

Date: April 25, 2016 (Monday)

Time: 6:30 p.m.

Place: City Council Chambers
350 North Valencia Blvd.
Woodlake, CA 93286

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact City Hall at 559-564-8055 at least 3 days prior to the meeting.

The full agenda including staff reports and supporting materials are available at City Hall.

I. CALL TO ORDER & WELCOME

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS

This portion of the meeting is reserved for persons wishing to address the Council on items within its jurisdiction but not on this agenda. NOTE: Prior to action by the Council on any item on this agenda, the public may comment on that item. Unscheduled comments may be limited to 3 minutes.

All items on the Consent Agenda are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. Items pulled from the Calendar will be considered separately.

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

Request Approval of the Consent Calendar Action Items (IV. A-H)

- A. Action: Approval of Minutes of the Regular Meeting Held on April 11, 2016 (Pages 1-4)
- B. Action: Approval of Warrants (Pages 5-30)
- C. Action: Adoption of Resolution: Approval of Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for Those Properties Associated With the City of Woodlake South Valencia ADA Project (Pages 31-45)
- D. Action: Adoption of Resolution: Approval of the City of Woodlake's Fiscal Year 2015/2016 Budget Amendment No. 2 (Pages 46-48)
- E. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 49-53)

- F. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 54-57)
- G. Action: Deny Claim for Damages from Paulino Carrasco Filed on April 18, 2016 (Pages 58-61)
- H. Action: Deny Claim for Damages from Raul Leon Guzman Filed on April 21, 2016 (Pages 62-63)

V. ACTION/DISCUSSION ITEMS

- A. Information: Water Updates (Page 64)
- B. Action: Adoption of Resolution: Object to the Sale of the Tax Defaulted Property and Application to Enter Into a Purchase Agreement with the County of Tulare for the Property with APN No. 061-100-08500 (Pages 65-90)
- C. Action: Adoption of Resolution: Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the Property with APN # 060-131-016 (Pages 91-120)
- D. Action: Adoption of Resolution: Authorize Contract Negotiations with The Taylor Group Architects to Provide Architectural Services for the Woodlake Community Center Project (Pages 121-122)

VI. OTHER BUSINESS

- A. Information: Items from Staff
- B. Information: Items from Council Members
- C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

1. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
 - Conference with legal counsel – Deciding whether or not basis exists for closed-session for anticipated litigation (Government Code § 54956.9(d)(3)).
 - Number of potential cases is: 1 (APN# 061-100-085)
2. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
 - Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).
 - ☐ Parties, case/claim no.
 - ☒ Case name unspecified because of jeopardy to settlement negotiations or service of process.
3. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
 - Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).
 - ☒ Parties, case/claim no. Sunset Waste
 - ☐ Case name unspecified because of jeopardy to settlement negotiations or service of process.

4. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

Initiation of litigation (Government Code § 54956.9(d)(4)).

Number of potential cases is: __1__.

NOTICE TO THE PUBLIC

As provided in the Ralph M. Brown Act, Government Code sections 54950 et seq., the Governing Board may meet in closed session with members of its staff and its attorneys. These sessions are not open to the public and may not be attended by members of the public. The matters the Council will meet on in closed session are identified below or are those matters appropriately identified in open session as requiring immediate attention and arising after the posting of the agenda. Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1

“Documents: If distributed to the Council less than 72 hours before a regular meeting, any public records which are subject to public inspection and pertain to an open-session item on the regular meeting agenda shall be available at the following address at the time they are distributed to a majority of the Council: 350 North Valencia Boulevard, Woodlake, California 93286. Public records distributed to the Council at a public meeting will be available to the public at such meeting if they were prepared by the City.

Exemptions and details in Government Code§ 54957.5 (a) shall apply.”

II. ADJOURN

The next scheduled City Council meeting will be held on Monday, May 9, 2016 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

PRESENT: Councilmembers Mendoza, Martinez, Lopez & G. Gonzalez Jr.

OTHERS: Lara, Waters, Diaz, Marquez & Castillo

ABSENT: Ortiz & Zacarias

FLAG SALUTE

PUBLIC COMMENT - None

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

Request Approval of the Consent Calendar Action Items (IV. A-D)

- A. Action: Approval of Minutes of the regular meeting held on April 11, 2016
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Approval of Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for Those Properties Associated With the City of Woodlake South Valencia ADA Project
- D. Action: Adoption of Resolution: Approval of the April 2016 Monthly Report of Investment

ON A MOTION BY G. GONZALEZ JR., SECOND BY LOPEZ IT WAS VOTED TO APPROVE THE CONSENT CALENDER. APPROVED UNANIMOUSLY.

V. ACTION/DISCUSSION ITEMS

- A. Information: Presentation from Woodlake FFA, Agricultural Issues Team

Members of the Woodlake FFA team gave a presentation that they have been practicing related to agricultural issues that impact Woodlake, farmers, consumers, and other industries tied to agriculture.

Mayor Mendoza complemented the team's presentation and recommended that they get in touch with other experts that may provide additional information related to their presentation topic.

Councilmember Gonzalez complemented the team's presentation and performance.

- B. Action: Adoption of Resolution: Activation of a Housing Authority of the City of Woodlake

City Employee Waters reported the following:

With the dissolution of Redevelopment, the City Council should consider the establishment of a housing authority pursuant to the California Housing Authority Law.

If the City Council desires to activate its housing authority, the City Council should adopt a resolution declaring that there is a need for a housing authority to function in the City, declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the inaugural Chairperson and other officers of the Housing Authority.

Mayor Mendoza asked what the role of the authority would be and how often it would meet.

City Administrator Lara indicating that the authority could meet as part of future City Council meetings when needed.

ON A MOTION BY MARTINEZ, SECOND BY G. GONZALEZ JR., IT WAS VOTED TO ADOPT THE RESOLUTION AND AGREE TO ACTIVATION OF A HOUSING AUTHORITY OF THE CITY OF WOODLAKE. APPROVED UNANIMOUSLY.

- C. Action: Adoption of Resolution: Approval of the City of Woodlake's Independent Audit, Measure R, Audit, Transportation and Transit Funds Audit, and Financial Statements for the Year Ended June 30, 2015

City Administrator Lara reporting the following: The independent audit was conducted and there were two issues:

The City reconciles its accounts quarterly the auditor recommends that they are reconciled monthly to make sure that mistakes do not reoccur or missed. Staff agrees with the finding and will make every attempt to perform monthly reconciliations.

The City performs budget amendments every six months. The auditor believes that budget amendments should be performed at least quarterly. Staff agrees with the finding and will make every attempt to perform quarterly budget amendments and have them approved by Council.

City Staff considered both findings to be minor and will do their best to comply with the recommendations.

ON A MOTION BY MARTINEZ, SECOND BY LOPEZ, IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE CITY OF WOODLAKE'S AUDIT FOR THE YEAR ENDED JUNE 30, 2015. APPROVED UNANIMOUSLY.

- D. Information: Water Updates
City Staff Waters reported the following: The City has expressed interested in joining the Greater Kaweah GSA and the formation of this GSA will be finalized when a JPA agreement is agreed upon by the members of the GSA. There are three potential GSAs in our basin and the GSAs will be required to meet and work together to determine which areas

each GSA will cover. A future meeting will be held to discuss these issues.

E. Information: Draft City of Woodlake Fiscal Year 2016/2017 Budget Presentation

City Administrator Lara gave a presentation about each fund within the City and what the 16/17 budget would allocate for each fund.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Employee Waters – Indicated that water meter installation was going well and staff was in the process of finding an architect for the Woodlake Community Center.

City Administrator Lara – Updated council on the status of the City’s roundabout project.

Chief Marquez – Updated Council on two shootings and three arrests made during the previous two weeks.

Student Representative Castillo – Updated Council on local sports and scholarship night.

B. Information: Items from Council

Mayor Mendoza – Announced First Time Homebuyers event.

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)** (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property Description (Specify street address, or if no street address, the parcel number or other unique reference): APN# 060-131-016

Our Negotiator: Ramon Lara

Parties with whom negotiating: Halferty Development Company, LLC

Instructions to negotiator concerning: ☒ Price ☐ Terms of payment.

MEETING MOVED TO CLOSED SESSION AT 8:00 PM

MEETING RECONVENED AT 8:16 PM

Mayor Mendoza stated no action was taken and there was nothing to report.

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Exemptions and details in Government Code § 54957.5 (a) shall apply.”

VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, April 25, 2016 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 8:16 PM

Submitted by,

Jason Waters

Acting City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : April 25, 2016

PAYROLL

4/1/2016 (City)	\$43,061.95
4/1/2016 (Fire)	\$4,708.56

Gross Payroll	\$47,770.51
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DISBURSEMENTS / WARRANTS

4/21/2016	\$369,163.64
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Total Disbursements	\$369,163.64
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WIRES


PAYROLL TAX WIRE	CITY	\$ 8,875.67
	FIRE	\$ 1,562.48

USDA - Water Loan
USDA - Sewer Loan
USDA - Airport Loan
USDA - Fire Truck Loan

Total Wire Amount Sent Out	\$ 10,438.15
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Amount to be Approved	\$ 427,372.30
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I, Ramon Lara, certify under penalty of perjury that the above listed accounts are correct,
due and payable to the best of my knowledge.



City Administrator, Ramon Lara

Passed and adopted at a regular meeting of the City Council of the
City of Woodlake on the 25th day of April 2016.
by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Mayor, Rudy Mendoza

City Clerk, Irene Zacarias

PERIOD 2 DATING 3/13/2016- 3/26/2016 CHECK DATE 4/01/2016
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21600	3,675.06	208	1 STUB ONLY
21601	1,911.85	210	1 STUB ONLY
21602	1,008.64	206	1 STUB ONLY
21603	2,101.78	212	1 STUB ONLY
21604	1,735.75	207	1 STUB ONLY
21605	1,055.86	173	1 STUB ONLY
21606	2,510.33	511	1 STUB ONLY
21607	1,575.00	556	1 STUB ONLY
21608	2,383.69	539	1 STUB ONLY
21609	1,272.96	561	1 STUB ONLY
21610	280.44	560	1 STUB ONLY
21611	1,323.65	557	1 STUB ONLY
21612	2,578.70	549	1 STUB ONLY
21613	1,337.30	554	1 STUB ONLY
21614	1,504.58	552	1 STUB ONLY
21615	957.97	555	1 STUB ONLY
21616	1,244.80	553	1 STUB ONLY
21617	901.09	551	1 STUB ONLY
21618	1,370.95	107	1 STUB ONLY
21619	758.76	213	1 STUB ONLY
21620	1,559.58	134	1 STUB ONLY
21621	1,154.14	205	1 STUB ONLY
21622	1,377.15	187	1 STUB ONLY
21623	1,162.63	159	1 STUB ONLY
21624	2,043.49	209	1 STUB ONLY
21625	1,943.66	211	1 STUB ONLY
21626	964.60	214	1 STUB ONLY
21627	1,367.54	188	1 STUB ONLY

PERIOD 2 DATING 3/13/2016- 3/26/2016 CHECK DATE 4/01/2016

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
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GRAND TOTALS

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
0.00	**TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	***GRAND TOTAL	

NON-NEGOTIABLE CHECKS

43,061.95	*DIRECT DEPOSIT STUBS	28
0.00	*VENDOR DIR DEP STUBS	0

43,061.95	**TOTAL NON-NEGOTIABLE CHECKS	28
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NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
43,061.95	*DIRECT DEPOSIT STUBS	28
0.00	*VENDOR DIR DEP STUBS	0

43,061.95	***TOTAL NEGOTIABLE & NON-NEGOT	28
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0.00	*OTHER CHECKS	0
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43,061.95	***TOTAL NEG, NON-NEG, OTHER CHECKS	
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	TOTAL SEQ 1 FEMALES	6
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PAY INFORMATION

GROSS PAY

FEATURE DISTRI BUT I O N

CITY - PAY REPORTS - PAYROLL #20
03/13/16-03/26/16 PAYROLL DATE: 04/01/16

RUN- 4/05/2016 11:49:57 PAGE 1

PR4B0R-V14.02 ACS Paymate

EMP #	CUR AMT	CUR HRS
511	3,435.92	80.00
213	924.00	77.00
556	2,279.08	80.00
214	2,415.48	93.00
159	1,536.50	81.08
539	3,808.96	100.00
188	2,098.40	82.00
561	1,600.00	80.00
209	2,474.39	80.00
560	311.12	21.00
557	1,763.78	83.00
208	5,211.84	80.00
173	1,692.01	80.00
549	3,920.77	80.00
554	1,669.85	80.00
210	2,657.08	80.00
211	2,449.40	80.00
206	1,444.61	80.00
205	1,516.62	80.00
552	2,052.75	84.00
555	1,244.31	80.00
134	2,325.94	88.00
553	1,669.85	80.00
107	2,129.08	80.00
212	2,718.46	80.00
187	1,758.33	88.50
207	2,657.08	80.00
551	1,724.93	80.00
28 EMPLOYEES	61,490.54	2,237.58
PAGE TOTALS ***		
FEATURE TOTALS *	61,490.54	2,237.58

PAY INFORMATION

O/T T-1/2 03

FEATURE DISTRIBUTION

CITY - PAY REPORTS - PAYROLL #20
03/13/16-03/26/16 PAYROLL DATE: 04/01/16

RUN- 4/05/2016 11:50:09 PAGE 1

PR4B0R-V14.02 ACS Paymate

EMP #	CUR AMT	CUR HRS
214	439.09	13.00
159	30.50	1.08
539	1,038.81	20.00
188	74.94	2.00
557	93.93	3.00
552	132.75	4.00
134	296.86	8.00
187	241.71	8.50
8 EMPLOYEES	2,348.59	59.58
PAGE TOTALS ***	2,348.59	59.58
FEATURE TOTALS *		

PERIOD 1 DATING 3/13/2016- 3/26/2016 CHECK DATE 4/01/2016
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21628	1,630.30	4018	1 STUB ONLY
21629	1,615.96	4022	1 STUB ONLY
21630	1,462.30	4035	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS	COUNTS
0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
0.00 **TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0
0.00 **TOTAL FOR CHECK FORM	

NON-NEGOTIABLE CHECKS

4,708.56 *DIRECT DEPOSIT STUBS	3
0.00 *VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 3/13/2016- 3/26/2016 CHECK DATE 4/01/2016

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
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GRAND TOTALS

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
0.00	**TOTAL NEGOTIABLE CHECKS	0

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	***GRAND TOTAL	

NON-NEGOTIABLE CHECKS

4,708.56	*DIRECT DEPOSIT STUBS	3
0.00	*VENDOR DIR DEP STUBS	0
4,708.56	**TOTAL NON-NEGOTIABLE CHECKS	3

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
4,708.56	*DIRECT DEPOSIT STUBS	3
0.00	*VENDOR DIR DEP STUBS	0

4,708.56	***TOTAL NEGOTIABLE & NON-NEGOT	3
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0.00	*OTHER CHECKS	0
4,708.56	***TOTAL NEG, NON-NEG, OTHER CHECKS	

TOTAL SEQ 1 FEMALES	0
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PAY INFORMATION

GROSS PAY

F E A T U R E D I S T R I B U T I O N

RUN- 4/05/2016 11:56:38 PAGE 1

FIRE - PAY REPORTS - PAYROLL #20
03/13/16-03/26/16 PAYROLL DATE: 04/01/16

PR4B0R-V14.02 ACS Paymate

EMP #	CUR AMT	CUR HRS
4018	2,098.92	80.00
4022	1,929.13	144.00
4035	2,046.54	168.00
3 EMPLOYEES	6,074.59	392.00
PAGE TOTALS ***		
FEATURE TOTALS *	6,074.59	392.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001570	HEADRICKS CHEVROLET	61543	04/08/16	33,714.25
000100	TULARE COUNTY RECORDERS	61544	04/11/16	2,210.25
000494	STATE OF CA-EDD	61554	04/15/16	1,886.22
000799	STATE OF CALIFORNIA	61555	04/15/16	1,385.83
000034	A C S	61660	04/22/16	8,229.98
000593	ABH FOX SOLUTIONS	61661	04/22/16	521.64
001086	ADSI	61662	04/22/16	1,200.00
60401	AGUILAR/JAVIER	61663	04/22/16	150.00
000939	ALERT-O-LITE INC.	61664	04/22/16	528.45
000944	AMERIPRIDE UNIFORM SERVI	61665	04/22/16	446.88
001227	ANTHEM	61666	04/22/16	1,307.31
000334	BANK OF AMERICA	61667	04/22/16	1,021.56
001226	BENELECT	61668	04/22/16	685.00
001296	BERNARD PROFESSIONAL T.S	61669	04/22/16	142.50
001315	BILL WALL'S DIRECT APPRO	61670	04/22/16	60.00
000351	BSK ASSOCIATES	61671	04/22/16	3,296.00
001085	CA STATE DISURSE UNIT	61672	04/22/16	144.46
001019	CENTRAL SANITARY SUPPLY	61673	04/22/16	392.77
001173	CENTRAL VALLEY BUSINESS	61674	04/22/16	69.54
60404	CHASE/LYNDA	61675	04/22/16	206.96
000709	CHIEF SUPPLY	61676	04/22/16	1,038.67
000964	CIVIL AIR PATROL MAGAZIN	61677	04/22/16	345.00
000801	CMRS-TMS/US POSTAL SERVI	61678	04/22/16	1,000.00
000124	COLLINS & SCHOETTLER	61679	04/22/16	1,293.75
001565	CORVERA/ISMAEL S.	61680	04/22/16	950.00
001564	CORVERA/LIDIA M	61681	04/22/16	950.00
000768	CREATIVE FORMS & CONCEPT	61682	04/22/16	413.38
001567	DEPARTMENT OF MOTOR VEHI	61683	04/22/16	165.87
001448	ENERSPECT MEDICAL SOLUTI	61684	04/22/16	55.41
000109	EXETER MERCANTILE CO	61685	04/22/16	119.85
000274	FGL ENVIRONMENTAL	61686	04/22/16	891.00
000283	FRUIT GROWERS SUPPLY CO.	61687	04/22/16	2,473.93
001566	GAMA AUTO ELECTRIC	61688	04/22/16	862.50
000252	GIANT AUTO GROUP	61689	04/22/16	480.87
001384	HARVEST POWER CALIFORNIA	61690	04/22/16	630.46
001343	HEALTH WISE SERVICES	61691	04/22/16	150.00
60403	IBANEZ/REYNA G	61692	04/22/16	9.46
001069	JONES HALL	61693	04/22/16	20,000.00
001571	JULIO ARELLANO & SON DBA	61694	04/22/16	2,300.00
000057	KAWEAH COMMONWEALTH/THE	61695	04/22/16	75.00
001382	LAWRENCE TRACTOR COMPANY	61696	04/22/16	553.75
001428	LEFFINGWELL AG SALES CO.	61697	04/22/16	385.82
001538	MAILFINANCE	61698	04/22/16	516.47
001362	MIDVALLEY DISPOSAL	61699	04/22/16	88,612.41
000038	OFFICE DEPOT	61700	04/22/16	511.99
001406	PALM OCCUPATIONAL MEDICI	61701	04/22/16	65.00
001562	PETTY/MARY A	61702	04/22/16	2,250.00
001154	PORTERVILLE/ CITY OF	61703	04/22/16	480.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001372	PRESSLEY & ASSOCIATES, I	61704	04/22/16	31,700.00
001087	PROTECTION ONE	61705	04/22/16	52.48
001206	REYNOSO BUILDERS	61706	04/22/16	1,100.00
001489	ROMERO/ANTONIO	61707	04/22/16	415.00
001127	SANTA FE AGGREGATES, INC	61708	04/22/16	514.87
000023	SELF HELP ENTERPRISES IN	61709	04/22/16	27,674.00
000024	SOUTHERN CALIF EDISON CO	61710	04/22/16	12,957.21
40718	ST JOHN'S RIVER MUTUAL	61711	04/22/16	330.00
001145	STANTEC CONSULTING SERVI	61712	04/22/16	6,240.83
000280	SWRCB FEES	61713	04/22/16	1,513.17
001284	TEAMSTERS LOCAL UNION NO	61714	04/22/16	176.00
60405	TORRES/JOSETTE	61715	04/22/16	150.00
001015	TRUCK PARTS AND SERVICE	61716	04/22/16	82.66
001047	TULARE COUNTY INFORMATIO	61717	04/22/16	343.40
001158	TULARE REGIONAL MEDICAL	61718	04/22/16	567.00
001568	US FOREST SERVICE	61719	04/22/16	23,114.78
000072	VALERO BROS.	61720	04/22/16	35.00
000292	VANTAGEPOINT TRAN AGENT-	61721	04/22/16	4,352.00
001561	VARO REAL INVESTMENTS IN	61722	04/22/16	150.00
60402	VILLANUEVA/ALFONSO	61723	04/22/16	150.00
000924	VISALIA FORD	61724	04/22/16	160.21
001244	VOYAGER FLEET SYSTEMS IN	61725	04/22/16	5,802.79
001322	VSCE INC.	61726	04/22/16	35,626.45
000897	WILLIITS EQUIPMENT CO.,	61727	04/22/16	28,082.80
001327	WIRELESS INTERNET SERVIC	61728	04/22/16	199.00
000863	WOODLAKE AUTO PARTS	61729	04/22/16	46.32
001563	WOODLAKE CHURCH OF CHRIS	61730	04/22/16	1,850.00
000027	WOODLAKE GROWERS SUPPLY	61731	04/22/16	106.38
000028	WOODLAKE HARDWARE CO	61732	04/22/16	18.35
BANK OF VISALIA				367,690.89

ACS FINANCIAL SYSTEM
04/21/2016 19:

BANK VENDOR
REPORT TOTALS:

Check Register
GL540R-V08.00 PAGE 3
CITY OF WOODLAKE
CHECK# DATE AMOUNT
367,690.89

RECORDS PRINTED - 000201

ACS FINANCIAL SYSTEM 04/21/2016 19:05:16		Schedule of Bills			GL540R-V08.00		CITY OF WOODLAKE PAGE 1	
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE	
A C S UTLTY BILL WTR MTR 4/16 CASS CERTIFICATION 4/16 MNTHLY TECHNOLOGY 04/16	4,860.00 282.24 3,087.74 8,229.98	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	063.0463.060.029 001.0410.060.029 001.0410.060.029 001.0410.060.029		1250997 1252808 1253273		817 00098 817 00096 817 00037	
ABH FOX SOLUTIONS SYMANTEC RENEWAL 04/16	521.64	CONTRACTURAL SERVICES	001.0410.060.028		4397		817 00153	
ADSI RCRDS MNGMNT 04/2016	1,200.00	CONTRACTURAL SERVICES	001.0411.060.028		6725		817 00131	
AGUILAR/JAVIER WTR DEPOSIT RFND 04/16	150.00	UTILITY DEPOSITS	001.0000.200.034				817 00002	
ALERT-O-LITE INC. SUPPLIES 04/2016	528.45	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		0000296-IN		817 00141	
AMERIPRIDE UNIFORM SERVI UNIFORM SERVICE 04/16	246.64	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		MARCH 2016		817 00028	
UNIFORM SERVICE 04/2016	15.36	UNIFORM ALLOWANCE	001.0418.050.011		MARCH 2016		817 00029	
UNIFORM SERVICE 04/2016	1.92	UNIFORM ALLOWANCE	021.0424.050.011		MARCH 2016		817 00030	
UNIFORM SERVICE 04/2016	145.79	UNIFORM ALLOWANCE	062.0462.050.011		MARCH 2016		817 00031	
UNIFORM SERVICE 04/2016	37.17	UNIFORM ALLOWANCE	063.0463.050.011		MARCH 2016		817 00032	
	446.88	*VENDOR TOTAL						
ANTHEM BILLS INSURANCE 04/2016	9.22	HEALTH INSURANCE	001.0402.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	51.02	HEALTH INSURANCE	001.0403.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	49.71	HEALTH INSURANCE	001.0404.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	25.51	HEALTH INSURANCE	001.0405.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	53.51	HEALTH INSURANCE	001.0415.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	22.74	HEALTH INSURANCE	001.0416.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	86.51	HEALTH INSURANCE	001.0418.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	36.06	HEALTH INSURANCE	001.0421.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	120.80	HEALTH INSURANCE	001.0422.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	70.14	HEALTH INSURANCE	061.0461.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	312.30	HEALTH INSURANCE	062.0462.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	287.60	HEALTH INSURANCE	063.0463.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	109.41	HEALTH INSURANCE	021.0424.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	47.97	HEALTH INSURANCE	029.0429.050.008		MAY 2016		817 00036	
BILLS INSURANCE 04/2016	24.81	HEALTH INSURANCE	032.0440.050.008		MAY 2016		817 00036	
	1,307.31	*VENDOR TOTAL						
BANK OF AMERICA MOTION INDUSTRIES 04/16	320.76	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				817 00011	
AMAZON 04/2016	143.19	OFFICE SUPPLIES	062.0462.060.023				817 00012	
M.VILLEGAS LNCH 04/2016	9.72	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				817 00013	
EARTHLINK 04/2016	12.90	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				817 00014	
USPS 04/2016	22.95	SPECIAL DEPARTMENT EXPEN	001.0402.060.029				817 00015	
ADOBE 04/2016	79.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				817 00016	

VENDOR NAME
DESCRIPTION

BANK OF AMERICA
RITE AID STORE 04/2016
CREDIT 04/2016
AMAZON 04/2016
DICKKEYS 04/2016
LAS PALMAS REST 04/16
FUGAZZIS 04/2016
CHECKERS REST. 04/16
SUPPLIES 04/2016

Schedule of Bills

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
18.79	SPECIAL DEPARTMENT EXPEN	001.0401.060.029					817 00017
0.67CR	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					817 00018
88.31	VEHICLE MAINTENANCE/OPER	001.0411.060.032					817 00019
11.90	TRAINING EXPENSE	001.0411.060.037					817 00020
16.19	TRAINING EXPENSE	001.0411.060.037					817 00021
16.24	TRAINING EXPENSE	001.0411.060.037					817 00022
9.73	TRAINING EXPENSE	001.0411.060.037					817 00023
271.57	SPECIAL DEPARTMENT EXPEN	062.0462.060.029					817 00038
1,021.56	*VENDOR TOTAL						
16.39	HEALTH INSURANCE	001.0403.050.008		MAY 2016			817 00145
15.97	HEALTH INSURANCE	001.0404.050.008		MAY 2016			817 00145
8.19	HEALTH INSURANCE	001.0405.050.008		MAY 2016			817 00145
17.19	HEALTH INSURANCE	001.0415.050.008		MAY 2016			817 00145
7.30	HEALTH INSURANCE	001.0416.050.008		MAY 2016			817 00145
27.79	HEALTH INSURANCE	001.0418.050.008		MAY 2016			817 00145
11.58	HEALTH INSURANCE	001.0421.050.008		MAY 2016			817 00145
38.81	HEALTH INSURANCE	001.0422.050.008		MAY 2016			817 00145
22.53	HEALTH INSURANCE	061.0461.050.008		MAY 2016			817 00145
100.33	HEALTH INSURANCE	062.0462.050.008		MAY 2016			817 00145
92.39	HEALTH INSURANCE	063.0463.050.008		MAY 2016			817 00145
35.15	HEALTH INSURANCE	021.0424.050.008		MAY 2016			817 00145
15.41	HEALTH INSURANCE	029.0429.050.008		MAY 2016			817 00145
7.97	HEALTH INSURANCE	032.0440.050.008		MAY 2016			817 00145
3.00	HEALTH INSURANCE	001.0402.050.008		MAY 2016			817 00145
150.00	HEALTH INSURANCE	001.0411.050.008		MAY 2016			817 00146
90.00	HEALTH INSURANCE	004.0414.050.008		MAY 2016			817 00147
0.97	HEALTH INSURANCE	001.0403.050.008		MAY 2016			817 00148
0.95	HEALTH INSURANCE	001.0404.050.008		MAY 2016			817 00148
0.48	HEALTH INSURANCE	001.0405.050.008		MAY 2016			817 00148
1.02	HEALTH INSURANCE	001.0415.050.008		MAY 2016			817 00148
0.43	HEALTH INSURANCE	001.0416.050.008		MAY 2016			817 00148
1.65	HEALTH INSURANCE	001.0418.050.008		MAY 2016			817 00148
0.68	HEALTH INSURANCE	001.0421.050.008		MAY 2016			817 00148
2.31	HEALTH INSURANCE	001.0422.050.008		MAY 2016			817 00148
1.34	HEALTH INSURANCE	061.0461.050.008		MAY 2016			817 00148
5.97	HEALTH INSURANCE	062.0462.050.008		MAY 2016			817 00148
5.49	HEALTH INSURANCE	063.0463.050.008		MAY 2016			817 00148
2.09	HEALTH INSURANCE	021.0424.050.008		MAY 2016			817 00148
0.91	HEALTH INSURANCE	029.0429.050.008		MAY 2016			817 00148
0.47	HEALTH INSURANCE	032.0440.050.008		MAY 2016			817 00148
0.24	HEALTH INSURANCE	001.0402.050.008		MAY 2016			817 00148
685.00	*VENDOR TOTAL						
142.50	CONTRACTURAL SERVICES	001.0411.060.028					817 00081

BERNARD PROFESSIONAL T.S
CASE#13-00367/2 04/16

VENDOR NAME
DESCRIPTION

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BILL WALL'S DIRECT APPRO RWTE FIX ISSUE 04/2016	60.00	CONTRACTURAL SERVICES	001.0411.060.028		15256		817 00034
BSK ASSOCIATES							
BACTI 04/2016	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A607216		817 00077
WEEKLY EFFLUENT 04/2016	41.00	CONTRACTURAL SERVICES	062.0462.060.028		A607235		817 00078
BACTI 04/2016	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A607587		817 00010
WEEKLY EFFLUENT 04/2016	185.00	CONTRACTURAL SERVICES	062.0462.060.028		A607868		817 00117
STREET REHAB 04/16	2,890.00	CONTRACTURAL SERVICES	022.0590.741.028		0075430		817 00035
	3,296.00	*VENDOR TOTAL					
CA STATE DISURSE UNIT EMPLOYEE W/HLDNG 04/2016	144.46	GARNISHMENT OF WAGES WIT	001.0000.200.033		APRIL 29, 2016		817 00001
CENTRAL SANITARY SUPPLY CLEANING SUPPLIES 04/16	392.77	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		695149		817 00142
CENTRAL VALLEY BUSINESS BC MCMILLAN 04/2016	69.54	CONTRACTURAL SERVICES	001.0411.060.028		196799		817 00095
CHASE/LYNDA OVER PYMNT RFND 04/2016	206.96	UTILITY DEPOSITS	001.0000.200.034				817 00005
CHIEF SUPPLY SUPPLIES 04/2016	1,038.67	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		460482		817 00033
CIVIL AIR PATROL MAGAZIN ADVERTISMENT 04/16	345.00	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		IS1119408		817 00083
CMRS-TMS/US POSTAL SERVI POSTAGE 04/2016	1,000.00	POSTAGE	001.0410.060.022				817 00150
COLLINS & SCHOETTLER PLANNING CONSULTING 4/16	1,293.75	CONTRACTURAL SERVICES	001.0405.060.028		MARCH 2016		817 00102
CORVERA/ISMAEL S. PRPRTY AQSTN 04/2016	950.00	CONTRACTURAL SERVICES	023.0590.734.028		APN:060-250034		817 00120
CORVERA/LIDIA M PRPRTY AQSTN 04/2016	950.00	CONTRACTURAL SERVICES	023.0590.734.028		APN:060-250034		817 00119
CREATIVE FORMS & CONCEPT ACCTS PAYABLE CHKS 4/16	413.38	OFFICE SUPPLIES	001.0410.060.023		114636		817 00130
DEPARTMENT OF MOTOR VEHI VC BOOKS 04/2016	165.87	OFFICE SUPPLIES	001.0411.060.023		3306689		817 00123
ENERSPECT MEDICAL SOLUTI SUPPLIES 04/2016	55.41	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		26489		817 00124

VENDOR NAME
DESCRIPTION

EXETER MERCANTILE CO
TAXES OWED 04/2016

FGL ENVIRONMENTAL
INORGANIC/ORGANIC 04/16

FRUIT GROWERS SUPPLY CO.
TUBING CLR VINYL 04/16
BAG SAND 04/2016
SUPPLIES 04/2016
PEST HYDRATED LIME 4/16
SUPPLIES 04/2016
RODENT BAIT 04/2016
SUPPLIES 04/2016
SUPPLIES 04/2016
OIL ENGINE 04/2016
SUPPLIES 04/2016
SUPPLIES 04/2016
SUPPLIES 04/2016
STRING TRIMMER 04/2016
SUPPLIES 04/2016
SPRINKLER 04/2016

GAMA AUTO ELECTRIC
FIX ELCRCL SHORT 04/2016

GIANT AUTO GROUP
RPLCE FUSE BOX 04/16

HARVEST POWER CALIFORNIA
GREENWASTE COMPOST 04/16

HEADRICKS CHEVROLET
PURCHASE 2017 VOLT 04/16

HEALTH WISE SERVICES
MED WASTE KIOSK 04/16

IBANEZ/REYNA G
WTR. DEP RFND 04/2016

JONES HALL
BOND COUNSEL 04/16

JULIO ARELLANO & SON DBA
REPAIR DOOR 04/2016
REPAIR REAR BMFR 04/16

Schedule of Bills

ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	100243	817 00027		
CONTRACTURAL SERVICES	062.0462.060.028	640436A	817 00069		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91742968	817 00046		
SPECIAL DEPARTMENT EXPEN	063.0463.060.029	91743195	817 00045		
SPECIAL DEPARTMENT EXPEN	001.0421.060.029	91744101	817 00047		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91744131	817 00048		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91744579	817 00049		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91744932	817 00054		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91745162	817 00053		
SPECIAL DEPARTMENT EXPEN	001.0421.060.029	91746990	817 00051		
SPECIAL DEPARTMENT EXPEN	029.0429.060.029	91747490	817 00052		
SPECIAL DEPARTMENT EXPEN	001.0421.060.029	91748325	817 00050		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91749190	817 00055		
SPECIAL DEPARTMENT EXPEN	029.0429.060.029	91749762	817 00056		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91750446	817 00058		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	91750771	817 00057		
SPECIAL DEPARTMENT EXPEN	029.0429.060.029	91751416	817 00059		
*VENDOR TOTAL					
VEHICLE MAINTENANCE/OPER	001.0411.060.032	5913	817 00122		
SPECIAL DEPARTMENT EXPEN	063.0463.060.029	330347	817 00079		
SPECIAL DEPARTMENT EXPEN	001.0421.060.029	INVTUL017718	817 00044		
CAPITAL OUTLAY-EQUIPMENT	063.0463.080.051	063-001	821 00003		
SPECIAL DEPARTMENT EXPEN	062.0462.060.029	0000013001	817 00100		
UTILITY DEPOSITS	001.0000.200.034		817 00004		
LEGAL SERVICES - RETAINE	063.0463.060.025		817 00094		
VEHICLE MAINTENANCE/OPER	001.0411.060.032	1333	817 00132		
VEHICLE MAINTENANCE/OPER	062.0462.060.032	1334	817 00133		
*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KAWEAH COMMONWEALTH/THE WHS WNTR SPRTS 04/16	75.00	SPECIAL DEPARTMENT EXPEN	001.0401.060.029		16676		817 00139
LAWRENCE TRACTOR COMPANY SUPPLIES 04/2016	553.75	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		160430		817 00009
LEFFINGWELL AG SALES CO. UN 32 BULK 04/2016	385.82	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		361215		817 00062
MAILFINANCE MAIL MTR LEASE 04/2016	51.65	OFFICE SUPPLIES	001.0410.060.023		N5876559		817 00134
MAIL MTR LEASE 04/2016	154.94	OFFICE SUPPLIES	061.0461.060.023		N5876559		817 00135
MAIL MTR LEASE 04/2016	154.94	OFFICE SUPPLIES	062.0462.060.023		N5876559		817 00136
MAIL MTR LEASE 04/2016	154.94	OFFICE SUPPLIES	063.0463.060.023		N5876559		817 00137
	516.47	*VENDOR TOTAL					
MIDVALLEY DISPOSAL REFUSE 04/2016	44,399.31	CONTRACTURAL SERVICES	061.0461.060.028		FEB-16		817 00070
REFUSE 04/2016	44,213.10	CONTRACTURAL SERVICES	061.0461.060.028		MAR-16		817 00080
	88,612.41	*VENDOR TOTAL					
OFFICE DEPOT CINEMA FRAME 04/16	302.99	OFFICE SUPPLIES	001.0410.060.023		286818077001		817 00064
CR PRT 04/2016	47.17	OFFICE SUPPLIES	001.0411.060.023		827066479001		817 00066
PEN RTRBL 04/2016	11.22	OFFICE SUPPLIES	001.0410.060.023		827066552001		817 00067
SUPPLIES 04/2016	150.61	OFFICE SUPPLIES	001.0410.060.023		830116418001		817 00065
	511.99	*VENDOR TOTAL					
PALM OCCUPATIONAL MEDICI MEDICAL 04/2016	65.00	TRAINING EXPENSE	004.0414.060.037		116474		817 00104
PETTY/MARY A PRPRTY AQUISTN 04/2016	2,250.00	CONTRACTURAL SERVICES	023.0590.734.028		APN:060-160013		817 00007
PORTERVILLE/ CITY OF ANIMAL CONTROL 04/2016	480.00	CONTRACTURAL SERVICES	001.0411.060.028		16-0144		817 00068
PRESSLEY & ASSOCIATES, I 14/15 AUDIT 04/16	6,900.00	ACCOUNTING/AUDITING SERV	001.0404.060.024		14/15 AUDIT		817 00085
14/15 AUDIT 04/2016	2,300.00	ACCOUNTING/AUDITING SERV	021.0424.060.024		14/15 AUDIT		817 00086
14/15 AUDIT 04/2016	2,300.00	ACCOUNTING/AUDITING SERV	061.0461.060.024		14/15 AUDIT		817 00087
14/15 AUDIT 04/2016	5,750.00	ACCOUNTING/AUDITING SERV	062.0462.060.024		14/15 AUDIT		817 00088
14/15 AUDIT 04/2016	5,750.00	ACCOUNTING/AUDITING SERV	063.0463.060.024		14/15 AUDIT		817 00089
14/15 TDA MSR R 04/16	2,700.00	CONTRACTURAL SERVICES	001.0422.060.028		14/15 AUDIT		817 00090
GASB 68 IMPLM ASST 04/16	6,000.00	CONTRACTURAL SERVICES	001.0410.060.028		14/15 AUDIT		817 00091
	31,700.00	*VENDOR TOTAL					
PROTECTION ONE ALARM SERVICE 04/21016	52.48	CONTRACTURAL SERVICES	063.0463.060.028				817 00099

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO# F/P ID LINE
REYNOSO BUILDERS SEWER LATERAL 04/2016	1,100.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		817 00152
ROMERO/ANTONIO REFRIGERATOR REPAIR 4/16	415.00	HOUSEHOLD FIRE STATION	004.0414.060.016		817 00103
SANTA FE AGGREGATES, INC FILL DIRT 04/2016	129.05	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	2002089	817 00042
FILL DIRT 04/2016	129.05	SPECIAL DEPARTMENT EXPEN	063.0463.060.029	2002089	817 00043
CRUSHER DUST 04/2016	128.38	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	2002304	817 00143
CRUSHER DUST 04/2016	128.39	SPECIAL DEPARTMENT EXPEN	063.0463.060.029	2002304	817 00144
	514.87	*VENDOR TOTAL			
SELF HELP ENTERPRISES IN CUSTOMER#C0033 04/2016	3,274.00	CONTRACTURAL SERVICES	001.0402.060.028	MAR 16 003	817 00107
CUSTOMER#C0618 LOAN 4/16	24,400.00	HOUSING CONSTRUCTION	027.0715.080.081	MAR 16 011	817 00106
	27,674.00	*VENDOR TOTAL			
SOUTHERN CALIF EDISON CO FIRE STATION 04/16	219.87	UTILITIES	004.0414.060.021		817 00105
CITY ADMIN BLDNG 04/2016	556.01	UTILITIES	001.0410.060.021		817 00108
WTR DEPT. 04/2016	3,357.16	UTILITIES	063.0463.060.021		817 00109
MAINT. SHOP 04/2016	231.25	UTILITIES	001.0418.060.021		817 00110
PARKS 04/2016	80.87	UTILITIES	001.0421.060.021		817 00111
SEWER DEPT. 04/2016	5,246.03	UTILITIES	062.0462.060.021		817 00112
AIRPORT 04/2016	64.27	UTILITIES	041.0441.060.021		817 00113
SUBDVSN LIGHT 04/2016	178.22	UTILITIES	029.0429.060.021		817 00114
STREETS 04/2016	3,023.53	UTILITIES	001.0422.060.021		817 00115
	12,957.21	*VENDOR TOTAL			
ST JOHN'S RIVER MUTUAL ASSESSMENT #685 04/2016	330.00	UTILITIES	001.0421.060.021	176	817 00082
STANTEC CONSULTING SERVI WOODLAKE WW COLLECTN 4/16	1,662.00	CONTRACTURAL SERVICES	062.0462.060.028	1022288	817 00101
WW COLLECTION SYSTM 4/16	792.50	CONTRACTURAL SERVICES	062.0462.060.028	1032821	817 00140
ON CALL REPORTING 04/16	3,786.33	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	1034666	817 00116
	6,240.83	*VENDOR TOTAL			
STATE OF CA-EDD CITY ST TAX DEP 04/2016	1,886.22	WITHHOLDING TAX-STATE	001.0000.200.028		821 00001
STATE OF CALIFORNIA FIRE ST TAX DEP 04/2016	385.83	WITHHOLDING TAX-STATE	004.0000.200.028		821 00002
SWRCB FEES COMPLIANCE TRKNG 04/16	1,513.17	CONTRACTURAL SERVICES	063.0463.060.028	LW-1006360	817 00061
TEAMSTERS LOCAL UNION NO POA DUES 04/2016	176.00	POLICE ASS'N DUES WITHHE	001.0000.200.030	MAY 2016	817 00024

Schedule of Bills

ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
UTILITY DEPOSITS	001.0000.200.034				817 00006
SPECIAL DEPARTMENT EXPEN	004.0414.060.029				817 00149
RADIO & PAGER MAINTENANC	001.0411.060.033		16-090		817 00084
SPECIAL DEPARTMENT EXPEN	001.0405.060.029				821 00004
CONTRACTURAL SERVICES	001.0411.060.028				817 00125
MISCELLANEOUS SERVICES	006.0308.000.065		1802219526		817 00129
SPECIAL DEPARTMENT EXPEN	001.0418.060.029		2755		817 00060
DEFERRED COMPENSATION	001.0000.200.040		APRIL 2016		817 00138
UTILITY DEPOSITS	001.0000.200.034				817 00008
UTILITY DEPOSITS	001.0000.200.034				817 00003
SPECIAL DEPARTMENT EXPEN	062.0462.060.029		141634		817 00075
SPECIAL DEPARTMENT EXPEN	063.0463.060.029		141634		817 00076
*VENDOR TOTAL					
VEHICLE GASOLINE	001.0411.060.035				817 00071
VEHICLE MAINTENANCE/OPER	001.0422.060.032				817 00072
VEHICLE MAINTENANCE/OPER	001.0415.060.032				817 00072
VEHICLE MAINTENANCE/OPER	062.0462.060.032				817 00072
VEHICLE MAINTENANCE/OPER	063.0463.060.032				817 00072
VEHICLE MAINTENANCE/OPER	001.0421.060.032				817 00072
VEHICLE MAINT/OPERATIONS	021.0424.060.032				817 00073
VEHICLE GASOLINE	004.0414.060.035				817 00074
*VENDOR TOTAL					
CONTRACTURAL SERVICES	020.0590.731.028		6169		817 00127
CONTRACTURAL SERVICES	023.0590.731.028		6169		817 00128

ACS FINANCIAL SYSTEM 04/21/2016 19:05:16		Schedule of Bills		CITY OF WOODLAKE GL540R-V08.00 PAGE 8	
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO# F/P ID LINE
VSC INC. PLAZA PROJECT 04/2016	2,598.54 35,626.45	CONTRACTURAL SERVICES *VENDOR TOTAL	020.0590.739.028	6170	817 00126
WILLITTS EQUIPMENT CO., SERVICES 04/2016	13,020.24	CONTRACTURAL SERVICES	063.0463.060.028	27772	817 00040
SERVICES WLL#10 04/2016	14,800.06	CONTRACTURAL SERVICES	063.0463.060.028	27776	817 00041
LFT CHOPPER PMP 04/2016	262.50	CONTRACTURAL SERVICES	063.0463.060.028	28839	817 00039
	28,082.80	*VENDOR TOTAL			
WIRELESS INTERNET SERVIC WIRELESS INTERNET 04/16	199.00	TELEPHONE	001.0410.060.020	1161703	817 00097
WOODLAKE AUTO PARTS ENGINE MAINT. 04/2016	46.32	VEHICLE MAINTENANCE/OPER	004.0414.060.032	628847	817 00092
WOODLAKE CHURCH OF CHRIS PROPERTY AQUISTN 04/16	1,850.00	CONTRACTURAL SERVICES	023.0590.734.028	APN:061-181001	817 00118
WOODLAKE GROWERS SUPPLY ROPE 04/2016	8.10	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	221253	817 00063
DOG FOOD 04/2016	49.14	SPECIAL DEPARTMENT EXPEN	001.0411.060.029	221817	817 00025
DOG FOOD 04/2016	49.14	SPECIAL DEPARTMENT EXPEN	001.0411.060.029	222016	817 00026
	106.38	*VENDOR TOTAL			
WOODLAKE HARDWARE CO STATION MAINT. 04/16	18.35	FIRE STATION MAINTENANC	004.0414.060.034	B7342	817 00093

ACS FINANCIAL SYSTEM
04/21/2016 19:05:16

VENDOR NAME
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

AMOUNT
367,690.89

ACCOUNT NAME

FUND & ACCOUNT

CLAIM INVOICE

PO# F/P ID LINE

GL540R-V08.00 PAGE 9
CITY OF WOODLAKE

RECORDS PRINTED = 000201

Schedule of Bills

CITY OF WOODLAKE
GL060S-V08.00 RECAPPAGE
GL540R

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE	APPROVED BY
.....
.....
.....

ACS FINANCIAL SYSTEM	Check Register	GL540R-V08.00	CITY OF WOODLAKE
04/21/2016 19:			PAGE 1
BANK	VENDOR	CHECK#	DATE
BANK BANK OF VISALIA			AMOUNT
001569 VALLEY CHILDRENS HOSPITA	13654	04/07/16	908.06
001409 ADVENTIST MEDICAL CENTER	13655	04/07/16	409.21
001558 CUNANAN/MARIA PEREZ	13656	04/14/16	95.00
001231 CHRISTOPHER L VILLARD MD	13657	04/14/16	60.48
BANK OF VISALIA			1,472.75 ***

ACS FINANCIAL SYSTEM
04/21/2016 19:

BANK VENDOR

REPORT TOTALS:

Check Register

GL540R-V08.00 PAGE 2

CHECK# DATE AMOUNT

1,472.75

RECORDS PRINTED - 000018

ACS FINANCIAL SYSTEM 04/21/2016 19:08:32			Schedule of Bills		CITY OF WOODLAKE GL540R-V08.00 PAGE 1	
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
ADVENTIST MEDICAL CENTER PPO DISCOUNT 04/2016	409.21	HEALTH INSURANCE	001.0411.050.008			820 00004
CHRISTOPHER L VILLARD MD						
SPECIALIST VISIT 04/16	2.36	HEALTH INSURANCE	001.0403.050.008			820 00003
SPECIALIST VISIT 04/16	2.29	HEALTH INSURANCE	001.0404.050.008			820 00003
SPECIALIST VISIT 04/16	1.18	HEALTH INSURANCE	001.0405.050.008			820 00003
SPECIALIST VISIT 04/16	2.47	HEALTH INSURANCE	001.0415.050.008			820 00003
SPECIALIST VISIT 04/16	1.05	HEALTH INSURANCE	001.0416.050.008			820 00003
SPECIALIST VISIT 04/16	4.00	HEALTH INSURANCE	001.0418.050.008			820 00003
SPECIALIST VISIT 04/16	1.66	HEALTH INSURANCE	001.0421.050.008			820 00003
SPECIALIST VISIT 04/16	5.58	HEALTH INSURANCE	001.0422.050.008			820 00003
SPECIALIST VISIT 04/16	3.24	HEALTH INSURANCE	061.0461.050.008			820 00003
SPECIALIST VISIT 04/16	14.44	HEALTH INSURANCE	062.0462.050.008			820 00003
SPECIALIST VISIT 04/16	13.30	HEALTH INSURANCE	063.0463.050.008			820 00003
SPECIALIST VISIT 04/16	5.06	HEALTH INSURANCE	021.0424.050.008			820 00003
SPECIALIST VISIT 04/16	2.21	HEALTH INSURANCE	029.0429.050.008			820 00003
SPECIALIST VISIT 04/16	1.14	HEALTH INSURANCE	032.0440.050.008			820 00003
SPECIALIST VISIT 04/16	0.50	HEALTH INSURANCE	001.0402.050.008			820 00003
SPECIALIST VISIT 04/16	60.48	*VENDOR TOTAL				
CUNANAN/MARIA PEREZ DR VISIT 04/2016	95.00	HEALTH INSURANCE	001.0411.050.008			820 00002
VALLEY CHILDRENS HOSPITA PPO DISCOUNT 04/2016	908.06	HEALTH INSURANCE	001.0411.050.008			820 00001

ACS FINANCIAL SYSTEM
04/21/2016 19:08:32

VENDOR NAME
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT
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1,472.75		
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CLAIM INVOICE

PO# F/P ID LINE

GL540R-V08.00 PAGE 2
CITY OF WOODLAKE

RECORDS PRINTED - 000018

Schedule of Bills

CITY OF WOODLAKE
GL060S-V08.00 RECAPPAGE
GL540R

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE	APPROVED BY
.....
.....
.....

City of Woodlake

AGENDA ITEM IV-C

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for Those Properties Associated With the City of Woodlake South Valencia ADA Project

BACKGROUND:

On April 30, 2012 the City of Woodlake entered into a Supplemental Agreement with the Tulare County Transportation Authority in the amount of one hundred and seventy-eight thousand dollars (\$178,000) for preliminary engineering. On December 14, 2015 the City entered into a secondary Supplemental Agreement in the amount of two hundred and forty-three thousand dollars (\$243,000) in Measure R funding for right-of-way and admin costs. Once right-of-way is completed the City will use SHOPP and local funds for the construction of the project.

DISCUSSION:

City staff has been working with their right-of-way consultant Hamner, Jewell & Associates to acquire the necessary forty-six parcels associated with the City of Woodlake South Valencia ADA Project. Valuations were done for all forty-six parcels and the valuations along with offers were presented to each individual owner. All property owners were offered three dollars a square foot. At this time the following owners have agreed to sell the necessary right-of-way for the construction of the City of Woodlake South Valencia ADA Project:

- | | |
|--|------------|
| 1. APN# 061-181-001 (Church of Christ) | \$1,850.00 |
| 2. APN# 060-250-034 (Corvera) | \$1,900.00 |

RECOMMENDATIONS:

City staff recommends that Council approve the Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for those properties listed above that are associated with the City of Woodlake South Valencia ADA Project and authorize the City Administrator to execute all necessary documents (templates are attached as Attachment No. 2). All properties are being purchased with local and Measure R funds at their valuation amount (Attachment No. 1).

FISCAL IMPACT:

No fiscal impact to the General Fund. Right-of-way costs will be covered with local and Measure R funds.

ATTACHMENTS:

1. Resolution: Approval of Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for Those Properties Associated With the City of Woodlake South Valencia ADA Project
2. Attachment No. 1 – South Valencia ADA Project Valuations
3. Attachment No. 2 – Template Right of Way Agreement, Grant Deed, Temporary Construction Easement Deed (Bautista)

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

APPROVAL OF THE RIGHT OF WAY AGREEMENTS,)	Resolution No.
GRANT DEEDS, TEMPORARY CONSTRUCTION)	
EASEMENT DEEDS AND FUND DISBURSEMENTS)	
FOR THOSE PROPERTIES ASSOCIATED WITH THE)	
CITY OF WOODLAKE SOUTH VALENCIA ADA PROJECT)	

Councilmember _____, offered the following resolution and moved its adoption. Approve the Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for those properties associated with the City of Woodlake South Valencia ADA Project.

WHEREAS, the City has secured funding for the development and implementation of the South Valencia ADA Project, which will consist of the construction of curb, gutter, sidewalk and storm drain improvements on South Valencia Blvd. from Bravo Avenue south to the Wutchumna Ditch; and,

WHEREAS, the City has hired a qualified firm to be responsible for: appraisals and “good faith negotiations” with property owners for the purchase of right-of-way; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; and,

WHEREAS, the following property owners have agreed to sell the necessary right-of-way at its valuation amount for the construction of the City of Woodlake South Valencia ADA Project:

- | | |
|--|------------|
| 1. APN# 061-181-001 (Church of Christ) | \$1,850.00 |
| 2. APN# 060-250-034 (Corvera) | \$1,900.00 |

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to purchase the properties listed above for their valuation amount for the construction of the City of Woodlake South Valencia ADA Project and authorizes the City Administrator to execute all necessary documents.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on April 25, 2016.

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor, Rudy Mendoza

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake / S. Valencia ADA Project / Valuations (41 owners, 46 parcels)

Owner	Valuation Amount	
Barajas (2 parcels)	(-027)	\$3,000
	(-032)	\$2,150
Bautista		\$1,250
Cabrera		\$1,150
Cano		\$1,550
Cazares		\$2,850
Chavez		\$1,250
Church of Christ		\$1,850
Cortes		\$1,350
Corvera		\$1,900
Estrada		\$3,000
Flores		\$2,800
Galvan		\$3,550
Gamble		\$2,350
Guijon		\$1,150
Hernandez-Aviles		\$1,900
Johnson		\$2,650
Johnson Trust		\$2,500
Lara		\$500
Marquez		\$1,800
Mendoza		\$1,250
Mendoza-Aguilar		\$1,250
Mendoza-Quiroz		\$1,550
Molina-Corvera		\$4,000
Muckleroy		\$2,450
Ortega		\$1,150
Ortega-Jimenez		\$2,700
Palafox		\$2,050
Pentecostal Church (2 parcels) TCE only	(-033)	\$65
	(-034)	\$150
Quezada		\$1,800
Ramos		\$500
Ray (4 parcels)	(-017)	\$2,850
	(-018)	\$2,250
	(-019)	\$1,600
	(-028)	\$1,900
Robinson		\$1,250
Ruiz		\$1,150
Sandoval – TCE only		\$110
Scott		\$2,900
Silva-Espinoza		\$2,650
Stockton		\$1,350
Terry		\$1,350
Torres		\$1,700
Tovar		\$2,350
Vidrio		\$1,150
Total		\$83,975

PARCEL NO.: APN 061-181-009 (Bautista)

PROJECT: City of Woodlake – S. Valencia ADA Project

RIGHT OF WAY AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between

Ricardo Bautista, a single man,

hereinafter called “Grantor,” and

City of Woodlake, a Municipal Corporation

hereinafter called “City.”

Instruments in the form of a Grant Deed (“Deeds”) and Temporary Construction Easement Deed (“TCE Deed”) (collectively “Deeds”) covering the property particularly described therein, have been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Deeds and shall relieve the City and the State of California of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed road improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT. Pay to the order of the Grantor the sum of \$1,150 (Eleven Hundred Fifty Dollars) as consideration in full for the herein real property interests, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to said real property has vested in the entity as grantee under the Deeds free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements, public right of way, taxes for the current year, and other encumbrances approved by City.

B. RECORDATION OF INSTRUMENT. Accept the Deeds herein referenced and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS. Pay all title insurance and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES. Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

E. PROPERTY RESTORATION AND TEMPORARY CONSTRUCTION EASEMENT. Shall generally restore the property described in the TCE Deed to the condition that existed prior to City's project construction, to the extent reasonably practical, except for any trees. Permission is hereby granted to City or its authorized agent to enter on Grantor's land, where necessary, to conform and repair/replace any irrigation, landscaping and sloping disturbed by the project construction.

F. INDEMNIFICATION. Defend, indemnify, and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by City or its officers, employees or agents specifically arising from City construction and restoration work on Grantor's real property during the temporary easement period specified in the referenced TCE Deed.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST. Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder.

B. LEASE INDEMNIFICATION. Warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor agrees to hold the City and State harmless and reimburse City and State for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor for a period exceeding one month.

C. RECONNECTED DRIVEWAYS AND FENCES. At no expense to the Grantor and at the time of construction, City will reconnect Grantor's existing driveway/s to the adjacent public road at their present location and will relocate any impacted fences. Upon completion of construction of said driveway/s, it/they will be considered as an encroachment under permit onto the adjacent public road, and is/are to be maintained, repaired and operated as such by Grantor in accordance with and subject to the laws, rules, and regulations of the public entity controlling said road.

Permission is hereby granted to City or its authorized agent to enter on Grantor's land as described in the TCE Deed, to conform and reconnect Grantor's driveway/s and relocate any fences as described herein. Grantor understands and agrees that after completion of the work described, said driveway/s and fences will be considered as Grantor's sole property and Grantor will be responsible for its/their maintenance and repair.

D. POSSESSION. Except as provided herein, shall retain possession of the property conveyed up to and including December 31, 2015 or the date of recording of the Deeds conveying title to City and State, whichever occurs first, upon which date possessory rights shall pass to City and State.

E. HAZARDOUS MATERIAL. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City and State may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. JUDGMENT IN LIEU OF DEED. In the event Grantor is unable to deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deeds, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

B. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

C. COMPLETE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

D. CITY COUNCIL APPROVAL. This Agreement is subject to and conditioned upon approval and ratification by the Woodlake City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

E. NO THIRD-PARTY BENEFICIARIES INTENDED. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

F. BINDING EFFECT. This Agreement shall inure to the benefit of and constitute a binding obligation upon the successors and assigns of the parties hereto.

G. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same document.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

Dated: _____

GRANTOR:

Ricardo Bautista, a single man

By _____
Ricardo Bautista

GRANTOR'S MAILING ADDRESS:

Richardo Bautista

3729 E. Duma Street

Compton, CA 90221-5125

APPROVED AS TO FORM:

By _____
Michael L. Farley
City Attorney

APPROVED AS TO CONTENT:

By _____
Jason Waters
Community Services Director

CITY OF WOODLAKE

By _____
Ramon Lara
City Administrator

MAILING ADDRESS OF CITY:

350 N. Valencia Blvd.

Woodlake, CA 93286

ATTEST:

By _____
Irene Zacarias, City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

California Department of Transportation
855 M Street, Suite 200
Fresno, CA 93721

State Business – No Recording Fee
(Gov. Code 27383)
DEPT. OF TRANSPORTATION

BY: _____
Right of Way Agent

Space above this line for Recorder's Use

Portion APN 061-181-009

GRANT DEED

District	County	Route	Postmile	Number
06	TUL	245	P.M. 6.7	

RICARDO BAUTISTA, a single man,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Woodlake, County of Tulare, State of California, described as follows:

See "Exhibit A", attached.

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed in fee and the GRANTOR, for itself and its successors and assigns, hereby waives any claims for any and all damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Dated: _____

Ricardo Bautista

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

By _____
Attorney in Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

“Exhibit A”

The West 7.00 feet of that portion of Lot 181 of Woodlake, per map recorded in Volume 10 of Maps, at Page 27, Tulare County Records, situated in the Southwest quarter of the Northwest quarter of Section 31, Township 17 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Woodlake, County of Tulare, State of California, according to the official plat thereof; more particularly described as follows;

Beginning at a point on the West line of said Lot 181, which is 750 feet South of the Northwest corner thereof;

Thence, East, 160 feet;

Thence, South, 50 feet;

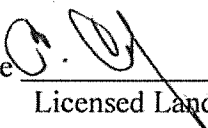
Thence, West, 160 feet, to the West line of said Lot 181;

Thence, North, along said West line, 50 feet, to the Point of Beginning.

TOGETHER WITH underlying fee interest, if any, contiguous to the above-described property in and to State Route 245 (Valencia Boulevard).

Containing 350 square feet, more or less, in addition to those portions lying within State Route 245 (Valencia Boulevard).

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 
Licensed Land Surveyor

Date Aug. 17, 2015



8-17-15

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Woodlake
Attn: City Clerk
350 N. Valencia Blvd.
Woodlake, CA 93286

APN: 061-181-009

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and
Taxation Code § 11922

TEMPORARY CONSTRUCTION EASEMENT DEED
(To The City of Woodlake)

For a valuable consideration, receipt of which is hereby acknowledged,

Ricardo Bautista, a single man (hereinafter referred to as "Grantor"),

hereby grants to the City of Woodlake, a Municipal Corporation ("City"), the following described interest in real property located in the City of Woodlake, County of Tulare, State of California:

Temporary Construction Easement

A temporary easement for construction and related purposes, in, on, over, under, along, and across that certain parcel of land described in Exhibit "A," attached hereto and incorporated herein. Said Temporary Construction Easement shall commence thirty (30) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of City's construction of the road project or six (6) months after the commencement of construction, whichever occurs first.

City shall have the right to extend the Temporary Construction Easement term for non-exclusive use in six (6) additional one-month increments if City determines that additional time beyond the 6 month period is necessary for construction completion. In such case, City shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor \$15 (Fifteen Dollars) for each one month extension term exercised. Payment for any such extensions shall be paid by City to Grantor concurrent with City's written notice to Grantor of City's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before May 31, 2017.

At the conclusion of the project construction, City shall generally restore such property to the condition that existed immediately prior to the City's construction to the extent reasonably practical. However, City shall not be required to restore vegetation to the pre-existing condition.

Executed this _____ day of _____, 2015

GRANTOR:

Ricardo Bautista, a single man

By _____
Ricardo Bautista

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared Ricardo Bautista, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Woodlake hereby accepts for public purposes the real property, or interest therein, described in that Temporary Construction Easement Deed dated _____, from Ricardo Bautista, a single man, Grantor therein, to the City of Woodlake, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 2015

CITY OF WOODLAKE

By _____
Ramon Lara
City Administrator

“Exhibit A”

The East 12.00 feet of the West 19.00 feet of that portion of Lot 181 of Woodlake, per map recorded in Volume 10 of Maps, at Page 27, Tulare County Records, situated in the Southwest quarter of the Northwest quarter of Section 31, Township 17 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Woodlake, County of Tulare, State of California, according to the official plat thereof; more particularly described as follows;

Beginning at a point on the West line of said Lot 181, which is 750 feet South of the Northwest corner thereof;

Thence, East, 160 feet;

Thence, South, 50 feet;

Thence, West, 160 feet, to the West line of said Lot 181;

Thence, North, along said West line, 50 feet, to the Point of Beginning.

Containing 600 square feet, more or less



11-12-15

City of Woodlake

AGENDA ITEM IV-D

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the City of Woodlake's Fiscal Year 2015/2016 Budget Amendment No. 2

BACKGROUND:

Annually, the City staff submits, to the City Council, a draft budget. The draft budget is submitted at scheduled Council meetings, which are open to the public. The purpose of the budgeting process is to propose necessary expenditures and the means of funding them. Occasionally, budget amendments will be necessary to cover unexpected expenditures or note unexpected revenues. Amendments will be presented to the Council for approval.

DISCUSSION:

City of Woodlake Budget Amendment No. 2 affects all funds. The amendment properly adjusts and reallocates staff time and employee benefits as it has been used for the first nine months of the fiscal year and budgets staff time and benefits for the remainder of the year. Staff time and benefits were reduced in the following funds (001) General Fund, (029) Lighting and Landscaping and (032) Redevelopment. These reductions were offset with increases in funds (061) Refuse, (062) Sewer, (063) Water. Fund (021) Transit had minimal change.

The reason for increases to the Refuse Fund are attributed to ongoing review of the City's agreement with Sunset Waste Systems and work being done with Mid Valley Disposal to audit current services. Increases to the Sewer Fund were minimal but are due to the replacement of main sewer line and laterals city-wide. The increases to the Water Fund are due to the ongoing water meter project and the necessary staff time to account for meters and update the accounting system to accept meter readings.

RECOMMENDATIONS:

Staff recommends that Council approve the Fiscal Year 2015/2016 Budget Amendment No. 2. All increases in expenditures are covered by increased revenues, reserves or grants.

FISCAL IMPACT:

All increases in expenditures are covered by increased revenues, reserves or grants

ATTACHMENTS:

1. Resolution: Approval of the City of Woodlake's Fiscal Year 2015/2016 Budget Amendment No. 2
2. Attachment No. 1 – City of Woodlake Fiscal Year 2015/2016 Budget Amendment No. 2 (under separate cover)

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

APPROVAL OF THE CITY OF)
WOODLAKE'S FISCAL YEAR)
2015/2016 BUDGET)
AMENDMENT NO. 2)

Resolution No.

Councilmember _____, offered the following resolution and moved its adoption. Approval of the City of Woodlake's Fiscal Year 2015/2016 Budget Amendment No. 2.

WHEREAS, annually, the City staff submits, to the City Council, a draft budget. The draft budget is submitted at scheduled Council meetings, which are open to the public; and

WHEREAS, the purpose of the budgeting process is to propose necessary expenditures and the means of funding them; and

WHEREAS, occasionally, budget amendments will be necessary to cover unexpected expenditures. Amendments will be presented to the Council for approval.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the City of Woodlake's Fiscal Year 2015/2016 Budget Amendment No. 2 shown as Attachment No. 1.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on April 25, 2016.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-E

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake

BACKGROUND:

The California Government Code section 8630 empowers the City Council of the City of Woodlake to proclaim the existence of a local drought emergency when the City of Woodlake is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City. The City of Woodlake declared a drought emergency on the 26th day of May 2015 by Resolution No. 15-45.

On January 17, 2014, the Governor of the State of California proclaimed a state of emergency in the State of California due to current drought conditions in the State. The Governor's proclamation acknowledged that the State of California is experiencing record dry conditions that have persisted since 2012, with 2014 projected to become the driest year on record and called upon all Californians to reduce their water usage by 20 percent.

DISCUSSION:

The City of Woodlake water system is made up of five wells that are used as the only source to provide potable water to its residents. The wells have seen a consistent drop in groundwater level due to the drought and diversion of water, which has increased ground water pumping in the area. These conditions have created a situation where City wells will need to be updated or replaced. Due to the low water table, the wells have also become very inefficient. All these factors have created a burden on the City's water system.

The City requested informal bids for the construction of a test well along the St. Johns River. Well contractors are in large demand and soliciting bids was a challenge. The City was able to secure the services of Western Strata Exploration, Inc., who began drilling a new well on October 20, 2015. The well will now be engineered and connected to the current system.

RECOMMENDATIONS:

Staff recommends that the City Council continue the proclamation by the City Council of the City of Woodlake, State of California, proclaiming existence of a local drought emergency for the City of Woodlake. The City Council would review the need for continuing the local drought emergency at least once every 30 days until the Council terminates the local drought emergency.

FISCAL IMPACT:

The City Water Fund has been largely depleted by the inefficiency, need of updating and replacement of City wells. City staff will continue to look for other funding sources to construct future wells.

ATTACHMENTS:

1. Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
STATE OF CALIFORNIA

In the matter of:

CONTINUATION OF THE PROCLAMATION OF) Resolution No.
OF THE EXISTENCE OF A LOCAL DROUGHT)
EMERGENCY FOR THE CITY OF WOODLAKE)

WHEREAS, California Government Code section 8630 empowers the City Council of the City of Woodlake to proclaim the existence of a local drought emergency when the City of Woodlake is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, the City Council of the City of Woodlake declared a drought emergency on the 26th day of May 2015 by Resolution No. 15-45; and

WHEREAS, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of extreme peril to the safety of persons and property within the territorial limits of the City caused by the drought; and

WHEREAS, pursuant to City Charter, the City Administrator has requested the City Council to proclaim the existence of a local emergency; and

WHEREAS, on January 17, 2014, the Governor of the State of California proclaimed a state of emergency in the State of California due to current drought conditions in the state; and

WHEREAS, the Governor’s proclamation acknowledged that the State of California is experiencing record dry conditions that have persisted since 2012; and

WHEREAS, the Governor’s proclamation also noted that the snowpack in California’s mountains is alarmingly below the normal average level for this date; and

WHEREAS, the Governor’s proclamation called upon all Californians to reduce their water usage by 20 percent; and

WHEREAS, the Governor’s proclamation called upon local water suppliers and municipalities to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season; and

WHEREAS, the current drought has negatively impacted local business, especially agricultural based business, of which City residents largely depend on; and

WHEREAS, the City of Woodlake depends on ground water to provide potable water to its residents; and,

WHEREAS, the City’s domestic wells have seen a consistent drop in groundwater levels, requiring that wells be updated and replaced, causing an economic burden on the City; and

WHEREAS, persistent drought conditions have negatively impacted and continue to threaten the City’s economy; and

WHEREAS, conditions of drought exacerbate already perilous fire conditions in the City; and

WHEREAS, on January 15, 2014, the Secretary of the United States Department of Agriculture designated 27 California counties, [*including Alameda, Alpine, Amador, Calaveras, Contra Costa, El Dorado, Fresno, Inyo, Kings, Kern, Los Angeles, Madera, Mariposa, Merced, Mono, Monterey, Sacramento, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Clara, Santa Barbara, Stanislaus, Tulare, Tuolumne, and Ventura*] as natural disaster areas due to drought which makes farm operators in the designated counties eligible to be considered for certain assistance including emergency loans from the U.S. Farm Service Agency for production losses; and

WHEREAS, on January 17, 2014, the California State Resources Control Board notified all water rights holders in California that, in the coming months, if dry weather conditions persist, the State

Water Board will notify water right holders in critically dry watersheds of the requirement to limit or stop diversions of water under their water right, based upon the priority of their right; and **WHEREAS**, these conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the City of Woodlake.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Woodlake that for reasons set forth herein, wishes to extend the proclamation of the existence of a local drought emergency in the City of Woodlake; and

BE IT FURTHER RESOLVED that federal and state agencies are requested to provide financial and other assistance to residents, water suppliers, water rights holders, ranchers, farmers, business owners and local governments in the City of Woodlake to help them mitigate the persistent drought conditions; and

BE IT FURTHER RESOLVED that the City's water users heed the Governor's request to reduce water usage by 20 percent.

BE IT FURTHER RESOLVED that water suppliers and municipalities in the City of Woodlake heed the Governor's request to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season.

BE IT FURTHER RESOLVED that all city water associates, power companies, other involved agencies, utilities, and individuals do whatever they can to equitably allocate the available water to mitigate to the extent possible the hardships resulting from the lack of water during this extended drought period of recovery.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local drought emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions existing and passed in conjunction with this emergency, and that this emergency shall be deemed to continue to exist until the City Council of the City of Woodlake, State of California, proclaims its termination. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that the City Council of the City of Woodlake hereby authorizes the undertaking of all extraordinary police and planning powers in response to this local drought emergency including but not limited to the ability to modify, amend, or issue planning codes, building or safety codes, environmental health codes, and such other codes, orders, and regulations as determined necessary for the duration of the emergency.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that public employees, officers, and governing bodies within the City are hereby granted full immunity to the extent allowed by law for actions undertaken in compliance with this proclamation.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local drought emergency, the City Administrator may request the City Council to amend this proclamation of a local drought emergency and, if this Council is not in session to amend this proclamation as necessary and, if this proclamation is amended by the City Administrator the Council shall take action to ratify the amendment within 30 days thereafter or the amendment shall have no further force or effect.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 25th day of April 2016.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on April 25, 2016.

AYES:
NOES:
ABSTAIN
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-F

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project

BACKGROUND:

The California Government Code section 8630 empowers the City Council of the City of Woodlake to proclaim the existence of a local drought emergency when the City of Woodlake is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City. The Council declared a drought emergency on the 26th day of May 2015 by Resolution No. 15-45 and by Resolution No. 15-46 the Council approved an exemption pursuant to the California Environmental Quality Act (CEQA), and State CEQA Guidelines relating to the environmental evaluation of the City of Woodlake Water Well Project. On June 22, 2015 by Resolution No. 15-59 Council approved emergency expenditures for the development and implementation of the City of Woodlake Well Project and has continued to reaffirm them at every Council meeting.

The City of Woodlake water system is made up of five wells that are used as the only source to provide potable water to its residents. The wells have seen a consistent drop in groundwater level due to the drought and diversion of water, which has increased ground water pumping in the area. These conditions have created a situation where City wells will need to be updated or replaced. Due to the low water table, the wells have also become very inefficient. All these factors have created a burden on the City's water system.

DISCUSSION:

With the continued drought and pumping of groundwater in the area, the City water system has begun to struggle to meet the demand of its customers. Water tables continue to fall and wells continue to become more inefficient. In an effort to protect the City's water resources, the City has taken the necessary steps towards drilling new City wells and is looking at options to make their current wells more efficient. Pervasive drought conditions have also significantly increased demand for well contractors, who now have very long waiting lists to drill wells and no incentive to engage a bidding process, thereby creating procurement challenges for local public agencies. The City has also implemented its Stage 4 water regulations and has made major cuts in the use of water at City facilities.

At this time the City has begun the drilling of a well along the St. John's River within the City Airport Property. The well sixteen inch casing and gravel pack are in. The seal of the well has been completed with the development and testing of the well now in progress. City staff believes that if a new, deeper well is not added to the current water system immediately, then the City may not have the ability to meet its customers' demands in the near future.

The declaration of an emergency, when passed by four-fifths votes of its members, allows the expenditure of public money for a new City well, which will allow the City to meet its consumers' demands. The declaration has helped streamline the construction of the well by allowing the City to forego a competitive bid process as per the Public Contract Code. When the Council approves such action then the declaration of emergency will have to be re-approved by a four-fifths vote at every regularly scheduled meeting until the action is terminated.

Currently the City has spent \$136,000.00 for the drilling of a new well and \$19,995.00 for the development of the well. The well is currently producing approximately 250 GPM. The City expected this well to produce over 500 GPM. Currently tests are being run to obtain a better understanding of why the well is not producing at the estimated level.

RECOMMENDATIONS:

Staff recommends that the City Council approve the emergency expenditures of public money for the construction of a new City well to meet the demands of its customers and to safeguard the health of City residents. At this time staff is requesting that Council reaffirm the approval of \$186,000 in expenditures for the drilling of a 400ft deep hole and 16 inch wide steel casing and \$19,995.00 for the development of the well. The City Council will review the need for continuing emergency expenditures at every scheduled Council meeting until the action is terminated.

FISCAL IMPACT:

The construction of a test well and new City well will be paid out of the Water Fund. Staff has currently allocated \$750,000 to the project.

ATTACHMENTS:

1. Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
STATE OF CALIFORNIA

In the matter of:

REAFFIRM THE APPROVAL OF EMERGENCY)	Resolution No.
EXPENDITURES FOR THE DEVELOPMENT AND)	
IMPLEMENTATION OF THE CITY OF WOODLAKE)	
WELL PROJECT)	

WHEREAS, California Government Code section 8630 empowers the City Council of the City of Woodlake to proclaim the existence of a local drought emergency when the City of Woodlake is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of extreme peril to the safety of persons and property within the territorial limits of the City caused by the drought; and

WHEREAS, the City Council of the City of Woodlake declared a drought emergency in the City of Woodlake on the 26th of May 2015 by Resolution No. 15-45; and

WHEREAS, on January 17, 2014, the Governor of the State of California proclaimed a state of emergency in the State of California due to current drought conditions in the state and said state of emergency remains in effect; and

WHEREAS, the Governor’s proclamation acknowledged that the State of California is experiencing record dry conditions that have persisted since 2012, with 2014 projected to become the driest year on record; and

WHEREAS, the Governor’s proclamation called upon local water suppliers and municipalities to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season; and

WHEREAS, the current drought has negatively impacted local business, especially agricultural based business, of which City residents largely depend on; and

WHEREAS, the City has implemented Stage 4 of its water conservation regulations, which restricts water use in the city; and

WHEREAS, the City of Woodlake depends on ground water to provide potable water to its residents; and,

WHEREAS, the City’s domestic wells have seen a consistent drop in groundwater levels, requiring that wells be updated and replaced, causing an economic burden on the City; and

WHEREAS, persistent drought conditions have negatively impacted and continue to threaten the City’s economy; and

WHEREAS, conditions of drought exacerbate already perilous fire conditions in the City; and

WHEREAS, these conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the City of Woodlake.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Woodlake that for reasons set forth herein, emergency expenditures may take place in order to safeguard the health of City residents by the construction of a new City well; and

BE IT FURTHER RESOLVED that in case of an emergency the Public Contract Code section 20168 allows for the legislative body to pass a resolution by at least a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property allowing the City to forego competitive solicitations for bids, as the action is necessary to respond to the emergency; and

BE IT FURTHER RESOLVED that on the 26th day of May 2015 by Resolution NO. 15-46 the Council approved an exemption pursuant to the California Environmental Quality Act (CEQA), and State CEQA Guidelines relating to the environmental evaluation of the City of Woodlake Water Well Project.

BE IT FURTHER RESOLVED that on the 22nd day of June 2015 by Resolution NO. 15-59 the Council approved emergency expenditures for the development and implementation of the City of Woodlake Water Well Project.

BE IT FURTHER RESOLVED that water suppliers and municipalities in the City of Woodlake heed the Governor's request to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season.

BE IT FURTHER RESOLVED that all city water associates, power companies, other involved agencies, utilities, and individuals do whatever they can to equitably allocate the available water to mitigate to the extent possible the hardships resulting from the lack of water during this extended drought period of recovery.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local drought emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions existing and passed in conjunction with this emergency, and that this emergency shall be deemed to continue to exist until the City Council of the City of Woodlake, State of California, proclaims its termination. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that the City Council of the City of Woodlake hereby authorizes the undertaking of all extraordinary police and planning powers in response to this local drought emergency including but not limited to the ability to modify, amend, or issue planning codes, building or safety codes, environmental health codes, and such other codes, orders, and regulations as determined necessary for the duration of the emergency.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that public employees, officers, and governing bodies within the City are hereby granted full immunity to the extent allowed by law for actions undertaken in compliance with this emergency action.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council approves \$136,000 for the drilling of a new well and \$19,995.00 for the development of the well and that Council will review the need for continuing emergency expenditures at every regularly scheduled meeting hereafter until the drought emergency is terminated or no further emergency expenditures are necessary. [Note: Public Contract Code section 22050(c) requires the governing board to review the emergency expenditures at every regularly scheduled meeting until the governing body terminates the emergency expenditure or emergency no longer exists.]

DECLARED this 25th day of April 2016.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on April 25, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-G

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Deny Claim for Damages from Paulino Carrasco filed on April 18, 2016

BACKGROUND:

A claim can be filed by any person who believes he or she has been injured or damaged by a public entity or a public employee. The person must file a written claim with the public entity, and the entity must reject it before a lawsuit against the entity and/or employee may be filed in court.

DISCUSSION:

The City of Woodlake has received a claim for damages from Pauline Carrasco. The claim is attached for reference.

RECOMMENDATIONS:

Staff recommends that Council authorize the approval to Deny Claim for Damage from Pauline Carrasco.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

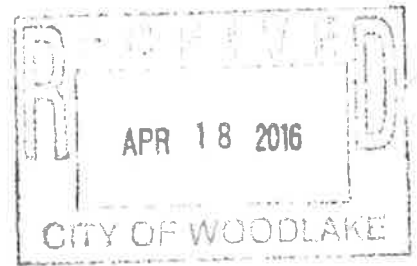
1. Claim Form B dated April 18, 2016

(NAME OF ENTITY)

CLAIM FORM

FORM B

(Please Type Or Print)



CLAIM AGAINST Woodlake Police Department
(Name of Entity)

Claimant's name: Pauline Carrasco

SS#: [REDACTED] DOB: 4/28/60 Gender: Male ☒ Female ☐

Claimant's address: 432 N Lemona St, Woodlake, CA 93286

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 04-17-16

Date injuries, damages, or losses were discovered: 4/17/16

Location of incident/accident: 432 N Lemona St, Woodlake, CA 93286

What did entity or employee do to cause this loss, damage, or injury? Employee kicked door and broke it.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Robles

What specific injuries, damages, or losses did claimant receive? \$200 to replace door

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$200

How was this amount calculated (please itemize)? replace new bedroom door, replace casing and paint, labor and material total cost: \$200

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 04-18-16 Signature: Pauline Carrasco

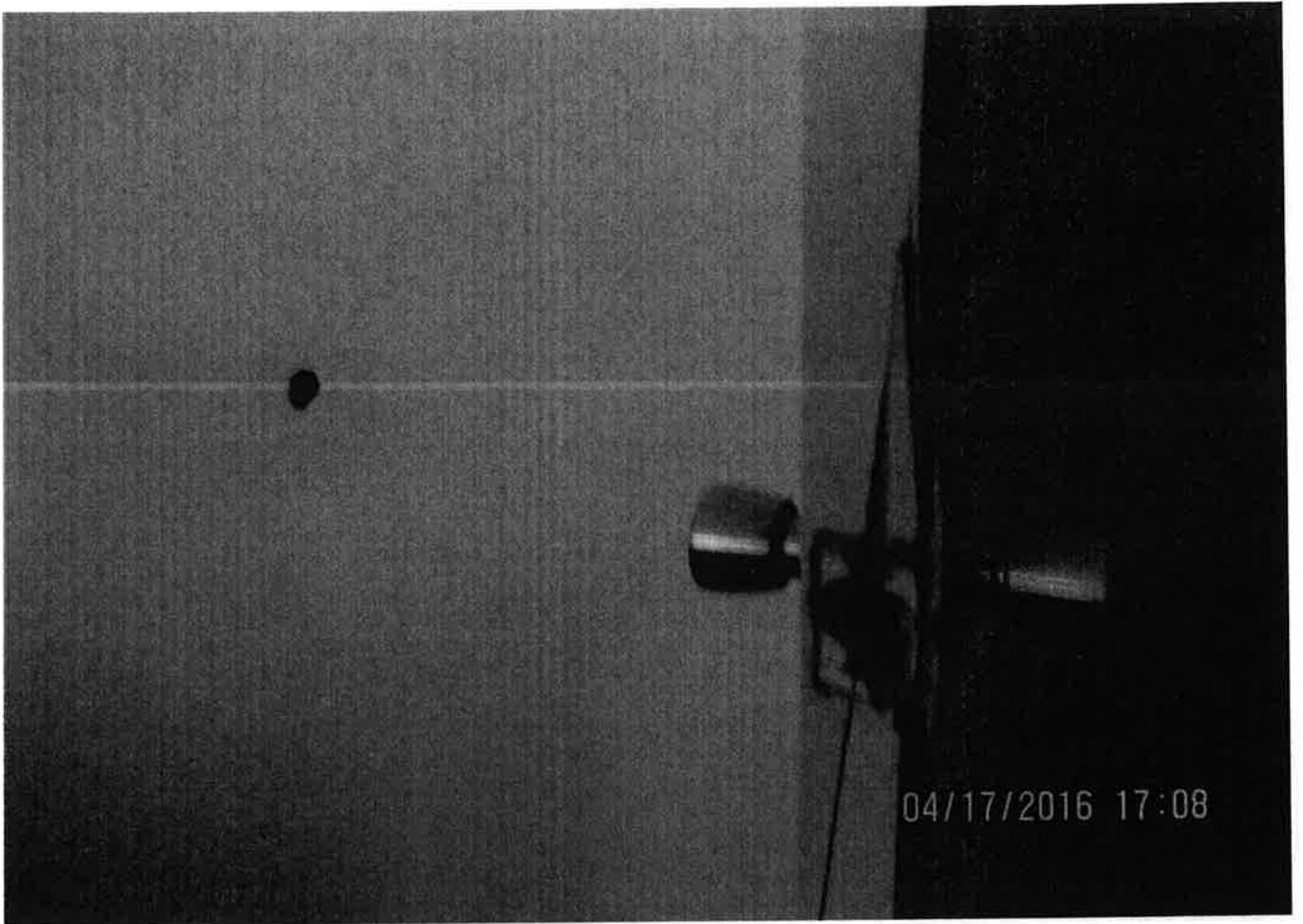
If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____





City of Woodlake

AGENDA ITEM IV-H

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Deny Claim for Damages from Raul Leon Guzman Filed on April 21, 2016

BACKGROUND:

A claim can be filed by any person who believes he or she has been injured or damaged by a public entity or a public employee. The person must file a written claim with the public entity, and the entity must reject it before a lawsuit against the entity and/or employee may be filed in court.

DISCUSSION:

The City of Woodlake has received a claim for damages from Raul Leon Guzman. The claim is attached for reference.

RECOMMENDATIONS:

Staff recommends that Council authorize the approval to Deny Claim for Damage from Raul Leon Guzman.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

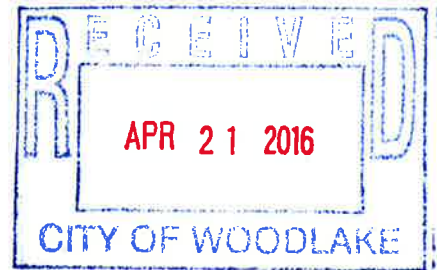
1. Claim Form B dated April 20, 2016

(NAME OF ENTITY)

CLAIM FORM

FORM B

(Please Type Or Print)



CLAIM AGAINST City of Woodlake Police Department
(Name of Entity)

Claimant's name: Raul Leon Guzman - 559-564-1004

SS#: _____ DOB: 07/31/73 Gender: Male ☒ Female _____

Claimant's address: 551 N Cypress Apt #24, Woodlake, CA 93286

Address where notices about claim are to be sent, if different from above: _____

Same as above

Date of incident/accident: 08/06/2014

Date injuries, damages, or losses were discovered: 08/06/2014

Location of incident/accident: 551 N Cypress Apt. #24, Woodlake, CA 93286

What did entity or employee do to cause this loss, damage, or injury? Loss of \$ 350⁰⁰

Cost to obtain vehicle from towing company
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

Officer Torres

What specific injuries, damages, or losses did claimant receive? The loss of paying

\$350⁰⁰ to obtain vehicle from towing company.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(b)] _____

\$350⁰⁰

How was this amount calculated (please itemize)? Amount paid to towing

company to obtain vehicle.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 04/21/2016 Signature: Raul Guzman

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

City of Woodlake

AGENDA ITEM V-A

April 25, 2016

Prepared by Jason Waters, City Staff

SUBJECT:

Information: Water Updates

BACKGROUND:

The Sustainable Groundwater Management Act (SGMA) established a new structure for managing California's groundwater resources at a local level. The SGMA requires the formation of locally-controlled Groundwater Sustainability Agencies (GSAs) which must develop Groundwater Sustainability Plans (GSPs) in basins or subbasins that were designated by the Department of Water Resources (DWR) as medium or high priority. The City of Woodlake is in one of these basins.

DISCUSSION:

California legislation requires the City of Woodlake must belong to a Groundwater Sustainability Agency (GSA). Based on timeline requirements, the City will likely have to join a GSA within the next few months. Currently, there are three potential GSA formations within our basin:

1. Greater Kaweah GSA
2. Mid-Kaweah GSA
3. Eastside GSA

A Greater Kaweah GSA meeting will be held on April 25th and staff will provide an update to Council at the City Council Meeting.

ATTACHMENTS:

1. None

City of Woodlake

AGENDA ITEM V-B

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Object to the Sale of the Tax Defaulted Property and Application to Enter Into a Purchase Agreement with the County of Tulare for the Property with APN NO. 061-100-085-000

BACKGROUND:

In 1996 the City of Woodlake entered into an agreement for a loan in the amount of nine hundred and eighty seven thousand three hundred and twenty one dollars (\$987,321.00), with Scot and Carolyn Townsend for the construction of the property with APN No. 061-100-085-000. The project was funded with 95-HOME funds from the Department of Housing and Community Development.

DISCUSSION:

The County of Tulare has notified the City of Woodlake that they will be selling a tax-defaulted property that the City has legal interest in. The property is the before mentioned property with APN No. 061-100-085-000 owned by Scot and Carolyn Townsend. The City has an obligation to protect its initial investment in the property and in order to do that would have to pay the outstanding taxes and lien(s) on the property. At this time the outstanding taxes are in the amount of \$122,800.00. An outstanding lien on the property also exists in the amount \$50,000.00 and is under review as a potential additional subsequent cost.

Once the City acquired the property it would have to look at its options to sell the property and recover its expenses. Staff has had preliminary talks with Self-Help Enterprises in possibly having them assume the note on the property and reimburse the City for any expenses it may incur during the acquisition of the property, subject to legal review.

RECOMMENDATIONS:

Staff recommends that Council object to the sale of the tax defaulted property and enter into a purchase agreement with the County of Tulare for the property with APN No. 061-100-085-000. The City has a financial interest to protect in the property and an obligation to provide affordable housing to its residents.

FISCAL IMPACT:

The City would have to cover the outstanding taxes on the property in the amount of \$122,800.00 from the General Fund. The City would then recover those expenditures through the sale of the property.

ATTACHMENTS:

1. Resolution: Object to the Sale of the Tax Defaulted Property and Application to Enter Into a Purchase Agreement with the County of Tulare for the Property with APN NO. 061-100-085-000
2. Attachment 1: Purchase Agreement
3. Attachment 2: Preliminary Title Report

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

OBJECT TO THE SALE OF THE TAX)	Resolution No.
DEFAULTED PROPERTY AND)	
APPLICATION TO ENTER INTO A)	
PURCHASE AGREEMENT WITH)	
THE COUNTY OF TULARE FOR)	
THE PROPERTY WITH APN NO.)	
061-100-085-000)	

Councilmember _____, offered the following resolution and moved its adoption. Object to the sale of the tax-defaulted property and enter into a Purchase Agreement with the County of Tulare for the property with APN No. 061-100-085-000, located at 354 Danielle Way, Woodlake, California (“**subject property**”).

WHEREAS, the City of Woodlake currently has a deed of trust to secure an indebtedness for the property with APN No. 061-100-085-000; and

WHEREAS, the City has learned that the County of Tulare has a sale for the tax-defaulted property with APN No. 061-100-085-000 scheduled for June 2, 2016; and

WHEREAS, ownership of the entire subject property, in fee simple absolute, is required by the City for use of the property for a public purpose of providing affordable low-income housing within the City;

WHEREAS, in order to redeem the subject property a payment of at least one hundred and twenty two thousand eight hundred dollars and no cents (\$122,800.00) in taxes, costs and fees is required; and

WHEREAS, the City hereby objects to the sale and authorizes its purchase of the subject property pursuant to Revenue and Taxation Code §§ 3695, 3695.4 and requests to purchase the subject property prior to the tax sale for the amount required by applicable law;

NOW, THEREFORE, the City Council of the City of Woodlake, does hereby resolve as follows:

1. The foregoing findings are true and correct and incorporated herein.
2. A certified copy of this resolution and application to purchase shall be filed with the Tax Collector and lodged with Board of Supervisors for the County of Tulare;
3. The City Council objects to the sale and requests to purchase the property for the stated amount prior to the tax sale; and
4. The City Council agrees to enter into a written agreement, attached hereto and incorporated herein, with the County of Tulare to purchase the tax-defaulted property with APN No. 061-100-085-000 at the price required by Revenue and Taxation Code §§ 3695 and 3695.4 and in no event less than the minimum bid.

5. The Mayor and City Manager are authorized to carry out the terms and conditions of this Resolution and any and all items reasonably and/or incidental thereto.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on April 25, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This Agreement is made this _____ day of _____, _____.by and between the Tulare County Board Of Supervisors, (Seller), State of California, and the City of Woodlake (Purchaser), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said County, hereinafter set forth and described in this Agreement is tax-defaulted and is subject to the power of sale by the tax collector of said County for the non-payment of taxes, pursuant to provisions of law.

Terms and Conditions of Sale:

It is mutually agreed as follows:

- (1) That, as provided by Revenue and Taxation Code, § 3800, all costs and expenses of notification, sale proceeding and title transfer of property shall be paid by the Purchaser
- (2) That the Purchaser agrees to pay the sum of \$122,800 for the real property described in Exhibit "A" plus sale costs within fourteen (14) days after the date this Agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to purchaser.
- (3) That the Purchaser agrees to use the parcel(s) for public purpose under the following intent: The City will use the parcel to continue to provide quality, affordable housing to the community.
- (4) That, if said purchaser is a taxing agency as defined in Revenue and Taxation Code, §121 or any other agency that receives its revenue share under the provisions of Division 7, Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by §3791 and §3720 of the Revenue and Taxation Code.
- (5) If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that individual parcel. This Agreement shall, also, become null and void and the right of redemption restored upon the Purchaser's failure to comply with the terms and conditions of this Agreement, or upon the State Controller's failure to approve this Agreement.

The undersigned hereby agree to the terms and conditions of the Agreement and are duly authorized to sign for said Agencies.

Note: This document is being executed in counterpart each of which constitutes an original

ATTEST:

By

(Purchaser)

(Authorized Agent)

ATTEST:

Clerk of the Board of Supervisors

TULARE COUNTY BOARD OF SUPERVISORS

By _____ By

Deputy

Steve Worthley, Chairperson

(Seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the governing body of the City of Woodlake hereby agrees to the sale price as provided in this Agreement.

ATTEST:

CITY OF WOODLAKE

By: _____ By

Deputy

Mayor

(Seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code, the Controller agrees to the selling price therein before set forth and pursuant to the provisions of Section 3795 approves the foregoing Agreement this _____ day of _____, _____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1750 West Walnut Avenue • Visalia, CA 93277
(559)636-4300 • FAX (559)636-4365

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Barbara Eickmann
Title No.: FWVI-4211504353-BE

Escrow Officer: Roberta Chambers
E-Mail: chambersr@ctt.com
Escrow No.: FWVI-4211504353 -RC

TO: Self-Help Enterprises
PO BOX 6520
Visalia, CA 93290
Attn: Betsy McGovern-Garcia

PROPERTY ADDRESS(ES): 354 Danielle Way, Woodlake, CA

EFFECTIVE DATE: December 11, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Scot B. Townsend and Carolyn L. Townsend, husband and wife as community property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 061-100-085

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WOODLAKE, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That portion of the South half of the Northeast quarter of the Southwest quarter of Section 30, Township 17 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Woodlake, County of Tulare, State of California, more particularly described as Parcel No. 3, of Parcel Map No. 4787, as recorded in Book 48, Page 92 of Parcel Maps, Tulare County Records, as corrected by Certificate of Correction recorded October 31, 2006 as Instrument No. 2006-0113480 of Official Records.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 007-006
Tax Identification No.: 061-100-085
Fiscal Year: 2015-2016
1st Installment: \$5,198.91 Delinquent + \$519.89 Penalty
2nd Installment: \$5,198.91 Open
Land: \$116,306.00
Improvements: \$786,616.00

2. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009-2010.

APN No.: 061-100-085
Default Date: June 30, 2010

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

Amount: \$99,617.62 by December 31, 2015
Amount: \$100,488.90 by January 31, 2016

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: July 7, 1995
Recording No.: 95-43292
Redevelopment Agency: Woodlake Redevelopment Agency

EXCEPTIONS

(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$987,321.00
 Dated: June 10, 1996
 Trustor/Grantor: Scot B. Townsend and Carolyn L. Townsend, husband and wife, D/B/A Walsburg Properties
 Trustee: Fidelity National Title
 Beneficiary: City of Woodlake
 Loan No.: 95-HOME-0174
 Recording Date: July 3, 1996
 Recording No.: 96-047818 of Official Records

An agreement recorded January 20, 2000 at 2000-0003506 of Official Records which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: January 20, 2000
 Recording No.: 200-0003507 of Official Records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Chicago Title Company
 Recording Date: October 3, 2006
 Recording No.: 2006-0102199 of Official Records

A partial reconveyance of said Deed of Trust for property not covered herein recorded June 29, 2001 as Instrument No. 2001-0048428 of Official Records, and recorded October 3, 2006 as Instrument No. 2006-0102200 of Official Records

6. Matters contained in that certain document

Entitled: Regulatory Agreement Department of Housing and Community Development Home Investment Partnerships Program (HOME)
 Dated: June 10, 1996
 Executed by: Scot B. Townsend and Carolyn L. Townsend, husband and wife, doing business as Walsburg Properties and the City of Woodlake
 Recording Date: July 3, 1996
 Recording No.: 96-047819 of Official Records

Reference is hereby made to said document for full particulars.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Woodlake
 Purpose: public utilities and incidental purposes
 Recording Date: September 29, 1999
 Recording No.: 1999-0073969 of Official Records
 Affects: The East 30 feet

EXCEPTIONS

(continued)

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$50,000.00
 Dated: January 7, 2000
 Trustor/Grantor: Scot B. Townsend and Carolyn L. Townsend, husband and wife as community property
 Trustee: Fidelity National Title Company
 Beneficiary: Fred Hesse and Paula Hesse, husband and wife, as Joint Tenants
 Recording Date: January 20, 2000
 Recording No.: 2000-0003507 of Official Records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Chicago Title Company
 Recording Date: October 3, 2006
 Recording No.: Instrument No. 2006-0102201 of Official Records

A partial reconveyance of property not covered herein recorded October 3, 2006 as Instrument No. 2006-0102202 of Official Records.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
 Purpose: public utilities and incidental purposes
 Recording Date: June 5, 2007
 Recording No.: Instrument No. 2007-0052512 of Official Records
 Affects: A portion of said land

10. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
 Fiscal Year: 2012-2013
 Taxpayer: Scot R Townsend & Carolyn L. Townsend DBA Walsburg Prop/Rural Comm Dev Svcs
 County ID No.: 20122343
 Amount: \$218.69
 Recording Date: October 16, 2012
 Recording No.: 2012-0069272 of Official Records

11. Water rights, claims or title to water, whether or not disclosed by the public records.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

EXCEPTIONS

(continued)

13. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
14. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF EXCEPTIONS

NOTES

- Note 1.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 2.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 3.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 4.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a multi-family residence, known as 354 Danielle Way, Woodlake, CA, to an Extended Coverage Loan Policy.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
 Name(s) furnished: Self-Help Enterprises
 If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FWVI-4211504353--RC

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

ATTACHMENT ONE (CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule Aor
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

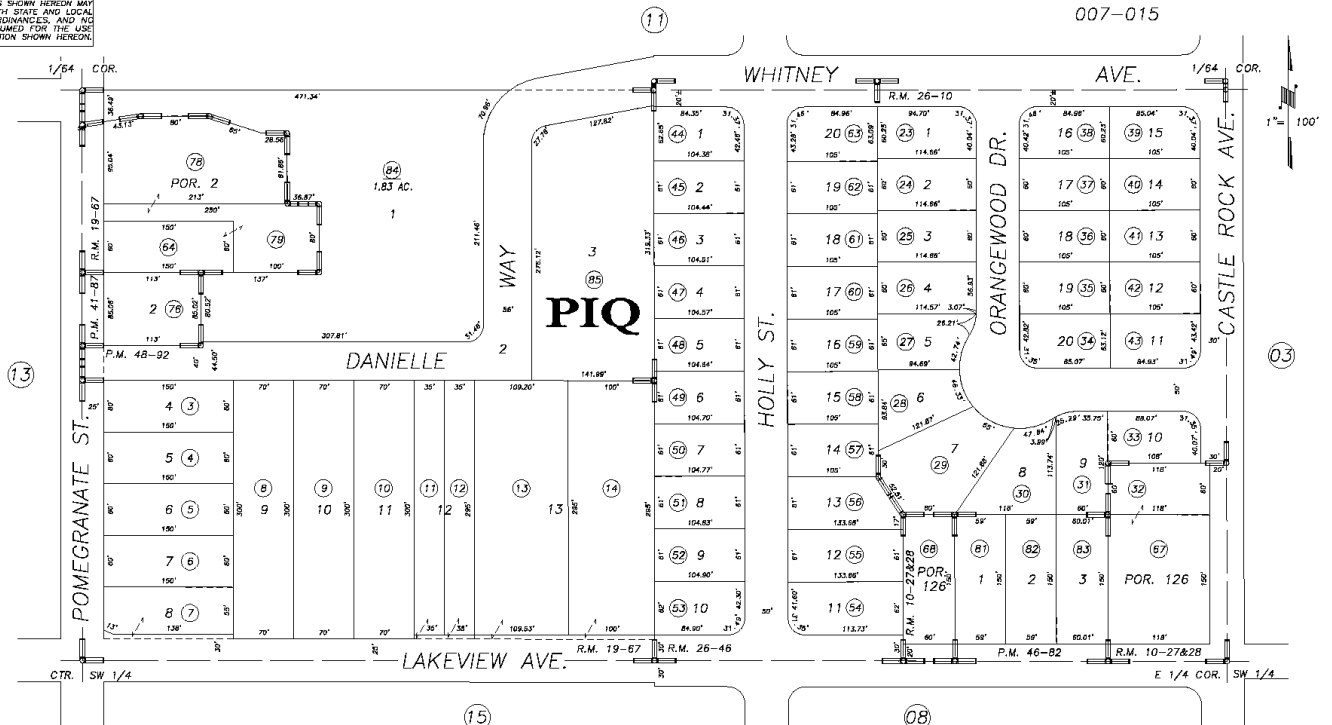
CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISCLAIMER
THIS MAP WAS PREPARED FOR LOCAL PROPERTY ASSESSMENT PURPOSES ONLY AND THE PARCELS SHOWN HEREON MAY NOT COMPLY WITH STATE AND LOCAL SUBDIVISION ORDINANCES, AND NO LIABILITY IS ASSUMED FOR THE USE OF THE INFORMATION SHOWN HEREON.

S1/2 OF NE1/4 OF SW1/4 SEC.30, T.17S., R.27E., M.D.B.&M.

Tax Area Code 061-10
007-006
007-015



POR. WOODLAKE SHEET NO. 1, R.M. 10-27 & 28
POR. SHUCK ADD., R.M. 19-67
ORANGEWOOD TERRACE, R.M. 26-10
ORANGEWOOD TERRACE NO. 2, R.M. 26-46
PARCEL MAP NO. 4083, P.M. 41-87
PARCEL MAP NO. 4577, P.M. 46-82
PARCEL MAP NO. 4787, P.M. 48-92

CITY OF WOODLAKE
ASSESSOR'S MAPS BK.061 , PG.10
COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circles (1) (123)
Assessor's Block Numbers Shown in Ellipses (1) (123)

2006-0100956	10/20/2008	MLC
REVISION	DATE	TECH

City of Woodlake

AGENDA ITEM V-C

April 25, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the Property with APN# 060-131-016

BACKGROUND:

The Woodlake City Council instructed staff to look at the acquisition of bare land that may be used in the future to promote improvements, development and commercial opportunities. City staff engaged Union Pacific to look at the possibility of acquiring the property with APN# 060-131-016. The property is located at the corner of southwest corner of Naranjo Blvd. and Acacia St.

After months of negotiations Union Pacific agreed to sell the property with APN# 060-131-016 for one hundred fifty one thousand four hundred and ninety-seven dollars (\$151,497.00). The property is 33,666 square feet and the City paid \$4.50 a square foot. The City also acquired 3,704 square feet of right-of-way on Acacia St. at no cost.

DISCUSSION:

The City acquired the property with APN# 060-131-016 from Union Pacific for one hundred fifty one thousand four hundred and ninety-seven dollars (\$151,497.00). The City has negotiated a sale price to Hafeltry Development Company, LLC for one hundred and fifty five thousand dollars and no cents (\$155,000.00). If the agreement is finalized the property would be used for the development of a retail business.

RECOMMENDATIONS:

City staff recommends that Council enter into a purchase and sale agreement with Hafeltry Development Company, LLC for the property with APN# 060-131-016.

FISCAL IMPACT:

All proceeds from the sale would be credited to the City of Woodlake General fund as the property is a City asset.

ATTACHMENTS:

1. Resolution: Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the Property with APN# 060-131-016
2. Attachment No. 1 – Purchase and Sale Agreement

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

ENTERING INTO A PURCHASE AND) Resolution No.
SALE AGREEMENT WITH HAFELTRY)
DEVELOPMENT COMPANY, LLC)
FOR THE PROPERTY WITH APN# 060-131-016)

Councilmember _____, offered the following resolution and moved its adoption. Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the property with APN# 060-131-016.

WHEREAS, the City acquired the property with APN# 060-131-016 for one hundred fifty one thousand four hundred and ninety-seven dollars (\$151,497.00), the property is 33,666 square feet and the City paid \$4.50 a square foot; and,

WHEREAS, the property was acquired by the General Fund and was booked as a General Fund Asset.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the property with APN# 060-131-016 in the amount of one hundred and fifty five thousand dollars and no cents (\$155,000.00) (see attached agreement).

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on April 25, 2016.

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor, Rudy Mendoza

ATTEST:

Irene Zacarias, City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 12th day of April, 2016 ("Effective Date") between **CITY OF WOODLAKE** ("Seller") and **HALFERTY DEVELOPMENT COMPANY, LLC, a Delaware limited liability company**, or its assignee ("Buyer"). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the "Property" containing approximately 35,075 square feet of land located at the southwest corner of Naranjo Boulevard and Acacia Street in the City of Woodlake, County of Tulare, State of California, also known as Assessor's Parcel Map Number 060-131-016, and more particularly described in Exhibit "A" attached hereto, upon the terms and conditions set forth in this Agreement.

2. Financial Terms.

A. Purchase Price. The total "Purchase Price" shall be One Hundred Fifty-Five Thousand and No/100 Dollars (\$155,000.00).

B. Deposit. Within five (5) business days after the full execution and delivery of this Agreement, Buyer shall open an escrow account ("Opening of Escrow") with the Los Angeles office of Fidelity National Title -- Bobbie Purdy, Escrow Officer ("Escrow Holder"). Within five (5) business days of Opening of Escrow, Buyer shall deliver funds (the "Deposit") in the amount of One Thousand and No/100 Dollars (\$1,000.00) to Escrow Holder. Until 5:00 p.m. Pacific time on the last day of the Site Investigation Period, the Deposit shall remain refundable to Buyer if the transaction contemplated by this Agreement is not consummated for any reason whatsoever, provided that all expenses related to cancellation of the escrow are paid by Buyer. Thereafter, the Deposit and all interest that is earned by said funds shall be credited against the Purchase Price at Close of Escrow or otherwise disbursed in accordance with the terms of this Agreement.

C. Balance. The balance of the Purchase Price (after credit for the Deposit and interest accrued thereon) shall be paid by Buyer to Seller at the Close of Escrow, by cash, [title company or bank check, wire transfer or other customary means,] to an account designated by Seller.

3. Close of Escrow.

A. Date. The conveyance of the Property and the payment of the balance of the Purchase Price ("Close of Escrow") shall take place at the office of Escrow Holder, during normal business hours, within (30) days following satisfaction of all of the conditions set forth in paragraph 4 below.

- B. Conveyance. At Close of Escrow, upon the receipt of the Purchase Price, Seller shall deliver to Buyer a Grant Deed in recordable form, conveying fee simple title to the Property, subject only to current real property taxes and those title exceptions approved by Buyer, and free of all contracts, leases and like documents, except as approved by Buyer in writing, together with a Buyer-paid ALTA policy insuring such title in Buyer. Seller shall also execute and deliver to Buyer a certification, acceptable to Buyer, setting forth Seller's address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue and Code of 1986, as amended. In addition, Seller shall execute and deliver to Buyer evidence satisfactory to Buyer that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended (or comparable regulations of other jurisdictions) and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant to such provisions.
- C. Costs and Prorations. Real estate taxes, outstanding assessments that are not liens on the Property, fire and extended coverage insurance premiums, rent, utilities and operating expenses (as applicable) shall be prorated as of the date of Close of Escrow. Buyer shall pay all escrow fees, any transfer taxes and recording fees. Each party shall pay its own attorneys' fees and costs.
- D. Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.
4. Approval Periods.
- A. Title Matters. Within twenty (20) days after the Opening of Escrow, Seller shall furnish to Buyer, at Seller's expense, a preliminary title report and binder on the Property, copies of all exceptions, conditions, covenants and restrictions affecting the Property, and a copy of all rental agreements and other evidence of the potential rights of anyone other than Seller to the Property ("Title Commitment"). The Title Commitment shall be issued by Fidelity National Title ("Title Company") and shall show good and marketable title in Seller.
- B. Site Investigation Period. Buyer shall have one hundred eighty (180) days following Opening of Escrow ("Site Investigation Period") to enter upon the Property and investigate whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended purpose. The investigation may include, without limitation, soil and sub-soil conditions, wetland demarcations, environmental, engineering, surveys, land use and planning, utility and other studies. Any such entry shall be at Buyer's expense and risk (holding Seller harmless from any claims for injury to person or property arising from Buyer's activities on the Property), but shall not constitute a taking of possession, and Buyer shall return each test location to substantially its original condition. This investigation may also include (i) obtaining final approval by a major tenant for the development of

a store on the Property and (ii) dealing with governmental bodies with authority over the Property. Should Buyer determine that the Property is not suitable, Buyer shall provide written notice of same to Escrow Holder within five (5) days after the end of the Site Investigation Period and the Deposit shall then be promptly returned to Buyer and this Agreement shall be terminated with no further obligations to either party.

- C. Development Approvals. If the Property needs to be rezoned, replatted, its permitted use changed or similarly redesignated or have building permits issued ("Development Approvals"), Buyer shall have one hundred eighty (180) days from the end of the Site Investigation Period to use reasonable efforts to accomplish such Development Approvals ("Development Approval Period"). Buyer shall pay all costs of Development Approvals, and Seller will cooperate (at no cost) in that effort.

5. Seller's Warranties. Seller represents and warrants, to induce Buyer to enter into the Agreement, in addition to any other representations herein, as of the date hereof and the date of Close of Escrow (and all representations and warranties shall survive the Close of Escrow) that:

- A. Seller owns good and marketable fee simple title to the Property;
- B. Seller has the authority to execute this Agreement and transfer title as stated;
- C. At Close of Escrow, title to the Property will be free and clear of all leases, liens, easements, covenants, restrictions, parties in possession and/or special encumbrances, except title exceptions permitted by Buyer;
- D. To the best of Seller's actual knowledge after investigation, the Property, including soil, sub-soil, surface and ground water, improvements and anything else on or under the Property now is and at Close of Escrow will be free of all contamination including but not limited to asbestos, hazardous waste or hazardous substances, as defined by applicable federal and state laws, and by the Resource Conservation and Recovery Act of 1976, as amended and regulations thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the California Hazardous Waste Control Act, the California Health and Safety Code, or similar and applicable laws and regulations. Seller further has neither been advised of nor received any notice regarding any contamination affecting the Property;
- E. There are no violations of any laws or regulations of applicable governmental authorities affecting the Property, nor are there any governmental or other actions or legal proceedings pending or threatened against Seller or the Property;
- F. There are no special assessments or eminent domain proceedings pending or threatened against Seller or the Property;

- G. The Property has full, free and adjacent access to and from public highways and roads and there are no facts or conditions which would result in such access being altered; and
- H. From and after the date hereof and until Close of Escrow, Seller will maintain the Property in good order and condition and not permit or commit waste thereon.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the actual knowledge of (i) Ramon Lara with the City of Woodlake, (ii) all employees or agents of Seller with supervisory responsibilities concerning the Property, and (iii) such other persons at a management or supervisory level who would, in the ordinary course of their responsibilities as employees or agents of Seller, receive notice from other agents or employees of Seller or from other persons or entities of any of the matters described in the representations and warranties in this Agreement which are limited by the knowledge of Seller.

6. Condemnation. If, prior to Close of Escrow, any part of the Property is taken pursuant to eminent domain proceedings (or private purchase in lieu thereof), or any such proceedings commence, then Buyer may elect by written notice to Seller either to terminate this Agreement or proceed to Close of Escrow with an adjustment in the Purchase Price equal to any condemnation award or payments received or to be received by Seller. Upon any such termination pursuant to this paragraph, this Agreement shall be terminated without any rights or obligations from or to either party and the Deposit shall be promptly returned to Buyer. Notwithstanding the foregoing, there is no litigation pending or, after due and diligent inquiry, to Seller's knowledge, threatened, against Seller that arises out of the ownership of the Property or that might detrimentally affect the value, ownership, use or operation of the Property or the ability of Seller to perform its obligations under this Agreement. Seller shall notify Buyer promptly of any such litigation of which Seller becomes aware.

7. Default. If either party fails either to waive a condition or to terminate this Agreement, and because of such failure the other party wants to claim a default, the other party shall give written notice specifying the nature of the failure to the alleged defaulting party, who shall have thirty (30) days (or such time as is reasonable if the failure cannot be reasonably cured in thirty (30) days) to cure the failure. If the failure is on the part of the Seller, Buyer may terminate this Agreement, elect to cure the failure on behalf of Seller, or seek specific performance and/or damages. If the failure is on the part of Buyer, Seller's exclusive remedy shall be to receive the Deposit as full liquidated damages.

IN THE EVENT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT (TO THE EXTENT DEPOSITED INTO ESCROW BY BUYER) SHALL BE PAID TO AND/OR RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE

OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389.

Seller's
Initials _____

Buyer's
Initials _____



8. Successors and Assigns. Buyer shall have the absolute and unconditional right at any time and from time to time to assign this Agreement to any person or entity controlled by, controlling, or under common control with, Buyer; provided, however, all other assignments shall require the consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the provisions of the immediately preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, assigns and successors in interest.

9. Assignment. Buyer shall provide Seller with a copy of any assignment within ten (10) days after the effective date of any such assignment. Thereafter, Seller shall look only to the assignee for the performance of all of Buyer's obligations under this agreement.

10. 1031 Exchange. At the sole option of Seller, Seller may elect to consummate the transaction as a simultaneous or non-simultaneous like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and requiring Buyer to cooperate with Seller (by executing such documents and taking such actions as may be reasonably necessary) to effectuate the transaction as a like-kind exchange. Buyer is to be at no cost or expense in the exchange and shall not be required to take title to any other property, nor is the Close of Escrow to be delayed, due to Seller's exercise of this provision.

11. Brokers. The parties represent and warrant that Buyer and Seller are not represented by a broker and neither party has incurred any obligations for real estate commissions, finder's fees or any similar fees in connection with the transaction contemplated herein. If any other person asserts a claim for commission or finder's fees in connection with this transaction based upon contact or dealings with Buyer or Seller, the party through whom that person makes its claim will indemnify, hold harmless, and defend the other party from such claim and all expenses, including reasonable attorneys' fees, incurred by the other party in defending the claim. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

12. Costs of Litigation. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing party. Such fees and costs shall include post-judgment fees, costs and expenses incurred on appeal or in collection of any judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

13. Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term and provision of this Agreement.

14. Entire Agreement. This document is the full agreement between the parties regarding the subject matter hereof and may only be altered in a writing signed by both the parties. This Agreement shall not be strictly construed for or against any party. Each party acknowledges that its independent counsel has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Acceptance. To evidence their agreement with the foregoing and their intent to be legally bound, the parties have executed this Agreement as of the Effective Date.

[Signatures on following page.]

SELLER:

City of Woodlake

By _____
Ramon Lara

Title _____

Date _____

Notice Address:

BUYER:

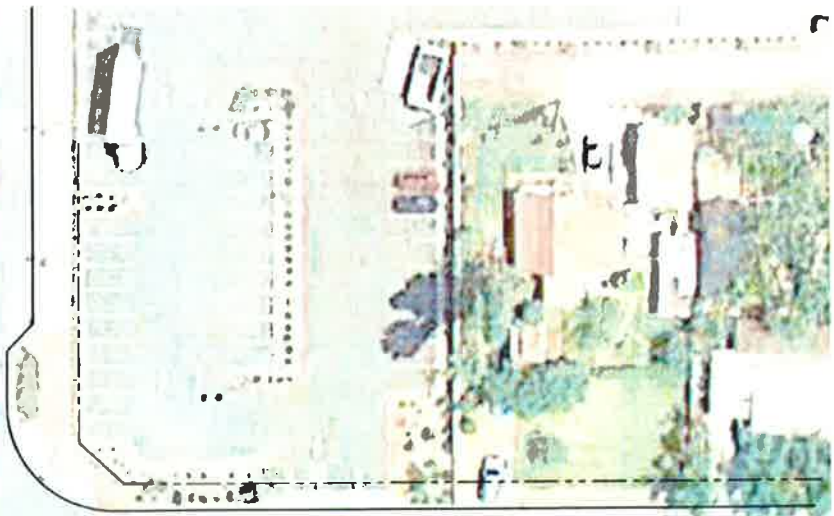
**Halferty Development Company, LLC
a Delaware limited liability company**

By 
James L. Halferty, Member

Notice Address:

Halferty Development Company, LLC
199 S. Los Robles, Suite 840
Pasadena, California 91101
Attn: James L. Halferty

ENCITA

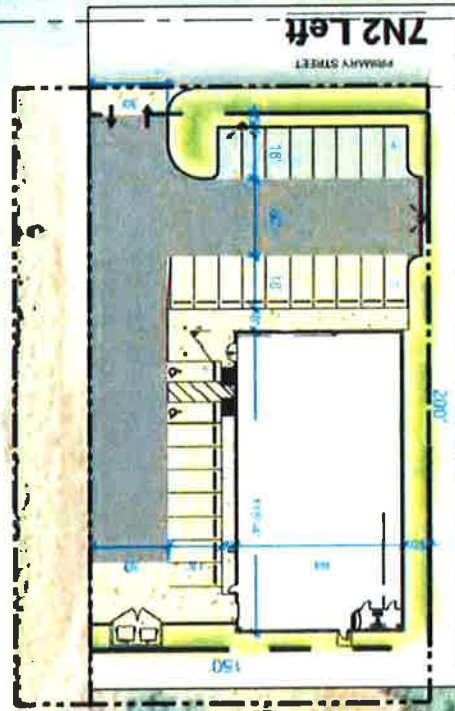


ACACIA STREET



NARANJO BLVD.

280'





PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent





ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1750 West Walnut Avenue • Visalia, CA 93277
(559)636-4300 • FAX (559)636-4365

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Barbara Eickmann
Title No.: FWVI-4211504353-BE

Escrow Officer: Roberta Chambers
E-Mail: chambersr@ctt.com
Escrow No.: FWVI-4211504353 -RC

TO: Self-Help Enterprises
PO BOX 6520
Visalia, CA 93290
Attn: Betsy McGovern-Garcia

PROPERTY ADDRESS(ES): 354 Danielle Way, Woodlake, CA

EFFECTIVE DATE: December 11, 2015 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Scot B. Townsend and Carolyn L. Townsend, husband and wife as community property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 061-100-085

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WOODLAKE, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That portion of the South half of the Northeast quarter of the Southwest quarter of Section 30, Township 17 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Woodlake, County of Tulare, State of California, more particularly described as Parcel No. 3, of Parcel Map No. 4787, as recorded in Book 48, Page 92 of Parcel Maps, Tulare County Records, as corrected by Certificate of Correction recorded October 31, 2006 as Instrument No. 2006-0113480 of Official Records.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 007-006
Tax Identification No.: 061-100-085
Fiscal Year: 2015-2016
1st Installment: \$5,198.91 Delinquent + \$519.89 Penalty
2nd Installment: \$5,198.91 Open
Land: \$116,306.00
Improvements: \$786,616.00

2. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2009-2010.

APN No.: 061-100-085
Default Date: June 30, 2010

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

Amount: \$99,617.62 by December 31, 2015
Amount: \$100,488.90 by January 31, 2016

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: July 7, 1995
Recording No.: 95-43292
Redevelopment Agency: Woodlake Redevelopment Agency

EXCEPTIONS
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$987,321.00
 Dated: June 10, 1996
 Trustor/Grantor: Scot B. Townsend and Carolyn L. Townsend, husband and wife, D/B/A Walsburg Properties
 Trustee: Fidelity National Title
 Beneficiary: City of Woodlake
 Loan No.: 95-HOME-0174
 Recording Date: July 3, 1996
 Recording No.: 96-047818 of Official Records

An agreement recorded January 20, 2000 at 2000-0003506 of Official Records which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: January 20, 2000
 Recording No.: 200-0003507 of Official Records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Chicago Title Company
 Recording Date: October 3, 2006
 Recording No.: 2006-0102199 of Official Records

A partial reconveyance of said Deed of Trust for property not covered herein recorded June 29, 2001 as Instrument No. 2001-0048428 of Official Records, and recorded October 3, 2006 as Instrument No. 2006-0102200 of Official Records

6. Matters contained in that certain document

Entitled: Regulatory Agreement Department of Housing and Community Development Home Investment Partnerships Program (HOME)
 Dated: June 10, 1996
 Executed by: Scot B. Townsend and Carolyn L. Townsend, husband and wife, doing business as Walsburg Properties and the City of Woodlake
 Recording Date: July 3, 1996
 Recording No.: 96-047819 of Official Records

Reference is hereby made to said document for full particulars.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Woodlake
 Purpose: public utilities and incidental purposes
 Recording Date: September 29, 1999
 Recording No.: 1999-0073969 of Official Records
 Affects: The East 30 feet

EXCEPTIONS

(continued)

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$50,000.00
 Dated: January 7, 2000
 Trustor/Grantor: Scot B. Townsend and Carolyn L. Townsend, husband and wife as community property
 Trustee: Fidelity National Title Company
 Beneficiary: Fred Hesse and Paula Hesse, husband and wife, as Joint Tenants
 Recording Date: January 20, 2000
 Recording No.: 2000-0003507 of Official Records

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Chicago Title Company
 Recording Date: October 3, 2006
 Recording No.: Instrument No. 2006-0102201 of Official Records

A partial reconveyance of property not covered herein recorded October 3, 2006 as Instrument No. 2006-0102202 of Official Records.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
 Purpose: public utilities and incidental purposes
 Recording Date: June 5, 2007
 Recording No.: Instrument No. 2007-0052512 of Official Records
 Affects: A portion of said land

10. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Tulare
 Fiscal Year: 2012-2013
 Taxpayer: Scot R Townsend & Carolyn L. Townsend DBA Walsburg Prop/Rural Comm Dev Svcs
 County ID No.: 20122343
 Amount: \$218.69
 Recording Date: October 16, 2012
 Recording No.: 2012-0069272 of Official Records

11. Water rights, claims or title to water, whether or not disclosed by the public records.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

EXCEPTIONS

(continued)

13. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
14. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF EXCEPTIONS

NOTES

- Note 1.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 2.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 3.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 4.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a multi-family residence, known as 354 Danielle Way, Woodlake, CA, to an Extended Coverage Loan Policy.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
 Name(s) furnished: Self-Help Enterprises
 If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FWVI-4211504353--RC

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

ATTACHMENT ONE (CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule Aor
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

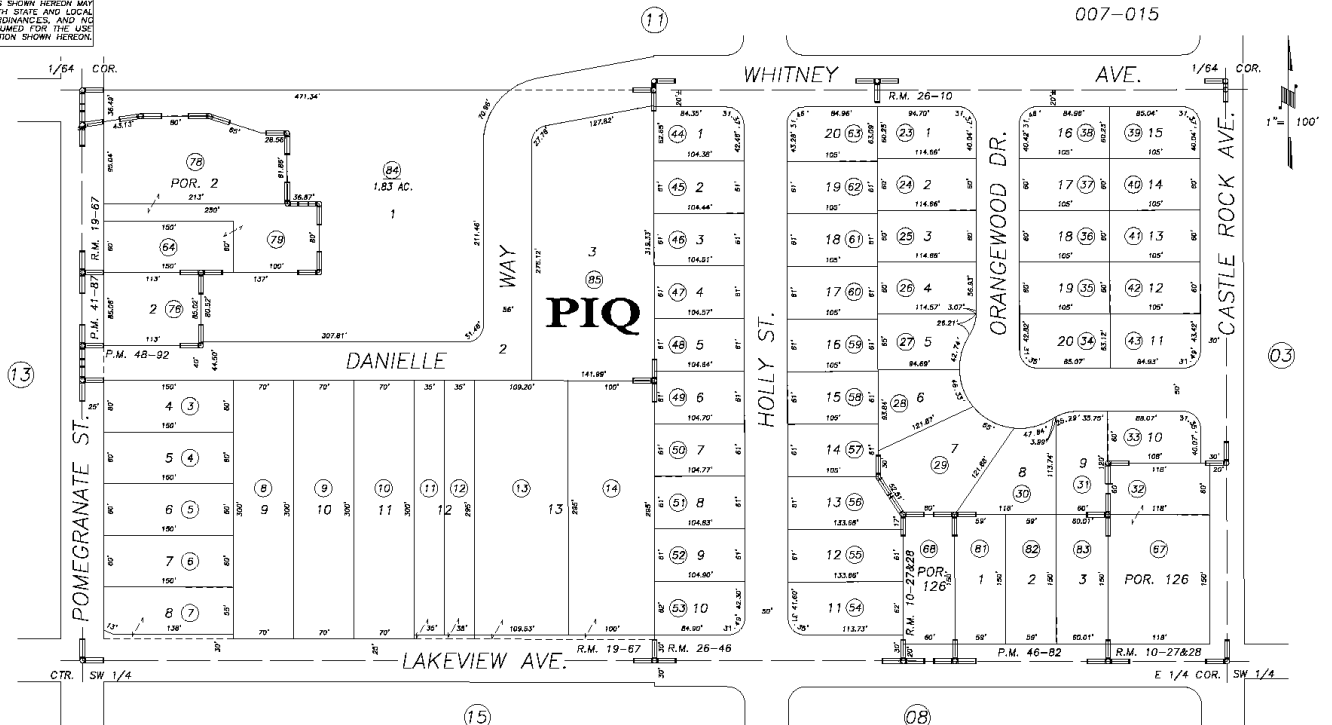
CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISCLAIMER
THIS MAP WAS PREPARED FOR LOCAL PROPERTY ASSESSMENT PURPOSES ONLY AND THE PARCELS SHOWN HEREON MAY NOT COMPLY WITH STATE AND LOCAL SUBDIVISION ORDINANCES, AND NO LIABILITY IS ASSUMED FOR THE USE OF THE INFORMATION SHOWN HEREON.

S1/2 OF NE1/4 OF SW1/4 SEC.30, T.17S., R.27E., M.D.B.&M.

Tax Area Code 061-10
007-006
007-015



POR. WOODLAKE SHEET NO. 1, R.M. 10-27 & 28
POR. SHUCK ADD., R.M. 19-67
ORANGEWOOD TERRACE, R.M. 26-10
ORANGEWOOD TERRACE NO. 2, R.M. 26-46
PARCEL MAP NO. 4083, P.M. 41-87
PARCEL MAP NO. 4577, P.M. 46-82
PARCEL MAP NO. 4787, P.M. 48-92

CITY OF WOODLAKE
ASSESSOR'S MAPS BK.061 , PG.10
COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circles (1) (123)
Assessor's Block Numbers Shown in Ellipses (1) (123)

2006-0100956	10/20/2008	MLC
REVISION	DATE	TECH

City of Woodlake

AGENDA ITEM V-D

April 25, 2016

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Authorize Contract Negotiations with The Taylor Group Architects to Provide Architectural Services for the Woodlake Community Center Project

BACKGROUND:

The proposed community center would house a public library, senior center and work as a hub for local service clubs. The City has acquired the necessary properties to deliver the plaza and community center. The Lions Club donated the current Doris and Francis White Lions Club Community Center property and the City has acquired adjacent properties necessary for the construction of the plaza and the community center.

At the August 10, 2015 meeting, Council authorized staff to secured funding through USDA to construct the Community Center. USDA has approved \$3,000,000 for the construction of the community center.

DISCUSSION:

The City of Woodlake released a RFQ to find a firm that could provide architectural services for the design of the Woodlake Community Center. City staff conducted eight interviews to determine which firm would be the most qualified to provide these services.

Based on the interviews, it was determined that The Taylor Group Architects was the most qualified consultant for the project. If the City cannot come to an agreement on cost or services with The Taylor Group Architects, staff will enter negotiations with the next qualified bidder.

RECOMMENDATIONS:

Staff recommends that Council authorize staff to enter into contract negotiations with the Taylor Group Architects to provide Architectural Services for the Woodlake Community Center.

FISCAL IMPACT:

The Community Center Project will be funded via a USDA loan that will be repaid by the City. Architectural services will be paid through the City's General Fund.

ATTACHMENTS:

1. Resolution: Award the Water Meter Installation Project to the Lowest Responsible Bidder Brough Construction
2. Attachment 1: Request for Obligation



April 21, 2016

MR RAMON LARA
CITY ADMINISTRATOR
CITY OF WOODLAKE
350 N VALENCIA
WOODLAKE CA 93286

Dear Mr. Lara:

We are pleased to provide you with a copy of Form RD 1940-1, "Request for Obligation of Funds." This form indicates a Rural Development Loan in the amount of \$3,000,000 2016 Community Center Project. You are required to comply with the Letter of Conditions dated March 30, 2016 and any amendments thereafter. All of the requested material should be submitted to the USDA Rural Development at the address below.

Please feel free to contact me at (559) 734-8732, ext. 103, if you have any questions regarding this matter.

Sincerely,

LISA M. BUTLER
Community Programs Specialist

cc: Anita Lopez, CF Director USDA Rural Development, Davis, CA

Rural Development • Visalia Office
3530 W. Orchard Ct. • Visalia, CA 93277
Voice (559) 734-8732 • Fax (559) 732-3481
TDD: 530.792.5848

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