor Agency (A) demonstrating the ratio of Tax Revenues to scheduled debt service on the Bonds, any Outstanding Bonds and any subordinate obligations for the prior fiscal year, and (B) the remaining tax increment distributed to public entities; (C) assessed valuation of the taxable property in the Redevelopment Project for the prior Fiscal Year, (D) and the top ten taxpayers as shown on the records of the County Assessor for such period and percent of gross revenues from each; (E) gross increment tax revenues for the prior fiscal year and details on any pass-throughs in such fiscal year; and (F) such additional information with respect to the Redevelopment Project, the Successor Agency or Tax Revenues as the Owner may from time to time reasonably request. Upon written notice to each Bondowner, any information to be provided pursuant to this covenant may be provided directly to the Owner or may be disseminated through the dissemination services provided through EMMA;

(iii) As soon as practicable, but no later than within nine months after the end of each fiscal year, a copy of the State Department of Finance approved ROPS filing in the event the information cannot be obtained through the State Department of Finance at <http://www.dof.ca.gov/redevelopment/ROPS/view.php>;

(iv) within nine months after the end of each fiscal year or as soon thereafter as such documents become available, copies of the Department of Finance Distribution Reports for the prior fiscal year from the County Auditor-Controller to the extent not posted on the County's website at <http://auditor.lacounty.gov/successor-agency-documentation/>; and

(v) immediately upon the Successor Agency's knowledge thereof, notices of (A) any default on any debt obligation, (B) Material Litigation, (C) material governmental proceedings, (D) Material Adverse Effect, or (e) a Determination of Taxability.

(l) *Event of Default.* The Successor Agency shall immediately notify the Trustee and the Owner by telephone, promptly confirmed in writing, of any event, action or failure to take any

action which constitutes an event of default under any obligation or this Indenture, together with a detailed statement by an authorized representative of the Successor Agency of the steps being taken by the Successor Agency to cure the effect of such event of default.

(m) *Action, Suit or Proceeding.* The Successor Agency shall promptly notify the Trustee in writing (and the Trustee shall in turn notify the Bondowners) (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the Successor Agency which involve claims equal to or in excess of \$100,000 or that seeks injunctive relief, any material litigation and the occurrence of any Material Adverse Change.

(n) *Costs and Expenses.* Subject to the following sentence, the Successor Agency agrees to pay the reasonable out-of-pocket expenses and disbursements of the Owners and the necessary and reasonable fees, expenses and disbursements of counsel to the Owners in connection with (A) obtaining any waiver or consent under this Indenture (whether or not the transactions contemplated thereby shall be consummated) or any Event of Default hereunder, (B) the preparation, execution, delivery, administration, defense and enforcement or preservation of rights in connection with a workout, restructuring or waiver with respect to the Bonds, and (C) the occurrence of an Event of Default and collection and other enforcement proceedings resulting therefrom.

(o) *Indemnification.* The Successor Agency covenants and agrees to indemnify and hold harmless, to the extent permitted by law, the Owner and its incorporators, members, commissioners, directors, officers, agents and employees (collectively, the "Owner Indemnified Persons") against all liability, losses, damages, all reasonable costs and charges (including reasonable fees and disbursements of attorneys, accountants, consultants and other experts), taxes, causes of action, suits, claims, demands and judgments of every conceivable kind, character and nature whatsoever, by or on behalf of any person arising in any manner from the transaction of which this Indenture or the Bonds is a part, including, but not limited to, losses, claims, damages, liabilities or reasonable expenses arising out of, resulting from or in any way connected with (i) the operation of the Redevelopment Project; (ii) any violation of contract, agreement (including this Indenture) or restriction relating to the Redevelopment Project; or (iii) the carrying out of any of the transactions contemplated by this Indenture, the Bonds and all documents related thereto.

(p) *Protection of Tax Revenues.* The Successor Agency shall not enter into any agreement with any other governmental entity, or amend any such agreement, if such agreement or amendment would have the effect of reducing the amount of Tax Revenues available to the Successor Agency for the payment of principal or interest payments on the Bonds or other payments required by this Indenture or any Supplemental Indenture without the prior written consent of the Owner.

ARTICLE VI
THE TRUSTEE

Section 6.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Successor Agency may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing), or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (e) of this Section 6.01, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall immediately appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture

and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then has a current rating on the Bonds and to the Owners at their respective addresses shown on the Registration Books. If the Successor Agency fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Successor Agency.

(e) Any Trustee appointed under the provisions of this Section 6.01 in succession to the Trustee shall be a financial institution having a corporate trust office in the State, having (or in the case of a corporation or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section 6.01.

Section 6.02. Merger or Consolidation. Any bank, corporation or trust company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank, corporation or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, corporation or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, corporation or trust company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds or the tax status of interest thereon nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith, unless it can be proven that the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default, except failure to cause to be made any of the payments required to be made to the Trustee, unless the Trustee shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Successor Agency's certificates to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Tax Revenues into the Redevelopment Obligation Retirement Fund and the investment and application of moneys on deposit in the Redevelopment Obligation Retirement Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

The Trustee shall have no liability or obligation to the Bond Owners with respect to the payment of debt service by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to this Indenture or otherwise.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and shall be entitled to opinion and advice of counsel concerning all matters of trust and its duties hereunder. The Trustee shall not be responsible for the negligence or willful misconduct of any agent, attorney or receiver appointed with due care by it hereunder.

The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

Before taking any action under Article VIII or this Article at the written request of a majority of the Owners, the Trustee may require that a satisfactory indemnity bond be

furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds. The Trustee shall not be accountable for the use or application by the Successor Agency or any other party of any funds which the Trustee has released in accordance with the terms of this Indenture. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees, agents and attorneys. Whether or not expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of the Trustee shall be subject to the provisions of this Article VI.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Section 6.04. Right to Rely on Documents and Opinions. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, opinion or other paper or document believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or Report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture provided, however, that: (a) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

Section 6.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06. Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a first lien on the Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel).

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense and liabilities, including legal fees and expenses, which it may incur arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.07. Deposit and Investment of Moneys in Funds. Subject to the provisions of Article IV hereof, all moneys held by the Trustee shall, at the written direction of the Successor Agency, be invested only in Permitted Investments. If the Trustee receives no written directions from the Successor Agency as to the investment of moneys held in any fund or account, the Trustee shall request such written direction from the Successor Agency and, pending receipt of instructions, shall invest such moneys solely in Permitted Investments described in the Wells Fargo Government Money Market Fund.

(a) Moneys in the Redevelopment Obligation Retirement Fund shall be invested by the Successor Agency only in obligations permitted by the Law which will by their terms mature not later than the date the Successor Agency estimates the moneys represented by the particular investment will be needed for withdrawal from the Redevelopment Obligation Retirement Fund.

(b) Moneys in the Interest Account, the Principal Account, the Sinking Account and the Redemption Account of the Debt Service Fund shall be invested only in obligations which will by their terms mature on such dates as to ensure that before each interest and principal payment date, there will be in such account, from matured obligations and other moneys already in such account, cash equal to the interest and principal payable on such payment date.

Obligations purchased as an investment of moneys in any of the funds or accounts shall be deemed at all times to be a part of such respective Fund or Account and the interest accruing thereon and any gain realized from an investment shall be credited to such Fund or Account and any loss resulting from any authorized investment shall be charged to such Fund

or Account without liability to the Trustee. The Successor Agency or the Trustee, as the case may be, shall sell or present for redemption any obligation purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such Fund or Account as required by this Indenture and shall incur no liability for any loss realized upon such a sale. All interest earnings received on any monies invested in the Interest Account, Principal Account, Sinking Account or Redemption Account, to the extent they exceed the amount required to be in such Account, shall be transferred on each Interest Payment Date to the Debt Service Fund. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 6.07. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.07 hereof. The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

The value of Permitted Investments shall be determined as follows: (i) as to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (ii) as to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (iii) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and (iv) as to any investment not specified above: the value thereof established by prior agreement between the Successor Agency and the Trustee. If more than one provision of this definition of "value" shall apply at any time to any particular investment, the value thereof at such time shall be determined in accordance with the provision establishing the lowest value for such investment; provided, notwithstanding the foregoing, in making any valuations hereunder, the Trustee may utilize and conclusively rely upon such pricing services as may be regularly available to it, including, without limitation, those within its regular accounting system.

Section 6.08. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions relating to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency upon reasonable prior notice, at reasonable hours and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, at least monthly, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture. The Trustee shall maintain and store such records pursuant to its retention policies then in effect.

Section 6.09. Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 6.09 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them; *provided, however*, in no event shall the Trustee be responsible or liable for the acts or omissions of any co-trustee.

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

Section 6.10. Other Transactions with Successor Agency. The Trustee, either as principal or agent, may engage in or be interested in any financial or other transaction with the Successor Agency.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01. Amendment. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without the consent of any Owners, to the extent permitted by law and only for any one or more of the following purposes:

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

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Successor Agency, materially adversely affect the interests of the Owners; or

(c) to provide for the issuance of Parity Debt in accordance with Section 3.04; or

(d) to amend any provision hereof relating to the requirements of or compliance with the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exemption from federal income taxation of interest on any of the Bonds, in the opinion of nationally recognized bond counsel.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In addition, the Trustee shall be provided an opinion of counsel concerning the Supplemental Indenture's lack of any material adverse effect on the Owners and that all conditions precedent for any supplement or amendment has been satisfied.

Section 7.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the

Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency, the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Principal Corporate Trust Office, without cost to such Owners.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal or sinking fund payment of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of sixty (60) days following receipt by the Successor Agency of written notice from the Trustee or any Owner of the occurrence of such default provided that if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such 60 day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency within such 60 day period and the Successor Agency thereafter diligently and in good faith cures such failure within 120 days; or

(c) if the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Successor Agency or of the whole or any substantial part of its property.

Notwithstanding the foregoing, in the event the Successor Agency fails to file a Recognized Obligation Payment Schedule within the time required by the Dissolution Act, as it may be amended from time to time, the Owner shall have the right to file a writ of mandate to enforce the Successor Agency's obligation to file such Recognized Obligation Payment Schedule in accordance with Section 5.01(i) hereof and the Dissolution Act.

From and during the continuance of an Event of Default, the Bonds shall, at the option of the Owner, bear interest at the Default Rate.

If an Event of Default has occurred under this Section 8.01 and is continuing, the Trustee may, and, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) the Trustee shall, subject to the provisions of Section 8.06, exercise any other remedies available to the Trustee and the Bond Owners in law or at equity.

Promptly upon receiving written notice of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency by telephone

confirmed in writing. With respect to any Event of Default described in clauses (a) or (c) above the Trustee shall, and with respect to any Event of Default described in clause (b) above the Trustee in its sole discretion may, also give such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall accrue at the Default rate (at the option of the Owner); provided that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

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

Section 8.02. Application of Funds Upon Acceleration. All of the Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees, expenses of the Trustee; and

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

Section 8.03. Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for

any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made Written Request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such Written Request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

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

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section 8.03 or any other provision of this Indenture.

Section 8.04. Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

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

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

Section 8.05. Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds or Parity Debt shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion

of the Trustee as such attorney-in-fact; *provided, however*, the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel).

Section 8.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

Section 8.07. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Successor Agency, the Trustee, their officers, employees and agents, and the Owners any right, remedy or claim under or by reason of this Indenture, or any covenant, condition or stipulation of this Indenture, and all covenants, stipulations, promises and agreements in this Indenture shall be for the sole and exclusive benefit of the Successor Agency, the Trustee, their officers, employees and agents, and the Owners.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Indenture. If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

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

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

(c) by irrevocably depositing with the Trustee, in trust, or an escrow agent in an irrevocable escrow, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or the applicable portion of (including all principal, interest and redemption premiums) at or before maturity;

and, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Section 2.03(c) or provision satisfactory to the Trustee shall have been made for the giving of such notice, then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only (a) the covenants of the Successor Agency hereunder with respect to the Code, (b) the obligation of the Trustee to transfer and exchange Bonds hereunder, (c) the obligations of the Successor Agency under Section 6.06 hereof, and (d) the obligation of the Successor Agency to pay or cause to be paid to the Owners, from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee all fees, expenses and costs of the Trustee. In the event the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency.

To accomplish defeasance the Successor Agency shall cause to be delivered (i) a Report of an Independent Accountant verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or earlier redemption date ("Verification"), (ii) an escrow deposit agreement, and (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under this Indenture; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Successor Agency and the Trustee.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

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

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, *provided, however*, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.05. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Upon request of the Trustee, the Successor Agency shall specify to the Trustee those Bonds disqualified pursuant to this Section 9.05.

Section 9.06. Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal of or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07. Destruction of Canceled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or canceled pursuant to the provisions of this Indenture, the Trustee shall cancel such bonds and dispose of such bonds in a manner deemed appropriate by the Trustee.

Section 9.08. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by first class, registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Successor Agency:	Successor Agency of the Former Redevelopment Agency of the City of Coalinga c/o City of Coalinga 155 West Durian Street Coalinga, CA 93210 Attention: City Manager Phone: (____) ____-____
If to the Trustee:	Wells Fargo Bank, National Association 333 S. Grand Avenue, 5th Floor MAC E2064-05A Los Angeles, CA 90071 Attention: Corporate, Municipal and Escrow Services Phone: (213) 253-7517
If to the Original Purchaser:	_____ _____ _____ Attention: _____ Phone: (____) ____-____

The Successor Agency and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.09. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Treasurer of the Successor Agency in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.10. Unclaimed Moneys. Subject to applicable laws with respect to the escheat of funds, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall

thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.

Section 9.11. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12. Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State applicable to contracts made and performed in the State.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA, has caused this Indenture to be signed in its name by its officer thereunto duly authorized and attested by its Secretary, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF COALINGA

By _____
Executive Director

Attest:

Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

EXHIBIT A
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF FRESNO

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH SECTION 2.06 OF THE INDENTURE DESCRIBED HEREIN.
--

**SUCCESSOR AGENCY TO THE
DISSOLVED COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF COALINGA
Tax Allocation Refunding Bond, Series 2018**

INTEREST RATE	MATURITY DATE	DATED DATE
____%	September 15, 2025	March 20, 2018

REGISTERED OWNER: _____

PRINCIPAL SUM: _____ DOLLARS

The SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date (the "Record Date"), in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before March 1, 2018, in which event it shall bear interest from the Dated Date above; *provided however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on each March 15 and September 15, commencing March 15, 2018, or, if such day is not a Business Day (as such term is defined in the Indenture, hereinafter defined), on the next succeeding Business Day (each an "Interest Payment Date"), calculated on the basis of 360-day year comprised of twelve 30-day months.

From and after a Determination of Taxability the Bonds shall, at the option of the Registered Owner, bear interest at the Taxable Rate specified in the Indenture. Further, from

and during the continuance of an Event of Default under the Indenture, the Bonds shall, at the option of the Owner, bear interest at the Default Rate specified in the Indenture.

Principal hereof and premium, if any, upon early redemption hereof are payable upon surrender of this Bond at the Principal Corporate Trust Office (as such term is defined in the Indenture) of Wells Fargo Bank, National Association, as trustee (the "Trustee"), or at such other place as designated by the Trustee. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee as of the Record Date for which such Interest Payment Date occurs; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose on or before the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018" (the "Bonds"), of an aggregate principal amount of _____ dollars (\$_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption and other provisions) and all issued pursuant to the provisions of section 34177.5 of the California Health and Safety Code and Section 53580 *et seq.* of the California Government Code and pursuant to Resolution No. _____ of the Successor Agency, adopted on October 19, 2017, and Resolution No. _____, adopted by the Oversight Board on October 30, 2017, and an Indenture of Trust, dated as of March 1, 2018, entered into by and between the Successor Agency and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. Additional bonds, or other obligations may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the California Health and Safety Code (the "Redevelopment Law") for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to (a) refund various obligations of the Successor Agency, and (b) pay certain expenses of the Successor Agency in issuing the Bonds.

The Bonds are special obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Tax Revenues being the moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of section 34172 the California Health and Safety Code, as provided in paragraph (2) of subdivision (a) of section 34183 of the California Health and Safety Code. If, and to the extent, that the provisions of section 34172 or paragraph (2) of subdivision (a) of section 34183 the California Health and Safety Code are invalidated by a final judicial decision, then Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to section 33670 of the California

Health and Safety Code 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.

There has been created and will be maintained by the Successor Agency, the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment of the principal of and the interest and redemption premium, if any, on the Bonds and any Parity Debt (as defined in the Indenture) when due. As and to the extent set forth in the Indenture, all such Tax Revenues are pledged, in accordance with the terms and provisions of the Indenture and the Redevelopment Law, for the security and payment of the Bonds and any Parity Debt. In addition, the Bonds and any Parity Debt are secured by a pledge of, security interest in and lien upon moneys in the Redevelopment Obligation Retirement Fund, the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account and the Redemption Account (as such terms are defined in the Indenture), all to the extent set forth in the Indenture. Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise be liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds are not subject to optional redemption prior to maturity.

The Bonds are subject to mandatory redemption from Sinking Account payments set forth in the following schedule on September 15, 2018, and on each September 15 thereafter to and including September 15, 2025, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any Sinking Account redemption date is not a Business Day, such payment shall be made on the next succeeding Business Day with the same force and affect as if such payment was made on the Sinking Fund redemption date.

<u>Redemption Date</u> <u>(September 15)</u>	<u>Principal</u> <u>Amount</u>
---	-----------------------------------

† Maturity.

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

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

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bonds during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bonds selected for redemption.

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

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

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

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

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

IN WITNESS WHEREOF, the Successor Agency of the Former Redevelopment Agency of the City of Coalinga has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Chair and attested by the facsimile signature of its Secretary, all as of Dated Date stated above.

SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF COALINGA

By: _____
Chair

Attest:

By: _____
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

Authentication Date: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint

attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution (banks, stock brokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program) pursuant to Securities and Exchange Commission Rule 17 Ad-15.

NOTICE: The signature(s) on 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.

EXHIBIT B
FORM OF PURCHASER'S LETTER

Successor Agency of the Former
Redevelopment Agency of the City of Coalinga
155 West Durian Street
Coalinga, CA 93210

Re: Successor Agency of the Former Redevelopment Agency of the City of Coalinga
Tax Allocation Refunding Bonds, Series 2018

Ladies and Gentlemen:

The undersigned (the "Purchaser"), being the purchaser of the above-referenced bonds (the "Bonds") does hereby certify, represent and warrant for the benefit of the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the "Successor Agency") and Wells Fargo Bank, National Association, as trustee (the "Trustee") that:

(a) The Purchaser (MARK OR INDICATE APPROPRIATELY):

[] is a qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"),

[] is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or

[] is a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors.

(b) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(c) The Purchaser is not now and has never been controlled by, or under common control with, the Successor Agency. The Successor Agency has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the Successor Agency or with any affiliate in connection with the Bonds, other than as disclosed to the Successor Agency.

(d) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The individual who is signing this letter on behalf of the Purchaser is a duly appointed, qualified, and acting officer of

the Purchaser and is authorized to cause the Purchaser to make the certificates, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

(e) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(f) The Purchaser acknowledges that it has the right to sell and transfer the Bonds, subject to compliance with the transfer restrictions set forth in Section 2.06 of the Indenture of Trust, dated as of March 1, 2018, by and between the Successor Agency and the Trustee (the "Indenture"), including in certain circumstances the requirement for the delivery to the Successor Agency and the Trustee of an investor's letter in the same form as this Investor's Letter, including this paragraph. Failure to comply with the provisions of Section 2.06 of the Indenture shall cause the purported transfer to be null and void.

(h) Neither the Trustee nor Bond Counsel, or any of their employees, counsel or agents will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the Successor Agency or its financial condition, the provision for payment of the Bonds, or the sufficiency of any security therefor. The Purchaser acknowledges that, as between the Purchaser and all of such parties, the Purchaser has assumed responsibility for obtaining such information and making such review as the Purchaser deemed necessary or desirable in connection with its decision to purchase the Bonds.

(i) The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the Successor Agency has not undertaken to provide any continuing disclosure with respect to the Bonds, except as otherwise provided in the Indenture.

The Purchaser acknowledges that the sale of the Bonds to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Indenture.

[PURCHASER]

By _____
Name _____
Title _____

EXHIBIT C

RECOGNIZED OBLIGATION DEBT SERVICE PAYMENT SCHEDULE

RESOLUTION NO. SA-324

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF COALINGA APPROVING
THE ISSUANCE OF REFUNDING BONDS IN ORDER TO REFUND CERTAIN
OUTSTANDING OBLIGATIONS OF THE FORMER REDEVELOPMENT
AGENCY OF THE CITY OF COALINGA, APPROVING THE FORMS AND
AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF
TRUST, ESCROW AGREEMENTS AND A BOND PURCHASE AGREEMENT
RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF
THE ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN
DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR
OTHER MATTERS RELATING THERETO**

WHEREAS, pursuant to section 34172(a) of the California Health and Safety Code (unless otherwise noted, all section references hereinafter being to such Code), the Redevelopment Agency of the City of Coalinga (the "Former Agency"), has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to section 34173, and the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the "Successor Agency") has become the successor entity to the Former Agency;

WHEREAS, a redevelopment plan for the Former Agency's Coalinga Redevelopment Project in the City of Coalinga (the "City") has been adopted in compliance with all requirements of the Code (the "Redevelopment Project");

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency incurred certain obligations to finance redevelopment activities within and for the benefit of the Redevelopment Project, of which the following remain outstanding:

(a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Tax Allocation Bonds (the "1993A Bonds"),

(b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Police Station Project Tax Allocation Bonds (the "1993B Bonds"),

(c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds (the "2000 Bonds"),

(d) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the "2009A Bonds"),

(e) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the "2009B Bonds"), and

(f) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the "2009C Bonds" and, with the 1993A Bonds, the 1993B Bonds, the 2000 Bonds, the 2009A Bonds and the 2009B Bonds, the "Former Agency Obligations");

WHEREAS, section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in section 34177.5(a)(1) (the "Savings Parameters");

WHEREAS, to determine compliance with the Savings Parameters for purposes of the issuance by the Successor Agency of its tax allocation refunding bonds (the "Refunding Bonds"), the Successor Agency has caused its municipal advisor, Wulff Hansen & Co. (the "Municipal Advisor"), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the Refunding Bonds to repay or refund all or a portion of the Former Agency Obligations (the "Debt Service Savings Analysis");

WHEREAS, the Debt Service Savings Analysis has demonstrated that a refunding of the current interest portion of the 2000 Bonds, the 2009A Bonds, the 2009B Bonds and the 2009C Bonds (the "Refundable Former Agency Obligations") will satisfy the Savings Parameters;

WHEREAS, the Successor Agency desires at this time to authorize the issuance of its Successor Agency of the Former Redevelopment Agency of the City of Coalinga Tax Allocation Refunding Bonds, Series 2018, to refund the Refundable Former Agency Obligations (the "Bonds"), pursuant to an indenture of trust (the "Indenture"), by and between the Successor Agency and WellsFargo Bank, National Association, as trustee (the "Trustee");

WHEREAS, pursuant to section 34179, an oversight board (the "Oversight Board") has been established for the Successor Agency;

WHEREAS, the Successor Agency is now requesting that the Oversight Board approve the issuance of the Bonds pursuant to this Resolution and the Indenture;

WHEREAS, the Successor Agency further requests that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Bonds; and

WHEREAS, the Successor Agency has determined to sell the Bonds to an institutional investor (the "Purchaser") to be selected pursuant to a competitive process by Hilltop Securities, Inc. as placement agent to the Successor Agency;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA DOES RESOLVE AS FOLLOWS:

SECTION 1. Determination of Savings. The Successor Agency has determined that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with the Savings Parameters by the issuance by the Successor Agency of the Bonds to provide funds to refund and defease the Refundable Former Agency Obligations, all as evidenced by the Debt Service Savings Analysis on file with the Successor Agency Secretary, which Debt Service Savings Analysis is hereby approved.

SECTION 2. Approval of Issuance of the Bonds. The Successor Agency hereby authorizes and approves the issuance of the Bonds under the Law and the Refunding Law in the aggregate principal amount of not to exceed \$6,100,0000, provided that the Bonds are in compliance with the Savings Parameters at the time of sale and delivery.

SECTION 3. Approval of Indenture. The Successor Agency hereby approves the Indenture prescribing the terms and provisions of the Bonds and the application of the proceeds of the Bonds in the form on file with the Secretary of the Successor Agency. The Chair of the Successor Agency, the Executive Director of the Successor Agency and the Treasurer of the Successor Agency (each, an "Authorized Officer"), each acting alone, are hereby authorized and directed to execute and deliver, and the Secretary of the Successor Agency is hereby authorized and directed to attest to such signatures on, the Indenture for and in the name and on behalf of the Successor Agency in such form, together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the Indenture. The Successor Agency hereby authorizes the delivery and performance of the Indenture.

SECTION 4. Approval of Escrow Agreements.

(a) The form of escrow agreement, by and between the Successor Agency and U.S. Bank National Association, as escrow bank (the "2000 Escrow Bank"), relating to the defeasance and redemption of the current interest portion of the 2000 Bonds (the "2000 Escrow Agreement"), in the form on file with the Secretary of the Successor Agency, is hereby approved and the Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the 2000 Escrow Agreement in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the 2000 Escrow Agreement. The Successor Agency hereby authorizes the delivery and performance of the 2000 Escrow Agreement.

(b) The form of escrow agreement, by and between the Successor Agency and Wells Fargo Bank, National Association, as escrow bank (the "2009 Escrow Bank"), relating to the defeasance and redemption of the 2009A Bonds, the 2009B Bonds and the 2009C Bonds (the "2009 Escrow Agreement"), in the form on file with the Secretary of the Successor Agency, is hereby approved and the Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the 2009 Escrow Agreement in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the 2009 Escrow

Agreement. The Successor Agency hereby authorizes the delivery and performance of the 2009 Escrow Agreement.

SECTION 5. Approval of Bond Purchase Agreement. The form of bond purchase and rate lock agreement, by and between the Successor Agency and the Purchaser (the "Bond Purchase Agreement"), in the form on file with the Successor Agency Secretary, is hereby approved and the Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the Bond Purchase Agreement in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Successor Agency hereby authorizes the delivery and performance of the Bond Purchase Agreement.

SECTION 6. Oversight Board Approval of the Issuance of the Bonds. The Successor Agency hereby requests the Oversight Board, as authorized by section 34177.5(f), to direct the Successor Agency to undertake the refunding proceedings and, as authorized by section 34177.5(f) and section 34180, to approve the issuance of the Bonds pursuant to section 34177.5(a)(1) this Resolution and the Indenture.

SECTION 7. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Bonds:

(a) The Successor Agency is authorized, as provided in section 34177.5(f), to recover its costs related to the issuance of the Bonds from the proceeds of the Bonds, including the cost of reimbursing its administrative staff for time spent with respect to the authorization, issuance, sale and delivery of the Bonds;

(b) The application of the proceeds of the Bonds by the Successor Agency to the refunding and defeasance of the Refundable Former Agency Obligations, as well as the payment by the Successor Agency of costs of issuance of the Bonds, as provided in section 34177.5(a), shall be implemented by the Successor Agency promptly upon sale and delivery of the Bonds, notwithstanding section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the Fresno County Auditor-Controller or any other person or entity other than the Successor Agency; and

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

section 34183 without reduction in its Administrative Cost Allowance.

SECTION 8. Filing of Debt Service Savings Analysis and Resolution. The Secretary of the Successor Agency is hereby authorized and directed to cause the Municipal Advisor to file the Debt Service Savings Analysis, together with a certified copy of this Resolution, with the Oversight Board, and, as provided in section 34180(j) with the Fresno County Administrative Officer, the Fresno County Auditor-Controller and the California Department of Finance.

SECTION 9. Designation of Consultants.

(a) Wulff Hansen & Co. is hereby designated as municipal advisor to the Successor Agency in connection with the issuance of the Bonds. The Executive Director of the Successor Agency or his designee is hereby authorized to execute an agreement for financial advisory services with such firm in the form on file with the Secretary of the Successor Agency.

(b) Quint & Thimmig LLP is hereby designated as bond counsel to the Successor Agency in connection with the issuance of the Bonds. The Executive Director of the Successor Agency or his designee is hereby authorized to execute an agreement for legal services with such firm in the form on file with the Secretary of the Successor Agency.

(c) Hilltop Securities, Inc. is hereby designated as placement agent to the Successor Agency in connection with the issuance of the Bonds. The Executive Director of the Successor Agency or his designee is hereby authorized to execute an agreement for placement with such firm in the form on file with the Secretary of the Successor Agency.

(d) RSG, Inc. is hereby designated as fiscal consultant to the Successor Agency in connection with the issuance of the Bonds. The Executive Director of the Successor Agency or his designee is hereby authorized to execute an agreement with such firm in the form on file with the Secretary of the Successor Agency.

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

SECTION 11. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 12. Certification. The Secretary shall certify to the passage and adoption hereof.

I, _____, Secretary to the Successor Agency of the Former Redevelopment Agency of the City of Coalinga, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. SA-324 introduced and adopted at a regular meeting of the Successor Agency of the Former Redevelopment Agency of the City of Coalinga held on the 19th day of October, 2017, which was approved by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

Secretary

UNDERWRITER/PLACEMENT AGENT AGREEMENT

This Underwriter/Placement Agent Agreement (“Agreement”) is made and entered into by and between the Successor Agency of the Former Redevelopment Agency of the City of Coalinga (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”).

WITNESSETH:

WHEREAS, the Issuer presently intends to issue indebtedness in the approximate amount of \$5,700,000 (the “Series 2018 Tax Allocation Refunding Bonds”) and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to obtain the professional services of HilltopSecurities to serve as Underwriter or Placement Agent for the Series 2018 Tax Allocation Refunding Bonds; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as Underwriter or Placement Agent, acting not as a fiduciary, in connection with the issuance of the Series 2018 Tax Allocation Refunding Bonds.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to provide its professional services and its facilities as Underwriter or Placement Agent in connection with the issuance of the Series 2018 Tax Allocation Refunding Bonds; and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section III hereof.

SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, shall remain in effect thereafter until the Issuer has paid HilltopSecurities in full the underwriting spread or placement agent fee and all reimbursable expenses.

SECTION III COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to the issuance of the Series 2018 Tax Allocation Refunding Bonds during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the Series 2018 Tax Allocation Refunding Bonds to the Issuer. HilltopSecurities has not received nor will it collect any compensation or other consideration from the buyer(s).

SECTION IV MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of California.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.

4. No Fiduciary Duty. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and HilltopSecurities in which HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) HilltopSecurities has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether HilltopSecurities or any of its affiliates has provided other services or is providing other services to the Issuer on other matters; (iii) the only obligations HilltopSecurities has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

HILLTOP SECURITIES INC.

By: _____
Todd Smith
Managing Director

**SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF
THE CITY OF COALINGA**

By: _____

Name: Jasmin Bains

Title: Finance Director

Date: _____

ATTEST:

Secretary

APPENDIX A

The fees due HilltopSecurities will not exceed those contained in the fee schedule as listed below:

2018 TAX ALLOCATION REFUNDING BONDS PLACEMENT AGENT FEE: \$22,000.00

2018 TAX ALLOCATION REFUNDING BONDS UNDERWRITING SPREAD: \$7.00 / \$1,000.00

The Issuer shall be responsible for the following expenses:

Bond Counsel fee and charges
Bank Counsel fee and charges (if applicable)
Financial Advisor
Fiscal Consultant
CDIAC Fees
MSRB Fees

HilltopSecurities will be responsible for its own travel expenses and legal fees. Our fee is entirely contingent on the successful completion of the financing. If the issue fails to close, we will not be reimbursed for any expenses.

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY OF THE CITY OF COALINGA
Tax Allocation Refunding Bonds, Series 2018**



Agreement for Legal Services

THIS AGREEMENT FOR LEGAL SERVICES is made and entered into this ____ day of _____, 2017, by and between the SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA (the "Successor Agency") and QUINT & THIMMIG LLP, Larkspur, California ("Attorneys").

WITNESSETH:

WHEREAS, prior to the dissolution of the Redevelopment Agency of the City of Coalinga (the "Former Agency"), the Former Agency incurred certain obligations to finance redevelopment and low and moderate income housing activities of which the following remain outstanding:

- (a) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Tax Allocation Bonds (the "1993A Bonds"),
- (b) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 1993 Police Station Project Tax Allocation Bonds (the "1993B Bonds"),
- (c) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2000 Tax Allocation Bonds (the "2000 Bonds"),
- (d) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project, 2009 Series A Tax Allocation Bonds (the "2009A Bonds"),
- (e) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Housing Program), 2009 Series B Tax Allocation Bonds (the "2009B Bonds"), and
- (f) Redevelopment Agency of the City of Coalinga, Coalinga Redevelopment Project (Statutory Tax Sharing), 2009 Series C Tax Allocation Bonds (the "2009C Bonds" and, with the 2000A Bonds and the 2009B Bonds, the "2009 Bonds");

WHEREAS, section 34177.5 of the California Health and Safety Code authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code for the purpose of achieving debt service savings;

WHEREAS, the Successor Agency has determined to issue its Tax Allocation Refunding Bonds, Series 2018 (the "2018 Bonds") to refund the current interest 2000 Bonds and the 2009 Bonds;

WHEREAS, the Successor Agency requires the services of bond counsel in connection with the authorization, issuance and sale of the 2018 Bonds;

WHEREAS, the Successor Agency has determined that Attorneys are qualified by training and experience to perform the services of bond counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

Section 1. Duties of Attorneys.

(a) *Services Provided.* Attorneys shall provide legal services, as *bond counsel*, in connection with the authorization, issuance and consummation of the 2018 Bonds proceedings relating to the 2018 Bonds. Such services shall include the following:

(i) Confer and consult with the officers and administrative staff of the Successor Agency as to matters relating to the 2018 Bonds proceedings;

(ii) Attend all meetings of the Successor Agency and any administrative meetings at which any proceedings are to be discussed, deemed necessary by Attorneys for the proper planning of the 2018 Bonds proceedings or when specifically requested to attend;

(iii) Prepare any required resolutions, notices and legal documents necessary for the proper conduct of the 2018 Bonds proceedings relating to the 2018 Bonds;

(iv) Review all financial documents for legal sufficiency;

(v) Prepare and provide signature and no-litigation certificates, arbitrage certificates and any and all other closing documents required to accompany the 2018 Bonds;

(vi) Prepare and provide complete transcripts of the conduct of the proceedings necessary to accompany the 2018 Bonds;

(vii) Subject to the completion of proceedings to the satisfaction of Attorneys, provide the legal opinions of Attorneys that the interest with respect to the 2018 Bonds is exempt from California personal income taxation;

(viii) Subject to the completion of proceedings to the satisfaction of Attorneys, provide the legal opinion of Attorneys approving the legality of the proceedings relating to the 2018 Bonds; and

(ix) Confer and consult with Successor Agency officials and agents with regard to problems which may arise during the servicing and payment of the 2018 Bonds.

(b) *Services Not Provided.* Attorneys shall not be responsible for:

(i) any continuing disclosure requirements under federal securities laws that may apply to the 2018 Bonds during the period following the closing of the 2018 Bonds,

(ii) on-going advice and preparation of necessary documentation regarding compliance with section 148 of the Internal Revenue Code of 1986, relating to arbitrage limitations and rebate provisions applicable to the 2018 Bonds, or

(iii) the representation of the Successor Agency in connection with any litigation involving the 2018 Bonds.

Without limiting the generality of the foregoing, Attorneys shall not be responsible for preparing any documentation related to, or for providing any, ongoing continuing disclosure, arbitrage and rebate computation services or litigation services in respect of the 2018 Bonds without a separate agreement between the Successor Agency and Attorneys. In addition, unless specifically retained to do so by a separate agreement between Attorneys and the Successor Agency, Attorneys shall not be responsible for auditing or otherwise reviewing or assuring compliance by the Successor Agency with any past or existing continuing disclosure obligations of the Successor Agency related to any debt obligations.

Section 2. Compensation. For the services set forth under Section 1 above, Attorneys shall be paid a legal fee of \$50,000.00, inclusive of all out-of-pocket expenses.

Payment of said fees shall be entirely contingent, shall be due and payable upon the delivery of the 2018 Bonds and shall be payable solely from the proceeds of the 2018 Bonds and from no other funds of the Successor Agency.

Section 3. Responsibilities of the Successor Agency. The Successor Agency shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the Successor Agency, or other documents deemed necessary by Attorneys to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the 2018 Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the 2018 Bonds and any other expenses incurred in connection with the 2018 Bonds, shall be paid from the proceeds of the 2018 Bonds.

Section 4. Non-Legal Services. In performing their services as bond counsel pursuant to this Agreement for Legal Services, it is understood and acknowledged by the Successor Agency that Attorneys will not be providing financial advisory, placement agent, investment banking or other similar services. It is expected that the Successor Agency will engage other consultants to provide any such services with respect to the 2018 Bonds.

Section 5. Termination of Agreement. This Agreement for Legal Services may be terminated at any time by the Successor Agency, with or without cause, upon written notice to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the Successor Agency, become its property and shall be delivered by Attorneys to the Successor Agency.

Section 6. Amendment or Modification. No amendment, modification, or other alteration of this Agreement shall be valid unless in writing and signed by both of the parties hereto.

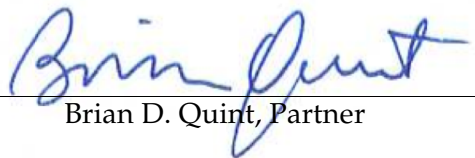
Section 7. Entire Agreement. This Agreement contains the entire agreement of the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

SUCCESSOR AGENCY OF THE FORMER
BEACH REDEVELOPMENT AGENCY OF
THE CITY OF COALINGA

By _____
Name _____
Title _____

QUINT & THIMMIG LLP

By  _____
Brian D. Quint, Partner

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 19th day of October, 2017, by and between the Coalinga Successor Agency (hereinafter referred to as "CLIENT") and the RSG, Inc. (hereinafter referred to as "CONSULTANT").

WITNESSETH

The parties hereto do agree as follows:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

(a) The CLIENT desires to undertake certain activities pursuant to Division 24 of the Health and Safety Code (the "Act") necessary for the planning, development and execution of projects thereunder; and

(b) The CLIENT desires a highly qualified CONSULTANT to provide technical assistance in the area of fiscal consulting; and

(c) The CONSULTANT represents that it is qualified to perform such services and has agreed to do so pursuant to this Agreement; and

(d) The CLIENT desires to contract with the CONSULTANT on the basis of the following terms and conditions.

SECTION 2. EMPLOYMENT. The CLIENT hereby employs the CONSULTANT and the CONSULTANT hereby accepts such employment, as CONSULTANT to the CLIENT, for purposes of providing a fiscal consultant's report for the proposed refunding of tax allocation bonds and other debt.

SECTION 3. SCOPE OF SERVICES. The CONSULTANT will diligently perform the tasks and prepare the documents necessary as described in the CONSULTANT'S proposal dated August 31, 2017 attached herewith and incorporated herein by reference as Exhibit A.

SECTION 4. TERM. The term of this Agreement shall be the period from the date of this Agreement as first shown above until June 30, 2018 or until its abandonment by the CLIENT, whichever occurs first. The schedule of performance shall be as outlined in the preliminary schedule prepared by the CONSULTANT. If necessary, the schedule may be modified upon approval of the CLIENT staff.

SECTION 5. CONSULTANT PROJECT TEAM. Jim Simon, Principal, will be designated as the responsible party for the CONSULTANT. Other CONSULTANT staff may be assigned as needed.

SECTION 6. COMPENSATION. The CONSULTANT will perform those tasks and deliver the products pursuant to Section 3 of this AGREEMENT for a noncontingent fixed fee of \$28,500. In the event that the refunding is not completed for any reason, the CLIENT would be billed for the prorata portion of any work completed by the CONSULTANT.

Reimbursable expenses shall mean necessary out-of-pocket expenses incurred by the CONSULTANT in the performance of this Agreement for postage, printing and duplication costs, and messenger costs. Reimbursable expenses shall be billable at the actual costs reasonably incurred therefor plus a 10% surcharge.

Within ten (10) days after the last day of any month, the CONSULTANT shall submit an invoice to the CLIENT itemizing tasks performed and related reimbursable expenses. The hourly rates for professional services rendered pursuant to this Agreement shall be those presented below.

Principal/Director	\$ 235
Senior Associate	\$ 180
Associate	\$ 160
Senior Analyst	\$ 135
Analyst	\$ 125
Research Assistant	\$ 100
Technician	\$ 80
Clerical	\$ 60

SECTION 7. PAYMENT PERIOD. The CLIENT shall review the invoices submitted by CONSULTANT to determine whether the nature and extent of the services performed are consistent with this Agreement. Payment shall be made within thirty-five (35) days following receipt of the invoice by the CLIENT or CLIENT shall give to CONSULTANT a written notice objecting to charges, including a statement of reasons for such objections.

SECTION 8. RIGHT OF TERMINATION. This Agreement may be terminated by the CLIENT, with or without cause, in its sole discretion, on ten (10) days written notice to the CONSULTANT.

In such event, the CONSULTANT shall, on the CLIENT's request, promptly surrender to the CLIENT all completed work and work in progress, and all materials, records, and notes procured or produced pursuant to this Agreement. The CONSULTANT may retain copies of such work products as a part of its record of professional activity. The CONSULTANT is cognizant of the fact that all information and material obtained by the CONSULTANT from the CLIENT during the performance of this Agreement shall be treated as strictly confidential, and shall not be used by the CONSULTANT for any purpose other than the performance of this Agreement. The CONSULTANT shall be reimbursed for all expenses incurred to the date of termination.

SECTION 9. REPORTS AND DOCUMENTS. All reports, agreements and other documents prepared by the CONSULTANT pursuant to this Agreement are the property of the CLIENT and shall be turned over to the CLIENT upon expiration or termination of this Agreement.

The CLIENT may use, duplicate, disclose, and/or disseminate, in whole or in part, in any manner it deems appropriate, all papers, writings, documents, reports and other materials of whatever kind prepared, produced or procured in the performance of this Agreement, which are delivered to or acquired by CLIENT.

SECTION 10. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that the CONSULTANT is an independent contractor and shall not be considered to be an employee of the CLIENT.

SECTION 11. INDEMNITY. CONSULTANT hereby agrees to and does indemnify, defend and hold harmless the CLIENT, and any and all of their respective officers, employees, and representatives from any and all claims, liabilities and expenses, including attorney fees and costs that arise out of CONSULTANT'S performance of this Agreement. However, if the CONSULTANT is joined in any legal action taken against the CLIENT except actions based on the negligent or wrongful acts of the CONSULTANT, the CLIENT will indemnify, defend and hold harmless the CONSULTANT.

SECTION 12. NOTICES. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CLIENT: Jasmin Bains, Financial Services Director
CITY OF COALINGA
155 W. Durian Avenue
Coalinga, CA 93210

TO CONSULTANT: RSG, Inc.
309 West 4th Street
Santa Ana, CA 92701-4502

Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same in the course of transmission of the United States Postal Service.

SECTION 13. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their successors in interest.

SECTION 14. ASSIGNMENT. CONSULTANT shall not be permitted to assign any of its rights or obligations hereunder, except to subconsultants as approved by the CLIENT and except for the payment of funds due from the CLIENT, without prior written consent of the CLIENT. The consent of the CLIENT to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, the CLIENT shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those services proposed to be assigned. In the event of such assignment, the CLIENT may condition the same so as to ensure compliance with the provisions of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS. CONSULTANT shall comply with all applicable laws in performing its obligations under this Agreement.

SECTION 16. CONFIDENTIALITY. Information and materials obtained by the CONSULTANT from the CLIENT during the performances of this Agreement shall be treated as strictly confidential, and shall not be used by the CONSULTANT for any purpose other than the performance of this Agreement.

SECTION 17. CONSULTANT'S LIABILITY AND INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The CONSULTANT shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by the CONSULTANT'S performance of a contract, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him and whether such damage shall accrue or be discovered before or after termination of contract. The CLIENT shall be provided a certificate of insurance verifying the CONSULTANT'S liability insurance coverage.

SECTION 18. WORKERS' COMPENSATION INSURANCE. The CONSULTANT agrees to maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the CLIENT with satisfactory evidence of such insurance coverage upon the CLIENT'S request.

SECTION 19. DISCRIMINATION. The CONSULTANT agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONSULTANT agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

SECTION 20. WAIVER. The failure of either party to enforce any term or provision of this agreement shall not constitute a waiver of the right to enforce the same term or provision or any other term or provision thereafter.

SECTION 21. SEVERABILITY. In the event any clause, sentence term, condition, or provision of this agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this agreement shall nonetheless remain in full force and effect.

SECTION 22. CONSUMMATION. The parties agree to execute all instruments and documents and to take all actions require to facilitate and effectuate this agreement.

SECTION 23. JURISDICTION AND VENUE. This agreement and its terms and conditions shall be considered, review and decided in accordance with the law of the State of California. The negotiations, terms and final agreement were made and entered into in the County of Orange. Performance of this agreement is deemed to have happened in the County of Orange. If a legal dispute occurs over the terms and conditions of this agreement, including its enforcement, the venue for redress of such claims will be in the County of Orange, State of California.

SECTION 24. AMENDMENT. No amendment or modification of this agreement shall be valid or binding upon the parties unless made in writing and duly signed on behalf of each of the parties by their respective authorized representatives.

SECTION 25. RECOVERY OF LITIGATION COSTS. If any legal or equitable action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

SECTION 26. ENTIRE AGREEMENT. This document constitutes the sole and entire agreement between the parties with respect to the rendering of Professional Services and/or an amendment to a professional services agreement. Any and all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, with respect to the subject matter hereof, are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

COALINGA SUCCESSOR AGENCY

By: _____

ATTEST:

RSG, INC.

By: _____
Jim Simon, President



ROSENOW SPEVACEK GROUP INC.
309 WEST 4TH STREET
SANTA ANA, CALIFORNIA
92701-4502

T 714 541 4585
F 714 541 1175
E INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

October 11, 2017

Jasmin Bains, Financial Services Director
CITY OF COALINGA SUCCESSOR AGENCY
155 W. Durian Avenue
Coalinga, CA 93210

**FISCAL CONSULTANTS REPORT SCOPE OF WORK AND FEE ESTIMATE
2018 TAX ALLOCATION REFUNDING BONDS**

Dear Ms. Bains:

RSG has prepared this letter outlining our scope of work and non-contingent fiscal consulting fees to prepare an independent forecast of projected tax revenues that would be available to the Coalinga Successor Agency. The purpose of the report is to identify the feasibility and savings for refunding of the 2009 Tax Allocation Bonds. If refunded successfully, the City among other taxing agencies may realize material increases in residual RPTTF distributions over the next several years. The amount of these savings is contingent on many factors, that would be dealt with during the refunding process.

RSG specializes in providing successor agency and financial consulting services to both public agencies and private participants in the community development process. Our services include redevelopment project adoption/amendments; project implementation and redevelopment agency staffing; fiscal consultant services; economic development programs; and affordable housing program development and administration. RSG's service delivery is enhanced by our aggressive integration of computer applications into project management, scheduling, data storage, and mapping activities. Formulation of innovative solutions, attention to detail, and adherence to schedules are the signatures of our service.

Specific to fiscal consulting work, RSG has had extensive experience in providing fiscal and tax consultant services for cities and redevelopment agencies. Since 1984, RSG staff has served as fiscal consultant for 231 redevelopment financings, involving the issuance of approximately \$5.7 billion in new or refunded bond debt.

This letter presents our scope of services, project team, and fee estimate for this engagement.

FISCAL HEALTH
ECONOMIC DEVELOPMENT
REAL ESTATE, HOUSING
AND HEALTHY COMMUNITIES

Jasmin Bains, Financial Services Director
CITY OF COALINGA SUCCESSOR AGENCY
October 11, 2017
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SCOPE OF SERVICES

The Coalinga Redevelopment Project Area ("Project Area") encompasses a mixture of residential, commercial, and industrial uses. The Project Area and Redevelopment Plan were adopted to assist with the recovery from a major earthquake in 1983 and restore vitality to the local economy. According to the Official Statement for the 2009 Bonds, the Project Area encompasses approximately 1,116 acres (about 60% of the City).

RSG will compile and analyze data, project potential Project Area revenues, and prepare a fiscal consultant's report as outlined below.

1. Task I: Provide Client and Financing Team Pledged Tax Revenue Forecast

- a. Collect and analyze current 2017-18 parcel-by-parcel assessment roll data for the Project Area from the Fresno County Assessor's office.
- b. Analyze assessed values and resale reassessments by land use category in 2017-18 to discern specific changes in Project Area property values and project potential changes in assessed values in 2018-19 and beyond.
- c. Study delinquency data for the County and Project Area to discern trends in receipts for the Project Area.
- d. Collect and analyze data from City Planning and Building Departments regarding major construction in the Project Area issued or finalized since January 1, 2017.
- e. Review Successor Agency compliance with the Dissolution Act and incorporate any material issues into our projections of estimated RPTTF funds available.
- f. Evaluate pass through and other Successor Agency enforceable obligations to project repayment of debts that may be senior to any financing.
- g. Prepare pass through subordination documentation and tables (if required).

2. Task II: Draft Fiscal Consultant's Report for Preliminary Official Statement

- a. Update historical assessed values and tax increment receipts based on records from the County Auditor-Controller's office.
- b. Prepare a top ten taxpayers analysis using the 2017-18 secured and unsecured assessment rolls.
- c. Collect current data on assessment appeals for the past five years, including obtaining any updates on any top ten taxpayer assessment appeals.

Jasmin Bains, Financial Services Director
CITY OF COALINGA SUCCESSOR AGENCY
October 11, 2017
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- d. In consultation with Bond Counsel, describe and evaluate the current requirements and practices employed by the DOF, County Auditor-Controller, and Successor Agency necessary to claim, apportion and pay enforceable obligations (including refunding bond debt service).
 - e. Update and incorporate the above information in a projection of Redevelopment Property Tax Trust Fund disbursements by ROPS period and fiscal year and prepare the necessary modifications to the fiscal consultant's report.
 - f. Circulate for comment a draft fiscal consultant's report to the Client and Financing Team for review and promptly respond to any questions, edits or comments.
3. Task III: Closing Assistance
- a. Respond to Follow-Up Inquiries from Underwriter, Rating Agency, Prospective Investors or Other Parties Leading Up to Closing.
 - b. Execute Fiscal Consultant's Certificate for Bond Closing to be prepared by Bond Counsel.

PROJECT TEAM

The Principal in charge of this engagement is Jim Simon. He will be assisted by Greg Smith, Senior Associate, Ya-yin Isle, Project Manager and Associate, and Josh Bendaw, Research Assistant. Other RSG staff members may be added if necessary.

FEE QUOTE AND PAYMENT TERMS

RSG shall undertake the scope of work expeditiously for a fixed fee of **\$28,500**. Though not contingent on the issuance of any debt, RSG is willing to postpone payment of fees until the bond closing. In the event the bond refunding is terminated and suspended for reasons beyond our control, RSG may request payment for work completed on a time-and-materials basis no to exceed the total fixed fee. If such is requested, the Successor Agency agrees to promptly provide payment.

Jasmin Bains, Financial Services Director
CITY OF COALINGA SUCCESSOR AGENCY
October 11, 2017
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Thank you for the opportunity to assist the City and Successor Agency with this refinancing. Should you have any questions or require any additional information, please do not hesitate to contact me. A signature block executing this agreement is on the following page; if approved, please return a signed copy to RSG or provide a contract in the City's preferred format.

Sincerely,
ROSENOW SPEVACEK GROUP, INC.

A handwritten signature in dark ink, appearing to read "Jim Simon", written in a cursive style.

Jim Simon
Principal

Approved by:
COALINGA SUCCESSOR AGENCY

Signature

Printed Name / Title / Date

WULFF, HANSEN & Co.
ESTABLISHED 1931
INVESTMENT BANKERS
351 CALIFORNIA STREET, SUITE 1000
SAN FRANCISCO 94104
(415) 421-8900

August 28, 2017

Marissa Trejo
City Manager, Executive Director
Successor Agency of the City of Coalinga
155 W. Durian Street
Coalinga, CA 93210

This is an Agreement (AGREEMENT) between [The Successor Agency of the City of Coalinga]] (CLIENT) and Wulff, Hansen & Co. (MUNICIPAL ADVISOR or ADVISOR) a registered municipal advisory firm. The purpose of the AGREEMENT is to provide a framework allowing MUNICIPAL ADVISOR to provide municipal advisory services (SERVICES) to CLIENT from time to time as may be mutually agreed upon both parties. All such SERVICES to be delivered under this Agreement will be specifically described in an Addendum to the AGREEMENT accepted by both parties, and no services will be provided in the absence of such an Addendum. The terms and conditions of this Agreement are set forth below. CLIENT understands and acknowledges that any information or services provided by ADVISOR pursuant to an Addendum to this Agreement are for the purpose of serving as Municipal Advisor to CLIENT and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by CLIENT.

This AGREEMENT also contains various disclosures and other information required under MSRB Rule G-42 and, with its Addenda, will serve as written documentation of certain specific terms, disclosures and other items of information relating to our relationship as of the date this AGREEMENT is signed by ADVISOR. If this information materially changes during the relationship any such change will be described in writing and delivered to you.

1. Scope of Services.

(a) *Services to be provided.*

From time to time CLIENT may request that ADVISOR provide municipal advisory services relating to a specific project or projects. The scope of any such services, any limitations thereon, any compensation to be earned by ADVISOR in connection with their delivery, and any conflicts of interest (other than those disclosed in this AGREEMENT) that ADVISOR may have in connection with such services will be described in an Addendum to this AGREEMENT. No services which are not so described and documented in an Addendum will be provided by ADVISOR to CLIENT.

(b) *Limitations on Scope of Services*

Where an Addendum to this Agreement describes the scope of services to be provided under that Addendum, any limitations on such scope in addition to those included in this Agreement will be described in that Addendum.

Unless otherwise specifically provided in an Addendum to this Agreement, ADVISOR is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. In addition, ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated Addenda:

- a) Legal services of any kind, including advice on CLIENT's responsibilities under the federal securities laws relating to disclosure in connection with municipal securities, inclusive of the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934;
- b) Engineering services of any kind;
- c) Special Tax Rate Consulting

- d) Absorption Analysis or the review thereof;
- e) Feasibility Studies or the review thereof
- f) Fiscal Consulting;
- g) Underwriting or placement agent services;
- h) Accounting services;
- i) Advice concerning investment or other use of excess bond proceeds, if any, resulting from an issuance of municipal securities
- j) Advice concerning derivative transactions or other municipal financial products, including but not limited to advice regarding swap transactions or strategies.

CLIENT acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with such laws. CLIENT acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities may apply to the CLIENT and that the failure of ADVISOR to advise the CITY respecting these laws shall not constitute a breach by ADVISOR or any of its duties and responsibilities under this Agreement.

2. Municipal Advisor's Regulatory Duties When Advising CLIENT.

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to CLIENT. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

Accordingly, Municipal Advisor will seek CLIENT's assistance and cooperation, and the assistance and cooperation of CLIENT's agents, with the carrying out by Municipal Advisor of these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent CLIENT seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Municipal Advisor requests that CLIENT provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term.

This AGREEMENT shall become effective upon acceptance by both parties and shall terminate **November 1, 2018** unless terminated earlier by one of the parties. Either party may terminate this AGREEMENT upon thirty days written notice to the other party. ADVISOR's engagement to provide municipal advice on a specific project or projects described in an Addendum to this document shall terminate as described in that Addendum.

4. Compensation.

The form and basis of any compensation for any of Municipal Advisor's services provided or expenses incurred pursuant to an Addendum to this AGREEMENT will be as described in that Addendum.

5. Limitation of Liability.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to CLIENT. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any

Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to CLIENT under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Required Disclosures.

MSRB Rule G-42 requires that Municipal Advisor provide CLIENT with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, any material conflicts of interest known to Municipal Advisor in connection with the Scope of Services are disclosed below, including those conflicts applying to various forms of compensation which are described in a document attached to this AGREEMENT. We believe that these conflicts are mitigated by our duties to CLIENT as assigned to us under Federal and State laws and regulations and the rules of the Municipal Securities Rulemaking Board. In addition, because Municipal Advisor is a broker-dealer with significant business and economic interests due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty where such duty exists. Furthermore, Municipal Advisor's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests.

Other Municipal Advisor or Underwriting Relationships.

Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of CLIENT. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to CLIENT under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to CLIENT.

Broker-Dealer and Investment Advisory Business.

Municipal Advisor is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of CLIENT, may be undertaken on behalf of, or as counterparty to, CLIENT, personnel of CLIENT, and current or potential investors in the securities of CLIENT. These other clients may, from time to time and depending on the specific circumstances, have interests in

conflict with those of CLIENT, such as when their buying or selling of CLIENT's securities may have an adverse effect on the market for CLIENT's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to CLIENT that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor that operate separately from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to CLIENT under this Agreement.

Other Business Relationships

Municipal Advisor may have existing or future business relationships, unrelated to CLIENT or Municipal Advisor's services to CLIENT, with underwriters, placement agents, attorneys, accountants, financial institutions, contractors or other entities whose services it may recommend to CLIENT or whom CLIENT may select on its own initiative. Municipal Advisor's business relationships with such entities may include payments or referrals made to Advisor by such entities or payments or referrals made by Advisor to such entities in connection with matters wholly unrelated to CLIENT's business or activities. Because under no circumstances will Advisor accept any form of payment or other remuneration, directly or indirectly, from any third party in connection with Advisor's services to CLIENT, Advisor believes that none of these other engagements or relationships would create a material conflict or otherwise impair Municipal Advisor's ability to fulfill its regulatory duties to CLIENT.

Secondary Market Transactions in CLIENT's Securities.

Municipal Advisor, in connection with its sales and trading activities, may take a principal position in securities, including securities of CLIENT, and therefore Municipal Advisor could have interests in conflict with those of CLIENT with respect to the value of CLIENT's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Municipal Advisor or its affiliates may submit orders for and acquire CLIENT's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with CLIENT in that it could create the incentive for Municipal Advisor to make recommendations to CLIENT that could result in more advantageous pricing of CLIENT's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through staff members of the Municipal Advisor that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Municipal Advisor to CLIENT under this Agreement.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor addresses below the required disclosures and related information in connection with such disclosures.

Required disclosures include specific information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Municipal Advisor and members of its staff have been subject to various such legal or disciplinary events. Municipal Advisor reasonably believes that it as an entity has no such events that may be material to CLIENT's evaluation of Municipal Advisor as such. However, during its 85 years as a broker/dealer, Municipal Advisor has accumulated a number of such events related to its broker/dealer business as such and CLIENT may wish to review these. Members of Municipal Advisor's staff who have also been registered representatives of one or more broker/dealers have disclosures which could potentially be material to CLIENT's evaluation. Specific instances of such events can be found in Item 9 of our Form MA and, for staff members, Item 6 of Forms MA-I. Direct links to all of this information for the firm and each individual are provided on our website at:

<http://www.wulffhansen.com/publish/disclosureMA.html>

The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is July 9, 2015, which change consisted of removal of a previously reported disclosure concerning an investment-related consumer-initiated customer complaint against one of Municipal Advisor's staff which had been abandoned by the customer without resolution for more than 24 months prior to its removal.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this information may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide CLIENT with any such supplement or amendment as it becomes available throughout the term of the Agreement.

7. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the State of California.

9. Entire Agreement. This instrument, including all Addenda and Appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

10. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Wulff, Hansen & Co.

By: 

Title: President

Date: 7-28-17

ACKNOWLEDGED:

[Name of CLIENT]

By: _____

Title: _____

Date: _____

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The forms of compensation for Advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an Advisor to recommend one course of action over another if it is more beneficial to the Advisor to do so. This document discusses various forms of compensation and the timing of payments to the Advisor.

Fixed fee. Under a fixed fee form of compensation, the Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to an Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Advisor's compensation.

ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

Addendum 1

1. Purpose

This Addendum 1 to the Municipal Advisory Agreement dated [082817 between [The successor Agency of the City of Coalinga (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

2. Services

2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

2.1 Pursuant to section 34172 (a) of the California Health and Safety Code, the Coalinga Redevelopment Agency(the Former Agency) has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency of the City of Coalinga (the" Successor Agency") has become the successor entity to the Former Agency. Prior to the dissolution of the Former agency, the Former Agency issued its Coalinga Redevelopment Agency Tax Allocation Bonds Series 2000 A current Interest Bonds(the 2000 Bonds) to finance redevelopment activities within and for the benefit of the Redevelopment Project of which 2,635,000 principal amount remains outstanding. The Former Agency also issued its Coalinga Redevelopment Agency Tax Allocation Bonds Series 2009 A, Series B and Series C, collectively,(the 2009 Bonds) to finance redevelopment activities within and for the benefit of the Redevelopment Project of which \$3,542, 438 principal amount remain outstanding.

The Agency wishes to obtain the services of the Advisor to prepare or review an anlysis of the potential savings that will accrue to the Successor Agency and the applicable taxing entities as a result of the use of the proceeds of the anticipated successor Agency of the City of Coalinga Tax Allocation Refunding Bonds Series 2017 ro repay, refund or advance refund all or a portion of the former Agencies 2000 and 2009 Bonds. Upon determination of sufficient savings, Advisor will assist the Agency in coordinating the issuance sale and closing of the refunding Bonds.

Advisor agrees to perform the following Services, as appropriate, for the Agency during the term of this Agreement. Members of the City Council sit on the board of directors of the Agency.

- a) Attendance at public meetings of the Agency at which matters relating to the Services are considered, except routine matters, including informational and educational meetings with the public;
- b) Attendance at City/Agency staff meetings, or meeting with members of the public on matters relating to the Services, upon the request of the Agency after reasonable notice;
- c) Work with members of the public, other public agencies, City/ staff, and City Council/Agency members to learn, discuss and respond to matters relating to the Services; and to develop and coordinate recommendations acceptable to interested parties, the Agency and its consultants;
- d) Assist the Agency in its selection of other professionals (e.g., outside counsel, consultants, accountants, engineers, and others as appropriate), if requested. It is hereby acknowledged that the following consultants have already been selected and retained by the Agency: Bond Counsel, Disclosure Counsel, Underwriter/Placement Agent and Fiscal Consultant.

- e) Prepare a Distribution List with contact information on all relevant participants in a project and a Schedule indicating timing for significant steps in the process;
- f) Assist any of the Agency's staff and/or special consultants in developing specific terms and conditions affecting a project so as to best reflect the City's priorities and interests;
- g) Preparation of Cash Flow analysis and other schedules per Agency direction and related consultation;
- h) Assist in preparing and arranging for the Transaction to be sold to a private investor through a placement agent (Private Placement) or alternatively, for sale to the public through an underwriter (Public Offering). Prepare a RFP for sale and distribution to identified banks and assist the Agency in selecting the best proposal and in closing a transaction of this type;
- i) Assist the Agency in efforts to maintain or improve the Agency's underlying credit rating, including preparation of materials, presentation to and coordination with credit rating agencies;
- j) Provide ongoing follow up consultation relating to public financing, as necessary, and coordination with other prospective Agency/City projects;
- k) Advisor agrees to assist Agency,, in coordinating existing debt obligations with prospective financing plans, including assisting with development of certain aspects of long range comprehensive planning;

2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

['NONE'.]

3. Termination

The provisions of this Addendum [I 1 shall terminate and thereafter be null and void upon the [completion and closing of the Bonds issue, or on the date specified in the Agreement whichever occurs lastThis Addendum 1] may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 11, Municipal Advisor shall be paid as follows:

[The fees due Municipal Advisor under this Addendum 1 shall be paid out of the proceeds of the financing and will be contingent on the successful sale, or placemednt and the completion and funding of the financing. No Fee compensation shall be due the Advisor for services rendered undcer this Addendum 1 if the financing is not completed. Advisors fee for services describe ed above in connection with the Successor Agency of the City of Coalinga refunding Bonds, series 2017, not to exceed par amount of 7,000,000 shall be \$45,000.

5. Conflicts of Interest

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of

this Addendum [letter or number of Addendum] other than those previously disclosed to CLIENT in connection with the Agreement.

Approved:
[The successor Agency of the City of Coalinga

Approved:
Wulff, Hansen & Co.

Print Name and Title


Chris Charles, President

Date:

Date:

8-28-17