



**Brawley City Council  
Successor Agency to  
Brawley Community Redevelopment Agency  
Public Financing Agency  
Public Improvement Corporation  
Regular Meeting Agenda  
Tuesday, December 1, 2015 @ 6:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

***George A. Nava***, Mayor  
***Donald L. Wharton***, Mayor Pro-Tempore  
***Sam Couchman***, Council Member  
***Helen M. Noriega***, Council Member  
***Don C. Campbell***, Council Member

***Alma Benavides***, City Clerk  
***Jim Hamilton***, City Treasurer  
***William S. Smerdon***, City Attorney  
***Rosanna Bayon Moore***, City Manager/  
Executive Director

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**1. APPROVAL OF AGENDA**

**2. SPECIAL BUSINESS**

- a. Adopt Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California Reciting the Facts of the General Municipal Election Held on November 3, 2015, Declaring the Results and Such Other Matters as Provided by Law **Pp 5-11**

- b. Outgoing Council Member Don C. Campbell Comments
- c. Lorena Savala, Deputy City Clerk, Administration of Oath of Office for Council Members George A. Nava, Donald L. Wharton and Norma Kastner-Jauregui, City Clerk Alma Benavides and City Treasurer Miguel C. Miranda
- d. Incoming Council Member Norma Kastner-Jauregui Comments
- e. Reorganization of Officers
  - 1) Election of Mayor/Chairperson for the City Council, Successor Agency to Brawley Community Redevelopment Agency, Public Financing Agency and Public Improvement Corporation
  - 2) Election of Mayor Pro-Tempore for the City Council, Vice Chairperson for the Successor Agency to Brawley Community Redevelopment Agency, Vice Chairperson for the Public Financing Authority and Vice President for the Public Improvement Corporation
- f. Outgoing Mayor Comments
- g. Incoming Mayor Comments

**3. PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) *this is the time for the public to address the Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. Please **direct your questions and comments to the City Council.***

**4. CONSENT AGENDA** Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

- a. Approve Accounts Payable:
  - November 05, 2015 Pp 12-24
  - November 12, 2015 Pp 25-34
  - November 13, 2015 Pp 35
  - November 20, 2015 Pp 36-51
  - November 24, 2015 Pp 52-67
  - November 25, 2015 Pp 68

- b. Approve City Council Minutes: October 22, 2015 **Pp 69-72**  
November 3, 2015 **Pp 73-75**
- c. Approve Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California to Summarily Vacate a Right of Way. **Pp 76-86**
- d. Approve Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2015/2016 City of Brawley City Manager Budget in the Amount of \$1,500. **Pp 87**

## **5. REGULAR BUSINESS**

- a. Discussion and Potential Action to Approve Brawley Chamber of Commerce Request for Sale and Consumption of Alcohol on City Premises for the Farmers Market Saturdays from 10AM to 2PM on December 12, 2015, January 9, 2016, February 13, 2016, March 12, 2015 and April 11, 2016. **Pp 88**
- b. Discussion and Potential Action to Approve Resolution No. 2015- : Resolution of the Successor Agency to Brawley Community Redevelopment Agency Authorizing a Preliminary and Final Official Statement, a Continuing Disclosure Agreement and Purchase Agreement and Authorizing Certain Actions Relating Thereto. **Pp 89-242**
- c. Discussion and Potential Action re: the MAG Coalition's Request to Sponsor the Anti-Gang Awareness Family Health & Outreach Fair, 7.3K Run/1.73 Mile Walk **Pp 243-245**

## **6. DEPARTMENTAL REPORTS**

- a. Monthly Staffing Report for December 1, 2015 – Shirley Bonillas, Personnel & Risk Management Administrator **Pp 246**
- b. Tree Lighting Ceremony and Trees of the Community – Pat Dorsey, Parks & Recreation Director
- c. Angel Tea Party – Marjo Mello, Library Director

## **7. INFORMATIONAL REPORTS**

- a. 2016 City of Brawley Calendar, Prepared by Shirley Bonillas, Personnel & Risk Management Administrator **Pp 247**

## **8. CITY COUNCIL MEMBER REPORTS**

**9. CITY MANAGER'S REPORT**

**10. TREASURER'S REPORT**

- a. Investment Activity Report as of September 30, 2015 Pp 248-249

**11. CITY ATTORNEY'S REPORT**

**12. CITY CLERK'S REPORT**

**13. CLOSED SESSION**

- a. Conference with Real Property Negotiator (California Government Code Section §54956.8)

Conference with Real Property Negotiators  
Property: 138 South 8<sup>th</sup> Street – APN #049-031-004  
Agency Negotiator: Rosanna Bayon Moore, City Manager  
Negotiating party: Imperial Irrigation District  
Under negotiation: Price and Terms of Use

- b. Conference with Legal Counsel Potential Litigation – One (1) case (G.C. Section §54956.9)

- c. Conference with Real Property Negotiator (California Government Code Section §54956.8)

Conference with Real Property Negotiators  
Property: 1053 North Eastern Avenue  
Agency Negotiator: Rosanna Bayon Moore, City Manager  
Negotiating party: Farm Aviation Lease Agreement  
Under negotiation: Price and Terms of Use

**ADJOURNMENT** Next Regular Meeting, Tuesday, December 15, 2015 @ 6:00 PM, City Council Chambers, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

*Alma Benavides*, City Clerk

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL  
ELECTION HELD ON NOVEMBER 3, 2015 DECLARING THE RESULTS  
AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a General Municipal Election was held and conducted in the City of Brawley, California, on Tuesday, November 3, 2015, as required by law; and

WHEREAS, a notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That the whole number of votes (ballots) cast in the City of Brawley was 7,028 of that 74 were from a mail ballot precinct.

SECTION 2: That the names of persons voted for at the election for Members of the City Council are as follows:

**George A. Nava**  
**Donald L. Wharton**  
**Norma Kastner-Jauregui**

That the name of the person voted for the election of City Clerk is as follows:

**Alma Benavides**

That the name of the person voted for the election of City Treasurer is as follows:

**Miguel C. Miranda**

SECTION 3: That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices which the persons were candidates and for and against the Measure were as listed in Exhibit "A" attached hereto and made a part hereof.

SECTION 4: The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election showing:

- (a) The whole number of votes (ballots) cast in the City.
- (b) The names of the persons voted for.
- (c) For what office each person was voted for.

**SECTION 5:** That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribed to it and file it in the Office of the City Clerk. Each and all of the persons elected shall then be inducted into the respective office to which they have been elected.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council held on the 1st day of December, 2015.

**CITY OF BRAWLEY, CALIFORNIA**

George A. Nava, Mayor

**ATTEST:**

Alma Benavides, City Clerk

STATE OF CALIFORNIA}  
COUNTY OF IMPERIAL}  
CITY OF BRAWLEY}

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley; California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2015- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 1<sup>st</sup> day of December 2015 and that it was so adopted by the following roll call vote:

**AYES:**  
**NAYES:**  
**ABSTAIN:**  
**ABSENT:**

**DATED:** December 1, 2015

Alma Benavides, City Clerk

# Election Summary Report

General Election

Imperial County

November 03, 2015

Summary for: All Contests, All Districts, All Counting Groups

## OFFICIAL FINAL RESULTS

Precincts Reported: 128 of 128 (100.00%)

Registered Voters: 9,872 of 37,204 (26.53%)

Ballots Cast: 9,872

### County BOE Trustee Area 4 (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

		Total	
Times Cast		3,560 / 10,517	33.85%
Candidate	Party	Total	
Sharon E. Anderholt		1,958	55.00%
Lisa M. Solomon		1,329	37.33%
Total Votes		3,287	

### County BOE Trustee Area 5 (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

		Total	
Times Cast		2,320 / 10,227	22.69%
Candidate	Party	Total	
Mark E. Ramirez		982	42.33%
Sabrina C. Barber		644	27.76%
Christopher Legakes		505	21.77%
Total Votes		2,131	

### Calipatria Unified Gov Brd Mem (Vote for 4)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		463 / 1,876	24.68%
Candidate	Party	Total	
A. Jane Mata		351	18.95%
Carlos B. Estrada		323	17.44%
Frank C. Perez		306	16.52%
Holly J. Widmann		231	12.47%
Randy Vogt		199	10.75%
Total Votes		1,410	7

## Westmorland Union Elem Sch Brd (Vote for 3)

Precincts Reported: 8 of 8 (100.00%)

		Total	
Times Cast		291 / 846	34.40%
Candidate	Party	Total	
Crecensio "Chris" Barajas		186	21.31%
Ronald Davis		143	16.38%
Jackie Loper		111	12.71%
Xavier Mendez		107	12.26%
Thomas C. Marquez		81	9.28%
Raul Ramirez		52	5.96%
Total Votes		680	

## Brawley Member of City Council (Vote for 3)

Precincts Reported: 9 of 9 (100.00%)

		Total	
Times Cast		3,126 / 8,872	35.23%
Candidate	Party	Total	
George A. Nava		1,980	21.11%
Donald L. Wharton		1,808	19.28%
Norma Kastner Jauregui		1,644	17.53%
Don C. Campbell		1,596	17.02%
Total Votes		7,028	

## City Clerk Brawley (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

		Total	
Times Cast		3,126 / 8,872	35.23%
Candidate	Party	Total	
Alma Benavides		2,571	82.25%
Total Votes		2,571	

## City Treasurer Brawley (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

		Total	
Times Cast		3,126 / 8,872	35.23%
Candidate	Party	Total	
Miguel C. Miranda		2,324	74.34%
Total Votes		2,324	

### Brawley Member of City Council (Vote for 3)

Precinct	Electionwide		Countywide		George A. Nava	Norma Kastner Jauregui	Donald L. Wharton	Don C. Campbell	Total Votes	
	Precinct	Electionwide	Countywide	Countywide						
411102	411102	174	24.58%	136	19.21%	219	30.93%	179	25.28%	708
411105	411105	220	28.72%	197	25.72%	183	23.89%	166	21.67%	766
411106	411106	317	30.87%	261	25.41%	225	21.91%	224	21.81%	1,027
411107	411107	283	26.18%	155	14.34%	390	36.08%	253	23.40%	1,081
411108	411108	264	27.62%	169	17.68%	295	30.86%	228	23.85%	956
411109	411109	187	26.08%	187	26.08%	174	24.27%	169	23.57%	717
411136 MB	411136 MB	23	31.08%	26	35.14%	11	14.86%	14	18.92%	74
511127	511127	293	31.17%	288	30.64%	166	17.66%	193	20.53%	940
511129	511129	219	28.85%	225	29.64%	145	19.10%	170	22.40%	759
<b>Countywide - Total</b>	<b>Countywide - Total</b>	<b>1,980</b>	<b>28.17%</b>	<b>1,644</b>	<b>23.39%</b>	<b>1,808</b>	<b>25.73%</b>	<b>1,596</b>	<b>22.71%</b>	<b>7,028</b>
<b>Cumulative</b>	<b>Cumulative</b>	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>
<b>Cumulative - Total</b>	<b>Cumulative - Total</b>	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>
<b>Electionwide - Total</b>	<b>Electionwide - Total</b>	<b>1,980</b>	<b>28.17%</b>	<b>1,644</b>	<b>23.39%</b>	<b>1,808</b>	<b>25.73%</b>	<b>1,596</b>	<b>22.71%</b>	<b>7,028</b>

# City Clerk Brawley (Vote for 1)

Precinct	Electionwide		Precinct	Electionwide		Total Votes
	Countywide	Countywide		Countywide	Countywide	
411102			411102	238	100.00%	238
411105			411105	287	100.00%	287
411106			411106	426	100.00%	426
411107			411107	335	100.00%	335
411108			411108	332	100.00%	332
411109			411109	261	100.00%	261
411136 MB			411136 MB	35	100.00%	35
511127			511127	371	100.00%	371
511129			511129	286	100.00%	286
<b>HO</b>	Countywide - Total	Countywide - Total	Countywide - Total	2,571	100.00%	2,571
<b>Cumulative</b>	<b>Cumulative</b>	<b>Cumulative</b>	<b>Cumulative</b>	<b>0</b>	<b>0%</b>	<b>0</b>
Cumulative - Total	Cumulative - Total	Cumulative - Total	Cumulative - Total	0	0%	0
Electionwide - Total	Electionwide - Total	Electionwide - Total	Electionwide - Total	2,571	100.00%	2,571

# City Treasurer Brawley (Vote for 1)

Precinct	Electionwide		Precinct	Electionwide		Total Votes
	Countywide	Countywide		Countywide	Countywide	
411102		215	411102	215	100.00%	215
411105		267	411105	267	100.00%	267
411106		388	411106	388	100.00%	388
411107		296	411107	296	100.00%	296
411108		295	411108	295	100.00%	295
411109		230	411109	230	100.00%	230
411136 MB		30	411136 MB	30	100.00%	30
511127		342	511127	342	100.00%	342
511129		261	511129	261	100.00%	261
<b>Countywide - Total</b>		<b>2,324</b>	<b>Countywide - Total</b>	<b>2,324</b>	<b>100.00%</b>	<b>2,324</b>
<b>Cumulative</b>			<b>Cumulative</b>			
Cumulative		0	Cumulative	0		0
<b>Cumulative - Total</b>			<b>Cumulative - Total</b>			
Cumulative - Total		0	Cumulative - Total	0		0
<b>Electionwide - Total</b>			<b>Electionwide - Total</b>			
Electionwide - Total		2,324	Electionwide - Total	2,324	100.00%	2,324

Miguel C. Miranda

Check Register Report

Date: 11/05/2015  
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City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
37950	11/05/2015	Printed	A414	AIRWAVE COMMUNICATIONS ENT	Maintenance Contract-Oct. 2015	688.00
37951	11/05/2015	Void	11/05/2015		Void Check	0.00
37952	11/05/2015	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services/City Hall	399.09
37953	11/05/2015	Printed	A521	ABELARDO AMBRIZ JR.	Reimb. Travel/CPRS National	121.60
37954	11/05/2015	Printed	S727	AMERICAN SOCCER CO., INC.	Soccer Uniforms	77.21
37955	11/05/2015	Printed	A544	GARY ANSIEL	Fender Covers, Screwdriver	81.43
37956	11/05/2015	Printed	A001	YAZMIN ARELLANO	Travel Adv/CMAA Seminar	25.50
37957	11/05/2015	Printed	A785	AT&T	U-Verse Internet 10/17-11/16	47.00
37958	11/05/2015	Printed	A592	AUTO ZONE, INC. #2804	Silicon/Streets #220	128.51
37959	11/05/2015	Printed	B689	BEAMSPEED INTERNET SERVICE	Internet Service 10/29-11/29	69.95
37960	11/05/2015	Printed	B339	BEST BEST & KRIEGER LLP	Attorney Services-Sept. 2015	3,348.11
37961	11/05/2015	Printed	B627	BIG J FENCING INC	Repair East POV Gate	300.00
37962	11/05/2015	Printed	B231	JONATHAN BLACKSTONE	Tuition Reimb/Structure	500.00
37963	11/05/2015	Printed	B390	BRAWLEY AUTO BODY	Repair Unit #P153 Estimate #20	5,871.48
37964	11/05/2015	Printed	B578	BRAWLEY MASONIC TEMPLE ASSO	Office Space Rent/Nov. 2015	500.00
37965	11/05/2015	Printed	B269	BRAWLEY TRACTOR PARTS	Chain Hook	18.55
37966	11/05/2015	Printed	B192	THOMAS BRUFF, MD	Drug Screening	100.00
37967	11/05/2015	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Nov. 2015 Medical Insurance	86,616.23
37968	11/05/2015	Printed	C251	SERGIO CAMPAS	Soccer Referee 10/27, 10/29	68.00
37969	11/05/2015	Printed	C052	JONATHAN CAMPISTA	Soccer Referee 10/27, 10/29	26.00
37970	11/05/2015	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maintenance, Usage	188.03
37971	11/05/2015	Printed	C1000	SERGIO CARRILLO	Refund Deposit/Lion's Center	100.00
37972	11/05/2015	Printed	C477	OMAR CELIS	Soccer Referee 10/27, 10/29	26.00
37973	11/05/2015	Printed	C476	ALONDRA CORTEZ	Soccer Referee 10/27, 10/29	26.00
37974	11/05/2015	Printed	C007	SAM COUCHMAN	Reimb/2015 B&G Combo Auction	75.00
37975	11/05/2015	Printed	D402	DAPPER TIRE CO., INC.	Tires/P.D. #903, #922	822.36
37976	11/05/2015	Printed	D103	DELTA DENTAL	Dental Insurance/Nov. 2015	8,623.53
37977	11/05/2015	Printed	D643	DESERT PAINTS	Paint - City Hall/Library	836.52
37978	11/05/2015	Printed	D360	DLT SOLUTIONS, LLC	AutoCAD 2016 Subscription	559.22
37979	11/05/2015	Printed	E145	ELMS EQUIPMENT	Repair Weedeater	51.58
37980	11/05/2015	Printed	E398	EMPIRE SOUTHWEST LLC	Spare Keys/Streets 45, 20, 21	62.14
37981	11/05/2015	Printed	G894	CARLOS GONZALEZ	Soccer Set-Up 10/27, 10/29	72.00
37982	11/05/2015	Printed	G536	GRAFFIK INDUSTRIES, INC.	BPR Soccer Coaches Shirts	523.80
37983	11/05/2015	Printed	G075	ANA GUTIERREZ	Travel Adv/CMAA Legal Seminar	25.50
37984	11/05/2015	Printed	G309	STEVEN GUZMAN	Soccer Referee 10/27, 10/29	26.00
37985	11/05/2015	Printed	H311	WILLIAM & LINDSAY HAENDIGES	Refund Overpmt/310 W K Street	827.99
37986	11/05/2015	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Hydrant Bolts, Gasket	675.17
37987	11/05/2015	Printed	H503	DONALD R. HOLBEN & ASSOC	Settlement Agreement 9/1/15	60,000.00
37988	11/05/2015	Printed	H104	HOLMAN PROFESSIONAL	Employee Assistance Nov. 2015	624.91
37989	11/05/2015	Printed	H191	HOWARD ANIMAL HOSPITAL	Vet Services 10/23/15	171.50
37990	11/05/2015	Printed	I021	I.C. PUBLIC HEALTH-EHS	Alyce Gereaux Park/3rd Qtr	456.68
37991	11/05/2015	Printed	I004	IMPERIAL CO TRANSPORTATION	ICTC Shared Costs 2nd Qtr	3,094.73
37992	11/05/2015	Void	11/05/2015		Void Check	0.00
37993	11/05/2015	Void	11/05/2015		Void Check	0.00
37994	11/05/2015	Void	11/05/2015		Void Check	0.00
37995	11/05/2015	Void	11/05/2015		Void Check	0.00
37996	11/05/2015	Printed	I301	IMPERIAL HARDWARE CO., INC.	Return Drill Bit	1,553.92
37997	11/05/2015	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees-Oct. 2015	54.67
37998	11/05/2015	Printed	I602	IMPERIAL VALLEY PAINT CENTE	Blue Paint, Reducer	176.96
37999	11/05/2015	Printed	I430	IMPERIAL VALLEY TRUCK & AUTO	Brake Shoes, Drums/F.D. 3913	790.39
38000	11/05/2015	Printed	I218	INTERSTATE BATTERY	Battery/P.D. #922	188.42
38001	11/05/2015	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Tailgate Spoiler, Bolts/#116	92.01

Check Register Report

Date: 11/05/2015  
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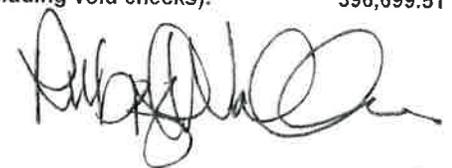
City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
38002	11/05/2015	Printed	K731	KEARNY PEARSON FORD, LLC.	Truck Latch Assembly/#922	84.28
38003	11/05/2015	Printed	M004	MCNEECE BROS OIL COMPANY	Spotlight, Batteries, Gloves	24.90
38004	11/05/2015	Printed	M547	ALEX MOLINA	Soccer Referee 10/27, 10/29	26.00
38005	11/05/2015	Printed	M546	CARLOS MONTES	Soccer Referee 10/27, 10/29	26.00
38006	11/05/2015	Printed	N405	NATIONAL AUTO FLEET GROUP	2016 International Water Truck	137,041.20
38007	11/05/2015	Printed	N641	AARON NIEBLAS	Refund Deposit/641 N. Palm Ave	58.63
38008	11/05/2015	Printed	N045	NORTHEND AUTOPARTS, INC.	Cam Shaft Sensor/#201	138.53
38009	11/05/2015	Printed	0567	JIM O'MALLEY PLUMBING	Brass Union	124.20
38010	11/05/2015	Printed	O233	O'REILLY AUTO PARTS	Cam Sensor/Streets #201	363.36
38011	11/05/2015	Printed	O880	OFFICE DEPOT, INC.	Clipboard, Calculator	215.91
38012	11/05/2015	Printed	O793	OFFICE SUPPLY COMPANY	Copy Paper	357.67
38013	11/05/2015	Printed	O113	OK RUBBER TIRES	Replace Valve Stem/F.D. 3913	39.04
38014	11/05/2015	Printed	O901	ORANGE COMMERCIAL CREDIT	BOD, TSS Analysis	1,635.00
38015	11/05/2015	Printed	P707	EDEN PADILLA	Soccer Referee 10/27, 10/29	26.00
38016	11/05/2015	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Janitorial Supplies-F.D. #2	84.84
38017	11/05/2015	Printed	P381	MIGUEL PEREZ	Reimb Travel/CPRS National	155.50
38018	11/05/2015	Printed	P188	PLUMMER UPHOLSTERY	Re-Upholster Seat/#177	259.76
38019	11/05/2015	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance-November 2015	4,215.28
38020	11/05/2015	Printed	P558	PRO RECORD STORAGE, INC.	Document Destruction	108.00
38021	11/05/2015	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	PERS 10/13/15-10/26/15	60,676.86
38022	11/05/2015	Printed	R1252	R.F. DICKSON CO. INC.	April Street Sweeping/WWTP	347.75
38023	11/05/2015	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Safety Supplies	394.49
38024	11/05/2015	Printed	R107	RAIN FOR RENT	Return Compression Drum	3.90
38025	11/05/2015	Printed	R177	RDO WATER	Spacer, Solenoid	236.36
38026	11/05/2015	Printed	R462	REDDY ICE, CORPORATION	Ice	136.94
38027	11/05/2015	Printed	R517	ROCKWOOD CHEMICAL	Pool Sentry	174.96
38028	11/05/2015	Printed	R087	ALAN RUIZ	Soccer Referee 10/27, 10/29	52.00
38029	11/05/2015	Printed	S746	DEBORAH SCHRECK	Refund Deposit/646 De Anza Pl.	195.26
38030	11/05/2015	Printed	S360	SCMAF	SCMAF Membership	130.00
38031	11/05/2015	Printed	S556	SHERWIN-WILLIAMS COMPANY, INC.	Traffic Paint/Curbs, Handicap	702.76
38032	11/05/2015	Printed	M965	MARIA I SONICO	Zumba Instructor/October 2015	187.00
38033	11/05/2015	Printed	S709	STATE WA RESOURCES CONTROL	WWTP Oper Grade II Renewal Fee	230.00
38034	11/05/2015	Printed	S227	KENNETH STILLS	Replace Lamp, Photo Cell	3,175.65
38035	11/05/2015	Printed	S450	SUPERIOR READY MIX CONCRETE LP	Color Concrete/Kiosk	18.09
38036	11/05/2015	Printed	T808	TIME WARNER CABLE	Internet 8448 42 002 0055391	139.90
38037	11/05/2015	Printed	T306	TIMEPAYMENT CORP.	Drinking Water Service P.D.	64.81
38038	11/05/2015	Printed	T452	TUCKER TOWING	Towing Service/Streets #207	50.00
38039	11/05/2015	Printed	V079	VERIZON WIRELESS SERVICES L	MDC Network Connection	1,542.45
38040	11/05/2015	Printed	V452	VISION SERVICE PLAN (CA), I	November Vision Insurance	2,198.48
38041	11/05/2015	Printed	V640	VWR INTERNATIONAL LLC	Recertification Service of Liq	226.67
38042	11/05/2015	Printed	W233	WAGE WORKS	FSA Service Fee - September	50.00
38043	11/05/2015	Printed	W931	RUBY DOREEN WALLA	Travel Adv/LCC Municipal	243.65
38044	11/05/2015	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Assorted Welding, Cutting Tips	825.74

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Checks Total (excluding void checks):

396,699.51



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<b>Fund: 101 General Fund</b>							
<b>Dept: 111.000 City Council</b>							
101-111.000-721.200	Other OFFICE SUPPLY COMPANY///		Wood Frames	38012	10/23/2015	11/05/2015	123.06
							<u>123.06</u>
101-111.000-750.601	Special COUCHMAN/SAM//	299385	Reimb/2015 B&G Combo Auction	37974	10/08/2015	11/05/2015	75.00
							<u>75.00</u>
<b>Total Dept. City Council:</b>							<b>198.06</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	382.79
							<u>382.79</u>
<b>Total Dept. City Clerk:</b>							<b>382.79</b>
<b>Dept: 131.000 City Manager</b>							
101-131.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	446.88
							<u>446.88</u>
<b>Total Dept. City Manager:</b>							<b>446.88</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	940.51
							<u>940.51</u>
101-151.000-750.400	Travel WALLA/RUBY DOREEN//		Travel Adv/LCC Municipal	38043	11/03/2015	11/05/2015	243.65
							<u>243.65</u>
<b>Total Dept. Finance:</b>							<b>1,184.16</b>
<b>Dept: 152.000 Utility Billing</b>							
101-152.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	522.27
							<u>522.27</u>
<b>Total Dept. Utility Billing:</b>							<b>522.27</b>
<b>Dept: 153.000 Personnel</b>							
101-153.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	259.84
							<u>259.84</u>
101-153.000-730.100	Professional BEST BEST & KRIEGER LLP/// HOLBEN & ASSOC/DONALD	758537	Attorney Services-Sept. 2015 Settlement Agreement 9/1/15	37960 37987	10/15/2015 11/03/2015	11/05/2015 11/05/2015	3,348.11 60,000.00
							<u>63,348.11</u>
101-153.000-730.200	Technical BRUFF, MD/THOMAS// WAGE WORKS///	000783	Drug Screening FSA Service Fee - September	37966 38042	10/16/2015 10/19/2015	11/05/2015 11/05/2015	100.00 50.00
							<u>150.00</u>
<b>Total Dept. Personnel:</b>							<b>63,757.95</b>
<b>Dept: 171.000 Planning</b>							
101-171.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	283.80

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							<u>283.80</u>
<b>Total Dept. Planning:</b>							<b>283.80</b>
<b>Dept: 181.000 Information</b>							
101-181.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	271.49
							<u>271.49</u>
<b>Total Dept. Information technology:</b>							<b>271.49</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-720.100	Office OFFICE SUPPLY COMPANY///		Copy Paper	38012	10/26/2015	11/05/2015	151.18
							<u>151.18</u>
101-191.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services-Admin Office	37952	10/12/2015	11/05/2015	12.70
	ALSCO AMERICAN LINEN		Cleaning Services-Admin Office	37952	10/26/2015	11/05/2015	15.00
	ALSCO AMERICAN LINEN		Cleaning Services/City Hall	37952	10/26/2015	11/05/2015	18.05
							<u>45.75</u>
<b>Total Dept. Non-departmental:</b>							<b>196.93</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	14,597.95
	PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	1,987.16
							<u>16,585.11</u>
101-211.000-721.200	Other IMPERIAL HARDWARE CO.,	416354/2	Lumber	37996	10/23/2015	11/05/2015	10.87
							<u>10.87</u>
101-211.000-740.100	Repair & AIRWAVE COMMUNICATIONS	606027	Maintenance Contract-Oct. 2015	37950	09/30/2015	11/05/2015	688.00
	BIG J FENCING INC///	180	Repair East POV Gate	37961	10/23/2015	11/05/2015	300.00
							<u>988.00</u>
101-211.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services-Police Dept	37952	10/26/2015	11/05/2015	131.94
							<u>131.94</u>
101-211.000-740.400	Rent TIMEPAYMENT CORP.		Drinking Water Service P.D.	38037	10/15/2015	11/05/2015	64.81
							<u>64.81</u>
101-211.000-750.200	VERIZON WIRELESS		MDC Network Connection	38039	10/15/2015	11/05/2015	1,504.44
							<u>1,504.44</u>
101-211.000-750.500	Training BLACKSTONE/JONATHAN//		Tuition Reimb/Structure	37962	11/02/2015	11/05/2015	500.00
							<u>500.00</u>
<b>Total Dept. Police Protection:</b>							<b>19,785.17</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	6,947.99
							<u>6,947.99</u>
101-221.000-720.400	Automotive AUTO ZONE, INC. #2804///		Engine Oil	37958	10/04/2015	11/05/2015	18.55
	IMPERIAL HARDWARE CO.,	416228/2	Cord Connector, Cycle Oil	37996	10/22/2015	11/05/2015	2.82

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>21.37</b>
101-221.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	416632/2	Cord Connector	37996	10/26/2015	11/05/2015	8.04
	IMPERIAL HARDWARE CO.,	416633/2	Return Cord Connector	37996	10/26/2015	11/05/2015	-8.04
	IMPERIAL HARDWARE CO.,	416635/2	Cord Connector	37996	10/26/2015	11/05/2015	7.60
	IMPERIAL HARDWARE CO.,	416228/2	Cord Connector, Cycle Oil	37996	10/22/2015	11/05/2015	26.78
							<b>34.38</b>
101-221.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	416406/2	Plumbing Supplies	37996	10/23/2015	11/05/2015	11.48
							<b>11.48</b>
101-221.000-721.200	Other						
	AUTO ZONE, INC. #2804///		Carburetor Cleaner, Epoxy	37958	10/19/2015	11/05/2015	11.30
	IMPERIAL HARDWARE CO.,	415783/2	Tool Box, Push Broom	37996	10/19/2015	11/05/2015	12.63
	REDDY ICE, CORPORATION///		Ice	38026	08/28/2015	11/05/2015	31.64
							<b>55.57</b>
101-221.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	415783/2	Tool Box, Push Broom	37996	10/19/2015	11/05/2015	16.01
							<b>16.01</b>
101-221.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services-F.D. #1	37952	10/26/2015	11/05/2015	27.50
							<b>27.50</b>
101-221.000-750.200							
	AT&T		U-Verse Internet 10/17-11/16	37957	11/02/2015	11/05/2015	47.00
	VERIZON WIRELESS		MDC Network Connection	38039	10/15/2015	11/05/2015	38.01
							<b>85.01</b>
							<b>Total Dept. Fire Department: 7,199.31</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-720.800	Janitorial						
	PADRE JANITORIAL	377323	Janitorial Supplies-F.D. #2	38016	10/22/2015	11/05/2015	84.84
							<b>84.84</b>
101-221.100-721.200	Other						
	IMPERIAL HARDWARE CO.,	415976/2	Nuts, Bolts, Premix Fuel	37996	10/20/2015	11/05/2015	18.57
							<b>18.57</b>
							<b>Total Dept. Fire Station #2: 103.41</b>
<b>Dept: 231.000 Building Inspection</b>							
101-231.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	715.83
							<b>715.83</b>
101-231.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	414595/2	A/C Filters, Silicone	37996	10/08/2015	11/05/2015	31.86
							<b>31.86</b>
101-231.000-730.200	Technical						
	PRO RECORD STORAGE,	HB 2634	Document Destruction	38020	10/16/2015	11/05/2015	54.00
							<b>54.00</b>
101-231.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maintenance, Usage	37970	10/11/2015	11/05/2015	94.02
							<b>94.02</b>
							<b>Total Dept. Building Inspection: 895.71</b>

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101-241.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	120.10
							<b>120.10</b>
101-241.000-730.200	Technical HOWARD ANIMAL HOSPITAL IMPERIAL LANDFILL, INC.///	225658 014141	Vet Services 10/23/15 Animal Dumping Fees-Oct. 2015	37989 37997	10/23/2015 10/15/2015	11/05/2015 11/05/2015	171.50 54.67
							<b>226.17</b>
101-241.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN		Uniform Cleaning Services-ACO Uniform Cleaning Services-ACO Uniform Cleaning Services-ACO	37952 37952 37952	10/19/2015 10/26/2015 10/12/2015	11/05/2015 11/05/2015 11/05/2015	6.56 6.56 6.56
							<b>19.68</b>
<b>Total Dept. Animal Control:</b>							<b>365.95</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	1,428.69
							<b>1,428.69</b>
101-311.000-720.100	Office OFFICE DEPOT, INC./// OFFICE DEPOT, INC.///		Mouse, Folder Clipboard, Calculator	38011 38011	10/12/2015 10/19/2015	11/05/2015 11/05/2015	107.97 64.76
							<b>172.73</b>
101-311.000-720.200	Books and DLT SOLUTIONS, LLC///		AutoCAD 2016 Subscription	37978	10/28/2015	11/05/2015	559.22
							<b>559.22</b>
101-311.000-720.500	Electrical IMPERIAL HARDWARE CO.,	400849/2	Voltage Tester, Receptacle	37996	06/09/2015	11/05/2015	28.72
							<b>28.72</b>
101-311.000-721.200	Other OFFICE DEPOT, INC.///		Mouse, Folder	38011	10/12/2015	11/05/2015	43.18
							<b>43.18</b>
101-311.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services-Public Works	37952	10/26/2015	11/05/2015	26.12
							<b>26.12</b>
101-311.000-750.200	TIME WARNER CABLE///		Internet 8448 42 002 0055391	38036	11/03/2015	11/05/2015	139.90
							<b>139.90</b>
101-311.000-750.400	Travel ARELLANO/YAZMIN// GUTIERREZ/ANA//		Travel Adv/CMAA Seminar Travel Adv/CMAA Legal Seminar	37956 37983	11/02/2015 11/04/2015	11/05/2015 11/05/2015	25.50 25.50
							<b>51.00</b>
<b>Total Dept. Engineering:</b>							<b>2,449.56</b>
<b>Dept: 411.000 Community</b>							
101-411.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	262.64
							<b>262.64</b>
101-411.000-730.200	Technical PRO RECORD STORAGE,	HB 2634	Document Destruction	38020	10/16/2015	11/05/2015	54.00
							<b>54.00</b>
101-411.000-740.100	Repair &						

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	CANON SOLUTIONS		Copier Maintenance, Usage	37970	10/11/2015	11/05/2015	94.01
							<b>94.01</b>
							<b>Total Dept. Community Development: 410.65</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	943.14
							<b>943.14</b>
101-511.000-720.600	Plumbing O'MALLEY PLUMBING/JIM// RAIN FOR RENT/// RAIN FOR RENT/// RDO WATER RDO WATER	90352	Brass Union	38009	10/27/2015	11/05/2015	124.20
			Compression Drum, Spray Nozzle	38024	10/22/2015	11/05/2015	19.56
			Return Compression Drum	38024	10/23/2015	11/05/2015	-19.56
		J11148	Sprinklers	38025	10/15/2015	11/05/2015	31.64
		J11507	Spacer, Solenoid	38025	10/26/2015	11/05/2015	187.65
							<b>343.49</b>
101-511.000-720.700	Construction SUPERIOR READY MIX	741660	Color Concrete/Kiosk	38035	10/14/2015	11/05/2015	18.09
							<b>18.09</b>
101-511.000-720.800	Janitorial IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	416716/2 416781/2 416895/2	Mopstick, Scrub Brush Brushes, Broom, Spray Bottle Ant Block, Lopper, Pruners	37996 37996 37996	10/27/2015 10/27/2015 10/28/2015	11/05/2015 11/05/2015 11/05/2015	24.92 38.07 61.31
							<b>124.30</b>
101-511.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., NORTHEND AUTOPARTS,	415768/2 415876/2 415978/2 416105/2 416353/2 416384/2 416397/2 416613/2 416670/2 416716/2 416781/2 416895/2 416960/2 542457	Nylon Toothbrush, Scrub Sponge Key, Blade, Chip Brush Spray Heads Masonry Blade Masonry Bit, Anchor Screw Duct Tape Duct Tape Duct Tape, Push Broom Pesticide Mopstick, Scrub Brush Brushes, Broom, Spray Bottle Ant Block, Lopper, Pruners Paint Rags	37996 37996 37996 37996 37996 37996 37996 37996 37996 37996 37996 37996 37996 38008	10/19/2015 10/20/2015 10/20/2015 10/21/2015 10/23/2015 10/23/2015 10/23/2015 10/26/2015 10/26/2015 10/27/2015 10/27/2015 10/28/2015 10/28/2015 10/23/2015	11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015	8.59 24.78 5.73 6.23 3.40 8.09 8.09 54.25 35.83 128.54 12.51 19.60 128.53 64.78
							<b>508.95</b>
101-511.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	416895/2	Ant Block, Lopper, Pruners	37996	10/28/2015	11/05/2015	57.90
							<b>57.90</b>
101-511.000-740.100	Repair & STILLS/KENNETH// STILLS/KENNETH//	4452 4455	Re-pull Switchgear Feed Underground Emergency Repair	38034 38034	10/19/2015 10/19/2015	11/05/2015 11/05/2015	1,241.10 1,622.27
							<b>2,863.37</b>
101-511.000-750.400	Travel AMBRIZ JR./ABELARDO// PEREZ/MIGUEL//		Reimb. Travel/CPRS National Reimb Travel/CPRS National	37953 38017	11/04/2015 11/04/2015	11/05/2015 11/05/2015	121.60 155.50
							<b>277.10</b>
							<b>Total Dept. Parks: 5,136.34</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-470.110	Rents and CARRILLO/SERGIO//	781576	Refund Deposit/Lion's Center	37971	03/25/2015	11/05/2015	100.00

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							<b>100.00</b>
101-521.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	375.91
							<b>375.91</b>
101-521.000-720.100	Office OFFICE SUPPLY COMPANY/// OFFICE SUPPLY COMPANY///		Copy Paper Highlighters	38012 38012	10/22/2015 10/22/2015	11/05/2015 11/05/2015	65.88 17.55
							<b>83.43</b>
101-521.000-720.300	Chemicals ROCKWOOD CHEMICAL///	320925	Pool Sentry	38027	10/16/2015	11/05/2015	174.96
							<b>174.96</b>
101-521.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	416689/2 414595/2	Rope, Batteries, Ells, Tees A/C Filters, Silicone	37996 37996	10/26/2015 10/08/2015	11/05/2015 11/05/2015	36.68 10.35
							<b>47.03</b>
101-521.000-740.100	Repair & STILLS/KENNETH//	4458	Replace Lamp, Photo Cell	38034	10/19/2015	11/05/2015	194.28
							<b>194.28</b>
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services-Lions Center	37952	10/26/2015	11/05/2015	28.49
							<b>28.49</b>
101-521.000-750.600	SCMAF///		SCMAF Membership	38030	11/03/2015	11/05/2015	130.00
							<b>130.00</b>
							<b>Total Dept. Recreation &amp; Lions Center: 1,134.10</b>
<b>Dept: 521.100 Recreation Leagues</b>							
101-521.100-721.100	Uniforms AMERICAN SOCCER CO., AMERICAN SOCCER CO.,	6378442 6378558	Soccer Uniforms Soccer Uniforms	37954 37954	10/15/2015 10/16/2015	11/05/2015 11/05/2015	47.53 29.68
							<b>77.21</b>
101-521.100-730.200	Technical CAMPAS/SERGIO// CAMPISTA/JONATHAN// CELIS/OMAR// CORTEZ/ALONDRA// GONZALEZ/CARLOS// GONZALEZ/CARLOS// GRAFFIK INDUSTRIES, INC./// GUZMAN/STEVEN// MOLINA/ALEX// MONTES/CARLOS// PADILLA/EDEN// RUIZ/ALAN// SONICO/MARIA I//		Soccer Referee 10/27, 10/29 Soccer Set-Up 10/27, 10/29 BPR Soccer Coaches Shirts Soccer Referee 10/27, 10/29 Soccer Referee 10/27, 10/29 Soccer Referee 10/27, 10/29 Soccer Referee 10/27, 10/29 Soccer Referee 10/27, 10/29 Zumba Instructor/October 2015	37968 37969 37972 37973 37981 37981 37982 37984 38004 38005 38015 38028 38032	11/02/2015 11/02/2015 11/02/2015 11/02/2015 11/03/2015 11/03/2015 10/26/2015 11/03/2015 11/03/2015 11/03/2015 11/03/2015 11/03/2015 10/29/2015	11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015	68.00 26.00 26.00 26.00 52.00 20.00 523.80 26.00 26.00 26.00 26.00 52.00 187.00
							<b>1,084.80</b>
							<b>Total Dept. Recreation Leagues: 1,162.01</b>
<b>Dept: 551.000 Library</b>							
101-551.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	761.33
							<b>761.33</b>

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	BRAWLEY MASONIC TEMPLE		Office Space Rent/Nov. 2015	37964	11/01/2015	11/05/2015	500.00
							<b>500.00</b>
						<b>Total Dept. Library:</b>	<b>1,261.33</b>
<b>Dept: 551.100</b>	<b>Library Grant -</b>						
101-551.100-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	314.47
							<b>314.47</b>
						<b>Total Dept. Library Grant - LAMBS:</b>	<b>314.47</b>
						<b>Total Fund General Fund:</b>	<b>107,462.34</b>
<b>Fund: 211</b>	<b>Gas Tax</b>						
<b>Dept: 312.000</b>	<b>Street Maintenance</b>						
211-312.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	539.66
							<b>539.66</b>
211-312.000-720.600	Plumbing						
	RAIN FOR RENT///		Compression Drum, Spray Nozzle	38024	10/22/2015	11/05/2015	3.90
							<b>3.90</b>
211-312.000-721.200	Other						
	SHERWIN-WILLIAMS	8759-9	Traffic Paint/Curbs, Handicap	38031	10/29/2015	11/05/2015	702.76
							<b>702.76</b>
211-312.000-730.200	Technical						
	IMPERIAL CO	16-10	ICTC Shared Costs 2nd Qtr	37991	10/12/2015	11/05/2015	3,094.73
							<b>3,094.73</b>
						<b>Total Dept. Street Maintenance &amp;</b>	<b>4,341.05</b>
						<b>Total Fund Gas Tax:</b>	<b>4,341.05</b>
<b>Fund: 246</b>	<b>CFD 06-1 Malan Park</b>						
<b>Dept: 195.000</b>	<b>Comm Fac Dist</b>						
246-195.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	1.55
							<b>1.55</b>
						<b>Total Dept. Comm Fac Dist:</b>	<b>1.55</b>
						<b>Total Fund CFD 06-1 Malan</b>	<b>1.55</b>
<b>Fund: 411</b>	<b>Capital Projects - Parks</b>						
<b>Dept: 512.010</b>	<b>Alyce Gereaux Park</b>						
411-512.010-730.100	Professional						
	I.C. PUBLIC HEALTH-EHS///	IN0024652	Alyce Gereaux Park/3rd Qtr	37990	10/20/2015	11/05/2015	456.68
							<b>456.68</b>
						<b>Total Dept. Alyce Gereaux Park</b>	<b>456.68</b>
						<b>Total Fund Capital Projects</b>	<b>456.68</b>
<b>Fund: 501</b>	<b>Water</b>						
<b>Dept: 000.000</b>							
501-000.000-205.200	Water						
	NIEBLAS/AARON//		Refund Deposit/641 N. Palm Ave	38007	10/23/2015	11/05/2015	58.63
	SCHRECK/DEBORAH//		Refund Deposit/646 De Anza Pl.	38029	10/27/2015	11/05/2015	195.26

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							<u>253.89</u>
<b>Total Dept. 000000:</b>							<b>253.89</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales HAENDIGES/WILLIAM &		Refund Overpmt/310 W K Street	37985	10/23/2015	11/05/2015	175.22
							<u>175.22</u>
501-321.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	1,405.89
							<u>1,405.89</u>
501-321.000-720.600	Plumbing RDO WATER	J11372	Risers, Slips, Knives	38025	10/22/2015	11/05/2015	13.12
							<u>13.12</u>
501-321.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	416068/2	Thinner, Shop Towels	37996	10/21/2015	11/05/2015	11.18
	IMPERIAL HARDWARE CO.,	416680/2	Spray Paint, Marker, Brushes	37996	10/26/2015	11/05/2015	20.98
	IMPERIAL HARDWARE CO.,	416687/2	Duct Tape, Bolts, Washers	37996	10/26/2015	11/05/2015	16.65
	IMPERIAL HARDWARE CO.,	417038/2	Air Coupler	37996	10/29/2015	11/05/2015	12.33
	IMPERIAL VALLEY PAINT	350341B	Blue Paint, Reducer	37998	10/27/2015	11/05/2015	176.96
	MCNEECE BROS OIL	115618	Spotlight, Batteries, Gloves	38003	10/22/2015	11/05/2015	24.90
	RDO WATER	J11372	Risers, Slips, Knives	38025	10/22/2015	11/05/2015	3.95
							<u>266.95</u>
501-321.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services - WTP	37952	10/26/2015	11/05/2015	56.37
							<u>56.37</u>
<b>Total Dept. Water Treatment:</b>							<b>1,917.55</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	904.02
							<u>904.02</u>
501-322.000-720.300	Chemicals IMPERIAL HARDWARE CO.,	405529/2	Chlorine Tablets	37996	07/20/2015	11/05/2015	14.72
							<u>14.72</u>
501-322.000-721.200	Other						
	BRAWLEY TRACTOR	11711	Chain Hook	37965	08/07/2015	11/05/2015	18.55
	HD SUPPLY WATERWORKS,	E687682	Hydrant Bolts, Gasket	37986	10/22/2015	11/05/2015	33.54
	R.J. SAFETY SUPPLY CO.,	350889-1	Safety Supplies	38023	10/22/2015	11/05/2015	281.78
	R.J. SAFETY SUPPLY CO.,		Safety Supplies	38023	09/02/2015	11/05/2015	112.71
	REDDY ICE, CORPORATION///		Ice	38026	10/15/2015	11/05/2015	105.30
							<u>551.88</u>
501-322.000-721.900	Small tools & HD SUPPLY WATERWORKS,	E695079	Meters	37986	10/22/2015	11/05/2015	641.63
							<u>641.63</u>
<b>Total Dept. Water Distribution:</b>							<b>2,112.25</b>
<b>Total Fund Water:</b>							<b>4,283.69</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-440.730	Sewer HAENDIGES/WILLIAM &		Refund Overpmt/310 W K Street	37985	10/23/2015	11/05/2015	515.87
							<u>515.87</u>

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511-331.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	349.28
							<b>349.28</b>
511-331.000-721.200	Other IMPERIAL HARDWARE CO., O'REILLY AUTO PARTS///	416768/2	Degreaser, Paint, Power Strip Motor Oil, Oil Pan, Lubricant	37996 38010	10/27/2015 10/27/2015	11/05/2015 11/05/2015	132.07 100.69
							<b>232.76</b>
511-331.000-730.200	Technical ORANGE COMMERCIAL	7691	BOD, TSS Analysis	38014	09/14/2015	11/05/2015	1,635.00
							<b>1,635.00</b>
<b>Total Dept. Wastewater Collection:</b>							<b>2,732.91</b>
<b>Dept: 332.000 Wastewater</b>							
511-332.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	1,284.39
							<b>1,284.39</b>
511-332.000-730.200	Technical R.F. DICKSON CO. INC., VWR INTERNATIONAL LLC///	2507440	April Street Sweeping/WWTP Recertification Service of Liq	38022 38041	05/15/2015 10/05/2015	11/05/2015 11/05/2015	347.75 226.67
							<b>574.42</b>
511-332.000-740.100	Repair & STILLS/KENNETH//	4432	Check Voltage, Fuses	38034	10/19/2015	11/05/2015	118.00
							<b>118.00</b>
511-332.000-750.200	BEAMSPEED INTERNET	450825	Internet Service 10/29-11/29	37959	10/29/2015	11/05/2015	69.95
							<b>69.95</b>
511-332.000-750.650	Taxes, Fees, STATE WA RESOURCES		WWTP Oper Grade II Renewal	38033	11/03/2015	11/05/2015	230.00
							<b>230.00</b>
<b>Total Dept. Wastewater treatment:</b>							<b>2,276.76</b>
<b>Total Fund Wastewater:</b>							<b>5,009.67</b>
<b>Fund: 521 Solid Waste</b>							
<b>Dept: 341.000 Solid Waste</b>							
521-341.000-440.740	Solid waste HAENDIGES/WILLIAM &		Refund Overpmt/310 W K Street	37985	10/23/2015	11/05/2015	136.90
							<b>136.90</b>
<b>Total Dept. Solid Waste Collection:</b>							<b>136.90</b>
<b>Total Fund Solid Waste:</b>							<b>136.90</b>
<b>Fund: 601 Maintenance</b>							
<b>Dept: 801.000 Vehicle</b>							
601-801.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	499.79
							<b>499.79</b>
601-801.000-720.400	Automotive AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804///		Starter, Brake Calipers Core Charges Return Engine Mount Idler Pulley/Bldg #176 Silicon/Streets #220	37958 37958 37958 37958 37958	07/16/2015 07/01/2015 09/09/2015 10/21/2015 10/30/2015	11/05/2015 11/05/2015 11/05/2015 11/05/2015 11/05/2015	86.40 30.24 -79.91 38.28 23.65

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	EMPIRE SOUTHWEST LLC///		Tail Lamp Lens/Streets #45	37980	10/21/2015	11/05/2015	19.05
	EMPIRE SOUTHWEST LLC///		Spare Keys/Streets 45, 20, 21	37980	10/22/2015	11/05/2015	43.09
	IMPERIAL VALLEY TRUCK & KEARNY MESA AUTOMOTIVE	23053184	Brake Shoes, Drums/F.D. 3913	37999	10/28/2015	11/05/2015	790.39
	KEARNY PEARSON FORD,	408797	Tailgate Spoiler, Bolts/#116	38001	10/27/2015	11/05/2015	92.01
	NORTHEND AUTOPARTS,	1126890	Truck Latch Assembly/#922	38002	10/26/2015	11/05/2015	84.28
	NORTHEND AUTOPARTS,	542578	Rubber Gasket/Streets #220	38008	10/26/2015	11/05/2015	11.89
	NORTHEND AUTOPARTS,	542681	Oil Filters/Shop Stock	38008	10/27/2015	11/05/2015	20.20
	NORTHEND AUTOPARTS,	542887	Tire Valve Extension/F,D #3913	38008	10/29/2015	11/05/2015	13.27
	NORTHEND AUTOPARTS,	542993	Cam Shaft Sensor/#201	38008	10/30/2015	11/05/2015	28.39
	O'REILLY AUTO PARTS///		Silicon/Trucks 220, 221, 222	38010	10/26/2015	11/05/2015	25.88
	O'REILLY AUTO PARTS///		Return Water Pump, Thermostat	38010	10/20/2015	11/05/2015	-147.34
	O'REILLY AUTO PARTS///		Water Pump, Thermostat	38010	10/20/2015	11/05/2015	147.34
	O'REILLY AUTO PARTS///		Lower Control Arm Bushings/201	38010	10/27/2015	11/05/2015	190.10
	O'REILLY AUTO PARTS///		Cam Sensor/Streets #201	38010	10/30/2015	11/05/2015	46.69
							<b>1,463.90</b>
601-801.000-720.410	Tires						
	DAPPER TIRE CO., INC.///	42503999	Tires/Streets #201	37975	10/29/2015	11/05/2015	349.79
	DAPPER TIRE CO., INC.///	42508750	Tires/P.D. #903, #922	37975	10/29/2015	11/05/2015	472.57
							<b>822.36</b>
601-801.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	416623/2	Electrical Outlets	37996	10/26/2015	11/05/2015	30.68
	INTERSTATE BATTERY///		Battery/P.D. #922	38000	10/23/2015	11/05/2015	188.42
							<b>219.10</b>
601-801.000-721.200	Other						
	AUTO ZONE, INC. #2804///		Head Liner Spray	37958	10/26/2015	11/05/2015	11.48
	AUTO ZONE, INC. #2804///		Return Head Liner Spray	37958	10/29/2015	11/05/2015	-11.48
							<b>0.00</b>
601-801.000-721.900	Small tools & ANSIEL/GARY//		Fender Covers, Screwdriver	37955	10/23/2015	11/05/2015	81.43
	IMPERIAL HARDWARE CO.,	416927/2	Drill Bit Assortment/Shop	37996	10/28/2015	11/05/2015	59.23
	IMPERIAL HARDWARE CO.,	417016/2	Return Drill Bit	37996	10/29/2015	11/05/2015	-41.43
	WESTAIR GASES &	10202168	Assorted Welding, Cutting Tips	38044	10/14/2015	11/05/2015	825.74
							<b>924.97</b>
601-801.000-730.200	Technical						
	TUCKER TOWING///		Towing Service/Streets #207	38038	10/30/2015	11/05/2015	50.00
							<b>50.00</b>
601-801.000-740.100	Repair & BRAWLEY AUTO BODY///	14835	Repair Quarter Panel #922 P.D.	37963	10/22/2015	11/05/2015	3,460.47
	BRAWLEY AUTO BODY///	14840	Repair Unit #P153 Estimate #20	37963	11/02/2015	11/05/2015	2,411.01
	ELMS EQUIPMENT///		Repair Weedeater	37979	10/22/2015	11/05/2015	51.58
	OK RUBBER TIRES///	47066	Replace Valve Stem/F.D. 3913	38013	10/29/2015	11/05/2015	39.04
	PLUMMER UPHOLSTERY///	19532	Re-Upholster Seat/#177	38018	10/28/2015	11/05/2015	259.76
							<b>6,221.86</b>
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Uniform Cleaning Services-Shop	37952	10/26/2015	11/05/2015	34.08
	ALSCO AMERICAN LINEN		Cleaning Services - Shop	37952	10/26/2015	11/05/2015	29.16
							<b>63.24</b>
							<b>Total Dept. Vehicle Maintenance Shop: 10,265.22</b>
<b>Dept: 802.000</b>	<b>Grounds &amp; Facility</b>						
601-802.000-721.200	Other						
	DESERT PAINTS///	3890	Paint - City Hall/Library	37977	09/25/2015	11/05/2015	284.56
	DESERT PAINTS///	3937	Paint - City Hall/Library	37977	10/05/2015	11/05/2015	291.16
	DESERT PAINTS///	3974	Paint - City Hall/Library	37977	10/13/2015	11/05/2015	260.80

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	IMPERIAL HARDWARE CO.,	4073852	Stucco Patch, Brushes, Pail	37996	08/05/2015	11/05/2015	36.22
	IMPERIAL HARDWARE CO.,	408807/2	Stucco Patch, Paint Pail	37996	08/18/2015	11/05/2015	48.27
	IMPERIAL HARDWARE CO.,	409147/2	Stucco Patch, Masking Tape	37996	08/20/2015	11/05/2015	32.77
	IMPERIAL HARDWARE CO.,	409675/2	Stucco Patches, Caulk	37996	08/25/2015	11/05/2015	85.96
	IMPERIAL HARDWARE CO.,	410100/2	Stucco Patches	37996	08/28/2015	11/05/2015	44.45
	IMPERIAL HARDWARE CO.,	409964/2	Foam Floats	37996	08/27/2015	11/05/2015	12.28
	IMPERIAL HARDWARE CO.,	410458/2	Spackling Paste	37996	09/01/2015	11/05/2015	5.41
	IMPERIAL HARDWARE CO.,	411333/2	Stucco Patch, Foam Float	37996	09/09/2015	11/05/2015	36.85
	IMPERIAL HARDWARE CO.,	63126/2	Stucco Patches, Caulk	37996	09/10/2015	11/05/2015	50.48
	IMPERIAL HARDWARE CO.,	412801/2	Foam Float, Spackling Paste	37996	09/22/2015	11/05/2015	34.12
	IMPERIAL HARDWARE CO.,	412937/2	Stucco Patch	37996	09/23/2015	11/05/2015	22.23
	IMPERIAL HARDWARE CO.,	413094/2	Pail, Foam Float, Paint	37996	09/24/2015	11/05/2015	47.73
							<b>1,293.29</b>
						<b>Total Dept. Grounds &amp; Facility</b>	<b>1,293.29</b>
<b>Dept: 803.000</b>	<b>Equipment rental &amp;</b>						
601-803.000-800.500	Vehicles						
	NATIONAL AUTO FLEET	635	2016 International Water Truck	38006	10/26/2015	11/05/2015	137,041.20
							<b>137,041.20</b>
						<b>Total Dept. Equipment rental &amp;</b>	<b>137,041.20</b>
						<b>Total Fund Maintenance:</b>	<b>148,599.71</b>
<b>Fund: 602</b>	<b>Risk Management</b>						
<b>Dept: 000.000</b>							
602-000.000-200.034	Health						
	CA PUBLIC EMP.		Nov. 2015 Medical Insurance	37967	11/01/2015	11/05/2015	86,616.23
	DELTA DENTAL///		Dental Insurance/Nov. 2015	37976	11/03/2015	11/05/2015	8,623.53
	PRINCIPAL FINANCIAL		Life Insurance-November 2015	38019	10/18/2015	11/05/2015	4,215.28
	VISION SERVICE PLAN (CA),		November Vision Insurance	38040	10/21/2015	11/05/2015	2,198.48
							<b>101,653.52</b>
						<b>Total Dept. 000000:</b>	<b>101,653.52</b>
<b>Dept: 814.000</b>	<b>Employee Health</b>						
602-814.000-750.100	Insurance						
	HOLMAN PROFESSIONAL		Employee Assistance Nov. 2015	37988	11/01/2015	11/05/2015	624.91
							<b>624.91</b>
						<b>Total Dept. Employee Health Benefits:</b>	<b>624.91</b>
						<b>Total Fund Risk</b>	<b>102,278.43</b>
<b>Fund: 802</b>	<b>Payroll Clearing</b>						
<b>Dept: 000.000</b>							
802-000.000-200.008	Retirement						
	PUBLIC EMPLOYEES		PERS 10/13/15-10/26/15	38021	10/26/2015	11/05/2015	24,129.49
							<b>24,129.49</b>
						<b>Total Dept. 000000:</b>	<b>24,129.49</b>
						<b>Total Fund Payroll</b>	<b>24,129.49</b>
						<b>Grand Total:</b>	<b>396,699.51</b>

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38045	11/12/2015	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Microphone Holsters	817.84
38046	11/12/2015	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	141.49
38047	11/12/2015	Printed	A915	AM COPIERS, INC.	Copier Maintenance/P.D.	63.70
38048	11/12/2015	Printed	S727	AMERICAN SOCCER CO., INC.	Soccer Uniforms	102.29
38049	11/12/2015	Printed	A910	VERONICA ANTUNEZ	Refund Deposit 311 S Imperial	101.38
38050	11/12/2015	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Cleaning Services	46.49
38051	11/12/2015	Printed	A785	AT&T	U-Verse Internet 10/24-11/23	159.80
38052	11/12/2015	Printed	A688	AT&T LONG DISTANCE	Telephone Services 9/25-10/24	31.80
38053	11/12/2015	Printed	A592	AUTO ZONE, INC. #2804	Shine Towels, Detailer	17.84
38054	11/12/2015	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System	150.89
38055	11/12/2015	Printed	B170	MICAELA P. BARRA	Refund Ovrpmt 909 Pater Street	68.85
38056	11/12/2015	Printed	B232	BIOMETRICS4ALL, INC.	Livescan Fees/October	18.75
38057	11/12/2015	Printed	B684	LAURA P. BLAKE	Zumba Instructor A.M. Oct 2015	701.25
38058	11/12/2015	Printed	B269	BRAWLEY TRACTOR PARTS	Filters/LAMBS Bus	57.30
38059	11/12/2015	Printed	B575	RON BROWN	Refund Ovrpmt 425 N Imperial	72.32
38060	11/12/2015	Printed	D209	BURKE, WILLIAMS & SORENSEN,LLP	Labor Relations, Emp Law Svcs	3,467.29
38061	11/12/2015	Printed	C251	SERGIO CAMPAS	Soccer Referee 11/3/15	34.00
38062	11/12/2015	Printed	C052	JONATHAN CAMPISTA	Soccer Referee 11/3/15	13.00
38063	11/12/2015	Printed	C477	OMAR CELIS	Soccer Referee 11/3/15	13.00
38064	11/12/2015	Printed	C1002	ROSENDO & ARLENE CONTRERAS	Refund Deposit 905 Santillan	59.69
38065	11/12/2015	Printed	C476	ALONDRA CORTEZ	Soccer Referee 11/3/15	13.00
38066	11/12/2015	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Credit Reports	35.00
38067	11/12/2015	Printed	C1001	CRUMBS PIZZERIA	Refund Deposit 996 G Street	223.88
38068	11/12/2015	Printed	D144	DANIELS TIRE SERVICE	Repair Tire #P153 F.D.	21.60
38069	11/12/2015	Printed	D950	DYNALECTRIC	Troubleshoot SCADA Program	1,040.00
38070	11/12/2015	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/Rudy Nunez WTP	289.67
38071	11/12/2015	Printed	E145	ELMS EQUIPMENT	Chainloop, Oil	108.35
38072	11/12/2015	Printed	E011	ERA PROPERTY MANAGEMENT	Refund Deposit 295 W D Street	130.83
38073	11/12/2015	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - City Clerk	5.80
38074	11/12/2015	Printed	F689	FRANCHISE TAX BOARD	Brawley Public Improvement	10.00
38075	11/12/2015	Printed	F409	FULLCOURT PRESS	Airport Facilities Bills	261.21
38076	11/12/2015	Printed	G296	CARLOS GONZALEZ	Soccer Referee, Setup/Takedown	36.00
38077	11/12/2015	Printed	G536	GRAFFIK INDUSTRIES, INC.	Screenprint Cattle Call Shirts	191.01
38078	11/12/2015	Printed	G617	JORDAN GREENWOOD	Refund Deposit 638 Gilmour St	96.04
38079	11/12/2015	Printed	G309	STEVEN GUZMAN	Soccer Referee 11/3/15	13.00
38080	11/12/2015	Void	11/12/2015		Void Check	0.00
38081	11/12/2015	Printed	I301	IMPERIAL HARDWARE CO., INC.	Mats, Outlet Cover, Blade	1,147.70
38082	11/12/2015	Printed	I443	IMPERIAL PRINTERS	Business Cards/D. Wharton	70.98
38083	11/12/2015	Printed	J268	JULIAN JIMENEZ	Reimb. Class B Renewal	42.00
38084	11/12/2015	Printed	K793	KME FIRE APPARATUS	Field Service Kit	40.85
38085	11/12/2015	Printed	L970	MARK A LANCASTER JR	Refund Deposit 969 K Street	78.80
38086	11/12/2015	Printed	L425	THE LIGHTHOUSE, INC.	Fuses/Shop	3,353.11
38087	11/12/2015	Printed	M997	MAIN STREET SIGNS	Square Posts, Anchors	3,593.90
38088	11/12/2015	Printed	M349	MARLIN BUSINESS BANK	Copier Lease	49.68
38089	11/12/2015	Printed	M004	MCNEECE BROS OIL COMPANY	Pump	1,588.73
38090	11/12/2015	Printed	M547	ALEX MOLINA	Soccer Referee 11/3/15	13.00
38091	11/12/2015	Printed	M546	CARLOS MONTES	Soccer Referee 11/3/15	13.00
38092	11/12/2015	Printed	N161	NEWCASTLE FARMS, LLC.	Trench Plates	999.00
38093	11/12/2015	Printed	N045	NORTHEND AUTOPARTS, INC.	Cap #18 Streets	271.63
38094	11/12/2015	Printed	N205	RODOLFO NUNEZ	Reimb. Grade 4 Water	105.00
38095	11/12/2015	Printed	O793	OFFICE SUPPLY COMPANY	Wood Frames, Labes	290.94
38096	11/12/2015	Printed	O421	ONE SOURCE DISTRIBUTORS, IN	Post Bases, Spring Nuts	144.40
38097	11/12/2015	Printed	O607	OSWALT & ASSOCIATES25	Attorney Services/Oct. 2015	9,630.00
38098	11/12/2015	Printed	P707	EDEN PADILLA	Soccer Referee 11/3	13.00
38099	11/12/2015	Printed	P344	PADRE JANITORIAL SUPPLIES, INC	Janitorial Supplies/Station 2	10.37

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
38100	11/12/2015	Printed	P109	PETTY CASH -BRAWLEY P D	Petty Cash - Police Dept	134.58
38101	11/12/2015	Printed	P113	PETTY CASH -CITY CLERK	Desserts/LCC Dinner	46.96
38102	11/12/2015	Printed	P930	POLYDYNE, INC.	Coagulant Aid Clarifloc	4,842.02
38103	11/12/2015	Printed	R1000	MARICELA RAMIREZ	Refund Dep/Overpmt 184 W B St	204.87
38104	11/12/2015	Printed	R177	RDO WATER	Seed, Manure	151.20
38105	11/12/2015	Printed	R087	ALAN RUIZ	Soccer Referee 11/3	26.00
38106	11/12/2015	Printed	S438	S&W HEALTHCARE CORPORATION	Medical Gloves	179.79
38107	11/12/2015	Printed	S815	SAL'S TREE SERVICE	Tree Removal/South Plaza	2,400.00
38108	11/12/2015	Printed	S155	SAN DIEGO COUNTY	Fire Radio Fees/Oct. 2015	2,667.50
38109	11/12/2015	Printed	S279	ELEANOR SOTO	Refund Deposit/625 S 3rd St	84.75
38110	11/12/2015	Printed	S803	SOUTHWEST WINDOW CLEANING	Window Cleaning/Admin Bldg	90.00
38111	11/12/2015	Printed	S760	SPECTRUM ADVERTISING	Video Tape Council Mtg 10/22/1	500.00
38112	11/12/2015	Printed	S408	SWRCB FEES	Water System Fees 7/1/14 to	1,606.50
38113	11/12/2015	Printed	U602	USA BLUEBOOK, INC	Coil, Connectors	211.90
38114	11/12/2015	Printed	V308	VIC'S AIR CONDITIONING & ELECT	AC Diagnostic/Youth Bldg	187.50
38115	11/12/2015	Printed	W221	WAL-MART STORES, INC. #01-1555	Drinks, Napkins	205.18
38116	11/12/2015	Printed	W551	WESTERN GROWERS INSURANCE SVCS	Safety Classes	1,058.00

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Checks Total (excluding void checks): 44,667.20

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 110.000 General Revenues</b>							
101-110.000-410.910	Utility users						
	BARRA/MICAELA P//		Refund Ovrpmt 909 Pater Street	38055	11/04/2015	11/12/2015	2.73
	BROWN/RON//		Refund Ovrpmt 425 N Imperial	38059	11/05/2015	11/12/2015	4.66
							<u>7.39</u>
<b>Total Dept. General Revenues:</b>							<b>7.39</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-720.100	Office						
	IMPERIAL PRINTERS//	86495	Business Cards/D. Wharton	38082	10/19/2015	11/12/2015	45.36
	OFFICE SUPPLY COMPANY///	OE -10561-1	Wood Frames	38095	10/29/2015	11/12/2015	41.02
							<u>86.38</u>
101-111.000-721.110	Food and						
	PETTY CASH -CITY CLERK///		Desserts/LCC Dinner	38101	10/29/2015	11/12/2015	46.96
							<u>46.96</u>
101-111.000-730.200	Technical						
	SPECTRUM ADVERTISING///	12450	Video Tape Council Mtg 10/22/1	38111	10/26/2015	11/12/2015	500.00
							<u>500.00</u>
<b>Total Dept. City Council:</b>							<b>633.34</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Wood Frames, Labes	38095	10/29/2015	11/12/2015	152.21
							<u>152.21</u>
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	5-208-61194	Mailings - City Clerk	38073	10/30/2015	11/12/2015	5.80
							<u>5.80</u>
<b>Total Dept. City Clerk:</b>							<b>158.01</b>
<b>Dept: 131.000 City Manager</b>							
101-131.000-740.400	Rent						
	ALSCO AMERICAN LINEN		Linen Rental/Public Hearing	38046	11/09/2015	11/12/2015	18.00
							<u>18.00</u>
<b>Total Dept. City Manager:</b>							<b>18.00</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-740.100	Repair &						
	AVAYA FINANCIAL	27643895	City Hall Phone System	38054	10/21/2015	11/12/2015	75.45
							<u>75.45</u>
101-151.000-750.400	Travel						
	EAN SERVICES, LLC///	7467248	Vehicle Rental/Rosa Ramirez	38070	10/31/2015	11/12/2015	137.94
							<u>137.94</u>
101-151.000-750.650	Taxes, Fees,						
	FRANCHISE TAX BOARD///		Brawley Public Improvement	38074	11/12/2015	11/12/2015	10.00
							<u>10.00</u>
<b>Total Dept. Finance:</b>							<b>223.39</b>
<b>Dept: 152.000 Utility Billing</b>							
101-152.000-720.100	Office						
	FULLCOURT PRESS//	29300	Airport Facilities Bills	38075	10/19/2015	11/12/2015	261.21
	IMPERIAL PRINTERS///	86848	Color Paper	38082	10/26/2015	11/12/2015	25.62
							<u>286.83</u>

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101-152.000-740.100	Repair & AM COPIERS, INC.///	31389	Printer Maintenance/Utility	38047	11/01/2015	11/12/2015	12.31
	AVAYA FINANCIAL	27643895	City Hall Phone System	38054	10/21/2015	11/12/2015	75.44
							<u>87.75</u>
						<b>Total Dept. Utility Billing:</b>	<b>374.58</b>
<b>Dept: 153.000 Personnel</b>							
101-153.000-720.100	Office OFFICE SUPPLY COMPANY///		Binder, Storage Boxes, Staples	38095	11/05/2015	11/12/2015	97.71
							<u>97.71</u>
101-153.000-730.100	Professional BURKE, WILLIAMS &	193819	Labor Relations, Emp Law Svcs	38060	10/27/2015	11/12/2015	3,467.29
							<u>3,467.29</u>
101-153.000-750.200	BIOMETRICS4ALL, INC.///		Livescan Fees/October	38056	11/01/2015	11/12/2015	18.75
							<u>18.75</u>
						<b>Total Dept. Personnel:</b>	<b>3,583.75</b>
<b>Dept: 161.000 City Attorney</b>							
101-161.000-730.100	Professional OSWALT & ASSOCIATES///	9103	Attorney Services/Oct. 2015	38097	10/31/2015	11/12/2015	9,630.00
							<u>9,630.00</u>
						<b>Total Dept. City Attorney:</b>	<b>9,630.00</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-740.200	Cleaning SOUTHWEST WINDOW	1719	Window Cleaning/Admin Bldg	38110	11/04/2015	11/12/2015	90.00
							<u>90.00</u>
						<b>Total Dept. Non-departmental:</b>	<b>90.00</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-720.900	AIRWAVE COMMUNICATIONS	429326	Microphone Holsters	38045	11/01/2015	11/12/2015	817.84
							<u>817.84</u>
101-211.000-721.110	Food and PETTY CASH -BRAWLEY P		Petty Cash - Police Dept	38100	10/31/2015	11/12/2015	41.59
							<u>41.59</u>
101-211.000-721.200	Other PETTY CASH -BRAWLEY P		Petty Cash - Police Dept	38100	10/31/2015	11/12/2015	67.99
							<u>67.99</u>
101-211.000-725.400	Fuel PETTY CASH -BRAWLEY P		Petty Cash - Police Dept	38100	10/31/2015	11/12/2015	25.00
							<u>25.00</u>
101-211.000-730.200	Technical CREDIT BUREAU OF IMP.	3696	Credit Reports	38066	11/02/2015	11/12/2015	35.00
							<u>35.00</u>
101-211.000-740.100	Repair & AM COPIERS, INC.///	31388	Copier Maintenance/P.D.	38047	11/01/2015	11/12/2015	51.39
							<u>51.39</u>
101-211.000-740.400	Rent MARLIN BUSINESS BANK///	1436504	Copier Lease	38088	11/03/2015	11/12/2015	49.68
							<u>49.68</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-211.000-750.200	SAN DIEGO COUNTY///		Radio System Fees/Oct. 2015	38108	11/01/2015	11/12/2015	2,007.50
							<u>2,007.50</u>
						<b>Total Dept. Police Protection:</b>	<b>3,095.99</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-721.200	Other						
IMPERIAL HARDWARE CO.,		417242/2	Mats, Outlet Cover, Blade	38081	10/30/2015	11/12/2015	37.86
							<u>37.86</u>
101-221.000-725.400	Fuel						
MCNEECE BROS OIL		831037	Fuel/Fire Dept.	38089	10/01/2015	11/12/2015	1,505.76
							<u>1,505.76</u>
101-221.000-740.100	Repair &						
KME FIRE APPARATUS///		ca 534134	Field Service Kit	38084	10/22/2015	11/12/2015	40.85
							<u>40.85</u>
101-221.000-750.200	SAN DIEGO COUNTY///		Fire Radio Fees/Oct. 2015	38108	11/01/2015	11/12/2015	660.00
							<u>660.00</u>
						<b>Total Dept. Fire Department:</b>	<b>2,244.47</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-720.400	Automotive						
AUTO ZONE, INC. #2804///			Shine Towels, Detailer	38053	11/02/2015	11/12/2015	17.84
							<u>17.84</u>
101-221.100-720.800	Janitorial						
PADRE JANITORIAL		377152	Janitorial Supplies/Station 2	38099	10/19/2015	11/12/2015	10.37
							<u>10.37</u>
101-221.100-721.200	Other						
S&W HEALTHCARE		214820	Medical Gloves	38106	10/29/2015	11/12/2015	179.79
WAL-MART STORES, INC.		08815	Teaspoons, Rugs, Coffee Maker	38115	11/03/2015	11/12/2015	66.28
							<u>246.07</u>
101-221.100-721.900	Small tools &						
WAL-MART STORES, INC.		08815	Teaspoons, Rugs, Coffee Maker	38115	11/03/2015	11/12/2015	79.92
							<u>79.92</u>
101-221.100-750.200	AT&T		U-Verse Internet 10/24-11/23	38051	10/23/2015	11/12/2015	47.00
							<u>47.00</u>
						<b>Total Dept. Fire Station #2:</b>	<b>401.20</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-740.200	Cleaning						
ALSCO AMERICAN LINEN			Uniform Cleaning Services	38046	11/02/2015	11/12/2015	6.56
							<u>6.56</u>
						<b>Total Dept. Animal Control:</b>	<b>6.56</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-721.110	Food and						
WAL-MART STORES, INC.		03569	Drinks, Napkins	38115	11/04/2015	11/12/2015	58.98
							<u>58.98</u>
101-311.000-721.200	Other						

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	IMPERIAL HARDWARE CO.,	417179/2	Manure	38081	10/30/2015	11/12/2015	24.79
	IMPERIAL HARDWARE CO.,	417221/2	Manure	38081	10/30/2015	11/12/2015	21.82
	IMPERIAL HARDWARE CO.,	417243/2	Manure	38081	10/30/2015	11/12/2015	13.88
	RDO WATER	J11683	Seed, Manure	38104	10/30/2015	11/12/2015	151.20
							<b>211.69</b>
101-311.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	38046	11/02/2015	11/12/2015	26.12
							<b>26.12</b>
101-311.000-750.200							
	AT&T LONG DISTANCE///		Telephone Services 9/25-10/24	38052	10/26/2015	11/12/2015	31.80
							<b>31.80</b>
							<b>Total Dept. Engineering: 328.59</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	417750/2	Cord Connector, Fabric Pins	38081	11/04/2015	11/12/2015	98.30
							<b>98.30</b>
101-511.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	416910/2	Paint	38081	10/28/2015	11/12/2015	36.23
	IMPERIAL HARDWARE CO.,	416946/2	Paint, Fogger, Paint Tray	38081	10/28/2015	11/12/2015	169.88
	IMPERIAL HARDWARE CO.,	417093/2	Paint, Chip Brush	38081	10/29/2015	11/12/2015	12.20
	IMPERIAL HARDWARE CO.,	417178/2	Flap Disc	38081	10/30/2015	11/12/2015	12.18
	IMPERIAL HARDWARE CO.,	417181/2	Spring Hinge	38081	10/30/2015	11/12/2015	19.04
	IMPERIAL HARDWARE CO.,	417623/2	Kneepads	38081	11/03/2015	11/12/2015	12.13
	IMPERIAL HARDWARE CO.,	417630/2	Paint	38081	11/03/2015	11/12/2015	104.32
							<b>365.98</b>
101-511.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	417051/2	Hasp, Bit Set	38081	10/29/2015	11/12/2015	14.98
							<b>14.98</b>
101-511.000-725.400	Fuel						
	MCNEECE BROS OIL	115950	Fuel/Parks & Rec.	38089	10/29/2015	11/12/2015	53.65
							<b>53.65</b>
101-511.000-730.200	Technical						
	SAL'S TREE SERVICE///	123	Tree Removal/South Plaza	38107	11/02/2015	11/12/2015	2,400.00
							<b>2,400.00</b>
101-511.000-740.100	Repair &						
	VIC'S AIR CONDITIONING &	51917	Repair Wiest Field AC Unit	38114	08/24/2015	11/12/2015	112.50
							<b>112.50</b>
							<b>Total Dept. Parks: 3,045.41</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	417683/2	Lightset	38081	11/03/2015	11/12/2015	173.78
	IMPERIAL HARDWARE CO.,	417549/2	Roller Covers, Wall Clock	38081	11/02/2015	11/12/2015	70.47
							<b>244.25</b>
101-521.000-721.900	Small tools &						
	MCNEECE BROS OIL	115951	Pump	38089	10/29/2015	11/12/2015	29.32
							<b>29.32</b>
101-521.000-730.200	Technical						
	GRAFFIK INDUSTRIES, INC.///	3263	Screenprint Cattle Call Shirts	38077	10/29/2015	11/12/2015	191.01
	VIC'S AIR CONDITIONING &	52381	AC Diagnostic/Youth Bldg	38114	09/17/2015	11/12/2015	75.00
							<b>266.01</b>

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101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	38046	11/02/2015	11/12/2015	27.12
	ARAMARK UNIFORM		Cleaning Services	38050	10/29/2015	11/12/2015	46.49
							<b>73.61</b>
<b>Total Dept. Recreation &amp; Lions Center:</b>							<b>613.19</b>
<b>Dept: 521.100 Recreation Leagues</b>							
101-521.100-721.100	Uniforms						
	AMERICAN SOCCER CO.,	6379684	Soccer Uniforms	38048	10/26/2015	11/12/2015	29.68
	AMERICAN SOCCER CO.,	6379690	Soccer Uniforms	38048	10/26/2015	11/12/2015	72.61
							<b>102.29</b>
101-521.100-730.200	Technical						
	BLAKE/LAURA P//		Zumba Instructor A.M. Oct 2015	38057	11/03/2015	11/12/2015	701.25
	CAMPAS/SERGIO//		Soccer Referee 11/3/15	38061	11/04/2015	11/12/2015	34.00
	CAMPISTA/JONATHAN//		Soccer Referee 11/3/15	38062	11/04/2015	11/12/2015	13.00
	CELIS/OMAR//		Soccer Referee 11/3/15	38063	11/04/2015	11/12/2015	13.00
	CORTEZ/ALONDRA//		Soccer Referee 11/3/15	38065	11/04/2015	11/12/2015	13.00
	GONZALEZ/CARLOS//		Soccer Referee, Setup/Takedown	38076	11/04/2015	11/12/2015	36.00
	GUZMAN/STEVEN//		Soccer Referee 11/3/15	38079	11/04/2015	11/12/2015	13.00
	MOLINA/ALEX//		Soccer Referee 11/3/15	38090	11/04/2015	11/12/2015	13.00
	MONTES/CARLOS//		Soccer Referee 11/3/15	38091	11/04/2015	11/12/2015	13.00
	PADILLA/EDEN//		Soccer Referee 11/3	38098	11/10/2015	11/12/2015	13.00
	RUIZ/ALAN//		Soccer Referee 11/3	38105	11/03/2015	11/12/2015	26.00
							<b>888.25</b>
<b>Total Dept. Recreation Leagues:</b>							<b>990.54</b>
<b>Dept: 522.000 Senior Citizens</b>							
101-522.000-750.200							
	AT&T		U-Verse Internet 10/24-11/23	38051	10/23/2015	11/12/2015	52.00
							<b>52.00</b>
<b>Total Dept. Senior Citizens Center:</b>							<b>52.00</b>
<b>Total Fund General Fund:</b>							<b>25,496.41</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-721.200	Other						
	ELMS EQUIPMENT///		Chainloop, Oil	38071	11/03/2015	11/12/2015	108.35
	IMPERIAL HARDWARE CO.,	417634/2	Roller Covers, Tape, Pail	38081	11/03/2015	11/12/2015	192.32
	IMPERIAL HARDWARE CO.,	417201/2	Plier, Roller Covers, Paint	38081	10/30/2015	11/12/2015	133.52
	MAIN STREET SIGNS///	21474	Square Posts, Anchors	38087	10/26/2015	11/12/2015	3,593.90
							<b>4,028.09</b>
<b>Total Dept. Street Maintenance &amp;</b>							<b>4,028.09</b>
<b>Total Fund Gas Tax:</b>							<b>4,028.09</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water						
	ANTUNEZ/VERONICA//		Refund Deposit 311 S Imperial	38049	11/05/2015	11/12/2015	101.38
	CONTRERAS/ROSENDO &		Refund Deposit 905 Santillan	38064	11/06/2015	11/12/2015	59.69
	CRUMBS PIZZERIA		Refund Deposit 996 G Street	38067	11/05/2015	11/12/2015	223.88
	ERA PROPERTY		Refund Deposit 295 W D Street	38072	11/05/2015	11/12/2015	130.83
	GREENWOOD/JORDAN//		Refund Deposit 638 Gilmour St	38078	11/05/2015	11/12/2015	96.04
	LANCASTER JR/MARK A//		Refund Deposit 969 K Street	38085	11/05/2015	11/12/2015	78.80
	RAMIREZ/MARICELA//		Refund Dep/Overpmt 184 W B St	38103	11/03/2015	11/12/2015	165.56
	SOTO/ELEANOR//		Refund Deposit/625 S 3rd St	38109	11/05/2015	11/12/2015	84.75

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>940.93</b>
							<b>Total Dept. 000000: 940.93</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales RAMIREZ/MARICELA//		Refund Dep/Overpmt 184 W B St	38103	11/03/2015	11/12/2015	39.31
							<b>39.31</b>
501-321.000-720.300	Chemicals POLYDYNE, INC.///	1003568	Coagulant Aid Clarifloc	38102	10/22/2015	11/12/2015	4,842.02
							<b>4,842.02</b>
501-321.000-720.500	Electrical ONE SOURCE		Post Bases	38096	10/14/2015	11/12/2015	59.86
	ONE SOURCE		Post Bases, Spring Nuts	38096	10/16/2015	11/12/2015	38.99
							<b>98.85</b>
501-321.000-720.600	Plumbing USA BLUEBOOK, INC.///	776971	Replacement Tube	38113	10/14/2015	11/12/2015	141.48
	USA BLUEBOOK, INC.///	780159	Coil, Connectors	38113	10/19/2015	11/12/2015	70.42
							<b>211.90</b>
501-321.000-730.200	Technical DYNALECTRIC.///	8151151-01	Troubleshoot SCADA Program	38069	10/20/2015	11/12/2015	1,040.00
							<b>1,040.00</b>
501-321.000-750.200	AT&T		U-Verse Internet 11/1-11/30	38051	10/31/2015	11/12/2015	60.80
							<b>60.80</b>
501-321.000-750.400	Travel EAN SERVICES, LLC.///	7467248	Vehicle Rental/Rudy Nunez WTP	38070	10/31/2015	11/12/2015	151.73
							<b>151.73</b>
501-321.000-750.650	Taxes, Fees, JIMENEZ/JULIAN//		Reimb. Class B Renewal	38083	11/01/2015	11/12/2015	21.00
	NUNEZ/RODOLFO//		Reimb. Grade 4 Water	38094	11/10/2015	11/12/2015	105.00
	SWRCB FEES.///		Water System Fees 7/1/14 to	38112	10/01/2015	11/12/2015	1,606.50
							<b>1,732.50</b>
							<b>Total Dept. Water Treatment: 8,177.11</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-721.200	Other NEWCASTLE FARMS, LLC.	836293	Trench Plates	38092	10/12/2015	11/12/2015	999.00
							<b>999.00</b>
501-322.000-730.200	Technical WESTERN GROWERS		Safety Classes	38116	10/27/2015	11/12/2015	1,058.00
							<b>1,058.00</b>
							<b>Total Dept. Water Distribution: 2,057.00</b>
							<b>Total Fund Water: 11,175.04</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-440.730	Sewer BARRA/MICAELA P.//		Refund Ovrpmt 909 Pater Street	38055	11/04/2015	11/12/2015	45.53
	BROWN/RON//		Refund Ovrpmt 425 N Imperial	38059	11/05/2015	11/12/2015	34.36
							<b>79.89</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	JIMENEZ/JULIAN//		Reimb. Class B Renewal	38083	11/01/2015	11/12/2015	21.00
							<b>21.00</b>
<b>Total Dept. Wastewater Collection:</b>							<b>100.89</b>
<b>Dept: 332.000 Wastewater</b>							
511-332.000-720.500	Electrical ONE SOURCE		Fuses	38096	06/30/2015	11/12/2015	3.29
							<b>3.29</b>
511-332.000-721.200	Other ONE SOURCE		Splice Tape	38096	06/30/2015	11/12/2015	42.26
							<b>42.26</b>
<b>Total Dept. Wastewater treatment:</b>							<b>45.55</b>
<b>Total Fund Wastewater:</b>							<b>146.44</b>
<b>Fund: 521 Solid Waste</b>							
<b>Dept: 341.000 Solid Waste</b>							
521-341.000-440.740	Solid waste BARRA/MICAELA P.// BROWN/RONI//		Refund Ovrpmt 909 Pater Street	38055	11/04/2015	11/12/2015	20.59
							33.30
							<b>53.89</b>
<b>Total Dept. Solid Waste Collection:</b>							<b>53.89</b>
<b>Total Fund Solid Waste:</b>							<b>53.89</b>
<b>Fund: 601 Maintenance</b>							
<b>Dept: 801.000 Vehicle</b>							
601-801.000-720.400	Automotive BRAWLEY TRACTOR	14494	Capscrews #220 Streets	38058	10/27/2015	11/12/2015	19.70
	BRAWLEY TRACTOR	14495	Threaded Stock/Shop	38058	10/27/2015	11/12/2015	4.86
	BRAWLEY TRACTOR	14580	Return Capscrews	38058	10/29/2015	11/12/2015	-24.56
	BRAWLEY TRACTOR	14640	Filters/LAMBS Bus	38058	10/30/2015	11/12/2015	57.30
	LIGHTHOUSE, INC./THE//	0197229	LED Lightbar, Switch Box	38086	10/23/2015	11/12/2015	1,147.00
	LIGHTHOUSE, INC./THE//	0195845	LED Lightbar	38086	10/20/2015	11/12/2015	969.00
	LIGHTHOUSE, INC./THE//	0196388	LED Lightbar, Switch Box	38086	10/21/2015	11/12/2015	1,058.00
	LIGHTHOUSE, INC./THE//	0197089	Fuse, Bushing/Shop	38086	10/23/2015	11/12/2015	127.88
	LIGHTHOUSE, INC./THE//	0197095	Wire/Shop	38086	10/23/2015	11/12/2015	36.03
	LIGHTHOUSE, INC./THE//	0198845	Fuses/Shop	38086	10/29/2015	11/12/2015	15.20
	NORTHEND AUTOPARTS,	542654	Gaskets #220 Streets	38093	10/27/2015	11/12/2015	22.90
	NORTHEND AUTOPARTS,	543159	Hub Assembly #207 Streets	38093	11/02/2015	11/12/2015	193.94
	NORTHEND AUTOPARTS,	543207	Cap #18 Streets	38093	11/02/2015	11/12/2015	19.15
							<b>3,646.40</b>
601-801.000-721.900	Small tools & NORTHEND AUTOPARTS,	543237	Hook Pick/Shop	38093	11/02/2015	11/12/2015	35.64
							<b>35.64</b>
601-801.000-740.100	Repair & DANIELS TIRE SERVICE///		Repair Tire #P153 F.D.	38068	11/02/2015	11/12/2015	21.60
							<b>21.60</b>
601-801.000-740.200	Cleaning ALSCO AMERICAN LINEN		Uniform Cleaning Services	38046	11/02/2015	11/12/2015	34.08
	ALSCO AMERICAN LINEN		Cleaning Services	38046	11/02/2015	11/12/2015	29.61
							<b>63.69</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
						<b>Total Fund Maintenance:</b>	<b>3,767.33</b>
						<b>Grand Total:</b>	<b>44,667.20</b>

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>						
38117	11/13/2015	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	2,972.77
38118	11/13/2015	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	1,642.50
38119	11/13/2015	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimb. Medical & Dependent	429.60
38120	11/13/2015	Printed	F689	FRANCHISE TAX BOARD	Deductions	100.00
38121	11/13/2015	Printed	G387	KRISTINA D. GREEN(BAILEY)	Deductions	175.00
38122	11/13/2015	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	6,610.27
38123	11/13/2015	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Compensation #05270	520.00
38124	11/13/2015	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,521.00
38125	11/13/2015	Printed	U660	UNITED STATES TREASURY	Deductions	177.50
38126	11/13/2015	Printed	U661	UNITED STATES TREASURY	Deductions	62.50
38127	11/13/2015	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
38128	11/13/2015	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	17.00

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Checks Total (excluding void checks):

14,428.14

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
38129	11/20/2015	Printed	A554	ALLIED WASTE SERVICES #467	Street Sweeping 10/1-10/31/15	17,272.00
38130	11/20/2015	Void	11/20/2015		Void Check	0.00
38131	11/20/2015	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	612.48
38132	11/20/2015	Printed	S727	AMERICAN SOCCER CO., INC.	Soccer Jersey	29.68
38133	11/20/2015	Printed	A544	GARY ANSIEL	Brake Retainer Spring Tools	166.05
38134	11/20/2015	Printed	A592	AUTO ZONE, INC. #2804	Blower Motor #907 P.D.	43.65
38135	11/20/2015	Printed	B184	ERMINIA BANALES	Refund Deposit 1154 Welcome St	6.70
38136	11/20/2015	Printed	B747	BRENNTAG PACIFIC INC.	Hydrochloric Acid	1,015.00
38137	11/20/2015	Printed	B146	BROADCAST MUSIC, INC.	Music License Agreement	335.00
38138	11/20/2015	Printed	D209	BURKE, WILLIAMS & SORENSEN,LLP	Labor Relations, Emp Law Svcs	997.50
38139	11/20/2015	Printed	C033	CA SOCIETY OF MUNICIPAL	2016 Membership/Rosa Ramirez	110.00
38140	11/20/2015	Printed	C251	SERGIO CAMPAS	Soccer Referee 11/5, 11/10,	102.00
38141	11/20/2015	Printed	C052	JONATHAN CAMPISTA	Soccer Referee 11/5, 11/10,	39.00
38142	11/20/2015	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint. 10/1-10/31 P.D.	89.71
38143	11/20/2015	Printed	C856	CARROT-TOP INDUSTRIES, INC.	Flags	761.49
38144	11/20/2015	Printed	C477	OMAR CELIS	Soccer Referee 11/5, 11/10,	39.00
38145	11/20/2015	Printed	C902	CHEVRON & TEXACO CARD SERVICES	Fuel - Police Department	257.96
38146	11/20/2015	Printed	C476	ALONDRA CORTEZ	Soccer Referee 11/5, 11/10,	39.00
38147	11/20/2015	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Bulletin Fees	22.00
38148	11/20/2015	Printed	C1001	CRUMBS PIZZERIA	Refund Deposit 996 G Street	223.88
38149	11/20/2015	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	64.00
38150	11/20/2015	Printed	D806	DEPT OF TOXIC SUBSTANCES CONTR	Hazardous Waste Fees	200.00
38151	11/20/2015	Printed	D123	DESERT AIR CONDITIONING, IN	Install Extractor	3,224.80
38152	11/20/2015	Printed	D950	DYNALECTRIC	Rewire PLC Program	500.00
38153	11/20/2015	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/G. Rodriguez	657.36
38154	11/20/2015	Printed	E145	ELMS EQUIPMENT	Air Filter	58.44
38155	11/20/2015	Printed	E398	EMPIRE SOUTHWEST LLC	Urethane Wheels #45 Streets	112.45
38156	11/20/2015	Printed	E101	EMPLOYMENT DEVELOPMENT DEPART.	2015 3rd Qtr Unemployment	21,198.00
38157	11/20/2015	Printed	F358	THE FAIR STORE	Safety Boots/M. Valenzuela	300.00
38158	11/20/2015	Printed	F737	FORENSIC DRUG TESTING	Nov Maint Fee, DOT Testing	49.00
38159	11/20/2015	Printed	G401	MARK GADDIS	Refund Deposit 319 S Eastern	103.62
38160	11/20/2015	Printed	G296	CARLOS GONZALEZ	Soccer Referee, Setup/Takedown	108.00
38161	11/20/2015	Printed	G010	GOYAL ENTERPRISES	Fuel For Motor Units/October	30.25
38162	11/20/2015	Printed	G862	GP AWARDS & PROMOTIONS	Plaque	82.08
38163	11/20/2015	Printed	G309	STEVEN GUZMAN	Soccer Referee 11/5, 11/10,	39.00
38164	11/20/2015	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Bolt & Nut Kit, Gasket	26.29
38165	11/20/2015	Printed	H980	HUBER TECHNOLOGY, INC.	Pack Bag	538.92
38166	11/20/2015	Printed	H377	HYDRAULICS & BEARING SUPPLY IN	Clamp/LAMBS Bus	50.00
38167	11/20/2015	Void	11/20/2015		Void Check	0.00
38168	11/20/2015	Void	11/20/2015		Void Check	0.00
38169	11/20/2015	Printed	I301	IMPERIAL HARDWARE CO., INC.	Paint, Trim Covers	1,074.26
38170	11/20/2015	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 9/28/15-10/27/15	78,644.21
38171	11/20/2015	Printed	I443	IMPERIAL PRINTERS	Scan to CD/283 Main Street	48.33
38172	11/20/2015	Printed	I608	IMPERIAL TRUSS & LUMBER CO	Lumber	163.45
38173	11/20/2015	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control - November 2015	5,000.00
38174	11/20/2015	Printed	I567	IMPERIAL VALLEY PRESS	Ad/Anti-Bullying	85.00
38175	11/20/2015	Printed	I430	IMPERIAL VALLEY TRUCK & AUTO	Air Press Valve #3913 F.D.	76.14
38176	11/20/2015	Printed	J380	JADE SECURITY SYSTEMS, INC.	Alarm Monitoring/Teen Center	80.97
38177	11/20/2015	Printed	J490	JOHNNY'S NEIGHBORHOOD MARKE	Breakfast/Downtown Detail Crew	38.72
38178	11/20/2015	Printed	L502	LESLIE'S POOL SUPPLIES, INC	Epoxy Putty, Chrome Plated	163.04

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38179	11/20/2015	Printed	L659	LIFE-ASSIST, INC	Medical Supplies F.D. #1	163.00
38180	11/20/2015	Printed	M423	MAD GRAPHIX, INC.	Install Vehicle Graphics	75.00
38181	11/20/2015	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Police Dept.	6,402.71
38182	11/20/2015	Printed	M513	MEDTOX LABORATORIES, INC	Evidentiary Drug Analysis	15.31
38183	11/20/2015	Printed	M547	ALEX MOLINA	Soccer Referee 11/5, 11/10,	39.00
38184	11/20/2015	Printed	M546	CARLOS MONTES	Soccer Referee 11/5, 11/10,	39.00
38185	11/20/2015	Printed	M315	MOSS, LEVY & HARTZHEIM	Audit Preparation 2014/15	4,230.00
38186	11/20/2015	Printed	N224	JOSE NAVARRO	Refund Ovrpmt 1080 C Street	39.00
38187	11/20/2015	Printed	N045	NORTHEND AUTOPARTS, INC.	Batteries #11 Streets	516.90
38188	11/20/2015	Printed	O233	O'REILLY AUTO PARTS	Relay #221 Streets	235.40
38189	11/20/2015	Printed	O880	OFFICE DEPOT, INC.	Copy Paper, Tape	197.60
38190	11/20/2015	Printed	O793	OFFICE SUPPLY COMPANY	Calculator Ribbon, Post-Its	180.71
38191	11/20/2015	Printed	O113	OK RUBBER TIRES	Tires #73 WWTP	737.60
38192	11/20/2015	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	4,740.00
38193	11/20/2015	Printed	O211	ORANGE COUNTY SHERIFF'S OFFICE	Field Training/Michael	55.00
38194	11/20/2015	Printed	P707	EDEN PADILLA	Soccer Referee 11/5, 11/10,	39.00
38195	11/20/2015	Printed	P110	PESTMASTER SERVICES	Pest Control/City Hall	220.00
38196	11/20/2015	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	31.80
38197	11/20/2015	Printed	P371	PIONEERS MEMORIAL HEALTHCARE	Evidence Gathering	2,250.00
38198	11/20/2015	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 10/1-10/31/15	494.70
38199	11/20/2015	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	PERS 10/27/15-11/09/15	60,585.70
38200	11/20/2015	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Gloves	664.22
38201	11/20/2015	Printed	R006	ROSA I RAMIREZ	Reimb. Payroll Administration	73.91
38202	11/20/2015	Printed	R163	RDO EQUIPMENT CO.	Mower Deck	2,779.50
38203	11/20/2015	Printed	R177	RDO WATER	Coupling	49.00
38204	11/20/2015	Printed	R168	ROTO ROOTER	Flush System/Cattle Call	475.00
38205	11/20/2015	Printed	R087	ALAN RUIZ	Soccer Referee 11/5, 11/10,	78.00
38206	11/20/2015	Printed	S155	SAN DIEGO COUNTY	P.W. Radio System Fees/Oct.	192.50
38207	11/20/2015	Printed	S909	LEONARD OR ANGELA SANDERS	Refund Deposit 201 W Jones St	38.13
38208	11/20/2015	Printed	S016	MICHAEL SANDOVAL	Travel Adv./Field Training	504.42
38209	11/20/2015	Printed	S574	SHARP ELECTRONICS CORPORATI	Copier Maintenance/September	102.80
38210	11/20/2015	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 525 6200 1 10/8/15-11/6/15	108.99
38211	11/20/2015	Printed	S566	SPARKLETTS	Water, Cooler Rentals Oct 2015	880.51
38212	11/20/2015	Printed	S760	SPECTRUM ADVERTISING	Council & Staff Photography	3,200.00
38213	11/20/2015	Printed	S689	STAPLES ADVANTAGE	Toner	650.59
38214	11/20/2015	Printed	S408	SWRCB FEES	WDR Annual Permit Fee	35,739.00
38215	11/20/2015	Printed	T565	TORRENCE'S FARM IMPLEMENTS	Arm #65 Parks	335.82
38216	11/20/2015	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/R. Moore	2,401.01
38217	11/20/2015	Printed	U602	USA BLUEBOOK, INC	Nitrogen	142.31
38218	11/20/2015	Printed	V133	IGNACIO VELASQUEZ	Refund Deposit 1118 Alamo St	102.92
38219	11/20/2015	Printed	V640	VWR INTERNATIONAL LLC	Pipette Calibration	178.50
38220	11/20/2015	Printed	W221	WAL-MART STORES, INC. #01-1555	Facial Tissue, Batteries, Tape	125.41
38221	11/20/2015	Printed	W135	WAXIE SANITARY SUPPLY	Janitorial Supplies	899.36
38222	11/20/2015	Printed	W551	WESTERN GROWERS INSURANCE SVCS	Safety & Loss Control Fees	1,322.50
38223	11/20/2015	Printed	Y050	MICHAEL L YORK	Tuition Reimb./Fire Protection	500.00
38224	11/20/2015	Printed	Z125	ZEP MANUFACTURING CO, INC.	Towels/Shop	191.44

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Checks Total (excluding void checks):

267,902.16

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 110.000 General Revenues</b>							
101-110.000-410.910	Utility users NAVARRO/JOSE//		Refund Ovrpmt 1080 C Street	38186	11/06/2015	11/20/2015	2.73
							<u>2.73</u>
<b>Total Dept. General Revenues:</b>							<b>2.73</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-721.200	Other GP AWARDS & SPARKLETTS///	21177	Plaque	38162	11/10/2015	11/20/2015	82.08
		9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	63.80
							<u>145.88</u>
101-111.000-730.200	Technical SPECTRUM ADVERTISING///	12470	Council & Staff Photography	38212	11/05/2015	11/20/2015	1,500.00
							<u>1,500.00</u>
101-111.000-740.100	Repair & SPECTRUM ADVERTISING///	12471	Website Maintenance	38212	11/05/2015	11/20/2015	1,700.00
							<u>1,700.00</u>
101-111.000-750.403	Travel - G.N. U.S. BANK CORPORATE///		Credit Card Charges/G. Nava	38216	11/01/2015	11/20/2015	492.53
							<u>492.53</u>
101-111.000-750.404	Travel - H.N. U.S. BANK CORPORATE///		Credit Card Charges/H. Noriega	38216	11/01/2015	11/20/2015	791.05
							<u>791.05</u>
101-111.000-750.405	Travel - D.W. U.S. BANK CORPORATE///		Credit Card Charges/D. Wharton	38216	11/01/2015	11/20/2015	591.57
							<u>591.57</u>
<b>Total Dept. City Council:</b>							<b>5,221.03</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	382.79
							<u>382.79</u>
101-112.000-730.200	Technical PRO RECORD STORAGE,	0016012	Document Storage 10/1-10/31/15	38198	11/02/2015	11/20/2015	6.00
							<u>6.00</u>
101-112.000-740.400	Rent PRO RECORD STORAGE,	0016012	Document Storage 10/1-10/31/15	38198	11/02/2015	11/20/2015	112.80
							<u>112.80</u>
<b>Total Dept. City Clerk:</b>							<b>501.59</b>
<b>Dept: 131.000 City Manager</b>							
101-131.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	446.88
							<u>446.88</u>
101-131.000-750.400	Travel U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	38216	11/01/2015	11/20/2015	525.86
							<u>525.86</u>
<b>Total Dept. City Manager:</b>							<b>972.74</b>

**Dept: 151.000 Finance**  
101-151.000-710.300 P E R S

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	929.67
							<b>929.67</b>
101-151.000-720.100	Office OFFICE SUPPLY COMPANY///		Calculator Ribbon, Post-Its	38190	11/11/2015	11/20/2015	38.03
							<b>38.03</b>
101-151.000-721.200	Other WAL-MART STORES, INC.	07208	Facial Tissue, Batteries, Tape	38220	11/12/2015	11/20/2015	12.33
							<b>12.33</b>
101-151.000-730.100	Professional MOSS, LEVY & HARTZHEIM///	6331	Audit Preparation 2014/15	38185	11/01/2015	11/20/2015	4,230.00
							<b>4,230.00</b>
101-151.000-730.200	Technical PRO RECORD STORAGE,	0016082	Document Storage 10/1-10/31/15	38198	11/02/2015	11/20/2015	60.95
							<b>60.95</b>
101-151.000-740.400	Rent PRO RECORD STORAGE,	0016082	Document Storage 10/1-10/31/15	38198	11/02/2015	11/20/2015	192.28
							<b>192.28</b>
101-151.000-750.400	Travel RAMIREZ/ROSA ///		Reimb. Payroll Administration	38201	11/04/2015	11/20/2015	73.91
							<b>73.91</b>
101-151.000-750.600	CA SOCIETY OF MUNICIPAL///	57899	2016 Membership/Rosa Ramirez	38139	11/02/2015	11/20/2015	110.00
							<b>110.00</b>
						<b>Total Dept. Finance:</b>	<b>5,647.17</b>
<b>Dept: 152.000 Utility Billing</b>							
101-152.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	514.04
							<b>514.04</b>
101-152.000-720.100	Office OFFICE SUPPLY COMPANY///		Calculator Ribbon, Post-Its	38190	11/11/2015	11/20/2015	38.03
							<b>38.03</b>
101-152.000-721.200	Other WAL-MART STORES, INC.	07208	Facial Tissue, Batteries, Tape	38220	11/12/2015	11/20/2015	12.32
							<b>12.32</b>
101-152.000-740.100	Repair & SHARP ELECTRONICS	10636022	Copier Maintenance/September	38209	11/01/2015	11/20/2015	102.80
							<b>102.80</b>
						<b>Total Dept. Utility Billing:</b>	<b>667.19</b>
<b>Dept: 153.000 Personnel</b>							
101-153.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	259.84
							<b>259.84</b>
101-153.000-730.100	Professional BURKE, WILLIAMS &	194514	Labor Relations, Emp Law Svcs	38138	11/06/2015	11/20/2015	997.50
							<b>997.50</b>
101-153.000-730.200	Technical DEPARTMENT OF JUSTICE/// FORENSIC DRUG TESTING/// PRO RECORD STORAGE,	130248 2015-23635 0016086	Fingerprint Applications Nov Maint Fee, DOT Testing Document Storage 10/1-10/31/15	38149 38158 38198	11/04/2015 11/10/2015 11/02/2015	11/20/2015 11/20/2015 11/20/2015	32.00 49.00 77.00

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							<b>158.00</b>
101-153.000-740.400	Rent PRO RECORD STORAGE,	0016086	Document Storage 10/1-10/31/15	38198	11/02/2015	11/20/2015	45.76
							<b>45.76</b>
						<b>Total Dept. Personnel:</b>	<b>1,461.10</b>
<b>Dept: 171.000 Planning</b>							
101-171.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	359.14
							<b>359.14</b>
						<b>Total Dept. Planning:</b>	<b>359.14</b>
<b>Dept: 181.000 Information</b>							
101-181.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	271.49
							<b>271.49</b>
						<b>Total Dept. Information technology:</b>	<b>271.49</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-720.800	Janitorial PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	38196	11/06/2015	11/20/2015	31.83
							<b>31.83</b>
101-191.000-721.200	Other IMPERIAL HARDWARE CO., SPARKLETTS///	417881/2 9689234	Cobweb Duster Water, Cooler Rentals Oct 2015	38169 38211	11/05/2015 11/01/2015	11/20/2015 11/20/2015	14.01 157.28
							<b>171.29</b>
101-191.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	1,391.99
							<b>1,391.99</b>
101-191.000-730.200	Technical PESTMASTER SERVICES/// PESTMASTER SERVICES/// PESTMASTER SERVICES/// PESTMASTER SERVICES///	1374986 1374985 1375092 1375091	Pest Control/Building Dept. Pest Control/Admin. Bldg Rodent Control/City Hall Pest Control/City Hall	38195 38195 38195 38195	11/05/2015 11/05/2015 11/09/2015 11/09/2015	11/20/2015 11/20/2015 11/20/2015 11/20/2015	30.00 35.00 85.00 35.00
							<b>185.00</b>
101-191.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN		Cleaning Services Cleaning Services Cleaning Services	38131 38131 38131	11/01/2015 11/09/2015 11/09/2015	11/20/2015 11/20/2015 11/20/2015	12.70 15.00 18.05
							<b>45.75</b>
101-191.000-740.400	Rent SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	26.75
							<b>26.75</b>
						<b>Total Dept. Non-departmental:</b>	<b>1,852.61</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-710.300	P E R S PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15 PERS 10/27/15-11/09/15	38199 38199	11/19/2015 11/19/2015	11/20/2015 11/20/2015	14,448.21 1,982.92
							<b>16,431.13</b>
101-211.000-720.100	Office						

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	STAPLES ADVANTAGE///		Envelopes	38213	11/01/2015	11/20/2015	80.67
	STAPLES ADVANTAGE///		Return Envelopes	38213	11/07/2015	11/20/2015	-80.67
	STAPLES ADVANTAGE///		Facial Tissue, Batteries, Pens	38213	11/01/2015	11/20/2015	357.75
	STAPLES ADVANTAGE///		Toner	38213	11/01/2015	11/20/2015	225.70
							<b>583.45</b>
101-211.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	3,623.81
							<b>3,623.81</b>
101-211.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		187 525 6200 1 10/8/15-11/6/15	38210	11/10/2015	11/20/2015	19.92
							<b>19.92</b>
101-211.000-725.400	Fuel						
	CHEVRON & TEXACO CARD	45854527	Fuel - Police Department	38145	11/05/2015	11/20/2015	257.96
	GOYAL ENTERPRISES///		Fuel For Motor Units/October	38161	11/01/2015	11/20/2015	30.25
	MCNEECE BROS OIL	831837	Fuel/Police Dept.	38181	11/01/2015	11/20/2015	6,327.28
							<b>6,615.49</b>
101-211.000-730.200	Technical						
	DEPARTMENT OF JUSTICE///	130248	Fingerprint Applications	38149	11/04/2015	11/20/2015	32.00
	MAD GRAPHIX, INC.///	4934	Install Vehicle Graphics	38180	11/05/2015	11/20/2015	75.00
	MEDTOX LABORATORIES,		Evidentiary Drug Analysis	38182	11/01/2015	11/20/2015	15.30
	PESTMASTER SERVICES///	1374939	Pest Control/Police Dept.	38195	11/04/2015	11/20/2015	35.00
	PIONEERS MEMORIAL		Evidence Gathering	38197	11/04/2015	11/20/2015	2,250.00
							<b>2,407.30</b>
101-211.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 10/1-10/31 P.D.	38142	11/01/2015	11/20/2015	89.71
	DESERT AIR CONDITIONING,	B28473	Repair A/C	38151	11/02/2015	11/20/2015	724.80
							<b>814.51</b>
101-211.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	38131	11/09/2015	11/20/2015	134.11
							<b>134.11</b>
101-211.000-750.510							
	ORANGE COUNTY SHERIFF'S		Field Training/Michael	38193	11/18/2015	11/20/2015	55.00
	SANDOVAL/MICHAEL//		Travel Adv./Field Training	38208	11/01/2015	11/20/2015	504.42
							<b>559.42</b>
							<b>Total Dept. Police Protection: 31,189.14</b>
<b>Dept: 211.300 Graffiti Abatement</b>							
101-211.300-721.200	Other						
	WAL-MART STORES, INC.	00731	Paint, Primer, Towels	38220	11/10/2015	11/20/2015	100.76
							<b>100.76</b>
101-211.300-725.400	Fuel						
	MCNEECE BROS OIL	831837	Fuel/Police Dept.	38181	11/01/2015	11/20/2015	75.42
							<b>75.42</b>
							<b>Total Dept. Graffiti Abatement: 176.18</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	6,965.57
							<b>6,965.57</b>
101-221.000-710.600	Tuition						
	YORK/MICHAEL L//		Tuition Reimb./Fire Protection	38223	11/13/2015	11/20/2015	500.00
							<b>500.00</b>

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101-221.000-721.200	Other LIFE-ASSIST, INC	729795	Medical Supplies F.D. #1	38179	11/01/2015	11/20/2015	163.01
							<u>163.01</u>
101-221.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	968.52
							<u>968.52</u>
						<b>Total Dept. Fire Department:</b>	<b>8,597.10</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	810.65
							<u>810.65</u>
						<b>Total Dept. Fire Station #2:</b>	<b>810.65</b>
<b>Dept: 231.000 Building Inspection</b>							
101-231.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	715.83
							<u>715.83</u>
101-231.000-720.100	Office OFFICE SUPPLY COMPANY/// OFFICE SUPPLY COMPANY///		Rubber Bands, Air Duster Copy Paper, Ink Roller	38190 38190	11/01/2015 11/01/2015	11/20/2015 11/20/2015	17.14 35.21
							<u>52.35</u>
101-231.000-721.200	Other IMPERIAL HARDWARE CO.,	417780/2	Dish Soap, Disinfective Spray	38169	11/04/2015	11/20/2015	12.14
							<u>12.14</u>
101-231.000-730.200	Technical IMPERIAL PRINTERS/// IMPERIAL PRINTERS///	86344 86533	Giant Copies/205 Main Street Scan to CD/283 Main Street	38171 38171	11/01/2015 11/01/2015	11/20/2015 11/20/2015	5.67 42.66
							<u>48.33</u>
101-231.000-740.100	Repair & SAN DIEGO COUNTY///		P.W. Radio System Fees/Oct.	38206	11/01/2015	11/20/2015	55.00
							<u>55.00</u>
						<b>Total Dept. Building Inspection:</b>	<b>883.65</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	119.54
							<u>119.54</u>
101-241.000-721.200	Other IMPERIAL HARDWARE CO.,	417515/2	Bleach, Trash Bags, Dish Soap	38169	11/02/2015	11/20/2015	71.64
							<u>71.64</u>
101-241.000-730.200	Technical IMPERIAL VALLEY HUMANE		Animal Control - November 2015	38173	11/04/2015	11/20/2015	5,000.00
							<u>5,000.00</u>
101-241.000-740.200	Cleaning ALSCO AMERICAN LINEN		Uniform Cleaning Services	38131	11/09/2015	11/20/2015	6.56
							<u>6.56</u>
						<b>Total Dept. Animal Control:</b>	<b>5,197.74</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	1,442.64

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							<b>1,442.64</b>
101-311.000-721.200	Other						
	ELMS EQUIPMENT///		Chain Loop	38154	11/03/2015	11/20/2015	45.99
	ELMS EQUIPMENT///		Air Filter	38154	11/03/2015	11/20/2015	12.45
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	304.83
							<b>363.27</b>
101-311.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	38131	11/09/2015	11/20/2015	26.12
							<b>26.12</b>
101-311.000-740.400	Rent						
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	19.50
							<b>19.50</b>
101-311.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/Oct.	38206	11/01/2015	11/20/2015	27.50
							<b>27.50</b>
<b>Total Dept. Engineering:</b>							<b>1,879.03</b>
<b>Dept: 411.000 Community</b>							
101-411.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	262.64
							<b>262.64</b>
101-411.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Rubber Bands, Air Duster	38190	11/01/2015	11/20/2015	17.14
	OFFICE SUPPLY COMPANY///		Copy Paper, Ink Roller	38190	11/01/2015	11/20/2015	35.20
							<b>52.34</b>
101-411.000-750.600							
	CREDIT BUREAU OF IMP.	3669	Bulletin Fees	38147	11/02/2015	11/20/2015	22.00
							<b>22.00</b>
<b>Total Dept. Community Development:</b>							<b>336.98</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	931.95
							<b>931.95</b>
101-511.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	418118/2	Timer, Cords	38169	11/06/2015	11/20/2015	36.87
							<b>36.87</b>
101-511.000-720.600	Plumbing						
	RDO WATER	J11884	Coupling, Adapter	38203	11/05/2015	11/20/2015	40.25
							<b>40.25</b>
101-511.000-721.110	Food and						
	JOHNNY'S NEIGHBORHOOD	2019411	Breakfast/Downtown Detail Crew	38177	11/01/2015	11/20/2015	22.36
	JOHNNY'S NEIGHBORHOOD	2020328	Breakfast/Downtown Detail Crew	38177	11/01/2015	11/20/2015	16.36
							<b>38.72</b>
101-511.000-721.200	Other						

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	IMPERIAL HARDWARE CO.,	418491/2	Windex, Paper Towels	38169	11/10/2015	11/20/2015	7.19
	IMPERIAL HARDWARE CO.,	418514/2	Snap Link, Screws	38169	11/10/2015	11/20/2015	21.98
	IMPERIAL HARDWARE CO.,	418715/2	Extension Cord, Tent Stakes	38169	11/11/2015	11/20/2015	119.53
	IMPERIAL HARDWARE CO.,	418410/2	Washes, Bolts, Nuts	38169	11/09/2015	11/20/2015	11.88
	IMPERIAL HARDWARE CO.,	418462/2	Marking Lime	38169	11/10/2015	11/20/2015	241.36
	IMPERIAL HARDWARE CO.,	418488/2	Rust Remover, Spray Bottle	38169	11/10/2015	11/20/2015	28.81
	IMPERIAL HARDWARE CO.,	417896/2	Brush, Masking Tape, Sponge	38169	11/05/2015	11/20/2015	31.56
	IMPERIAL HARDWARE CO.,	417916/2	Nails, Chain, Snap Link	38169	11/05/2015	11/20/2015	20.66
	IMPERIAL HARDWARE CO.,	417694/2	Paint, Roller Kit	38169	11/05/2015	11/20/2015	27.73
	IMPERIAL HARDWARE CO.,	418084/2	Roller Covers, Paint	38169	11/06/2015	11/20/2015	21.81
	IMPERIAL HARDWARE CO.,	417768/2	Clamps	38169	11/04/2015	11/20/2015	6.75
	IMPERIAL HARDWARE CO.,	417771/2	Hooks	38169	11/04/2015	11/20/2015	18.27
	IMPERIAL HARDWARE CO.,	417779/2	Concrete Caulk	38169	11/04/2015	11/20/2015	9.77
	IMPERIAL HARDWARE CO.,	417802/2	Trowel, Concrete Caulk	38169	11/04/2015	11/20/2015	44.95
	IMPERIAL HARDWARE CO.,	417823/2	Paint, Trim Covers	38169	11/04/2015	11/20/2015	49.80
	IMPERIAL TRUSS & LUMBER	B6677	Lumber	38172	11/09/2015	11/20/2015	163.45
	R.J. SAFETY SUPPLY CO.,	350796-1	Gloves	38200	11/01/2015	11/20/2015	129.60
							<b>955.10</b>
101-511.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	4,531.18
							<b>4,531.18</b>
101-511.000-730.200	Technical						
	ROTO ROOTER///	128277	Flush System/Cattle Call	38204	11/01/2015	11/20/2015	475.00
							<b>475.00</b>
							<b>Total Dept. Parks: 7,009.07</b>
<b>Dept: 521.000</b>	<b>Recreation &amp; Lions</b>						
101-521.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	375.91
							<b>375.91</b>
101-521.000-720.100	Office						
	STAPLES ADVANTAGE///		Pens, Gloss Paper	38213	11/01/2015	11/20/2015	67.14
							<b>67.14</b>
101-521.000-720.300	Chemicals						
	BRENNTAG PACIFIC INC.///	BPI571723	Hydrochloric Acid	38136	11/01/2015	11/20/2015	1,015.00
							<b>1,015.00</b>
101-521.000-720.800	Janitorial						
	WAXIE SANITARY SUPPLY///	75590763	Janitorial Supplies	38221	11/01/2015	11/20/2015	623.57
	WAXIE SANITARY SUPPLY///	75590762	Janitorial Supplies	38221	11/01/2015	11/20/2015	459.39
							<b>1,082.96</b>
101-521.000-721.200	Other						
	CARROT-TOP INDUSTRIES,	28310000	Flags	38143	11/03/2015	11/20/2015	490.58
	CARROT-TOP INDUSTRIES,	28323400	Flags	38143	11/04/2015	11/20/2015	270.91
	IMPERIAL HARDWARE CO.,	418459/2	Spray Bottle, Toilet Brush	38169	11/10/2015	11/20/2015	157.32
	LESLIE'S POOL SUPPLIES,	652-116469	Epoxy Putty, Chrome Plated	38178	11/06/2015	11/20/2015	163.04
	R.J. SAFETY SUPPLY CO.,	339015-1	Cold Packs	38200	11/01/2015	11/20/2015	79.80
	R.J. SAFETY SUPPLY CO.,	350920-1	Gloves	38200	11/01/2015	11/20/2015	86.29
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	20.38
							<b>1,268.32</b>
101-521.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	4,721.73
							<b>4,721.73</b>
101-521.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS		187 425 2700 7 10/7/15-11/4/15	38210	11/06/2015	11/20/2015	89.07

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							<b>89.07</b>
101-521.000-730.200	Technical						
	BROADCAST MUSIC, INC.///	27120788	Music License Agreement	38137	11/02/2015	11/20/2015	335.00
	JADE SECURITY SYSTEMS,	0113982	Alarm Monitoring/Teen Center	38176	11/10/2015	11/20/2015	80.97
							<b>415.97</b>
101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	38131	11/09/2015	11/20/2015	28.49
							<b>28.49</b>
101-521.000-740.400	Rent						
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	9.75
							<b>9.75</b>
101-521.000-750.300	Advertising &						
	IMPERIAL VALLEY PRESS///	10859463	Ad/Anti-Bullying	38174	11/01/2015	11/20/2015	85.00
							<b>85.00</b>
<b>Total Dept. Recreation &amp; Lions Center:</b>							<b>9,159.34</b>
<b>Dept: 521.100 Recreation Leagues</b>							
101-521.100-721.100	Uniforms						
	AMERICAN SOCCER CO.,	6380998	Soccer Jersey	38132	11/01/2015	11/20/2015	29.68
							<b>29.68</b>
101-521.100-730.200	Technical						
	CAMPAS/SERGIO//		Soccer Referee 11/5, 11/10,	38140	11/13/2015	11/20/2015	102.00
	CAMPISTA/JONATHAN//		Soccer Referee 11/5, 11/10,	38141	11/13/2015	11/20/2015	39.00
	CELIS/OMAR//		Soccer Referee 11/5, 11/10,	38144	11/13/2015	11/20/2015	39.00
	CORTEZ/ALONDRA//		Soccer Referee 11/5, 11/10,	38146	11/13/2015	11/20/2015	39.00
	GONZALEZ/CARLOS//		Soccer Referee, Setup/Takedown	38160	11/13/2015	11/20/2015	108.00
	GUZMAN/STEVEN//		Soccer Referee 11/5, 11/10,	38163	11/13/2015	11/20/2015	39.00
	MOLINA/ALEX//		Soccer Referee 11/5, 11/10,	38183	11/13/2015	11/20/2015	39.00
	MONTES/CARLOS//		Soccer Referee 11/5, 11/10,	38184	11/13/2015	11/20/2015	39.00
	PADILLA/EDEN//		Soccer Referee 11/5, 11/10,	38194	11/13/2015	11/20/2015	39.00
	RUIZ/ALAN//		Soccer Referee 11/5, 11/10,	38205	11/13/2015	11/20/2015	78.00
							<b>561.00</b>
<b>Total Dept. Recreation Leagues:</b>							<b>590.68</b>
<b>Dept: 522.000 Senior Citizens</b>							
101-522.000-720.800	Janitorial						
	WAXIE SANITARY SUPPLY///		Return Janitorial Supplies	38221	06/30/2015	11/20/2015	-183.60
							<b>-183.60</b>
101-522.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	504.98
							<b>504.98</b>
<b>Total Dept. Senior Citizens Center:</b>							<b>321.38</b>
<b>Dept: 551.000 Library</b>							
101-551.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	761.33
							<b>761.33</b>
101-551.000-721.200	Other						
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	31.23
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	15.13
							<b>46.36</b>
101-551.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	937.20

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							<u>937.20</u>
101-551.000-740.400	Rent SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	14.75
							<u>14.75</u>
<b>Total Dept. Library:</b>							<b>1,759.64</b>
<b>Dept: 551.100 Library Grant -</b>							
101-551.100-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	314.47
							<u>314.47</u>
101-551.100-740.400	Rent SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	8.50
							<u>8.50</u>
<b>Total Dept. Library Grant - LAMBS:</b>							<b>322.97</b>
<b>Total Fund General Fund:</b>							<b>85,190.34</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	614.74
							<u>614.74</u>
211-312.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	265.97
							<u>265.97</u>
<b>Total Dept. Street Maintenance &amp;</b>							<b>880.71</b>
<b>Total Fund Gas Tax:</b>							<b>880.71</b>
<b>Fund: 213 SB 821 - Ped. &amp; Bic.</b>							
<b>Dept: 313.000 Bicycle &amp;</b>							
213-313.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	174.75
							<u>174.75</u>
<b>Total Dept. Bicycle &amp; Pedestrian Fac.:</b>							<b>174.75</b>
<b>Total Fund SB 821 - Ped. &amp;</b>							<b>174.75</b>
<b>Fund: 215 Measure D - Sales Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
215-312.000-730.200	Technical ALLIED WASTE SERVICES		Street Sweeping 10/1-10/31/15	38129	11/01/2015	11/20/2015	17,272.00
							<u>17,272.00</u>
<b>Total Dept. Street Maintenance &amp;</b>							<b>17,272.00</b>
<b>Total Fund Measure D -</b>							<b>17,272.00</b>
<b>Fund: 241 Bernardo Padilla</b>							
<b>Dept: 511.100 Parks, Landscape &amp;</b>							
241-511.100-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	26.05
							<u>26.05</u>
<b>Total Dept. Parks, Landscape &amp;</b>							<b>26.05</b>

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<b>Total Fund Bernardo</b>							<b>26.05</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water						
	BANALES/ERMINIA//		Refund Deposit 1154 Welcome St	38135	11/12/2015	11/20/2015	6.70
	CRUMBS PIZZERIA		Refund Deposit 996 G Street	38148	11/05/2015	11/20/2015	223.88
	GADDIS/MARK//		Refund Deposit 319 S Eastern	38159	11/06/2015	11/20/2015	103.62
	SANDERS/LEONARD OR		Refund Deposit 201 W Jones St	38207	11/09/2015	11/20/2015	38.13
	VELASQUEZ/IGNACIO//		Refund Deposit 1118 Alamo St	38218	11/06/2015	11/20/2015	102.92
<b>Total Dept. 000000:</b>							<b>475.25</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	1,399.95
<b>Total Dept. 321.000:</b>							<b>1,399.95</b>
501-321.000-720.600	Plumbing						
	RDO WATER	J11896	Coupling	38203	11/05/2015	11/20/2015	8.78
<b>Total Dept. 321.000:</b>							<b>8.78</b>
501-321.000-721.100	Uniforms						
	FAIR STORE/THE//	3960	Safety Boots/M. Valenzuela	38157	11/04/2015	11/20/2015	150.00
<b>Total Dept. 321.000:</b>							<b>150.00</b>
501-321.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	416773/2	Jug, Gloves	38169	11/01/2015	11/20/2015	25.32
	IMPERIAL HARDWARE CO.,	417875/2	Air Freshener	38169	11/05/2015	11/20/2015	11.43
	IMPERIAL HARDWARE CO.,	417929/2	Washers, Photo Control	38169	11/05/2015	11/20/2015	24.87
	IMPERIAL HARDWARE CO.,	417943/2	Bleach, Brush, Nozzle	38169	11/05/2015	11/20/2015	34.26
	R.J. SAFETY SUPPLY CO.,	350907-1	Gloves, Safety Glasses	38200	11/01/2015	11/20/2015	34.02
	R.J. SAFETY SUPPLY CO.,	351072-1	Fruit Punch, Gloves	38200	11/01/2015	11/20/2015	52.92
	SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	43.03
<b>Total Dept. 321.000:</b>							<b>225.85</b>
501-321.000-730.200	Technical						
	DYNALECTRIC///	8151162-01	Rewire PLC Program	38152	11/01/2015	11/20/2015	500.00
	ORANGE COMMERCIAL	7743	Microbiology Analysis	38192	11/01/2015	11/20/2015	193.00
	ORANGE COMMERCIAL	7752	Trihalomethanes Analysis	38192	11/01/2015	11/20/2015	1,645.00
	ORANGE COMMERCIAL	7755	Microbiology Analysis	38192	11/01/2015	11/20/2015	193.00
<b>Total Dept. 321.000:</b>							<b>2,531.00</b>
501-321.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/Oct.	38206	11/01/2015	11/20/2015	27.50
<b>Total Dept. 321.000:</b>							<b>27.50</b>
501-321.000-750.500	Training						
	WESTERN GROWERS		Safety & Loss Control Fees	38222	11/01/2015	11/20/2015	1,322.50
<b>Total Dept. 321.000:</b>							<b>1,322.50</b>
<b>Total Dept. Water Treatment:</b>							
<b>Total Dept. Water Treatment:</b>							<b>5,665.58</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	848.73
<b>Total Dept. 322.000:</b>							<b>848.73</b>
501-322.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	418064/2	Batteries	38169	11/06/2015	11/20/2015	18.14
	R.J. SAFETY SUPPLY CO.,	351290-1	Safety Vest	38200	11/04/2015	11/20/2015	37.26

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							<b>55.40</b>
501-322.000-721.900	Small tools & R.J. SAFETY SUPPLY CO.,	351278-1	Canopy, Safety Hat Shades	38200	11/03/2015	11/20/2015	195.73
							<b>195.73</b>
501-322.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	14,236.43
	IMPERIAL IRRIGATION		Power Bills 9/28/15-10/27/15	38170	11/02/2015	11/20/2015	5,743.85
							<b>19,980.28</b>
501-322.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Oct.	38206	11/01/2015	11/20/2015	27.50
							<b>27.50</b>
501-322.000-750.400	Travel EAN SERVICES, LLC///		Vehicle Rental/Robert Limon	38153	11/01/2015	11/20/2015	75.87
	EAN SERVICES, LLC///		Vehicle Rental/Pablo Lopez	38153	11/01/2015	11/20/2015	37.93
	EAN SERVICES, LLC///	288P3C	Vehicle Rental/Pablo Lopez	38153	11/01/2015	11/20/2015	63.16
							<b>176.96</b>
<b>Total Dept. Water Distribution:</b>							<b>21,284.60</b>
<b>Total Fund Water:</b>							<b>27,425.43</b>
 <b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-440.730	Sewer NAVARRO/JOSE//		Refund Ovrpmt 1080 C Street	38186	11/06/2015	11/20/2015	15.73
							<b>15.73</b>
511-331.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	333.48
							<b>333.48</b>
511-331.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	462.30
							<b>462.30</b>
511-331.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Oct.	38206	11/01/2015	11/20/2015	27.50
							<b>27.50</b>
511-331.000-750.400	Travel EAN SERVICES, LLC///		Vehicle Rental/Mark Limon	38153	11/01/2015	11/20/2015	151.73
	EAN SERVICES, LLC///		Vehicle Rental/Robert Limon	38153	11/01/2015	11/20/2015	75.86
	EAN SERVICES, LLC///		Vehicle Rental/Pablo Lopez	38153	11/01/2015	11/20/2015	37.93
	EAN SERVICES, LLC///	288P3C	Vehicle Rental/Pablo Lopez	38153	11/01/2015	11/20/2015	63.15
							<b>328.67</b>
511-331.000-750.650	Taxes, Fees, SWRCB FEES///		NPDES Annual Fee	38214	11/02/2015	11/20/2015	10,000.00
	SWRCB FEES///		WDR Annual Permit Fee	38214	11/02/2015	11/20/2015	2,088.00
							<b>12,088.00</b>
<b>Total Dept. Wastewater Collection:</b>							<b>13,255.68</b>
 <b>Dept: 332.000 Wastewater</b>							
511-332.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	1,284.39
							<b>1,284.39</b>
<b>48</b>							
511-332.000-720.300	Chemicals USA BLUEBOOK, INC///	782820	Nitrogen	38217	11/01/2015	11/20/2015	142.31

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							<b>142.31</b>
511-332.000-720.600	Plumbing HD SUPPLY WATERWORKS,	E712306	Bolt & Nut Kit, Gasket	38164	11/01/2015	11/20/2015	26.29
							<b>26.29</b>
511-332.000-721.100	Uniforms FAIR STORE/THE//	3962	Safety Boots/David Arvizu	38157	11/10/2015	11/20/2015	150.00
							<b>150.00</b>
511-332.000-721.200	Other HUBER TECHNOLOGY, INC./// SPARKLETTS///		Pack Bag	38165	11/01/2015	11/20/2015	538.92
		9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	149.83
							<b>688.75</b>
511-332.000-725.200	Electricity IMPERIAL IRRIGATION IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	2,844.11
			Power Bills 9/28/15-10/27/15	38170	11/02/2015	11/20/2015	36,600.57
							<b>39,444.68</b>
511-332.000-730.200	Technical DESERT AIR CONDITIONING, ORANGE COMMERCIAL ORANGE COMMERCIAL ORANGE COMMERCIAL VWR INTERNATIONAL LLC/// VWR INTERNATIONAL LLC///	B28282 7742 7754 7766	Install Extractor Microbiology Analysis Microbiology Analysis Microbiology Analysis	38151 38192 38192 38192	11/01/2015 11/01/2015 11/01/2015 11/02/2015	11/20/2015 11/20/2015 11/20/2015 11/20/2015	2,500.00 903.00 903.00 903.00
			Pipette Calibration	38219	11/01/2015	11/20/2015	60.00
			Pipette Calibration	38219	11/01/2015	11/20/2015	118.50
							<b>5,387.50</b>
511-332.000-740.200	Cleaning ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN ALSCO AMERICAN LINEN		Cleaning Services	38131	11/09/2015	11/20/2015	101.62
			Cleaning Services	38131	11/02/2015	11/20/2015	101.62
			Cleaning Services	38131	11/01/2015	11/20/2015	101.62
							<b>304.86</b>
511-332.000-740.400	Rent SPARKLETTS///	9689234	Water, Cooler Rentals Oct 2015	38211	11/01/2015	11/20/2015	15.75
							<b>15.75</b>
511-332.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Oct.	38206	11/01/2015	11/20/2015	27.50
							<b>27.50</b>
511-332.000-750.400	Travel EAN SERVICES, LLC///		Vehicle Rental/G. Rodriguez	38153	11/01/2015	11/20/2015	151.73
							<b>151.73</b>
511-332.000-750.650	Taxes, Fees, SWRCB FEES/// SWRCB FEES///		NPDES Annual Fee	38214	11/02/2015	11/20/2015	-287.00
			NPDES Annual Fee	38214	11/02/2015	11/20/2015	23,938.00
							<b>23,651.00</b>
<b>Total Dept. Wastewater treatment:</b>							<b>71,274.76</b>
<b>Total Fund Wastewater:</b>							<b>84,530.44</b>
<b>Fund: 521 Solid Waste</b>							
<b>Dept: 341.000 Solid Waste</b>							
521-341.000-440.740	Solid waste NAVARRO/JOSE//		Refund Ovrpmt 1080 C Street	38186	11/06/2015	11/20/2015	20.59
							<b>20.59</b>
<b>Total Dept. Solid Waste Collection:</b>							<b>20.59</b>

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<b>Total Fund Solid Waste:</b>							<b>20.59</b>
<b>Fund: 531 Airport</b>							
<b>Dept: 351.000 Airport</b>							
531-351.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	717.46
	IMPERIAL IRRIGATION		Power Bills 9/28/15-10/27/15	38170	11/02/2015	11/20/2015	12.83
							<b>730.29</b>
<b>Total Dept. Airport:</b>							<b>730.29</b>
<b>Total Fund Airport:</b>							<b>730.29</b>
<b>Fund: 601 Maintenance</b>							
<b>Dept: 801.000 Vehicle</b>							
601-801.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	504.97
							<b>504.97</b>
601-801.000-720.100	Office						
	OFFICE DEPOT, INC.///		Copy Paper, Tape	38189	11/03/2015	11/20/2015	197.60
							<b>197.60</b>
601-801.000-720.400	Automotive						
	AUTO ZONE, INC. #2804///		Blower Motor #907 P.D.	38134	11/05/2015	11/20/2015	43.65
	EMPIRE SOUTHWEST LLC///		Urethane Wheels #45 Streets	38155	11/01/2015	11/20/2015	112.45
	HYDRAULICS & BEARING	46566	Clamp/LAMBS Bus	38166	11/04/2015	11/20/2015	50.00
	IMPERIAL VALLEY TRUCK &	23053405	Air Press Valve #3913 F.D.	38175	11/03/2015	11/20/2015	76.14
	NORTHEND AUTOPARTS,	543595	Beacon Light #55 Shop	38187	11/05/2015	11/20/2015	71.44
	NORTHEND AUTOPARTS,	543863	Oil Filters/Shop	38187	11/09/2015	11/20/2015	49.64
	O'REILLY AUTO PARTS///		Heater Hose/LAMBS Bus	38188	11/04/2015	11/20/2015	217.91
	O'REILLY AUTO PARTS///		Relay #221 Streets	38188	11/06/2015	11/20/2015	17.53
	RDO EQUIPMENT CO.///	P01717	Cap #89 Parks	38202	11/09/2015	11/20/2015	12.59
	RDO EQUIPMENT CO.///	P01718	Mower Deck	38202	11/09/2015	11/20/2015	2,767.00
	TORRENCE'S FARM	C14689	Arm #65 Parks	38215	11/06/2015	11/20/2015	335.82
							<b>3,754.17</b>
601-801.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	416788/2	Return Outlet	38169	11/01/2015	11/20/2015	-15.35
	IMPERIAL HARDWARE CO.,	416789/2	Outlet	38169	11/01/2015	11/20/2015	15.35
	NORTHEND AUTOPARTS,	543872	Batteries #11 Streets	38187	11/09/2015	11/20/2015	370.85
							<b>370.85</b>
601-801.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	417505/2	Assortment Letters	38169	11/02/2015	11/20/2015	6.21
	R.J. SAFETY SUPPLY CO.,	350685-3	Triangles	38200	11/01/2015	11/20/2015	48.60
	ZEP MANUFACTURING CO,		Towels/Shop	38224	11/01/2015	11/20/2015	191.44
							<b>246.25</b>
601-801.000-721.900	Small tools &						
	ANSIEL/GARY//		Brake Retainer Spring Tools	38133	11/06/2015	11/20/2015	166.05
							<b>166.05</b>
601-801.000-740.100	Repair &						
	OK RUBBER TIRES///	46760	Tires #73 WWTP	38191	11/01/2015	11/20/2015	737.67
							<b>737.67</b>
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	38131	11/09/2015	11/20/2015	34.08
	ALSCO AMERICAN LINEN		Cleaning Services	38131	11/09/2015	11/20/2015	32.51
							<b>66.59</b>

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
601-801.000-750.500	Training NORTHEND AUTOPARTS,	543868	HD Clinic/Steven Garcia	38187	11/09/2015	11/20/2015	25.00
							<u>25.00</u>
601-801.000-750.650	Taxes, Fees, DEPT OF TOXIC		Hazardous Waste Fees	38150	11/10/2015	11/20/2015	200.00
							<u>200.00</u>
							<b>Total Dept. Vehicle Maintenance Shop: 6,269.15</b>
<b>Dept: 802.000 Grounds &amp; Facility</b>							
601-802.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 9/29/15-10/27/15	38170	11/01/2015	11/20/2015	69.83
							<u>69.83</u>
							<b>Total Dept. Grounds &amp; Facility 69.83</b>
							<b>Total Fund Maintenance: 6,338.98</b>
<b>Fund: 602 Risk Management</b>							
<b>Dept: 812.000 Unemployment</b>							
602-812.000-750.110	Claims EMPLOYMENT		2015 3rd Qtr Unemployment	38156	11/01/2015	11/20/2015	21,198.00
							<u>21,198.00</u>
							<b>Total Dept. Unemployment: 21,198.00</b>
							<b>Total Fund Risk 21,198.00</b>
<b>Fund: 802 Payroll Clearing</b>							
<b>Dept: 000.000</b>							
802-000.000-200.008	Retirement PUBLIC EMPLOYEES		PERS 10/27/15-11/09/15	38199	11/19/2015	11/20/2015	24,114.58
							<u>24,114.58</u>
							<b>Total Dept. 000000: 24,114.58</b>
							<b>Total Fund Payroll 24,114.58</b>
							<b>Grand Total: 267,902.16</b>

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
38225	11/24/2015	Printed	A242	A T & T	Telephone Services 11/7-12/6	85.48
38226	11/24/2015	Printed	A645	ALLIANT INSURANCE SERVICES	Special Event Insurance	2,034.00
38227	11/24/2015	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	225.36
38228	11/24/2015	Printed	P765	AMALGAMATED ENTERPRISES LL	Storage Unit Rental B209 - Nov	95.00
38229	11/24/2015	Printed	A802	AMERICAN PUBLIC WORKS ASSOC	ASCE/APWA 11/18/15	135.00
38230	11/24/2015	Printed	A461	AT&T-CALNET 2	Telephone Services 10/3-11/2	1,168.32
38231	11/24/2015	Printed	A784	AT&T	Telephone Services/Teen Center	118.40
38232	11/24/2015	Printed	A592	AUTO ZONE, INC. #2804	Towels	7.37
38233	11/24/2015	Printed	B251	BAKER & TAYLOR, INC.	Books	47.26
38234	11/24/2015	Printed	B417	ALMA BENAVIDES	Travel Adv./Law & Election	439.05
38235	11/24/2015	Printed	B230	BLACKSTONE AUDIO, INC	Books On CD	50.00
38236	11/24/2015	Printed	B971	SHIRLEY BONILLAS	Reimb. Claus Costume	114.98
38237	11/24/2015	Printed	B269	BRAWLEY TRACTOR PARTS	Capscrew, Washers #85 Parks	51.54
38238	11/24/2015	Printed	B411	BSN SPORTS	Basketballs	847.15
38239	11/24/2015	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Dec. 2015 Medical Insurance	86,562.72
38240	11/24/2015	Printed	C251	SERGIO CAMPAS	Soccer Referee 11/17/15	34.00
38241	11/24/2015	Printed	C052	JONATHAN CAMPISTA	Soccer Referee 11/17, 11/19	26.00
38242	11/24/2015	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Lease	515.44
38243	11/24/2015	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint. 10/1-10/31 P.D.	102.97
38244	11/24/2015	Printed	C477	OMAR CELIS	Soccer Referee 11/17/15	13.00
38245	11/24/2015	Printed	C096	MARIBEL CHAVEZ	Refund Deposit 326 Allen St	169.72
38246	11/24/2015	Printed	C476	ALONDRA CORTEZ	Soccer Referee 11/17/15	13.00
38247	11/24/2015	Printed	D575	D & H BODY SHOP INC.	Paint Hood #205 Streets	440.55
38248	11/24/2015	Printed	D145	DELANEY EDUCATIONAL ENTERPRISE	87 Books	3,420.28
38249	11/24/2015	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	603.00
38250	11/24/2015	Printed	D123	DESERT AIR CONDITIONING, IN	Repair A/C	252.00
38251	11/24/2015	Printed	D643	DESERT PAINTS	Paint - City Hall/Library	1,942.80
38252	11/24/2015	Printed	D178	DIRECTV	Acct# 041023715 10/26-11/25	261.78
38253	11/24/2015	Printed	E687	ELIAS & MAYRA ECHEVERRIA	Refund Deposit 960 Gutierrez	65.79
38254	11/24/2015	Printed	E174	JO ANN ESPINOZA-BREEZE	Spanish Interpreter 9/15,	500.00
38255	11/24/2015	Printed	F358	THE FAIR STORE	Safety Boots/Pablo Lopez	150.00
38256	11/24/2015	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - Police Dept.	100.33
38257	11/24/2015	Printed	F266	FIRE ETC., INC.	Pants, Boots, Goggles	468.72
38258	11/24/2015	Printed	F737	FORENSIC DRUG TESTING	Oct. Maint Fee, DOT Testing	327.50
38259	11/24/2015	Printed	G994	GALE-CENGAGE LEARNING	Crime Scene Plan Books	416.17
38260	11/24/2015	Printed	G772	GOLDEN WEST COLLEGE	Subscription Legal Updates	800.00
38261	11/24/2015	Printed	G088	ANDREW & SYLVIA GONZALEZ	Refund Deposit 663 N 5th St.	128.97
38262	11/24/2015	Printed	G296	CARLOS GONZALEZ	Soccer Referee, Setup/Takedown	72.00
38263	11/24/2015	Printed	G309	STEVEN GUZMAN	Soccer Referee 11/17, 11/19	26.00
38264	11/24/2015	Printed	H182	HACH COMPANY, INC.	Probe, Reagent	461.82
38265	11/24/2015	Printed	H425	JACK B HART JR	Refund Ovrpmt 176 W C Street	5.58
38266	11/24/2015	Printed	H158	HD SUPPLY WATERWORKS, LTD.	Copper Fittings	1,382.87
38267	11/24/2015	Printed	H100	GEORGE HEREDIA	Tennis Instructor 10/9-11/13	748.00
38268	11/24/2015	Printed	H233	JOY HOVLEY	Refund Dep, Ovrpmt 368 I St.	192.43
38269	11/24/2015	Printed	I102	I. I. D.	Canal Water Mansfield/3056449	10,640.00
38270	11/24/2015	Printed	I352	I. V. FIRE CHIEF'S ASSOCIATION	Membership Dues/C. Peraza	100.00
38271	11/24/2015	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #2	38.00
38272	11/24/2015	Void	11/24/2015		Void Check	0.00
38273	11/24/2015	Void	11/24/2015		Void Check	0.00
38274	11/24/2015	Printed	I301	IMPERIAL HARDWARE CO., INC.	Wire Brush	1,022.02
38275	11/24/2015	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Street Lights 10/7/15-11/4/15	10,310.80
38276	11/24/2015	Printed	I443	IMPERIAL PRINTERS	EMS Reports	90.87
38277	11/24/2015	Printed	I432	IMPERIAL VALLEY COLLEGE	Work Study Students	81.22
38278	11/24/2015	Printed	J916	JACK BROS, INC	Refund Dep, Ovrpmt 4696 N Hwy	246.54

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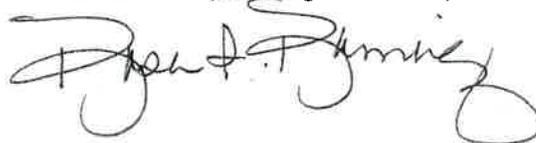
City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
38279	11/24/2015	Printed	J490	JOHNNY'S NEIGHBORHOOD MARKE	Lunch/Council Meeting	120.40
38280	11/24/2015	Printed	K797	KEARNY MESA AUTOMOTIVE CO.	Protector Cap #205 Streets	133.11
38281	11/24/2015	Printed	L659	LIFE-ASSIST, INC	Medical Supplies F.D. #1	112.56
38282	11/24/2015	Printed	L425	THE LIGHTHOUSE, INC.	LED Cable #222 Streets	294.53
38283	11/24/2015	Printed	M396	ROSEMARY E MARQUEZ	Refund Ovrpmt 966 J Street	0.69
38284	11/24/2015	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Parks & Rec Dept.	1,040.10
38285	11/24/2015	Printed	M547	ALEX MOLINA	Soccer Referee 11/17/15	13.00
38286	11/24/2015	Printed	M546	CARLOS MONTES	Soccer Referee 11/17/15	13.00
38287	11/24/2015	Printed	M818	DAVID MONTES	Refund Deposit 174 W B Street	105.90
38288	11/24/2015	Printed	N551	ERIKA NORIEGA	Reimb. Mileage 11/13/15 LAMBS	20.70
38289	11/24/2015	Printed	O233	O'REILLY AUTO PARTS	Window Regulator #907 P.D.	279.98
38290	11/24/2015	Printed	O793	OFFICE SUPPLY COMPANY	Tape, Post-Its, Moisteners	465.73
38291	11/24/2015	Printed	O901	ORANGE COMMERCIAL CREDIT	Carbon Analysis	1,263.00
38292	11/24/2015	Printed	P707	EDEN PADILLA	Soccer Referee 11/17/15	13.00
38293	11/24/2015	Printed	P110	PESTMASTER SERVICES	Pest & Rodent Control/Library	100.00
38294	11/24/2015	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	181.33
38295	11/24/2015	Printed	P340	PROTECTION ONE ALARM	Alarm Monitoring 11/1-11/30/15	80.20
38296	11/24/2015	Printed	Q376	QUILL CORPORATION	Folders	51.81
38297	11/24/2015	Printed	R651	R.J. SAFETY SUPPLY CO., INC	First Aid Kits	101.40
38298	11/24/2015	Printed	R753	RDJ SPECIALTIES, INC.	Badge Stickers	572.19
38299	11/24/2015	Printed	R163	RDO EQUIPMENT CO.	Bearings, Seals #85 Parks	442.55
38300	11/24/2015	Printed	R177	RDO WATER	Trap Gopher	148.01
38301	11/24/2015	Printed	R462	REDDY ICE, CORPORATION	Ice	110.30
38302	11/24/2015	Printed	R097	FRANCISCO RENDON	Refund Deposit 654 N Adams	91.34
38303	11/24/2015	Printed	R007	RYAN ROTHFLEISCH	Refund Ovrpmt 507 Willard Ave	140.76
38304	11/24/2015	Printed	R087	ALAN RUIZ	Soccer Referee 11/17, 11/19	52.00
38305	11/24/2015	Printed	S007	SIGMA-ALDRICH, INC.	Proficiency Test Material	68.55
38306	11/24/2015	Printed	S885	SIRCHIE FINGERPRINT LABORATORI	Integrity Bags, Swab Kit	408.71
38307	11/24/2015	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	088 557 5439 9 10/5/15-11/2/15	67.53
38308	11/24/2015	Printed	S709	STATE WA RESOURCES CONTROL BD	Grade D1 Renewal/R. Rosales	70.00
38309	11/24/2015	Printed	S140	GLORIA SUMAYA	Reimb Mileage 11/3-11/5 LAMBS	85.10
38310	11/24/2015	Printed	T241	TRES AMIGOS TREE SERVICE	Tree Trimming/Cattle Call Park	1,662.50
38311	11/24/2015	Printed	T452	TUCKER TOWING	Towing Service #211 Parks	80.00
38312	11/24/2015	Printed	U167	UNDERGROUND SERVICE ALERT, INC	Dig Alerts/October 2015	49.50
38313	11/24/2015	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	4,319.59
38314	11/24/2015	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorite	4,858.83
38315	11/24/2015	Printed	V335	V & V MANUFACTURING INC.	Name Plates	301.92
38316	11/24/2015	Printed	V230	CYNTHIA VANDIVER	Refund Dep, Ovrpmt 230 RIWO	240.02
38317	11/24/2015	Printed	W778	W BAR C CONSTRUCTION	Troubleshooting Receptacles	151.59
38318	11/24/2015	Printed	W221	WAL-MART STORES, INC. #01-1555	Tape, Garage Sale Sign	626.40
38319	11/24/2015	Printed	W551	WESTERN GROWERS INSURANCE SVCS	Safety & Loss Control Fees	4,496.50
38320	11/24/2015	Printed	Z032	ZOLL MEDICAL CORPORATION	Electrodes	191.16

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Checks Total (excluding void checks):

151,777.29



**WRAPUP A/P CHECKS**

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City of Brawley

<b>JE#</b>	<b>Posting Date</b>	<b>Description</b>	<b>GL Number</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
379	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			511-000.000-202.000	2,851.55	
			511-000.000-001.000		2,851.55
380	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			501-000.000-202.000	22,753.27	
			501-000.000-001.000		22,753.27
381	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			602-000.000-202.000	88,596.72	
			602-000.000-001.000		88,596.72
382	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			101-000.000-202.000	18,532.72	
			101-000.000-001.000		18,532.72
383	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			601-000.000-202.000	5,081.57	
			601-000.000-001.000		5,081.57
384	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			451-000.000-202.000	3,467.54	
			451-000.000-001.000		3,467.54
385	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			521-000.000-202.000	24.29	
			521-000.000-001.000		24.29
386	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			212-000.000-202.000	42.14	
			212-000.000-001.000		42.14
387	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			211-000.000-202.000	9,471.50	
			211-000.000-001.000		9,471.50
388	11/24/2015	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			241-000.000-202.000	138.37	
			241-000.000-001.000		138.37

**WRAPUP A/P CHECKS**

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City of Brawley

<b>JE#</b>	<b>Posting Date</b>	<b>Description</b>	<b>GL Number</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
<b>389</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			243-000.000-202.000	122.64	
			243-000.000-001.000		122.64
<b>390</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			244-000.000-202.000	130.82	
			244-000.000-001.000		130.82
<b>391</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			245-000.000-202.000	318.87	
			245-000.000-001.000		318.87
<b>392</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			246-000.000-202.000	106.29	
			246-000.000-001.000		106.29
<b>393</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			247-000.000-202.000	130.82	
			247-000.000-001.000		130.82
<b>394</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in each Fund:			
			248-000.000-202.000	8.18	
			248-000.000-001.000		8.18
<b>395</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Decrease Accounts Payable and Cash in Clearing Fun			
			801-000.000-202.000	151,777.29	
			801-000.000-001.000		151,777.29
<b>396</b>	<b>11/24/2015</b>	<b>SUMMARY FOR CHECK RUN</b>			
		Increase Accounts Payable and Cash in Clearing Func			
			801-000.000-001.000	151,777.29	
			801-000.000-202.000		151,777.29
<b>Grand Total:</b>				<b>455,331.87</b>	<b>455,331.87</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 110.000 General Revenues</b>							
101-110.000-410.910	Utility users						
	HART JR/JACK B//		Refund Ovrpmt 176 W C Street	38265	11/18/2015	11/24/2015	1.36
	HOVLEY/JOY//		Refund Dep, Ovrpmt 368 I St.	38268	11/17/2015	11/24/2015	0.69
	JACK BROS, INC///		Refund Dep, Ovrpmt 4696 N Hwy	38278	11/18/2015	11/24/2015	0.69
	MARQUEZ/ROSEMARY E//		Refund Ovrpmt 966 J Street	38283	11/18/2015	11/24/2015	0.69
	VANDIVER/CYNTHIA//		Refund Dep, Ovrpmt 230 RIWO	38316	11/23/2015	11/24/2015	2.73
							<u>6.16</u>
						<b>Total Dept. General Revenues:</b>	<b>6.16</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-721.110	Food and						
	JOHNNY'S NEIGHBORHOOD	2035899	Lunch/Council Meeting	38279	11/16/2015	11/24/2015	120.40
	PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	38294	11/19/2015	11/24/2015	19.39
							<u>139.79</u>
101-111.000-721.200	Other						
	PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	38294	11/19/2015	11/24/2015	161.94
							<u>161.94</u>
101-111.000-750.601	Special						
	ESPINOZA-BREEZE/JO ANN//	2005	Spanish Interpreter 9/15,	38254	11/19/2015	11/24/2015	500.00
							<u>500.00</u>
						<b>Total Dept. City Council:</b>	<b>801.73</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-750.210	Postage						
	FEDERAL EXPRESS CORP.///	5-223-55301	Mailings - City Clerk	38256	11/13/2015	11/24/2015	17.50
	UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	27.88
							<u>45.38</u>
						<b>Total Dept. City Clerk:</b>	<b>45.38</b>
<b>Dept: 112.100 City Clerk -</b>							
101-112.100-750.400	Travel						
	BENAVIDES/ALMA//		Travel Adv./Law & Election	38234	11/17/2015	11/24/2015	439.05
							<u>439.05</u>
						<b>Total Dept. City Clerk - Elections:</b>	<b>439.05</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Tape, Post-Its, Moisteners	38290	11/06/2015	11/24/2015	28.78
							<u>28.78</u>
101-151.000-740.400	Rent						
	CANON FINANCIAL	15386682	Copier Lease	38242	11/01/2015	11/24/2015	113.40
	CANON FINANCIAL	15483740	Copier Lease	38242	11/12/2015	11/24/2015	113.40
							<u>226.80</u>
101-151.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	224.07
							<u>224.07</u>
						<b>Total Dept. Finance:</b>	<b>479.65</b>
<b>Dept: 152.000 Utility Billing</b>							
101-152.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Tape, Post-Its, Moisteners	38290	11/06/2015	11/24/2015	56.86
							<u>56.86</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-152.000-740.400	Rent						
	CANON FINANCIAL	15386682	Copier Lease	38242	11/01/2015	11/24/2015	113.40
	CANON FINANCIAL	15483740	Copier Lease	38242	11/12/2015	11/24/2015	113.40
							<b>226.80</b>
101-152.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	3,482.78
	UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	354.05
							<b>3,836.83</b>
							<b>Total Dept. Utility Billing: 4,120.49</b>
<b>Dept: 153.000</b>	<b>Personnel</b>						
101-153.000-721.200	Other						
	BONILLAS/SHIRLEY//		Reimb. Claus Costume	38236	11/17/2015	11/24/2015	114.98
							<b>114.98</b>
101-153.000-730.200	Technical						
	DEPARTMENT OF JUSTICE//	130998	Fingerprint Applications	38249	11/04/2015	11/24/2015	603.00
	FORENSIC DRUG TESTING//	2015-22778	Oct. Maint Fee, DOT Testing	38258	11/01/2015	11/24/2015	327.50
							<b>930.50</b>
							<b>Total Dept. Personnel: 1,045.48</b>
<b>Dept: 171.000</b>	<b>Planning</b>						
101-171.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	61.59
							<b>61.59</b>
							<b>Total Dept. Planning: 61.59</b>
<b>Dept: 191.000</b>	<b>Non-departmental</b>						
101-191.000-730.200	Technical						
	PROTECTION ONE ALARM///		Alarm Monitoring 11/1-11/30/15	38295	11/05/2015	11/24/2015	42.50
							<b>42.50</b>
							<b>Total Dept. Non-departmental: 42.50</b>
<b>Dept: 211.000</b>	<b>Police Protection</b>						
101-211.000-721.100	Uniforms						
	V & V MANUFACTURING	41944	Name Plates	38315	11/12/2015	11/24/2015	301.92
							<b>301.92</b>
101-211.000-721.200	Other						
	SIRCHIE FINGERPRINT	0230229-IN	Integrity Bags, Swab Kit	38306	11/09/2015	11/24/2015	408.71
							<b>408.71</b>
101-211.000-730.200	Technical						
	GOLDEN WEST COLLEGE//	1606	Subscription Legal Updates	38260	11/19/2015	11/24/2015	800.00
							<b>800.00</b>
101-211.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 10/1-10/31 P.D.	38243	11/06/2015	11/24/2015	102.97
							<b>102.97</b>
101-211.000-740.400	Rent						
	CANON FINANCIAL	15483735	Copier Lease/Police Dept.	38242	11/12/2015	11/24/2015	61.84
							<b>61.84</b>
101-211.000-750.200							
	AT&T-CALNET 2///		Telephone Services 10/3-11/2	38230	11/03/2015	11/24/2015	1,168.32
							<b>1,168.32</b>
101-211.000-750.210	Postage						

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	FEDERAL EXPRESS CORP.///	5-223-49098	Mailings - Police Dept.	38256	11/13/2015	11/24/2015	82.83
							<u>82.83</u>
101-211.000-750.300	Advertising & RDJ SPECIALTIES, INC.///	089946	Badge Stickers	38298	11/13/2015	11/24/2015	572.19
							<u>572.19</u>
							<b>Total Dept. Police Protection: 3,498.78</b>
<b>Dept: 211.300 Graffiti Abatement</b>							
101-211.300-721.200	Other WAL-MART STORES, INC.	02928	Spray Paint, Paint	38318	11/18/2015	11/24/2015	17.94
							<u>17.94</u>
							<b>Total Dept. Graffiti Abatement: 17.94</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-720.100	Office IMPERIAL PRINTERS///	86817	EMS Reports	38276	11/01/2015	11/24/2015	30.24
							<u>30.24</u>
101-221.000-720.300	Chemicals IMPERIAL HARDWARE CO.,	417936/2	Batteries, Insect Killer	38274	11/05/2015	11/24/2015	5.39
							<u>5.39</u>
101-221.000-721.100	Uniforms FIRE ETC., INC.///	81763	Pants, Boots, Goggles	38257	11/05/2015	11/24/2015	468.72
							<u>468.72</u>
101-221.000-721.200	Other AUTO ZONE, INC. #2804///		Towels	38232	11/15/2015	11/24/2015	7.37
	IMPERIAL HARDWARE CO.,	417936/2	Batteries, Insect Killer	38274	11/05/2015	11/24/2015	16.89
	IMPERIAL HARDWARE CO.,	418204/2	Batteries, Sand Belt, Wedge	38274	11/07/2015	11/24/2015	28.80
	IMPERIAL HARDWARE CO.,	417167/2	Air Filter, Propane	38274	11/01/2015	11/24/2015	11.96
	IMPERIAL PRINTERS///	86790	Business Cards/Richard Jasso	38276	11/01/2015	11/24/2015	44.43
	IMPERIAL PRINTERS///	86523	Open House Flyers	38276	11/01/2015	11/24/2015	16.20
	LIFE-ASSIST, INC	731247	Medical Supplies F.D. #1	38281	11/09/2015	11/24/2015	112.56
	REDDY ICE, CORPORATION///		Ice	38301	11/04/2015	11/24/2015	110.30
	ZOLL MEDICAL	2302348	Electrodes	38320	11/01/2015	11/24/2015	191.16
							<u>539.67</u>
101-221.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	38227	11/09/2015	11/24/2015	27.50
							<u>27.50</u>
101-221.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	22.63
							<u>22.63</u>
101-221.000-750.600	I. V. FIRE CHIEF'S		Membership Dues/M. Sevilla	38270	11/19/2015	11/24/2015	50.00
	I. V. FIRE CHIEF'S		Membership Dues/C. Peraza	38270	11/19/2015	11/24/2015	50.00
							<u>100.00</u>
							<b>Total Dept. Fire Department: 1,194.15</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-721.200	Other IMPERIAL HARDWARE CO.,	419328/2	Adapter, Clamps	38274	11/17/2015	11/24/2015	4.38
							<u>4.38</u>
101-221.100-725.300	Natural gas SOUTHERN CALIFORNIA GAS		088 557 5439 9 9/3/15-10/5/15	38307	11/01/2015	11/24/2015	34.51
	SOUTHERN CALIFORNIA GAS		088 557 5439 9 10/5/15-11/2/15	38307	11/04/2015	11/24/2015	33.02

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							<b>67.53</b>
101-221.100-730.200	Technical I. V. TERMITE & PEST	0229019	Pest Control Svcs F.D. #2	38271	11/04/2015	11/24/2015	38.00
							<b>38.00</b>
101-221.100-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	38227	11/01/2015	11/24/2015	25.00
							<b>25.00</b>
101-221.100-750.200	DIRECTV		Acct# 041023715 10/26-11/25	38252	11/01/2015	11/24/2015	261.78
							<b>261.78</b>
<b>Total Dept. Fire Station #2:</b>							<b>396.69</b>
<b>Dept: 231.000 Building Inspection</b>							
101-231.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	50.63
							<b>50.63</b>
<b>Total Dept. Building Inspection:</b>							<b>50.63</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	38227	11/16/2015	11/24/2015	26.12
							<b>26.12</b>
101-311.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	25.66
							<b>25.66</b>
101-311.000-750.500	Training AMERICAN PUBLIC WORKS		ASCE/APWA 11/18/15	38229	11/13/2015	11/24/2015	45.00
							<b>45.00</b>
<b>Total Dept. Engineering:</b>							<b>96.78</b>
<b>Dept: 411.000 Community</b>							
101-411.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	22.86
							<b>22.86</b>
<b>Total Dept. Community Development:</b>							<b>22.86</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-720.500	Electrical IMPERIAL HARDWARE CO.,	419087/2	Plug Cord	38274	11/16/2015	11/24/2015	6.39
							<b>6.39</b>
101-511.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	418779/2 418831/2 418973/2	Screws Duct Tape, Stakes Caution Tape, Batteries	38274 38274 38274	11/12/2015 11/12/2015 11/13/2015	11/24/2015 11/24/2015 11/24/2015	22.92 46.25 90.31
							<b>159.48</b>
101-511.000-721.900	Small tools & IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	418777/2 418973/2	Pickup Sticks Caution Tape, Batteries	38274 38274	11/12/2015 11/13/2015	11/24/2015 11/24/2015	42.94 80.08
							<b>123.02</b>
101-511.000-725.400	Fuel MCNEECE BROS OIL	116776	Fuel/Parks & Rec Dept.	38284	11/16/2015	11/24/2015	42.52
							<b>42.52</b>

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<b>Total Dept. Parks:</b>							<b>331.41</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-720.200	Books and GALE-CENGAGE LEARNING///	56244958	Western Plan Books	38259	11/01/2015	11/24/2015	235.61
							<b>235.61</b>
101-521.000-720.800	Janitorial WAL-MART STORES, INC.	08791	Soap, Face Tissue, Bleach	38318	11/13/2015	11/24/2015	225.88
							<b>225.88</b>
101-521.000-730.200	Technical TRES AMIGOS TREE	1552	Tree Trimming/Cattle Call Park	38310	11/05/2015	11/24/2015	1,662.50
							<b>1,662.50</b>
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	38227	11/16/2015	11/24/2015	28.48
							<b>28.48</b>
101-521.000-750.200	AT&T///		Telephone Services/Teen Center	38231	11/06/2015	11/24/2015	118.40
							<b>118.40</b>
101-521.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	37.83
							<b>37.83</b>
<b>Total Dept. Recreation &amp; Lions Center:</b>							<b>2,308.70</b>
<b>Dept: 521.100 Recreation Leagues</b>							
101-521.100-721.200	Other BSN SPORTS///	97360584	Basketball Nets	38238	11/05/2015	11/24/2015	69.55
	BSN SPORTS///	97360586	Basketballs	38238	11/05/2015	11/24/2015	777.60
							<b>847.15</b>
101-521.100-730.200	Technical CAMPAS/SERGIO//		Soccer Referee 11/17/15	38240	11/18/2015	11/24/2015	34.00
	CAMPISTA/JONATHAN//		Soccer Referee 11/17, 11/19	38241	11/18/2015	11/24/2015	26.00
	CELIS/OMAR//		Soccer Referee 11/17/15	38244	11/18/2015	11/24/2015	13.00
	CORTEZ/ALONDRA//		Soccer Referee 11/17/15	38246	11/18/2015	11/24/2015	13.00
	GONZALEZ/CARLOS//		Soccer Referee, Setup/Takedown	38262	11/18/2015	11/24/2015	72.00
	GUZMAN/STEVEN//		Soccer Referee 11/17, 11/19	38263	11/18/2015	11/24/2015	26.00
	HEREDIA/GEORGE//		Tennis Instructor 10/9-11/13	38267	11/19/2015	11/24/2015	748.00
	MOLINA/ALEX//		Soccer Referee 11/17/15	38285	11/18/2015	11/24/2015	13.00
	MONTES/CARLOS//		Soccer Referee 11/17/15	38286	11/18/2015	11/24/2015	13.00
	PADILLA/EDEN//		Soccer Referee 11/17/15	38292	11/18/2015	11/24/2015	13.00
	RUIZ/ALAN//		Soccer Referee 11/17, 11/19	38304	11/18/2015	11/24/2015	52.00
							<b>1,023.00</b>
<b>Total Dept. Recreation Leagues:</b>							<b>1,870.15</b>
<b>Dept: 522.000 Senior Citizens</b>							
101-522.000-720.800	Janitorial WAL-MART STORES, INC.	09950	Carpet Cleaner, Bowl Brush	38318	11/01/2015	11/24/2015	18.84
							<b>18.84</b>
101-522.000-721.110	Food and WAL-MART STORES, INC.	09949	Cookies, Creamer, Plates, Cups	38318	11/01/2015	11/24/2015	118.26
							<b>118.26</b>
101-522.000-730.200	Technical PESTMASTER SERVICES///	1375088	Pest Control/Senior Center	38293	11/09/2015	11/24/2015	30.00
							<b>30.00</b>

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<b>Total Dept. Senior Citizens Center:</b>							<b>167.10</b>
<b>Dept: 551.000 Library</b>							
101-551.000-720.100	Office						
	OFFICE SUPPLY COMPANY///		Copy Paper, Wall Calendar	38290	11/01/2015	11/24/2015	376.86
	OFFICE SUPPLY COMPANY///		Deskpads Calendar	38290	11/01/2015	11/24/2015	3.23
	QUILL CORPORATION///	8580675	Folders	38296	11/01/2015	11/24/2015	51.81
<b>Total Dept. Library:</b>							<b>431.90</b>
101-551.000-720.200	Books and						
	GALE-CENGAGE LEARNING///	56435325	Christian Romance Plan Books	38259	11/01/2015	11/24/2015	102.02
	GALE-CENGAGE LEARNING///	56435622	Crime Scene Plan Books	38259	11/01/2015	11/24/2015	78.54
<b>Total Dept. Books and:</b>							<b>180.56</b>
101-551.000-720.210	Audiovisual						
	BLACKSTONE AUDIO, INC///	795538	Books On CD	38235	11/01/2015	11/24/2015	50.00
<b>Total Dept. Audiovisual:</b>							<b>50.00</b>
101-551.000-721.200	Other						
	WAL-MART STORES, INC.	02589	Cups, Cookies, Napkins	38318	11/02/2015	11/24/2015	152.68
<b>Total Dept. Other:</b>							<b>152.68</b>
101-551.000-730.200	Technical						
	IMPERIAL VALLEY		Work Study Students	38277	11/01/2015	11/24/2015	81.22
	PESTMASTER SERVICES///	1374565	Pest & Rodent Control/Library	38293	11/01/2015	11/24/2015	70.00
	PROTECTION ONE ALARM///		Alarm Monitoring 11/1-11/30/15	38295	11/05/2015	11/24/2015	37.70
<b>Total Dept. Technical:</b>							<b>188.92</b>
101-551.000-740.100	Repair &						
	DESERT AIR CONDITIONING,	B28580	Repair A/C	38250	11/01/2015	11/24/2015	252.00
<b>Total Dept. Repair &amp;:</b>							<b>252.00</b>
101-551.000-740.400	Rent						
	AMALGAMATED		Storage Unit Rental B209 - Nov	38228	11/01/2015	11/24/2015	95.00
<b>Total Dept. Rent:</b>							<b>95.00</b>
101-551.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	38313	11/24/2015	11/24/2015	9.61
<b>Total Dept. Postage:</b>							<b>9.61</b>
<b>Total Dept. Library:</b>							<b>1,360.67</b>
<b>Dept: 551.100 Library Grant -</b>							
101-551.100-721.200	Other						
	R.J. SAFETY SUPPLY CO.,		First Aid Supplies	38297	11/01/2015	11/24/2015	69.03
<b>Total Dept. Library Grant - Other:</b>							<b>69.03</b>
101-551.100-750.400	Travel						
	NORIEGA/ERIKA//		Reimb. Mileage 11/13/15 LAMBS	38288	11/18/2015	11/24/2015	20.70
	SUMAYA/GLORIA//		Reimb Mileage 11/3-11/5 LAMBS	38309	11/18/2015	11/24/2015	85.10
<b>Total Dept. Library Grant - Travel:</b>							<b>105.80</b>
<b>Total Dept. Library Grant - LAMBS:</b>							<b>174.83</b>
<b>Total Fund General Fund:</b>							<b>18,532.72</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	418466/2	Dust Pan, Broom, Knife	38274	11/10/2015	11/24/2015	66.14
	IMPERIAL HARDWARE CO.,	418081/2	Propane	38274	11/06/2015	11/24/2015	10.20
<b>Total Dept. Street Maintenance:</b>							<b>76.34</b>
211-312.000-721.900	Small tools &						

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	IMPERIAL HARDWARE CO.,	418466/2	Dust Pan, Broom, Knife	38274	11/10/2015	11/24/2015	40.35
							<u>40.35</u>
211-312.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	9,354.81
							<u>9,354.81</u>
						<b>Total Dept. Street Maintenance &amp;</b>	<b>9,471.50</b>
						<b>Total Fund Gas Tax:</b>	<b>9,471.50</b>
<b>Fund: 212</b>							
<b>Dept: 312.000 Street Maintenance</b>							
212-312.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	418145/2	Pails, Trash Cans	38274	11/06/2015	11/24/2015	42.14
							<u>42.14</u>
						<b>Total Dept. Street Maintenance &amp;</b>	<b>42.14</b>
						<b>Total Fund</b>	<b>42.14</b>
<b>Fund: 241 Bernardo Padilla</b>							
<b>Dept: 511.100 Parks, Landscape &amp;</b>							
241-511.100-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	138.37
							<u>138.37</u>
						<b>Total Dept. Parks, Landscape &amp;</b>	<b>138.37</b>
						<b>Total Fund Bernardo</b>	<b>138.37</b>
<b>Fund: 243 CFD 05-1 Victoria Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
243-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	122.64
							<u>122.64</u>
						<b>Total Dept. Comm Fac Dist:</b>	<b>122.64</b>
						<b>Total Fund CFD 05-1</b>	<b>122.64</b>
<b>Fund: 244 CFD 05-4 Latigo Ranch</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
244-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	130.82
							<u>130.82</u>
						<b>Total Dept. Comm Fac Dist:</b>	<b>130.82</b>
						<b>Total Fund CFD 05-4 Latigo</b>	<b>130.82</b>
<b>Fund: 245 CFD 05-3 La Paloma</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
245-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	318.87
							<u>318.87</u>
						<b>Total Dept. Comm Fac Dist:</b>	<b>318.87</b>
						<b>Total Fund CFD 05-3 La</b>	<b>318.87</b>

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<b>Fund: 246 CFD 06-1 Malan Park</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
246-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	106.29
							<u>106.29</u>
						<b>Total Dept. Comm Fac Dist:</b>	<b>106.29</b>
						<b>Total Fund CFD 06-1 Malan</b>	<b>106.29</b>
<b>Fund: 247 CFD 07-1 Luckey</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
247-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	130.82
							<u>130.82</u>
						<b>Total Dept. Comm Fac Dist:</b>	<b>130.82</b>
						<b>Total Fund CFD 07-1</b>	<b>130.82</b>
<b>Fund: 248 CFD 07-2 Springhouse</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
248-195.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Street Lights 10/7/15-11/4/15	38275	11/05/2015	11/24/2015	8.18
							<u>8.18</u>
						<b>Total Dept. Comm Fac Dist:</b>	<b>8.18</b>
						<b>Total Fund CFD 07-2</b>	<b>8.18</b>
<b>Fund: 451 Developer Impact</b>							
<b>Dept: 551.400 Library facilities</b>							
451-551.400-720.200	Books and						
	BAKER & TAYLOR, INC.///		Books	38233	11/01/2015	11/24/2015	47.26
	DELANEY EDUCATIONAL	444616	49 Books	38248	11/01/2015	11/24/2015	834.08
	DELANEY EDUCATIONAL	444693	47 Books	38248	11/01/2015	11/24/2015	812.69
	DELANEY EDUCATIONAL	444696	60 Books	38248	11/01/2015	11/24/2015	852.91
	DELANEY EDUCATIONAL	444754	87 Books	38248	11/01/2015	11/24/2015	920.60
							<u>3,467.54</u>
						<b>Total Dept. Library facilities:</b>	<b>3,467.54</b>
						<b>Total Fund Developer</b>	<b>3,467.54</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water						
	CHAVEZ/MARIBEL//		Refund Deposit 326 Allen St	38245	11/18/2015	11/24/2015	169.72
	ECHEVERRIA/ELIAS &		Refund Deposit 960 Gutierrez	38253	11/18/2015	11/24/2015	65.79
	GONZALEZ/ANDREW &		Refund Deposit 663 N 5th St.	38261	11/19/2015	11/24/2015	128.97
	HOVLEY/JOY//		Refund Dep, Ovrpmt 368 I St.	38268	11/17/2015	11/24/2015	191.74
	JACK BROS, INC///		Refund Dep, Ovrpmt 4696 N Hwy	38278	11/18/2015	11/24/2015	227.96
	MONTES/DAVID//		Refund Deposit 174 W B Street	38287	11/18/2015	11/24/2015	105.90
	RENDON/FRANCISCO//		Refund Deposit 654 N Adams	38302	11/17/2015	11/24/2015	91.34
	VANDIVER/CYNTHIA//		Refund Dep, Ovrpmt 230 RIWO	38316	11/23/2015	11/24/2015	201.34
							<u>1,182.76</u>
						<b>Total Dept. 000000:</b>	<b>1,182.76</b>

Dept: 321.000 Water Treatment  
 501-321.000-440.710 Water sales

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	HART JR/JACK B//		Refund Ovrpmt 176 W C Street	38265	11/18/2015	11/24/2015	0.52
	JACK BROS, INC///		Refund Dep, Ovrpmt 4696 N Hwy	38278	11/18/2015	11/24/2015	0.62
	ROTHFLEISCH/RYAN//		Refund Ovrpmt 507 Willard Ave	38303	11/18/2015	11/24/2015	140.76
							<b>141.90</b>
501-321.000-720.300	Chemicals						
	UNIVAR USA, INC.///		Sodium Hypochlorite	38314	11/03/2015	11/24/2015	13.41
	UNIVAR USA, INC.///		Sodium Hypochlorite	38314	11/03/2015	11/24/2015	4,845.42
							<b>4,858.83</b>
501-321.000-720.500	Electrical						
	RDO WATER	J11953	Controllor	38300	11/06/2015	11/24/2015	104.87
							<b>104.87</b>
501-321.000-720.600	Plumbing						
	RDO WATER	J11954	Ship & Handling/Sprinklers	38300	11/06/2015	11/24/2015	11.77
	RDO WATER	J12024	Adapter, Coupling, Tape	38300	11/09/2015	11/24/2015	4.11
							<b>15.88</b>
501-321.000-721.200	Other						
	HACH COMPANY, INC.///	9649344	Probe, Reagent	38264	11/01/2015	11/24/2015	461.82
	IMPERIAL HARDWARE CO.,	417785/2	Deadbolt	38274	11/04/2015	11/24/2015	22.98
	IMPERIAL HARDWARE CO.,	418308/2	Air Duster, Filters	38274	11/08/2015	11/24/2015	38.42
	IMPERIAL HARDWARE CO.,	418386/2	Vinyl tube	38274	11/09/2015	11/24/2015	47.34
							<b>570.56</b>
501-321.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	418026/2	Drill Kit	38274	11/06/2015	11/24/2015	248.39
	RDO WATER	J12187	Trap Gopher	38300	11/13/2015	11/24/2015	27.26
							<b>275.65</b>
501-321.000-725.100	Water						
	I. I. D.///		Canal Water Mansfield/3056449	38269	11/05/2015	11/24/2015	10,392.00
							<b>10,392.00</b>
501-321.000-730.200	Technical						
	ORANGE COMMERCIAL	7767	Microbioloy Analysis	38291	11/02/2015	11/24/2015	193.00
	ORANGE COMMERCIAL	7775	Carbon Analysis	38291	11/04/2015	11/24/2015	1,070.00
							<b>1,263.00</b>
501-321.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	38227	11/09/2015	11/24/2015	55.02
							<b>55.02</b>
501-321.000-750.200							
	A T & T///		Telephone Services 11/7-12/6	38225	11/07/2015	11/24/2015	5.33
							<b>5.33</b>
501-321.000-750.500	Training						
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	529.00
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	529.00
							<b>1,058.00</b>
							<b>Total Dept. Water Treatment: 18,741.04</b>
<b>Dept: 322.000</b>	<b>Water Distribution</b>						
501-322.000-720.600	Plumbing						
	HD SUPPLY WATERWORKS,	E732160	Meters	38266	11/01/2015	11/24/2015	641.63
	HD SUPPLY WATERWORKS,	E732144	Copper Fittings	38266	11/01/2015	11/24/2015	741.24
							<b>1,382.87</b>
501-322.000-721.100	Uniforms						
	FAIR STORE/THE//	3963	Safety Boots/Pablo Lopez	38255	11/10/2015	11/24/2015	150.00
							<b>150.00</b>

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501-322.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	418567/2	Glass Cleaner, Squeegee	38274	11/10/2015	11/24/2015	21.47
	IMPERIAL HARDWARE CO.,	418025/2	Watering Can, Duct Tape	38274	11/06/2015	11/24/2015	23.67
	MCNEECE BROS OIL	116350	Cool Cushion	38284	11/06/2015	11/24/2015	25.68
							<b>70.82</b>
501-322.000-750.200							
	A T & T///		Telephone Services 11/7-12/6	38225	11/07/2015	11/24/2015	33.28
	UNDERGROUND SERVICE		Dig Alerts/October 2015	38312	11/01/2015	11/24/2015	49.50
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	529.00
							<b>611.78</b>
501-322.000-750.500	Training						
	AMERICAN PUBLIC WORKS		ASCE/APWA 11/18/15	38229	11/13/2015	11/24/2015	15.00
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	529.00
							<b>544.00</b>
501-322.000-750.650	Taxes, Fees, STATE WA RESOURCES						
			Grade D1 Renewal/R. Rosales	38308	11/18/2015	11/24/2015	70.00
							<b>70.00</b>
							<b>Total Dept. Water Distribution: 2,829.47</b>
							<b>Total Fund Water: 22,753.27</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-440.730	Sewer						
	JACK BROS, INC///		Refund Dep, Ovrpmt 4696 N Hwy	38278	11/18/2015	11/24/2015	17.27
	VANDIVER/CYNTHIA//		Refund Dep, Ovrpmt 230 RIWO	38316	11/23/2015	11/24/2015	15.36
							<b>32.63</b>
511-331.000-750.200							
	A T & T///		Telephone Services 11/7-12/6	38225	11/07/2015	11/24/2015	46.87
							<b>46.87</b>
511-331.000-750.500	Training						
	AMERICAN PUBLIC WORKS		ASCE/APWA 11/18/15	38229	11/13/2015	11/24/2015	15.00
							<b>15.00</b>
							<b>Total Dept. Wastewater Collection: 94.50</b>
<b>Dept: 332.000 Wastewater</b>							
511-332.000-725.100	Water						
	I. I. D.///		Canal Water/Oakley 3008245	38269	11/05/2015	11/24/2015	248.00
							<b>248.00</b>
511-332.000-730.200	Technical						
	SIGMA-ALDRICH, INC.		Proficiency Test Material	38305	11/01/2015	11/24/2015	68.55
							<b>68.55</b>
511-332.000-750.500	Training						
	AMERICAN PUBLIC WORKS		ASCE/APWA 11/18/15	38229	11/13/2015	11/24/2015	60.00
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	1,322.50
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	529.00
	WESTERN GROWERS		Safety & Loss Control Fees	38319	11/01/2015	11/24/2015	529.00
							<b>2,440.50</b>
							<b>Total Dept. Wastewater treatment: 2,757.05</b>
							<b>Total Fund Wastewater: 2,851.55</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Dept: 341.000 Solid Waste</b>							
521-341.000-440.740	Solid waste						
	HART JR/JACK B//		Refund Ovrpmt 176 W C Street	38265	11/18/2015	11/24/2015	3.70
	VANDIVER/CYNTHIA//		Refund Dep, Ovrpmt 230 RIWO	38316	11/23/2015	11/24/2015	20.59
							<b>24.29</b>
<b>Total Dept. Solid Waste Collection:</b>							<b>24.29</b>
<b>Total Fund Solid Waste:</b>							<b>24.29</b>
<b>Fund: 601 Maintenance</b>							
<b>Dept: 801.000 Vehicle</b>							
601-801.000-720.400	Automotive						
	BRAWLEY TRACTOR	14972	Capscrews	38237	11/10/2015	11/24/2015	38.02
	BRAWLEY TRACTOR	15151	Capscrew, Washers #85 Parks	38237	11/17/2015	11/24/2015	13.52
	IMPERIAL HARDWARE CO.,	418782/2	Spray Paint #221 Streets	38274	11/12/2015	11/24/2015	13.41
	KEARNY MESA AUTOMOTIVE	410324	Protector Cap #205 Streets	38280	11/13/2015	11/24/2015	133.11
	LIGHTHOUSE, INC./THE//	0201657	LED Cable #222 Streets	38282	11/09/2015	11/24/2015	294.53
	O'REILLY AUTO PARTS///		Lights #64 Parks	38289	11/12/2015	11/24/2015	12.93
	O'REILLY AUTO PARTS///		Floormats #177 Parks	38289	11/12/2015	11/24/2015	28.07
	O'REILLY AUTO PARTS///		Brake Pads #205 Parks	38289	11/13/2015	11/24/2015	58.24
	O'REILLY AUTO PARTS///		Window Regulator #907 P.D.	38289	11/16/2015	11/24/2015	121.19
	RDO EQUIPMENT CO.///	P02155	Return Stub, Wheel, Roller	38299	11/16/2015	11/24/2015	-127.13
	RDO EQUIPMENT CO.///	P02158	Bearings, Seals #85 Parks	38299	11/16/2015	11/24/2015	569.68
							<b>1,155.57</b>
601-801.000-720.420	Oils &						
	MCNEECE BROS OIL	114745	Oil/Shop	38284	11/01/2015	11/24/2015	883.88
	O'REILLY AUTO PARTS///		Oil #206 Animal Control	38289	11/10/2015	11/24/2015	59.55
							<b>943.43</b>
601-801.000-721.200	Other						
	R.J. SAFETY SUPPLY CO.,	350685-2	First Aid Kits	38297	11/01/2015	11/24/2015	32.37
							<b>32.37</b>
601-801.000-725.400	Fuel						
	IMPERIAL HARDWARE CO.,	418552/2	Propane #19 Shop	38274	11/10/2015	11/24/2015	15.01
	MCNEECE BROS OIL	831839	Fuel/Shop	38284	11/01/2015	11/24/2015	88.02
							<b>103.03</b>
601-801.000-730.200	Technical						
	TUCKER TOWING///		Towing Service #211 Parks	38311	11/16/2015	11/24/2015	80.00
	W BAR C CONSTRUCTION///	43	Troubleshooting Receptacles	38317	11/03/2015	11/24/2015	151.59
							<b>231.59</b>
601-801.000-740.100	Repair &						
	D & H BODY SHOP INC.///	7107	Paint Hood #205 Streets	38247	11/13/2015	11/24/2015	440.55
							<b>440.55</b>
601-801.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Uniform Cleaning Services	38227	11/16/2015	11/24/2015	34.08
	ALSCO AMERICAN LINEN		Cleaning Services	38227	11/16/2015	11/24/2015	29.16
							<b>63.24</b>
<b>Total Dept. Vehicle Maintenance Shop:</b>							<b>2,969.78</b>
<b>Dept: 802.000 Grounds &amp; Facility</b>							
601-802.000-721.200	Other						

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<b>Fund/Dept/Acct</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Invoice Desc.</b>	<b>Check #</b>	<b>Due Date</b>	<b>Check Date</b>	<b>Amount</b>
	DESERT PAINTS///	2607	Paint - City Hall/Library	38251	11/01/2015	11/24/2015	306.24
	DESERT PAINTS///	2620	Paint - City Hall/Library	38251	11/01/2015	11/24/2015	391.20
	DESERT PAINTS///	2635	Paint - City Hall/Library	38251	11/01/2015	11/24/2015	199.05
	DESERT PAINTS///	2642	Paint - City Hall/Library	38251	11/03/2015	11/24/2015	443.92
	DESERT PAINTS///	2653	Paint - City Hall/Library	38251	11/05/2015	11/24/2015	275.28
	DESERT PAINTS///	2645	Paint - City Hall/Library	38251	11/04/2015	11/24/2015	327.11
	IMPERIAL HARDWARE CO.,	416021/2	Dust Mask, Paint Can, Pail	38274	11/01/2015	11/24/2015	25.07
	IMPERIAL HARDWARE CO.,	416760/2	Masking Tape, Masking Paper	38274	11/01/2015	11/24/2015	28.12
	IMPERIAL HARDWARE CO.,	417622/2	Tape	38274	11/03/2015	11/24/2015	20.24
	IMPERIAL HARDWARE CO.,	417868/2	Wire Brush	38274	11/05/2015	11/24/2015	2.76
	WAL-MART STORES, INC.	09240	Tape	38318	11/01/2015	11/24/2015	54.89
	WAL-MART STORES, INC.	01682	Tape, Garage Sale Sign	38318	11/01/2015	11/24/2015	37.91
							<b>2,111.79</b>
						<b>Total Dept. Grounds &amp; Facility</b>	<b>2,111.79</b>
						<b>Total Fund Maintenance:</b>	<b>5,081.57</b>
<b>Fund: 602 Risk Management</b>							
<b>Dept: 000.000</b>							
602-000.000-200.034 Health							
CA PUBLIC EMP.			Dec. 2015 Medical Insurance	38239	11/16/2015	11/24/2015	86,562.72
							<b>86,562.72</b>
						<b>Total Dept. 000000:</b>	<b>86,562.72</b>
<b>Dept: 811.000 Liability &amp; Property</b>							
602-811.000-750.100 Insurance							
ALLIANT INSURANCE			Special Event Insurance	38226	11/01/2015	11/24/2015	2,034.00
							<b>2,034.00</b>
						<b>Total Dept. Liability &amp; Property</b>	<b>2,034.00</b>
						<b>Total Fund Risk</b>	<b>88,596.72</b>
						<b>Grand Total:</b>	<b>151,777.29</b>

Check Register Report

Date: 11/25/2015

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
38321	11/25/2015	Printed	A366	AFLAC GROUP INSURANCE	Critical Care Withheld	431.12
38322	11/25/2015	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	2,878.02
38323	11/25/2015	Printed	B202	BRAWLEY FIREFIGHTERS LOCAL #19	November Union Dues	450.00
38324	11/25/2015	Printed	B208	BRAWLEY POLICE SERGEANT'S ASSO	November Union Dues	300.00
38325	11/25/2015	Printed	B213	BRAWLEY PUBLIC SAFETY EMPLOYEE	November Union Dues	2,067.00
38326	11/25/2015	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	1,642.50
38327	11/25/2015	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimb. Medical & Dependent	429.60
38328	11/25/2015	Printed	F689	FRANCHISE TAX BOARD	Deductions	100.00
38329	11/25/2015	Printed	G387	KRISTINA D. GREEN(BAILEY)	Deductions	175.00
38331	11/25/2015	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Compensation #05270	520.00
38332	11/25/2015	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,521.00
38333	11/25/2015	Printed	T542	TEAMSTERS LOCAL #542	November Union Dues	1,514.00
38334	11/25/2015	Printed	U660	UNITED STATES TREASURY	Deductions	177.50
38335	11/25/2015	Printed	U661	UNITED STATES TREASURY	Deductions	62.50
38336	11/25/2015	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
38337	11/25/2015	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	17.00

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Checks Total (excluding void checks):

19,920.51



**CITY OF BRAWLEY**  
**October 22, 2015**

The City Council of the City of Brawley, California met in an adjourned regular session at 2:00 PM, Council Chambers, 383 Main, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by **Mayor Nava @ 2:01 PM**

**PRESENT:** Campbell, Couchman, Nava, Noriega, Wharton  
**ABSENT:** None

The invocation was offered by **Rev. Jim Pazan, First Presbyterian Church**

The pledge of allegiance was led by **Mayor Nava**

**1. APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Noriega/Couchman 5-0

**2. PUBLIC APPEARANCES**

- a. **Jason Zara, Brawley Chamber of Commerce Executive Director**, introduced the 2015 Cattle Call Queen Chelsey Roper. Miss Roper stated that she is honored to represent this great community and the sport of rodeo. Mr. Zara also announced the Teen Queen Keeley Poloni, Junior Queen Rylee Locker and Little Miss Cattle Call Cheyenne Cox.
- b. **Gerardo Aguilar, Sr.** made public comments regarding archeological findings. He also expressed support for the Malan Street Apartments project.
- c. **Rosemarie Wood, NoCCA Executive Director**, stated that the North County Coalition for the Arts was recently appointed as a State and Local Partner by the California Arts Council. A state grant of \$21,000 was awarded. It has been more than ten (10) years since the State has funded anything in the Imperial Valley.
- d. **Luis Olmedo, Comite Civico del Valle Executive Director**, provided public comments on AB1059 re: air quality, water quality, toxic and hazardous waste site data. He also provided an update on SB535: Greenhouse Gas Reduction Investments to Benefit Disadvantaged Communities.
- e. **Ashley Mendibles, representing Concerned Homeowners of Malan and Victoria Park Developments**, stated her concerns with the Malan Street Apartments Project. It will increase traffic in the area, introduce safety issues in City parks and have a negative impact on property values. The project will create congestion in an area with unfinished roads entering and exiting the two developments. She stated that phasing the project may create yet another abandoned housing development in the area. Witter School is already overcrowded and cannot accommodate additional children. A total of 256 signatures were gathered from the Malan & Victoria Park residents.

The following persons provided public comments in opposition to the project:

Sergio Favela  
Gerardo Aguilar  
Mr. Kapoor  
Katy Alcantra-Santillan  
Chris Flores  
Maritza Nunez

**Rosanna Bayon Moore, City Manager**, stated that the parcel map action before the Planning Commission Meeting was continued to the next Planning Commission Meeting which is scheduled for November 4, 2015. At that point, the Planning Commission will take action to approve or deny the parcel map. If a quorum of the body is not established, no action will be taken. Individuals opposing or supporting that project would then have the opportunity to appeal the outcome. The City Council would then serve as the appeal body for the parcel map.

**Bill Smerdon, City Attorney** advised the City Council that they have to be careful weighing in on this matter and need to be neutral in case of an appeal.

**Recess taken at 2:56pm**

**Meeting reconvened at 3:02pm**

**3. CONSENT AGENDA** Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

The consent agenda was **approved** as presented. m/s/c Noriega/Couchman 5-0

**AYES:** Campbell, Couchman, Nava, Noriega, Wharton  
**NAYES:** None  
**ABSENT:** None  
**ABSTAIN:** None

- a. **Approved** Accounts Payable: September 30, 2015  
October 1, 2015  
October 8, 2015  
October 15, 2015
- b. **Approved** City Council Minutes: September 1, 2015
- c. **Approved** Resolution No. 2015-61: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2015/2016 City of Brawley Budget for the Brawley Fire Department.
- d. **Approved** Resolution No. 2015-62: Resolution of the City of Brawley, California, Authorizing the Submission of the City of Brawley Application for Imperial County Air Pollution Control District (ICAPCD) Rule 310 Operational Development Fee Goals and Objectives.
- e. **Approved** Use of Fire Apparatus in the 2015 Cattle Call Parade.

**5. REGULAR BUSINESS**

- a. Discussion and Potential Action to Authorize a Contract in the Amount of \$29,594 to Lee & Ro to Provide Professional Services to Prepare the 2015 Urban Water Management Plan (UWMP) Required by the State of California.

The City Council **approved** authorization of a Contract in the Amount of \$29,594 to Lee & Ro to Provide Professional Services to prepare the 2015 Urban Water Management Plan (UWMP) required by the State of California. m/s/c Campbell/Noriega 5-0

- b. Discussion and Potential Action to Approve Request from the Imperial County Film Commission to Sell and Consume Alcohol on Public Property for the First Fridays Art walk on November 6, 2015 from 6-10PM.

The City Council **approved** the Request from the Imperial County Film Commission to Sell and Consume Alcohol on Public Property for the First Fridays Art walk on November 6, 2015 from 6-10pm. m/s/c Noriega/Couchman 5-0

- c. Discussion and Potential Action to Approve Volume Software Licensing Agreement with Microsoft Enterprise for Email, Business Software and Operating Systems, Scheduled to Expire October 31, 2015 for \$32,170.95.

The City Council **approved** the Volume Software Licensing Agreement with Microsoft Enterprise for Email, Business Software and Operating Systems, Scheduled to Expire October 31, 2015 for \$32,170.95. m/s/c Nava/Couchman 5-0

- d. Discussion and Potential Action to Authorize Repair of Water Distribution Pump 421 by Sloan Electric in the amount of \$19,854 for use at the City of Brawley Water Treatment Plant.

The City Council **approved** the Volume Software Licensing Agreement with Microsoft Enterprise for Email, Business Software and Operating Systems, Scheduled to Expire October 31, 2015 for \$32,170.95. m/s/c Noriega/Campbell 5-0

- e. Discussion and Potential Action on November 3, 2015 re: Regular City Council Meeting Time Change.

The City Council **approved** a change the time for the November 3, 2015 Regular City Council Meeting to 5pm. m/s/c Noriega/Wharton 5-0

**6. DEPARTMENTAL REPORTS**

- a. Presentation by Yazmin Arellano, Public Works Director regarding Allied Waste Fall Clean-Up Day on October 24, 2015 from 7am-2pm and 2015 Cattle Call Parade Chair Protocol for Main Street

**7. INFORMATIONAL ITEMS**                      None to report

**8. CITY COUNCIL MEMBER REPORTS**

- Noriega:** Provided the invocation for the Class of 1965 at the Stockmen’s Club. Attended the Hart Insurance Center Mixer, Pioneers Memorial Hospital Gala. Announced the Veterans Ceremony scheduled for 5pm on November 11, 2015. Invited all to Taco Night at the American Legion on Tuesdays.
- Couchman:** Attended a meeting for Flat Tail Horned Lizards, Boys and Girls Club Auction at the Stockmen’s Club, Pioneer’s Memorial Hospital Gala and the Cattle Call Concert,. Participated in the Walk to School at Phil Swing and visited Sacred Heart School to participate in their gardening activities.
- Campbell:** Attended Fire Station No. 2 Open House, Florentine Estates Ribbon Cutting Ceremony and Pioneer’s Memorial Hospital Gala.
- Wharton:** Attended the Farmer of the Year Dinner and congratulated Mr. Brandt. Attended Fire Station No. 2 Open House, Book Sale at the Library, Florentine Estates Ribbon Cutting Ceremony, Dia de la Raza where Ms. Ana Palomino and Ernie Mariscal were honored and Pioneer’s Memorial Hospital Gala. Attended Business Advisory Committee Meeting which is working on development of a business guide for existing and new businesses.
- Nava:** Attended Fire Station No. 2 Open House and Pioneer’s Memorial Hospital Gala. Was interviewed by Roy Dorantes for the Imperial Valley Film Commission. Invited everyone to the Film Festival this weekend at Imperial Palms formally known as Barbara Worth Country Club. Participated in the walk to school program.

**9. CITY MANAGER’S REPORT**

- a. Provided a presentation on the 9/80 Work Schedule.\*
- \*PowerPoint slides available upon request at the Office of the City Clerk.
- b. Provided update on upcoming mobile home park household surveys at North Imperial/A Street and Malan/86.
3. League of Cities dinner is scheduled for Thursday the 29<sup>th</sup> at Assaggio’s in Brawley.

**10. TREASURER’S REPORT** None to report

**11. CITY ATTORNEY’S REPORT** None to report

**12. CITY CLERK’S REPORT** None to report

**ADJOURNMENT** @3:54 PM

\_\_\_\_\_  
**Alma Benavides**, City Clerk

**CITY OF BRAWLEY**  
**November 3, 2015**

The City Council of the City of Brawley, California met in an adjourned regular session at 5:00 PM, Council Chambers, 383 Main, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by **Mayor Nava @ 5:00 PM**

**PRESENT:** Campbell, Couchman, Nava, Noriega, Wharton  
**ABSENT:** None

The invocation was offered by **Pastor Mike Necuik, El Redentor Church**

The pledge of allegiance was led by **Council Member Noriega**

**1. APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Noriega/Campbell 5-0

**2. PUBLIC APPEARANCES**

- a. **Christian Nunez, President of BUHS Civics Class/Key Club**, provided public comments regarding the water issues in California. He commented on Sunday's IVPRESS that reported that the cities of Beverly Hills and Indio were fined. He noted the performance of cities in the Imperial Valley, including Brawley. He expressed pleasure with the City of Brawley meeting water conservation goals. His class has been studying this subject the last 6 weeks of school.
- b. **Jason Zara, Brawley Chamber of Commerce Executive Director**, invited everyone to all the Cattle Call Activities starting this weekend.
- c. **Shirley Bonillas, Personnel & Risk Management Administrator** introduced Lisa Tylenda, Planning Technician, on behalf of Gordon Gaste, Planning Director.

**3. CONSENT AGENDA** Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

The consent agenda was **approved** with the updated and distributed City Council Minutes of September 15, 2015. m/s/c Noriega/Campbell 5-0

**AYES:** Campbell, Couchman, Nava, Noriega, Wharton  
**NAYES:** None  
**ABSENT:** None  
**ABSTAIN:** None

- a. **Approved Accounts Payable:** October 16, 2015  
October 22, 2015
- b. **Approved Amended City Council Minutes:** September 15, 2015

- c. **Approved** Final Parcel Map (PM14-03) for 1274 H Street, Brawley, California

## **5. REGULAR BUSINESS**

- a. Discussion and Potential Action to Approve 1<sup>st</sup> Reading of Ordinance No. 2015-08: Ordinance of the City Council of the City of Brawley, California amending a No Parking Zone.

The City Council **approved** 1<sup>st</sup> Reading of Ordinance No. 2015-08: Ordinance of the City Council of the City of Brawley, California amending a No Parking Zone. m/s/c Nava/Campbell 5-0

- b. Discussion and Potential Action to Approve City Council Resolution No. 2015- : Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California amending the Fiscal Year 2015/2016 City of Brawley Budget for Wastewater in the amount of \$359,564.50 and award a contract to Sancon Engineering, Inc. for Project No. 2015-02 Sewer Manhole Rehabilitation in the amount of \$1,396,010.

The City Council **approved** City Council Resolution No. 2015-63: Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California amending the Fiscal Year 2015/2016 City of Brawley Budget for Wastewater in the amount of \$359,564.50 and award a contract to Sancon Engineering, Inc. for Project No. 2015-02 Sewer Manhole Rehabilitation in the amount of \$1,396,010. m/s/c Couchman/Wharton 5-0

- c. Discussion and Potential Action to Authorize Agreement with HDR Engineering, Inc. in the amount of \$21,700 to Provide Professional Engineering Services for the Preparation of the City of Brawley Local Limits Study Update.

The City Council **approved** the Authorization of the Agreement with HDR Engineering, Inc. in the Amount of \$21,700 to Provide Professional Engineering Services for the Preparation of the City of Brawley Local Limits Study Update. m/s/c Nava/Couchman 5-0

- d. Discussion and Potential Action to Alter City Council Meeting Time on November 17, 2015 to 5PM for Closed Session.

The City Council **approved** the change in City Council Meeting Time on November 17, 2015 to 5PM for Closed Session. m/s/c Noriega/Couchman 5-0

## **6. DEPARTMENTAL REPORTS**

- a. Monthly Staff Report, October, 2015 – Shirley Bonillas, Personnel & Risk Management Administrator.

## **7. INFORMATIONAL ITEMS**

- a. Record of Building Permits for September, 2015 – Francisco Soto, Building Official

## **8. CITY COUNCIL MEMBER REPORTS**

**Noriega:** Visited BUHS with CM Couchman and presented to students. Attended the dedication of the New Gym at Barbara Worth, League Dinner at Assaggio's, Veterans Wall Committee and Parks & Recreation Commission meetings. Met with Pat Dorsey and

CM Campbell regarding the La Gente Boxing Club A/C at the Elk's Building, Blue Knights Poker Run, American Legion Party in El Centro and also met with CM Campbell, City Manager and Steve Vasquez about concerns along South 9<sup>th</sup> Street.

**Couchman:** Attended Mega Mixer, BUHS Civics Class Presentation, Chamber Board Meeting, League Dinner, Rotary Fall Festival, Board of Supervisors Meeting and met the gentleman that toured Brawley to promote Cancer Awareness.

**Campbell:** Attended Mega Mixer, League Dinner, met with Pat Dorsey and CM Noriega regarding the A/C at the Elk's Building. Wished all candidates good luck.

**Wharton:** Attended Joint Chamber Mixer, Rotary Club Fall Festival, Las Chabela's gathering honoring local women, Gym Dedication at Barbara Worth, League Dinner, Events at Glamis and Camp Razor.

**Nava:** Attended Tree Dedication Ceremony at Hinojosa Park for Escalera's 40<sup>th</sup> Reunion, BUHS Civics Class Presentation, League Dinner and ICTC Meeting.

**9. CITY MANAGER'S REPORT**

- a. Announced Main Street closure on Plaza for maintenance of median and the crosswalk.
- b. Received 40 new strands of white lights with recent donations.

**10. TREASURER'S REPORT** None to report

**11. CITY ATTORNEY'S REPORT**

- a. Provided brief update on developers with issues.

**12. CITY CLERK'S REPORT** None to report

**ADJOURNMENT** @5:54 PM

---

**Alma Benavides, City Clerk**

**CITY COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: December 1, 2015

City Manager: 

**PREPARED BY:** Gordon R. Gaste, AICP CEP

**PRESENTED BY:** Gordon R. Gaste, AICP CEP

**SUBJECT:** Alley Vacation (AV15-01) - Brawley Union High School Parking Lot

**PLANNING COMMISSION RECOMMENDATION:** Approve the Alley Vacation (AV15-01).

**DISCUSSION:** The applicant, Brawley Union High School, is requesting the abandonment of a portion of an obsolete alley which is currently being used as a high school parking lot. The property is currently zoned Transportation with R-3 (Residential Medium Density) adjacent and is .01 acres in size. The alley has not been used for many years for that purpose. It also contains an inactive sewer line which would require proper abandonment per engineering standards.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** Resolution No. 2015- : Resolution of the City Council of the City of Brawley, California, Summarily Vacating a Right of Way, Expanded Staff Report, Locations Maps, Surveyor Legal Description & Map.

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA, SUMMARILY VACATING A RIGHT OF WAY

WHEREAS, the proceedings to vacate were conducted in accordance with Chapter 4, Part 3, Division 9 of the California Streets and Highways Code (Sections 8330, et seq.); and

WHEREAS, on December 1, 2015, the City Council of the City of Brawley ("City") considered whether the following described property should be summarily vacated:

A PARCEL OF LAND AND A PORTION OF AN ALLEY BEING A PART OF BLOCK 61, TOWNSITE OF BRAWLEY, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP No. 920 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

SAID PARCEL IS BEING BOUND ON THE NORTHERLY SIDE BY THE EASTERN EXTENTION OF THE SOUTH LINE OF LOT 5, AND BEING BOUND ON THE SOUTHERLY SIDE BY THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 61.

SAID PORTION OF AN ALLEY CONTAINS ±600 SQUARE FEET=± 0.01 ACRES MORE OR LESS.

WHEREAS, the portion to be vacated is described in the Legal Description in Exhibit "A" and Map shown in Exhibit "B"; and

WHEREAS, the Right of Way is impassable for vehicular travel and has not been used for the purpose for which it was granted for greater than 5 years; and

WHEREAS, no public money has ever been expended for maintenance of the Right of Way.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Right of Way is hereby summarily abandoned and vacated.
3. The City Clerk shall cause a Certified Copy of this resolution to be recorded in the Office of the Imperial County Recorder.

APPROVED, PASSED AND ADOPTED at a regular meeting held on the 1st day of December, 2015.

CITY OF BRAWLEY, CALIFORNIA

\_\_\_\_\_  
George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

STATE OF CALIFORNIA/  
COUNTY OF IMPERIAL/  
CITY OF BRAWELY

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California **DO HEREBY CERTIFY** that the foregoing Resolution No. 2015- was **passed and adopted** by the City Council of the City of Brawley, California, at a regular meeting held on the 1st day of December, 2015 and that it was so adopted by the following roll call vote: m/s/c

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

DATED: December 1, 2015

Alma Benavides, City Clerk

## **CITY COUNCIL STAFF REPORT**

**Abandonment/Vacation #:** Alley Vacation (AV15-01) - Brawley Union High School Parking Lot

**Property Owner:** City of Brawley

**Applicant:** Brawley Union High School District

**Representative:** Sanders Inc. Architecture/Engineering

**Legal Description:** Portion of an alley being part of Block 61 and being bound on the northerly side by the eastern extension of the south line of Lot 5 and being bound on the southerly side by the western extension of the south line of Lot 7, Townsite of Brawley, City of Brawley, State of California to be absorbed by APN 047-262-020

**Location:** Southeast corner of C Street and North Imperial Avenue

**Area:** 0.1 Acres (600) Square Feet

**Zoning:** Transportation/ R-3 (Residential Medium Density) adjacent

**Existing Use:** Parking Lot for High School

**Proposed Use:** Same

### **Surrounding Land Uses:**

<b>North -</b>	P-F (Public Facilities) / High School
<b>South -</b>	R-2 (Residential Medium Density) / Single Family Dwellings
<b>East -</b>	R-2 (Residential Medium Density) / Single Family Dwellings
<b>West-</b>	P-F (Public Facilities) / Junior High School

**General Plan Designation:** Transportation

**CEQA Status:** Exempt per 15305(a)

**CITY COUNCIL MEETING, DECEMBER 1, 2015,  
6:00 P.M., CITY COUNCIL CHAMBERS, 383 MAIN STREET,  
BRAWLEY, CALIFORNIA**

**Abandonment/Vacation: AV15-01**

**General Information:**

The applicant is requesting the abandonment of a portion of an obsolete alley which is currently being used as a high school parking lot. The property is currently zoned Transportation with R-3 (Residential Medium Density) adjacent and is .01 acres in size. Access is proposed via C Street. There are no zoning conditions currently imposed on this property.

**Information to the Committee:**

The alley has not been used for many years for that purpose. It also contains an inactive sewer line which would require proper abandonment per engineering standards.

**Staff Recommendation:**

On November 4, 2015, the Planning Commission recommended approval of the abandonment with the following conditions:

1. Property Owner, Applicant or Legal Representative shall defend, indemnify, and hold harmless the City of Brawley, or its agents, officers and employees from any claim, action or proceedings against the City or its agents, officers, or employees to attack, set aside, void or annul, an approval by the Planning Commission or City Council concerning the abandonment. The City of Brawley shall promptly notify the Property Owner, Applicant, or Legal Representative of any claim, action or proceedings and shall cooperate fully in the defense.
2. Any person or party who succeeds to the interest of the present owner by sale, assignment, transfer, conveyance, exchange or other means shall be bound by the conditions of approval.
3. Property Owner, Applicant, or Legal Representative shall pay all fees associated with review and approval of the abandonment.
4. The new property owner shall pay for all costs of abandoning the existing sewer line per Engineering standards.

The recommendation is based on the following findings:

1. The proposal is exempt from CEQA pursuant to Section 15305(a).
2. The location of the project and surrounding land uses make it unlikely the project will cause significant environmental impacts.
3. The alley vacation does not grant special privileges to the proponent.
4. Granting the alley vacation will not be detrimental to the public welfare or detrimental to the health and safety of the residents of the City of Brawley.
5. The size of the new parcel is consistent with the Zoning ordinance.
6. The size of the new parcel is consistent with the General Plan.
7. The alley is no longer in use or required by the City of Brawley.
8. The unused sewer line shall be disconnected and abandoned per Engineering Standards.
9. An easement shall be maintained for the Southern California Gas Company for the existing gas pipe.

**The Brawley General Plan Land Use Map** designates this property for **Transportation** land uses.

The alley will be absorbed into an adjacent **R-3 (Residential Medium Density)** lot requiring a minimum lot size of 7,500 square feet. The new parcel will result in a parcel of greater than 7,500 square feet.

**Abandonment/Vacation: AV15-01**

The Commission must determine the following:

- A. Will the Alley Vacation protect the best interest, health, safety and welfare of the public in general?
- B. The Alley Vacation complies with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.
- C. This Alley Vacation is in accordance with and in furtherance of the General Plan for Brawley, any special neighborhood plans or policies adopted by the City regarding the development area, or any approved concept plan.
- D. The Alley Vacation is adequately served by and will not impose an undue burden upon the public improvements and rights-of-way by which it will be served or benefited, or which exist or are planned for installation within its boundaries or their immediate vicinity.
- E. Any impacts created by the proposed Alley Vacation on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.
- F. The Alley Vacation is compatible with adjacent parcels.
- G. The proposed Alley Vacation is not materially detrimental to the enjoyment or valuation of the property adjacent to the site.

**ATTACHMENT:** Location Maps; Surveyor Legal Description and Map.

**NOTE TO THE PROPERTY OWNER:** CITY COUNCIL POLICY REQUIRES THAT THE APPLICANT OR REPRESENTATIVE BE PRESENT AT THE MEETING FOR THIS ITEM. PLEASE DIRECT ANY QUESTIONS CONCERNING THIS REPORT TO THE PLANNING DEPARTMENT AT (760) 344-8822.

**EXHIBIT "B"**

**ALLEY ABANDONMENT**

**LEGAL DESCRIPTION**

A PARCEL OF LAND AND A PORTION OF AN ALLEY BEING A PART OF BLOCK 61, TOWNSITE OF BRAWLEY, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP No. 920 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

SAID PARCEL IS BEING BOUND ON THE NORTHERLY SIDE BY THE EASTERN EXTENSION OF THE SOUTH LINE OF LOT 5, AND BEING BOUND ON THE SOUTHERLY SIDE BY THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 61.

SAID PORTION OF AN ALLEY CONTAINS  $\pm 600$  SQUARE FEET =  $\pm 0.01$  ACRES MORE OR LESS

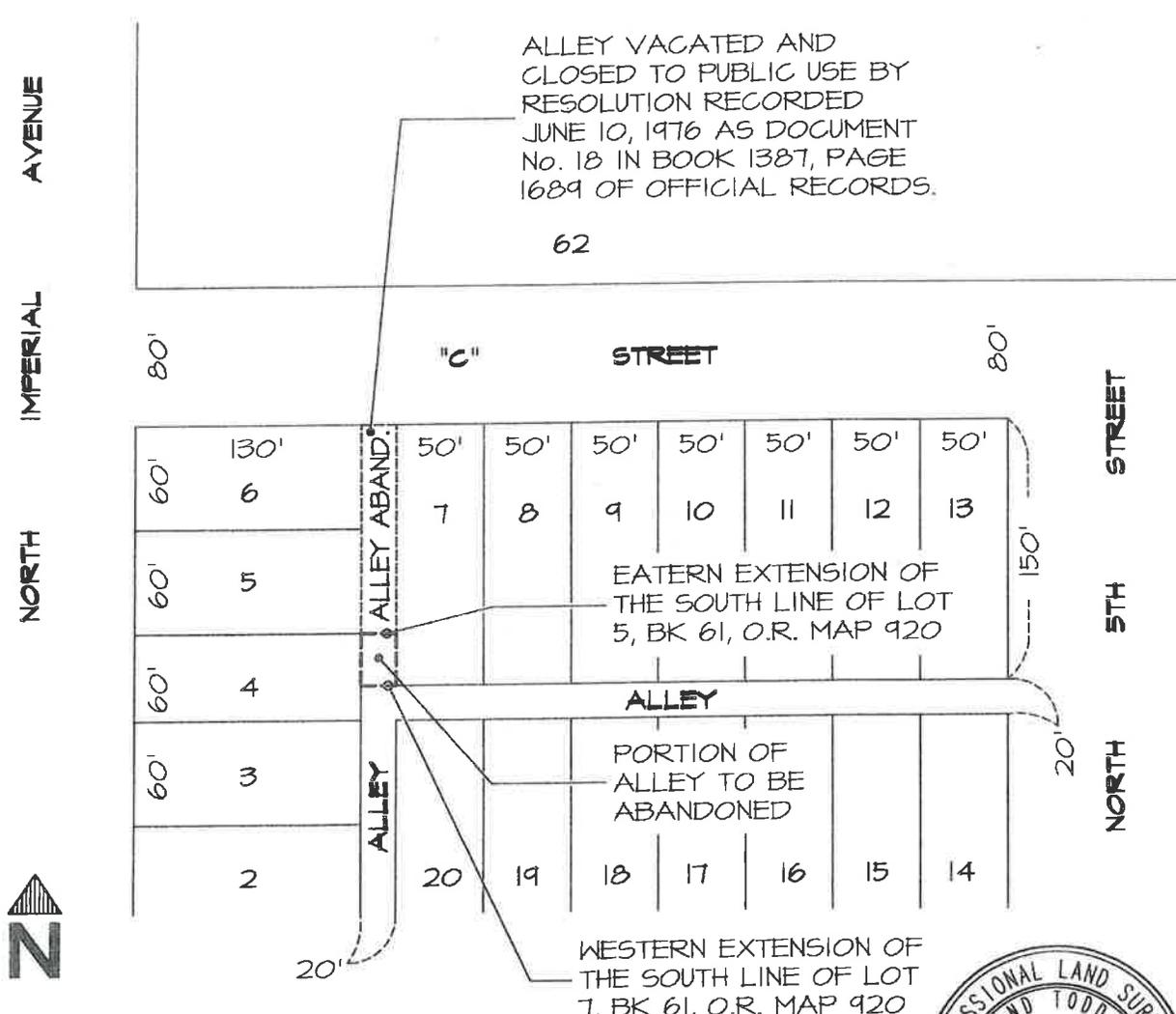
  
RAYMOND TODD DIAL, PLS 7341, LIC EXP. 12-31-2015



JULY 16, 2015  
DATE

# EXHIBIT "C"

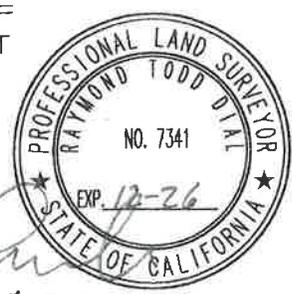
## ALLEY ABANDONMENT



**LEGEND**

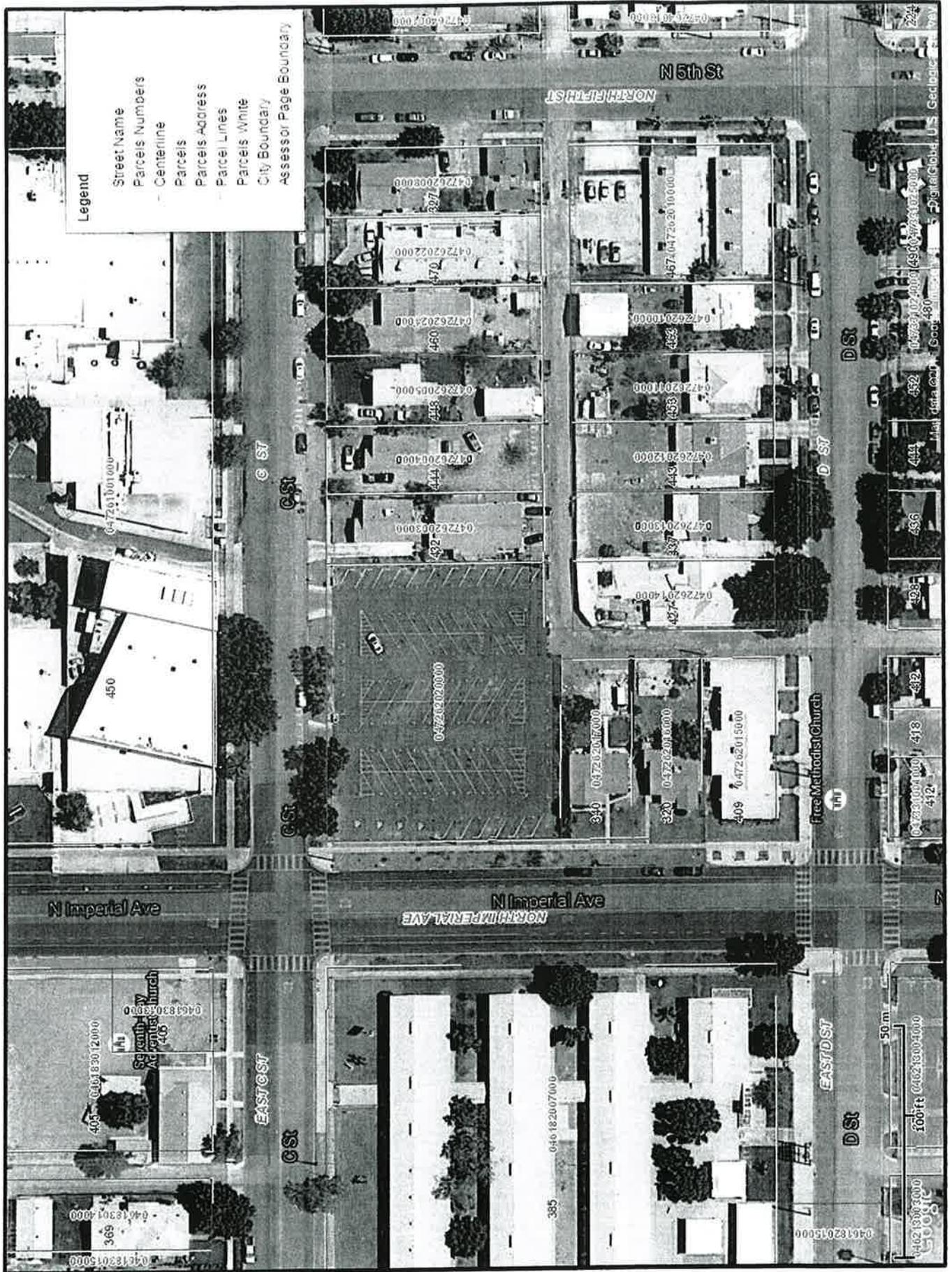
----- ALLEY TO BE ADONDED

- - - - - EXISTING ALLEY ABANDONMENT



<p><b>Sanders, inc.</b> <b>Architecture/Engineering</b></p> <p>1102 INDUSTRY WAY, SUITE A EL CENTRO, CA 92243 760 353 5440 FAX 760 353 5442</p>	Project Title <b>Brawley Union High School District</b>	Scale 1"=100'	Date 05-07-15
	Sheet Title <b>Alley Abandonment</b>	Drawing Number <b>1</b>	

AV15-01







RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA AMENDING THE FISCAL YEAR 2015/2016 CITY OF BRAWLEY BUDGET.

Amendment No. 2015-11: Department: City Manager

WHEREAS, Minute Order dated May 19, 2015 adopted the Fiscal Year 2015-2016 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2015-2016 General Fund Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2015-2016 City of Brawley Budget is hereby amended as follows:

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
		<b>TOTAL \$</b>	

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-131.000-730.100	Professional Services	\$1,500	
		<b>TOTAL \$1,500</b>	

REASON: Required budget adjustment to accomplish professional layout and production of Brawley Business Guide, developed by the Business Advisory Committee.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held December 1, 2015.

CITY OF BRAWLEY, CALIFORNIA

George A. Nava, Mayor

ATTEST:

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: December 1, 2015  
City Manager: 

**PREPARED BY:** Patricia Dorsey, Parks & Recreation Director

**PRESENTED BY:** Patricia Dorsey, Parks & Recreation Director

**SUBJECT:** Brawley Chamber of Commerce/Farmers Market Request for Alcohol Sales and Consumption on City Streets on Saturday, December 12, 2015, Saturday January 9, 2016, Saturday, February 13, 2016, Saturday, March 12, 2015, Saturday April 11, 2016

**CITY MANAGER RECOMMENDATION:** Approve as submitted, provided that all requirements of the "Guidelines for Use of Public Facilities" are met.

**DISCUSSION:** The Farmers Market season commenced on December 12, 2015 in the City of Brawley. The Chamber of Commerce organizes this event and involves the entire community in fun-filled days for all ages.

City Council approval is required to permit the Brawley Chamber of Commerce to sell alcohol on public property. With the Brawley Parks and Recreation Department serving as the special events hub, the Chamber will meet the requirements of the City's "Guidelines for Use of Public Facilities," including address of specific conditions associated with the Fire Department, Police Department, Risk Management and the Public Works Department.

EVENT	DATE	LOCATION
Farmers Market Series	Saturday, Dec. 12, 2015, 10AM to 2PM	South Plaza
	Saturday, Jan. 09, 2016, 10AM to 2PM	
	Saturday, Feb. 13, 2016, 10AM to 2PM	
	Saturday, Mar. 12, 2016, 10AM to 2PM	
	Saturday, April 09, 2016 10AM to 2PM	

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

**CITY COUNCIL AGENDA REPORT**  
**Successor Agency to Brawley Redevelopment Agency**

Meeting Date: 12/1/2015

City Manager:



**PREPARED BY:** Ruby D. Walla, Finance Director

**PRESENTED BY:** Ruby D. Walla, Finance Director

**SUBJECT:** Resolution and corresponding actions of the Successor Agency to Brawley Redevelopment Agency (the "Successor Agency") regarding the issuance of a series of its Tax Allocation Refunding Bonds (the "Bonds") to provide for the refinancing of the Brawley Community Redevelopment Agency Brawley Redevelopment Project Area No. 1 2006 Tax Allocation Bonds (the "Refunded Bonds")

**RECOMMENDATION:** It is recommended that the Successor Agency adopt a Resolution of the Successor Agency to the Brawley Community Redevelopment Agency Authorizing a Preliminary and Final Official Statement, a Continuing Disclosure Agreement and Purchase Agreement and Authorizing Certain Actions Relating Thereto.

**DISCUSSION:** On October 6, 2015, the Successor Agency adopted Resolution No. 2015-60, authorizing the Successor Agency to issue the Bonds in compliance with the provisions of Section 34177.5 of the Health and Safety Code of the State of California. To proceed with the issuance, the Successor Agency must now approve a Preliminary Official Statement, a Continuing Disclosure Agreement and a Purchase Agreement. The Preliminary Official Statement describes the terms of the bonds, the project area, the Successor Agency, tax revenues and other information for potential investors. It also discloses certain risks to investors. The Continuing Disclosure Agreement is the contract by which the Successor Agency is obligated to provide to the municipal marketplace certain annual financial and operating information and notice of events specified by Rule 15c2-12 of the Securities and Exchange Commission. The Purchase Agreement is the contract between the Successor Agency and the underwriter, pursuant to which the underwriter agrees to buy the Bonds when issued, subject to certain termination events, for resale to investors.

**ATTACHMENTS:** 1) Resolution of the Successor Agency to the Brawley Community Redevelopment Agency Authorizing a Preliminary and Final Official Statement, a Continuing Disclosure Agreement and Purchase Agreement and Authorizing Certain Actions Relating Thereto; 2) Continuing Disclosure Agreement; 3) Purchase Agreement; 4) Indenture; 5) Preliminary Official Statement

RESOLUTION NO. 2015-

**RESOLUTION OF THE SUCCESSOR AGENCY TO BRAWLEY COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT AND PURCHASE AGREEMENT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO**

**WHEREAS**, the Brawley Community Redevelopment Agency (the "Predecessor Agency") was a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers under and pursuant to the provisions of the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) (the "Health and Safety Code"), and the powers of the Predecessor Agency included the power to issue bonds for any of its corporate purposes; and

**WHEREAS**, the Predecessor Agency previously issued its \$5,875,000 principal amount of Brawley Community Redevelopment Agency Brawley Redevelopment Project Area No. 1 2006 Tax Allocation Bonds (the "Refunded Bonds"), currently outstanding in the aggregate principal amount of \$4,885,000, for the purpose of funding certain redevelopment projects of the Predecessor Agency; and

**WHEREAS**, on October 6, 2015, pursuant to Resolution No. 2015-60 (the "Authorizing Resolution"), the Successor Agency to Brawley Community Redevelopment Agency (the "Successor Agency") authorized the issuance of its Tax Allocation Refunding Bonds, Series 2015A (the "Bonds") to achieve debt service savings by refunding the Refunded Bonds; and

**WHEREAS**, in furtherance of the Authorizing Resolution, the Successor Agency now desires to approve a Preliminary Official Statement, a Continuing Disclosure Agreement and a Purchase Agreement in connection with the sale, issuance and delivery of the Bonds;

**NOW THEREFORE**, the Board of Directors (the "Board") of the Successor Agency resolves, determines and orders as follows:

**Section 1. Findings.** The Board hereby finds and determines that the recitals hereto are true and correct.

**Section 2. Preliminary Official Statement.** The Board hereby approves the Preliminary Official Statement substantially in the form on file with the Secretary, a copy of which has been made available to the Board, with such changes therein as the Chairperson, the Executive Director or any member of the Board, and any of their respective designees (each an "Authorized Representative") may determine necessary, to be furnished to the underwriter for the Bonds. The Board authorizes any Authorized Representative to deem the Preliminary Official Statement to be final within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12, subject to completion of those items permitted by such Rule. Any Authorized Representative is hereby authorized and directed to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement hereby approved, with such additions thereto and changes therein as are consistent with this Resolution and approved by an Authorized Representative, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 3. Continuing Disclosure Agreement.** The Continuing Disclosure Agreement, in substantially the form on file with the Secretary, a copy of which has been made available to the Board, is hereby approved. Any Authorized Representative is hereby authorized to execute and deliver the Continuing Disclosure Agreement in substantially the form on file, with such revisions, amendments and completions as shall be approved by an Authorized Representative, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4. Purchase Agreement.** The Purchase Agreement, in substantially the form on file with the Secretary, a copy of which has been made available to the Board, is hereby approved. Any Authorized Representative is hereby authorized to execute and deliver the Purchase Agreement in substantially the form on file, with such revisions, amendments and completions as shall be approved by an Authorized Representative, such approval to be conclusively evidenced by the execution and delivery thereof. The total principal amount of Bonds shall not exceed \$4,800,000 and the Underwriter's discount or fee (excluding any original issue discount) shall not exceed 1.07% of the original principal amount of the Bonds.

**Section 5. General Authorization.** Each Authorized Representative and any other officer of the Successor Agency is hereby authorized to execute and deliver any and all agreements, documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable in connection with the delivery of the Preliminary Official Statement and the final Official Statement, the Continuing Disclosure Agreement and the Purchase Agreement and for carrying out the transactions contemplated by this Resolution and the Authorizing Resolution. Such actions heretofore taken by such officers or their designees are hereby ratified, confirmed and approved.

**Section 9. Effective Date.** This resolution shall take effect from and after the date of its passage and adoption.

**APPROVED, PASSED AND ADOPTED** at a regular meeting held on the 1st day of December, 2015.

**CITY OF BRAWLEY, CALIFORNIA**

George A. Nava, Chairperson

**ATTEST:**

Alma Benavides, Secretary

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWELY

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California **DO HEREBY CERTIFY** that the foregoing Resolution No. 2015- was **passed and adopted** by the City Council of the City of Brawley, California, at a regular meeting held on the 1st day of December, 2015 and that it was so adopted by the following roll call vote: m/s/c

**AYES:**  
**NAYES:**  
**ABSENT:**  
**ABSTAIN:**

**DATED:** December 1, 2015

---

**Alma Benavides**, Secretary

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Successor Agency to the Successor Agency to the Community Brawley Redevelopment Agency (the “Successor Agency”) and \_\_\_\_\_, as dissemination agent (the “Dissemination Agent”), in connection with the issuance of \$[Series A Par] aggregate principal amount of Successor Agency to the Community Brawley Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A (the “Bonds”). The Bonds are being issued by the Successor Agency pursuant to an Indenture, dated as of [Dated Date] (the “Indenture”), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The Successor Agency and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Successor Agency for the benefit of the Owners and Beneficial Owners of the Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Successor Agency pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Business Day” means any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Trustee is located are authorized to close, or (ii) a day on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean initially, \_\_\_\_\_, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Successor Agency, and which has filed with the Successor Agency a written acceptance of such designation, with a copy to the Trustee.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30, or any twelve-month or fifty-two week period hereafter selected by the Successor Agency, with notice of such selection or change in fiscal year to be provided as set forth herein.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended, or any other entity designated or authorized by the United States Securities and Exchange Commission to receive reports pursuant to the

Rule. Until otherwise designated by the MSRB or the United States Securities and Exchange Commission, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement, dated \_\_\_\_\_, 2015, relating to the Bonds.

“Owner” shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of California.

SECTION 3. Provision and Contents of Annual Report.

(a) Not later than March 31 of each year, commencing with March 31, 2016, the Successor Agency shall cause the Dissemination Agent to provide the MSRB, through EMMA, with a written report that shall include the following information:

- The assessed values of the Project Area included in the Official Statement in a similar format as provided in the Official Statement under “THE PROJECT AREA”;
- The list of top ten largest taxpayers in the Project Area included in a similar format as provided in the Official Statement;
- For the most recent Fiscal Year completed, the information regarding tax revenues in a similar format as the information provided in the Official Statement under;
- The Debt Service Coverage for the Bond Year ending on the immediately preceding October 1 for the Bonds;
- The total amount of Pledged Tax Revenues deposited into the Redevelopment Property Tax Trust Fund by the County Auditor-Controller since the previous December 1.

(b) So long as any Bonds remain outstanding, the Successor Agency shall, or shall cause the Dissemination Agent to, not later than March 31 of each year, commencing with March 31, 20\_\_, provide to the MSRB, through EMMA, a postaudit of the financial transactions and records of the Successor Agency for the Fiscal Year. If the Successor Agency’s postaudit is not available by the time such postaudit is required to be filed pursuant to this Section 3(b), an unaudited statement of financial transactions and records of the Successor Agency in a format required by Section 34177(n) of the Health

and Safety Code shall be provided to the Dissemination Agent, and the postaudit shall be filed in the same manner as the Annual Report when they have become available. The postaudit may be included in the annual financial statements of the City of Brawley or may be a separate document.

(c) Not later than March 15 of each year, the Successor Agency shall provide the Dissemination Agent with the portion of the Annual Report identified in Section 3(a) of this Disclosure Agreement. Not later than 15 Business Days prior to the date specified in Section 3(b) for providing the postaudit to the MSRB, through EMMA, the Successor Agency shall provide the Dissemination Agent with the postaudit identified in Section 3(b). If by either such date, the Dissemination Agent has not received a copy of the relevant portion of the Annual Report, the Dissemination Agent shall contact the Successor Agency to determine if the Successor Agency is in compliance with Section 3(a) or Section 3(b), as applicable. The Successor Agency shall provide a written certification with each portion of the Annual Report furnished to the Dissemination Agent with a copy to the Trustee (if not the Dissemination Agent) to the effect that such portion of the Annual Report constitutes the relevant portion of Annual Report required to be furnished by it hereunder. The Dissemination Agent and the Trustee may conclusively rely upon such certification of the Successor Agency and shall have no duty or obligation to review such Annual Report.

(d) The Annual Report must be submitted in electronic format, accompanied by such identifying information as provided by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 3(e) of this Disclosure Agreement. If the Fiscal Year changes for the Successor Agency, the Successor Agency shall give notice of such change in the manner provided under Section 5(e) hereof.

(e) Any or all of the items listed above may be included by specific reference to other documents, including official statements or other disclosure documents of debt issues of the Successor Agency or related public entities, available to the public on EMMA or filed with the SEC. The Successor Agency shall clearly identify each such other document so included by reference.

(f) The contents, presentation and format of the Annual Reports may be modified from time to time as determined in the judgment of the Successor Agency to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Successor Agency or to reflect changes in the business, structure, operations, legal form of the Successor Agency; provided that any such modifications shall comply with the requirements of the Rule.

(g) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) or (b), the Dissemination Agent shall send a notice to the MSRB in substantially the form attached as Exhibit A:

(h) The Dissemination Agent shall:

- (i) determine the electronic filing address of, and then-current procedures for submitting Annual Reports to, the MSRB prior to the date for providing the Annual Reports; and
- (ii) to the extent known to the Dissemination Agent file a report with the Successor Agency and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Reserved.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not more than ten (10) Business Days after the event:

- (i) principal and interest payment delinquencies;
- (ii) defeasances;
- (iii) tender offers;
- (iv) rating changes;
- (v) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701-TEB);
- (vi) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (vii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (viii) substitution of credit or liquidity providers or their failure to perform; or
- (ix) bankruptcy, insolvency, receivership or similar proceedings.

For these purposes, any event described in the immediately preceding clause (ix) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Successor Agency in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Successor Agency, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Successor Agency.

(b) Pursuant to the provisions of this Section 5, the Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(i) the consummation of a merger, consolidation or acquisition involving the Successor Agency or the sale of all or substantially all of the assets of the Successor Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions;

(ii) appointment of a successor or additional Trustee or the change of the name of a Trustee;

(iii) non-payment related defaults;

- (iv) modifications to the rights of Owners;
- (v) Bond calls;
- (vi) release, substitution or sale of property securing repayment of the Bonds;

or

(vii) in addition to the adverse tax opinions or determinations of taxability described in Section 5(a)(5) above, any other notices or determinations with respect to the tax status of the Bonds.

(c) Whenever the Successor Agency obtains knowledge of the occurrence of a Listed Event, described in subsection (b) of this Section 5, the Successor Agency shall as soon as possible determine if such event would be material under applicable federal securities law.

(d) If the Successor Agency determines that knowledge of the occurrence of a Listed Event described in subsection (b) of this Section 5 would be material under applicable federal securities law, the Successor Agency shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report the occurrence to EMMA in a timely manner not more than ten (10) Business Days after the event.

(e) If the Dissemination Agent has been instructed by the Successor Agency to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

SECTION 6. Filings with the MSRB. All information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Disclosure Agreement shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The Successor Agency's obligations under this Disclosure Agreement with respect to the Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all Outstanding Bonds. If such termination occurs prior to the final maturity of the Bonds, the Successor Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. Dissemination Agent. The Successor Agency may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be First Southwest Company, LLC.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Successor Agency may amend this Disclosure Agreement, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Agreement may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Successor Agency to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Successor Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Successor Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Successor Agency shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Successor Agency or the Dissemination Agent (if the Dissemination Agent is other than the Successor Agency) to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of outstanding Bonds with indemnification satisfactory to it, shall), or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency or the Dissemination Agent (if the Dissemination Agent is other than the Successor Agency), as the case may be, to comply with its obligations under this Disclosure Agreement. The sole remedy under this Disclosure Agreement in the event of any failure of the Successor Agency or the Dissemination Agent (if the Dissemination Agent is other than the Successor Agency) to comply with this Disclosure Agreement shall be an action to compel performance. The Trustee shall not owe any fiduciary duty to the Participating Underwriter nor shall its failure to comply with the request of any Participating Underwriter result in a breach of any of its fiduciary duties owed to the Owners.

SECTION 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Successor Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Successor Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. If the Trustee performs the duties assigned to it hereunder, the Dissemination Agent shall not be responsible to any person for any failure by the Successor Agency or the Dissemination Agent (if other than the Trustee) to perform duties or obligations imposed hereby. The Dissemination Agent shall have the same rights and protections hereunder as accorded to the Trustee under the Indenture. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with the MSRB shall be prepared and provided to it by the Successor Agency. The Dissemination Agent has undertaken no responsibility with respect to any reports, notices or disclosures provided to it under this Disclosure Agreement, and has no liability to any person, including any owner of Bonds, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Successor Agency shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Successor Agency.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Successor Agency, the Trustee, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity. No person shall have any right to commence any action against the Trustee or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Neither the

Trustee nor the Dissemination Agent shall be liable under any circumstances for monetary damages to any person for any breach of this Disclosure Agreement.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed and construed in accordance with the laws of the State.

SECTION 15. Counterparts. This Disclosure Agreement 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.

Dated: \_\_\_\_\_, 2015

SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY

By \_\_\_\_\_  
Chair  
\_\_\_\_\_, as Dissemination Agent

By \_\_\_\_\_  
Authorized Representative

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Party: Successor Agency to Brawley Community Redevelopment  
(the "Successor Agency")

Name of Bond Issue: \$[Series A Par] aggregate principal amount of Successor Agency to  
Brawley Community Redevelopment Agency Tax Allocation Refunding  
Bonds, Series 2015A (the "Bonds")

Date of Issuance: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Successor Agency has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated \_\_\_\_\_, 2015, with respect to the Bonds. [The Successor Agency anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, as Dissemination  
Agent, on behalf of the Successor Agency

§ \_\_\_\_\_  
SUCCESSOR AGENCY TO THE  
BRAWLEY COMMUNITY REDEVELOPMENT AGENCY  
Tax Allocation Refunding Bonds, Series 2015A

**PURCHASE AGREEMENT**

\_\_\_\_\_, 2015

Successor Agency to Brawley Community Redevelopment Agency  
c/o City of Brawley  
383 W Main Street  
Brawley, California 92227  
Attention: Executive Director

Ladies and Gentlemen:

The undersigned, BOSC, Inc. a subsidiary of BOK Financial Corporation (the "Underwriter"), offers to enter into this purchase agreement (the "Purchase Agreement") with the Successor Agency to Brawley Community Redevelopment Agency (the "Successor Agency"), which will be binding upon the Successor Agency and the Underwriter upon the acceptance hereof by the Successor Agency. This offer is made subject to its acceptance by the Successor Agency by execution of this Purchase Agreement and its delivery to the Underwriter on or before 11:59 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture as hereinafter defined.

(i) Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Successor Agency hereby agrees to sell to the Underwriter, and the Underwriter hereby agrees to purchase from the Successor Agency, all (but not less than all) of the: (i) \$\_\_\_\_\_ aggregate principal amount of the Successor Agency to the Brawley Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A (the "Bonds"); at the purchase price equal to \$\_\_\_\_\_ (being the aggregate principal amount thereof plus/less an original issue premium/discount of \$\_\_\_\_\_ and less an Underwriter's discount of \$\_\_\_\_\_).

The Underwriter shall wire directly to the Insurer (defined herein) the premiums with respect to the Policies (defined herein).

The Successor Agency acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Successor Agency and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Successor Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other

services to the Successor Agency on other matters); and (iv) the Successor Agency has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

2. Description of the Bonds. The Bonds shall be issued and sold to the Underwriter pursuant to an Indenture, dated as of \_\_\_\_\_, 2015 (the "Indenture"), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the Constitution and the laws of the State of California, including Article 11 (commencing with Section 53580 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Bond Law") and Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code of the State of California, as amended on June 27, 2012 by Assembly Bill 1484 (as amended from time to time, the "Dissolution Act"), resolutions of the Successor Agency adopted on October 6, 2015 and December 1, 2015 (collectively, the "Successor Agency Resolutions"), and a resolution of the Oversight Board to the Successor Agency to the Brawley Community Redevelopment Agency (the "Oversight Board") adopted on October 9, 2015 (the "Oversight Board Resolution"). The Bonds shall be as described in the Indenture and the Official Statement, as defined herein, relating to the Bonds.

Proceeds of the Bonds will be applied: (i) to refund and defease a portion of the currently outstanding Brawley Community Redevelopment Agency Brawley Redevelopment Project Area No. 1 2006 Tax Allocation Bonds (the "Prior Bonds") in the amount of \$ \_\_\_\_\_; (ii) to acquire a municipal bond insurance policy (the "2015A Policy") from \_\_\_\_\_ (the "Insurer"); (iii) to acquire a debt service reserve insurance policy (the "2015A Reserve Policy") from the Insurer; and (iv) to pay the costs of issuance of the Bonds.

3. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth on Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

4. Delivery of Official Statement. The Successor Agency has delivered or caused to be delivered to the Underwriter prior to the execution of this Purchase Agreement or the first offering of the Bonds, whichever first occurs, copies of the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"). Such Preliminary Official Statement is the preliminary official statement deemed final by the Successor Agency for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") and approved for distribution by resolution of the Successor Agency.

The Successor Agency hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the earlier of: (i) the business day preceding the Closing Date (as defined herein); or (ii) the seventh (7th) business day following the date of this Purchase Agreement: (A) the form of the final Official Statement relating to the Bonds in "designated electronic format" (as defined in Municipal Securities Rulemaking Board ("MSRB") Rule G-32; and (B) copies of the final Official Statement relating to the Bonds, dated the date hereof, in the form of the Preliminary Official Statement, with such changes thereto, as may be approved by the Underwriter (including the appendices thereto and any amendments or supplements as have been approved by the Successor Agency and the Underwriter, the "Official Statement"), in such quantity as the Underwriter shall

reasonably request. The Successor Agency hereby approves of the distribution and use by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the Successor Agency and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the Successor Agency hereby confirms that it does not object to distributions of the Official Statement in electronic form.

5. The Closing. At 8:00 a.m., California time, on \_\_\_\_\_, 2015, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Successor Agency and the Underwriter (the "Closing Date"), the Successor Agency will deliver: (i) the Bonds in book-entry form through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed; and (ii) the closing documents hereinafter mentioned at the offices of Norton Rose Fulbright US LLP ("Bond Counsel"), in Los Angeles, California, or another place to be mutually agreed upon by the Successor Agency and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by federal wire transfer to the order of the Trustee on behalf of the Successor Agency. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing."

6. Successor Agency Representations, Warranties and Covenants. The Successor Agency represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Successor Agency is a public body, corporate and politic, organized and existing under the laws of the State of California (the "State") with full right, power and authority to adopt the Successor Agency Resolutions, to issue the Bonds and to execute, deliver and perform its obligations under the Bonds, this Purchase Agreement, the Indenture, the Escrow Agreement, dated as of \_\_\_\_\_ 1, 2015 (the "Escrow Agreement") by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent (the "Escrow Agent"), and the Continuing Disclosure Agreement, dated as of \_\_\_\_\_ 1, 2015 (the "Continuing Disclosure Agreement") by and between the Successor Agency and \_\_\_\_\_, as dissemination agent (collectively, the "Successor Agency Documents") and to carry out and consummate the transactions contemplated by the Successor Agency Documents and the Official Statement.

(b) Due Authorization and Approval. By all necessary official action, the Successor Agency has duly adopted the Successor Agency Resolutions at meetings properly noticed at which a quorum was present and acting throughout and has duly authorized and approved the execution and delivery of, and the performance by the Successor Agency of the obligations contained in, the Official Statement and the Successor Agency Documents, and as of the date hereof, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Successor Agency Documents will constitute the legally valid and binding obligations of the Successor Agency enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against redevelopment agencies in the State of California. The Successor Agency has complied, and will at the Closing be in compliance in all respects, with the terms of the Successor Agency Documents.

(c) Official Statement, Accurate and Complete. The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not contain and up to and including the Closing will not contain a misstatement of any material fact and do not, and up to and including the Closing will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except that this representation does not include information relating to DTC or the book-entry only system).

(d) Underwriter's Consent to Amendments and Supplements to Official Statement. The Successor Agency will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Successor Agency will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) No Breach or Default. As of the time of acceptance hereof and as of the time of the Closing, except as otherwise disclosed in the Official Statement, the Successor Agency is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Successor Agency is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and, as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the Successor Agency Documents, and compliance with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance agreement or other to which the Successor Agency (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Successor Agency Documents.

(f) No Litigation. As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened: (i) in any way questioning the corporate existence of the Successor Agency or the titles of the officers of the Successor Agency to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the other Successor Agency Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Successor Agency or its authority to issue the Bonds; (iii) which may result in any material adverse change relating to the Successor Agency; (iv) contesting the completeness or accuracy of the Preliminary Official

Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this paragraph.

(g) Preliminary Official Statement. For purposes of the Rule, the Successor Agency has heretofore deemed final the Preliminary Official Statement prior to its use and distribution by the Underwriter, except for the information specifically permitted to be omitted by paragraph (b)(l) of the Rule.

(h) End of Underwriting Period. Until the date which is twenty-five (25) days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the Successor Agency is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the Successor Agency shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time, and the Successor Agency shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term “end of the underwriting period” means the later of such time as: (i) the Successor Agency delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Successor Agency at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(i) Tax Exemption. The Successor Agency will refrain from taking any action with regard to which the Successor Agency may exercise control that results in the inclusion in gross income for federal or State of California income tax purposes of the interest on the Bonds.

(j) Prior Continuing Disclosure Undertaking. Except as disclosed in the Official Statement, the Successor Agency has not defaulted under any prior continuing disclosure undertaking in the previous five years.

(k) Oversight Board Approval. The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement.

(l) Department of Finance Approval. The Department of Finance of the State (the “Department of Finance”) has issued a Final and Conclusive Determination Letter (the “Final and Conclusive Determination Letter”) approving the issuance of the Bonds and the payment of debt service on the Bonds for the term of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the

Successor Agency is not aware of the Department of Finance directing or having any basis to direct the County of Imperial Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Successor Agency pursuant to Section 34183 of the Dissolution Act.

7. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the Successor Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement to purchase and pay for the Bonds shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Successor Agency contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing: (i) the Successor Agency Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter; and (ii) there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Successor Agency Documents.

(c) Termination Events. The Underwriter shall have the right to terminate the Underwriter's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the Successor Agency of its election to do so if, after the execution hereof and prior to the Closing, any of the following events occurs:

(i) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State of California, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation by the staff of either such Committee, or by the staff of the Joint Committee on taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority affecting the federal or state tax status of the Successor Agency, or the interest on bonds or notes (including the Bonds); or

(ii) there shall exist any event which in the reasonable opinion of the Underwriter either: (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement; or (ii) is not reflected in the Official Statement but should be

reflected therein to make the statements and information contained therein not misleading in any material respect; or

(iii) there shall have occurred any new outbreak of hostilities or other national or international calamity or crisis or the escalation of any such outbreak, calamity or crisis, the effect of such outbreak, calamity, crisis or escalation on the financial markets of the United States being such as would make it impracticable, in the reasonable opinion of the Underwriter, for the Underwriter to sell the Bonds; or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by orders of the Securities and Exchange Commission or any other governmental authority; or

(v) a general banking moratorium shall have been declared by either federal, California or New York authorities having jurisdiction and be in force; or

(vi) there shall be established any new restrictions on transactions in securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(vii) an adverse event has occurred affecting the financial condition or operation of the Successor Agency which, in the opinion of the Underwriter, requires or has required a supplement or amendment to the Official Statement; or

(viii) any rating of the securities of the Successor Agency shall have been downgraded, suspended or withdrawn by a national rating service, or there shall have been any official statement by a national rating service as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification), in either case which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(ix) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the authentication, delivery, offering or sale of obligations of the general character of the Bonds, or the authentication, delivery, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that

obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(xi) the commencement of any action, suit or proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Successor Agency after due investigation, threatened: (i) in any way questioning the corporate existence of the Successor Agency or the titles of the officers of the Successor Agency to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the authentication or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds, the Successor Agency Documents or the consummation of the transactions contemplated thereby or contesting the powers of the Successor Agency to enter into the Successor Agency Documents; (iii) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Successor Agency or to its ability to pay debt service on the Bonds when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which, in the reasonable judgment of the Underwriter, materially adversely affects the market price of the Bonds.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Bonds (unless the context otherwise indicates) the following documents; provided that the acceptance of the Bonds by the Underwriter on the Closing Date shall conclusively evidence the satisfaction of the requirements of this subsection (d) or the waiver by the Underwriter of any discrepancies in documents which are not in strict conformity with the requirements of this subsection (d):

(i) *Bond Opinion*. An approving opinion of Bond Counsel dated the date of the Closing and substantially in the form appended to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the approving opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(ii) *Supplemental Opinion*. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) The Purchase Agreement has been duly authorized, executed and delivered by the Successor Agency and is a valid and binding agreement of the Successor Agency;

(B) The statements contained in the Official Statement pertaining to the Bonds under the captions "INTRODUCTION," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," and "TAX MATTERS," and in Appendix A—"SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," Appendix B—"FORM OF BOND COUNSEL OPINION" and Appendix D—"FORM OF CONTINUING DISCLOSURE

AGREEMENT,” excluding any material that may be treated as included under such captions and appendices by cross-reference, insofar as such statements expressly summarize certain provisions of the Bonds, the Indenture, the Continuing Disclosure Agreement and such counsel’s final opinion concerning certain federal tax matters relating to the Bonds, are accurate in all material respects; and

(C) The Bonds are not subject to registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended;

(D) The Prior Bonds are no longer outstanding and have been legally defeased in accordance with the provisions of the indenture pursuant to which they were issued.

(iii) *Oversight Board Documents.*

(A) A certified copy of the Oversight Board Resolution; and

(B) A certificate of the Clerk to the Oversight Board to the effect that the Oversight Board Resolution is in full force and effect and has not been modified, amended, rescinded or repealed since the date of its adoption;

(iv) *Successor Agency Counsel Opinion.* An opinion of the legal counsel to the Successor Agency, dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to Bond Counsel and the Underwriter, substantially to the following effect (and including such additional matters as may be reasonably required by Bond Counsel or the Underwriter): [We may need to give (A), (B) and (C) and leave the rest for an Agency certificate, the Successor Agency Counsel has not been involved. Please advise if this is an issue.]

(A) The Successor Agency is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California;

(B) The Successor Agency Resolutions approving and authorizing the execution and delivery of the Successor Agency Documents and approving the Official Statement have been duly adopted, and the Successor Agency Resolutions are in full force and effect and have not been modified, amended, rescinded or repealed since their respective dates of adoption;

(C) The Successor Agency Documents have been duly authorized, executed and delivered by the Successor Agency and constitute valid, legal and binding agreements of the Successor Agency enforceable in accordance with their respective terms;

(D) Reserved;

(E) Except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or threatened against the Successor Agency, challenging the creation, organization or existence of the Successor Agency, or the validity of the Successor Agency Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Successor Agency Documents or contesting the authority of the Successor Agency to enter into or perform its obligations under any of the Successor Agency Documents, or which, in any manner, questions the

right of the Successor Agency to use the tax increment for repayment of the Bonds or affects in any manner the right or ability of the Successor Agency to collect or pledge the tax increment from the Project Area (as defined in the Official Statement) as described in the Official Statement; and

(F) Except as otherwise disclosed in the Official Statement, there are no outstanding bonds of the Successor Agency which are payable out of tax increment from the Project Area.

(v) *Disclosure Opinion.* An opinion of Norton Rose Fulbright US LLP, Disclosure Counsel to the Successor Agency, dated the Closing Date, addressed to the Underwriter to the effect that, without passing upon or assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement or making any representation that such counsel has independently verified the accuracy, completeness or fairness of any such statements, in such counsel's capacity as Disclosure Counsel to the Successor Agency, to assist it in part of its responsibility with respect to the Official Statement, such counsel participated in conferences with representatives of the Successor Agency, Bond Counsel, the Fiscal Consultant, the Underwriter and others, during which the contents of the Official Statement and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon and on the records, documents, certificates, opinions and matters mentioned above, such counsel advises as a matter of fact and not opinion that, during the course of such counsel's role as disclosure counsel with respect to the Bonds, no facts came to the attention of the attorneys in such firm rendering legal services in connection with such role which caused such counsel to believe that the Official Statement as of its date (except for any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about DTC, the book-entry system, and the appendices included or referred to therein, which are expressly excluded from the scope of such opinion and as to which such counsel shall express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No responsibility is undertaken or opinion rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by, or incorporated by reference in, the Official Statement;

(vi) *Trustee and Escrow Agent Counsel Opinion.* The opinion of counsel to the Trustee and Escrow Agent, dated the date of the Closing, addressed to the Underwriter, in form and substance satisfactory to the Underwriter and to Bond Counsel;

(vii) *Successor Agency Certificate.* A certificate of the Successor Agency, dated the date of the Closing, signed on behalf of the Successor Agency by the Executive Director or other duly authorized officer of the Successor Agency to the following effect:

(A) The representations, warranties and covenants of the Successor Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Successor Agency has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Successor Agency at or prior to the date of the Closing; and

(B) No event affecting the Successor Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

[add more?]

(viii) *Trustee's and Escrow Agent's Certificate.* A certificate of the Trustee and Escrow Agent, dated the date of Closing, addressed to the Successor Agency and the Underwriter, in form and substance acceptable to the Underwriter and to Bond Counsel;

(ix) *Fiscal Consultant's Certificate.* A certificate of HdL Coren & Cone, dated the date of the Closing, addressed to the Successor Agency and the Underwriter, in form and substance acceptable to the Underwriter, certifying as to the accuracy of Appendix H—"FISCAL CONSULTANT'S REPORT" to the Official Statement and the information in the Official Statement under the caption "THE PROJECT AREA." and consenting to the inclusion of such firm's Fiscal Consultant's Report in the Preliminary Official Statement and the Official Statement, and stating that to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date hereof which would materially alter any of the conclusions set forth in such report; and

(x) *Documents.*

(A) An original executed copy of each of the Successor Agency Documents, which shall be delivered and in full force and effect;

(B) The Official Statement, approved by the Successor Agency;

(C) A certificate, dated the date of the Preliminary Official Statement, of the Successor Agency, to the effect that, for purposes of compliance with the Rule, the Successor Agency deems the Preliminary Official Statement to be final as of its date;

(D) A tax certificate with respect to maintaining the tax-exempt status of the Bonds, duly executed by the Successor Agency;

(E) Copies of the preliminary and final notices to the California Debt and Investment Advisory Commission relating to the Bonds;

(xi) Evidence that the ratings on the Bonds are as described in the Official Statement;

(xii) The Policies and Reserve Policies;

(xiii) An opinion of counsel to Insurer addressed to the underwriter and the Successor Agency as to the enforceability of the Policies and the Reserve Policies;

(xiv) A Certificate of the Insurer as to the accuracy of the information in the Official Statement relating to the Insurer, the Policies and the Reserve Policies; and

(xv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations contained herein and in the Official Statement and the due performance or satisfaction by the Trustee and the Successor Agency at or prior to such time of all agreements then to be performed and all conditions then to be satisfied in connection with the delivery and sale of the Bonds.

If the Successor Agency shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by the Purchase Agreement, the Purchase Agreement shall terminate and neither the Underwriter nor the Successor Agency shall be under any further obligation hereunder.

8. [Reserved].

9. Expenses. The Successor Agency will pay or cause to be paid the expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to: (a) the cost of the preparation and printing or other reproduction of the Successor Agency Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Fiscal Consultant and any other experts or other consultants retained by the Successor Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriter's out-of-pocket expenses incurred with the financing, including air travel and hotel costs in connection with the pricing of the Bonds, investor meetings, the rating agency trip and the Bond closing, meals and transportation for the Underwriter during the rating agency trip and pricing, expenses related to attending working group meetings such as parking, meals and transportation and any other miscellaneous closing costs; and (h) expenses (included in the expense component of the spread) incurred on behalf of the Successor Agency's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of such employees. The Underwriter will pay the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including CDIAAC fees and the fee and disbursements of Underwriter's Counsel.

The Underwriter shall pay, and the Successor Agency shall be under no obligation to pay, all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

10. Notice. Any notice or other communication to be given to the Successor Agency under this Purchase Agreement may be given by delivering the same in writing to such entity at the address set forth above. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to BOSCO, Inc., 1301 Dove Street, Suite 350, Newport Beach, CA 92660, Attention: Carmen Vargas, Senior Vice President – Public Finance.

11. Entire Agreement. This Purchase Agreement, when accepted by the Successor Agency, shall constitute the entire agreement among the Successor Agency and the Underwriter and is made solely for the benefit of the Successor Agency and the Underwriter (including the successors

or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the Successor Agency's representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, until the earlier of: (i) delivery of and payment for the Bonds hereunder; and (ii) any termination of this Purchase Agreement.

12. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. 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.

14. State of California Law Governs. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of California.

15. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter or the Successor Agency without the prior written consent of the other parties hereto.

BOSC, INC. A SUBSIDIARY OF BOK FINANCIAL CORPORATION

By: \_\_\_\_\_  
Name: Carmen Vargas  
Title: Senior Vice President

Accepted at \_\_\_\_\_ P.M. as of the date first stated above:

SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPENDIX A**

**MATURITY SCHEDULE**

**\$ \_\_\_\_\_  
SUCCESSOR AGENCY TO  
BRAWLEY COMMUNITY REDEVELOPMENT AGENCY  
Tax Allocation Refunding Bonds, Series 2015A**

<i>Maturity Date</i>	<i>Amount</i>	<i>Coupon</i>	<i>Yield</i>
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*October 1*

INDENTURE

Dated as of [Dated Date]

by and between the

SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY,

and

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

Relating to

[\$[2015A PAR AMOUNT]  
Successor Agency to Brawley Community  
Redevelopment Agency  
Tax Allocation Refunding Bonds,  
Series 2015A

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## INDENTURE

THIS INDENTURE is dated as of [Dated Date] (this "Indenture"), by and between the SUCCESSOR AGENCY TO BRAWLEY COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Successor Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee");

### WITNESSETH:

WHEREAS, the Brawley Community Redevelopment Agency (the "Predecessor Agency") was a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers under and pursuant to the provisions of the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) (the "Health and Safety Code"), and the powers of the Predecessor Agency included the power to issue bonds for any of its corporate purposes; and

WHEREAS, the Redevelopment Plan for the City of Brawley, California (the "City") Redevelopment Project Area No. 1 (the "Redevelopment Plan") was approved by Ordinance No. 680 adopted by the City Council of the City on July 19, 1976;

WHEREAS, the original portion of the City of Brawley Redevelopment Project Area No. 1 consists of an area of approximately 335 acres (the "Original Project Area");

WHEREAS, the Redevelopment Plan was amended by Ordinance No. 86-18, adopted on December 22, 1986, Ordinance No. 90-14, adopted on July 16, 1990, which amended the Redevelopment Plan by adding approximately 971 acres to the Original Project Area (the "Added Territory" and, together with the Original Project Area, the "Redevelopment Project Area"), Ordinance No. 94-07, adopted on December 19, 1994, which amended the Redevelopment Plan to comply with the requirements of Assembly Bill 1290 ("AB 1290") and Ordinance No. 2006-05, adopted on June 6, 2006, which eliminated the time limit to incur debt, extended the time limit on the effectives of the Redevelopment Plan to July 19, 2017 for the Original Project Area and to July 16, 2031 for the Added Territory, and extended the time limit to pay indebtedness or receive tax increment to July 19, 2027 for the Original Project Area and to July 16, 2041 for the Added Territory; and

WHEREAS, the Predecessor Agency previously issued its \$5,875,000 principal amount of Brawley Community Redevelopment Agency Brawley Redevelopment Project Area No. 1 2006 Tax Allocation Bonds (the "Refunded Bonds"), currently outstanding in the aggregate principal amount of \$\_\_\_\_\_, for the purpose of funding certain redevelopment projects of the Predecessor Agency for the benefit of the Redevelopment Project Area; and

WHEREAS, on June 28, 2011, the California Legislature adopted ABx1 26 to, *inter alia*, dissolve existing redevelopment agencies, including the Predecessor Agency; and

WHEREAS, the California Supreme Court substantially upheld the provisions of ABx1 26 on December 29, 2011, resulting in the dissolution of the Predecessor Agency on February 1, 2012; and

WHEREAS, under the provisions of ABx1 26, the City became the Successor Agency to the Predecessor Agency for the purpose of paying certain enforceable obligations, including the Refunded Bonds, and winding up the affairs of the Predecessor Agency pursuant to ABx1 26;

WHEREAS, Section 34173 of the Health and Safety Code provides that “[a] successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity”;

WHEREAS, the Successor Agency desires to achieve debt service savings in accordance with ABx1 26 and AB 1484 and therefor assist local taxing entities by refunding the Refunded Bonds with the proceeds of its Successor Agency to Brawley Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A (the “Bonds”); and

WHEREAS, the Successor Agency adopted Resolution No. 2015-60 on October 6, 2015 approving the issuance of the Bonds and the Oversight Board adopted Resolution 2015-04 OB on October 9, 2015, 2015 approving the issuance of the Bonds; and

WHEREAS, on \_\_\_\_\_, 2015, the Department of Finance provided a letter to the Successor Agency stating that based on the Department of Finance’s review and application of the law, the Oversight Board Resolution approving the Bonds was approved by the Department of Finance; and

WHEREAS, 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 hereby certifies that all acts and proceedings required by the Dissolution Act (as defined herein) and other 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 valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Successor Agency, the County 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 1.1 Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken, including all proceedings of the Oversight Board, and has found, 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, including but not limited to compliance with all applicable requirements of Section 34177.5 of the Health and Safety Code, 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 1.2 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.2 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.

“Act” means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

“Annual Debt Service” means, for any Bond Year, the principal and interest payable on the Outstanding Bonds in such Bond Year.

“Authorized Denomination” means \$5,000 and any integral multiple thereof.

“Bond” or “Bonds” means the \$[2015A PAR AMOUNT] aggregate principal amount of Successor Agency to Brawley Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A.

“Bond Counsel” means Norton Rose Fulbright US LLP or a successor thereto or a firm of attorneys acceptable to the Successor Agency of nationally recognized standing in matters pertaining to the exclusion of interest on bonds from the gross income of the holders thereof issued by states and political subdivisions.

“Bond Year” means the twelve (12) month period commencing on October 2 of each year, provided that the first Bond Year shall extend from the Delivery Date to and including October 1, 2016.

“Business Day” means any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Trustee is located are authorized to close, or (ii) a day on which the New York Stock Exchange is closed.

“Certificate” or “Certificate of the Successor Agency” means a Written Certificate of the Successor Agency.

“Chairman” means the Chairman of the Successor Agency or other duly appointed officer of the Successor Agency authorized by the Successor Agency by resolution or by law to perform the functions of the Chairman in the event of the Chairman’s absence or disqualification. [CONFIRM TITLE]

“City” means City of Brawley, California.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated the Delivery Date, by and between the Successor Agency and the dissemination agent named therein, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Corporate Trust Office” means the Corporate Trust Office of the Trustee, or such other or additional offices as may be specified to the Successor Agency by the Trustee in writing.

“Costs of Issuance” means the costs and expenses incurred in connection with the issuance and sale of the Bonds including the initial fees and expenses of the Trustee, rating agency fees, verification agent fees, fees and expenses of Bond Counsel and Disclosure Counsel, other legal fees and expenses relating to the approval of the Bonds, this Indenture, other related documents and certificates and matters related thereto, costs of preparing the Bonds and printing the Official Statement, fees of financial consultants, redevelopment consultants, bond insurance or surety premium, if any, and other fees and expenses set forth in a Written Certificate of the Successor Agency.

“Costs of Issuance Funds” means the respective trust funds established in Section 4.4 of this Indenture.

“County” means the County of Imperial, California.

“Debt Service Coverage” means, for each Bond Year, Pledged Tax Revenues divided by Annual Debt Service.

“Defeasance Securities” means:

1. Cash
2. Obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America including:
  - U.S. treasury obligations
  - All direct or fully guaranteed obligations
  - Farmers Home Administration
  - General Services Administration
  - Guaranteed Title XI financing
  - Government National Mortgage Association (GNMA)
  - State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“Delivery Date” means the date on which the Bonds are delivered to the initial purchaser or purchasers thereof.

“Dissolution Act” means, Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code of the State, as amended on June 27, 2012 by Assembly Bill No. 1484, enacted as Chapter 26, Statutes of 2012 (as amended from time to time).

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“EMMA” means the Electronic Municipal Market Access System, a facility of the Municipal Securities Rulemaking Board, at [www.emma.msrb.org](http://www.emma.msrb.org).

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., and its successors and assigns.

“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 (i) the investment is a certificate of deposit the value of which is determined in accordance with applicable regulations under the Code, (ii) 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) the value of which is determined in accordance with applicable regulations under the Code, (iii) 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, or (iv) the investment is the Local Agency Investment Fund of the State, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States of America.

“Fitch” means Fitch Ratings, Inc. and its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Successor Agency.

“Fiscal Year” means any twelve (12) month period beginning on July 1st and ending on the next following June 30th.

“Fund or Account” means any of the funds or accounts referred to herein.

“Health and Safety Code” means the Health and Safety Code of the State of California.

“Indenture” means this Indenture, dated as of [Dated Date], by and between the Successor Agency and the Trustee.

“Independent Financial Consultant,” “Independent Certified Public Accountant” or “Independent Redevelopment Consultant” means any individual or firm engaged in the profession involved, appointed by the Successor Agency, and who, or each of whom, has a favorable reputation in the field in which his/her opinion or certificate will be given, and:

- (1) is in fact independent and not under domination of the Successor Agency;
- (2) does not have any substantial interest, direct or indirect, with the Successor Agency, other than as original purchaser of the Bonds or as financial advisor for fiscal consultant with respect to the Bonds; and
- (3) 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.

“Information Services” means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board, at <http://emma.msrb.org>; provided, however, in accordance with then current guidelines of the Securities and Exchange Commission, Information Services shall mean such other organizations providing information with respect to called Bonds as the Authority may designate in writing to the Trustee.

“Interest Account” means the account by that name established in Section 4.3 of this Indenture.

“Interest Payment Date” means April 1 and October 1, commencing \_\_\_\_\_ 1, 2016 so long as any of the Bonds remain Outstanding hereunder.

“Investment Agreement” means investment agreements when collateralized by United States of America guaranteed and direct obligation securities and such collateral is held by a third party institution and marked to market on a weekly basis to a minimum of the value of the outstanding balance of the agreement. Investment Agreements must be limited to the final maturity of the Bonds.

“Maximum Annual Debt Service” means, as of the date of calculation, the largest amount obtained by totaling, for the current or any future Bond Year, the sum of (a) the amount of interest payable on the Bonds to be Outstanding in such Bond Year, assuming that principal thereof is paid as scheduled and that any mandatory sinking fund payments are made as scheduled, and (b) the amount of principal payable on the Bonds to be Outstanding in such Bond Year, including any principal required to be prepaid by operation of mandatory sinking fund payments. For purposes of such calculation, there shall be excluded the principal of and interest on any debt payable from tax revenues to the extent the proceeds thereof are then deposited in a fully self-supporting escrow fund (by irrevocably depositing with the Trustee or another fiduciary, in trust, Defeasance Securities in such amount as an Independent Certified Public 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 (including all principal, interest and redemption premiums, if any) at or before maturity).

“Moody’s” means Moody’s Investors Service and its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Successor Agency.

“Obligations” means obligations of the Successor Agency and includes, without limitation, bonds, notes, interim certificates, debentures or other obligations.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys of favorable reputation in the field of municipal bond law. Any opinion of such counsel may be based upon, insofar as it is related to factual matters, information which is in the possession of the Successor Agency as shown by a certificate or opinion of, or representation by, an officer or officers of the Successor Agency, unless such counsel knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which his or her opinion may be based is erroneous.

“Outstanding” means, when used as of any particular time with reference to Bonds, subject to the provisions of this Indenture, all Bonds theretofore issued and authenticated under this Indenture except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and authenticated pursuant to this Indenture.

“Oversight Board” means the oversight board duly constituted from time to time pursuant to Section 34179 of the Health and Safety Code.

“Owner” shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (the Trustee is entitled to conclusively rely on a Written Request of the Successor Agency directing investment in such Permitted Investment as a certification by the Successor Agency to the Trustee that such Permitted Investment is a legal investment under the laws of the State), 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 of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, including instruments evidencing a direct ownership interest in securities described in this clause such as Stripped Treasury Coupons rated the same rating as direct obligations of the United States of America by S&P and Moody’s and held by a custodian for safekeeping on behalf of holders of such securities.

(b) Bonds or notes which are exempt from federal income taxes and for the payment of which cash or obligations described in clause (a) of this definition in an amount sufficient to pay the principal of, premium, if any, and interest on when due have been irrevocably deposited with a trustee or other fiscal depository and which are rated the same rating as direct obligations of the United States of America by S&P and Moody’s.

(c) Obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmer’s Home Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Federal Housing Administration.

(d) Deposit accounts, certificates of deposit, bank deposit products or savings accounts (i) fully insured by the Federal Deposit Insurance Corporation or (ii) with banks whose short term obligations are rated no lower than A-1 by S&P and P-1 by Moody’s including those of the Trustee and its affiliates at the time of purchase.

(e) Federal funds or banker’s acceptances with a maximum term of one year of any bank that has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” by Moody’s and “A-1” or “A” or better by S&P (including the Trustee and its affiliates).

(f) Repurchase obligations with a term not exceeding 30 days pursuant to a written agreement between the Trustee and either a primary dealer on the Federal Reserve reporting dealer list which falls under the jurisdiction of the Securities Investor Protection Corporation (“SIPC”) or a federally chartered commercial bank whose long-term debt obligations are rated A or better by S&P and Moody’s,

with respect to any security described in clause (1); provided that the securities which are the subject of such repurchase obligation (i) are free and clear of all liens, (ii) in the case of a SIPC dealer, were not acquired pursuant to a repurchase or reverse repurchase agreement, and (iii) are deposited with the Trustee and maintained through weekly market valuations in an amount equal to 104% of the invested funds plus accrued interest. The Trustee must have a valid first perfected security interest in such securities.

(g) Taxable government money market portfolios that have a rating by S&P of Am-G or Am or better and rated in one of the three highest rating categories of Moody's, subject to a maximum permissible limit equal to six months of principal and interest on the Bonds, including such funds for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

(h) Tax-exempt government money market portfolios that have a rating by S&P of Am-G or Am or better and rated in one of the three highest rating categories of Moody's consisting of securities which are rated in one of the two highest Rating Categories of S&P and Moody's subject to a maximum permissible limit equal to six months of principal and interest on the Bonds, including such portfolios for which the Trustee or an affiliate receives and retains a fee for services provided to the portfolio, whether as a custodian, transfer agent, investment advisor or otherwise.

(i) Money market funds registered under the Investment Company Act of 1940, the shares in which are registered under the Securities Act of 1933 and that have a rating by S&P of AA-Am-G or AA-Am and rated in one of the two highest Rating Categories of Moody's, including such funds for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

(j) Investment agreements, including guaranteed investment contracts, when collateralized by United States of America guaranteed and direct obligation securities and such collateral is held by a bank, insurance company or other financial institution whose long-term obligations are rated "AA" or higher by Fitch and S&P, respectively, or with a bank, insurance company or other financial institution guaranteed by an entity whose long-term obligations are rated "AA" or higher by Fitch and S&P, respectively, and marked to market on a weekly basis to a minimum of the value of the outstanding balance of the agreement. The following additional requirements shall apply to any investment agreement:

(i) the agreement shall be collateralized by United States of America guaranteed and direct obligation securities and such collateral shall be held by a third party institution and marked to market on a weekly basis to a minimum of the value of the outstanding balance of the agreement;

(ii) term must be limited to the final maturity of the Bonds;

(iii) moneys invested thereunder may be withdrawn without any penalty, premium, or charge on not more than two (2) Business Days' notice; provided, that such notice may be amended or cancelled at any time prior to the withdrawal date;

(iv) the agreement is not subordinated to any other obligations of the provider;

(v) the agreement provides that the Successor Agency in its sole discretion shall have the right to terminate such agreement if the provider's ratings are downgraded below the requirements set forth in this paragraph (k); and

(vi) the Successor Agency receives an opinion of counsel that such agreement is an enforceable obligation of the provider.

(k) Any other investments which meet the criteria established by applicable published investment guidelines issued by each rating agency then rating the Bonds.

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

“Pledged Tax Revenues” means (a) that portion of taxes levied (including all payments, reimbursements and subventions, if any, specifically attributable to *ad valorem* taxes lost by reason of business inventory tax or other exemptions and tax rate limitations) upon taxable property in the Project Area which is allocated to and paid into a special fund of the Successor Agency pursuant to Article 6 of Chapter 6 of the Health and Safety Code, Section 16 of Article XVI of the Constitution of the State and the Redevelopment Plan, as such portion of taxes may be modified by deductions and limitations imposed pursuant to the Health and Safety Code (including Section 33333.4 thereof), (b) investment earnings, and (c) reimbursements, subventions, including payments to the Successor Agency with respect to personal property generated from property located within the Redevelopment Project Area pursuant to Section 16110, *et seq.*, of the Government Code of the State of California, or other payments made by the State to the Successor Agency with respect to any property taxes that would otherwise be due on real or personal property but for an exemption of such property from such taxes. Pledged Tax Revenues shall not include amounts payable by the Successor Agency under agreements heretofore entered into pursuant to Section 33401 of the Health and Safety Code, as such Section authorized such agreements prior to January 1, 1995.

“Predecessor Agency” means the Community Redevelopment Agency of the City of Brawley.

“Principal Account” means the account by that name established in Section 4.3 of this Indenture.

“Principal Payment Date” means October 1, commencing October 1, 20\_\_ so long as any of the Bonds remain Outstanding hereunder.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company, deposited with the Trustee pursuant to the Indenture, provided that all of the following requirements are met: (i) at the time of delivery of such letter of credit or surety bond, the long-term credit rating of such bank is within the two highest rating categories of Moody’s or S&P, or the claims paying ability of such insurance company is rated within the highest rating category of A.M. Best & Company and S&P; (ii) such letter of credit or surety bond has a term which ends no earlier than the last Interest Payment Date of the Bonds; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to the Indenture; and (iv) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder amounts necessary to carry out the purposes specified in the Indenture, including the replenishment of the Interest Account or the Principal Account.

“Rating Agency” means Fitch, Moody’s or S&P.

“Recognized Obligation Payment Schedule” means a Recognized Obligation Payment Schedule, prepared and approved from time to time pursuant to subdivision (1) of Section 34177 of the Health and Safety Code.

“Record Date” means the fifteenth day of the month preceding any Interest Payment Date whether or not such day is a Business Day.

“Redemption Account” means the account by that name established in Section 4.3 of this Indenture.

“Redevelopment Obligation Retirement Fund” means the fund created within the treasury of the Successor Agency pursuant to Section 34170.5 of the Health and Safety Code.

“Redevelopment Plan” means the Redevelopment Plan for the City of Brawley Redevelopment Project Area No. 1 that was approved by Ordinance No. 680 adopted by the City Council of the City on July 19, 1976.

“Redevelopment Project Area” means the project area described and defined in the Redevelopment Plan.

“Redevelopment Property Tax Trust Fund” means the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172 of the Health and Safety Code.

“Reserve Fund” means the Fund by that name established in Section 4.3 hereof.

“Reserve Requirement” means, as of each calculation date, an amount equal to the least of (i) Maximum Annual Debt Service on all Outstanding Bonds, (ii) 10% of the initial offering price to the public of the Bonds as determined under the Code, or (iii) 125% of the average Annual Debt Service as of the date of issuance of the Bonds.

“Revenue Fund” means that trust fund established in Section 4.2 of this Indenture.

“Securities Depositories” means The Depository Trust Company, New York, New York and its successors and assigns or if (i) the then Securities Depository resigns from its functions as depository of the Bonds or (ii) the Successor Agency discontinues use of the then Securities Depository, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the Successor Agency.

“Sinking Account” means, the Sinking Account created in the Revenue Fund held by the Trustee pursuant to Section 4.3.

“Sinking Account Installment” means the amount of money required by this Indenture to be paid by the Successor Agency on any single date toward the retirement of any particular term bonds on or prior to their respective stated maturity dates.

“Sinking Account Payment Date” means any date on which Sinking Account Installments are scheduled to be paid with respect to the Bonds.

“Standard & Poor’s” or “S&P” means Standard & Poor’s Financial Services LLC and its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Successor Agency.

“State” means the State of California.

“Statutory Pass-Through Amounts” means amounts payable to affected taxing agencies pursuant to Sections 33607.5 and/or 33607.7 of the Health and Safety Code and Section 34183 of the Health and Safety Code.

“Supplemental Indenture” means any indenture then in full force and effect which has been duly adopted by the Successor Agency under the Health and Safety Code, or any act supplementary thereto or amendatory thereof, at a meeting of the Successor Agency duly convened and held, of which a quorum was present and acted thereon, amendatory of or supplemental to this Indenture; but only if and to the extent that such supplemental indenture is specifically authorized hereunder.

“Tax Certificate” means that certain Tax Certificate executed by the Successor Agency with respect to the Bonds.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., a national banking association, its successors and assigns, and any other banking corporation or association which may at any time be substituted in its place, as provided in this Indenture.

“Written Request of the Successor Agency” or “Written Certificate of the Successor Agency” means a request or certificate, in writing signed by the Chairman, Secretary or Finance Officer of the Successor Agency or by any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

Section 1.3 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 2.1 Authorization of Bonds. (a) The Bonds in the aggregate principal amount of \$[2015A PAR AMOUNT] are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Health and Safety Code and the Act. The Bonds shall be designated the “Successor Agency to Brawley Community Redevelopment Agency, Tax Allocation Refunding Bonds, Series 2015A.” This Indenture constitutes a continuing agreement with the Trustee for the benefit of the Owners of all of the Bonds hereunder and then Outstanding to secure the full payment of the principal of and interest or redemption premium (if any) on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

(b) The Bonds shall be and are special obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from Pledged Tax Revenues, and other funds as hereinafter provided. The Bonds, interest and premium, if any, thereon are not a debt of the City, the County, the State or any of its political subdivisions (except the Successor Agency), and none of the City, the County, the State nor any of its political subdivisions (except the Successor Agency) is liable thereon. The Bonds, interest thereon and premium, if any, are not payable from any funds or properties other than those set forth in this Indenture. None of the members of the Successor Agency Board, the Oversight Board, or any persons executing the Bonds is liable personally on the Bonds by reason of their issuance.

Nothing in this Indenture shall preclude: (a) the payment of the Bonds from the proceeds of refunding bonds issued pursuant to this Indenture, the Health and Safety Code and the Act, as applicable, or (b) the payment of the Bonds from any legally available funds other than Pledged Tax Revenues.

Section 2.2 Term of Bonds.

(a) The Bonds shall be issued in fully registered form without coupons in Authorized Denominations and the Bonds shall mature on October 1, in the years and in the amounts and shall bear interest at the rates per annum as follows:

<u>October 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>October 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Interest on the Bonds 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 or draft of the Trustee mailed on the Interest Payment Date by first class mail to such Owner at the address of such Owner as it appears on the Registration Books; provided, however, that upon the written request of any Owner of at least \$1,000,000 in principal amount of Bonds received by the Trustee at least fifteen (15) days prior to such Record Date, payment shall be made by wire transfer in immediately available funds to an account in the United States designated by such 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 Corporate Trust Office of the Trustee. 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. Interest shall be calculated based upon a 360-day year of twelve thirty-day months.

Each Bond shall be initially dated as of the Delivery Date 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) a Bond is authenticated on or before \_\_\_\_\_, 20\_\_, in which event it shall bear interest from the Delivery Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.3 Redemption.

(a) Optional Redemption of Bonds. The Bonds maturing on or before October 1, 20\_\_ are not subject to redemption prior to maturity. The Bonds maturing after October 1, 20\_\_ are subject to redemption prior to maturity in whole, or in part among maturities as determined by the Successor Agency on any date on or after October 1, 20\_\_, from any available source of funds, at 100% of the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the redemption date.

(b) Sinking Account Redemption of Bonds. The Bonds maturing on October 1, 20\_\_ are subject to redemption in part by lot on October 1, 20\_\_ and on October 1 in each year shown below until maturity, from sinking account payments made by the Successor Agency, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of the Bonds have been redeemed the total amount of all future sinking account payments will be reduced by an amount corresponding to the aggregate principal amount of Bonds so redeemed, to be allocated among such sinking account payments on a *pro rata* basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination will be given by the Successor Agency to the Trustee and will include a revised sinking fund schedule):

Sinking Account Redemption Date (October 1)	Principal Amount to be Redeemed or Purchased
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(c) Reserved.

(d) Partial Redemption of Bonds. If only a portion of any Bond is called for redemption, then upon surrender of such Bond the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Bond or Bonds of the same interest rate and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(e) 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 such 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.

(f) Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate. All Bonds redeemed or purchased pursuant to this Section 2.3 shall be canceled and destroyed by the Trustee.

(g) Notice of Redemption. The Successor Agency shall be required to give the Trustee written notice of its intention to redeem Bonds under subsection (a), (b) or (e) at least thirty (30) days prior to the date fixed for such redemption, and shall transfer to the Trustee for deposit in the Redemption Account all amounts required for such redemption at least five (5) Business Days prior to the date fixed for such redemption; provided, the Trustee may waive either or both of such requirements in its sole discretion upon written request of the Successor Agency.

The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid or other means acceptable to the recipient thereof) notice of any redemption at least twenty (20) days but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its

intention to redeem Bonds; however, 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 designate the CUSIP number of the Bonds to be redeemed, 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 (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered at the 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. Neither the Successor Agency nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Successor Agency nor the Trustee shall be liable for any inaccuracy in such numbers.

Any notice given pursuant to this paragraph may be rescinded by written notice given to the Trustee by the Successor Agency and the Trustee shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given pursuant to this Section, but in no event later than the date set for redemption.

Section 2.4 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 attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.5 Execution of Bonds. The Bonds shall be executed on behalf of the Successor Agency by the signature of the Chairman 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 set forth in Exhibit A hereto, manually executed and dated by and in the name of the Trustee by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that 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 2.9 hereof, the temporary Bonds shall bear thereon a certificate of authentication manually executed and dated by the Trustee, shall be initially registered by the Trustee, and, until so exchanged as provided under Section 2.9 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.6 Transfer of Bonds. Any Bond 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 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 Bond or Bonds shall be surrendered for registration of transfer, the Successor Agency shall execute and the Trustee shall authenticate and deliver a new Bond or

Bonds, of like series, interest rate, maturity and principal amount of authorized denominations. The Trustee shall collect any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.6.

The Trustee may refuse to transfer, under the provisions of this Section 2.6, either (a) any Bonds during the period established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Successor Agency for redemption pursuant to the provisions of Section 2.3.

Section 2.7 Exchange of Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee 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 2.7. The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection with any exchange or transfer shall be paid by the Successor Agency.

The Trustee may refuse to exchange, under the provisions of this Section 2.7, either (a) any Bonds during the period established by the Trustee for the selection of Bonds for redemption or (b) any Bonds selected by the Successor Agency for redemption pursuant to the provisions of Section 2.3.

Section 2.8 Registration Books. The Trustee will keep or cause to be kept, at its 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 with reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as hereinbefore provided.

Section 2.9 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 Corporate Trust Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. 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 amount and maturity 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 is 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 authenticate and deliver, a new Bond of like amount and maturity in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Successor Agency may require payment 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 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 shall be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11 Book-Entry Only System. It is intended that the Bonds, be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities and be registered in the name of Cede & Co., as nominee of DTC. The Successor Agency and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including a representation letter in the form required by DTC (the "Representation Letter"). In the event of any conflict between the terms of any such letter or agreement, including the Representation Letter, and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an Owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to the Bonds registered in the books of the Trustee in the name of Cede & Co., as nominee of DTC, the Successor Agency and the Trustee, shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, Successor Agency and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an Owner, as shown in the Register, of any notice with respect to the Bonds, including any notice of redemption, (c) the payment to any DTC Participant or Indirect Participant or any other Person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or (d) any consent given by DTC as registered owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12 and the Bonds are registered to DTC, the Successor Agency, and the Trustee shall treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks being mailed to the registered owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 2.12 Successor Securities Depository; Transfers Outside Book-Entry Only System. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Successor Agency and the Trustee and discharging its responsibilities with respect thereto under applicable law. The Successor Agency, without the consent of any other person, but

following written notice to the Successor Agency and the Trustee, may terminate the services of DTC with respect to the Bonds. Upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to the foregoing provisions, unless a substitute securities depository is appointed to undertake the functions of DTC hereunder, the Successor Agency, at the expense of the Successor Agency, is obligated to deliver Bond certificates to the beneficial owners of the Bonds, as described in this Indenture, and the Bonds shall no longer be restricted to being registered in the books of the Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or name Owner transferring or exchanging Bonds shall designate to the Trustee in writing, in accordance with the provisions of this Indenture. The Successor Agency may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, as may be acceptable to the Successor Agency, or such depository's agent or designee.

### ARTICLE III

#### ISSUANCE OF BONDS; APPLICATION OF PROCEEDS OF BONDS

Section 3.1 Issuance of Bonds. Upon the execution and delivery of this Indenture and receipt by the Successor Agency of evidence satisfactory to it of satisfaction of the conditions precedent to issuance of the Bonds, the Successor Agency shall execute and deliver the Bonds in the aggregate principal amount of \$[2015A PAR AMOUNT] to the Trustee and the Trustee shall authenticate and deliver the Bonds upon the Written Request of the Successor Agency.

Section 3.2 Application of Proceeds of Bonds. On the Delivery Date the proceeds of sale of the Bonds shall be paid to the Trustee and such amount shall be applied as follows:

- (i) The Trustee shall transfer the amount of \$ \_\_\_\_\_ to the Escrow Agent for redemption of the Refunded Bonds;
- (ii) The Trustee shall deposit the amount of \$ \_\_\_\_\_ from Bond proceeds into the Reserve Fund, representing the Reserve Requirement;
- (iii) The Trustee shall deposit the amount of \$ \_\_\_\_\_ from Bond proceeds into the Costs of Issuance Fund.

The Trustee may establish a temporary fund, account or subaccount in its records to facilitate and record such deposits and transfers.

### ARTICLE IV

#### SECURITY OF BONDS; FLOW OF FUNDS; FUNDS AND ACCOUNTS

Section 4.1 Security of Bonds; Equal Security. The Bonds shall be equally secured by a pledge of, security interest in and a first and exclusive lien on all of the Pledged Tax Revenues, whether held in the Redevelopment Property Tax Trust Fund or by the Successor Agency or the Trustee, and a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Revenue Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account and all subaccounts in the foregoing) and in the Reserve Fund to the Trustee for the benefit of the Owners of the Outstanding Bonds. The principal of and interest or redemption premium (if any) on the Bonds shall be payable from Pledged Tax Revenues. In addition, pursuant to Health and Safety Code section

34177.5(g), the Bonds shall be specifically secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund.

Except for the Pledged Tax Revenues and moneys in the Revenue Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account and all subaccounts in the foregoing) and the Reserve Fund (and all Accounts therein), 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. Notwithstanding anything herein to the contrary, however, if Pledged Tax Revenues are insufficient for the deposits required hereunder or the payment of the principal of and interest or redemption premium (if any) on the Bonds, the Successor Agency may, but shall not be obligated, to make such deposits or pay such principal of and interest or redemption premium (if any) on the Bonds from other legally available funds.

This Indenture shall constitute a contract between the Successor Agency and the Trustee for the benefit of the Owners, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency and the Trustee shall be for the equal and proportionate benefit, security and protection of all Owners 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 4.2 Revenue Fund; Reserve Fund. There are hereby established special trust funds known as the "Revenue Fund" and the "Reserve Fund," which Funds shall be held by the Trustee in trust for Owners. The Trustee shall send the Successor Agency on each November 1 and April 1 a Written Request specifying the amount of Pledged Tax Revenues required to be deposited in the Revenue Fund for the next Interest Payment Date (if the necessary amount is not already on deposit) and/or the Reserve Fund, as applicable. The Successor Agency shall remit the amount requested pursuant to such Written Request to the Trustee within two (2) Business Days of receipt of distributions of Pledged Tax Revenues on January 2 and June 1 of each year.

Section 4.3 Transfer of Amounts. There are hereby created separate Accounts within the Revenue Fund as set forth below, to be known respectively as the Interest Account, the Principal Account, the Sinking Account, and the Redemption Account. Upon receiving Pledged Tax Revenues from the Successor Agency, the Trustee shall deposit all amounts received into the Revenue Fund or the Reserve Fund, as applicable, until such time as the amounts so deposited equal the aggregate amounts required to be transferred to the Trustee in such Bond Year (i) for deposit into the Interest Account, the Principal Account and the Redemption Account of the Revenue Fund and (ii) for deposit into the Reserve Fund, if necessary.

Such deposits shall be in the following order of priority:

First Interest Account. On or before each Interest Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Interest Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the interest becoming due and payable on the Outstanding on such Interest Payment Date. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest to become due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. 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 as it becomes due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to this Indenture).

Second Principal Account. On or before each Principal Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Principal Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the principal becoming due and payable on the Outstanding Bonds on such Principal Payment Date. No deposit need be made into the Principal Account if the amount contained therein is at least equal to the principal to become due and payable on all Outstanding Bonds on the upcoming Principal Payment Date. 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 on the Outstanding Bonds as they become due and payable.

On or before each Principal Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Sinking Account an amount of money equal to the Sinking Account Installment, if any, payable on the Sinking Account Payment Date in such Bond Year. The Trustee shall use moneys in the applicable Sinking Account to redeem Bonds pursuant to Section 2.3.

If there shall be insufficient money in the Revenue Fund to make in full all such principal payments and Sinking Account payments required to be made in such Bond Year, then the money available in the Revenue Fund shall be applied *pro rata* with respect to such principal payments and Sinking Account payments in the proportion that all such principal payments and sinking account payments bear to each other.

Third Reserve Fund. Subject to this Indenture, all money in the Reserve Fund will be used and withdrawn by the Trustee solely for the purpose of (i) making transfers to the related Interest Account, the Principal Account and the Sinking Account (and subaccounts therein, as the case may be), in such order of priority, in the event of any deficiency at any time in any of such Accounts or (ii) for the retirement of all the Bonds then Outstanding. Any amount in the Reserve Fund in excess of the Reserve Requirement shall be withdrawn from the Reserve Fund on or before the Interest Payment Date by the Trustee and deposited in the Interest Account. All amounts in the Reserve Fund five (5) Business Days before the final Interest Payment Date shall be withdrawn therefrom by the Trustee and transferred either (i) to the Interest Account and then Principal Account and the Sinking Account, to the extent required to make the deposits then required to be made hereunder, or (ii) if sufficient deposits have been made hereunder, then, as directed by the Successor Agency in any manner permitted by law pursuant to a Written Request of the Successor Agency.

The Reserve Requirement may be satisfied by crediting to the Reserve Fund moneys or a Qualified Reserve Fund Credit Instrument or any combination thereof, which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement. Upon deposit of such Qualified Reserve Fund Credit Instrument, the Trustee shall transfer any excess amounts then on deposit in the Reserve Fund in excess of the applicable Reserve Requirement into a segregated account of the Revenue Fund, which monies shall be applied upon written direction of the Successor Agency either (i) to the payment within one year of the date of transfer of capital expenditures of the Successor Agency permitted by law, or (ii) to the redemption of Bonds on the earliest succeeding date on which such redemption is permitted hereby, and pending such application shall be, as determined in writing by the Successor Agency, held either not invested in investment property (as defined in section 148(b) of the Code), or invested in such property to produce a yield that is not in excess of the yield on the Bonds; *provided, however*, that the Successor Agency may by written direction to the Trustee cause an alternative use of such amounts if the Successor Agency shall first have obtained a written opinion of nationally recognized bond counsel substantially to the effect that such alternative use will not adversely affect the exclusion pursuant to section 103 of the Code of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In any case where the Reserve Fund is funded with a combination of cash and a Qualified Reserve Fund Credit Instrument, the Trustee shall deplete all cash balances before drawing on the Qualified Reserve Fund Credit Instrument. With regard to replenishment, any available moneys provided by the Successor Agency shall be used first to reinstate the Qualified Reserve Fund Credit Instrument and second, to replenish the cash in the Reserve Fund. If the Qualified Reserve Fund Credit Instrument is drawn upon, the Successor Agency shall make payment of interest on amounts advanced under the Qualified Reserve Fund Credit Instrument after making any payments pursuant to this subsection. If a Qualified Reserve Fund Credit Instrument provider is downgraded for any reason, there shall be no obligation to replace or secure the Qualified Reserve Fund Credit Instrument.

*Replenishment of Reserve Fund.* The Trustee shall value the balance in the Reserve Fund on each October 1. If the balance in the Reserve Fund is less than the Reserve Requirement, the Trustee shall indicate the amount of such deficiency in a Written Request to the Successor Agency. Upon receipt of such Written Request, the Successor Agency shall immediately take all necessary action to cure such deficiency in the Reserve Fund, including using best efforts to place the amount of such deficiency on a Recognized Obligation Payment Schedule. No transfers or deposits need be made to the Reserve Fund so long as there is on deposit therein a sum at least equal to the Reserve Requirement.

Fourth Redemption Account. On or before the 5th Business Day preceding any date on which Bonds are to be redeemed, the Successor Agency will deliver or cause to be delivered funds to the Trustee for deposit in the Redemption Account an amount required to pay the principal of, interest and premium, if any, on the Bonds (other than Bonds redeemed from sinking account payments) to be redeemed on such date. Subject to this Indenture, all moneys in the Redemption Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest or redemption premium (if any) on the Bonds to be redeemed on the date set for such redemption.

Section 4.4 Costs of Issuance Fund. There is hereby established a separate fund to be known as the “Costs of Issuance Fund” which shall be held in trust by the Trustee. 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 such Fund. Each such Written Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Six (6) months following the Delivery Date, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in either Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Revenue Fund.

Section 4.5 Surplus Fund. There is hereby established the “Surplus Fund.” Following the deposits described in Section 4.3 of this Indenture, the Trustee shall deposit any remaining Pledged Tax Revenues into the Surplus Fund. Following such deposit, the Trustee shall transfer any Pledged Tax Revenues in the Surplus Fund to the Successor Agency for the payment of any enforceable obligations of the Successor Agency, or, if no such payment is required, such amounts shall be distributed in accordance with the Dissolution Act and other applicable law.

## ARTICLE V

### COVENANTS OF THE SUCCESSOR AGENCY

Section 5.1 Covenants of the Successor Agency. As long as the Bonds are Outstanding, 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 Owners which are necessary, convenient and desirable to secure the Bonds:

Covenant 1. Compliance with Health and Safety Code. The Successor Agency covenants that it will comply with all applicable requirements of the Health and Safety Code.

Covenant 2. Recognized Obligation Payment Schedule. Pursuant to Section 34177 of the Health and Safety Code, not less than February 1 following the Delivery Date (or such other dates as are specified in the Health and Safety Code or other applicable law), for so long as the Bonds are Outstanding, the Successor Agency shall prepare and submit to the Successor Agency Oversight Board and the State Department of Finance, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations of the Successor Agency are listed, including debt service with respect to the Bonds. Such Recognized Obligation Payment Schedule shall include all scheduled principal of and interest on the Bonds that are due and payable on April 1 and October 1 of the Bond Year ending on October 1 of the next ensuing calendar year, together with any amount required to replenish the Reserve Fund.

If the provisions set forth in the Dissolution Act as of the Delivery Date of the Bonds that relate to the filing of Recognized Obligation Payment Schedules are further amended or modified in any manner, the Successor Agency agrees to take all such actions as are necessary to comply with such amended or modified provisions so as to ensure the timely payment of debt service on the Bonds that are not inconsistent herewith..

Covenant 3. Punctual Payment. The Successor Agency covenants that it will duly and punctually pay or cause to be paid the principal of and interest on the Bonds on the date, at the place and in the manner provided in the Bonds, and that it will take all actions required under the Health and Safety Code to include debt service on the Bonds on the applicable Recognized Obligation Payment Schedule, including any amounts required to replenish either Account within the Reserve Fund to the full amount of the applicable Reserve Requirement.

Covenant 4. No Priority; No Additional Parity Bonds; Refunding Bonds; Other Obligations. The Successor Agency covenants that it will not issue any Obligations payable, either as to principal or interest, from the Pledged Tax Revenues which have any lien upon the Pledged Tax Revenues on a parity with or superior to the lien under this Indenture for the Bonds; provided, that the Successor Agency may issue and sell refunding bonds payable from Pledged Tax Revenues on a parity with Outstanding Bonds, if (a) annual debt service on such refunding bonds is lower than annual debt service on the Bonds being refunded during every year the Bonds will be outstanding, (b) the debt service payment dates with respect to such refunding bonds are the same as for the Bonds being refunded and (c) the final maturity of any such refunding bonds does not exceed the final maturity of the Bonds being refunded.

Covenant 5. Use of Proceeds: Management and Operation of Properties. The Successor Agency covenants 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 of the Redevelopment Project Area in a sound and proper manner and in accordance with applicable law.

Covenant 6. Payment of Taxes and Other Charges. The Successor Agency covenants 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 Area, 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 Pledged Tax Revenues or other legally available funds to pay the principal of and interest and redemption premium (if any) 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.

Covenant 7. Books and Accounts: Financial Transactions and Records. The Successor Agency covenants that it will at all times keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries are made of the financial transactions and records of the Successor Agency. Within two hundred seventy (270) days after the close of each Fiscal Year an Independent Certified Public Accountant shall prepare an audit of the financial transactions and records of the Successor Agency for such Fiscal Year. To the extent permitted by law, such audit may be included within the annual audited financial statements of the City. Upon written request, the Successor Agency shall, as soon practicable, furnish a copy of each audit to any Owner. The Trustee shall have no duty to review such audits.

Covenant 8. Protection of Security and Rights of Owners. The Successor Agency covenants to preserve and protect the security of the Bonds and the rights of the Owners and to contest by court action or otherwise (a) the assertion by any officer of any government unit or any other person whatsoever against the Successor Agency that the Pledged Tax Revenues pledged under this Indenture cannot be used to pay debt service on the Bonds or (b) any other action affecting the validity of the Bonds or diluting the security therefor.

Covenant 9. Continuing Disclosure. The Successor Agency covenants that it will comply with and carry out all of the provisions of its Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure by the Successor Agency to comply with its Continuing Disclosure Agreement shall not be considered an Event of Default; however, any participating underwriter, Owner or beneficial owner of any Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Covenant 10. Tax Covenants. The Successor Agency covenants in connection with the 2015A as follows:

(A) *Special Definitions.* When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986.

“Computation Date” has the meaning set forth in section 1.148-1(b) of the Treasury Regulations.

“Gross Proceeds”, with respect to an issue, means any proceeds of that issue as defined in section 1.148-1(b) of the Treasury Regulations (referring to sales, investment and transferred proceeds), and any replacement proceeds of that issue as defined in section 1.148-1(c) of the Treasury Regulations.

“Investment” means (i) any security (within the meaning of section 165(g)(2)(A) or (B) of the Code), (ii) any obligation (notwithstanding that such obligation may be a tax-exempt bond), (iii) any annuity contract, (iv) when allocated to a bond other than a private activity bond, any residential rental property for family units that is not located within the jurisdiction of the issuer and that is not acquired to implement a court ordered or approved housing desegregation

plan, or (v) any investment-type property (as defined in section 1.148-1(e) of the Treasury Regulations).

“Nonpurpose Investment,” with respect to an issue, means any investment other than a tax-exempt bond that is not a specified private activity bond (within the meaning of section 57(a)(5)(C) of the Code), in which Gross Proceeds of that issue are invested and that is not acquired to carry out the governmental purposes of that issue.

“Prior Issue” shall mean the Refunded Bonds.

“Proceeds,” with respect to an issue of governmental obligations, has the meaning set forth in has the meaning set forth in section 1.148-1(b) of the Treasury Regulations (referring to sales, investment and transferred proceeds, but not replacement proceeds, of that issue).

“Rebate Amount” has the meaning set forth in section 1.148-1(b) of the Treasury Regulations.

“Treasury Regulations” means the United States Treasury Regulations promulgated pursuant to sections 103 and 141 through 150 of the Code.

“Yield” shall have:

(1) with respect to any Investment or class of Investments, that meaning which is set forth in section 1.148-5 of the Treasury Regulations; and

(2) with respect to any issue, that meaning which is set forth in section 1.148-4 of the Treasury Regulations.

(B) *Not to Cause Interest to Become Taxable.* The Successor Agency shall not use, permit the use of, or omit to use Gross Proceeds of the Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds) in a manner that if made or omitted, respectively, could cause the interest on the Bonds to fail to be excluded pursuant to section 103(a) of the Code from the gross income of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Successor Agency receives a written opinion of Bond Counsel to the effect that failure to comply with such covenant will not adversely affect the exclusion pursuant to section 103(a) of the Code of interest on any Bond from the gross income of the owners thereof for federal income tax purposes, the Successor Agency shall comply with each of the specific covenants in this Section.

(C) *Private Use or Private Payments.* Except as would not cause any Bond to become a “private activity bond” within the meaning of section 141 of the Code and the Treasury Regulations and rulings thereunder, the Successor Agency shall at all times prior to the final cancellation of the last of the Bonds to be retired:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which has been or is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds or of the Prior Issue and not use or permit the use of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and

instrumentality thereof) other than a state or local government, or agency or instrumentality thereof, unless such use is solely as a member of the general public;

(2) not directly or indirectly impose or accept any charge or other payment by any governmental or nongovernmental person or entity in respect of the use of Gross Proceeds of the Bonds or of the Prior Issue, or of any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, of the type described in clause (i) foregoing, other than payments that are of taxes of general application within the jurisdiction of the Successor Agency; and

(3) where the Bonds are refunded, the Successor Agency will apply the foregoing restrictions taking cognizance of the provisions of sections 1.141-3(g) and 1.141-4(c)(2)(ii) of the Treasury Regulations and of any subsequently adopted rules or regulations applicable to such a refunding.

(D) *No Private Loan.* Except as would not cause any Bond to become a “private activity bond” within the meaning of section 141 of the Code and the Treasury Regulations and rulings thereunder, the Successor Agency shall not use Gross Proceeds to make or finance any loan to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity not only if such Gross Proceeds are provided to such a person or entity under circumstances that create an indebtedness of that person or entity under local law or for federal income tax purposes, but also if: (a) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction that creates a debt for federal income tax purposes; (b) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (c) indirect benefits of such Gross Proceeds, or burdens and benefits of ownership of any property acquired, constructed or improved with such Gross Proceeds, are otherwise transferred in a transaction that is the economic equivalent of a loan. For purposes of this covenant, the Successor Agency will treat any transaction constituting a loan of Gross Proceeds of the Prior Issue as resulting in a loan of Gross Proceeds of the Bonds.

(E) *Not to Invest at Higher Yield.* Except as would not cause any Bond to become an “arbitrage bond” within the meaning of section 148 of the Code and the Treasury Regulations and rulings thereunder, the Successor Agency shall not, at any time prior to the final cancellation of the last Bond to be retired, directly or indirectly invest Gross Proceeds of the Bonds in any Investment, if as a result of such investment the Yield of any Investment or class of Investments acquired with Gross Proceeds, whether then held or previously disposed of, would materially exceed the Yield of the Bond, all as determined in accordance with the provisions of said section 148 and Treasury Regulations and rulings.

(F) *Not Federally Guaranteed.* Except to the extent permitted by section 149(b) of the Code and the Treasury Regulations and rulings thereunder, the Successor Agency shall not take or omit to take any action that would cause any Bond to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Treasury Regulations and rulings thereunder. Without limitation of the foregoing, the Successor Agency will not permit any portion of the debt service on the Bonds to be guaranteed (in whole or in part) by the United States, or more than 5% of the proceeds of the Bonds to be loaned to any person under which the obligation of that person to repay such loan is guaranteed (in whole or in part) by the United States, or more than 5% of the proceeds of the Bonds to be invested (directly or indirectly) in federally insured deposits or

accounts. For this purpose, a guarantee or insurance by an agency or instrumentality of the United States will be treated as though made or provided by the United States.

(G) *Information Report.* The Successor Agency shall timely file any information required by section 149(e) of the Code with respect to the Bonds with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(H) *Rebate of Arbitrage Profits.* Except to the extent otherwise provided in section 148(f) of the Code and the Treasury Regulations, in order to assure that no Bond is treated as an arbitrage bond:

(1) the Successor Agency shall account for all Gross Proceeds of the Bonds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Bond is discharged. However, to the extent permitted by law, the Successor Agency may commingle Gross Proceeds of Bonds with its other monies, provided that it separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith in accordance with applicable Treasury Regulations;

(2) not less frequently than each Computation Date, the Successor Agency shall retain the services of a qualified rebate analyst to calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Treasury Regulations and rulings thereunder. The Successor Agency promptly shall report to the Trustee the results of such calculation, including the basis therefor, in sufficient detail and on a timely basis in order that the Successor Agency shall be able to comply with its covenants herein. The Trustee shall maintain a copy of the calculation with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date;

(3) to assure the exclusion pursuant to section 103(a) of the Code of interest on Bonds from the gross income of the owners thereof for federal income tax purposes, the Successor Agency shall provide to the Trustee for deposit into a "Rebate Fund" (established hereby and to be held in trust by the Trustee and governed by the Tax Certificate) an amount sufficient to permit the Successor Agency timely to pay to the United States the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in section 1.148-3(e)(2) of the Treasury Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, such rebate payments shall be made by the Successor Agency at the times and in the amounts as are or may be required by section 148(f) of the Code and the Treasury Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Treasury Regulations and rulings thereunder for execution and filing by the Successor Agency; and

(4) the Successor Agency shall exercise reasonable diligence to assure that no error is made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including by payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under section 1.148-3(h) or other provision of the Code or Treasury Regulations.

(I) *Not to Divert Arbitrage Profits.* Except to the extent permitted by section 148 of the Code and the Treasury Regulations and rulings thereunder, the Successor Agency shall, not at any time prior to the final cancellation of the last of the Bonds to be retired, enter into any transaction that reduces the amount required to be paid to the United States pursuant to paragraph (H) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield on the Bonds not been relevant to either party.

(J) *Bonds Not Hedge Bonds.* The Successor Agency represents and covenants that neither the Prior Issue or the Bonds does or will not comprise "hedge bonds" within the meaning of section 149(g) of the Code. Without limitation of the foregoing, with respect to the Prior Issue, the Successor Agency warrants that: (i)(A) on the date of issuance of that issue the Prior Agency reasonably expected (based upon its own knowledge and upon representations made by other governmental persons upon the issuance of those obligations) that within the three-year period commencing on such date no less than 85% of the spendable proceeds of that issue would be expended for the governmental purposes thereof and (B) at no time has been or will be more than 50% of the proceeds of that issue invested in Nonpurpose Investments having a substantially guaranteed yield for a period of four years or more. For purposes of the preceding sentence, amounts treated as proceeds of the Prior Issue have been treated as continuing so to be proceeds of the Prior Issue notwithstanding the refunding thereof by the Bonds.

(K) *Use of Proceeds; Weighted Average Maturity.* The Successor Agency hereby represents and covenants that it will apply the proceeds of the Bonds in a manner so that the weighted average maturity of the Bonds does not exceed 120% of the average reasonably expected remaining economic life of the facilities financed or refinanced therewith (all determined in accordance with the provisions of section 147(b) of the Code).

(L) *Elections.* The Successor Agency hereby directs and authorizes the Executive Director of the Successor Agency to make elections permitted or required pursuant to the provisions of the Code or the Treasury Regulations, as such authorized Successor Agency representative (after consultation with Bond Counsel) deems necessary or appropriate in connection with the Bonds, in the Bond as to Tax Exemption or similar or other appropriate certificate, form or document.

(M) *Closing Certificate.* The Successor Agency agrees to execute and deliver in connection with the issuance of Bonds a Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141-150 of the Code, or similar document containing additional representations and covenants pertaining to the excludability of interest from the gross income of the Owners for federal income tax purposes, which representations and covenants are incorporated as though expressly set forth herein.

Covenant 11. Further Assurances. The Successor Agency covenants 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.

## ARTICLE VI

### THE TRUSTEE

#### Section 6.1 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 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 prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Successor Agency may remove the Trustee upon two (2) Business Day's written notice, 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 has ceased to be eligible in accordance with subsection (e) of this Section, or has become incapable of acting, or has been adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property has been appointed, or any public officer shall have taken 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 appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving prior 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 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 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 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, with a copy to the Successor Trustee, 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 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. Notwithstanding any other provisions of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

(e) Every successor Trustee appointed under the provisions of this Indenture shall be a trust company, national banking association, or bank in good standing authorized to exercise trust powers or having the powers of a trust company and duly authorized to exercise trust powers within the State having a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, national banking association, or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of 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.

(f) The Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

(g) Before taking any action under Article VIII or this Section 6.1 at the request or direction of the Owners, the Trustee may require that an indemnity bond satisfactory to the Trustee 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 its willful misconduct in connection with any action so taken.

Section 6.2 Merger or Consolidation. Any bank, national banking association, or trust company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank, national banking association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association, or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association, or trust company shall be eligible under subsection (e) of Section 6.1, 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 6.3 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 Bonds 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 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 by a responsible officer, unless 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 in good faith 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 hereunder unless and until it shall have actual knowledge thereof, or shall have received written notice thereof at its Corporate Trust Office. 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.

(f) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder.

(g) The Trustee may execute any of the trust or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

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

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

(j) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is

to be added or deleted from the listing. If the Successor Agency elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Successor Agency understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

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

Section 6.4 Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, in the absence of negligence or willful misconduct by the Trustee. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or willful misconduct by the Trustee, 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.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

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 in good faith 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 of report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.5 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 during regular business hours upon reasonable notice to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 6.6 Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Indenture. Upon the occurrence of an Event of Default, the Trustee shall have a first lien on the Pledged 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 incurred in declaring such Event of Default and in exercising the rights and remedies set forth in Article VIII.

The Successor Agency further covenants and agrees to indemnify and hold the Trustee and its officers, directors, agents and employees, harmless against any loss, expense (including legal fees and expenses), and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses and those of its attorneys and advisors of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency under this section shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.7 Investment of Moneys in Funds and Accounts. Subject to the provisions of Article VI hereof, all moneys held by the Trustee in a Fund or Account, 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 subsection (i) of the definition thereof if the Successor Agency has previously so directed the Trustee in writing or shall be held by the Trustee uninvested.

(a) Moneys in the Redevelopment Obligation Retirement Fund shall be invested by the Successor Agency only in obligations permitted by the Health and Safety Code 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 Revenue Fund shall be invested by the Trustee only in obligations which will by their terms mature on such dates as to ensure that before each Interest Payment Date 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.

(c) Moneys in the Reserve Fund shall be invested by the Trustee in (i) obligations which will by their terms mature on or before the date of the final maturity of the Bonds or five (5) years from the date of investment, whichever is earlier or (ii) an Investment Agreement which permits withdrawals or deposits without penalty at such time as such moneys will be needed or to replenish the Reserve Fund.

(d) Moneys in the Rebate Fund shall be invested in Defeasance Securities which mature on or before the date such amounts are required to be paid to the United States.

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, the Principal Account, the Sinking Account, the Redemption Account or the Reserve Fund, to the extent they exceed the amount required to be in such Account, shall be transferred on each Interest Payment Date to the Revenue Fund. All interest earnings on monies invested in the Rebate Fund shall be retained in such Fund and applied as set forth in the Tax Certificate. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 6.7. 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 6.7 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 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 Fair Market Value; (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 Fair Market Value; (iii) as to certificates of deposit and bankers acceptances: the face amount thereof; and (iv) as to any investment not specified above: the value thereof established by prior agreement between the Successor Agency and the Trustee. Notwithstanding (i) through (iv) above, the Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow its normal practice in determining the value of Permitted Investments, which may include utilizing computerized securities pricing services that may be available to it, including those available through its regular accounting system.

Section 6.8 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 made by it relating to the proceeds of the Bonds and all funds and accounts held by it established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency at reasonable hours and under reasonable circumstances with reasonable prior notice. The Trustee shall furnish to the Successor Agency, at least quarterly, an accounting of all transactions in the form of its regular account statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.9 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 or Successor Agency appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.9 are adopted to these ends.

In the event that the Trustee or Successor Agency appoint 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 to exercise such powers, rights and remedies, and every covenant an obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Successor Agency be required by the separate trustee or co-trustee so appointed by the Trustee or Successor Agency 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.

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

## ARTICLE VII

### MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.1 Amendment Without Consent of Owners. 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 consent of any Owners, to the extent permitted by law and any for 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 power herein reserved to or conferred upon the Successor Agency; or

(b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture, or as to any other provisions of the Indenture as the Successor Agency may deem necessary or desirable, in any case which do not have a material and adverse effect on the security for the Bonds granted hereunder; or

(c) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute; or

(d) to modify or amend any provision of this Indenture with any effect and to any extent whatsoever permissible by law, provided that any such modification or amendment shall apply only to the Bonds issued and delivered subsequent to the execution and delivery of the applicable Supplemental Indenture.

The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 7.2 Amendment With Consent of Owners. Except as set forth in Section 7.1, 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 (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or extend the time of payment, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (iii) permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture or deprive the Owners of the Bonds of the lien created by this Indenture on such Pledged Tax Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Successor Agency and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall cause to be mailed a notice (the form of which shall be furnished to the Trustee by the Successor Agency), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 7.3 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 7.4 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 Corporate Trust Office of the Trustee, 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 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 Corporate Trust Office of the Trustee, without cost to such Owners.

Section 7.5 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.

Section 7.6 Opinion of Counsel. The Trustee shall be provided an opinion of counsel that any such Amendment or Supplemental Indenture entered into by the Successor Agency and the Trustee complies with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.1 Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(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 thirty (30) days following receipt by the Successor Agency of written notice from the Trustee or any Owner of not less than 50% in aggregate principal amount of the Outstanding Bonds; provided, that if such default is such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Successor Agency within the applicable period and diligently pursued until the default is corrected, which period shall not be longer than sixty (60) days from the date of written notice specifying the failure; or

(c) if the Successor Agency shall commence a voluntary action under Title 11 of the United States Code or any substitute or successor statute.

If an Event of Default has occurred and is continuing, the Trustee may, or if requested in writing by the Owners of the majority in aggregate principal amount of the Bonds then Outstanding, the Trustee shall, by written notice to the Successor Agency, (a) only in the event of a default under Section 8.1(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, and (b) upon any Event of Default (with receipt of indemnity to its satisfaction) exercise any remedies available to the Trustee and the Owners in law or at equity.

Immediately upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. 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 Successor Agency, and the Owners in the same manner as provided herein for notices of redemption of the Bonds, which shall include the statement 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) at the net effective rate then borne by the Outstanding Bonds, and the reasonable fees and expenses of the Trustee, including but not limited to attorneys' fees, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the 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.

Upon the occurrence of an event of default, the Trustee may, with the consent of a majority of the Owners, by written notice to the Successor Agency, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Indenture in the Bonds to the contrary notwithstanding.

Section 8.2 Application of Funds Upon Acceleration. All of the Pledged 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 8.1, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the order following, 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 and counsel including all sums owed the Trustee pursuant to Section 6.6 herein; and

Second, to the payment pro rata of the whole amount then owing and on the Bonds (and any refunding bonds payable from Pledged Tax Revenues on a parity with Outstanding 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 or any Bond over any other Bond.

Section 8.3 Power of Trustee to Control Proceedings. If the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed

with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.4 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 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 provisions 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 interest and redemption premium (if any) 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 or any other provision of this Indenture.

Section 8.5 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 Pledged 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 to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner 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 by the Health and Safety Code 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.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners, the Successor Agency 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 8.6 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 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 the Trustee shall have no duty or obligation to enforce any such right or remedy if it has not been indemnified to its satisfaction from loss, liability or any expense including, but not limited to reasonable fees and expenses of its attorneys.

Section 8.7 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 by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Health and Safety Code or any other law.

## ARTICLE IX

### MISCELLANEOUS

Section 9.1 Benefits Limited to Parties. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Successor Agency, the Trustee, and the registered Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Successor Agency, the Trustee, and the registered Owners of the Bonds.

Section 9.2 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 9.3 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:

(i) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all Outstanding Bonds, including all principal, interest and redemption premiums, (if any), or;

(ii) 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 Outstanding Bonds, including all principal, interest and redemption premiums (if any), or,

(iii) by irrevocably depositing with the Trustee or another fiduciary, in trust, Defeasance Securities in such amount as an Independent Certified Public 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 (including all principal, interest and redemption premiums, if any) 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 2.3(h) 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 Pledged Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture with respect to all Outstanding Bonds shall cease and terminate, except only (a) the obligation of the Trustee to transfer and exchange Bonds hereunder and (b) 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. Notice of such election shall be filed with the Trustee. Any funds thereafter held by the Trustee, which are not required for said purpose, shall be paid over to the Successor Agency.

Section 9.4 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 provided 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 in good faith and in accordance therewith.

Section 9.5 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, provided, however, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded. Upon request of the Trustee, the Successor Agency and the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 9.6 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 redemption premium (if any) 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 9.7 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 destroy such Bonds and upon written request of the Successor Agency, provide the Successor Agency a certificate of destruction. The Successor Agency shall be entitled to rely

upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.8 Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, or sent by telegram or facsimile, addressed as follows:

If to the Successor Agency: Successor Agency to Brawley Community Redevelopment Agency  
c/of City of Brawley  
383 W. Main Street  
Brawley, California 92227  
Attention: Executive Director

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.  
400 South Hope Street, Suite 400  
Los Angeles, California 90071  
Attention: Corporate Trust Department

If to the Rating Agency: Standard & Poor's  
State & Local Government  
55 Water Street  
New York, New York 10041

Section 9.9 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 6.1 hereof, be assumed by and vest in the Finance Officer of the Successor Agency in trust for the benefit of the Owners that the Finance Officer 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 Owners, pending appointment of a successor Trustee in accordance with the provisions of Section 6.1 hereof.

Section 9.10 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, 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 (if any) 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 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.

Section 9.13 Payments Due on Other Than a Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment, with no interest accruing for the period from and after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided therefore in this Indenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO BRAWLEY COMMUNITY REDEVELOPMENT AGENCY, has caused this Indenture to be signed in its name by its Executive Director and attested by its Secretary, and The Bank of New York Mellon Trust Company, N.A., in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer hereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Secretary

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

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**(FORM OF BOND)**

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF CALIFORNIA**  
**(COUNTY OF IMPERIAL)**

**SUCCESSOR AGENCY TO BRAWLEY**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**TAX ALLOCATION REFUNDING BONDS, SERIES 2015A**

Interest Rate	Maturity Date	Dated Date	CUSIP
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The SUCCESSOR AGENCY TO BRAWLEY COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Successor Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal 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 next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth calendar day of the month preceding such interest payment date (a "Record Date"), in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or before \_\_\_\_\_ 20\_\_, in which event it shall bear interest from the Dated Date stated 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 rate per annum stated above, payable semiannually on April 1 and October 1 in each year (each an "Interest Payment Date"), commencing \_\_\_\_\_, 20\_\_, calculated on the basis of a 360-day year composed of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed on the interest payment date by first class mail to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee at the close of business on the Record Date next preceding such interest payment date; provided, however, that upon the written request of any Registered Owner of at least \$1,000,000 in principal amount of Bonds received by the Trustee at least fifteen (15) days prior to such Record Date, payment

shall be made by wire transfer in immediately available funds to an account in the United States designated by such Owner.

This Bond is one of a duly authorized issue of Bonds of the Successor Agency designated as "Successor Agency to Brawley Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A" (the "Bonds"), in an aggregate principal amount of \$[2015A PAR AMOUNT], 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 the Community Redevelopment Law, beginning with Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code of the State of California (the "Health and Safety Code"), and pursuant to an Indenture, dated as of [Dated Date], entered into by and between the Successor Agency and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. No additional bonds, notes or other obligations may be issued on a parity with the Bonds. Reference is hereby made to the Indenture (a copy of which is on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Health and Safety Code for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Pledged 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 shall be and are special obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from Pledged Tax Revenues and other funds as hereinafter provided. The Bonds, interest thereon and premium, if any, are not a debt of the City, the County, the State or any of its political subdivisions (except the Successor Agency), and none of the City, the County, the State nor any of its political subdivisions (except the Successor Agency) is liable thereon. The Bonds, interest thereon and premium, if any, are not payable from any funds or properties other than those set forth in this Indenture. None of the members of the Successor Agency Board, or any persons executing the Bonds is liable personally on the Bonds by reason of their issuance.

There has been created and will be maintained by the Successor Agency the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Pledged Tax Revenues shall be deposited and transferred to the Trustee for deposit into the Revenue Fund (as defined in the Indenture) from which the Trustee shall pay the principal of and interest and redemption premium (if any) on the Bonds when due. As and to the extent set forth in the Indenture, all such Pledged Tax Revenues are exclusively and irrevocably pledged to and constitute a trust fund for, in accordance with the terms hereof and the provisions of the Indenture and the Health and Safety Code, the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds. Except for the Pledged Tax Revenues and such moneys, 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.

The Bonds are subject to redemption prior to their maturity as provided in the Indenture. 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 each 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 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 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 shall not be required to register the transfer or exchange of any Bond (i) during the period established by the Trustee for selection of Bonds for redemption or (ii) 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 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, reduce the percentage of Bonds required for the written consent to any such amendment or modification or, without its written consent thereto, modify any of the rights or obligations of the Trustee.

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 Health and Safety Code 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 Health and Safety Code 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 to Brawley Community Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signatures of its Chairman and its Secretary, all as of the Delivery Date.

SUCCESSOR AGENCY TO BRAWLEY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

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

Authentication Date: \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Authorized Officer

**(FORM OF ASSIGNMENT)**

For value received the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the bond register of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Note: 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.

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an "eligible guarantor institution."

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2015

**NEW ISSUE—BOOK-ENTRY**

**RATINGS:**  
S&P: “\_” (Insured)  
S&P: “\_” (Underlying)  
See “Ratings” herein

*In the opinion of Norton Rose Fulbright US LLP, Los Angeles California under existing statutes, regulations, rulings and court decisions, and assuming compliance with the tax covenants described herein, interest on the Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 from the gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It is also the opinion of Bond Counsel that under existing law interest on the Bonds is exempt from personal income taxes of the State of California. See “TAX MATTERS” herein.*

**[\$[Series A Par]\*  
Successor Agency to Brawley  
Community Redevelopment Agency  
Tax Allocation Refunding Bonds,  
Series 2015A**

**Dated: Delivery Date**

**Due: October 1, as shown on the inside cover**

The \$[Series A Par]\* aggregate principal amount of Successor Agency to the Community Brawley Redevelopment Agency of Tax Allocation Refunding Bonds, Series 2015A (the “Bonds”) are being issued by the Successor Agency to the Brawley Community Redevelopment Agency (the “Successor Agency”) pursuant to an Indenture, dated as of [Dated Date] (the “Indenture”), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

The Bonds are being issued to (i) redeem and defease the \$5,875,000 Brawley Community Redevelopment Agency Brawley Redevelopment Project Area No. 1 2006 Tax Allocation Bonds (the “Refunded Bonds”), currently outstanding in the aggregate principal amount of \$4,885,000; (ii) [purchase surety bond for the Reserve Fund,] (iii) [purchase a municipal bond insurance policy for the Bonds] and (iv) pay costs of issuance of the Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” and “PLAN OF REFUNDING” herein.

The Bonds will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to ultimate purchasers (“Beneficial Owners”) in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the Bonds. Principal on the Bonds is due annually on October 1 of each year, commencing October 1, 2016, and interest on the Bonds is due semiannually on April 1 and October 1 of each year, commencing April 1, 2016, payable by the Trustee, to DTC for subsequent disbursement to DTC participants, so long as DTC or its nominee remains the registered owner of the Bonds. See “THE BONDS—Book-Entry System” herein.

The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS—Redemption” herein.

**The Bonds shall be and are special obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from Pledged Tax Revenues, and other funds as provided in the Indenture. The Bonds, interest and premium, if any, thereon are not a debt of the City of Brawley (the “City”), the County of Imperial (the “County”), the State of California (the “State”) or any of its political subdivisions (except the Successor Agency), and none of the City, the County, the State nor any of its political subdivisions (except the Successor Agency) is liable thereon.**

[The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy for the Bonds to be issued concurrently with the issuance of the Bonds by \_\_\_\_\_. See “BOND INSURANCE” herein.]

[insurer logo]

**This cover page contains certain information for general reference only. It is not a summary of the security or terms of this issue. Investors must read this entire Official Statement to obtain information essential to making an informed investment decision with respect to the Bonds.**

The Bonds are offered, when, as and if issued and accepted by the Underwriter, subject to the approval of validity by Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel to the Successor Agency. Certain legal matters will be passed on for the Successor Agency by Norton Rose Fulbright US LLP, Los Angeles, California, as Disclosure Counsel. Certain legal matters will be passed on for the Underwriter by Stradling Yocca Carlson & Rauth, A Professional Corporation, Newport Beach, California, as Underwriter’s Counsel. It is anticipated that the Bonds will be available for delivery through the book-entry facilities of DTC in New York, New York, on or about \_\_\_\_\_, 2015.

**BOSC, INC.**

A Subsidiary of BOK Financial Corporation

Dated: \_\_\_\_\_, 2015

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

\* Preliminary, subject to change.

**MATURITY SCHEDULES**

**[\$[Series A Par]<sup>\*</sup>  
SUCCESSOR AGENCY TO THE BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY  
TAX ALLOCATION REFUNDING BONDS  
SERIES 2015A**

<b>Maturity Date (October 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>CUSIP<sup>†</sup> (Base )</b>
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\$ \_\_\_\_\_ % Term Bond maturing October 1, 20\_\_ Yield \_\_\_%; Price \_\_\_

<sup>\*</sup> Preliminary, subject to change.

<sup>†</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers have been assigned by an independent company not affiliated with the Successor Agency and are included solely for the convenience of investors. None of the Successor Agency, the Underwriter, or the Financial Advisor, is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

**SUCCESSOR AGENCY TO THE BRAWLEY COMMUNITY REDEVELOPMENT AGENCY**

**BOARD OF DIRECTORS**

George A. Nava, *Chair*  
Donald L. Wharton, *Member*  
Sam Couchman, *Member*  
Helen M. Noriega, *Member*  
Norma Jauregui, *Member*

**SUCCESSOR AGENCY/CITY STAFF**

Rosanna Bayon Moore, *Executive Director/City Manager*  
Ruby Walla, *City Finance Director*  
Alma Benavides, *Secretary/City Clerk*

**SPECIAL SERVICES**

**Financial Advisor**

Bartle Wells Associates  
Berkeley, California

**Bond and Disclosure Counsel**

Norton Rose Fulbright US LLP  
Los Angeles, California

**Trustee**

The Bank of New York Mellon Trust Company, N.A.  
Los Angeles, California

**Redevelopment Fiscal Consultant**

HdL Coren & Cone  
Diamond Bar, California

**Verification Agent**

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## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

The information set forth herein has been obtained from the Successor Agency and other sources believed to be reliable. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of their provisions. No dealer, broker, salesperson or any other person has been authorized by the Successor Agency, the Financial Advisor or the Underwriter to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein and, if given or made, such information or representations must not be relied upon as having been authorized by the Successor Agency or the Underwriter.

This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any offer or solicitation of such offer or any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale of the Bonds made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Successor Agency or in any other information contained herein, since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGES, AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (“EMMA”) website.

The City of Brawley maintains a website with information pertaining to the Successor Agency. However, the information presented therein is not incorporated into this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.

## **FORWARD-LOOKING STATEMENTS**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used, such as “plan,” “project,” “expect,” “anticipate,” “intend,” “believe,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Successor Agency does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

## OFFICIAL STATEMENT

**§[Series A Par]\***  
**Successor Agency to Brawley**  
**Community Redevelopment Agency**  
**Tax Allocation Refunding Bonds,**  
**Series 2015A**

### INTRODUCTION

#### General

This Official Statement, including the cover page and appendices hereto, sets forth certain information in connection with the sale of §[Series A Par] aggregate principal amount of Successor Agency to Brawley Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A (the “Bonds”) that are being issued by the Successor Agency to Brawley Community Redevelopment Agency (the “Successor Agency”).

#### Authority for Issuance

The Bonds are being issued pursuant to the Constitution and laws of the State of California (the “State”), including Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Bond Law”) and the Community Redevelopment Law, Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California (the “Redevelopment Law”). The Bonds are also being issued pursuant to an Indenture, dated as of [Dated Date] (the “Indenture”), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The issuance of the Bonds and the Indenture were authorized by the Successor Agency pursuant to Resolution No. 2015-60 adopted on October 6, 2015 (the “Resolution”) and by the Oversight Board of the Successor Agency pursuant to Resolution No. 2015-04 OB, adopted on October 9, 2015 (the “Oversight Board Resolution”). The California Department of Finance (the “Department of Finance”) has provided its letter to the Successor Agency stating that based on the Department of Finance’s review and application of the law, the Oversight Board Resolution approving the Bonds is approved.

All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in APPENDIX A – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” or, if not defined therein, shall have the meanings assigned to such terms in the Indenture.

#### Purpose and Application of Proceeds

The Bonds are being issued to (i) redeem and defease the \$5,875,000 Brawley Community Redevelopment Agency Brawley Redevelopment Project Area No. 1 2006 Tax Allocation Bonds (the “Refunded Bonds”), currently outstanding in the aggregate principal amount of \$4,885,000; (ii) [purchase a surety bond for the Reserve Fund,] (iii) [purchase a municipal bond insurance policy for the Bonds] and (iv) pay costs of issuance of the Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” and “PLAN OF REFUNDING.”

---

\* Preliminary, subject to change.

## **The City and the Successor Agency**

The City of Brawley, California (the “City”) is located in the center of the County of Imperial (the “County”) in the southeastern part of the State of California. The City is situated approximately 210 miles southeast of Los Angeles, 650 miles southeast of San Francisco, 126 miles east of San Diego, 230 miles west of Phoenix and 30 miles north of Mexicali, Mexico. The City is a general law city incorporated in 1908 and has a Council Manager form of government.

On June 29, 2011, Assembly Bill No. 26 (“AB x1 26”) was enacted as Chapter 5, Statutes of 2011, together with a companion bill, Assembly Bill No. 27 (“AB x1 27”). The provisions of AB x1 26 provided for the dissolution of all redevelopment agencies. The provisions of AB x1 27 permitted redevelopment agencies to avoid dissolution by the payment of certain amounts. A lawsuit was brought in the California Supreme Court, *California Redevelopment Association, et al., v. Matosantos, et al.*, 53 Cal. 4th 231 (Cal. Dec. 29, 2011), challenging the constitutionality of AB x1 26 and AB x1 27. The California Supreme Court largely upheld AB x1 26, invalidated AB x1 27, and held that AB x1 26 may be severed from AB x1 27 and enforced independently. As a result of AB x1 26 and the decision of the California Supreme Court in the California Redevelopment Association case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Brawley Community Redevelopment Agency (the “Predecessor Agency”), and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies.

The primary provisions enacted by AB x1 26 relating to the dissolution and wind down of former redevelopment agency affairs are Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code of the State, as amended on June 27, 2012 by Assembly Bill No. 1484 (“AB 1484”), enacted as Chapter 26, Statutes of 2012 (as amended from time to time, collectively, the “Dissolution Act”).

The Predecessor Agency was activated by the City Council of the City with the adoption of Ordinance No. 673 on April 5, 1976. The City Council, at the same time, declared itself to be the members of the Predecessor Agency and appointed the City Manager to be the Executive Director of the Predecessor Agency. Under the provisions of ABx1 26, the City became the Successor Agency to the Predecessor Agency for the purpose of paying certain enforceable obligations, including the Refunded Bonds, and winding up the affairs of the Predecessor Agency pursuant to ABx1 26. Subdivision (g) of Section 34173 of the Health and Safety Code of the State of California (the “Health and Safety Code”), added by AB 1484, expressly affirms that the Successor Agency is a separate public entity from the City, that the two entities shall not merge, and that the liabilities of the Predecessor Agency will not be transferred to the City nor will the assets of the Predecessor Agency become assets of the City.

## **The Redevelopment Plan**

The Redevelopment Plan for the Redevelopment Project Area No. 1 (the “Redevelopment Plan”) was approved by Ordinance No. 680 adopted by the City Council of the City on July 19, 1976. The original portion of the City of Brawley Redevelopment Project Area No. 1 consists of an area of approximately 335 acres (the “Original Project Area”). The Redevelopment Plan was amended by Ordinance No. 86-18, adopted on December 22, 1986, Ordinance No. 90-14, adopted on July 16, 1990, which amended the Redevelopment Plan by adding approximately 971 acres to the Original Project Area (the “Added Territory” and, together with the Original Project Area, the “Redevelopment Project Area”), Ordinance No. 94-07, adopted on December 19, 1994, which amended the Redevelopment Plan to comply with the requirements of Assembly Bill 1290 (“AB 1290”) and Ordinance No. 2006-05, adopted on June 6, 2006, which eliminated the time limit to incur debt, extended the time limit on the effectiveness of

the Redevelopment Plan to July 19, 2017 for the Original Project Area and to July 16, 2031 for the Added Territory, and extended the time limit to pay indebtedness or receive tax increment to July 19, 2027 for the Original Project Area and to July 16, 2041 for the Added Territory. Senate Bill 107, which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Predecessor Agency and the Successor Agency set forth in the Redevelopment Plan are not effective for purposes of paying the Successor Agency's enforceable obligations. Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant's Report were prepared without regard to the time and financial limitations set forth in the Redevelopment Plan for the Project Area.

### **Security for the Bonds**

The Dissolution Act requires the Imperial County Auditor-Controller (the "County Auditor-Controller") to determine the amount of property taxes that would have been allocated to the Predecessor Agency had the Predecessor Agency not been dissolved pursuant to the operation of AB x1 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller (the "Redevelopment Property Tax Trust Fund").

The Bonds will be secured by a pledge of and lien on Pledged Tax Revenues (as defined herein) pursuant to the Indenture and by a lien created by Section 34177.5(g) of the Health and Safety Code (added by the Dissolution Act) on monies deposited from time to time in the Redevelopment Property Tax Trust Fund. Under the Indenture, the Successor Agency must remit, from time to time, directly to the Trustee the amount of Pledged Tax Revenues to make the deposits required by the Indenture to pay debt service on the Bonds and to replenish the Reserve Fund, if necessary. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

### **Subordination of Statutory Pass-Through Payments**

Sections 33607.5 and 33607.7 of the Redevelopment Law require the Successor Agency to make "Statutory Pass-Through Payments" to taxing agencies whose territory is located within a project area to alleviate the financial burden or detriment caused by the redevelopment project. The Successor Agency has taken steps permitted under the Health and Safety Code to subordinate amounts payable under Section 33607.5 to the taxing agencies to debt service on the Bonds.

### **Special Obligations**

The Bonds shall be and are special obligations of the Successor Agency and are secured by an irrevocable pledge of, and are payable as to principal, interest and premium, if any, from Pledged Tax Revenues, and other funds as provided in the Indenture. The Bonds, interest and premium, if any, thereon are not a debt of the City, the County, the State of California (the "State") or any of its political subdivisions (except the Successor Agency), and none of the City, the County, the State or any of its political subdivisions (except the Successor Agency) is liable thereon.

### **Reserve Fund**

To secure the payment of the principal of and interest on the Bonds a Reserve Fund is established in the Indenture in an amount equal to the Reserve Requirement. "Reserve Requirement" means, for the Bonds, as of each calculation date, an amount equal to the least of (i) Maximum Annual Debt Service on all Outstanding Bonds, (ii) 10% of the initial offering price to the public of the Bonds, or (iii) 125% of the average Annual Debt Service as of the date of issuance of the Bonds.

[describe surety or revise for cash deposit, as applicable]

### **Further Information**

Descriptions of the Redevelopment Law, the Bond Law, the Dissolution Act, the Bonds, the Indenture, the Successor Agency, the Predecessor Agency, the City, the County Auditor-Controller and the Department of Finance are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Redevelopment Law, the Bond Law, the Dissolution Act, the Bonds, the Indenture, the Constitution and the laws of the State or the proceedings of the Predecessor Agency, the Successor Agency, the City, the County Auditor-Controller and the Department of Finance are qualified in their entirety by reference to such documents and laws. References herein to the Bonds are qualified in their entirety by the form thereof included in the Indenture and the information with respect thereto included herein, copies of which are all available for inspection at the offices of the Successor Agency.

### **PLAN OF REFUNDING**

Pursuant to the terms of an Escrow Agreement, dated as of [Dated Date] (the "Escrow Agreement"), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"), a portion of the proceeds of the Bonds, together with other available moneys (collectively, the "Escrow Deposit"), will be deposited into the Escrow Fund established under the Escrow Agreement and used to redeem and defease the Refunded Bonds. The Escrow Deposit will be sufficient to purchase investment securities (the "Defeasance Securities"), the maturing principal of and interest on which when due will provide moneys that, together with uninvested moneys deposited with the Escrow Agent, will be sufficient to redeem on \_\_\_\_\_, 201\_\_ (the "Redemption Date") the Refunded Bonds at a redemption price equal to 101% of the principal amount of the Refunded Bonds to be redeemed (the "Redemption Price") on the Redemption Date, plus accrued and unpaid interest to the Redemption Date.

\_\_\_\_\_, as verification agent (the "Verification Agent"), upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to it by the Successor Agency, relating to the sufficiency of moneys deposited into the Escrow Fund to provide for the redemption of the Refunded Bonds. The report of the Verification Agent will include a statement to the effect that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or date or information coming to its attention, subsequent to the date of its report. See "VERIFICATION OF MATHEMATICAL ACCURACY."

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## ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds are summarized as follows.

**Sources:**

Principal Amount of Bonds	\$
Net Premium/Discount	
Other Available Funds	<hr/>
<b>Total Sources</b>	<b>\$</b>

**Uses:**

Escrow Fund	\$
Costs of Issuance Fund <sup>(1)</sup>	<hr/>
<b>Total Uses</b>	<b>\$</b>

<sup>(1)</sup> Costs of Issuance include Underwriter's discount, fees and expenses for Bond Counsel, Disclosure Counsel, Financial Advisor, Fiscal Consultant, Verification Agent, Escrow Agents and Trustee, [premiums for municipal bond insurance and surety,] rating fee and other costs related to the issuance of the Bonds.

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## DEBT SERVICE SCHEDULE

The following table shows the annual debt service requirements on the Bonds.

<b>Bond Year Ending (October 1)</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
<b>TOTAL</b>			

## THE BONDS

### Authority for Issuance

The Bonds were authorized for issuance pursuant to the Indenture, the Redevelopment Law, the Bond Law, and the Dissolution Act. The issuance of the Bonds and the Indenture were authorized by the Successor Agency pursuant to Resolution No. 2015-60 adopted on October 6, 2015 (the “Resolution”) and by the Oversight Board for the Successor Agency pursuant to Resolution No. 2015-04 OB, adopted on October 9, 2015 (the “Oversight Board Resolution”).

Written notice of the Oversight Board Resolution was provided to the Department of Finance, pursuant to the Dissolution Act, on October 14, 2015. On \_\_\_\_\_, 2015, the Department of Finance provided a letter to the Successor Agency stating that based on the Department of Finance’s review and application of the law, the Oversight Board Resolution approving the Bonds was approved by the Department of Finance. See APPENDIX F – “STATE DEPARTMENT OF FINANCE APPROVAL LETTER.”

### Description of the Bonds

The Bonds will be issued and delivered as one fully-registered Bond in the denomination of \$5,000 and any integral multiple thereof (each an “Authorized Denomination”) for each maturity of Bonds, initially in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), as registered owner. The Bonds will be dated the date of their delivery (the “Delivery Date”) and mature on September 1 in the years and in the amounts shown on the inside cover pages of this Official Statement. Interest on the Bonds will be payable on each April 1 and October 1, commencing \_\_\_\_\_ 1, 2016 (each an “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 or draft of the Trustee mailed on the Interest Payment Date by first class mail to such Owner at the address of such Owner as it appears on the Registration Books; provided, however, that upon the written request of any Owner of at least \$1,000,000 in principal amount of Bonds received by the Trustee at least fifteen (15) days prior to such Record Date, payment shall be made by wire transfer in immediately available funds to an account in the United States designated by such Owner. Principal of and redemption premium (if any) on any Bond shall be paid only upon presentation and surrender thereof, at maturity or redemption, at the Corporate Trust Office of the Trustee. 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. Interest shall be calculated based upon a 360-day year of twelve thirty-day months. “Record Date” in respect of any Interest Payment Date means the fifteenth calendar day of the month preceding such Interest Payment Date whether or not such day is a Business Day.

### Book-Entry System

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX C – “BOOK-ENTRY SYSTEM.”

## **Redemption\***

**Optional Redemption.** The Bonds maturing on or before October 1, 20\_\_ are not subject to redemption prior to maturity. The Bonds maturing on and after October 1, 20\_\_ are subject to redemption prior to maturity in whole, or in part among maturities as determined by the Successor Agency on any date on or after October 1, 20\_\_, from any available source of funds, at 100% of the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the redemption date.

**Partial Redemption of Bonds.** If only a portion of any Bond is called for redemption, then upon surrender of such Bond the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Bond or Bonds of the same interest rate and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

**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 the 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.

**Manner of Redemption.** Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate.

**Notice of Redemption.** The Trustee on behalf of and at the expense of the Successor Agency will mail (by first class mail, postage prepaid or other means acceptable to the recipient thereof) notice of any redemption at least twenty (20) days but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and to the Information Services designated in a Written Request of the Successor Agency filed with the Trustee at the time the Successor Agency notifies the Trustee of its intention to redeem Bonds; however, 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 designate the CUSIP number of the Bonds to be redeemed, 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 (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered at the 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. Neither the Successor Agency nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Successor Agency nor the Trustee shall be liable for any inaccuracy in such numbers.

**Rescission of Redemption Notice.** Any notice given pursuant to this paragraph may be rescinded by written notice given to the Trustee by the Successor Agency and the Trustee shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice

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\* Preliminary, subject to change.

of such redemption was given pursuant to this Section, but in no event later than the date set for redemption.

### **No Priority; No Additional Parity Bonds; Refunding Bonds; Other Obligations**

The Successor Agency covenants that it will not issue any Obligations payable, either as to principal or interest, from the Pledged Tax Revenues which have any lien upon the Pledged Tax Revenues on a parity with or superior to the lien under the Indenture for the Bonds; provided, that the Successor Agency may issue and sell refunding bonds payable from Pledged Tax Revenues on a parity with Outstanding Bonds, if (a) annual debt service on such refunding bonds is lower than annual debt service on the Bonds or any other outstanding bonds of the Successor Agency, including the Senior Bonds, being refunded during every year the Bonds or such other outstanding bonds of the Successor Agency, as applicable, will be outstanding, (b) the debt service payment dates with respect to such refunding bonds are the same as for the Bonds and (c) the final maturity of any such refunding bonds is not shorter than the final maturity of the bonds being refunded.

### **BOND INSURANCE**

[to come, if applicable]

### **THE DISSOLUTION ACT**

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Predecessor Agency (pursuant to subdivision (b) of Section 16 of Article XVI of the State Constitution) had the Predecessor Agency not been dissolved pursuant to the operation of AB x1 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Predecessor Agency, with the same legal effect as if the bonds had been issued prior to effective date of AB x1 26, in full conformity with the applicable provision of the Redevelopment Law that existed prior to that date, and will be included in the Successor Agency's Recognized Obligation Payment Schedules.

The Dissolution Act further provides that bonds authorized thereunder to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that property tax revenues pledged to any bonds authorized to be issued by the Successor Agency under the Dissolution Act, including the Bonds, are taxes allocated to the Successor Agency pursuant to subdivision (b) of Section 33670 of the Redevelopment Law and Section 16 of Article XVI of the State Constitution.

Pursuant to subdivision (b) of Section 33670 of the Redevelopment Law and Section 16 of Article XVI of the State Constitution and as provided in a Redevelopment Plan, taxes levied upon taxable property in the Project Area each year by or for the benefit of the State, any city, county, city and county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the ordinance approving such Redevelopment Plan, or the respective effective dates of ordinances approving amendments to the Redevelopment Plan that added territory to the applicable Project Area are to be divided as follows:

- (a) *To Taxing Agencies:* That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the

total sum of the assessed value of the taxable property in the applicable project area as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the applicable Redevelopment Plan, or the respective effective dates of ordinances approving amendments to the Redevelopment Plan that added territory to the applicable project area (each, a "base year valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) *To the Predecessor Agency/Successor Agency:* Except for that portion of the taxes in excess of the amount identified in (a) above that is attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion shall be allocated to, and when collected shall be paid into, the fund of that taxing agency, that portion of the levied taxes each year in excess of such amount, annually allocated within the Plan Limit following the Delivery Date, when collected will be paid into a special fund of the Successor Agency. Section 34172 of the Dissolution Act provides that, for purposes of Section 16 of Article XVI of the State Constitution, the Redevelopment Property Tax Trust Fund shall be deemed to be a special fund of the Successor Agency to pay the debt service on indebtedness incurred by the Predecessor Agency or the Successor Agency to finance or refinance the redevelopment projects of the Predecessor Agency.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitutes the amount required under the Dissolution Act to be deposited by the County Auditor-Controller into the Redevelopment Property Tax Trust Fund. In addition, Section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date from paragraph (b) above.

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

### Background

Prior to the enactment of the Dissolution Act, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopts the redevelopment plan becomes the base year valuation. Assuming the taxable valuation never dropped below the base year level, the taxing agencies receiving property taxes thereafter would receive only that portion of the taxes produced by applying then current tax rates to the base year valuation; the redevelopment agency was allocated the remaining portion of property taxes (i.e., the portion measured by applying then current tax rates to the increase in valuation over the base year valuation). Such "incremental tax revenues" allocated to a redevelopment agency were authorized to be pledged to the payment of redevelopment agency obligations, including the Refunded Bonds.

### The Dissolution Act

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Predecessor Agency (pursuant to subdivision (b) of Section 16 of Article XVI of the State Constitution) had the Predecessor Agency not been dissolved pursuant to the

operation of AB x1 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Predecessor Agency, with the same legal effect as if the bonds had been issued prior to effective date of AB x1 26, in full conformity with the applicable provision of the Redevelopment Law that existed prior to that date, and will be included in the Successor Agency's Recognized Obligation Payment Schedules.

The Dissolution Act further provides that bonds authorized thereunder to be issued by the Successor Agency will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, and that tax revenues pledged to any bonds authorized to be issued by the Successor Agency under the Dissolution Act, including the Bonds, are taxes allocated to the Successor Agency pursuant to subdivision (b) of Section 33670 of the Redevelopment Law and Section 16 of Article XVI of the State Constitution.

### **Security and Sources of Payment for the Bonds**

The Bonds shall be equally secured by a pledge of, security interest in and a first and exclusive lien on all of the Pledged Tax Revenues, whether held in the Redevelopment Property Tax Trust Fund or by the Successor Agency or the Trustee, and a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Revenue Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account and all subaccounts in the foregoing) and in the Reserve Fund to the Trustee for the benefit of the applicable Owners of the Outstanding Bonds. The principal of and interest or redemption premium (if any) on the Bonds shall be payable from Pledged Tax Revenues. In addition, pursuant to Health and Safety Code section 34177.5(g), the Bonds shall be specifically secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund.

"Pledged Tax Revenues" means (a) means that portion of taxes levied (including all payments, reimbursements and subventions, if any, specifically attributable to *ad valorem* taxes lost by reason of business inventory tax or other exemptions and tax rate limitations) upon taxable property in the Project Area which is allocated to and paid into a special fund of the Successor Agency pursuant to Article 6 of Chapter 6 of the Health and Safety Code, Section 16 of Article XVI of the Constitution of the State and the Redevelopment Plan, as such portion of taxes may be modified by deductions and limitations imposed pursuant to the Health and Safety Code (including Section 33333.4 thereof), (b) investment earnings, and (c) reimbursements, subventions, including payments to the Successor Agency with respect to personal property generated from property located within the Redevelopment Project Area pursuant to Section 16110, *et seq.*, of the Government Code of the State of California, or other payments made by the State to the Successor Agency with respect to any property taxes that would otherwise be due on real or personal property but for an exemption of such property from such taxes. Tax Revenues shall not include amounts payable by the Successor Agency under agreements heretofore entered into pursuant to Section 33401 of the Health and Safety Code, as such Section authorized such agreements prior to January 1, 1995.

Except for the Pledged Tax Revenues and moneys in the Revenue Fund (including the Interest Account, the Principal Account, the Sinking Account and the Redemption Account and all subaccounts in the foregoing) and the Reserve Fund (and all Accounts therein), 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. Notwithstanding anything in the Indenture to the contrary, however, if Pledged Tax Revenues are insufficient for the deposits required hereunder or the payment of the principal of and interest or redemption premium (if any) on the Bonds, the Successor Agency may, but shall not be

obligated, to make such deposits or pay such principal of and interest or redemption premium (if any) on the Bonds from other legally available funds.

The Indenture will constitute a contract between the Successor Agency and the Trustee for the benefit of the Owners, and the covenants and agreements therein set forth to be performed on behalf of the Successor Agency and the Trustee are for the equal and proportionate benefit, security and protection of all Owners 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 in the Indenture.

### **Recognized Obligation Payment Schedules**

Before each June 1 property tax distribution date, with respect to each fiscal year, the Dissolution Act requires successor agencies to prepare, and submit to the successor agency's oversight board and the Department of Finance for approval, a Recognized Obligation Payment Schedule (the "Recognized Obligation Payment Schedule") pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. As defined in the Dissolution Act, "enforceable obligation" includes bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the Predecessor Agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and amounts borrowed from a low and moderate income housing fund.

Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the Low and Moderate Income Housing Fund, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, (v) the Redevelopment Property Tax Trust Fund (but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act), or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the Predecessor Agency, as approved by the Oversight Board). A reserve may be included on the Recognized Obligation Payment Schedule and held by the successor agency when required by the bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bond for the next payment due in the following six-month period.

The Dissolution Act provides that, commencing on the date that the first Recognized Obligation Payment Schedule is valid, only those payments listed in the Recognized Obligation Payment Schedule may be made by the Successor Agency from the funds specified in the Recognized Obligation Payment Schedule. Each annual Recognized Obligation Payment Schedule may be amended once, provided that (i) the Agency submits the amendment to the Department of Finance no later than October 1, (ii) the Oversight Board makes a finding that the amendment is necessary for the payment of approved enforceable obligations during the second half of the Recognized Obligation Payment Schedule period (from January 1 to June 30, inclusive), and (iii) the Successor Agency may only amend the amount requested for payment of approved enforceable obligations. The Department of Finance shall notify the Agency and the County Auditor-Controller as to whether the Successor Agency's requested amendment is approved at least 15 days before the January 2 property tax distribution.

The Recognized Obligation Payment Schedule must be submitted by the Agency, after approval by the Oversight Board, to the County Administrative Officer, the County Auditor-Controller, the

Department of Finance and the State Controller by February 1 in each year, commencing February 1, 2016. If the Successor Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule by such deadline, the City will be subject to a civil penalty equal to \$10,000 per day for every day that the schedule is not submitted. Additionally, the Successor Agency's administrative cost allowance will be reduced by 25% for any fiscal year for which the Successor Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline. If the Successor Agency fails to submit a Recognized Obligation Payment Schedule by the February 1 deadline, any creditor of the successor agency or the department or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the Successor Agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds, see "RISK FACTORS – Recognized Obligation Payment Schedules."

With respect to each Recognized Obligation Payment Schedule submitted by the Successor Agency, the Dissolution Act requires the Department of Finance to make a determination of the enforceable obligations and the amounts and funding sources available to pay approved enforceable obligations no later than April 15. Within five business days of the determination by the Department of Finance, the Successor Agency may request additional review by the Department of Finance and an opportunity to meet and confer on disputed items, if any. The Department of Finance will notify the Agency and the County Auditor-Controller as to the outcome of its review at least 15 days before the June 1 property tax distribution date preceding the applicable Recognized Obligation Payment Schedule period. Additionally, the County Auditor-Controller may review a submitted Recognized Obligation Payment Schedule and object to the inclusion of any items that are not demonstrated to be enforceable obligations and may object to the funding source proposed for any items, provided that the County Auditor-Controller must provide notice of any such objections to the Successor Agency, the Oversight Board and the Department of Finance at least 60 days prior to the next June 1 property tax distribution date.

The Successor Agency covenants that it will duly and punctually pay or cause to be paid the principal of and interest on the Bonds on the date, at the place and in the manner provided in the Bonds, and that it will take all actions required under the Health and Safety Code to include debt service on the Bonds on the applicable Recognized Obligation Payment Schedule, including any amounts required to replenish either Account within the Reserve Fund to the full amount of the Reserve Requirement.

### **Revenue Fund; Reserve Fund**

There are established under the Indenture special trust funds known as the "Revenue Fund" and the "Reserve Fund," which Funds will be held by the Trustee in trust for the Owners. The Trustee will send the Successor Agency on each November 1 and April 1 a Written Request specifying the amount of Pledged Tax Revenues required to be deposited in the Revenue Fund and/or the Reserve Fund, as applicable, including any amounts required to replenish the Reserve Fund to the full amount of the Reserve Requirement or reimburse for draws on any reserve surety for the Bonds. The Successor Agency will remit the amount requested pursuant to such Written Request to the Trustee within two (2) Business Days of receipt of distributions of Pledged Tax Revenues on January 2 and June 1 of each year.

Under the Indenture there are also created separate Accounts within the Revenue Fund as set forth below, to be known respectively as the Interest Account, the Principal Account, the Sinking Account, and the Redemption Account. Upon receiving Pledged Tax Revenues from the Successor Agency, the Trustee shall deposit all amounts received into the Revenue Fund or the Reserve Fund, as applicable, until such time during each Bond Year as the amounts so deposited equal the aggregate amounts required to be transferred to the Trustee in such Bond Year (i) for deposit into the Interest

Account, the Principal Account and the Redemption Account of the Revenue Fund and (ii) for deposit into the Reserve Fund, if necessary. Such deposits shall be in the following order of priority:

First *Interest Account.* On or before each Interest Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Interest Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest to become due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. Subject to the 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 as it becomes due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to the Indenture).

Second *Principal Account.* On or before each Principal Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Principal Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the principal becoming due and payable on the Outstanding Bonds on such Principal Payment Date. No deposit need be made into the Principal Account if the amount contained therein is at least equal to the principal to become due and payable on all Outstanding Bonds on the upcoming Principal Payment Date. Subject to the Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments on the Outstanding Bonds as they become due and payable.

On or before each Principal Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Sinking Account an amount of money equal to the Sinking Account Installment, if any, payable on the Sinking Account Payment Date in such Bond Year. The Trustee shall use moneys in the Sinking Account to redeem Bonds pursuant to the Indenture.

If there shall be insufficient money in the Revenue Fund to make in full all such principal payments and Sinking Account payments required to be made in such Bond Year, then the money available in the Revenue Fund shall be applied *pro rata* with respect to such principal payments and Sinking Account payments in the proportion that all such principal payments and sinking account payments bear to each other.

Third *Reserve Fund.* Subject to the Indenture, all money in the Reserve Fund will be used and withdrawn by the Trustee solely for the purpose of (i) making transfers to the related Interest Account, the Principal Account and the Sinking Account, in such order of priority, in the event of any deficiency at any time in any of such Accounts or (ii) for the retirement of all the Bonds then Outstanding. Any amount in the Reserve Fund in excess of the Reserve Requirement for the Bonds shall be withdrawn from the Reserve Fund on or before the Interest Payment Date by the Trustee and deposited in the Interest Account. All amounts in any Account in the Reserve Fund five (5) Business Days before the final Interest Payment Date shall be withdrawn therefrom by the Trustee and transferred either (i) to the Interest Account and then Principal Account and the Sinking Account (and subaccounts therein, as the case may be), to the extent required to make the deposits then required to be made under the Indenture, or (ii) if sufficient deposits have been made under the Indenture, then, as directed by the Successor Agency in any manner permitted by law pursuant to a Written Request of the Successor Agency.

The Reserve Requirement may be satisfied by crediting to the Reserve Fund moneys or a Qualified Reserve Fund Credit Instrument or any combination thereof, which in the aggregate

make funds available in the Reserve Fund in an amount equal to the applicable Reserve Requirement. Upon deposit of such Qualified Reserve Fund Credit Instrument, the Trustee shall transfer any excess amounts then on deposit in the Reserve Fund in excess of the Reserve Requirement into a segregated account of the Bond Fund, which monies shall be applied upon written direction of the Successor Agency either (i) to the payment within one year of the date of transfer of capital expenditures of the Successor Agency permitted by law, or (ii) to the redemption of Bonds on the earliest succeeding date on which such redemption is permitted hereby, and pending such application shall be held either not invested in investment property (as defined in section 148(b) of the Code), or invested in such property to produce a yield that is not in excess of the yield on the Bonds; *provided, however*, that the Successor Agency may by written direction to the Trustee cause an alternative use of such amounts if the Successor Agency shall first have obtained a written opinion of nationally recognized bond counsel substantially to the effect that such alternative use will not adversely affect the exclusion pursuant to section 103 of the Code of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In any case where the Reserve Fund is funded with a combination of cash and a Qualified Reserve Fund Credit Instrument, the Trustee shall deplete all cash balances before drawing on the Qualified Reserve Fund Credit Instrument. With regard to replenishment, any available moneys provided by the Successor Agency shall be used first to reinstate the Qualified Reserve Fund Credit Instrument and second, to replenish the cash in the Reserve Fund. If the Qualified Reserve Fund Credit Instrument is drawn upon, the Successor Agency shall make payment of interest on amounts advanced under the Qualified Reserve Fund Credit Instrument after making any payments pursuant to this subsection.

The Trustee will value the balances in the Reserve Fund on each September 1. If the balance in an Account in the Reserve Fund is less than the Reserve Requirement, the Trustee shall indicate the amount of such deficiency in a Written Request to the Successor Agency. Upon receipt of such Written Request, the Successor Agency shall immediately take all necessary action to cure such deficiency in such Account, including using best efforts to place the amount of such deficiency on a Recognized Obligation Payment Schedule. No transfers or deposits need be made to the Reserve Fund so long as there is on deposit therein a sum at least equal to the Reserve Requirement.

Fourth *Redemption Account.* On or before the 5th Business Day preceding any date on which Bonds are to be redeemed, the Successor Agency will deliver or cause to be delivered funds to the Trustee for deposit in the Redemption Account an amount required to pay the principal of, interest and premium, if any, on the Bonds (other than Bonds redeemed from sinking account payments) to be redeemed on such date. Subject to the Indenture, all moneys in the Redemption Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest or redemption premium (if any) on the Bonds to be redeemed on the date set for such redemption.

A Surplus Fund is established under the Indenture. Following the deposits described above, the Trustee will deposit any remaining Pledged Tax Revenues into the Surplus Fund. Following such deposit, the Trustee will transfer any Pledged Tax Revenues to the Successor Agency for the payment of any enforceable obligations of the Successor Agency, or, if no such payment is required, such amounts shall be distributed in accordance with the Dissolution Act and other applicable law as directed in writing by the Successor Agency.

## **Supremacy of Statutory Lien**

The Dissolution Act provides several remedies to the Department of Finance, the Auditor-Controller and to taxing entities with respect to the recovery of assets of the Predecessor Agency and amounts due to the taxing entities. One such remedy is contained in Section 34179.6(h)(2) of the Dissolution Act, which reads as follows:

“Alternatively or in addition to the remedies provided in paragraph (1), the department may direct the county auditor-controller to deduct the unpaid amount from future allocations of property tax to the successor agency under Section 34183 until the amount of payment required pursuant to subdivision (d) is accomplished.”

The reference above in Section 34179(h)(2) to Section 34183 refers to moneys in the Redevelopment Property Tax Trust Fund that constitute Pledged Tax Revenues. Notwithstanding the above, Section 34177.5(g) of the Dissolution Act creates a statutory pledge of, and lien on, certain moneys in the Redevelopment Property Tax Trust Fund, namely, the moneys referred to in Section 34183(a)(2), to secure payment of debt service on the Bonds.

## **Elimination of Housing Set-Aside**

Pursuant to Sections 33334.2 and 33334.3 of the Redevelopment Law, redevelopment agencies were required to set aside not less than twenty percent of all tax increment revenues allocated to redevelopment agencies from redevelopment project areas adopted after December 31, 1976, in a low- and moderate-income housing fund to be expended for authorized housing purposes. Amounts on deposit in the low- and moderate-income housing fund could be applied to pay debt service on bonds, loans, or advances of redevelopment agencies to finance low- and moderate-income housing projects.

The Dissolution Act eliminated the requirement that twenty percent of tax increment revenue be set aside and used exclusively for purposes of providing low and moderate income housing. The Bonds are payable from amounts of tax increment revenue that prior to the Dissolution Act were required to be set aside for low and moderate income housing. Despite the elimination of the requirement to set aside such twenty percent of tax increment revenue, the pledge of the Pledged Tax Revenues preserves the lien on the twenty percent set-aside with respect to the Bonds and any debt on a parity with the Bonds hereafter issued.

## **Imperial County Auditor-Controller**

The County Auditor-Controller is responsible for establishing County fiscal and internal control policies and procedures; administering the County payroll; conducting audits and fraud investigations; monitoring social services contracts; performing mandated property tax functions; disbursing warrants to vendors, child support recipients, judgment and damages to claimants; and managing the County's enterprise financial and payroll systems.

The Dissolution Act assigns county auditors numerous responsibilities, including the responsibility to deposit tax increment revenues attributable to each successor agency into a Redevelopment Property Tax Trust Fund held in the county treasury in the name of each successor agency. Pursuant to the Dissolution Act, county auditors disburse funds from each Redevelopment Property Tax Trust Fund twice annually, on January 2 and June 1. Such amounts include payments to affected taxing entities, payments that are required to be paid from tax increment as approved on a Recognized Obligation Payment Schedule, and various administrative fees and allowances. Remaining

Redevelopment Property Tax Trust Fund balances are distributed to affected taxing entities under a prescribed method that accounts for pass-through payments. County auditors are also responsible for distributing other moneys received from successor agencies (from sale of assets etc.) to the affected taxing entities.

### **Certain Covenants of the Successor Agency**

As long as the Bonds are outstanding, the Successor Agency will (through its proper members, officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Indenture or in any Bond issued under the Indenture, including the following covenants and agreements for the benefit of the Owners which are necessary, convenient, and desirable to secure the Bonds:

Compliance with Health and Safety Code. The Successor Agency covenants that it will comply with all applicable requirements of the Health and Safety Code.

Recognized Obligation Payment Schedule. Pursuant to Section 34177 of the Health and Safety Code, by each February 1, commencing on February 1, 2016 (or such other dates as are specified in the Health and Safety Code or other applicable law), the Successor Agency shall prepare and submit an Oversight Board-approved Recognized Obligation Payment Schedule to the State Department of Finance and to the County Auditor-Controller, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations of the Successor Agency are listed, including debt service with respect to the Bonds. Such Recognized Obligation Payment Schedule shall include all scheduled interest and principal payments on the Bonds that are due and payable on April 1 and October 1 of the Bond Year ending on October 1 of the next ensuing calendar year, together with any amount required to replenish any Account in the Reserve Fund.

Punctual Payment. The Successor Agency covenants that it will duly and punctually pay or cause to be paid the principal of and interest on the Bonds on the date, at the place and in the manner provided in the Bonds, and that it will take all actions required under the Health and Safety Code to include debt service on the Bonds on the applicable Recognized Obligation Payment Schedule, including any amounts required to replenish either Account within the Reserve Fund to the full amount of the Reserve Requirement.

No Priority; No Additional Parity Bonds; Refunding Bonds; Other Obligations. The Successor covenants that it will not issue any parity obligations, other than refunding bonds. See "THE BONDS – No Priority; No Additional Parity Bonds; Refunding Bonds; Other Obligations."

Use of Proceeds: Management and Operation of Properties. The Successor Agency covenants that the proceeds of the sale of the Bonds will be deposited and used as provided in the Indenture and that it will manage and operate all properties owned by it comprising any part of the Project Area in a sound and proper manner and in accordance with applicable law.

Payment of Taxes and Other Charges. The Successor Agency covenants 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 any Project Area, 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 Pledged Tax Revenues or other legally available funds to pay the principal of and interest and redemption premium (if any) 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.

Books and Accounts; Financial Statements. The Successor Agency covenants that it will at all times keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries are made of the financial transactions and records of the Successor Agency. Within two hundred seventy (270) days after the close of each Fiscal Year an Independent Certified Public Accountant shall prepare an audit of the financial transactions and records of the Successor Agency for such Fiscal Year. To the extent permitted by law, such audit may be included within the annual audited financial statements of the City. Upon written request, the Successor Agency shall, as soon practicable, furnish a copy of each audit to any Owner.

Protection of Security and Rights of Owners. The Successor Agency covenants to preserve and protect the security of the Bonds and the rights of the Owners and to contest by court action or otherwise (a) the assertion by any officer of any government unit or any other person whatsoever against the Successor Agency that the Pledged Tax Revenues pledged under the Indenture cannot be used to pay debt service on the Bonds or (b) any other action affecting the validity of the Bonds or diluting the security therefor, including, with respect to the Pledged Tax Revenues, the senior lien position of the Bonds to the Statutory Pass-Through Amounts that have been subordinated to the payment of debt service on the Bonds.

Continuing Disclosure. The Successor Agency covenants that it will comply with and carry out all of the provisions of its Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure by the Successor Agency to comply with its Continuing Disclosure Agreement shall not be considered an Event of Default; however, any participating underwriter, Owner or beneficial owner of any Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Tax Covenants. The Successor Agency covenants and agrees not to use, permit the use of, or omit to use Gross Proceeds of the Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds) in a manner that if made or omitted, respectively, could cause interest on the Bonds to fail to be excluded pursuant to section 103 of the Code from the gross income of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Successor Agency receives a written opinion of Bond Counsel to the effect that failure to comply with such covenant will not adversely affect the exclusion from gross income of interest on any Bond, the Successor Agency shall comply with each of the specific covenants in the Indenture.

See APPENDIX A – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Tax Covenants.”

### **Subordination of Statutory Pass-Throughs**

The Original Project Area was established by the approval of Ordinance No. 680 on July 19, 1976 and amended by Ordinance No. 86-18 on December 22, 1986 and consists of an area of approximately 335 acres. Amendment No. 1, established by the adoption of Ordinance No. 90-14 on July 16, 1990 added approximately 971 acres (i.e. the Added Territory) to the Original Project Area. The Agency amended the Redevelopment Plan on June 6, 2006 pursuant to Ordinance No. 2006-05. As a result of such amendment, the Successor Agency is required to make payments under Section 34183(a)(1) of the Health and Safety Code (the “Tax Sharing Statute”). Payments pursuant to the Tax Sharing Statute are

inapplicable if the Successor Agency and an affected taxing entity have a tax sharing agreement which governs tax sharing in connection with an amendment. See “-Pass-Through Agreements” below.

The Tax Sharing Statute set forth a requirement for payments of tax increment revenues to be made in prescribed amounts to taxing entities in the event certain amendments are made to a project area, such as amendments to a redevelopment plan to add territory. Similar provisions apply to amendments which extend the time during which a redevelopment agency may incur debt with respect to a project area, amendments to increase the number of dollars which may be allocated to a redevelopment agency, or amendments which extend the time during which a redevelopment plan is effective where the redevelopment plan being amended contains the provisions required by subdivision (b) of Section 33670 of the Health and Safety Code. In general, the amounts to be paid pursuant to Tax Sharing Statute are as follows:

(a) commencing in the first fiscal year after territory is added or one or more of the limitations has been reached, as applicable, an amount equal to 25% of tax increment revenues generated by the incremental increase of the current year assessed valuation over the assessed valuation in the fiscal year that the limitation had been reached, after the amount required to be deposited in the Low and Moderate Income Housing Fund has been deducted;

(b) in addition to amounts payable as described in (a) above, commencing in the 11th fiscal year after territory is added or the limitation has been reached, as applicable, an amount equal to 21% of tax increment revenues generated by the incremental increase of the current year assessed valuation over the assessed valuation in the preceding (10th) fiscal year that the limitation had been reached, after the amount required to be deposited in the Low and Moderate Income Housing Fund has been deducted; and

(c) in addition to amounts payable as described in (a) and (b) above, commencing in the 31st fiscal year after territory is added or the limitation has been reached, as applicable, an amount equal to 14% of tax increment revenues generated by the incremental increase of the current year assessed valuation over the assessed valuation in the preceding (30th) fiscal year that the limitation had been reached, after the amount required to be deposited in the Low and Moderate Income Housing Fund has been deducted.

(d) The City may elect to receive a portion of the tax increment generated in (a) above, after the amount required to be deposited in the Low and Moderate Income Housing Fund has been deducted.

(e) The agency may subordinate the amount required to be paid to an affected taxing entity to any indebtedness after receiving the consent of the respective taxing entity.

Prior to incurring any loans, bonds, or other indebtedness, the Successor Agency may subordinate to the loans, bonds or other indebtedness the amount required to be paid to an affected taxing entity, provided that the affected taxing entity has approved these subordinations.

At the time an agency requests an affected taxing entity to subordinate the amount to be paid to it, the agency shall provide the affected taxing entity with substantial evidence that sufficient funds will be available to pay both debt service and the payments required by the Tax Sharing Statute, when due. Within 45 days after receipt of the agency's request, the affected taxing entity shall approve or disapprove the request for subordination. An affected taxing entity may disapprove a request for subordination only if it finds, based upon substantial evidence, that the agency will not be able to pay the debt payments and the amount required to be paid to the affected taxing entity. If the affected taxing entity does not act within 45 days after receipt of the agency's request, the request to subordinate shall be deemed approved and shall be final and conclusive.

On October 26, 2015, the Successor Agency mailed subordination letters to the taxing entities, pursuant to Health and Safety Code Section 334177.5(b). The Successor Agency did not receive a disapproval of its subordination request from any of the eight taxing entities within 45 days after receipt of the Successor Agency's request, thereby causing the pass-through obligations for such entities to be subordinate to the Bonds.

### **Pass-Through Agreements**

The Project Area is subject to the provisions of various Pass-Through Agreements between the Successor Agency and the affected taxing agencies. These Pass-Through Agreements were executed under the provisions of Section 33401 of the Health and Safety Code to alleviate the financial burden or detriment which the affected taxing agencies may suffer by reason of implementation of the redevelopment plan particularly pertaining to the distribution of taxes pursuant to Section 33670 or the Health and Safety Code.

The legislation that dissolved redevelopment agencies also required that the calculation and payment of tax sharing amounts be taken over by the County Auditor-Controller. Since February, 2012, the tax sharing obligations outlined below have been administered by the County Auditor-Controller's office. The summaries set forth below of the Pass-Through Agreements between the Successor Agency and the various taxing agencies do not purport to be comprehensive. The complete Pass-Through Agreements are on file with the Successor Agency Secretary. No Pass-Through Agreements were in effect prior to the adoption of Ordinance No. 90-14 on July 16, 1990.

*County General Fund* – Pursuant to an agreement entered into with the Predecessor Agency, the County General Fund receives 50% of its share (24.66%) of general levy tax increment revenue generated from within the 1990 Amendment Area. Payment to the County is senior to the payment of the Bonds.

*Imperial Community College District* – Pursuant to an agreement entered into with the Predecessor Agency, the Community College District receives 50% of its share (6.41%) of general levy tax increment revenue generated from within the 1990 Amendment Area. The payments received pursuant to this agreement are subordinate to the payment of debt service on the Bonds.

*Brawley Union High School District* - Pursuant to an agreement entered into with the Predecessor Agency, the High School District receives 50% of its share (14.34%) of general levy tax increment revenue generated from within the 1990 Amendment Area. The payments received pursuant to this agreement are subordinate to the payment of debt service on the Bonds.

*Brawley Elementary School District* - Pursuant to an agreement entered into with the Predecessor Agency, the Elementary School District receives 50% of its share (18.25%) of general levy tax increment revenue generated from within the 1990 Amendment Area. The payments received pursuant to this agreement are subordinate to the payment of debt service on the Bonds.

*Imperial County Superintendent of Schools* - Pursuant to an agreement entered into with the Predecessor Agency, the Superintendent of Schools receives 50% of its share (1.54%) of general levy tax increment revenue generated from within the 1990 Amendment Area. The payments received pursuant to this agreement are subordinate to the payment of debt service on the Bonds.

**THE SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY**

**General**

The Predecessor Agency was established by the City Council of the City with the adoption of Ordinance No. 673 on February 17, 1976 as a public body, corporate and politic, existing under and by virtue of the Redevelopment Law. On June 29, 2011, AB x1 26 was enacted as Chapter 5, Statutes of 2011, together with a companion bill, AB x1 27. AB x1 26 provided for the dissolution of all redevelopment agencies, but also permitted redevelopment agencies to avoid such dissolution by the payment of certain amounts. A lawsuit was brought in the California Supreme Court, *California Redevelopment Association, et al., v. Matosantos, et al.*, 53 Cal. 4th 231 (Cal. 2011), challenging the constitutionality of AB x1 26 and AB x1 27. In its December 29, 2011 decision, the California Supreme Court largely upheld AB x1 26, invalidated AB x1 27, and held that AB x1 26 may be severed from AB x1 27 and enforced independently. As a result of AB x1 26 and the decision of the California Supreme Court in the California Redevelopment Association case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Predecessor Agency, and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies.

The City Council, pursuant to Resolution No. 2012-01, adopted on January 17, 2012, elected to serve as Successor Agency. Subdivision (g) of Section 34173 of the Dissolution Act, added by AB 1484, expressly affirms that the Successor Agency is a separate public entity from the City, that the two entities shall not merge, and that the liabilities of the Predecessor Agency will not be transferred to the City nor will the assets of the Predecessor Agency become assets of the City.

**Members, Officers and Staff**

The members of the Successor Agency Board of Directors (the “Board”) and the expiration dates of their terms are as follows:

<u>Name and Office</u>	<u>Expiration of Term</u>
George A. Nava, <i>Chair</i>	November 2015
Donald L. Wharton, <i>Member</i>	November 2015
Sam Couchman, <i>Member</i>	November 2017
Helen M. Noriega, <i>Member</i>	November 2017
Norma Jauregui, <i>Member</i>	November 2019

The professional staff of the Successor Agency presently consists of the following members:

<u>Name</u>	<u>Title</u>
Rosanna Bayon Moore	<i>Executive Director</i>
Alma Benavides	<i>Secretary</i>

**Successor Agency Powers**

All powers of the Successor Agency are vested in the Board. Pursuant to the Dissolution Act, the Successor Agency is a separate public body from the City and succeeds to the organizational status of the Predecessor Agency but without any legal authority to participate in redevelopment activities, except to

complete any work related to an approved enforceable obligation. The Successor Agency is tasked with expeditiously winding down the affairs of the Predecessor Agency, pursuant to the procedures and provisions of the Dissolution Act. Under the Dissolution Act, many Successor Agency actions are subject to approval by the Oversight Board, as well as review by the Department of Finance. California has strict laws regarding public meetings (known as the Ralph M. Brown Act) which generally make all Successor Agency and Oversight Board meetings open to the public in similar manner as City Council meetings.

Previously, Section 33675 of the Redevelopment Law required the Predecessor Agency to file not later than the first day of October of each year with the County Auditor-Controller a statement of indebtedness certified by the chief fiscal officer of the Predecessor Agency for each redevelopment plan which provides for the allocation of taxes (i.e., the Redevelopment Plans). The statement of indebtedness was required to contain the date on which the bonds were delivered, the principal amount, term, purposes and interest rate of the bonds and the outstanding balance and amount due on the bonds. Similar information was required to be given for each loan, advance or indebtedness that the Predecessor Agency had incurred or entered into which is payable from tax increment. Section 33675 also provided that payments of tax increment revenues from the County Auditor-Controller to the Predecessor Agency could not exceed the amounts shown on the Predecessor Agency's statement of indebtedness. The Dissolution Act eliminated this requirement and provides that, commencing on the date the first Recognized Obligation Payment Schedule is valid thereunder, the Recognized Obligation Payment Schedule supersedes the statement of indebtedness previously required under the Redevelopment Law, and commencing from such date, the statement of indebtedness will no longer be prepared nor have any effect under the Redevelopment Law. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS -Recognized Obligation Payment Schedule."

### **Redevelopment Plan**

Under the Redevelopment Law, the City Council was required to adopt, by ordinance, a redevelopment plan for each redevelopment project. A redevelopment agency may only undertake those activities within a redevelopment project specifically authorized in the adopted redevelopment plan. A redevelopment plan was a legal document, the content of which is largely prescribed in the Redevelopment Law rather than a "plan" in the customary sense of the word. The Redevelopment Plan was approved by Ordinance No. 680 adopted by the City Council of the City on July 19, 1976 and amended from time to time.

### **Plan Limitations**

Senate Bill 107, which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Predecessor Agency and the Successor Agency set forth in the Redevelopment Plan are not effective for purposes of paying the Successor Agency's enforceable obligations. Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant's Report were prepared without regard to the time and financial limitations set forth in the Redevelopment Plan for the Project Area.

## THE PROJECT AREA

### Historical Tax Revenues for the Project Area

Between 2006-07 and 2015-16 the taxable value within the Project Area increased by \$57,587,116 (25.81%). This represents an average annual growth of 2.58% despite declines in value that occurred in fiscal years 2010-11 and 2011-12. Since 2011-12 the Project Area has experienced growth in value in each year. Modest growth of 2.82% in 2015-16 is an indication that values are now growing at a more historically normal rate. During the ten year period examined, secured values grew by \$21.6 million (10.24%) and unsecured values grew by \$36 million (293%). The following table provides a summary of the historical taxable valuation and resulting tax revenues in the Project Area for the years shown. This summary of historical assessed valuations and tax receipts is not intended to aid in the prediction of future Pledged Tax Revenues.

### ASSESSED VALUE HISTORY

	Base Year Values	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
<b>Secured</b>											
Land	0	65,303,786	76,065,984	82,341,309	89,084,457	83,228,206	79,653,617	80,936,586	81,096,252	78,484,555	78,708,191
Improvements	68,294,553	146,082,426	150,350,910	176,551,047	183,951,326	184,207,485	181,418,062	191,359,555	194,021,712	196,467,512	206,486,022
Personal Property	0	1,910,712	3,305,848	15,945,112	15,783,760	16,236,635	13,574,089	13,144,040	11,772,970	12,127,057	11,689,436
Exemptions	0	(2,440,838)	(16,852,483)	(38,331,589)	(39,304,078)	(52,279,321)	(52,634,056)	(62,278,475)	(63,452,683)	(63,923,900)	(64,445,237)
<b>Total Secured</b>	<b>68,294,553</b>	<b>210,856,086</b>	<b>212,870,259</b>	<b>236,505,879</b>	<b>249,515,465</b>	<b>231,393,005</b>	<b>222,011,712</b>	<b>223,161,706</b>	<b>223,438,251</b>	<b>223,155,224</b>	<b>232,438,412</b>
<b>Unsecured</b>											
Land	0	0	67,627	1,694,511	1,728,401	854,798	387,558	181,066	677,905	521,986	613,180
Improvements	0	2,446,401	2,543,839	2,697,980	2,953,762	2,777,721	2,094,201	3,223,696	3,979,935	3,787,871	3,896,170
Personal Property	0	9,082,539	12,534,504	37,953,795	32,539,583	27,672,152	27,508,744	31,977,715	39,899,151	45,019,552	43,198,836
Aircraft	0	806,912	884,784	973,262	548,411	460,823	466,638	608,225	776,305	745,565	704,746
Exemptions	0	(51,700)	(50,400)	(144,490)	(165,910)	(191,628)	(185,804)	(253,303)	(218,801)	(190,356)	(123,990)
<b>Total Unsecured</b>	<b>0</b>	<b>12,284,152</b>	<b>15,980,354</b>	<b>43,175,058</b>	<b>37,604,247</b>	<b>31,573,866</b>	<b>30,271,337</b>	<b>35,737,399</b>	<b>45,114,495</b>	<b>49,884,618</b>	<b>48,288,942</b>
<b>GRAND TOTAL</b>	<b>68,294,553</b>	<b>223,140,238</b>	<b>228,850,613</b>	<b>279,680,937</b>	<b>287,119,712</b>	<b>262,966,871</b>	<b>252,283,049</b>	<b>258,899,105</b>	<b>268,552,746</b>	<b>273,039,842</b>	<b>280,727,354</b>
Annual Value Growth %		2.56%	22.21%	2.66%	-8.41%	-4.06%	2.62%	3.73%	1.67%	2.82%	
Incremental Value:		154,845,685	160,556,060	211,386,384	218,825,159	194,672,318	183,988,496	190,604,552	200,258,193	204,745,289	212,432,801

Source: HdL Coren & Cone.

**Historical Redevelopment Property Tax Trust Fund Revenues**

The following table provides a summary of the Redevelopment Property Tax Trust Fund Revenues derived from the Project Area for the years shown.

**PROJECT AREA  
REDEVELOPMENT PROPERTY TAX TRUST FUND REVENUES**

Fiscal Year	Recognized Obligation Payment Schedule (“ROPS”) Filed	Property Tax (Redevelopment Property Tax Trust Fund)		County Administrative Distributions		Available for Enforceable Obligations		Enforceable Obligations <sup>(1)</sup>		Excess Redevelopment Property Tax Trust Fund Revenue

2013	ROPS III and 13-14A									
2014	ROPS 13-14B and 14-15A									
2015	ROPS 14-15B and 15-16A									

Source: Imperial County and HdL Coren & Cone.

<sup>(1)</sup> Includes debt service payments on outstanding Tax Allocation Bonds and net of prior period adjustments.

## Projected Tax Revenues for the Combined Project Area

The following table provides a summary of the projected taxable valuation and resulting projected tax revenues in the Project Area for the fiscal years shown.

### COMBINED PROJECTION OF INCREMENTAL VALUE AND TAX INCREMENT REVENUE (In Thousands)

<b>Fiscal Year</b>	<b>Total Taxable Value</b>	<b>Taxable Value Over Base</b>	<b>Gross Tax Revenue</b>	<b>SB 2557 Charge</b>	<b>Housing Set-Aside</b>	<b>Imperial County General Fund</b>	<b>Projected Tax Revenues</b>
2015-16	\$280,727	\$212,433	\$ 2,149	\$ (69)	0	\$ (174)	\$ 1,907
2016-17	287,350	219,056	2,215	(71)	0	(181)	1,964
2017-18	292,002	223,707	2,262	(72)	0	(185)	2,005
2018-19	296,747	228,452	2,309	(74)	0	(189)	2,046
2019-20	301,586	233,292	2,357	(75)	0	(193)	2,089
2020-21	306,523	238,228	2,407	(77)	0	(198)	2,132
2021-22	311,558	243,263	2,457	(79)	0	(202)	2,176
2022-23	316,694	248,399	2,508	(80)	0	(207)	2,221
2023-24	321,932	253,638	2,561	(82)	0	(212)	2,267
2024-25	327,276	258,981	2,614	(84)	0	(216)	2,314
2025-26	332,726	264,431	2,669	(85)	0	(221)	2,362
2026-27	338,285	269,991	2,724	(87)	0	(226)	2,411
2027-28	343,956	275,661	2,781	(89)	0	(231)	2,461
2028-29	349,739	281,445	2,839	(91)	0	(237)	2,512
2029-30	355,639	287,344	2,898	(93)	0	(242)	2,563
2030-31	361,656	293,362	2,958	(95)	0	(247)	2,616
2031-32	367,794	299,500	3,019	(97)	0	(253)	2,670
2032-33	374,055	305,760	3,082	(99)	0	(258)	2,725
2033-34	380,441	312,146	3,146	(101)	0	(264)	2,781
2034-35	386,954	318,660	3,211	(103)	0	(270)	2,838
2035-36	<u>393,598</u>	<u>325,303</u>	<u>3,278</u>	<u>(105)</u>	<u>0</u>	<u>(276)</u>	<u>2,897</u>
<b>Totals</b>	<b>\$7,027,238</b>	<b>\$5,593,052</b>	<b><u>\$56,445</u></b>	<b><u>\$(1,805)</u></b>	<b><u>0</u></b>	<b><u>\$(4,682)</u></b>	<b><u>\$49,957</u></b>

Source: HdL Coren & Cone.

### Top Ten Taxable Property Owners in the Project Area

Within the Project Area, the aggregate total taxable value for the ten largest taxpayers is \$42,538,684. This amount is 20.02% of the \$212,432,801 incremental value for the Project Area. The top taxpayer in the Project Area is Brawley Inn LLC that controls 3 secured parcels with a valuation of \$6,121,248 and 1 unsecured assessment of \$264,190 for a total valuation of \$6,385,438. The value of the Brawley Inn LLC parcels is 3.01% of the Project Area's total incremental value. The second largest taxpayer within the Project Area is Brandt Company Inc. that controls a total of \$5,436,390 in unsecured assessed value. This amount is 2.56% of the Project Area's incremental value.

Set forth in the table below are the ten largest property taxpayers in the Project Area for the fiscal year 2015-16.

**PROJECT AREA  
TOP TEN TAXABLE PROPERTY OWNERS  
FOR FISCAL YEAR 2015-16**

	Secured			Unsecured			Total		
	Value	Parcels	% Secured Value	Value	Parcels	% Unsecured Value	Value	% Total Value	% Incr. Value
1. Brawley Inn LLC	\$6,121,248	3	2.63%	\$264,190	1	0.55%	\$6,385,438	2.27%	3.01%
2. Brandt Company Inc.	\$0	0	0.00%	\$5,436,390	1	11.26%	\$5,436,390	1.94%	2.56%
3. The Vons Companies Inc.	\$5,165,230	2	2.22%	\$0	0	0.00%	\$5,165,230	1.84%	2.43%
4. <sup>1-9</sup> Simbol Inc.	\$0	0	0.00%	\$4,560,381	2	9.44%	\$4,560,381	1.62%	2.15%
5. George C. Becerra	\$4,000,000	3	1.72%	\$0	0	0.00%	\$4,000,000	1.42%	1.88%
6. RLH Corporation et al	\$3,887,279	5	1.67%	\$0	0	0.00%	\$3,887,279	1.38%	1.83%
7. Brawley Investment LP	\$3,590,068	3	1.54%	\$0	0	0.00%	\$3,590,068	1.28%	1.69%
8. KUDU Inc	\$0	0	0.00%	\$3,334,616	2	6.91%	\$3,334,616	1.19%	1.57%
9. Terry Robertson Inc.	\$0	0	0.00%	\$3,187,110	1	6.60%	\$3,187,110	1.14%	1.50%
10. Five Crowns Inc.	\$0	0	0.00%	\$2,992,172	2	6.20%	\$2,992,172	1.07%	1.41%
	\$22,763,825	16		\$19,774,859	9		\$42,538,684		
Total Project Area Value	\$232,438,412		9.79%	\$48,288,942		40.95%	\$280,727,354	15.15%	
Project Area Incremental Value:	\$164,143,859		13.87%	\$48,288,942		40.95%	\$212,432,801		20.02%

Source: HdL Coren & Cone.

**Estimated Debt Service Coverage**

The following table sets forth the estimated debt service coverage for the Bonds assuming no growth.

**Estimated Debt Service Coverage for the Bonds  
Assuming No Growth  
Fiscal Years 2015-16 through 2035-36  
(In thousands)**

[to come from underwriter]

**Land Uses Within the Project Area**

Set forth in the table below are the land uses within the Project Area.

**LAND USES WITHIN THE PROJECT AREA**

<u>Land Use</u>	<u>Number of Parcels</u>	<u>Taxable Value</u>	<u>Percent of Total</u>
Residential	1,075	\$ 97,027,501	34.56%
Commercial	435	118,268,890	42.13
Industrial	29	10,313,407	3.67
Institutional	21	151,158	0.05
Irrigated	2	328,920	0.12
Exempt	1	0	0.00
Recreational	7	311,418	0.11
Miscellaneous	6	3,849	0.00
Vacant Land	<u>135</u>	<u>5,474,965</u>	1.95
<b>Subtotal</b>	1,711	\$231,880,108	82.60%
SBE Non-Unitary		\$ 558,304	0.20%
Unsecured		<u>48,288,942</u>	<u>17.20</u>
<b>Subtotal</b>		<u>\$ 48,847,246</u>	<u>17.40</u>
<b>Totals</b>	1,711	\$280,727,354	100.00%

Source: HdL Coren & Cone.

The vacant parcels within the Project Areas total 154.87 acres according to Assessor's maps and other County records. The following table breaks down the vacant parcels for each of the component project areas.

**VACANT LAND SUMMARY WITHIN THE PROJECT AREA**

<u>Project Area Component</u>	<u>No. Vacant Parcels</u>	<u>Acres</u>
Original Project Area	3	0.60
1990 Amendment Area	131	145.53
2007 Amendment Area	<u>1</u>	<u>8.74</u>
<b>Totals</b>	135	154.87

Source: HdL Coren & Cone.

**Development Activities**

Since January 1, 2015 within the Project Area, there have been 33 transfers of real property ownership where the sales price can be confirmed by the Fiscal Consultant. These transfers of ownership represent a combined increase of \$2,103,509 in assessed value that is expected to be added to the tax rolls for 2016-17. New development continues to occur within the Project Area but no additional value has been included in the Fiscal Consultant's projections for new construction.

## **Assessment Appeals in the Project Area**

[to come]

## **RISK FACTORS**

*The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.*

The various legal opinions to be delivered concurrently with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, including equitable principles.

### **Reduction in Taxable Value**

Pledged Tax Revenues available to pay principal and interest on the Bonds are determined by the amount of incremental taxable value in the Project Area and the current rate or rates at which property in the Project Area is taxed. The reduction of taxable values of property in the Project Area caused by economic factors beyond the Successor Agency's control, such as relocation out of the Project Area by one or more major property owners, sale of property to a non-profit corporation exempt from property taxation, or the complete or partial destruction of such property caused by, among other eventualities, earthquake or other natural disaster, could cause a reduction in the Pledged Tax Revenues that provide for the repayment of and security for the Bonds. Such reduction of Pledged Tax Revenues could have an adverse effect on the Successor Agency's ability to make timely payments of principal of and interest on the Bonds.

As described in greater detail under the heading "PROPERTY TAXATION IN CALIFORNIA – Article XIII A of the State Constitution," Article XIII A provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflation rate, not to exceed a two percent increase for any given year, or may be reduced to reflect a reduction in the consumer price index, comparable local data or any reduction in the event of declining property value caused by damage, destruction or other factors (as described above). Such measure is computed on a calendar year basis. Any resulting reduction in the full cash value base over the term of the Bonds could reduce Pledged Tax Revenues available to pay principal and interest on the Bonds.

In addition to the other limitations on, and required application under the Dissolution Act of Pledged Tax Revenues on deposit in the Redevelopment Property Tax Trust Fund, described herein under the heading "RISK FACTORS," the State electorate or Legislature could adopt a constitutional or legislative property tax reduction with the effect of reducing Pledged Tax Revenues allocated to the Redevelopment Property Tax Trust Fund and available to the Successor Agency. Although the federal and State Constitutions include clauses generally prohibiting the Legislature's impairment of contracts, there are also recognized exceptions to these prohibitions. There is no assurance that the State electorate or Legislature will not at some future time approve additional limitations that could reduce the Pledged Tax Revenues and adversely affect the source of repayment and security of the Bonds.

### **Risks to Real Estate Market**

The Successor Agency's ability to make payments on the Bonds will be dependent upon the economic strength of the Project Area. The general economy of the Project Area will be subject to all of the risks generally associated with urban real estate markets. Real estate prices and development may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate

development within the Project Area could be adversely affected by limitations of infrastructure or future governmental policies, including governmental policies to restrict or control development. In addition, if there is a decline in the general economy of the Project Area, the owners of property within such Project Area may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of Pledged Tax Revenues by the Successor Agency from the Project Area. In addition, the insolvency or bankruptcy of one or more large owners of property within the Project Area could delay or impair the receipt of Pledged Tax Revenues by the Successor Agency.

### **Reduction in Inflationary Rate**

As described in greater detail below, Article XIII A of the State Constitution provides that the full cash value of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. The Successor Agency is unable to predict if any adjustments to the full cash value of real property within the Project Area, whether an increase or a reduction, will be realized in the future.

### **Levy and Collection of Taxes**

The Successor Agency has no independent power to levy or collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Pledged Tax Revenues, and accordingly, could have an adverse impact on the security for and the ability of the Successor Agency to repay the Bonds.

Likewise, delinquencies in the payment of property taxes by the owners of land in the Project Area, and the impact of bankruptcy proceedings on the ability of taxing agencies to collect property taxes, could have an adverse effect on the Successor Agency's ability to make timely payments on the Bonds. Any reduction in Pledged Tax Revenues, whether for any of these reasons or any other reasons, could have an adverse effect on the Successor Agency's ability to pay the principal of and interest on the Bonds.

### **Recognized Obligation Payment Schedules**

The Dissolution Act provides that, commencing on the date that the first Recognized Obligation Payment Schedule is valid thereunder, only those obligations listed in the Recognized Obligation Payment Schedule may be paid by the Successor Agency from the funds specified in the Recognized Obligation Payment Schedule. Before each June 1 property tax distribute date, with respect to each fiscal year, the Dissolution Act requires successor agencies to prepare and approve, and submit to the successor agency's oversight board and the Department of Finance for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Pledged Tax Revenues will not be distributed from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller to the Agency's Redevelopment Obligation Retirement Fund without a duly approved and effective Recognized Obligation Payment Schedule obtained in sufficient time prior to each June 1 property tax distribution date. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Recognized Obligation Payment Schedule" and "PROPERTY TAXATION IN CALIFORNIA – Property Tax Collection Procedures – Recognized Obligation Payment Schedule." If the Successor Agency was to fail to file a

Recognized Obligation Payment Schedule with respect to a period, the availability of Pledged Tax Revenues to the Successor Agency could be adversely affected for such period.

If a successor agency fails to submit to the Department of Finance an oversight board-approved Recognized Obligation Payment Schedule complying with the provisions of the Dissolution Act within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the Department of Finance may determine if any amount should be withheld by the applicable county auditor-controller for payments for enforceable obligations from distribution to taxing entities pursuant to clause (iv) in the following paragraph, pending approval of a Recognized Obligation Payment Schedule. Upon notice provided by the Department of Finance to the county auditor-controller of an amount to be withheld from allocations to taxing entities, the county auditor-controller must distribute to taxing entities any monies in the Redevelopment Property Tax Trust Fund in excess of the withholding amount set forth in the notice, and the county auditor-controller must distribute withheld funds to the successor agency only in accordance with a Recognized Obligation Payment Schedule when and as approved by the Department of Finance.

Typically, under the Redevelopment Property Tax Trust Fund distribution provisions of the Dissolution Act, the county auditor-controller is to distribute funds for each six-month period in the following order specified in Section 34183 of the Dissolution Act: (i) first, subject to certain adjustments for subordinations to the extent permitted under the Dissolution Act and no later than each January 2 and June 1, to each local Successor Agency and school entity, to the extent applicable, amounts required for pass-through payments such entity would have received under provisions of the Redevelopment Law, as those provisions read on January 1, 2011, including pursuant to the Pass-Through Agreements and Statutory Pass-Through Amounts; (ii) second, on each January 2 and June 1, to the Successor Agency for payments listed in its Recognized Obligation Payment Schedule, with debt service payments scheduled to be made for tax allocation bonds having the highest priority over payments scheduled for other debts and obligations listed on the Recognized Obligation Payment Schedule; (iii) third, on each January 2 and June 1, to the Successor Agency for the administrative cost allowance, as defined in the Dissolution Act; and (iv) fourth, on each January 2 and June 1, to taxing entities any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by clauses (i) through (iii), in an amount proportionate to such taxing entity's share of property tax revenues in the tax rate area in that fiscal year (without giving effect to any pass-through obligations that were established under the Redevelopment Law).

If the successor agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations and the Department of Finance does not provide a notice to the county auditor-controller to withhold funds from distribution to taxing entities, amounts in the Redevelopment Property Tax Trust Fund for such six-month period would be distributed to taxing entities pursuant to clause (iv) above. However, the Successor Agency has covenanted to take all actions required under the Dissolution Act to include scheduled debt service on the Bonds as well as any amount required under the Indenture to replenish the Reserve Fund, in Recognized Obligation Payment Schedules for each six-month period and to enable the County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Successor Agency's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for the Successor Agency to pay principal of, and interest on, the Bonds coming due in the respective six-month period, including listing a reserve on the Recognized Obligation Payment Schedule to the extent required by the Indenture or when the next property tax allocation is projected to be insufficient to pay all obligations due under the provisions of the Bonds for the next payment due in the following six-month period.

AB 1484 also added new provisions to the Dissolution Act implementing certain penalties in the event that the Successor Agency does not timely submit a Recognized Obligation Payment Schedule by the deadline specified in the Dissolution Act. Specifically, a Recognized Obligation Payment Schedule must be submitted by the Successor Agency, after approval by the Oversight Board, to the County Administrative Officer, the County Auditor-Controller, the Department of Finance and the State Controller no later than each February 1, commencing February 1, 2016 with respect to each subsequent fiscal year. If the Successor Agency does not submit an Oversight Board approved Recognized Obligation Payment Schedule by such deadline, the City will be subject to a civil penalty equal to \$10,000 per day for every day the schedule is not submitted to the Department of Finance. Additionally, the Successor Agency's administrative cost allowance is reduced by 25% for any fiscal year for which the Successor Agency does not submit an Oversight Board approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline. If the Successor Agency fails to submit a Recognized Obligation Payment Schedule by the February 1 deadline, any creditor of the successor agency or the department or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the Successor Agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds.

### **Future Implementation of Dissolution Act**

Several successor agencies, cities and other entities have filed judicial actions challenging the legality of various provisions of the Dissolution Act. One such challenge is an action filed on August 1, 2012, by *Syncora Guarantee Inc. and Syncora Capital Assurance Inc.* (collectively, "Syncora") against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other County Auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215). Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance. Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleged that the Dissolution Act, and specifically the "Redistribution Provisions" thereof (i.e., Health and Safety Code Sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the "contract clauses" of the United States and California Constitutions (U.S. Const. art. 1, § 10, cl.1; Cal. Const. art. 1, § 9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleged that the Redistribution Provisions violate the "Takings Clauses" of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders' and Syncora's contractual right to critical security mechanisms without just compensation.

After hearing by the Sacramento County Superior Court on May 3, 2013, the Superior Court ruled that Syncora's constitutional claims based on contractual impairment were premature. The Superior Court also held that Syncora's takings claims, to the extent based on the same arguments, were also premature. Pursuant to a Judgment stipulated to by the parties, the Superior Court on October 3, 2013, entered its order dismissing the action. The Judgment, however, provides that Syncora preserves its rights to reassert its challenges to the Dissolution Act in the future. The Successor Agency does not guarantee that any reassertion of challenges by Syncora or that the final results of any of the judicial actions brought by others challenging the Dissolution Act will not result in an outcome that may have a material adverse effect on the Successor Agency's ability to timely pay debt service on the Bonds.

## **Bankruptcy and Foreclosure**

The payment of the property taxes from Pledged Tax Revenues are derived and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Such delay would increase the possibility of delinquent tax installments not being paid in full and thereby increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds.

## **Estimated Revenues**

In estimating that Pledged Tax Revenues will be sufficient to pay debt service on the Bonds, the Successor Agency has made certain assumptions with regard to present and future assessed valuation in the Project Area, future tax rates and percentage of taxes collected. The Successor Agency believes these assumptions to be reasonable, but there is no assurance these assumptions will be realized and to the extent that the assessed valuation and the tax rates are less than expected, the Pledged Tax Revenues available to pay debt service on the Bonds will be less than those projected and such reduced Pledged Tax Revenues may be insufficient to provide for the payment of principal of, premium (if any) and interest on the Bonds.

## **No Validation Proceeding Undertaken**

Code of Civil Procedure Section 860 authorizes public agencies to institute a process, otherwise known as a "validation proceeding," for purposes of determining the validity of a resolution or any action taken pursuant thereto. Section 860 authorizes a public agency to institute validation proceedings in cases where another statute authorizes its use. Relevant to the Bonds, Government Code Section 53511 authorizes a local agency to "bring an action to determine the validity of its bonds, warrants, contracts, obligations or evidences of indebtedness." Pursuant to Code of Civil Procedure Section 870, a final favorable judgment issued in a validation proceeding shall, notwithstanding any other provision of law, be forever binding and conclusive, as to all matters therein adjudicated or which could have been adjudicated, against all persons: "The judgment shall permanently enjoin the institution by any person of any action or proceeding raising any issue as to which the judgment is binding and conclusive."

The Successor Agency has not undertaken or endeavored to undertake any validation proceeding in connection with the issuance of the Bonds. The Successor Agency and Bond Counsel have relied on the provisions of AB 1484 authorizing the issuance of the Bonds and specifying the related deadline for any challenge to the Bonds to be brought. Specifically, Section 34177.5(e) of the Dissolution Act provides that notwithstanding any other law, an action to challenge the issuance of bonds (such as the Bonds), the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement authorized under Section 34177.5, must be brought within 30 days after the date on which the oversight board approves the resolution of the successor agency approving such financing. Such challenge period expired with respect to the Bonds and the Oversight Board Resolution on October 21, 2015.

It is possible that the definition of Pledged Tax Revenues could be affected by changes in law or judicial decisions relating to the dissolution of redevelopment agencies. Any action by a court to invalidate provisions of the Dissolution Act required for the timely payment of principal of, and interest on, the Bonds could be subject to issues regarding unconstitutional impairment of contracts and unconstitutional taking without just compensation. The Successor Agency believes that the aforementioned considerations would provide some protections against the adverse consequences upon the Successor Agency and the availability of Pledged Tax Revenues for the payment of debt service on the Bonds in the event of successful challenges to the Dissolution Act or portions thereof. However, the Successor Agency provides no assurance that any other lawsuit challenging the Dissolution Act or portions thereof will not result in an outcome that may have a detrimental effect on the Successor Agency's ability to timely pay debt service on the Bonds.

### **Hazardous Substances**

An additional environmental condition that may result in the reduction in the assessed value of property would be the discovery of a hazardous substance that would limit the beneficial use of taxable property within the Project Area. In general, the owners and operators of property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the Project Area be affected by a hazardous substance, could be to reduce the marketability and value of the property by the costs of remedying the condition.

### **Natural Disasters**

The value of the property in the Project Area in the future can be adversely affected by a variety of additional factors, particularly those which may affect infrastructure and other public improvements and private improvements on property and the continued habitability and enjoyment of such private improvements. Such additional factors include, without limitation, geologic conditions such as earthquakes, topographic conditions such as earth movements, landslides and floods and climatic conditions such as droughts. In the event that one or more of such conditions occur, such occurrence could cause damages of varying seriousness to the land and improvements and the value of property in the Project Area could be diminished in the aftermath of such events. A substantial reduction of the value of such properties and could affect the ability or willingness of the property owners to pay the property taxes.

The Project Area are located in a seismically active region of Southern California and faults are located near the Project Area, including the San Andreas fault located approximately 30 miles northeast of the City. In the event of property damage caused by an earthquake, the assessed valuation of affected property could be reduced. Such a reduction of assessed valuations could result in a reduction of the Pledged Tax Revenues that secure the Bonds, which in turn could impair the ability of the Successor Agency to make payments of principal of and interest on the Bonds when due.

### **Changes in Law**

There can be no assurance that the State electorate will not at some future time adopt initiatives or that the Legislature will not enact legislation that will amend the Dissolution Act, the Redevelopment Law or other laws or the Constitution of the State resulting in a reduction of Pledged Tax Revenues, which could have an adverse effect on the Successor Agency's ability to pay debt service on the Bonds and such an effect could be material.

## **Investment Risk**

Funds held under the Indenture are required to be invested in Permitted Investments as provided under the Indenture. See APPENDIX A attached hereto for a summary of the definition of Permitted Investments. The funds and accounts of the Successor Agency, into which a portion of the proceeds of the Bonds will be deposited and into which Pledged Tax Revenues are deposited, may be invested by the Successor Agency in any investment authorized by law. All investments, including the Permitted Investments and those authorized by law from time to time for investments by municipalities, contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected and loss or delayed receipt of principal.

## **Secondary Market**

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances.

## **PROPERTY TAXATION IN CALIFORNIA**

### **Property Tax Collection Procedures**

**Classification.** In the State, property which is subject to ad valorem taxes is classified as “secured” or “unsecured.” Secured and unsecured properties are entered on separate parts of the assessment roll maintained by the County assessor. The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens on the secured property arising pursuant to State law, regardless of the time of the creation of other liens.

Generally, *ad valorem* taxes are collected by a county (the “Taxing Authority”) for the benefit of the various entities (cities, schools and special districts) that share in the ad valorem tax (each a taxing entity) and successor agencies eligible to receive distributions from the respective Redevelopment Property Tax Trust Fund.

**Collections.** Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The taxing authority has four ways of collecting unsecured personal property taxes: (i) initiating a civil action against the taxpayer, (ii) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (iii) filing a certificate of delinquency for record in the county recorder’s office to obtain a lien on certain property of the taxpayer, and (iv) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

**Penalty.** A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is

declared in default by operation of law and declaration of the tax collector on or about June 30 of each fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to delinquent taxes with respect to property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning on varying dates related to the tax bill mailing date.

***Delinquencies.*** The valuation of property is determined as of the January 1 lien date as equalized in August of each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1 and become delinquent August 31.

***Supplemental Assessments.*** California Revenue and Taxation Code Section 75.70 provides for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Prior to the enactment of this law, the assessment of such changes was permitted only as of the next tax lien date following the change, and this delayed the realization of increased property taxes from the new assessments for up to 14 months. This statute provides increased revenue to the Redevelopment Property Tax Trust Fund to the extent that supplemental assessments of new construction or changes of ownership occur within the boundaries of redevelopment projects subsequent to the January 1 lien date. To the extent such supplemental assessments occur within the Project Area, Pledged Tax Revenues may increase.

***Property Tax Administrative Costs.*** In 1990, the Legislature enacted SB 2557 (Chapter 466, Statutes of 1990) which allows counties to charge for the cost of assessing, collecting and allocating property tax revenues to local government jurisdictions in proportion to the tax-derived revenues allocated to each. SB 1559 (Chapter 697, Statutes of 1992) explicitly includes redevelopment agencies among the jurisdictions which are subject to such charges. In addition, Sections 34182(e) and 34183(a) of the Dissolution Act allow administrative costs of the County Auditor-Controller for the cost of administering the provisions of the Dissolution Act, as well as the foregoing SB 1559 amounts, to be deducted from property tax revenues before monies are deposited into the Redevelopment Property Tax Trust Fund. For fiscal year 2013-14, the County's administrative charge to the Predecessor Agency and Successor Agency, together with certain charges relating to the dissolution of the Predecessor Agency, was \$394,594, and for fiscal year 2014-15 and future years, the County's administrative charge to the Successor Agency is estimated to be 1.23% of gross revenues.

In addition to the amounts charged by the County for administration of property taxes under SB 2557, pursuant to ABx1 26, the County may charge an administrative fee for administration of the Redevelopment Property Tax Trust Fund. The amount charged to the Successor Agency for the January 2, 2014 Redevelopment Property Tax Trust Fund allocation was \$27,544. This nominal amount has not been factored into the projections.

***Statutory Pass-Through Amounts.*** The payment of Statutory Pass-Through Amounts results from (i) plan amendments which add territory in existing Project Area on or after January 1, 1994 and (ii) from plan amendments which eliminates one or more limitations within a redevelopment plan (such as the removal of the time limit on the establishment of loans, advances and indebtedness). The calculation of the amount due affected taxing entities is described in Sections 33607.5 and 33607.7 of the Redevelopment Law. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Statutory Pass-Through Amounts" for further information regarding the applicability of the statutory pass-through provisions of the Redevelopment Law and the Dissolution Act to the Project Area.

**Recognized Obligation Payment Schedule.** The Dissolution Act provides that, commencing on the date the first Recognized Obligation Payment Schedule is valid thereunder, only those payments listed in the Recognized Obligation Payment Schedule may be made by the Successor Agency from the funds specified in the Recognized Obligation Payment Schedule. Before each six-month period, the Dissolution Act requires successor agencies to prepare and approve, and submit to the Successor Agency's oversight board and the Department of Finance for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as defined in the Dissolution Act) of the Successor Agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Pledged Tax Revenues will not be distributed from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller to the Successor Agency's Redevelopment Obligation Retirement Fund without a duly approved and effective Recognized Obligation Payment Schedule obtained in sufficient time prior to the January 2 or June 1 distribution dates, as applicable.

### **Unitary Property**

Assembly Bill ("AB") 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with fiscal year 1988-89, assessed value derived from State-assessed unitary property (consisting mostly of operational property owned by utility companies) is to be allocated county-wide as follows: (i) each tax rate area will receive that same amount from each assessed utility received in the previous fiscal year unless the applicable county-wide values are insufficient to do so, in which case values will be allocated to each tax rate area on a pro-rata basis; and (ii) if values to be allocated are greater than in the previous fiscal year, each tax rate area will receive a pro-rata share of the increase from each assessed utility according to a specified formula. Additionally, the lien date on State-assessed property is changed from March 1 to January 1.

AB 454 (Statutes of 1987, Chapter 921) further modifies chapter 1457 regarding the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provides for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provides for a new method of establishing tax rates on State-assessed property and distribution of property tax revenue derived from State-assessed property to taxing jurisdictions within each county in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

To administer the allocation of unitary tax revenues to redevelopment agencies, the County no longer includes the taxable value of utilities as part of the reported taxable values of the project area, therefore, the base year of project areas have been reduced by the amount of utility value that existed originally in the base year. The County Auditor-Controller allocated an aggregate total of \$24,482 of unitary tax revenue to the Project Area for 2014-15.

### **Article XIII A of the State Constitution**

Article XIII A limits the amount of ad valorem taxes on real property to 1% of "full cash value" of such property, as determined by the county assessor. Article XIII A defines "full cash value" to mean "the County Assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Furthermore, the "full cash value" of all real property may be increased to reflect the rate of inflation, as shown by the consumer price index, not to exceed 2% per year, or may be reduced.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, and to

provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other special circumstances.

Article XIII A (i) exempts from the 1% tax limitation taxes to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978 or (b) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition; (ii) requires a vote of two-thirds of the qualified electorate to impose special taxes, or certain additional ad valorem taxes; and (iii) requires the approval of two-thirds of all members of the State Legislature to change any State tax laws resulting in increased tax revenues.

The validity of Article XIII A has been upheld by both the California Supreme Court and the United States Supreme Court.

In the general election held November 4, 1986, voters of the State approved two measures, Propositions 58 and 60, which further amended Article XIII A. Proposition 58 amended Article XIII A to provide that the terms "purchase" and "change of ownership," for the purposes of determining full cash value of property under Article XIII A, do not include the purchase or transfer of (1) real property between spouses and (2) the principal residence and the first \$1,000,000 of other property between parents and children. This amendment to Article XIII A may reduce the rate of growth of local property tax revenues.

Proposition 60 amended Article XIII A to permit the Legislature to allow persons over the age of 55 who sell their residence and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence assessed value to the new residence. As a result of the Legislature's action, the growth of property tax revenues may decline.

Legislation enacted by the Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value (except as noted). Tax rates for voter-approved bonded indebtedness and pension liabilities are also applied to 100% of assessed value.

### **Appropriations Limitation – Article XIII B**

Article XIII B limits the annual appropriations of the State and its political subdivisions to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity. The "base year" for establishing such appropriations limit is the 1978-79 fiscal year, and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Section 33678 of the Redevelopment Law provides that the allocation of taxes to a redevelopment Successor Agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness shall not be deemed the receipt by an Successor Agency of proceeds of taxes levied by or on behalf of an Successor Agency within the meaning of Article XIII B, nor shall such portion of taxes be deemed receipt of proceeds of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including Section 33678 of the Redevelopment Law. The constitutionality of Section 33678 has been upheld in two California appellate court decisions. On the basis of these decisions, the Successor Agency has not adopted an appropriations limit.

## **Articles XIII C and XIII D of the State Constitution**

At the election held on November 5, 1996, Proposition 218 was passed by the voters of California. The initiative added Articles XIII C and XIII D to the State Constitution. Provisions in the two articles affect the ability of local government to raise revenues. The Bonds are secured by sources of revenues that are not subject to limitation by Proposition 218. See also “– Propositions 218 and 26” below.

### **Proposition 87**

On November 8, 1988, the voters of the State approved Proposition 87, which amended Article XVI, Section 16 of the State Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project area for the purpose of paying debt service on certain bonded indebtedness issued by a taxing entity (not the Predecessor Agency or the Successor Agency) and approved by the voters of the taxing entity after January 1, 1989 will be allocated solely to the payment of such indebtedness and not to redevelopment agencies.

### **Appeals of Assessed Values**

Pursuant to California law, a property owner may apply for a reduction of the property tax assessment for such owner’s property by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board.

In the County, a property owner desiring to reduce the assessed value of such owner’s property in any one year must submit an application to the County Assessment Appeals Board (the “Appeals Board”). Applications for any tax year must be submitted by September 15 of such tax year. Following a review of each application by the staff of the County Assessor’s Office, the staff makes a recommendation to the Appeals Board on each application which has not been rejected for incompleteness or untimeliness or withdrawn. The Appeals Board holds a hearing and either reduces the assessment or confirms the assessment. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal’s filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level for fiscal years following the year for which the reduction application is filed. However, if the taxpayer establishes through proof of comparable values that the property continues to be overvalued (known as “ongoing hardship”), the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then current year as well. Appeals for reduction in the “base year” value of an assessment, which generally must be made within three years of the date of change in ownership or completion of new construction that determined the base year, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. Moreover, in the case of any reduction in any one year of assessed value granted for “ongoing hardship” in the then current year, and also in any cases involving stipulated appeals for prior years relating to base year and personal property assessments, the property tax revenues from which Pledged Tax Revenues are derived attributable to such properties will be reduced in the then current year. In practice, such a reduced assessment may remain in effect beyond the year in which it is granted. See “THE PROJECT AREA” for information regarding the assessed valuations of the largest taxpayers within the Project Area.

### **Proposition 8**

Proposition 8, approved in 1978 (California Revenue and Taxation Code Section 51(b)), provides for the assessment of real property at the lesser of its originally determined (base year) full cash value

compounded annually by the inflation factor, or its full cash value as of the lien date, taking into account reductions in value due to damage, destruction, obsolescence or other factors causing a decline in market value. Reductions under this code section may be initiated by the County Assessor or requested by the property owner.

After a roll reduction is granted under this code section, the property is reviewed on an annual basis to determine its full cash value and the valuation is adjusted accordingly. This may result in further reductions or in value increases. Such increases must be in accordance with the full cash value of the property and may exceed the maximum annual inflationary growth rate allowed on other properties under Article XIII A of the State Constitution. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

The Successor Agency cannot guarantee that reductions undertaken by the County Assessor or requested by a property owner pursuant to Proposition 8 will not in the future reduce the assessed valuation of property in the Project Area and, therefore, Pledged Tax Revenues that secure the Bonds.

### **Propositions 218 and 26**

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIII C and XIII D to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. On November 2, 2010, California voters approved Proposition 26, the “Supermajority Vote to Pass New Taxes and Fees Act.” Proposition 26 amended Article XIII C of the California Constitution by adding an expansive definition for the term “tax,” which previously was not defined under the California Constitution. Pledged Tax Revenues securing the Bonds are derived from property taxes which are outside the scope of taxes, assessments and property-related fees and charges which are limited by Proposition 218 and outside of the scope of taxes which are limited by Proposition 26.

### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to California’s initiative process. From time to time other initiative measures could be adopted, further affecting Successor Agency revenues or the Successor Agency’s ability to expend revenues.

## **TAX MATTERS**

### **State and Federal Income Tax Exemption of Interest on the Bonds**

The Internal Revenue Code of 1986 (the “Code”) imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes retroactive to the date of issuance of the Bonds. The Successor Agency has covenanted in the Indenture to maintain the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In the opinion of Norton Rose Fulbright US LLP, California, Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with the covenants mentioned herein, interest on the Bonds is excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. It is the further opinion of Bond Counsel that under existing statutes, regulations, rulings and court decisions, the Bonds are not "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, that interest on the Bonds will not be treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on the Bonds owned by a corporation may affect the computation of the alternative minimum taxable income. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed.

Pursuant to the Indenture and in the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986*, to be delivered by the Successor Agency in connection with the issuance of the Bonds, the Successor Agency will make representations relevant to the determination of, and will make certain covenants regarding or affecting, the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching its opinions described in the immediately preceding paragraph, Bond Counsel will assume the accuracy of such representations and the present and future compliance by the Successor Agency with such covenants.

Except as stated in this section above, Bond Counsel will not express any opinion as to any federal or state tax consequence of the receipt of interest on, or the ownership or disposition of, the Bonds. Furthermore, Bond Counsel will not express any opinion as to any federal, state or local tax law consequence with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel. Bond Counsel has not undertaken to advise in the future whether any event after the date of issuance of the Bonds may affect the tax status of interest on the Bonds or the tax consequences of the ownership of the Bonds.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Successor Agency described above. No ruling has been sought from the Internal Revenue Service (the "Service") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures the Service is likely to treat the Successor Agency as the "taxpayer," and the owners would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the Successor Agency may have different or conflicting interest from the owners of the Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Existing law may change to reduce or eliminate the benefit to bondholders of the exemption of interest on the Bonds from personal income taxation by the State of California or of the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

A copy of the form of opinion of Bond Counsel relating to the Bonds is included in APPENDIX B.

### **Tax Accounting Treatment of Bond Premium and Original Issue Discount**

To the extent that a purchaser of a Bond acquires that bond at a price in excess of its "stated redemption price at maturity" (within the meaning of section 1273(a)(2) of the Code), such excess will constitute "bond premium" under the Code. Section 171 of the Code, and the Treasury Regulations promulgated thereunder, provide generally that bond premium on a tax-exempt obligation must be amortized over the remaining term of the obligation (or a shorter period in the case of certain callable obligations); the amount of premium so amortized will reduce the owner's basis in such obligation for federal income tax purposes, but such amortized premium will not be deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of the obligation. The amount of premium that is amortizable each year by a purchaser is determined by using such purchaser's yield to maturity. The rate and timing of the amortization of the bond premium and the corresponding basis reduction may result in an owner realizing a taxable gain when its Bond is sold or disposed of for an amount equal to or in some circumstances even less than the original cost of the Bond to the owner.

The excess, if any, of the stated redemption price at maturity of Bonds of a maturity over the initial offering price to the public of the Bonds of that maturity is "original issue discount." Original issue discount accruing on a Bond is treated as interest excluded from the gross income of the owner thereof for federal income tax purposes and is exempt from California personal income tax to the same extent as would be stated interest on that Bond. Original issue discount on any Bond purchased at such initial offering price and pursuant to such initial offering will accrue on a semiannual basis over the term of the Bond on the basis of a constant yield method and, within each semiannual period, will accrue on a ratable daily basis. The amount of original issue discount on such a Bond accruing during each period is added to the adjusted basis of such Bond to determine taxable gain upon disposition (including sale, redemption or payment on maturity) of such Bond. The Code includes certain provisions relating to the accrual of original issue discount in the case of purchasers of Bonds who purchase such Bonds other than at the initial offering price and pursuant to the initial offering

Persons considering the purchase of Bonds with original issue discount or initial bond premium should consult with their own tax advisors with respect to the determination of original issue discount or amortizable bond premium on such Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of such Bonds.

### **Other Tax Consequences**

Although interest on the Bonds may be exempt from California personal income tax and excluded from the gross income of the owners thereof for federal income tax purposes, an owner's federal, state or local tax liability may be otherwise affected by the ownership or disposition of the Bonds. The nature and extent of these other tax consequences will depend upon the owner's other items of income or deduction. Without limiting the generality of the foregoing, prospective purchasers of the Bonds should be aware that (i) section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds and the Code contains additional limitations on interest deductions applicable to financial institutions that own tax-exempt obligations (such as the Bonds), (ii) with respect to insurance companies subject to the tax imposed by section 831 of the Code, section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the Bonds, (iii) interest on the Bonds earned by certain foreign corporations doing business in the United States could

be subject to a branch profits tax imposed by section 884 of the Code, (iv) passive investment income, including interest on the Bonds, may be subject to federal income taxation under section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income, (v) section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining the taxability of such benefits, receipts or accruals of interest on the Bonds and (vi) under section 32(i) of the Code, receipt of investment income, including interest on the Bonds, may disqualify the recipients thereof from obtaining the earned income credit. Bond Counsel will express no opinion regarding any such other tax consequences.

### **UNDERWRITING**

The Bonds are being purchased by BOSCO, INC., A Subsidiary of BOK Financial Corporation (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of \$\_\_\_\_\_ (being the principal amount of the Bonds plus a net original issue premium of \$\_\_\_\_\_ and less an underwriter's discount of \$\_\_\_\_\_). The purchase contract for the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase contract, the approval of certain legal matters by counsel and certain other conditions.

### **FINANCIAL ADVISOR**

The Successor Agency has retained the Financial Advisor in connection with the authorization, issuance, sale and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Financial Advisor is a registered municipal advisory firm.

### **VERIFICATION OF MATHEMATICAL ACCURACY**

Upon delivery of the Bonds, the Verification Agent will deliver a report on the mathematical accuracy of certain computations, contained in schedules provided to them that were prepared by the Successor Agency, relating to the sufficiency of monies deposited into the Escrow Fund created under the respective Escrow Agreement to pay, when due, the principal, whether at maturity or upon prior redemption, interest and redemption premium requirements with respect to the Refunded Bonds.

The report of the Verification Agent will include the statement to the effect that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or date or information coming to its attention, subsequent to the date of its report.

### **LITIGATION**

There is no action, suit or proceeding known to the Successor Agency to be pending and notice of which has been served upon and received by the Successor Agency, or threatened, restraining or enjoining the execution or delivery of the Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing or any proceedings of the Successor Agency taken with respect to any of the foregoing.

## LEGALITY FOR INVESTMENT IN CALIFORNIA

The Redevelopment Law provides that obligations authorized and issued under the Redevelopment Law will be legal investments for all banks, trust companies and savings banks, insurance companies, and various other financial institutions, as well as for trust funds. The Bonds are also authorized security for public deposits under the Redevelopment Law.

## RATINGS

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") is expected to assign a rating of "\_\_\_" to the Bonds [with the understanding that upon delivery of the Bonds, the Policies guarantying the payment of principal of and interest on the Bonds when due will be issued by \_\_\_\_\_. See "BOND INSURANCE."] In addition, S&P has assigned its underlying rating of "\_\_\_" to the Bonds. Such ratings reflect only the views of S&P and any desired explanation of the significance of such ratings should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Investors should not make an investment decision based solely on the ratings of S&P. Investors must read this entire Official Statement to obtain information essential to making an informed investment decision with respect to the Bonds.

## CONTINUING DISCLOSURE

The Successor Agency has covenanted for the benefit of the holders and beneficial owners of the Bonds pursuant to a Continuing Disclosure Agreement, dated the date of issuance of the Bonds (the "Continuing Disclosure Agreement"), by and between the Successor Agency and \_\_\_\_\_, to provide certain financial information and operating data relating to the Successor Agency (the "Annual Report") no later than March 31 following the end of each fiscal year, commencing with the report for Fiscal Year \_\_\_\_\_, and to provide notices of the occurrence of certain enumerated events through the EMMA System. The specific nature of the information to be contained in the Annual Report and the enumerated events is set forth in APPENDIX D - "FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12, as amended (the "Rule") promulgated by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

**[disclose any lapses]**

## APPROVAL OF LEGAL PROCEEDINGS

The issuance of the Bonds is subject to the respective approving opinion of Bond Counsel, to be delivered in substantially the forms set forth in APPENDIX B herein. Norton Rose Fulbright US LLP has undertaken no responsibility to the Owners for the accuracy, completeness or fairness of this Official Statement or any other offering material related to the Bonds, and expresses no opinion to the Owners with respect thereto.

**EXECUTION AND DELIVERY**

The execution and delivery of this Official Statement by its Executive Director has been duly authorized by the Successor Agency.

**SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Executive Director

**APPENDIX A**

**SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

**APPENDIX B**

**FORMS OF BOND COUNSEL OPINION**

[Delivery Date]

\$ \_\_\_\_\_  
Successor Agency to the Community Brawley Redevelopment Agency  
Tax Allocation Refunding Bonds  
Series 2015A

Ladies and Gentlemen:

We have acted as bond counsel to the Successor Agency to the Community Brawley Redevelopment Agency (the "Successor Agency") in connection with the issuance of its \$ \_\_\_\_\_ Tax Allocation Refunding Bonds, Series 2015A (the "Bonds"). The issuance of the Bonds and the Indenture were authorized by the Successor Agency pursuant to Resolution No. 2015-60 adopted on October 6, 2015 (the "Resolution") and by the Oversight Board of the Successor Agency pursuant to Resolution No. 2015-04 OB, adopted on October 9, 2015 (the "Oversight Board Resolution"). The Bonds will be issued pursuant to the Constitution and laws of the State of California, including Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Bond Law") and the Community Redevelopment Law, Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California (the "Redevelopment Law"). The Bonds are also being issued pursuant to an Indenture, dated as of [Dated Date] (the "Indenture"), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

As bond counsel, we have examined applicable provisions of the Bond Law and copies certified to us as being true and complete copies of the proceedings of the Successor Agency and the Oversight Board for the authorization and issuance of the Bonds, including the Resolution, the Oversight Board Resolution, the Indenture and the Tax Certificate (as defined below). Our services as bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection we have also examined such certificates of public officials and officers of the Successor Agency as we have considered necessary for the purposes of this opinion.

We have assumed the genuineness of all documents and signatures presented to us. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate. In addition, we call attention to the fact that the rights and obligations under the Bonds and the Indenture are subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles, to the possible unavailability of specific performance or injunctive relief, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding obligations of the Successor Agency, payable as to principal and interest from Pledged Tax Revenues as provided in the Indenture.
2. The Indenture has been duly and validly authorized, executed and delivered by the Successor Agency and, assuming the Indenture constitutes the legally valid and binding obligation of the Trustee, constitutes the legally valid and binding obligation of the Successor Agency, enforceable against the Successor Agency in accordance with its terms.
3. Under existing statutes, regulations, rulings and court decisions, interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with the covenants mentioned herein, interest on the Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 (the "Code") from the gross income of the owners thereof for federal income tax purposes. It is our further opinion under existing statutes, regulations, rulings and court decisions, that the Bonds are not "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, that interest on the Bonds will not be treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on Bonds owned by a corporation may affect the computation of the alternative minimum taxable income. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed.

The Code imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. Non-compliance with such requirements could cause the interest on the Bonds to fail to be excluded from the gross income of the owners thereof retroactive to the date of issuance of the Bonds. Pursuant to the Indenture and the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986* (the "Tax Certificate") being delivered by the Successor Agency in connection with the issuance of the Bonds, the Successor Agency is making representations relevant to the determination of, and is undertaking certain covenants regarding or affecting, the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching our opinions described in the immediately preceding paragraph, we have assumed the accuracy of such representations and the present and future compliance by the Successor Agency with such covenants. Further, except as stated in the preceding paragraph, we express no opinion as to any federal or state tax consequence of the receipt of interest on, or the ownership or disposition of, the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequence with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel.

The opinions expressed in paragraphs 1 and 2 above are qualified to the extent the enforceability of the Bonds and the Indenture may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. The enforceability of the Bonds and the Indenture is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California.

No opinion is expressed herein on the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

This opinion is limited to the laws of the State of California and the federal laws of the United States.

Respectfully submitted,

## APPENDIX C

### BOOK-ENTRY SYSTEM

The information in this APPENDIX C concerning The Depository Trust Company (“DTC”), New York, New York, and DTC’s book-entry system has been obtained from DTC and the Successor Agency takes no responsibility for the completeness or accuracy thereof. The Successor Agency cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing Successor Agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). The information set forth on such website is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the

Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Successor Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Successor Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Successor Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Successor Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Successor Agency or the Trustee. Under such circumstances, in the

event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The Successor Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Successor Agency believes to be reliable, but the Successor Agency takes no responsibility for the accuracy thereof.

## APPENDIX D

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Successor Agency to the Successor Agency to the Community Brawley Redevelopment Agency (the “Successor Agency”) and \_\_\_\_\_, as dissemination agent (the “Dissemination Agent”), in connection with the issuance of \$[Series A Par] aggregate principal amount of Successor Agency to the Community Brawley Redevelopment Agency Tax Allocation Refunding Bonds, Series 2015A (the “Bonds”). The Bonds are being issued by the Successor Agency pursuant to an Indenture, dated as of [Dated Date] (the “Indenture”), by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The Successor Agency and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Successor Agency for the benefit of the Owners and Beneficial Owners of the Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Successor Agency pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Business Day” means any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Trustee is located are authorized to close, or (ii) a day on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean initially, \_\_\_\_\_, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Successor Agency, and which has filed with the Successor Agency a written acceptance of such designation, with a copy to the Trustee.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30, or any twelve-month or fifty-two week period hereafter selected by the Successor Agency, with notice of such selection or change in fiscal year to be provided as set forth herein.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended, or any other entity designated or authorized by the United States Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the United States Securities and Exchange Commission, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement, dated \_\_\_\_\_, 2015, relating to the Bonds.

“Owner” shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of California.

### SECTION 3. Provision and Contents of Annual Report.

(a) Not later than March 31 of each year, commencing with March 31, 2016, the Successor Agency shall cause the Dissemination Agent to provide the MSRB, through EMMA, with a written report that shall include the following information:

- The assessed values of the Project Area included in the Official Statement in a similar format as provided in the Official Statement under “THE PROJECT AREA”;
- The list of top ten largest taxpayers in the Project Area included in a similar format as provided in the Official Statement;
- For the most recent Fiscal Year completed, the information regarding tax revenues in a similar format as the information provided in the Official Statement under;
- The Debt Service Coverage for the Bond Year ending on the immediately preceding October 1 for the Bonds;
- The total amount of Pledged Tax Revenues deposited into the Redevelopment Property Tax Trust Fund by the County Auditor-Controller since the previous December 1.

(b) So long as any Bonds remain outstanding, the Successor Agency shall, or shall cause the Dissemination Agent to, not later than March 31 of each year, commencing with March 31, 20\_\_, provide to the MSRB, through EMMA, a postaudit of the financial transactions and records of the Successor

Agency for the Fiscal Year. If the Successor Agency's postaudit is not available by the time such postaudit is required to be filed pursuant to this Section 3(b), an unaudited statement of financial transactions and records of the Successor Agency in a format required by Section 34177(n) of the Health and Safety Code shall be provided to the Dissemination Agent, and the postaudit shall be filed in the same manner as the Annual Report when they have become available. The postaudit may be included in the annual financial statements of the City of Brawley or may be a separate document.

(c) Not later than March 15 of each year, the Successor Agency shall provide the Dissemination Agent with the portion of the Annual Report identified in Section 3(a) of this Disclosure Agreement. Not later than 15 Business Days prior to the date specified in Section 3(b) for providing the postaudit to the MSRB, through EMMA, the Successor Agency shall provide the Dissemination Agent with the postaudit identified in Section 3(b). If by either such date, the Dissemination Agent has not received a copy of the relevant portion of the Annual Report, the Dissemination Agent shall contact the Successor Agency to determine if the Successor Agency is in compliance with Section 3(a) or Section 3(b), as applicable. The Successor Agency shall provide a written certification with each portion of the Annual Report furnished to the Dissemination Agent with a copy to the Trustee (if not the Dissemination Agent) to the effect that such portion of the Annual Report constitutes the relevant portion of Annual Report required to be furnished by it hereunder. The Dissemination Agent and the Trustee may conclusively rely upon such certification of the Successor Agency and shall have no duty or obligation to review such Annual Report.

(d) The Annual Report must be submitted in electronic format, accompanied by such identifying information as provided by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 3(e) of this Disclosure Agreement. If the Fiscal Year changes for the Successor Agency, the Successor Agency shall give notice of such change in the manner provided under Section 5(e) hereof.

(e) Any or all of the items listed above may be included by specific reference to other documents, including official statements or other disclosure documents of debt issues of the Successor Agency or related public entities, available to the public on EMMA or filed with the SEC. The Successor Agency shall clearly identify each such other document so included by reference.

(f) The contents, presentation and format of the Annual Reports may be modified from time to time as determined in the judgment of the Successor Agency to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Successor Agency or to reflect changes in the business, structure, operations, legal form of the Successor Agency; provided that any such modifications shall comply with the requirements of the Rule.

(g) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) or (b), the Dissemination Agent shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(h) The Dissemination Agent shall:

(i) determine the electronic filing address of, and then-current procedures for submitting Annual Reports to, the MSRB prior to the date for providing the Annual Reports; and

(ii) to the extent known to the Dissemination Agent file a report with the Successor Agency and (if the Dissemination Agent is not the Trustee) the Trustee certifying

that the Annual Report has been provided pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Reserved.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not more than ten (10) Business Days after the event:

- (i) principal and interest payment delinquencies;
- (ii) defeasances;
- (iii) tender offers;
- (iv) rating changes;
- (v) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701-TEB);
- (vi) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (vii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (viii) substitution of credit or liquidity providers or their failure to perform; or
- (ix) bankruptcy, insolvency, receivership or similar proceedings.

For these purposes, any event described in the immediately preceding clause (ix) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Successor Agency in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Successor Agency, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Successor Agency.

(b) Pursuant to the provisions of this Section 5, the Successor Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (i) the consummation of a merger, consolidation or acquisition involving the Successor Agency or the sale of all or substantially all of the assets of the Successor Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions;
- (ii) appointment of a successor or additional Trustee or the change of the name of a Trustee;

- (iii) non-payment related defaults;
- (iv) modifications to the rights of Owners;
- (v) Bond calls;
- (vi) release, substitution or sale of property securing repayment of the Bonds;

or

(vii) in addition to the adverse tax opinions or determinations of taxability described in Section 5(a)(5) above, any other notices or determinations with respect to the tax status of the Bonds.

(c) Whenever the Successor Agency obtains knowledge of the occurrence of a Listed Event, described in subsection (b) of this Section 5, the Successor Agency shall as soon as possible determine if such event would be material under applicable federal securities law.

(d) If the Successor Agency determines that knowledge of the occurrence of a Listed Event described in subsection (b) of this Section 5 would be material under applicable federal securities law, the Successor Agency shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report the occurrence to EMMA in a timely manner not more than ten (10) Business Days after the event.

(e) If the Dissemination Agent has been instructed by the Successor Agency to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

SECTION 6. Filings with the MSRB. All information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Disclosure Agreement shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The Successor Agency's obligations under this Disclosure Agreement with respect to the Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all Outstanding Bonds. If such termination occurs prior to the final maturity of the Bonds, the Successor Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. Dissemination Agent. The Successor Agency may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be First Southwest Company, LLC.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Successor Agency may amend this Disclosure Agreement, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Agreement may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Successor Agency to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Successor Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Successor Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Successor Agency shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Successor Agency or the Dissemination Agent (if the Dissemination Agent is other than the Successor Agency) to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of outstanding Bonds with indemnification satisfactory to it, shall), or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency or the Dissemination Agent (if the Dissemination Agent is other than the Successor Agency), as the case may be, to comply with its obligations under this Disclosure Agreement. The sole remedy under this Disclosure Agreement in the event of any failure of the Successor Agency or the Dissemination Agent (if the Dissemination Agent is other than the Successor Agency) to comply with this Disclosure Agreement shall be an action to compel performance. The Trustee shall not owe any fiduciary duty to the Participating Underwriter nor shall its failure to comply with the request of any Participating Underwriter result in a breach of any of its fiduciary duties owed to the Owners.

SECTION 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Successor Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Successor Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. If the Trustee performs the duties assigned to it hereunder, the Dissemination Agent shall not be responsible to any person for any failure by the Successor Agency or the Dissemination Agent (if other than the Trustee) to perform duties or obligations imposed hereby. The Dissemination Agent shall have the same rights and protections hereunder as accorded to the Trustee under the Indenture. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with the MSRB shall be prepared and provided to it by the Successor Agency. The Dissemination Agent has undertaken no responsibility with respect to any reports, notices or disclosures provided to it under this Disclosure Agreement, and has no liability to any person, including any owner of Bonds, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Successor Agency shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Successor Agency.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Successor Agency, the Trustee, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity. No person shall have any right to commence any action against the Trustee or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Neither the

Trustee nor the Dissemination Agent shall be liable under any circumstances for monetary damages to any person for any breach of this Disclosure Agreement.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed and construed in accordance with the laws of the State.

SECTION 15. Counterparts. This Disclosure Agreement 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.

Dated: \_\_\_\_\_, 2015

SUCCESSOR AGENCY TO BRAWLEY  
COMMUNITY REDEVELOPMENT AGENCY

By \_\_\_\_\_  
Chair  
\_\_\_\_\_, as Dissemination Agent

By \_\_\_\_\_  
Authorized Representative

EXHIBIT A  
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Party: Successor Agency to Brawley Community Redevelopment  
(the "Successor Agency")

Name of Bond Issue: \$[Series A Par] aggregate principal amount of Successor Agency to  
Brawley Community Redevelopment Agency Tax Allocation Refunding  
Bonds, Series 2015A (the "Bonds")

Date of Issuance: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Successor Agency has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated \_\_\_\_\_, 2015, with respect to the Bonds. [The Successor Agency anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, as Dissemination  
Agent, on behalf of the Successor Agency

**APPENDIX E**

**SUCCESSOR AGENCY PRIVATE-PURPOSE TRUST FUND – JUNE 30, 2014**

**APPENDIX F**

**STATE DEPARTMENT OF FINANCE APPROVAL LETTER**

## APPENDIX G

### SUPPLEMENTAL INFORMATION – THE CITY OF BRAWLEY

*The following information relating to the City of Brawley, California (the "City") is provided for informational purposes only. The Bonds (as defined in the front part of this Official Statement) are payable solely as described in this Official Statement and are not payable or secured by a pledge of the faith and credit or taxing power of the City.*

#### General Information

The City is located in the center of Imperial County (the .County.) which is located in the southeastern part of the State of California. The City is situated approximately 210 miles southeast of Los Angeles, 650 miles southeast of San Francisco, 126 miles east of San Diego, 230 miles west of Phoenix and 30 miles north of Mexicali, Mexico.

#### Municipal Government

The City was incorporated in 1908. It is a general law city governed by a Mayor and four City Council Members who are elected to alternating four year terms. The City has a Council/Administrator (City Manager) form of municipal government. The City Council appoints the City Manager who is responsible for the day-to-day administration of City business, the coordination of all departments of the City and carrying out the policies established by the City Council.

The current members of the City Council, term expiration and their principal occupations are as follows: [UPDATE]

<u>Name and Office</u>	<u>Term Expires</u>
George A. Nava, Mayor	[November 2015]
Donald L. Wharton, Mayor Pro-tem	[November 2015]
Sam Couchman, Member	November 2017
Helen M. Noriega, Member	November 2017
Norma Jauregui, Member	November 2019

#### Education

[VERIFY] Brawley Elementary School District comprises five schools, Barbara Worth Junior High School, Phil D. Swing Elementary School, Miguel Hidalgo Elementary School, J.W. Oakley Elementary School and Myron D. Witter Elementary School. Brawley Union High School District comprises one high school, Brawley Union High School. The City is also home to Brawley Christian Academy, a private educational institution. In addition, the City is located within the boundaries of the Imperial Community College District of which there is one junior college, Imperial Valley College. In addition, San Diego State University operates a satellite campus in the City.

**Population**

The City had a population of 38,714,725 as of January 2015, as reported by the Department of Finance. From the five years 2011 through 2015 the population of the City increased by 3.32%.

**TABLE 1  
CITY, COUNTY, STATE POPULATION DATA**

<u>Year January 1</u>	<u>City of Brawley</u>	<u>Imperial County</u>	<u>State of California</u>
2011	25,229	175,712	37,427,946
2012	25,559	178,015	37,678,563
2013	25,229	179,060	37,984,138
2014	25,967	180,998	38,340,074
2015	26,273	183,429	38,714,725

*Source: State of California Department of Finance.*

**Employment and Industry**

The following table provides a historical view of employment within the City and the County of Imperial for the period from 2011 through 2014. Annual figures for 2015 are unavailable.

**TABLE 2  
CITY AND COUNTY  
LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT RATES  
Yearly Average for Years 2010 to 2014**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<b><i>Imperial County</i></b>				
Unemployment Rate	29.1%	27.4%	24.9%	23.6%
Employment	55,900	57,500	59,200	61,300
Unemployment	22,900	21,700	19,600	19,000
Civilian Labor Force	78,800	79,200	78,800	80,300
<b><i>City of Brawley</i></b>				
Unemployment Rate	31.6%	29.9%	27.2%	25.8%
Employment	9,100	8,800	8,500	8,300
Unemployment	3,200	3,300	3,600	3,800
Civilian Labor Force	12,100	12,100	12,000	12,200

*Source: State of California Employment Development Department.*

The following table sets forth the top twenty-five employers in the County as of 2015. Three of the employers listed below are located in the City: Clinicas De Salud Del Pueblo, Pioneers Memorial Hospital and Walmart Supercenter.

**TABLE 3  
COUNTY OF IMPERIAL  
MAJOR EMPLOYERS  
2015**

<u>Employer</u>	<u>Location</u>	<u>Industry</u>
8 A Packing LLC	El Centro	Labor Organizations
Allstar Seed Co	El Centro	Seeds & Bulbs-Wholesale
Calipatria State Prison	Calipatria	Government Offices-State
Centinela State Prison	Imperial	Government Offices-State
Central Union High School	El Centro	Schools
<u>Clinicas De Salud Del Pueblo</u>	<u>Brawley</u>	<u>Clinics</u>
El Centro Naval Air Facility	El Centro	Federal Government-National Security
El Centro Regional Medical Ctr	El Centro	Hospitals
Imperial County Behavioral	El Centro	Government Offices-County
Imperial County Bhvrl Health	El Centro	Government Offices-County
Imperial County Coroner	El Centro	Government Offices-County
Imperial County Office-Educ	El Centro	Schools
Imperial County Sheriff	El Centro	Government Offices-County
Imperial Date Gardens	Winterhaven	Nurserymen
Imperial Irrigation District	El Centro	Distribution Services
Imperial Irrigation District	Imperial	Utilities
Maui Harvesting	El Centro	Harvesting-Contract
Paradise Casino	Winterhaven	Casinos
<u>Pioneers Memorial Hospital</u>	<u>Brawley</u>	<u>Hospitals</u>
Quechan Casino Resort	Felicity	Casinos
United States Gypsum Co	El Centro	Gypsum & Gypsum Products (mfrs)
US Border Patrol	El Centro	Government Offices-Us
Walmart Supercenter	Calexico	Department Stores
<u>Walmart Supercenter</u>	<u>Brawley</u>	<u>Department Stores</u>
Walmart Supercenter	El Centro	Department Stores

*Source:* America's Labor Market Information System (ALMIS) Employer Database.

**Construction**

The following table provides building permit valuations for the fiscal years shown. Figures for fiscal year 2014-15 are unavailable.

**TABLE 4  
CITY OF BRAWLEY  
BUILDING PERMIT VALUATIONS  
Fiscal Years 2010-11 through 2014-15**

<u>Fiscal Year</u>	<u>Residential Valuation</u>	<u>Retail Valuation</u>
2009-10	\$2,687,100	\$4,392,500
2010-11	N/A	6,335,141
2011-12	2,080,504	1,093,158
2012-13	5,348,214	832,746
2013-14	4,141,827	865,000

*Source: Construction Industry Research Board.*

**Commercial Activity**

The following table provides information with respect to taxable transactions in the City for the years shown. Annual 2014 figures are not yet available.

**TABLE 5  
CITY OF BRAWLEY  
Taxable Transactions  
(In Thousands)**

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Retail and Food Stores	93,724	107,311	115,458	118,007	123,278
Total All Outlets	155,535	166,976	182,080	186,852	191,201

*Source: California State Board of Equalization Statistical Research and Consulting Division.*

**APPENDIX H**  
**FISCAL CONSULTANT'S REPORT**

**APPENDIX I**

**[SPECIMEN FINANCIAL GUARANTEE INSURANCE POLICY]**



## **Mother's & Men Against Gangs Coalition Anti-Gang Awareness Family Health & Outreach Fair**

**& 7.3 K run/1.73 mile walk**

### **Sponsor Application**

The Garza family sustained a life changing tragic event that could have destroyed their will to live, the murder of Martin Alberto Garza by gang violence. Instead, the Garza family opted to be proactive instead of staying home and be saddened by his untimely death. Mother's & Men Against Gangs Coalition was initiated in 2013 to prevent gang violence by organizing several outreach events. They have actively organized several events, outreach presentations, and intervention efforts by educating our community. They have witnessed the impact their outreach efforts have had since their son's' untimely murder. They have served a greater purpose for the Imperial Valley community; the awareness of gang violence. As the three year anniversary approaches of Martin's death, the family is taking a more active approach by partnering with city governments, elected officials, non-profits, educational institutions, businesses, and law enforcement agencies to transcend a clear message; JUST SAY NO! This year the organization has elected to raise awareness during their 2nd annual Anti-Gang Awareness Family Health & Outreach Fair & the 4th annual run/walk in collaboration with its coalition partners to not only honor Martin but also Enrique Camarena's 30 year death anniversary and ALL victims of gang violence. You are cordially invited to join Mother's and Men Against Gangs Coalition as a sponsor of its annual Family event.

**Wenesday, January 6th** – March/Walk for Peace & Justice for Martin and Candlelight Vigil from 273 7th st to 939 W Main St., El Centro, CA 92243.

**Wednesday, January 6th** - Following the ceremony at the court steps we will meet at THE COURTROOM for a SmashBro Bear Drive.

**Saturday, January 9th - The Anti-Gang Awareness Family Health & Outreach Fair & 7.3 K run/1.73 Mile walk** – this event is focused on uniting families to educate them about the importance of their health, family relations, anti-violence education, and the importance of community & family involvement. The event features interactive health information, extra-curricular activities informational booths, and service agencies that serve the needs of families. It also serves as a major fundraising event for outreach efforts throughout the year such as the SmashBro Bear Drive, GO BIG or GO HOME Letterman Jacket program, MAGnificent Literacy Nights (6th of every month), Sponsorship of extracurricular activities for youth and their families, Sneaker Ball, MAG Games,

Please organize a sports, music, art, dance, or any other creative activity related to keeping the youth involved with extracurricular activities for children of all ages. If possible please offer a small token for participating. Examples are a pen, wristband, stickers, or anything else that will

promote your services and serve as a “prize” for stopping at your booth. Don't miss out on the festivities of this community event.

### **Event Date & Times**

**Wednesday, January 6th, 2016** Peace & Justice for Martin Walk/March from  
273 N. 7th St., El Centro, CA to 939 W Main St, El Centro, CA 92243

**Wednesday, January 6th, 2016** SmashBro Bear Drive at  
THE COURTROOM 841 West Main St., El Centro

**Saturday, January 9th, 2016** The Anti-Gang Awareness Family  
Health & Outreach Fair & 7.3 K run/1.73 Mile walk at IVC Track & Field  
Exact event times will be handed out 1 week prior to event.

**We are in need of volunteers, committee members for a variety of events, and advertising assistance if you're able to help in any of these areas please contact MAG Coalition at 760-791-9125**

## **PREMIUM SPONSORS**

MAG is offering **GO BIG or GO HOME (Gold)**, **STEP-UP to the PLATE (Silver)**, and **PUT YOUR PURSE DOWN (Bronze)** select advertising/sponsorship opportunities. Your donation will receive prestigious event sponsorship designation and recognition during the program.

### **Sponsorship level description of benefits:**

**GO BIG or GO HOME GOLD SPONSOR (\$730):** Gold sponsorship level includes eight (15) 5k/1mile run registrations, which includes your company/organization name displayed on 5k tshirts, your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, 1 team registration for the kickball tournament, and featured recognition in event promotions and materials on all three events. **PLEASE submit commitment by 12/12/15 to ensure printing of company logo.**

**STEP-UP to the PLATE SILVER SPONSOR (\$550):** Silver sponsorship level includes four (10) 5k/1mile run registrations, your company/organization logo on motivational posters displayed on the 5k run route, a 20x20 booth at the Health Fair, 1 team registration for kickball tournament, and featured recognition in event promotions throughout the Anti-Gang Awareness Day.

**BRONZE SPONSOR (\$430):** Bronze sponsorship level includes two (5) 5k/1mile run registrations, a 10x20 booth at the Health Fair, 1 team registration for kickball tournament, and featured recognition in event promotions throughout the Anti-Gang Awareness Day.



## Mother's & Men Against Gangs Coalition MAG Games 2015 Application

Applicant Name \_\_\_\_\_

Business or Organization Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Daytime Phone/Cell Phone \_\_\_\_\_

E-mail Address & Website \_\_\_\_\_

Services or Products that will be offered at your booth & activity for kids \_\_\_\_\_

### Please check your preferred participation preference

GO BIG or GO HOME (Gold) \$730 \_\_\_\_\_

STEP-UP to the PLATE (Silver) \$550 \_\_\_\_\_

PUT YOUR PURSE DOWN (Bronze) \$430 \_\_\_\_\_

### Anti Gang Awareness Fair 2016 Agreement

Mother's and Men Against Gangs Coalition believes in equal opportunities for all and we will actively seek MAG Coalition evaluation of all applications. We do not allow personal beliefs to conflict with application consideration, and we will pursue an equal balance of portraying each side of any issue, topic, or concern. In selecting participants, criteria may include past history, the promptness of application arrival, and event area accommodations. Mother's and Men Against Gangs Coalition reserves the right to deny acceptance of any applicant if past experience or other factors warrant exclusion.

As a participant and sponsor of the Anti-Gang Awareness Fair 2016, I fully agree to the following:

I recognize and acknowledge that I assume full risk of any injury, property damage or loss which I may sustain as a result of my participation in any and all activities connected with or associated with my participation in the MAG Games. Furthermore, I understand that I should carry my own insurance. I agree to waive and relinquish all claims I may have against Mother's and Men Against Gangs Coalition, Imperial Valley College, and all associated sponsors of the MAG Coalition events and agents thereof from any and all claims other parties may have resulting from injuries, damage, or loss caused by, arising out of, connected with, or in any way associated with: the activities of the MAG Coalition. I agree to provide photos or slides and a specified list of all things I plan to distribute, sell, or display, and I acknowledge that I may not be permitted to exhibit each of the items I submit. I understand that all photos, slides, and other materials I submit will become the property of Mother's and Men Against Gangs Coalition; if I wish to have any of my materials returned to me after the MAG Coalition events I have specified this in my application and have enclosed a self-addressed, stamped envelope. I agree to pay all the necessary fees set forth in this application. I understand that checks will be deposited upon application arrival.

I agree to be present for the Olympic Health Fair on January 6th. I agree that if I have not arrived and set up by 9 am, or if I leave the MAG Coalition event early, I forfeit my booth space and all fees. If I intend to be late I must notify one of the MAG Coalition organizers as soon as possible. I agree that all demonstrations and exhibits may be photographed for publicity purposes. I understand and will abide by the rules of this application.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_



## Fiscal Year 2015-2016

Monthly Staffing Report for December 1, 2015

Updated 11/20/2015

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Develop.	5	5	0	
Finance	7	7	0	
Fire	18	18	0	
Personnel & Risk Management	1	1	0	
Information Technology	1	1	0	
Library	4	4	0	
Parks & Recreation	9	9	0	
Planning	2	2	0	
Police	49	49	0	Continuing to recruit for an eligibility list
Public Works	40	38	2	Recruitment (in-house) for a Utility Worker II reopened; In-house recruitment for Utility Leadman
Records Management/City Clerk	3	3	0	Clerk as 2 positions
Council Members	5	5	0	
Treasurer	1	1	0	
City Manager	1	1	0	
<b>Total</b>	<b>146</b>	<b>144</b>	<b>2</b>	

Groups	Limited Term Positions	Temp & Part time Positions	Temp Agency Positions	
Finance	0	0	0	
Fire - Reserve/Call Paid	0	17	0	
Library	3	5	0	
Parks & Recreation	0	5	0	2 temp workers for Parks Maintenance; one admin sec and sr ctr coord. One person to turn on and off lights.
Police	0	2	0	P/T Maintenance worker, F/T Graffiti Abatement, Recruiting for a PT Dispatacher
Public Works	0	5	0	4 Cattle Call cleanup, 1 assisting pre-treatment
Records Management	0	1	0	Currently utilizing temp worker from PD 10 hours per week

Prepared by: Shirley Bonillas, Personnel & Risk Management Administrator

# Notes

 Regular Scheduled Holidays

Jan. 1 – New Year's Day 2016

Jan. 18 – Martin Luther King Day

Feb. 15 – Presidents' Day

May 30 – Memorial Day

July 4 – Independence Day

Sept. 5 – Labor Day

Nov. 11 – Veterans Day

Nov. 24 – Thanksgiving Day

Nov. 25 – Day after Thanksgiving

Dec. 23 - Christmas Eve Holiday

Dec. 26 – Christmas Day Holiday

Dec. 30– New Year's Eve Holiday

Jan. 2 – New Year's Day (Jan. 1, 2017)

 Pay Day

 Council Meeting

Teamsters and Unrepresented Only

Revised: 11/24/2015

March 2016

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2016

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2016

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

May 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2016

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2016

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

January 2016

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

April 2016

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2016

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

October 2016

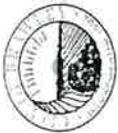
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						



**CITY OF BRAWLEY**  
**INVESTMENT ACTIVITY REPORT**  
**As of September 30, 2015**



CUSIP	FDIC	Financial Institution	Purchase Price	% Yield	Quarterly Earnings	Type	Purchase Date	Maturity Date	Interest Earnings
		Local Agency Investment Fund (LAIF)	\$ 21,621,998.49	0.32 \$	18,327.23				Quarterly
		Community Valley Bank	\$ 1,000,000.00	0.68 \$	1,749.63	Super Money Market Account		N/A	Monthly
		Sun Community Federal Credit Union	\$ 1,000,000.00	0.44 \$	1,025.37	Certificate of Deposit	07/19/15	7/19/2016	Monthly
			\$ 23,621,998.49	\$	21,102.23				
<b>MultiBank Securities Purchases, as of 09/30/2015</b>									
17284CET7	58978	Citi Bank Salt Lake City Utah	\$ 248,000.00	1.00 \$	620.00	Certificate of Deposit	05/22/13	5/22/2017	Semi-Annual
38147JFH0	33124	Goldman Sachs Bk USA	\$ 248,000.00	1.20 \$	744.00	Certificate of Deposit	05/22/13	5/22/2018	Semi-Annual
02006LAP8	57803	Ally Bk Midvale Utah	\$ 245,000.00	1.20 \$	735.00	Certificate of Deposit	10/08/13	10/3/2016	Semi-Annual
20451PFD3	19048	Compass Bk Birmingham Al	\$ 245,000.00	2.00 \$	1,225.00	Certificate of Deposit	10/09/13	10/9/2016	Semi-Annual
05568PSQ6	35141	BMW Bk North	\$ 245,000.00	1.15 \$	704.38	Certificate of Deposit	10/11/13	10/11/2016	Semi-Annual
36160NYP8	27314	GE Capital Retail Bk, Draper Utah	\$ 245,000.00	2.10 \$	1,286.25	Certificate of Deposit	10/11/13	10/11/2018	Semi-Annual
78658ANG9	26876	Safra National Bk, New York	\$ 245,000.00	0.75 \$	459.38	Certificate of Deposit	10/15/13	10/15/2015	Semi-Annual
32111LBS0	4016	First National Bk	\$ 245,000.00	1.50 \$	918.75	Certificate of Deposit	10/15/13	10/16/2017	Semi-Annual
063248ER5	19842	Bank Leumi USA New York	\$ 245,000.00	1.45 \$	888.13	Certificate of Deposit	10/16/13	10/16/2017	Semi-Annual
58403BG34	57449	Medallion Bk, Salt Lake City	\$ 245,000.00	0.70 \$	428.75	Certificate of Deposit	10/18/13	10/19/2015	Monthly
79545ORT4	58177	Sallie Mae Bank, Salt Lake	\$ 245,000.00	2.00 \$	1,225.00	Certificate of Deposit	12/11/13	12/11/2018	Semi-Annual
N06062ABW8	33681	Bank Baroda New York	\$ 245,000.00	1.10 \$	673.75	Certificate of Deposit	12/13/13	12/13/2016	Semi-Annual
0607370WCY0	57833	Beal Bk USA Las Vegas	\$ 245,000.00	0.70 \$	428.75	Certificate of Deposit	12/18/13	12/16/2015	Semi-Annual
060243DL3	18408	Bangor SVGS Bank	\$ 245,000.00	1.35 \$	826.88	Certificate of Deposit	12/20/13	12/20/2017	Semi-Annual
36162YKR3	33778	GE Cap Bank CTF Deposit	\$ 245,000.00	0.85 \$	520.63	Certificate of Deposit	01/10/14	1/10/2017	Semi-Annual
373128EL7	27574	Georgia Bk, Augusta	\$ 245,000.00	0.50 \$	306.25	Certificate of Deposit	01/22/14	1/22/2016	Semi-Annual
48125TEH4	628	JP Morgan Chase Bank	\$ 245,000.00	1.00 \$	612.50	Certificate of Deposit	02/21/14	2/21/2019	Semi-Annual
686184UD2	31469	Oriental Bk San Juan	\$ 245,000.00	0.55 \$	336.88	Certificate of Deposit	02/24/14	2/24/2016	Monthly
320844NW9	13675	First Merit National Assn	\$ 245,000.00	1.30 \$	796.25	Certificate of Deposit	02/24/14	2/26/2018	Semi-Annual
58958PCD4	57777	Meridian Bank	\$ 245,000.00	0.50 \$	306.25	Certificate of Deposit	02/24/14	4/11/2016	Monthly
74267GUH8	33306	Private Bank & TC Chicago	\$ 245,000.00	0.90 \$	551.25	Certificate of Deposit	04/16/14	4/17/2017	Semi-Annual
94986TP24	3511	Wells Fargo Bank	\$ 245,000.00	1.00 \$	612.50	Certificate of Deposit	04/16/14	4/16/2019	Quarterly
06414QTF6	33527	Bank North Carolina	\$ 245,000.00	1.40 \$	857.50	Certificate of Deposit	04/30/14	4/30/2018	Monthly
06740KGU5	57203	Barclays Bk Del	\$ 245,000.00	1.95 \$	1,194.38	Certificate of Deposit	05/06/14	5/7/2019	Semi-Annual
33764J4F9	30387	FirstBank	\$ 245,000.00	0.55 \$	336.88	Certificate of Deposit	05/16/14	5/16/2016	Monthly
33646CDM3	9087	1st Source Bk South	\$ 245,000.00	1.35 \$	826.88	Certificate of Deposit	05/16/14	5/16/2018	Monthly
49306SUJ4	17534	Key Bk Natl Assn	\$ 245,000.00	0.90 \$	515.25	Certificate of Deposit	05/21/14	5/22/2017	Semi-Annual
140420QK9	33954	Capital One Bank USA	\$ 245,000.00	1.00 \$	612.50	Certificate of Deposit	05/21/14	10/31/2016	Semi-Annual
02587CCG3	35328	American Express Bank, FSB.	\$ 245,000.00	2.15 \$	1,316.88	Certificate of Deposit	10/30/14	10/30/2019	Semi-Annual
20033AHW9	57570	Comenity Capital Bank	\$ 245,000.00	1.80 \$	1,102.50	Certificate of Deposit	11/03/14	11/5/2018	Monthly
25665QAM7	32245	Dollar Bank Federal Savings	\$ 245,000.00	1.20 \$	735.00	Certificate of Deposit	11/17/14	11/17/2017	Monthly
59013JCE7	34519	Merrick Bk South Jordan Utah	\$ 245,000.00	1.00 \$	612.50	Certificate of Deposit	11/28/14	11/28/2016	Monthly
57116AJA7	58267	Marlin Business Bk Salt Lake	\$ 245,000.00	1.20 \$	735.00	Certificate of Deposit	12/03/14	12/4/2017	Monthly
34387ABA6	58564	Flushing Bk	\$ 245,000.00	1.80 \$	1,102.50	Certificate of Deposit	12/10/14	12/10/2018	Monthly
94789PBH6	90297	Webster Five Cents Savings	\$ 245,000.00	2.00 \$	1,225.00	Certificate of Deposit	12/17/14	12/17/2019	Monthly
947547HF5	34404	Webbank Salt Lake City	\$ 245,000.00	1.25 \$	765.63	Certificate of Deposit	12/29/14	12/29/2017	Monthly
634116CC9	18734	National Bank New York	\$ 245,000.00	1.50 \$	918.75	Certificate of Deposit	12/30/14	12/28/2018	Semi-Annual
20786AAV1	57919	Connectone Bank Englewood	\$ 245,000.00	1.85 \$	1,133.13	Certificate of Deposit	12/30/14	12/30/2019	Monthly
33583CLX5	16004	First Niagra Bk Natl Assn	\$ 245,000.00	0.85 \$	520.63	Certificate of Deposit	12/31/14	12/30/2016	Semi-Annual
33621JAY4	29058	First Savings Bank NW	\$ 245,000.00	1.45 \$	888.13	Certificate of Deposit	02/13/15	2/13/2019	Monthly
29976DWE6	34775	Everbank	\$ 245,000.00	1.10 \$	673.75	Certificate of Deposit	04/15/15	4/13/2018	Semi-Annual



# CITY OF BRAWLEY

## INVESTMENT ACTIVITY REPORT

### As of September 30, 2015



#### MultiBank Securities Purchases, as of 09/30/2015 (Continued)

CUSIP	FDIC	Financial Institution	Purchase Price	% Yield	Estimated Qtrly Earnings	Type of Purchase	Purchase Date	Maturity Date	Interest Earnings
02587DXP8	27471	American Express	\$ 248,000.00	1.95	\$ 1,209.00	Certificate of Deposit	04/30/15	4/30/2020	Semi-Annual
254672NC8	5649	Discover Bank	\$ 248,000.00	1.90	\$ 1,178.00	Certificate of Deposit	05/06/15	5/6/2020	Semi-Annual
313466V42		Federal Home Loan Mtg Corp	\$ 1,000,000.00	2.00	\$ 5,000.00	U.S. Government Bonds	06/29/15	6/29/2020	Semi-Annual
14042E4Z0	5297	Capital One	\$ 247,000.00	2.30	\$ 1,420.25	Certificate of Deposit	07/29/15	7/29/2020	Semi-Annual
45780PAL9	90250	Institution for Savings	\$ 247,000.00	2.05	\$ 1,265.88	Certificate of Deposit	07/31/15	7/31/2020	Monthly
			<u>\$ 12,041,000.00</u>		<u>\$ 41,388.38</u>				
Total Investment Portfolio			<u>\$ 35,662,998.49</u>		<u>\$ 62,490.61</u>				

#### Interest Earnings Comparison, as of 09/30/2015 (cumulative)

Investment Amt	% Yield	Interest Earnings	Statement Balance
\$ 1,000,000.00	0.68	\$ 14,560.99	\$ 1,014,560.99
\$ 1,000,000.00	0.44	\$ 21,027.30	\$ 1,021,027.30
\$ 12,041,000.00	1.3326087	\$ 165,553.50	\$ 12,206,553.50
\$ 14,041,000.00		\$ 201,141.79	

#### Quarterly Comparison

Estimated LAIF Earnings on Purchases	11,325.12
Average Interest on non-LAIF investments	44,592.68
Estimated Increase on Return on Investments vs. LAIF	<u>\$ 33,267.55</u>

\*estimated average earnings