

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

OTHERS: Lara, Waters, Marquez, Zacarias and City Attorney Diaz

ABSENT: Ray

FLAG SALUTE

PUBLIC COMMENT – None

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

A. Action: Approval of Minutes of the regular meeting held on May 11, 2015

B. Action: Approval of Warrants

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

Chief Marquez introduced the new contract Police Officer who will be joining his department. Alan Lara was sworn in by City Clerk Zacarias. Mayor Mendoza welcomed Mr. Lara and stated to always be safe.

V. ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Approval of the City of Woodlake's Fiscal Year 2014/2015 Budget Amendment No. 3
City Administrator Lara reported the following: For Fiscal Year 2014/2015 Property Tax, Sales and Use Tax, Business Licenses and Building Permits all exceeded project revenue estimates. The increases can be attributed to revenues generated by the addition of downtown businesses, Family Dollar, Dollar General and new fees schedule for business licenses and building fees. Some of the highlights for the year were the addition of three new murals, downtown improvements, park improvements, beginning construction of the round-a-bout project and updates to the City's communication and fiscal systems. Overall, all City funds will finish with a positive fund balance except the Airport Fund. Councilmember Ortiz asked how long it would take for the airport fund to be in the positive. City Administrator Lara stated about 5-6 years. Mayor Mendoza stated 68% of the City's expenditures are spent on the Police Department and he is happy to see we have a great staff.

ON A MOTION BY MARTINEZ, SECOND BY G. GONZALEZ JR. IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE 2014/2015 BUDGET AMENDMENT NO. 3. APPROVED UNANIMOUSLY.

B. Action: Adoption of Resolution: Adoption of a 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
City Administrator Lara reported the following: 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 has begun the preliminary steps to drilling two new City wells and looking at options to make their current wells more efficient. The City has also implemented its Stage 4 water regulations and has made major cuts in the use of water at City facilities. Staff recommends that the City Council adopt the proclamation. 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. The City must begin to prepare for the future. City Attorney Diaz stated other cities have already done this.

**ON A MOTION BY ORTIZ, SECOND BY G. GONZALEZ JR
IT WAS VOTED TO ADOPT THE RESOLUTION AND
ADOPT THE PROCLAMATION. APPROVED
UNANIMOUSLY.**

- C. Action: Adoption of Resolution: Approval of Exemption for the City of Woodlake Water Well Projects

City Administrator Lara reported the following: 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. City Engineer, Quad Knopf, has been tasked with performing the necessary requirements for the development and implementation of two new City wells. After review of the project it has been determined by Quad Knopf and City staff that the project qualifies for a Categorical Exemption under the California Environmental Quality Act (CEQA). The specific exemption language can be found in CEQA Guideline (Section 21080(b) (4); 15269(b) (c)). Councilmember Martinez asked if the City will be installing two new wells. City Administrator Lara stated the City will install one new and rehab another.

**ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS
VOTED TO ADOPT THE RESOLUTION AND APPROVE THE
EXEMPTION FOR THE WATER WELL PROJECTS. APPROVED
UNANIMOUSLY.**

- D. Action: Adoption of Resolution: Approval of Exemption for the City of Woodlake Plaza Project

City Administrator Lara stated the same exemption is asked for the Plaza Project.

**ON A MOTION BY G. GONZALEZ JR., SECOND BY ORTIZ IT
WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE
THE EXEMPTION FOR THE WOODLAKE PLAZA PROJECT.
APPROVED UNANIMOUSLY.**

- E. Information: Water Updates

City employee Waters presented information regarding water updates. – see attached power point

City Attorney Diaz stated the City can be its own Groundwater Sustainability Agency (GSA). City Administrator Lara stated Visalia and Tulare have already created a GSA and we may join theirs. Mayor Mendoza stated the County of Tulare has received services from Sacramento but no one really knows the rules. He stated when we create the GSA, we must learn how to sustain it or the State will take over. Jeff Johnson, 33650 Road 320, Woodlake stated he has great concerns regarding the water situation and no one believes the drought is ending. We need to be proactive and have a plan in place and we cannot count on the County for assistance. He asked if when the City gets ready to create the GSA, will it be open to the public and will residents be able to comment. Mayor Mendoza stated yes.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Employee Waters – reported he attended the Council of Cities meeting and the topic was water issues and some cities are worse than others. Councilmember Martinez stated he attended the meeting with City employee Waters and stated the Governor had asked how could the State entice people to conserve water and one solution was perhaps to offer tax breaks to those who conserved water.

City Administrator Lara – reported the roundabout project has started and city staff will work out any issues as we go along. The project is estimated to last from 6 to 8 months. Rite Aid should be ready to start next week. Staff conducted interview this week for a Maintenance Worker or Water/Waste Water Treatment Operator to start July 1, 2015.

Chief Marquez – reported it was a pleasant Holiday weekend. There were 2 DUI arrests. Councilmember Martinez stated he noticed there were a lot of Tulare County Sheriff's in town. Chief Marquez stated they were assisting with the DUI saturation and also probation checks. Councilmember Martinez stated the community sometimes gets wrong information from Facebook so he wanted to remind everyone, if and when you have questions, please come to the Council meetings to get the accurate information.

B. Information: Items from Councilmembers

Councilmember G. Gonzalez Jr. – reported our Student Representative, Quinn Keller would not be in attendance tonight due to her going to Scholarship Night. He will be working with Councilmember Ortiz to interview the next Student Representative. Any Councilmember, who would like to help with this process, please let him know. City Administrator Lara reported Ms. Keller received a scholarship in the amount of \$1000 from City of Woodlake/Quad Knopf. Chief Marquez stated she also received a scholarship from the Woodlake Lions.

Mayor Mendoza – reported he attended the Council of Cities meeting with Councilmember Martinez and City Employee Waters and another topic which was discussed was impact fees. Impact fees benefit the city because they help pay for additional projects. He also had lunch with a couple of seniors from High School who are leaders in their class. He asked them what has been their opinion of the last couple of years. He received positive comments and they stated they have learned a lot from leaders in the community. Mayor Mendoza stated he is happy to see the many opportunities now available to our youth. There are various sports available to all ages throughout the year which has not always been available. He also had lunch with Deputy Franks and Lt. Gary Hunt. Deputy Franks had assisted a lady walking along the road with her kids. He stopped and gave her a ride into town and purchased food and supplies for her family. Deputy Franks gained much publicity for his kind act, but stated he only

did what was right. Mayor Mendoza thanked staff for the new rock trail at Miller Brown Park, it looks very nice and staff did a great job. He stated he noticed kids playing with the rocks and parents need to take responsibility for their kids and teach them to respect city property.

MEETNG ADJOURNED 7:27 PM

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

A. **PERSONNEL** (Government Code § 54957 (b)). It is the intention of this governing body to meet in closed-session to:

- Consider the discipline, dismissal or release of a public employee.
- Hear complaints or charges against a public employee.
- Consider public employee appointment/employment for the position of:

Consider public employee performance evaluation for the position of:
__City
Administrator _____

B. **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 addresses the parcel number or other unique reference): _179 N.

Magnolia _____

Our Negotiator: _City

Administrator _____

Parties with whom negotiating:

Instructions to negotiator concerning: Price Terms of payment.

C. **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__.

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

MEETING MOVED TO CLOSED SESSION AT 7:30 PM

MEETING RECONVENED AT 8:00 PM

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

VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, June 8, 2015 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

Chuck Ray - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

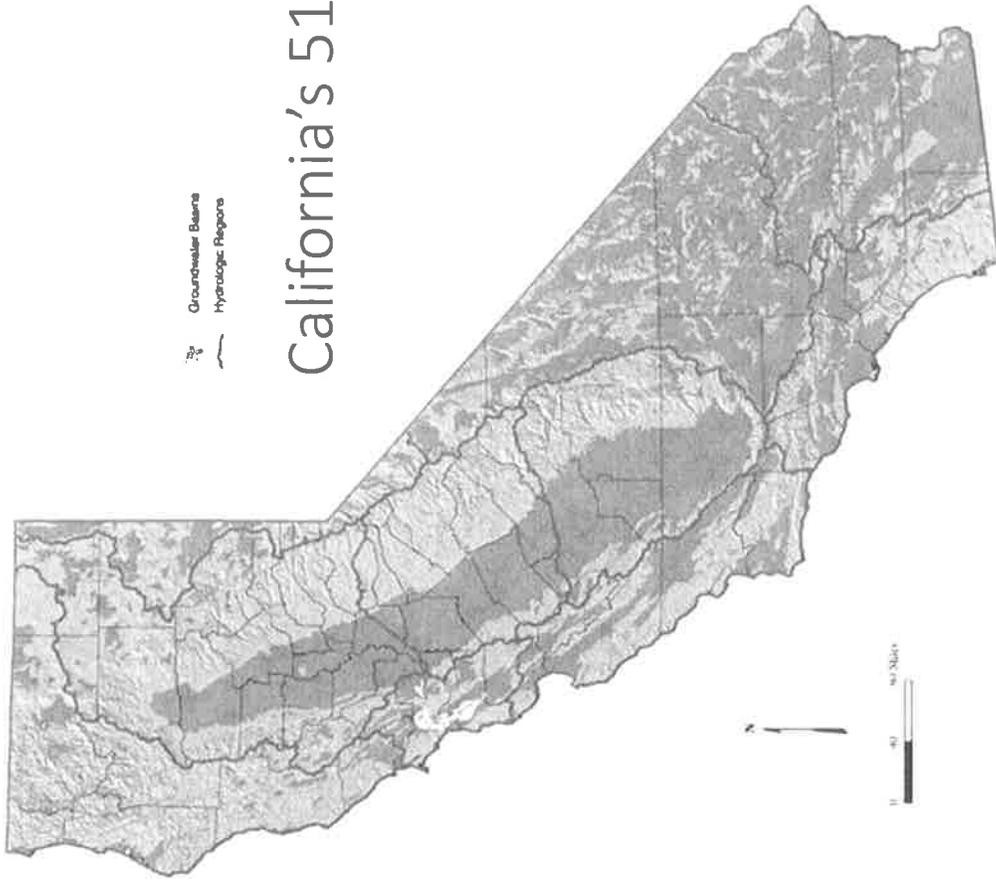
Meeting adjourned at 8:04 p.m.

Submitted by,

Irene Zacarias

City Clerk

UNDERSTANDING THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT OF 2014



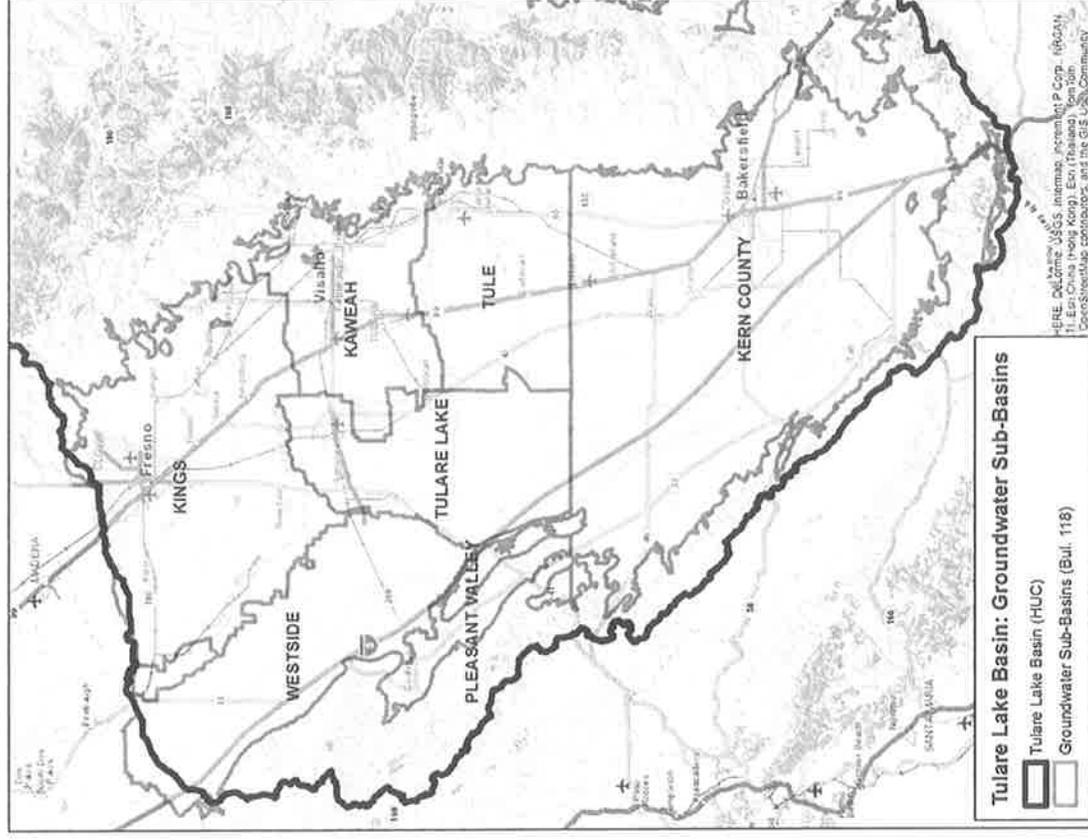
California's 515 groundwater basins

Figure 20 Groundwater basins and subbasins

Tulare Lake sub-basins

Tulare Lake sub-basins

- Kings
- Kaweah
- Tule
- Kern
- Tulare Lake
- Pleasant Valley
- Westside



What is SGMA (Sustainable Groundwater Management Act)?

- Context
 - Declining groundwater levels
 - Over pumping of groundwater, or overdraft
 - Impacts to surface water
 - Drought
- Objective
 - Ensure the long-term reliability of our groundwater resources and connected surface water resources by requiring “sustainable” management

SGMA Objectives: Sustainable Groundwater Management

- (1) Chronic lowering of groundwater levels;
- (2) Reduction of groundwater storage;
- (3) Seawater intrusion;
- (4) Degraded water quality, including the migration of contaminant plumes that impair water supplies;
- (5) Land subsidence that interferes with surface land uses;
- (6) Depletions of interconnected surface water.

How will sustainable groundwater management be implemented?

- 3 steps for implementation:
 - Form Groundwater Sustainability Agencies (GSAs)
 - Develop Groundwater Sustainability Plans (GSPs)
 - Implement GSPs to achieve sustainability
- Preference for Local Control

Key dates

- 1) GSAs must be formed by 2017
- 2) GSPs must be written by 2020
- 3) Sustainability reached by 2040

What is a GSA?

- A single public agency or multiple agencies that chooses to assume groundwater management responsibilities for all or part of a sub-basin.

GSA powers and responsibilities

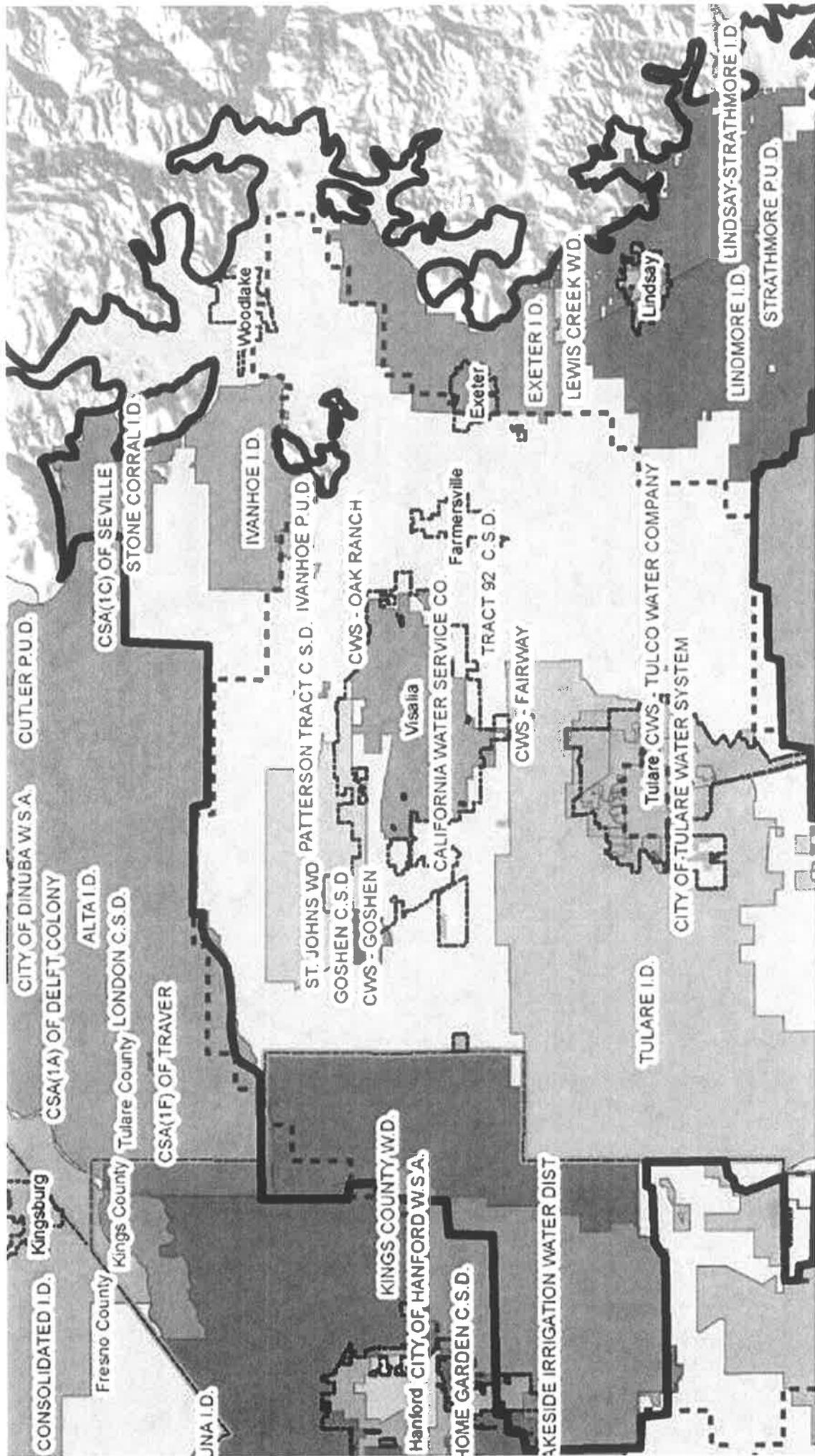
- Determine what level of use is sustainable for the sub-basin long term
- Regulate groundwater use to comply with the established limits
- Regulate, limit or suspend groundwater use and new well permitting
- Undertake enforcement actions to ensure compliance
- Impose fees and assessments on groundwater extraction

Who is responsible for organizing GSAs?

- Local public agencies with water management authority
 - Water Districts
 - Water Conservation Districts
 - Irrigation Districts
 - Cities
 - Counties
 - Public Utilities Districts
 - Community Services Districts
 - (PUC regulated water provider)

Next Steps

- In the near future the City of Woodlake will become part of a GSA



City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : June 8, 2015

PAYROLL

5/29/2015 \$64,353.31

Gross Payroll	\$64,353.31
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DISBURSMENTS / WARRANTS

6/4/2015 \$133,084.50

Total Disbursements	\$133,084.50
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WIRES

PAYROLL TAX WIRE	CITY	\$	7,560.88
	FIRE	\$	1,342.50

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

Total Wire Amount Sent Out	\$	8,903.38
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Amount to be Approved	\$	206,341.19
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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 8th day of June 2015.
 by the following vote:**

Ayes:
Noes:
Absent:
Abstain:

 Mayor, Rudy Mendoza

 City Clerk, Irene Zacarias

PERIOD 3 DATING 5/10/2015- 5/23/2015 CHECK DATE 5/29/2015
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
20870	3,321.12	208	1 STUB ONLY
20871	1,797.31	210	1 STUB ONLY
20872	1,256.07	206	1 STUB ONLY
20873	1,959.45	212	1 STUB ONLY
20874	2,279.28	207	1 STUB ONLY
20875	1,443.08	173	1 STUB ONLY
20876	2,473.42	511	1 STUB ONLY
20877	1,252.06	556	1 STUB ONLY
20878	145.47	535	1 STUB ONLY
20879	2,120.17	528	1 STUB ONLY
20880	1,751.50	539	1 STUB ONLY
20881	2,476.47	549	1 STUB ONLY
20882	1,682.04	554	1 STUB ONLY
20883	1,986.96	522	1 STUB ONLY
20884	1,397.68	552	1 STUB ONLY
20885	951.52	555	1 STUB ONLY
20886	1,329.59	553	1 STUB ONLY
20887	1,102.90	551	1 STUB ONLY
20888	1,677.17	107	1 STUB ONLY
20889	659.64	213	1 STUB ONLY
20890	1,717.52	134	1 STUB ONLY
20891	1,176.73	205	1 STUB ONLY
20892	1,159.98	187	1 STUB ONLY
20893	1,314.05	159	1 STUB ONLY
20894	1,973.59	209	1 STUB ONLY
20895	1,775.61	211	1 STUB ONLY
20896	16,151.37	199	1 STUB ONLY
20897	1,877.32	188	1 STUB ONLY
20898	1,526.39	4018	1 STUB ONLY
20899	1,549.02	4022	1 STUB ONLY
20900	882.30	4035	1 STUB ONLY
20901	186.53	4031	1 STUB ONLY

PERIOD 3 DATING 5/10/2015- 5/23/2015 CHECK DATE 5/29/2015

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

64,353.31	*DIRECT DEPOSIT STUBS	32
0.00	*VENDOR DIR DEP STUBS	0

64,353.31	**TOTAL NON-NEGOTIABLE CHECKS	32
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NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
64,353.31	*DIRECT DEPOSIT STUBS	32
0.00	*VENDOR DIR DEP STUBS	0

64,353.31	***TOTAL NEGOTIABLE & NON-NEGOT	32
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0.00	*OTHER CHECKS	0
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64,353.31	***TOTAL NEG, NON-NEG, OTHER CHECKS	
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	TOTAL SEQ 1 FEMALES	5
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PAY INFORMATION

GROSS PAY

FEATURE DISTRIBUTION

05/10/15 TO 05/23/15 - PAY DAY 05/29/15

RUN- 6/01/2015 14:04:49 PAGE 1
 PR4B0R-V13.04 ACS Paymate

EMP #	GROSS PAYROLL	CUR AMT	CUR HRS
511	3,170.31	80.00	80.00
213	792.00	66.00	66.00
556	1,675.00	82.50	82.50
199	19,733.74	600.09	600.09
535	157.52	8.00	8.00
528	2,589.23	80.00	80.00
159	1,475.86	80.50	80.50
539	2,465.54	80.00	80.00
188	2,437.54	86.00	86.00
209	2,278.16	80.00	80.00
208	4,415.08	80.00	80.00
173	1,626.92	80.00	80.00
549	3,628.77	80.00	80.00
554	2,077.34	97.00	97.00
522	2,170.35	83.00	83.00
210	2,471.08	80.00	80.00
211	2,065.27	80.00	80.00
206	1,402.62	80.00	80.00
4018	1,916.83	80.00	80.00
205	1,466.14	83.50	83.50
4022	1,801.12	144.00	144.00
552	1,811.51	88.00	88.00
555	1,208.31	80.00	80.00
134	2,407.73	93.50	93.50
4035	1,512.29	144.00	144.00
4031	1,216.00	24.00	24.00
553	1,811.51	88.00	88.00
107	2,107.41	81.00	81.00
212	2,471.09	80.00	80.00
187	1,390.94	80.50	80.50
207	2,630.77	80.00	80.00
551	1,929.66	92.00	92.00
	81,384.64	3,141.59	3,141.59
	81,384.64	3,141.59	3,141.59

PAGE TOTALS *** 32 EMPLOYEES

FEATURE TOTALS * 32 EMPLOYEES

PAY INFORMATION

O/T T-1/2 03

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

05/10/15 TO 05/23/15 - PAY DAY 05/29/15

RUN- 6/01/2015 14:04:32 PAGE 1
 * PR4B0R-V13.04 ACS Paymate

OVERTIME REPORT

EMP #	CUR AMT	CUR HRS
556	75.00	2.50
159	13.71	0.50
188	216.16	6.00
554	502.11	17.00
522	115.58	3.00
205	90.29	3.50
552	236.28	8.00
134	486.35	13.50
553	236.28	8.00
107	36.03	1.00
551	354.43	12.00
11 EMPLOYEES	2,362.22	75.00
11 EMPLOYEES	2,362.22	75.00

PAGE TOTALS ***

FEATURE TOTALS *

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ABH FOX SOLUTIONS SYMANTEC PRICTN 5/15 REPLACE HD 05/2015 SERVICES PD 5/2015	496.80 80.00 260.00 836.80	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN CONTRACTURAL SERVICES *VENDOR TOTAL	001.0410.060.029 001.0410.060.029 001.0411.060.028	4223 4235 4244			233 00086 233 00033 233 00001
AT & T MOBILITY FD CELL PHONES 5/15	205.78	TELEPHONE	004.0414.060.020				233 00039
AT&T FD STATION PHONE 5/15 OFFICE PHONES 05/15 PD PHONES 05/15 SHOP PHONES 05/15 WIR DEPT PHONES 05/15 SEWER DEPT PHONES 5/15 AIPORT ATM LINE 5/15	40.39 140.12 115.81 68.89 15.18 15.50 15.18 411.07	TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE UTILITIES *VENDOR TOTAL	004.0414.060.020 001.0410.060.020 001.0411.060.020 001.0418.060.020 063.0463.060.020 062.0462.060.020 041.0441.060.021				233 00038 233 00044 233 00045 233 00046 233 00047 233 00048 233 00049
AT&T (INTERNET) FD STATION INTRNT 05/15 COW INTERNET 05/15 SHOP INTERNET 05/15	67.93 82.70 69.33 219.96	TELEPHONE TELEPHONE TELEPHONE *VENDOR TOTAL	004.0414.060.020 001.0410.060.020 001.0418.060.020				233 00037 233 00073 233 00143
B. S. & E. CO. INC. SUPPLIES 05/15 SUPPLIES 05/15	454.46 496.13 950.59	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	001.0422.060.029 001.0422.060.029				233 00055 233 00084
BANK OF AMERICA TRAINING 05/2015 TRAINING 05/2015 HH FIRE STATION 05/15 STATION MAINT. 05/15 HH FIRE STATION 05/15 HH FIRE STATION HH FIRE STN 05/15	20.08 14.40 25.75 178.60 11.02 15.52 25.91 291.28	TRAINING EXPENSE POSTAGE HOUSEHOLD FIRE STATION FIRE STATION MAINTENANC HOUSEHOLD FIRE STATION HOUSEHOLD FIRE STATION HOUSEHOLD FIRE STATION *VENDOR TOTAL	004.0414.060.037 004.0414.060.022 004.0414.060.016 004.0414.060.034 004.0414.060.016 004.0414.060.016 004.0414.060.016 *VENDOR TOTAL				233 00004 233 00005 233 00006 233 00007 233 00008 233 00009 233 00010
BERNARD PROFESSIONAL T.S CASE #14-1230 05/2015	75.00	CONTRACTURAL SERVICES	001.0411.060.028	14-1230			233 00053
BILL WALL'S DIRECT APPRO SERVICE 05/2015	55.00	CONTRACTURAL SERVICES	001.0411.060.028	15044			233 00013
BSK ASSOCIATES WEEKLY EFFLUENT 05/15 KELLER WEGLEY QTR 5/15	185.00 71.00	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN	062.0462.060.029 063.0463.060.029	A510102 A510324			233 00052 233 00054

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DISPENSING TECHNOLOGY CO WKLY RNTL MAGMA 05/15 WKLY RNTL MAGMA 5/15	1,139.40 1,148.58 2,287.98	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	001.0422.060.029 001.0422.060.029		8534 8554		233 00078 233 00077
FARLEY LAW FIRM GENERAL SERV. 05/15 GENERAL SERV. 05/15 AYALA CASE 05/15 PERSONNEL ISSUES 05/15 THOMAS SEARCH 05/15	2,809.00 3,927.00 51.00 119.00 759.50 7,665.50	LEGAL SERVICES - RETAINE LEGAL SERVICES - RETAINE LEGAL SERVICES - RETAINE LEGAL SERVICES - RETAINE LEGAL SERVICES - RETAINE *VENDOR TOTAL	001.0410.060.025 063.0463.060.025 001.0411.060.025 001.0411.060.025 001.0411.060.025 *VENDOR TOTAL				233 00025 233 00026 233 00027 233 00028 233 00029
FOOTHILLS SUN-GAZETTE/TH WDLK RODEO PG 05/15 PUBLIC NOTICE 05/15	260.19 33.40 293.59	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	001.0401.060.029 001.0402.060.029		42892 42982		233 00104 233 00105
GALLI/TAMARA SPRINKLER REPAIR 05/15	105.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029				233 00090
GAS COMPANY/THE COW BLDG 05/15 CITY YARD 05/15 VINTR/FIRE BLDNG 05/15	33.46 18.51 41.21 93.18	UTILITIES UTILITIES UTILITIES *VENDOR TOTAL	001.0410.060.021 001.0418.060.021 004.0414.060.021				233 00018 233 00019 233 00036
GIANT AUTO GROUP SUPPLIES 05/2015 S MOUNT 05/15	300.19 106.85 407.04	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	001.0411.060.029 001.0411.060.029		488606 488684		233 00042 233 00043
GOODYEAR COMMERCIAL TIRE TIRES PD INVNTRY 5/15	3,762.75	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				233 00062
HAMNER JEWELL ASSOCIATES PLAZA PROJECT 05/2015 VINCA BLVD RNDABT 05/15	2,309.90 536.25 2,846.15	CONTRACTURAL SERVICES CONTRACTURAL SERVICES *VENDOR TOTAL	020.0590.739.028 020.0590.731.028		7440 7441		233 00002 233 00003
HD SUPPLY WATERWORKS BOTANICAL GARDEN 5/15 BOTANICAL GRDN 05/15	4,075.22 234.09 4,309.31	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	063.0463.060.029 063.0463.060.029		D935249 D985509		233 00080 233 00081
HWY 65 DIESEL REPAIR CMPLT SERV. SCRPR 05/15 CMPLT SERV SCRPR 05/15 CMPLT SERV BCKHOE 05/15 CMPLT SERV BCKHOE 5/15	314.14 314.14 292.03 292.03 1,212.34	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	063.0463.060.029 062.0462.060.029 063.0463.060.029 062.0462.060.029 *VENDOR TOTAL		007601 007601 007602 007602		233 00092 233 00093 233 00094 233 00095

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JACKSON MOBILE GLASS SERVICES 05/2015	636.00	VEHICLE MAINTENANCE/OPER	001.0411.060.032		458826		233 00087
JORGENSEN & CO. ANNUAL SERVCE 05/15	169.20	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		5518440		233 00082
LAWRENCE TRACTOR COMPANY STREET SWEEPER 05/15	227.11	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		108710		233 00066
LEO'S NURSERY SUPPLIES 05/2015	486.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		15027		233 00057
MERLE STONE CHEVROLET SERVICES 05/15	70.95	VEHICLE MAINTENANCE/OPER	001.0411.060.032		52242		233 00091
QUAD - KNOFF WDLK RNDABT 05/15	2,577.57	CONTRACTURAL SERVICES	020.0590.731.028		80099		233 00064
2 NEW WELLS 05/15	571.41	CONTRACTURAL SERVICES	063.0463.060.028		80456		233 00058
SLF HLP PLN CHECK 5/15	280.80	CONTRACTURAL SERVICES	001.0416.060.028		80457		233 00059
CSTLE ROCK IMPROV 5/15	2,538.54	CONTRACTURAL SERVICES	020.0590.738.028		80458		233 00145
STE PLN REV BIONDI 5/15	176.40	CONTRACTURAL SERVICES	001.0416.060.028		80459		233 00060
STE PLN RITE AID 05/15	806.94	CONTRACTURAL SERVICES	001.0416.060.028		80460		233 00061
DWNTWN PH. 4 05/15	438.75	CONTRACTURAL SERVICES	020.0590.736.028		80461		233 00051
S. VAL PROJECT 05/15	19,287.12	CONTRACTURAL SERVICES	023.0590.734.028		80462		233 00146
WDLK RNDABOUT 05/15	7,293.91	CONTRACTURAL SERVICES	020.0590.731.028		80463		233 00030
DWNTWN PH.1 05/15	645.12	CONTRACTURAL SERVICES	020.0590.732.028		80464		233 00148
	34,616.56	*VENDOR TOTAL					
SAFETY KLEEN CORP. SERVICES 05/15	359.48	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		66840911		233 00050
SELF HELP ENTERPRISES IN NTCE OF DEFAULT 05/15	300.00	CONTRACTURAL SERVICES	001.0402.060.028				233 00068
PREP CITY CDBG GRNT 5/15	1,500.00	CONTRACTURAL SERVICES	001.0402.060.028				233 00069
GENERAL ADMIN 05/15	2,038.00	HOUSING REHABILITATION	026.0480.081.081		APR15 009		233 00070
	3,838.00	*VENDOR TOTAL					
SHRED-IT FRESNO ON SITE SHRED 05/15	78.41	SPECIAL DEPARTMENT EXPEN	001.0403.060.029		9405897863		233 00072
SOUTHERN CALIF EDISON CO WWTP 05/2015	85.24	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				233 00011
VLNTEER BLDNG 05/2015	43.43	UTILITIES	004.0414.060.021				233 00035
	128.67	*VENDOR TOTAL					
SPECIAL DISTRICT BMA WORKERS COMP 05/15	5,483.73	WORKER'S COMPENSATION IN	004.0414.050.007		51131		233 00040
ST JOHNS RIVER MUTUAL ASSESSMENT NO 677 06/15	330.00	UTILITIES	001.0421.060.021		73		233 00147

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VOYAGER FLEET SYSTEMS IN FD FUEL 05/15	1,101.57 16,777.89	VEHICLE GASOLINE *VENDOR TOTAL	004.0414.060.035		APRIL/MAY		238 00006
WILLITTS EQUIPMENT CO., 480 V 05/2015	110.32	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		5497		233 00144
WOODLAKE AUTO PARTS WASHER/PULLER 05/15	169.50	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		608534		233 00098
BATTERY/DEP 05/2015	40.36	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		608881		233 00096
CONNECTOR 05/15	31.94	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		609082		233 00097
SUPPLIES 05/15	427.29	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		609233		233 00102
OIL FILTERS/OIL 05/15	56.45	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		609497		233 00103
001.0422.060.029	37.23	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		609546		233 00099
CABLE TIE 05/15	10.11	OFFICE SUPPLIES	001.0411.060.023		609693		233 00100
SEALER 05/15	8.39	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		609820		233 00101
	781.27	*VENDOR TOTAL					
WOODLAKE FIRE DIST VOLUN EXTRA HELP 05/15	410.00	SALARIES, EXTRA HELP	004.0414.050.002				233 00041
WOODLAKE GROWERS SUPPLY HALOGEN LIGHTS 05/15	48.28	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215407		233 00140
KEY 05/2015	2.69	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215557		233 00139
CLAMPS/SUPPLIES 5/15	36.63	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215620		233 00141
SAND PAPER/HOOKS 05/15	50.65	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		215621		233 00138
DOG FOOD 05/2015	28.62	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		215673		233 00142
KEYS 05/2015	18.04	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215704		233 00137
SUPPLIES 05/2015	3.33	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215904		233 00136
SUPPLIES 05/15	3.65	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215907		233 00135
EXTENSION UNIT 05/2015	13.60	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		215945		233 00134
TOILET SEAT 05/15	16.08	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		215961		233 00133
CAP 05/2015	4.74	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		216167		233 00132
	226.31	*VENDOR TOTAL					
WOODLAKE HARDWARE CO SUPPLIES 05/15	53.33	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		237016		233 00110
TOILET GASKETS/BITS 5/15	5.16	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		237020		233 00112
TOILET SEAT 05/15	20.51	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		237038		233 00126
MASKING TAPE 05/15	10.26	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		237044		233 00125
KEY 05/2015	2.15	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		237083		233 00106
SUPPLIES 05/2015	3.33	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		237093		233 00111
SPRAY PAINT/BROOMS 5/15	29.12	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		237131		233 00108
SUPPLIES 05/15	25.42	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		237133		233 00109
TAPE 05/15	5.39	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		237139		233 00115
SPRAY PAINT 05/15	4.31	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		237140		233 00116
KEYS 05/15	4.30	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		237164		233 00114
BOTANICAL GARDEN 05/15	18.99	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		237185		233 00131
SUPPLIES 05/2015	6.53	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		237297		233 00118

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
WOODLAKE HARDWARE CO								
SUPPLIES 05/15	25.87	SPECIAL DEPARTMENT	063.0463.060.029		237369			233 00122
KEY 05/2015	5.92	SPECIAL DEPARTMENT	001.0411.060.029		237389			233 00127
FOAM ROLLER/REFILL 5/15	11.32	SPECIAL DEPARTMENT	001.0422.060.029		238500			233 00107
BOARD 05/15	5.44	SPECIAL DEPARTMENT	001.0421.060.029		238607			233 00120
SUPPLIES 05/15	21.09	SPECIAL DEPARTMENT	062.0462.060.029		238609			233 00119
SUPPLIES 05/15	29.68	SPECIAL DEPARTMENT	001.0421.060.029		238620			233 00123
ACETONE 05/15	41.02	SPECIAL DEPARTMENT	063.0463.060.029		238623			233 00124
KEY 05/15	2.69	SPECIAL DEPARTMENT	001.0411.060.029		238702			233 00128
SUPPLIES 05/2015	21.75	SPECIAL DEPARTMENT	001.0421.060.029		238802			233 00130
SUPPLIES 05/15	41.01	SPECIAL DEPARTMENT	001.0421.060.029		238961			233 00121
SUPPLIES 05/15	7.43	SPECIAL DEPARTMENT	062.0462.060.029		239573			233 00129
SUPPLIES 05/15	3.45	SPECIAL DEPARTMENT	062.0462.060.029		239976			233 00113
DIAL GOLD 05/15	5.16	SPECIAL DEPARTMENT	062.0462.060.029		239997			233 00117
	410.63	*VENDOR TOTAL						
WOODLAKE LIONS CLUB								
SNL LIONS CLUB 05/15	650.00	CONTRACTURAL SERVICES	001.0403.060.028		5721			233 00071

VENDOR NAME
DESCRIPTION

AMOUNT ACCOUNT NAME FUND & ACCOUNT

CLAIM INVOICE PO# F/P ID LINE

129,881.09

REPORT TOTALS:

RECORDS PRINTED - 000184

Schedule of Bills

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

DATE APPROVED BY
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BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001244	VOYAGER FLEET SYSTEMS IN	60126	05/26/15	16,777.89
001418	SWRCB	60127	05/27/15	745.00
000494	STATE OF CA-EDD	60128	05/29/15	3,456.28
000799	STATE OF CALIFORNIA	60129	05/29/15	105.21
000593	ABH FOX SOLUTIONS	60130	06/05/15	836.80
001114	AI & T MOBILITY	60131	06/05/15	205.78
001212	AT&T	60132	06/05/15	411.07
001310	AT&T (INTERNET)	60133	06/05/15	219.96
000364	B.S. & E CO INC.	60134	06/05/15	950.59
000334	BANK OF AMERICA	60135	06/05/15	291.28
001296	BERNARD PROFESSIONAL T.S	60136	06/05/15	75.00
001315	BILL WALL'S DIRECT APPRO	60137	06/05/15	55.00
000351	BKK ASSOCIATES	60138	06/05/15	497.00
001420	BSN SPORTS	60139	06/05/15	1,761.94
000779	C.A. REDING CO., INC.	60140	06/05/15	239.81
001350	CALIFORNIA CHOICE	60141	06/05/15	21,707.57
000112	CALIFORNIA POLICE CHIEFS	60142	06/05/15	315.00
000505	CARROI-TOP INDUSTRIES IN	60143	06/05/15	69.56
000540	CHERNEY, PH.E./GREGORY N	60144	06/05/15	355.00
001124	COLLINS & SCHOETTLER	60145	06/05/15	3,131.25
001421	D & D SERVICES	60146	06/05/15	275.00
001088	DISPENSING TECHNOLOGY CO	60147	06/05/15	2,287.98
001360	FARLEY LAW FIRM	60148	06/05/15	7,665.50
000898	FOOTHILLS SUN-GAZETTE/TH	60149	06/05/15	293.59
50106	GALLI/TAMARA	60150	06/05/15	105.00
000025	GAS COMPANY/THE	60151	06/05/15	93.18
000252	GIANT AUTO GROUP	60152	06/05/15	407.04
000253	GOODYEAR COMMERCIAL TIRE	60153	06/05/15	3,762.75
001339	HAMNER JEWELL ASSOCIATES	60154	06/05/15	2,846.15
001371	HD SUPPY WATERWORKS	60155	06/05/15	4,309.31
001422	HWY 65 DIESEL REPAIR	60156	06/05/15	1,212.34
001419	JACKSON MOBILE GLASS	60157	06/05/15	636.00
000076	JORGENSEN & CO.	60158	06/05/15	169.20
001382	LAWRENCE TRACTOR COMPANY	60159	06/05/15	227.11
001223	LEO'S NURSERY	60160	06/05/15	486.00
001334	MERLE STONE CHEVROLET	60161	06/05/15	70.95
000022	OUAD - KNOFF	60162	06/05/15	34,616.56
000116	SAFETY KLEEN CORP.	60163	06/05/15	3,359.48
000023	SELF HELP ENTERPRISES IN	60164	06/05/15	3,838.00
000949	SHRED-IT FRESNO	60165	06/05/15	78.41
000024	SOUTHERN CALIF EDISON CO	60166	06/05/15	128.67
001224	SPECIAL DISTRICT RMA	60167	06/05/15	5,483.73
.40718	ST JOHNS RIVER MUTUAL	60168	06/05/15	330.00
001145	STANTEC CONSULTING SERVI	60169	06/05/15	3,570.75
000560	STUART'S JOHANSON & THOM	60170	06/05/15	83.83
001015	TRUCK PARTS AND SERVICE	60171	06/05/15	85.51
001210	US BANK	60172	06/05/15	186.85
000832	VERIZON WIRELESS	60173	06/05/15	741.79

ACS FINANCIAL SYSTEM
06/04/2015 15:

Check Register

GL540R-V07.27 PAGE 2
CITY OF WOODLAKE

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001193	VISALIA TIRE AND WHEEL	60174	06/05/15	734.89
000897	WILLIAMS EQUIPMENT CO.,	60175	06/05/15	110.32
000863	WOODLAKE AUTO PARTS	60176	06/05/15	781.27
000250	WOODLAKE FIRE DIST VOLUN	60177	06/05/15	410.00
000027	WOODLAKE GROWERS SUPPLY	60178	06/05/15	226.31
000028	WOODLAKE HARDWARE CO	60179	06/05/15	410.63
000429	WOODLAKE LIONS CLUB	60180	06/05/15	650.00
BANK OF VISALIA				
				129,881.09

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001234	US SCRIPT	13502	04/27/15	10.50
000769	LIRA/RACHEL	13511	05/11/15	462.04
001285	VISALIA FAMILY PRACTICE	13512	05/11/15	44.12
001242	KAWEAH DELTA MEDICAL CEN	13513	05/11/15	457.80
000534	PEREZ/ANTHONY	13514	05/11/15	59.40
001264	FAMILY HEALTH CARE NETWO	13515	05/11/15	5.63
001242	KAWEAH DELTA MEDICAL CEN	13516	05/18/15	79.62
001293	SEQUOIA FOOT CARE GROUP	13517	05/18/15	92.38
001052	GUY/JAMES	13518	05/18/15	79.20
001266	MINERAL KING RADIOLOGIC	13519	05/18/15	310.41
001052	GUY/JAMES	13520	05/18/15	79.20
001262	DANIEL KAWATO DC	13521	05/18/15	28.42
001260	VISALIA OB GYN MEDICAL A	13522	05/26/15	101.68
001303	GONZALES/LYNN W.	13523	05/26/15	66.60
001317	DEGC ENTERPRISES	13524	05/26/15	132.19
000925	MENDEZ/JESUS	13525	05/26/15	594.00
000925	MENDEZ/JESUS	13526	05/26/15	419.50
001242	KAWEAH DELTA MEDICAL CEN	13527	05/26/15	64.15
001052	GUY/JAMES	13528	05/26/15	79.20
001346	OWEN/DOUGLAS	13529	05/26/15	37.37

BANK OF VISALIA 3,203.41 ***

ACS FINANCIAL SYSTEM
06/04/2015 15:

BANK VENDOR

REPORT TOTALS:

Check Register GL540R-V07.27 CITY OF WOODLAKE
PAGE 2

CHECK# DATE AMOUNT

3,203.41

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
DANIEL KAWATO DC CHIROPRACTIC SERV. 05/15	28.42	HEALTH INSURANCE	001.0411.050.008			239 00018
DEGC ENTERPRISES SUPPLIES 05/2015	132.19	HEALTH INSURANCE	001.0411.050.008			239 00008
FAMILY HEALTH CARE NETWO LAB/DIAGNOSTICS 05/15	0.21	HEALTH INSURANCE	001.0403.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.21	HEALTH INSURANCE	001.0404.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.10	HEALTH INSURANCE	001.0405.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.23	HEALTH INSURANCE	001.0415.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.09	HEALTH INSURANCE	001.0416.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.37	HEALTH INSURANCE	001.0418.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.15	HEALTH INSURANCE	001.0421.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.52	HEALTH INSURANCE	001.0422.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.30	HEALTH INSURANCE	061.0461.050.008			239 00005
LAB/DIAGNOSTICS 05/15	1.34	HEALTH INSURANCE	062.0462.050.008			239 00005
LAB/DIAGNOSTICS 05/15	1.23	HEALTH INSURANCE	063.0463.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.47	HEALTH INSURANCE	021.0424.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.20	HEALTH INSURANCE	029.0429.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.10	HEALTH INSURANCE	032.0440.050.008			239 00005
LAB/DIAGNOSTICS 05/15	0.11	HEALTH INSURANCE	001.0402.050.008			239 00005
	5.63	*VENDOR TOTAL				
GONZALES/LYNN W. OUTPTNT VISIT 05/15	66.60	HEALTH INSURANCE	004.0414.050.008			239 00007
GUY/JAMES 001.0411.050.008 MEDICAL SERV. 05/2015	79.20	HEALTH INSURANCE	001.0411.050.008			239 00012
MEDICAL SERVICE 05/15	79.20	HEALTH INSURANCE	001.0411.050.008			239 00016
	237.60	*VENDOR TOTAL				
KAMEAH DELTA MEDICAL CEN PPO DISCOUNT 05/15	17.86	HEALTH INSURANCE	001.0403.050.008			239 00003
PPO DISCOUNT 05/15	17.40	HEALTH INSURANCE	001.0404.050.008			239 00003
PPO DISCOUNT 05/15	8.93	HEALTH INSURANCE	001.0405.050.008			239 00003
PPO DISCOUNT 05/15	18.74	HEALTH INSURANCE	001.0415.050.008			239 00003
PPO DISCOUNT 05/15	7.96	HEALTH INSURANCE	001.0416.050.008			239 00003
PPO DISCOUNT 05/15	30.29	HEALTH INSURANCE	001.0418.050.008			239 00003
PPO DISCOUNT 05/15	12.63	HEALTH INSURANCE	001.0421.050.008			239 00003
PPO DISCOUNT 05/15	42.30	HEALTH INSURANCE	001.0422.050.008			239 00003
PPO DISCOUNT 05/15	24.56	HEALTH INSURANCE	061.0461.050.008			239 00003
PPO DISCOUNT 05/15	109.36	HEALTH INSURANCE	062.0462.050.008			239 00003
PPO DISCOUNT 05/15	100.71	HEALTH INSURANCE	063.0463.050.008			239 00003
PPO DISCOUNT 05/15	38.31	HEALTH INSURANCE	021.0424.050.008			239 00003
PPO DISCOUNT 05/15	16.80	HEALTH INSURANCE	029.0429.050.008			239 00003
PPO DISCOUNT 05/15	8.69	HEALTH INSURANCE	032.0440.050.008			239 00003
PPO DISCOUNT 05/15	3.26	HEALTH INSURANCE	001.0402.050.008			239 00003
DR VISIT 05/15	2.50	HEALTH INSURANCE	001.0403.050.008			239 00011
DR VISIT 05/15	2.43	HEALTH INSURANCE	001.0404.050.008			239 00011

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
KAWEAH DELTA MEDICAL CEN								
DR VISIT 05/15	1.25	HEALTH INSURANCE	001.0405.050.008					239 00011
DR VISIT 05/15	2.62	HEALTH INSURANCE	001.0415.050.008					239 00011
DR VISIT 05/15	1.11	HEALTH INSURANCE	001.0416.050.008					239 00011
DR VISIT 05/15	4.24	HEALTH INSURANCE	001.0418.050.008					239 00011
DR VISIT 05/15	1.76	HEALTH INSURANCE	001.0421.050.008					239 00011
DR VISIT 05/15	5.92	HEALTH INSURANCE	001.0422.050.008					239 00011
DR VISIT 05/15	3.44	HEALTH INSURANCE	061.0461.050.008					239 00011
DR VISIT 05/15	15.32	HEALTH INSURANCE	062.0462.050.008					239 00011
DR VISIT 05/15	14.11	HEALTH INSURANCE	063.0463.050.008					239 00011
DR VISIT 05/15	5.36	HEALTH INSURANCE	021.0424.050.008					239 00011
DR VISIT 05/15	2.35	HEALTH INSURANCE	029.0429.050.008					239 00011
DR VISIT 05/15	1.21	HEALTH INSURANCE	032.0440.050.008					239 00011
DR VISIT 05/15	0.53	HEALTH INSURANCE	001.0402.050.008					239 00011
DR VISIT 05/15	79.62	HEALTH INSURANCE	004.0414.050.008					239 00014
HSPTL OUT PTNT 05/15	601.157	*VENDOR TOTAL						
LIRA/RACHEL								
HSPTL OUT PTNT 05/15	18.03	HEALTH INSURANCE	001.0403.050.008					239 00001
HSPTL OUT PTNT 05/15	17.56	HEALTH INSURANCE	001.0404.050.008					239 00001
HSPTL OUT PTNT 05/15	9.01	HEALTH INSURANCE	001.0405.050.008					239 00001
HSPTL OUT PTNT 05/15	18.91	HEALTH INSURANCE	001.0415.050.008					239 00001
HSPTL OUT PTNT 05/15	8.03	HEALTH INSURANCE	001.0416.050.008					239 00001
HSPTL OUT PTNT 05/15	30.57	HEALTH INSURANCE	001.0418.050.008					239 00001
HSPTL OUT PTNT 05/15	12.74	HEALTH INSURANCE	001.0421.050.008					239 00001
HSPTL OUT PTNT 05/15	42.69	HEALTH INSURANCE	001.0422.050.008					239 00001
HSPTL OUT PTNT 05/15	24.79	HEALTH INSURANCE	061.0461.050.008					239 00001
HSPTL OUT PTNT 05/15	110.37	HEALTH INSURANCE	062.0462.050.008					239 00001
HSPTL OUT PTNT 05/15	101.64	HEALTH INSURANCE	063.0463.050.008					239 00001
HSPTL OUT PTNT 05/15	38.67	HEALTH INSURANCE	021.0424.050.008					239 00001
HSPTL OUT PTNT 05/15	16.95	HEALTH INSURANCE	029.0429.050.008					239 00001
HSPTL OUT PTNT 05/15	8.77	HEALTH INSURANCE	032.0440.050.008					239 00001
HSPTL OUT PTNT 05/15	3.31	HEALTH INSURANCE	001.0402.050.008					239 00001
HSPTL OUT PTNT 05/15	462.04	*VENDOR TOTAL						
MENDEZ/JESUS								
MEDICAL SERV. 05/2015	594.00	HEALTH INSURANCE	001.0411.050.008					239 00009
MEDICAL SERVICES 5/15	419.50	HEALTH INSURANCE	001.0411.050.008					239 00010
	1,013.50	*VENDOR TOTAL						
MINIERAL KING RADIOLOGIC								
PPO DISCOUNT 05/15	12.11	HEALTH INSURANCE	001.0403.050.008					239 00017
PPO DISCOUNT 05/15	11.80	HEALTH INSURANCE	001.0404.050.008					239 00017
PPO DISCOUNT 05/15	6.05	HEALTH INSURANCE	001.0405.050.008					239 00017
PPO DISCOUNT 05/15	12.70	HEALTH INSURANCE	001.0415.050.008					239 00017
PPO DISCOUNT 05/15	5.39	HEALTH INSURANCE	001.0416.050.008					239 00017
PPO DISCOUNT 05/15	20.54	HEALTH INSURANCE	001.0418.050.008					239 00017
PPO DISCOUNT 05/15	8.56	HEALTH INSURANCE	001.0421.050.008					239 00017
PPO DISCOUNT 05/15	28.68	HEALTH INSURANCE	001.0422.050.008					239 00017
PPO DISCOUNT 05/15	16.65	HEALTH INSURANCE	061.0461.050.008					239 00017
PPO DISCOUNT 05/15	74.15	HEALTH INSURANCE	062.0462.050.008					239 00017

VENDOR NAME
DESCRIPTION

MINIERAL KING RADIOLOGIC
PPO DISCOUNT 05/15
PPO DISCOUNT 05/15
PPO DISCOUNT 05/15
PPO DISCOUNT 05/15
PPO DISCOUNT 05/15

OWEN/DOUGLAS
LAB/DIAGNOSTIC 05/15
PEREZ/ANTHONY
MED SERVICES 05/2015

SEQUOIA FOOT CARE GROUP
OFFICE VISIT 05/2015
OFFICE VISIT 05/2015

US SCRIPT
RX INVOICE 05/2015
RX INVOICE 05/2015

Schedule of Bills

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
68.28	HEALTH INSURANCE	063.0463.050.008					239 00017
25.98	HEALTH INSURANCE	021.0424.050.008					239 00017
11.39	HEALTH INSURANCE	029.0429.050.008					239 00017
5.89	HEALTH INSURANCE	032.0440.050.008					239 00017
2.24	HEALTH INSURANCE	001.0402.050.008					239 00017
310.41	*VENDOR TOTAL						
37.37	HEALTH INSURANCE	001.0411.050.008					239 00013
59.40	HEALTH INSURANCE	004.0414.050.008					239 00004
3.60	HEALTH INSURANCE	001.0403.050.008					239 00015
3.51	HEALTH INSURANCE	001.0404.050.008					239 00015
1.80	HEALTH INSURANCE	001.0405.050.008					239 00015
3.78	HEALTH INSURANCE	001.0415.050.008					239 00015
1.60	HEALTH INSURANCE	001.0416.050.008					239 00015
6.11	HEALTH INSURANCE	001.0418.050.008					239 00015
2.54	HEALTH INSURANCE	001.0421.050.008					239 00015
8.53	HEALTH INSURANCE	001.0422.050.008					239 00015
4.95	HEALTH INSURANCE	061.0461.050.008					239 00015
22.06	HEALTH INSURANCE	062.0462.050.008					239 00015
20.32	HEALTH INSURANCE	063.0463.050.008					239 00015
7.73	HEALTH INSURANCE	021.0424.050.008					239 00015
3.39	HEALTH INSURANCE	029.0429.050.008					239 00015
1.75	HEALTH INSURANCE	032.0440.050.008					239 00015
0.71	HEALTH INSURANCE	001.0402.050.008					239 00015
92.38	*VENDOR TOTAL						
0.40	HEALTH INSURANCE	001.0403.050.008					239 00020
0.39	HEALTH INSURANCE	001.0404.050.008					239 00020
0.20	HEALTH INSURANCE	001.0405.050.008					239 00020
0.42	HEALTH INSURANCE	001.0415.050.008					239 00020
0.18	HEALTH INSURANCE	001.0416.050.008					239 00020
0.69	HEALTH INSURANCE	001.0418.050.008					239 00020
0.28	HEALTH INSURANCE	001.0421.050.008					239 00020
0.97	HEALTH INSURANCE	001.0422.050.008					239 00020
0.56	HEALTH INSURANCE	061.0461.050.008					239 00020
2.50	HEALTH INSURANCE	062.0462.050.008					239 00020
2.30	HEALTH INSURANCE	063.0463.050.008					239 00020
0.87	HEALTH INSURANCE	021.0424.050.008					239 00020
0.38	HEALTH INSURANCE	029.0429.050.008					239 00020
0.19	HEALTH INSURANCE	032.0440.050.008					239 00020
0.17	HEALTH INSURANCE	001.0402.050.008					239 00020
10.50	*VENDOR TOTAL						

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
VISALIA FAMILY PRACTICE						
LAB/DIAGNOSTICS 05/15	1.72	HEALTH INSURANCE	001.0403.050.008			239 00002
LAB/DIAGNOSTICS 05/15	1.67	HEALTH INSURANCE	001.0404.050.008			239 00002
LAB/DIAGNOSTICS 05/15	0.86	HEALTH INSURANCE	001.0405.050.008			239 00002
LAB/DIAGNOSTICS 05/15	1.80	HEALTH INSURANCE	001.0415.050.008			239 00002
LAB/DIAGNOSTICS 05/15	0.76	HEALTH INSURANCE	001.0416.050.008			239 00002
LAB/DIAGNOSTICS 05/15	2.91	HEALTH INSURANCE	001.0418.050.008			239 00002
LAB/DIAGNOSTICS 05/15	1.21	HEALTH INSURANCE	001.0421.050.008			239 00002
LAB/DIAGNOSTICS 05/15	4.07	HEALTH INSURANCE	001.0422.050.008			239 00002
LAB/DIAGNOSTICS 05/15	2.36	HEALTH INSURANCE	061.0461.050.008			239 00002
LAB/DIAGNOSTICS 05/15	10.53	HEALTH INSURANCE	062.0462.050.008			239 00002
LAB/DIAGNOSTICS 05/15	9.70	HEALTH INSURANCE	063.0463.050.008			239 00002
LAB/DIAGNOSTICS 05/15	3.69	HEALTH INSURANCE	021.0424.050.008			239 00002
LAB/DIAGNOSTICS 05/15	1.61	HEALTH INSURANCE	029.0429.050.008			239 00002
LAB/DIAGNOSTICS 05/15	0.83	HEALTH INSURANCE	032.0440.050.008			239 00002
LAB/DIAGNOSTICS 05/15	0.40	HEALTH INSURANCE	001.0402.050.008			239 00002
	44.12	*VENDOR TOTAL				
VISALIA OB GYN MEDICAL A XRAY 05/2015	101.68	HEALTH INSURANCE	004.0414.050.008			239 00006

ACS FINANCIAL SYSTEM
06/04/2015 15:50:50

VENDOR NAME
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

GL540R-V07.27 PAGE 5
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
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3,203.41

RECORDS PRINTED - 000132

Schedule of Bills

CITY OF WOODLAKE
GL060S-V07.27 RECAPPAGE
GL540R

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

DATE APPROVED BY

.....

.....

City of Woodlake

AGENDA ITEM IV-C

June 8, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the May 2015 Monthly Report of Investments

BACKGROUND:

Pursuant to Section 3.24.050 of the Woodlake Municipal Code the Finance Department prepares a report listing all investments of the City of Woodlake. The City's temporary idle cash, those funds not immediately needed to pay current bills, is invested in accordance with the City's Investment Policy that was approved by Resolution No. 09-05 which was adopted on February 9, 2009.

DISCUSSION:

The first objective of the investment policy is to secure the safety of the invested funds. The second objective is to match the availability (liquidity) of the funds to the cash flow needs of the organization. The third objective, that is only considered after the first two objectives have been met, is yield, or the earnings rate.

RECOMMENDATIONS:

Staff recommends that Council approve the May 2015 Monthly Report of Investments as submitted.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Resolution: Approval of the May 2015 Monthly Report of Investments
2. May Monthly Report of Investments

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

In the matter of:

APPROVAL OF THE MAY) Resolution No:
2015 MONTHLY REPORT OF)
INVESTMENTS)

Councilmember _____, offered the following resolution and moved its adoption. Approve the City of Woodlake May 2015 Monthly Report of Investments.

WHEREAS, pursuant to Section 3.24.050 of the Woodlake Municipal Code, monthly, the Finance Department shall prepare a report listing of all investments of the City of Woodlake; and

WHEREAS, the City’s temporary idle cash, those funds not immediately needed to pay current bills, is invested in accordance with the City’s Investment Policy that was approved by Resolution No. 09-05.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the City of Woodlake’s May 2015 Monthly Report of Investments.

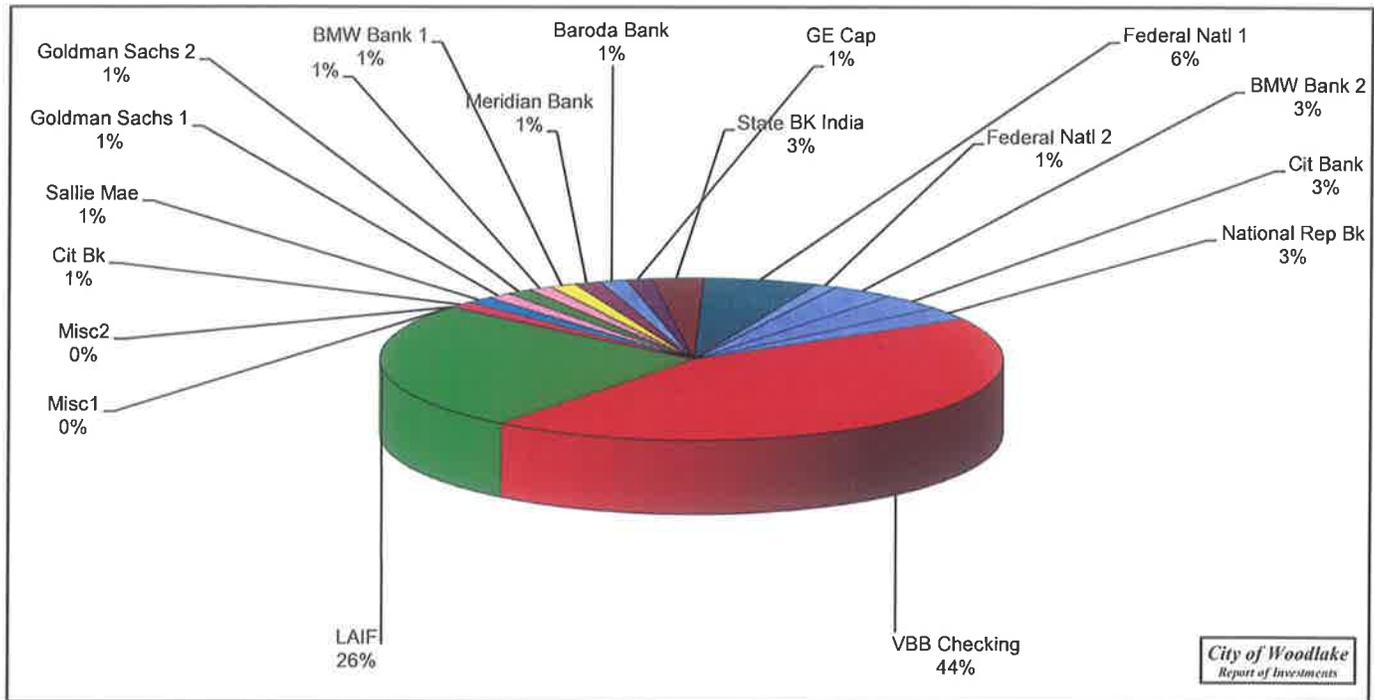
The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by _____, and carried by the following vote at the City Council meeting held on June 8, 2015.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

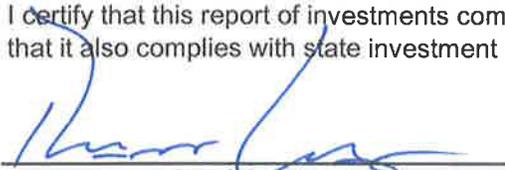


City of Woodlake
Report of Investments

May 31, 2015

<u>Investment Type</u>	<u>Principal</u>	<u>Percent of Portfolio</u>	<u>Yield to Maturity</u>	<u>Settlement Date</u>	<u>Maturity</u>
Checking - Valley Business Bank	\$3,348,869	43.8%	None	N/A	N/A
LAIF	\$1,951,106	25.5%	0.22%	N/A	Daily
MBS - miscellaneous Portfolio Holdings	\$0	0.0%			
Finance500 - Net Portfolio Balance	\$1,896	0.0%			
Cit Bk (Salt Lake City UTAH)	\$98,099	1.3%	1.50%	12/04/13	12/04/17
Sallie Mae (Salt Lake City UT)	\$99,611	1.3%	2.15%	10/30/13	10/30/18
Goldman Sachs BK USA New York CTF	\$99,757	1.3%	2.00%	04/30/14	04/30/19
Goldman Sachs BK USA New York	\$99,398	1.3%	2.00%	06/11/14	06/11/19
Synchrony Bank	\$93,122	1.2%	1.90%	03/06/15	03/06/20
BMW Bank	\$102,069	1.3%	2.00%	11/12/10	11/12/15
Meridan Bank Natl Assn	\$104,320	1.4%	4.20%	03/03/08	02/08/16
Baroda Bank	\$103,142	1.3%	2.00%	08/02/11	08/02/16
GE Cap Finl Inc	\$101,485	1.3%	2.10%	12/02/11	12/02/16
State Bk India New York NY	\$204,374	2.7%	2.00%	04/27/12	04/27/17
Federal Natl Mtg Assn Prin	\$454,165	5.9%	2.50%	04/27/12	02/01/19
Federal Natl Mtg Assn S/CAP	\$87,877	1.1%	2.50%	04/27/12	10/09/19
BMW Bank	\$250,206	3.3%	2.15%	12/24/14	12/10/19
CIT Bank	\$250,000	3.3%	2.25%	12/24/14	12/24/19
National Rep Bk Chicago Ill	\$194,828	2.5%	1.25%	05/11/12	03/25/22
Total Portfolio	\$7,644,323	100%			

I certify that this report of investments complies with the City's adopted investment policy and that it also complies with state investment guidelines pursuant to Government Code Section 16481.2 .


Ramon Lara, City Administrator

06/04/15
Date

City of Woodlake

AGENDA ITEM IV-D

June 8, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the City Administrator Employment Agreement

BACKGROUND:

The City Council of the City of Woodlake and the City Administrator entered into an employment agreement on June 9, 2014. The terms of the agreement were for a period of 48 months commencing on July 1, 2014, and continuing until June 30, 2018. Annually the City Council will provide the City Administrator with an employee evaluation and review her/his employee agreement.

DISCUSSION:

After preliminary discussions, the attached agreement is being presented for Council approval. The City Council and the City Administrator will meet annually, to review the Administrator's performance. The agreement is being renewed and will run from July 1, 2015 through June 30, 2020.

RECOMMENDATIONS:

No recommendations.

FISCAL IMPACT:

There is no current fiscal impact. The agreement terms fall within the currently approved City of Woodlake budget.

ATTACHMENTS:

1. Resolution: Approval of the City Administrator Employment Agreement
2. City Administrator Employment Agreement

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

In the matter of:

APPROVAL OF THE CITY) Resolution No.
ADMINISTRATOR EMPLOYMENT)
AGREEMENT)

Councilmember _____, offered the following resolution and moved its adoption. Approval of the City Administrator Employment Agreement.

WHEREAS, the City Council annually reviews and renegotiates the performance and compensation of the City Administrator; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE that the City approves the attached City Administrator employment agreement, which shall be in affect from July 1, 2015, and continuing until June 30, 2020.

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 June 8, 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

CITY ADMINISTRATOR EMPLOYMENT
AGREEMENT

between the

City of Woodlake

and

Ramon Lara

dated

June 8, 2015

CITY ADMINISTRATOR EMPLOYMENT
AGREEMENT
between the
City of Woodlake
and
Ramon Lara

1. Parties and Date

This Agreement is entered into as of June 8, 2015 by and between the City of Woodlake, California, a municipal corporation (the "City"), and Ramon Lara, an individual (the "City Administrator"). The City and the City Administrator are sometimes individually referred to as a "Party" and collectively as "Parties."

- A. The City requires the services of a City Administrator.
- B. The City Administrator has the necessary education, experience, skills and expertise to serve as the City's City Administrator; and
- C. The City Council of the City (the "City Council") desires to employ the City Administrator to serve as the City Administrator of City.
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. Employment

The City hereby employs the City Administrator as its City Administrator, and the City Administrator hereby accepts such employment.

3. Commitments and Understandings

A. The City Administrator's Commitments

(1) Duties & Authority

(a) The City Administrator shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) The City Administrator shall perform all of the duties of the City Administrator as set forth in Section 2.08 of the Woodlake Municipal Code (the

“Municipal Code”), The California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

(c) The City Council may also designate the City Administrator as the chief executive of other City-related legal entities. Such other legal entities could include financing authorities, and joint powers authorities.

(d) The City Administrator shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

(e) To accomplish this, the City Administrator shall have the power and shall be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. The City Administrator shall receive notice of all regular and special meetings of the City Council.

(ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council. The City Administrator may publicly endorse or oppose any proposed agenda items placed on the agenda by persons other than the City Administrator or the City Administrator’s staff.

(iii) Direct the work of all elective and appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The City Administrator may undertake any study or investigation the City Administrator believes is necessary or desirable and shall make any study or investigation the City Council directs. The City Administrator shall endeavor to implement changes that the City Administrator believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.

(iv) Recommend to the City Council from time to time, adoption of such measures as the City Administrator may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

(v) Consolidate or combine offices, positions, departments, or units under the City Administrator’s jurisdiction. The City Administrator may be the head of one or more City departments.

(vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

(a) The City Administrator is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Administrator's position. The City Administrator does not have set hours of work as the City Administrator is expected to be available at all times.

(b) It is recognized that the City Administrator must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Administrator's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Administrator shall spend sufficient hours on site to perform the City Administrator's duties; however, the City Administrator has discretion over the City Administrator's work schedule and work location.

(3) Disability or inability to perform

In the event the City Administrator becomes mentally or physically incapable of performing the City Administrator's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the City Administrator. If the City Council does elect to terminate the City Administrator due to incapacity, the City Administrator shall receive all severance benefits provided in Section 7.C below.

B. City Commitments

(1) The City shall provide the City Administrator with the compensation, incentives and benefits, specified elsewhere in this Agreement.

(2) The City shall provide the City Administrator with a private office, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Administrator's duties.

(3) The City shall pay for or provide the City Administrator reimbursement for all actual business expenses.

(4) The City agrees to pay the professional dues and subscriptions on behalf of the City Administrator which are necessary for the City Administrator's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for the City Administrator's continued professional participation and advancement.

(5) The City agrees to pay the travel and subsistence expenses of the City Administrator to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Administrator, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Administrator serves as a member.

(6) The City also agrees to pay for the travel and subsistence expenses of the City Administrator for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Administrator.

C. City Council Commitments

(1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Administrator.

(2) The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the City Administrator and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximum achievement of City goals.

(3) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Administrator or the City Administrator's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Administrator, either publicly or privately.

(4) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Administrator.

(5) The City Council agrees that any criticism of a City staff member shall be done privately through the City Administrator.

(6) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Administrator. The City Administrator shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

(1) Performance Evaluation

(a) Annual performance evaluations are an important way for the City Council and City Administrator to ensure effective communications about expectations and performance.

(b) The City Council recognizes that for the City Administrator to respond to its needs and to grow in the performance of the City Administrator's job, the City Administrator needs to know how the City Council Members evaluate the City Administrator's performance.

(c) To assure that the City Administrator gets this feedback, the City Council shall conduct an evaluation of the City Administrator's performance at least once each year. The City Council and the City Administrator agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each

calendar year. The Parties may use an outside facilitator paid by City funds to assist them in conducting this evaluation, at the option of the City Council.

(d) While performance evaluations for the purpose of midcourse corrections may occur several times during the year; the annual evaluation shall occur between March or April of each year.

4. COMPENSATION

The City agrees to provide the following compensation to the City Administrator during the term of the agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

(a) The Base salary for the City Administrator will be determined in a resolution of the City Council.

(b) The City Administrator shall be paid at the same intervals and in the same manner as regular City employees.

(c) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Administrator, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

(2) Required Employer Costs

(a) Medicare.

(b) Unemployment Compensation.

(c) Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay the City's share as mandated by PERS for participation in the Public Employees' Retirement System.

(d) City Administrator is responsible for his/her PERS contribution.

(e) The cost of any fidelity or other bonds required by law for the City Administrator.

(f) The cost to defend and indemnify the City Administrator as provided in Section 8.E below.

(g) Workers Compensation.

B. Basic Benefits

(1) Holidays

The City Administrator is entitled to the same paid holidays as department heads as stated in the Personnel Rules and Regulations.

(2) Leave Allowance

The City Administrator shall receive the same vacation and sick leave accrual and benefits as provided to department heads except that the City Administrator may

accrue earned vacation until a cap of 350 hours and sick leave time until a cap of 350 hours is reached. No amount above the cap hours shall be accrued or paid. The City Administrator shall be paid for any unused accrued vacation or sick leave upon either voluntary or involuntary termination of employment.

(3) Automobile

The City Administrator shall be provided a monthly automobile allowance of \$700.00 in exchange for making a vehicle available for the City Administrator's own use and for City-related business and/or functions during, before and after normal work hours. By the City Administrator making the City Administrator's personal automobile available for use, the City Administrator is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(4) Benefits that Accrue to Other City Employees

The City Administrator shall be entitled to all benefits, rights, and privileges accorded to non-public safety City Department Directors except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Department Directors or other unclassified employees, this Agreement shall control.

5. SEPARATION

A. Resignation/Retirement

The City Administrator may resign at any time and agrees to give the City at least 30 days advance written notice of the effective date of the City Administrator's resignation, unless the Parties otherwise agree in writing. If the City Administrator retires from full time public service with the City, the City Administrator may provide six months' advance notice. The City Administrator's actual retirement date will be mutually established.

B. Termination & Removal

(1) Administrator is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

(2) The City Council may remove the City Administrator at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to the City Administrator in writing. Termination as used in this shall also include request that the City Administrator resign, a reduction in salary or other financial benefits of the City Administrator (including a general City Management salary reduction), a material reduction in the powers and authority of the City Administrator, or the elimination of the City Administrator's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City

Council.

(3) The City Administrator shall not be removed during the 60-day period preceding or following any City election for membership on the City Council, or during the 60-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.

(4) Given the at-will nature of the position of City Administrator, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of the City Administrator that any separation of the City Administrator is done in a businesslike manner.

C. Severance Pay

(1) In the event the City Administrator is terminated by the City Council during such time that the City Administrator is willing and able to perform the City Administrator's duties under this Agreement, then in that event the City agrees to pay the City Administrator a lump sum cash payment equal to eighteen months base salary then in effect as provided in 4.A(1) above.

(2) In addition, the City shall extend to the City Administrator the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act Of 1986 (COBRA). The City agrees to pay the City Administrator's COBRA coverage for the first 30 (thirty) days.

(3) In the event the City refuses, following written notice of noncompliance, to comply with any provision in this Employment Agreement benefiting the City Administrator, or the City Administrator resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Administrator resign, then, in that event, the City Administrator may, at the City Administrator's option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.

(4) All payments required under Sections 7.C(1), (2), and (3) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation

(1) In the event that the City Council formally or a majority of the City Council informally asks the City Administrator to resign, then the City Administrator shall be entitled to resign and still receive the severance benefits provided in Section 7.C above.

(2) The City Administrator has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Administrator's role,

powers, duties, authority, responsibilities, compensation and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Administrator, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Administrator's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Administrator shall have the right, at the City Administrator's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Administrator's involuntary resignation.

(3) Upon receipt of such notice the City Council shall have thirty days in which to do one of the following: (a) rescind the amendment(s); (b) renegotiate this Agreement to the City Administrator's satisfaction; (c) confirm that the City Administrator is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Administrator shall be entitled to resign and still receive the severance benefits provided in Section 7.C above.

E. Separation for Cause

(1) Notwithstanding the provisions of Section 7.C, the City Administrator may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:

- (a) Conviction of a felony;
- (b) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Administrator's duties; or
- (c) Repeated and protracted unexcused absences from the City Administrator's office and duties.

(2) In the event the City terminates the City Administrator for cause, then the City may terminate this Agreement immediately, and the City Administrator shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 7.F below, and such other termination benefits and payments as may be required by law. The City Administrator shall not be entitled to any severance benefits provided by Section 7.C.

(3) In the event the City terminates the City Administrator for cause, the City and the City Administrator agree that neither Party shall make any written or oral statements to members of the public or the press concerning the City Administrator's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

F. Payment for Unused Leave Balance

(1) On separation from City employment, the City Administrator shall be paid for all unused accrued leave allowances provided in Section 4.B(2) above. Accumulated leave balances shall be paid at the City Administrator's monthly salary

rate at the effective date of separation.

(2) In the event the City Administrator dies while employed by the City under this Agreement, the City Administrator's beneficiaries or those entitled to the City Administrator's estate, shall be entitled to the City Administrator's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

8. MISCELLANEOUS PROVISIONS

A. Term

(1) Initial Term

The Initial Term shall be for a period of 60 months commencing on July 1, 2015, and continuing until June 30, 2020, (the initial "Termination Date").

(2) Subsequent Terms

The parties agree to meet on or about May 2016 to discuss terms and conditions of a subsequent agreement.

B. Provisions that Survive Termination

Sections of this Agreement are intended by their terms to survive the City Administrator's termination of employment with the City, including but limited to Sections 8.E. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Administrator. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

(1) The City Administrator shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

(2) The City Administrator shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Administrator's City employment.

(3) The City Administrator is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually

thereafter, and at the time of separation from the position.

E. Indemnification

(1) To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to the City Administrator, the City or any other Agency (including Joint Powers Authority), jointly and severally, shall defend and indemnify the City Administrator against and for all losses sustained by the City Administrator in direct consequences of the discharge of the City Administrator's duties on the City's behalf for the period of the City Administrator's employment.

(2) The City shall defend, save harmless and indemnify the City Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Administrator's duties as City Administrator. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

(3) Whenever the City Administrator shall be sued for damages arising out of the performance of the City Administrator's duties, the City shall provide defense counsel for the City Administrator in such suit and indemnify the City Administrator from any judgment rendered against the City Administrator; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Administrator's capacity as City Administrator, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Administrator may have under the law.

(4) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Administrator, while acting within the scope of the City Administrator's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Administrator.

(5) In the event that the City Administrator shall serve as the chief executive of other City-related legal entities as provided in Section 3.A(1)(c) above, then each provision of this Section 8.E shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the City Administrator and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold the City Administrator harmless against any failure or refusal by City or related legal entity to perform its obligations under this Section 8.E

F. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Laws Affecting Title

In addition to those laws affecting a City Administrator, the City Administrator shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state or federal laws.

H. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Tulare County, California.

I. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

J. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the City Administrator or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to the City:

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

(2) If to the City Administrator:

Ramon Lara

Woodlake, CA 93286

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

“City”

CITY OF WOODLAKE
A Municipal Corporation

By: _____
Ramon Lara, City Administrator

By: _____
Rudy Mendoza, Mayor
ATTEST:

By: _____
Irene Zacarias, City Clerk
APPROVED AS TO FORM:

By: _____
Mike Farley, City Attorney

City of Woodlake

AGENDA ITEM IV-E

June 8, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the Agreement Between the City of Porterville and the City of Woodlake for Animal Sheltering Services

BACKGROUND:

The City of Porterville has provided animal sheltering services to the City of Woodlake for the past year. The current agreement between the two City's will expire at the end of Fiscal Year 14/15.

DISCUSSION:

City of Porterville and City of Woodlake staffs have been in communication regarding entering into a new agreement regarding the above mentioned services. Both sides decided that it would be in the best interest of both parties to enter into a year to year agreement. The agreement is attached.

RECOMMENDATIONS:

City staff recommends that the City of Woodlake enter into a one year agreement with the City of Porterville for animal sheltering services. The terms and charge for services related to the agreement are deemed adequate by City staff.

FISCAL IMPACT:

The City has properly budget as part of its Fiscal Year 15/16 budget to pay for the fees associated with animal sheltering services provided by the City of Porterville.

ATTACHMENTS:

1. Resolution: Approval of the Agreement Between the City of Porterville and the City of Woodlake for Animal Sheltering Services
2. Attachment No. 1 – Agreement for Animal Sheltering Services

**AGREEMENT FOR
ANIMAL SHELTER SERVICES**

THIS AGREEMENT, made and entered into the 1st day of July, 2015, between the City of Porterville hereinafter referred to as “Porterville” and the City of Woodlake, hereinafter referred to as “Woodlake”:

WITNESSETH

WHEREAS, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

WHEREAS, Woodlake has determined that it is in the best interest of Woodlake to contract with Porterville for the sheltering of animals picked up in Woodlake; and

WHEREAS, pursuant to Government Code Section 51301, Porterville is authorized to contract with Woodlake and Woodlake is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Woodlake functions; and

NOW, THEREFORE, IT IS AGREED as follows:

1. ANIMAL SHELTER SERVICES

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise

come into the custody of Woodlake, pursuant to the provisions of the Woodlake Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary facility Porterville's choice and Woodlake shall incur all associated costs for such care and impoundment. Animals that are deemed sick or injured prior to being housed at the shelter will not be accepted until such time they have been treated by a veterinarian and cleared for sheltering. Woodlake will be responsible for all costs related to follow up care and medication. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

B. Holding Period: Animals impounded by Woodlake shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is received by staff at the shelter.

C. Disposition of Impounded Animals: Woodlake's right to custody of any animal; impounded for the minimum period required by this agreement shall pass to

Porterville upon the expiration of said period and Woodlake shall thereafter have no responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This service agreement provides solely for the sheltering of animals pickup up in Woodlake, by Woodlake employees. This agreement does not provide for Porterville to provide any other animal control services to Woodlake. Additionally, Porterville will not provide for the licensing of animals belonging to Woodlake residents, and Porterville will not serve as Hearing Officer for Woodlake on vicious animal complaints and hearings. Woodlake will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Woodlake staff in an effort to identify the owners of any animal brought into the facility and assist in taking action to reunite an animal with the rightful owners.

F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Woodlake residents seeking to reclaim their

animals. Porterville will staff the facility and receive animals from Woodlake on Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary. The shelter facility will be open to the public during these days and hours.

2) VETERINARIAN CARE

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

3) RECORDS

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Woodlake may inspect and receive copies of said records upon request.

4) HOLD HARMLESS

Porterville shall hold harmless, defend and indemnify Woodlake, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Woodlake shall hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any

person or damage to any property arising out of Woodlake's activities under this agreement.

5) TERM AND TERMINATION

- A. This agreement shall become effective on July 1, 2015, and shall continue until June 30, 2016. This agreement shall renew automatically each year unless terminated by either party.
- B. At a time that is agreeable to both Porterville and Woodlake, or in March of each year, Porterville and Woodlake will review the current charges for services to determine the need for adjustment. If adjustments are decided upon, an updated agreement will be prepared by Porterville and adjustments will take effect on July 1 of the current year.
- C. Either party may terminate this agreement at any time by delivering written notice of termination no less than 180 days prior to the date of termination.
- D. Upon construction of an animal shelter in Porterville, Porterville may opt to move all animals to the Porterville site and discontinue the use of the shelter in Lindsay. At that time, Woodlake may deliver their animals to the Porterville facility or terminate this agreement.
- E. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

6) CHARGE FOR SERVICES

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Woodlake agrees to compensate Porterville pursuant to the following fees for the listed action:

A. Sheltering Service:

- | | |
|--------------------------------------|-------------------------|
| 1. Dog or Cat | \$45.00 per impoundment |
| 2. Dog or Cat (Quarantine) | \$55.00 per impoundment |
| 3. Evidence Fowl | \$7.00 per day |
| 4. Horse, Cow, Goat, etc. | \$12.00 per day |
| 5. Protective Custody/ Evidence Hold | \$9.00 per day |
| 6. Other evidence hold | \$9.00 per day |
| 7. Dead animal disposal | \$9.00 per animal |

B. Veterinary Services: Woodlake shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement, within thirty (30) days of receipt of an itemized bill. Billings for "veterinary services" will not only apply to the examination or treatment of animals believed by Porterville to be sick or injured and which cannot be euthanized or which must be held as evidence in a criminal case.

7) NOTICES

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed as listed below:

City of Porterville
Attn: John Lollis, City Manager
291 North Main Street
Porterville, CA 93257

City of Woodlake
Attn: Ramon Lara, City Administrator
350 North Valencia Boulevard
Woodlake, CA 93286

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

FOR THE CITY OF PORTERVILLE

Milt Stowe, Mayor

Date

John D. Lollis, City Manager

Date

FOR THE CITY OF WOODLAKE

Rudy Mendoza, Mayor

Date

Ramon Lara, City Administrator

Date

City of Woodlake

AGENDA ITEM V-A

June 8, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Adopt a Resolution of Necessity for the Acquisition of the Property Located at 165 N. Magnolia St. with APN No. 061-160-022 for the Public Project Referred to as the City of Woodlake Plaza Project – **Public Hearing**

BACKGROUND:

On November 24, 2014, the City Council approved the development and implementation of the City of Woodlake Plaza Project. The new Plaza will be funded with local, Measure R and Department of Housing and Community Development Housing Related Parks Program funds. The purpose of the Plaza is to provide a downtown common area for City residents that may be used for concerts, farmers market, fairs, and other outdoor festivities.

DISCUSSION:

City staff identified five properties that would have to be acquired as part of the City of Woodlake Plaza Project. The City contracted with Hamner, Jewell & Associates to assist with the acquisition of the properties. The City has successfully acquired three of the five properties and has a signed right of entry for a fourth property.

The only property that the City has had no success in negotiating on is the property located at 165 N. Magnolia St. with APN No. 061-160-022. The City has provided the owner of the property with a formal offer and an appraisal. While the owner initially met with City staff and representatives, lately he has not showed a willingness to negotiate on the property.

RECOMMENDATIONS:

Staff recommends that the City Council adopt a Resolution of Necessity for the acquisition of the property located at 165 N. Magnolia St. with APN No. 061-160-022 for the public project referred to as the City of Woodlake Plaza Project. The acquisition of the property will lead to the construction of a much needed public project that will serve the residents of the City of Woodlake for years to come.

FISCAL IMPACT:

The acquisition of the property will be paid with already budgeted General Fund dollars as per the attached appraisal.

ATTACHMENTS:

1. Resolution: Adopt a Resolution of Necessity for the Acquisition of the Property
Located at 165 N. Magnolia St. with APN No. 061-160-022 for the Public Project
Referred to as the City of Woodlake Plaza Project
2. Attachment 1: Appraisal for 165 N. Magnolia St.
3. Attachment 2: Offer Package for 165 N. Magnolia St.

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

In the matter of:

ADOPTION OF RESOLUTION OF NECESSITY) Resolution No.
FOR THE ACQUISITION OF THE PROPERTY)
LOCATED AT 165 N. MAGNOLIA ST. WITH APN)
NO. 061-160-022 FOR THE PUBLIC PROJECT)
REFERRED TO AS THE CITY OF WOODLAKE)
PLAZA PROJECT)

WHEREAS, the City Council of the City of Woodlake desires to adopt a resolution of necessity for the acquisition of the real property located at 165 North Magnolia Street, also identified with APN No. 061-160-022, for the public project referred to as the City of Woodlake Plaza Project consisting generally of an open air community plaza that will provide space for community events (“**Plaza Project**”);

WHEREAS, this resolution of necessity requires adoption by at least a two-thirds (2/3) majority vote of this governing body pursuant to Code of Civil Procedure section 1245.240;

WHEREAS, on November 24, 2014, the City Council approved the development and implementation of the Plaza Project;

WHEREAS, on January 26, 2015 the City Council approved the funding for the design and right of way of the Plaza Project;

WHEREAS, to further the interest of the public, the City of Woodlake (“**City**”) desires to provide necessary amenities to its residents and visiting members of the public in the downtown area by providing enhancements and removing current blight and unsafe structures in connection with the Plaza Project;

WHEREAS, the Plaza Project was planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

WHEREAS, the Plaza Project, as well as the necessary acquisition is consistent with all applicable provisions of the City’s General Plan;

WHEREAS, the construction of the Plaza Project requires the acquisition of the fee simple absolute ownership interest in the real property located at 165 North Magnolia Street, with APN No. 061-160-022 (“**subject property**”), and the removal of all its existing improvements; and

WHEREAS, an offer of compensation required by section 7267.2 of the Government Code was made to the owner of record of the subject property;

WHEREAS, the owner of record was notified of the hearing on this resolution at least fifteen (15) days before the hearing date, and was given an opportunity to appear and be heard pursuant to Code of Civil Procedure section 1245.235; and

WHEREAS, the City anticipates its completion of review, or finding of an appropriate exemption(s), under the California Environmental Quality Act (“CEQA”) prior to its actual acquisition of title to the subject property through eminent domain proceedings and, upon adoption of this resolution, expressly conditions its use of the subject property for the Plaza Project upon such CEQA compliance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAKE THAT THE FOREGOING RECITALS WERE FOUND TO BE TRUE, AND FURTHER RESOLVED AS FOLLOWS:

Section 1: Authority

The City of Woodlake has the authority to acquire the subject property through the exercise of power of eminent domain pursuant to Article 1, section 19, of the Constitution of the State of California, Government Code section 40404, Code of Civil Procedure sections 1240.010-1240.050, 1240.110 and 1240.120.

Section 2: Public Use

The subject property sought to be acquired herein is for the public purpose of constructing the City of Woodlake Plaza Project.

Section 3: Property Interests

The following fee simple absolute real property interests shall be acquired, as more fully described and depicted in the attached **EXHIBIT A** hereto and incorporated herein by reference are necessary for the City of Woodlake Plaza Project.

Section 4: Hearing

The owner of record for the subject property was provided notice pursuant to the California Code of Civil Procedure section 1245.235 and an opportunity to be heard before the City Council and a hearing was held on June 8, 2015.

Section 5: Findings

Having duly heard and considered this matter at a hearing on June 8, 2015, the City Council found and declared:

- a. The public interest and necessity require the proposed City of Woodlake Plaza Project.
- b. The proposed City of Woodlake Plaza Project was designed, planned and located in a manner that will be most compatible with the greatest public good and the least private injury.
- c. The private property interests described in this resolution are necessary for the proposed City of Woodlake Plaza Project.
- d. The offer of compensation required by Section 7267.2 of the Government Code was made to the respective owner of record of the subject property.

Section 6: Adoption

This resolution is adopted by at least two-thirds vote of the members of the City Council as required pursuant to California Code of Civil Procedure section 1245.240. Authorized, empowered and directed the City Attorney’s Office, namely the Farley Law Firm: to acquire the subject property, by condemnation, in the name of the City of Woodlake; to prepare, prosecute and conduct to

conclusion, in the name of the City of Woodlake, such proceedings in the proper courts as are necessary for such acquisition and to take such action as may be deemed advisable or reasonably necessary in connection therewith; and, to deposit the probable amount of just compensation based on appraisal of the subject property. Furthermore, the City Attorney's Office is authorized, empowered and directed to obtain an order for prejudgment possession if such order is deemed advisable or reasonably necessary as determined by the City Administrator after due consideration of all relevant circumstances.

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 June 8, 2015.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

LEGAL DESCRIPTION

Real property in the City of Woodlake, County of Tulare, State of California, described as follows:

THE WEST HALF OF LOT 19 IN BLOCK 30 OF THE CITY OF WOODLAKE, IN THE TOWN OF WOODLAKE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 23 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 061-160-022

MORENO PROPERTY
165 N. Magnolia St.



HopperCompany
Real Property Valuation

MORENO PROPERTY
165 North Magnolia Street
Woodlake, California

Subject Property Identification

Acquisition Type: Total acquisition in fee title

Date of Value / Inspection: October 21, 2014

Assessor's Parcel No.: 061-160-022

Property Owner: Larry Moreno
 1912 College Drive
 Delano, California 93215

Owner Contact: Larry Moreno (206) 795-6238

Ownership History: The property was acquired by Alberto and Isabel Moreno many years ago and was subsequently transferred to their son, Larry Moreno, in 2006. The house was previously rented to a tenant, but has been vacant for the past two years. No sales of the property have taken place in the past five years and the property is not currently listed for sale.

Property Description

Legal Description: The West half of Lot 19 in Block 30 of Woodlake, in the County of Tulare, State of California, as per map recorded in book 11, Page 23 of Maps in the office of the County Recorder of said County.

Site Description: The subject property consists of a single parcel of land situated along a public alley with no direct public street frontage. It is located 70 feet west of Magnolia Street and 310 feet north of Naranjo Boulevard, in Woodlake, California. The property is rectangular in shape and has 75 feet of frontage along the alley and a depth of 70 feet. Altogether, it contains 5,250 square feet of total land area, more or less. No curb, gutter, or sidewalk off-site improvements are installed, but all public utilities are available to serve the property. The parcel has a generally level topography that is at grade with the height of the alley and other surrounding properties. Drainage of the site appears to be adequate with water allowed to runoff into the public storm drain system. The property is within an 'X' flood zone as illustrated on the latest FEMA flood map, and this is not a special flood hazard area that typically requires flood insurance.

Easements & Encumbrances: A brief visual inspection of the property did not reveal any readily apparent adverse easements, encroachments, or other encumbrances. However, no title report for the property has been provided for review and no guarantee is made by the appraisers regarding the condition of title to the property. It is possible that a site survey or comprehensive title search might reveal easements, encroachments, or other clouds on title that could be either beneficial

or detrimental to the value and use of the property. But, without any information to the contrary, it is assumed throughout this appraisal that the subject property is free and clear of any adverse title issues.

Improvements Description: The subject property is improved with a single-family residence that has been vacant and boarded up for the past two years. It contains 572 square feet of living area and is built over a raised pier and post foundation with a wood joist floor. Exterior walls are framed with wood studs and they are covered with wood siding. The gable style roof is supported on wood trusses and is finished with composition shingles. The doors and windows have been removed and are covered with plywood to prevent unauthorized entry. Access to the interior of the house was not available, but it is reported to have two bedrooms, one bathroom, a living room, and a kitchen. Many of the home's systems appear to have been removed or vandalized and overall the structure is in poor condition. It would require a significant investment to make the home habitable. Yard improvements are minimal with an older storage shed and some perimeter fencing, but no landscaping.

Zoning & Property Restrictions: The subject parcel is zoned Central Commercial (CC) by the City of Woodlake with a Downtown Design District overlay. The CC zone is intended primarily to serve as the central district of Woodlake and it provides for the accommodation and enhancement of several existing dominant functions within the central business district, including shopping, retailing goods of a durable nature, and office uses, as well as serving as the financial, government, and entertainment center of Woodlake. The purpose of the Downtown Design Overlay is to promote a positive shopping and working environment; encourage social interaction; contain buildings and other improvements that are well-designed; and provide an environment that is pedestrian-oriented, secure, and visually pleasing.

Residential uses are not an allowable use in the CC zone, but because these structures existed prior to adoption of the current zoning ordinance the houses are allowed to remain and be occupied. However, they are considered to be a legal nonconforming use and as such they may not be enlarged. If the houses were to be partially damaged they could be restored to a similar size, but if they are completely destroyed the City would not allow them to be rebuilt.

Highest & Best Use Analysis: The highest and best use of the land as though vacant is to hold the site for future commercial use that would take advantage of its location near the downtown area. Due to the age of the improvements and their apparent poor condition, they are not considered to have any contributory value and ought to be removed from the site to make way for future commercial development once market conditions support such a project.

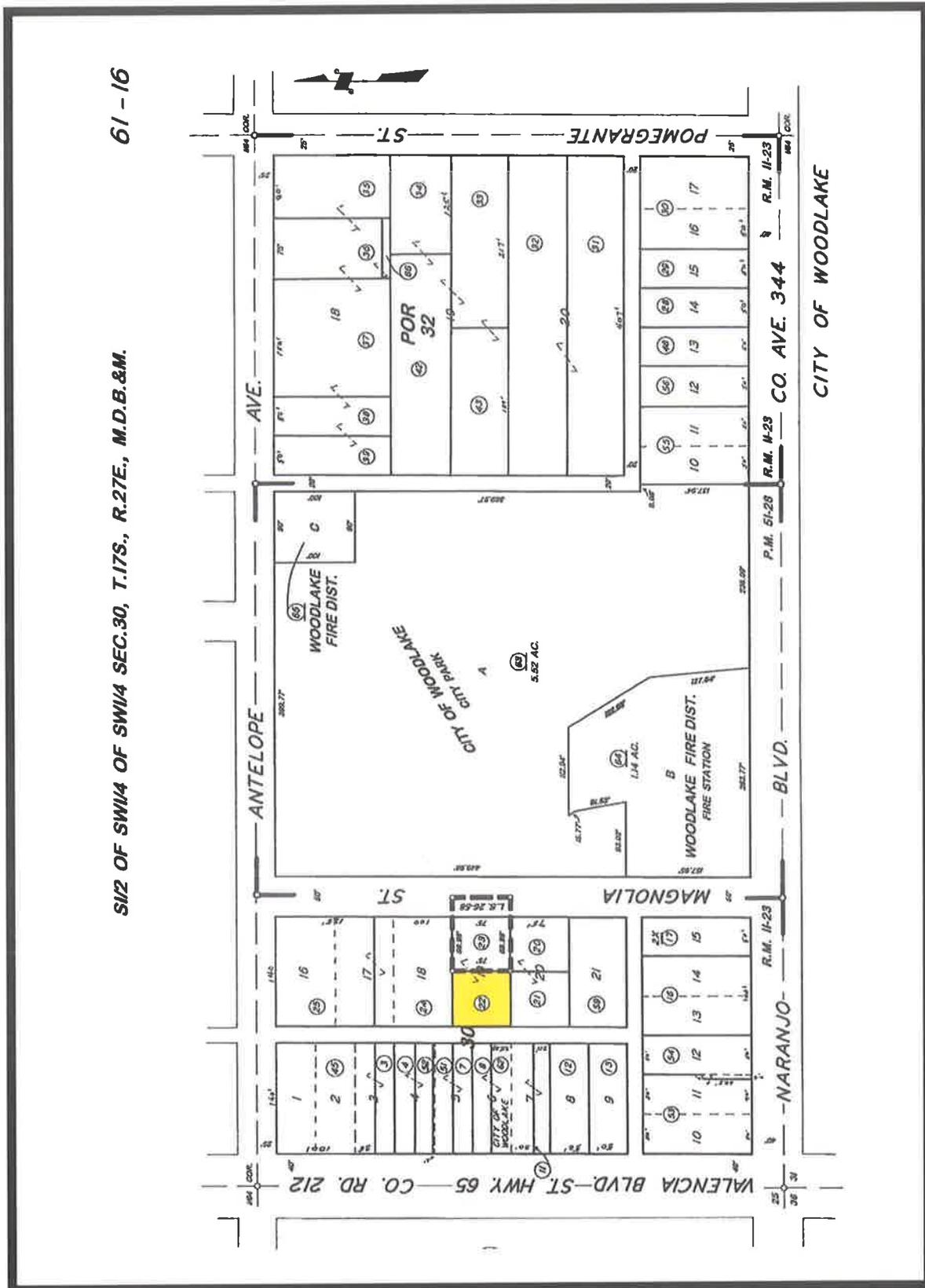
Reference: This individual appraisal is part of a larger report covering multiple properties associated with the City of Woodlake's planned downtown plaza project. All items discussed in the introductory sections of the report, including the appraisal problem being addressed, the basic assumptions and limiting conditions underlying the appraisals, and information about the region and neighborhood area, apply to this appraisal. Any extraordinary assumptions or hypothetical conditions that are specific to just this subject property are indicated below.

Specific Extraordinary Assumptions: None.

Specific Hypothetical Conditions: None.

61 - 16

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





AERIAL PHOTOGRAPH



Street scene looking north along the public alley.
The subject is in the distance on the right.



View of the subject property looking
northeast from the public alley.



View of the house showing its south and west side elevations.



View of the house showing its east and north side elevations.

Property Valuation

Five sales of comparable commercial land properties are selected for use in valuing the subject parcel. These data items are summarized in the comparison grid below followed by a brief narrative discussion of each sale.

LAND SALES COMPARISON GRID <i>Comparable Commercial Land Sales</i>					
	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Location	Magnolia St.	Avenue 328	Naranjo Blvd.	Elmwood Ave.	Visalia Rd.
City	Woodlake	Ivanhoe	Woodlake	Lindsay	Farmersville
APN	061-140-054	107-230-036	060-132-10,11	205-292-07, 09	130-120-009
Buyer	City of Woodlake	Family Dollar	Evergreen Com.	Juan Gutierrez	Wholesale Fuels
Document No.	81477	7913	18019	60353	21093
Sale Date	11/30/2012	2/6/2013	3/21/2013	9/27/2013	4/30/14
Sale Price	\$75,000	\$225,000	\$425,000	\$60,000	\$135,000
Land Area – SF	20,994	43,560	79,532	10,682	20,800
Price / SF	\$3.57	\$5.17	\$5.34	\$5.62	\$6.49
Zoning	CC	C-2	SC	CC / RM-1.5	C-G / R-1-6
Orientation	Corner	Interior	Corner	Interior	Interior
Topography	Level	Level	Level	Level	Level
Utilities	W-S-G-E	W-S-G-E	W-S-G-E	W-S-G-E	W-S-G-E
Off-Sites	Partial C-G-S	None	None	C-G-S	C-G-S
Property Rights	=	=	=	=	=
Financing	=	=	=	=	=
Conds. of Sale	=	=	=	=	=
Market Conds.	+	=	=	=	=
Interim Value	> \$3.57	= \$5.17	= \$5.34	= \$5.62	= \$6.49
Location	=	+	-	-	-
Zoning	=	=	=	+	=
Parcel Size	+	+	+	=	+
Orientation	-	=	-	=	=
Topography	=	=	=	=	=
Utilities	=	=	=	=	=
Off-Sites	-	=	=	-	-
Final Indication	> \$3.57	> \$5.17	≥ \$5.34	< \$5.62	< \$6.49

Sale no. 1 refers to a 20,994 square foot portion of a larger land holding located at the southwest corner of Magnolia Street and Lakeview Avenue, in Woodlake. The property is zoned CC for central commercial uses by the City and it has all public utility services available. It is partially finished with curb, gutter, and sidewalk installed along the Lakeview Avenue frontage, but no such off-sites are in place on the Magnolia Street exposure. The property was purchased by the City of Woodlake in November 2012 for

\$75,000 or \$3.57 per square foot all cash, and they subsequently built the Woodlake Transit Center on the site.

Sale no. 2 is a vacant commercial land parcel located along the north side of Avenue 328 (State Route 216), east of Road 160, in the unincorporated community of Ivanhoe. The property is zoned C-2 by the County of Tulare for general commercial uses. The 43,560 square foot parcel had no off-site improvements in place at the time of sale, but all public utility services were available to the property. The property was purchased in February 2013 for \$225,000 or \$5.17 per square foot. The buyer paid all cash and has since built a new Family Dollar store on the site.



Sale no. 3 consists of two adjoining land parcels located at the southwest corner of Naranjo Boulevard and Pepper Street, in the city of Woodlake. The property was partially improved with an old auto parts store, three old shed buildings, and some asphalt paved yard area on the southerly parcel. The northerly parcel was entirely vacant land. The property has 79,532 square feet of land area. There were no off-site improvements along either street frontage, but all public utilities were available without any lengthy extensions needed. It is zoned SC for service commercial uses by the City of Woodlake. The buyer is a developer who has since built a new Dollar General store under a 15-year lease agreement with the discount retail chain. The land sale closed in March 2013 for \$425,000 or \$5.34 per square foot with the buyer securing institutional financing to help with the acquisition and development.

Sale no. 4 is made up of two land parcels located on the west side of Elmwood Avenue, north of Hermosa Street, in downtown Lindsay. The parcels combine for a total land area of 10,682 square feet. The smaller parcel has 2,234 square feet and is zoned C-C central commercial, while the larger 8,448 square foot parcel is zoned RM-1.5, a multifamily zoning that also allows for office development. All off-site improvements were in place and public utilities are readily available. The property wraps around

the hard corner of the intersection and has frontage along both streets. The buyer is an investor who purchased the property in September 2013 for \$60,000 or \$5.62 per square foot all cash. He had no immediate plans for the using the site.

Sale no. 5 is a vacant land parcel situated on the south side of Visalia Road, west of Farmersville Boulevard, in Farmersville. Visalia Road is a busy commercial corridor that extends through the city. The property contains 20,909 square feet of land area and it is finished with curb, gutter, and sidewalk. All public utilities are also available for easy connection. The northerly three-quarters of the property are zoned C-G for general commercial uses, while the southerly one-quarter of the site is designated R-1-6 for single-family residential development. The property was sold in April 2014 for \$135,000 or \$6.49 per square foot with the buyer paying all cash.

In comparing these sales to the subject property, consideration is given to various elements of comparison that market participants recognize as having an impact on the prices that are paid for this type of property. The comparison grid summarizes how each data item is compared to the subject. A “+” is shown if the data item is inferior to the subject, a “-” is used if the sale is superior, and an “=” sign is indicated if the data item is generally comparable. Not all elements of comparison are weighted equally by the market, however, and in some instances a symbol may reflect a different magnitude of impact of value.

Based on these comparisons, the subject land should be valued above the \$3.57 to \$5.17 per square foot indicated by sale nos. 1 and 2, below the \$5.62 to \$6.49 per square foot reflected in sale nos. 4 and 5, and at a level similar to or slightly above the \$5.34 per square foot of sale no. 3. Considering the definition of market value that applies in this appraisal, a unit value of \$5.50 per square foot is concluded for the subject land. When applied to the 5,250 square feet in the subject parcel, a rounded total rounded property value of \$30,000 results.

Land Size x Value per S.F. = Land Value

5,250 s.f. x \$5.50 = \$28,875 ≈ \$30,000



HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Writer's e-mail address: cspringford@hamner-jewell.com

Writer's Telephone Number: (866) 585-1330

Offices in: *Ventura Pismo Beach Fresno*

January __, 2015

Personal Delivery

Larry Moreno
1912 College Drive
Delano, CA 93215

Subject: City of Woodlake – Woodlake Downtown Plaza Project
Acq. AP# 061-160-022 (Moreno)
OFFER LETTER

Dear Mr. Moreno:

This is to formally present you with an offer on behalf of the City of Woodlake to purchase your property located at 165 N. Magnolia Street, Woodlake, California, which is also known as APN: 061-160-022. Purchase of this property by the City is necessary in conjunction with the proposed Woodlake Downtown Plaza Project.

To ensure that just compensation is offered to you for the purchase of the needed property rights, an independent appraisal has been made. That appraisal has taken into consideration the highest and best use of the affected property, the size of the land, any improvement located thereon, and all other factors that affect just compensation.

On the attached Appraisal Summary Statement, the total compensation figure of \$30,000 represents the total just compensation for the sought property, as established by this recent independent appraisal, and is the amount of the City's offer to you for the purchase of this property.

The City hereby offers to purchase the property on your property for the full amount offered, subject to you conveying the property to the City free and clear of all liens and encumbrances, other than public utility easements and public rights of way. The City would pay all usual and necessary escrow, title, transfer, and recording fees associated with purchase of these property rights.

We hope that you will find this offer acceptable and representative of just compensation and look forward to working with you to finalize this purchase. As the City's authorized representative, I would be happy to work with and assist in finalizing an agreement in any

Larry Moreno
January ___, 2015
Page 2 of 2

way I can. If you have any questions regarding this offer, please contact me at (866) 585-1330. I look forward to your response.

Sincerely,

Gio Morales
Right of Way Agent

Enclosures: Appraisal Summary Statement
Grant Deed
Right of Way Agreement
Pamphlet "When a Public Agency Acquires Your Property"

cc: Ramon Lara, City of Woodlake (w/enclosures)

APPRAISAL SUMMARY STATEMENT

BASIC DATA

PROJECT:	City of Woodlake – Woodlake Downtown Plaza Project	
PARCEL NO.:	061-160-022	
OWNER:	Larry Moreno	
PROPERTY LOCATION:	165 N. Magnolia St., Woodlake, California	
APPLICABLE ZONING:	Central Commercial (CC)	
CURRENT USE OF SUBJECT PROPERTY:	Single Family Residence	
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Future Commercial	
DATE OF VALUATION:	October 21, 2014	
TOTAL PROPERTY AREA:	5,250 ± square feet	
PROPERTY TO BE ACQUIRED:	ALL [X]	PART []
Fee Simple:	5,250± sq. ft. – See attached deed	
IMPROVEMENTS TO BE ACQUIRED:	Single Family Residence	

BASIS OF APPRAISAL

The market value for the property to be acquired is based upon an appraisal done by a certified and state-licensed appraiser, which was prepared in accordance with accepted appraisal principles and procedures.

Recent sales of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the subject property is capable of producing. There are three approaches to value:

1. The Market Approach for the subject property is based on the consideration of comparable commercial land sales which sold within a reasonable time prior to the date of valuation, at a range of \$3.57 to \$6.49 per square foot land value only. The principal transactions used as comparable sales relied upon as the basis for supporting the determination of value are attached to this Appraisal Summary Statement.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

VALUATION

Fee Simple:

5,250 sq. ft. @ \$5.50 per square foot = \$28,875.00.

Total Value: \$28,875.00

Improvements: Boarded up single family residence \$0

Total Improvement Value: \$0

Severance Damages: None \$0

Benefits: None \$0

Total Net Damages/Benefits: \$0

Total Just Compensation for this Acquisition: \$30,000.00 Rounded

THIRTY THOUSAND DOLLARS (\$30,000)

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state laws and has been derived from a formal appraisal prepared by a state-licensed real estate appraiser, which includes supporting sales data and other documentation. The appraisal is hereby confirmed approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

City of Woodlake

Approved for Purchase Offer and Acquisition:

By: _____ Date: _____

Name: Ramon Lara
Title: City Administrator

- Attachments:
- Comparable Sale List
- Copy of Grant Deed

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Project: City of Woodlake –Woodlake Downtown Plaza Project
AP#: 061-160-022 (Moreno)

The City of Woodlake (“City”) is proposing to construct the Woodlake Downtown Plaza Project. Your property, located at 165 N. Magnolia Street, Woodlake, California, is in the project area.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired include a fee acquisition of 5250 ± square feet and all improvements thereon and are described in the attached Deed.
4. The market value of the property being purchased is based upon a market value appraisal which is summarized on the attached Appraisal Summary Statement and such amount:
 - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
 - b. Is not less than the approved appraisal of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Civil Code of Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of \$5,000 subject to the following conditions:
 - a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to your contract with an appraiser.
 - b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.
 - c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.
 - d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.
 6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.
 7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Section 1263.510 and 1263.520 of the Code of Civil Procedure.
 8. If you ultimately elect to reject this offer for the purchase of your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
-

City of Woodlake – Woodlake Downtown Plaza Project – Moreno
 AP 061-160-022
 Comparable Sales List

LAND SALES COMPARISON GRID <i>Comparable Commercial Land Sales</i>					
	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Location	Magnolia St.	Avenue 328	Naranjo Blvd.	Elmwood Ave.	Visalia Rd.
City	Woodlake	Ivanhoe	Woodlake	Lindsay	Farmersville
APN	061-140-054	107-230-036	060-132-10,11	205-292-07, 09	130-120-009
Buyer	City of Woodlake	Family Dollar	Evergreen Com.	Juan Gutierrez	Wholesale Fuels
Document No.	81477	7913	18019	60353	21093
Sale Date	11/30/2012	2/6/2013	3/21/2013	9/27/2013	4/30/14
Sale Price	\$75,000	\$225,000	\$425,000	\$60,000	\$135,000
Land Area – SF	20,994	43,560	79,532	10,682	20,800
Price / SF	\$3.57	\$5.17	\$5.34	\$5.62	\$6.49
Zoning	CC	C-2	SC	CC / RM-1.5	C-G / R-1-6
Orientation	Corner	Interior	Corner	Interior	Interior
Topography	Level	Level	Level	Level	Level
Utilities	W-S-G-E	W-S-G-E	W-S-G-E	W-S-G-E	W-S-G-E
Off-Sites	Partial C-G-5	None	None	C-G-5	C-G-5
Property Rights	=	=	=	=	=
Financing	=	=	=	=	=
Conds. of Sale	=	=	=	=	=
Market Conds.	+	=	=	=	=
Interim Value	> \$3.57	= \$5.17	= \$5.34	= \$5.62	= \$6.49
Location	=	+	-	-	-
Zoning	=	=	=	+	=
Parcel Size	+	+	+	=	+
Orientation	-	=	-	=	=
Topography	=	=	=	=	=
Utilities	=	=	=	=	=
Off-Sites	-	=	=	-	-
Final Indication	> \$3.57	> \$5.17	≥ \$5.34	< \$5.62	< \$6.49

RECORDED REQUESTED BY:
Hamner, Jewell & Associates
Government Real Estate Services

AND WHEN RECORDED, MAIL TO:
City of Woodlake
Attn: City Administrator
350 N. Valencia Boulevard
Woodlake, CA 93286

APN: 061-160-022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Larry Moreno ("Grantor"), hereby grants to the City of Woodlake, a Municipal Corporation, State of California, ("Grantee"), all that real property in the City of Woodlake, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

Executed this _____ day of _____, 2015

GRANTOR:

Larry Moreno

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 Larry Moreno, 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, GOV'T CODE SECTION 27281

This is to certify that the City of Woodlake, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the within deed from Larry Moreno and consents to the recordation thereof.

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

City of Woodlake

By: _____

Name: _____

Title: _____

PARCEL NO.: APN: 061-160-022 (Moreno)

PROJECT: City of Woodlake – Woodlake Downtown Plaza Project

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

Larry Moreno,

hereinafter called collectively "Grantor", and

City of Woodlake, a Municipal Corporation,

hereinafter called "City."

An instrument in the form of a Grant Deed ("Deed"), covering the property particularly described therein, has 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 document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed Woodlake Downtown Plaza Project.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$30,000 (Thirty Thousand Dollars) as consideration in full for the herein real property interests and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed 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 escrow, 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.

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 harmless and reimburse City 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. POSSESSION – Except as provided herein, shall retain possession of the property conveyed up to and including the date of recording of the Instrument conveying title to City, upon which date possessory rights shall pass to City.

D. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow for the purposes of preparation for and construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the real property described in Exhibit A ("Real Property"), Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Real Property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Real Property which may have occurred prior to Grantor taking title to the portion of the Real Property purchased hereunder.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the Real Property.

Grantor has not used the Real Property for any industrial operations that use hazardous substances. Grantor is not aware of any such prior use of the Real Property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps,

impoundments or other containers used to contain hazardous substances on any part of the Real Property. Grantor is not aware of any such prior installations.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at First American Title Company. This Agreement constitutes the joint escrow instructions of City and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of Escrow Agent. City and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
 - a. Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title;
 - b. Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
 - c. Disburse funds and deliver and record Deed only when conditions of this escrow have been fulfilled by City and Grantor.
 - d. Following recording of the Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$30,000 issued by First American Title Company showing that title to the herein real property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - i. Real Property Taxes for the fiscal year in which escrow closes.
 - ii. Item Nos. 3,4,6 of the preliminary title report issued by First American Title Company, dated December 16, 2014, referenced as Order No. 4001-4790341(LI).
- ii) CLOSE OF ESCROW - The term "close of escrow," if and where written in these instructions, shall mean the date necessary instruments of

conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. 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 Deed 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.

C. 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.

D. 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.

E. 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.

F. 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.

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

H. 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:

GRANTOR'S MAILING ADDRESS:

171 East Antelope Avenue
Woodlake, CA 93286

By _____
Ramon Mariscal

By _____
Myrna Mariscal

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By _____
Name:
Title:

By _____
Name:
Title:

MAILING ADDRESS OF CITY:

CITY OF WOODLAKE

350 N. Valencia Boulevard
Woodlake, CA 93286

By _____
Name:
Title:

ATTEST:

By _____
City Clerk

City of Woodlake – Woodlake Downtown Plaza Project – Moreno
APN 061-160-022
Legal Description

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Woodlake, County of Tulare, State of California, described as follows:

THE WEST HALF OF LOT 19 IN BLOCK 30 OF THE CITY OF WOODLAKE, IN THE TOWN OF WOODLAKE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 23 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 061-160-022



HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Writer's e-mail address: cspringford@hamner-jewell.com

Writer's Telephone Number: (866) 585-1330

Offices in: Ventura Pismo Beach Fresno

TITLE ACCEPTANCE FORM

Directions: *Client (Buyer) to complete and return. Identify title encumbrances that are acceptable, to which new rights will be acquired "subject to," by placing an 'X' in Column II below, adjacent to each applicable listed title exception. For items that are not acceptable and must be cleared prior to the closing of the purchase transaction, place the 'X' in column III below.*

PROJECT: Woodlake Downtown Plaza Project

PARCEL: Larry Moreno
AP# 061-160-022

Preliminary Title Report # 4001-4790341 (LI), dated December 16, 2014, First American Title Company (See attached)

<u>I</u> Listed Title Exceptions	<u>II</u> Exception Accepted	<u>III</u> Clearance Required
1. Property taxes 2014-2015		X
2. The lien of defaulted taxes of \$2,105.86 for the fiscal year 2009-2010 and any subsequent delinquencies.		X
3. Lien of supplemental taxes, if any	X	
4. Any and all offers of dedication, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description	X	
5. Deed of trust \$21,374.65 - beneficiary is Public Finance of California (1981)		X
6. Land lies within the project area of the Woodlake Redevelopment Agency (1995)	X	
7. Deed of trust \$78,000.00 - beneficiary is Washington Mutual Bank (2007)		X
8. Right, title or interest of Aurora Moreno per document recorded 6/26/07 as Instrument #07-		X

59131		
9. Any right, title or interest of spouse/domestic partner		X
10. Exceptions relating to similar names		X

Note: Please have your engineers review this report (and the associated recorded title documents) and confirm that there are no physical conflicts between your planned project improvements and existing easement and other rights held by other entities.

This is to confirm that it is the intent of the undersigned agency to acquire title to the property rights sought in the referenced parcel(s) subject to each of the items listed in Column II above. Hamner, Jewell & Associates, and escrow, if applicable, are hereby requested to pursue subordinations, partial reconveyances, quitclaims or other applicable releases in order to clear any items marked in Column III, above, prior to closing.

Agency Name: City of Woodlake

By _____
 Name: Ramon Lara
 Title: City Administrator

Date _____



First American Title

First American Title Company

899 Pacific Street
San Luis Obispo, CA 93401

Cathy Springford
Hamner, Jewell & Associates
330 James Way, Suite 150
Pismo Beach, CA 93449-2880
Phone: (805)773-1459
Fax: (805)773-2418

Customer Reference:

Order Number: 4001-4790341 (LI)

Title Officer:

Lisa Irot

Phone:

(805)786-2042

Fax No.:

(866)397-7092

E-Mail:

lirot@firstam.com

Property:

165 North Magnolia Street
Woodlake, CA 93286

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit A attached. *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 Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of December 16, 2014 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2010) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

LARRY MORENO

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	\$150.75, DELINQUENT
Penalty:	\$15.08
Second Installment:	\$150.75, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-006
A. P. No.:	061-160-022

2. The lien of defaulted taxes for the fiscal year 2009-2010, and any subsequent delinquencies.

Tax Rate Area:	007-006
A. P. No.:	061-160-022
Amount to redeem:	\$2,085.68
Valid through:	DECEMBER 2014
Amount to redeem:	\$2,105.86
Valid through:	JANUARY 2014

Please contact the tax office to verify the payoff amount.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
5. A deed of trust to secure an original indebtedness of \$21,374.65 recorded November 16, 1981 as INSTRUMENT NO. 81-53956 OF OFFICIAL RECORDS.

Dated: November 11, 1981
Trustor: ALBERTO MORENO, SR. AND ISABELLA MORENO, HUSBAND AND WIFE
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
Beneficiary: PUBLIC FINANCE OF CALIFORNIA

Affects: The land and other property.

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

6. The fact that the land lies within the boundaries of the WOODLAKE Redevelopment Project Area, as disclosed by the document recorded July 07, 1995 as INSTRUMENT NO. 1995-43292 of Official Records.
7. A deed of trust to secure an original indebtedness of \$78,000.00 recorded June 26, 2007 as INSTRUMENT NO. 07-59131 OF OFFICIAL RECORDS.

Dated: June 12, 2007
Trustor: LARRY MORENO AND AURORA MORENO
Trustee: CALIFORNIA RECONVEYANCE COMPANY, A CALIFORNIA CORPORATION, AND ITS SUCCESSORS IN TRUST AND ASSIGNS
Beneficiary: WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION AND ITS SUCCESSORS OR ASSIGNS

Affects: The land and other property.

The above deed of trust states that it secures an equity line/revolving line of credit.

8. Any right, title or interest of AURORA MORENO, as disclosed by the document recorded June 26, 2007 as INSTRUMENT NO. 07-59131 of Official Records.
9. Any right, title or interest of the spouse or domestic partner (if any) of any vestee herein.
10. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as LARRY MORENO (3 MATTERS) AND ISABEL R. MORENO (1 MATTER). The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

Prior to the issuance of any policy of title insurance, the Company will require:

11. A deed from the spouse of any married vestee herein be recorded in the public records, or the joinder of the spouse of any married vestee named herein on any conveyance, encumbrance or lease to be executed by the vestee.

The deed should contain the following statement:

"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 165 NORTH MAGNOLIA STREET, WOODLAKE, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

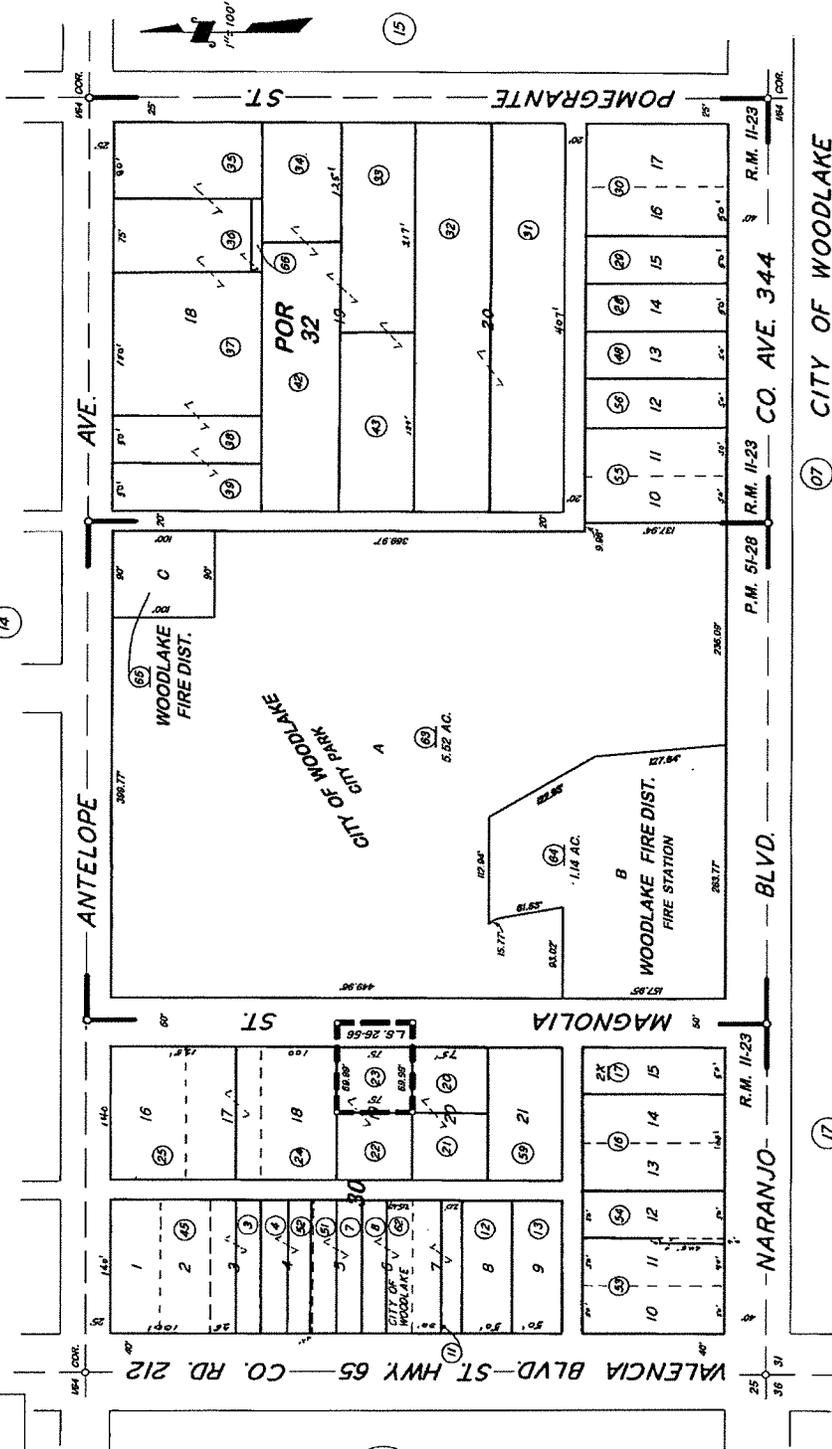
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

61-16

TAX CODE AREA
007-006

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

DISCLAIMER
THIS MAP IS A PUBLIC RECORD AND IS NOT A WARRANTY OF TITLE. THE PARCELS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. THE PARCELS SHOWN HEREON ARE NOT TO BE USED FOR ANY OTHER PURPOSES. LOCAL SUBDIVISION ORDINANCES, NO LIABILITY IS ASSUMED FOR THE USE OF THE INFORMATION HEREON.
REVISED: 09/18/2012
REASON: 2011-001022
CAD TECH: NPL



07 CITY OF WOODLAKE
ASSESSOR'S MAPS BK. 61, PG. 16
COUNTY OF TULARE, CALIF.

17 PARCEL MAP NO. 5022, P.M. 51-28
RECORD OF SURVEY, L.S. 26-56
TOWN OF WOODLAKE R.M. 11-23

NOTE - ASSESSOR'S BLOCK NUMBERS SHOWN IN ELLIPSES
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

3-22-03 C.S.
2-18-02 C.S.

City of Woodlake

AGENDA ITEM V-B

June 8, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolutions: 1) Requesting Action by Congress on Drought Conditions 2) Requesting action by the Governor of California on Drought Conditions

BACKGROUND:

California is currently experiencing a historical drought and the impacts of the drought are being felt in the Central Valley. On January 17, 2014, the Governor proclaimed a statewide emergency due to drought conditions in California. At the May 26, 2015 City Council Meeting, the City of Woodlake proclaimed the existence of a local drought emergency.

DISCUSSION:

California is currently experiencing unprecedented drought conditions. In response to these conditions, the Governor proclaimed a statewide emergency and the City of Woodlake also proclaimed the existence of a local drought emergency.

The Woodlake City Council has requested that two resolutions that address the Governor and Congress regarding current drought conditions be presented.

Among other things, the resolution to Congress addresses the negative impacts of this year's zero water supply allocation, the impact of drought conservation measures, the desire for a more balanced implementation of the Endangered Species Act as it relates to water, and the importance of legislation passed by the House of Representatives.

The resolution addressed to the Governor addresses current drought conditions in Woodlake and the Valley, the impact of the drought on farmers, the use of environmental water, and requests that the Governor take action by making changes in Delta water operations in a way that would supply additional water to urban and agricultural users by curtailing water supplies dedicated to the environment.

The full text of each resolution is attached with this item.

RECOMMENDATIONS:

City Council can choose to adopt both resolutions, adopt one resolution, or make changes to either resolution.

FISCAL IMPACT:

No impact on the general fund.

ATTACHMENTS:

Resolution: Adoption of a Resolutions: 1) Requesting Action by Congress on Drought Conditions 2) Requesting action by the Governor of California on Drought Conditions

THEREFORE, BE IT RESOLVED that the City of Woodlake has a direct and keen interest in the development of legislation that rectifies the mismanagement of the Delta and ensures that a zero-allocation for Friant Division contractors will not occur in the future.

BE IT FURTHER RESOLVED that action in Congress must be taken immediately if another year of regulatory drought is to be avoided.

BE IT FURTHER RESOLVED that the City of Woodlake applauds members of the House of Representatives for passing three comprehensive bills in the last four years that would have fixed the management problems in the Delta that have led to the Friant Division's zero allocation: the Sacramento-San Joaquin Valley Water Reliability Act (H.R. 1837), the California Emergency Drought Act (H.R. 5781), and the Sacramento-San Joaquin Valley Emergency Water Delivery Act (H.R. 3964).

BE IT FURTHER RESOLVED that the City of Woodlake urges California's delegation to both Houses of Congress to negotiate a joint drought relief measure that can be adopted by both houses of Congress and signed by the President.

BE IT FURTHER RESOLVED that the City Council of the City of Woodlake expresses support for the positions taken in the "Allied Growers Letter" to members of Congress dated July 10, 2014, signed by a number of the San Joaquin Valley's farming leaders.

BE IT FURTHER RESOLVED that the City Council of the City of Woodlake supports repealing the San Joaquin River Settlement or reworking it into a manageable proposal that guarantees the delivery of water to end users year round.

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 June 8, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

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

In the matter of:

REQUESTING ACTION BY THE GOVERNOR) Resolution No.
OF CALIFORNIA ON DROUGHT)
CONDITIONS)

Councilmember _____, offered the following resolution and moved its adoption. Requesting action by the Governor of California on drought conditions.

WHEREAS, the City Council of the City of Woodlake is acutely aware of the importance of a reliable, secure and safe water supply to the health, prosperity, and well-being of its citizens. Further, the City Council understands that, not only its own water supply, but that of the entire surrounding region, has a direct impact on the City; and

WHEREAS, a local emergency presently exists in the City of Woodlake in accordance with the proclamation by the City Council of the City of Woodlake on the 26th day of May, 2015 as a result of the ongoing drought; and,

WHEREAS, on January 17, 2014 the Governor proclaimed a statewide emergency due to unprecedented drought conditions in California; and

WHEREAS, on the 27th day of March, 2015, the Governor signed emergency legislation – AB 91 and AB 92 – that fast-tracks more than \$1 million in funding for drought relief and critical water infrastructure projects; and

WHEREAS, this Council appreciates the Governor’s efforts to deal with this statewide emergency and crisis; and

WHEREAS, local and statewide resources continue to be inadequate to cope with the effects of said emergency; and

WHEREAS, of California’s total developed water supply 82.5 million acre-feet, 47.8% is being made available to environmental purposes, 41.5% is designated for agricultural uses and 10.7% is allocated to urban uses; and ; and

WHEREAS, all beneficial uses and users within California have been curtailed – in part or in whole – by the State Water Board or local and regional allocation and entitlement decisions in reposed to the drought; and

WHEREAS, on average, agricultural water supplies between Redding and Bakersfield have been reduced by 70%, with 31% of California’s irrigated farmland, or 2,831,000 acres, receiving zero water supply allocations; and 52.8% of the state’s irrigated farmland receiving 20% or less of normal surface water supplies; and

WHEREAS, water made available by the State of California for environmental purposes has remained unregulated and, in many cases, has resulted in urban and agricultural users losing potential water supplies to keep environmental uses “whole”; and

WHEREAS, 2015 is the second consecutive year in which Central Valley Project contractors have endured zero water supply allocations, which agricultural contractors and users are being most negatively affected; and

WHEREAS, that these circumstances compel the City of Woodlake to request the Governor to take even more stringent actions to be directed at reducing the state’s water consumption by imposing curtailments of water supplies currently dedicated to the environment and fishery habitat that are comparable to those now being mandated and burdening urban and agricultural contractors and users; and

THEREFORE, BE IT RESOLVED that the City of Woodlake requests that the Governor direct the State Water Board to take action making changes in Delta water operations necessary to provide additional water supplies for urban and agricultural users; and

That the Governor be requested to meet and confer with the U.S. Department of the Interior and the U.S. Department of Commerce to exercise the greatest possible flexibility in biological options regulating operations affecting endangered species under the federal Endangered Species Act; and

That the Governor be requested to be supportive of Congressional legislative efforts being undertaken by Senator Feinstein to enact federal drought legislation that would benefit water supply availability Woodlake and the San Joaquin Valley; and

That the Governor be requested to notify this City Council of any and all actions, orders, negotiations and discussion undertake on behalf of advancing the points enumerated about, and

That the Governor be requested to continue to make available any and all State assistance programs and seek additional Federal assistance programs to provide relief to the individuals, growers, businesses, public agencies, and private agencies that were harmed by this disaster; and

That a copy of this resolution be forwarded to the Governor of California, the State Water Resources Control Board and the Director of the State Office of Emergency Services.

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 June 8, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-C

June 8, 2015

Prepared by Greg Collins, City Staff

SUBJECT:

Action: 1) Uphold the Planning Commission's recommendation on General Plan Amendment 15-01 by passing Resolution No. 15 - amending the Woodlake General Plan from low density residential to medium density residential (see Exhibit A, General Plan Amendment 15-01);

2) Uphold the Planning Commission's recommendation on Zoning Ordinance Amendment 15-01 by introducing Ordinance No. amending the Woodlake Zoning Ordinance reclassifying approximately 14.48 acres from the R-1-7 and UR districts to the PD- R-1-7 (single family residential, planned development) overlay district (see Exhibit B, Zoning Ordinance Amendment 15-01).

3) Uphold the Planning Commission's recommendation on Tentative Subdivision Map 2015-01 by passing Resolution No. 15 - with the following conditions:

1. The applicant shall enter into a Subdivision Agreement with the City of Woodlake prior to the recordation of the final subdivision map.
2. The applicant shall construct said subdivision consistent with Exhibit A, the subdivision map.
3. That Self-Help Enterprises comply with the city engineer's attached conditions.
4. Self-Help Enterprises shall provide plot plans and elevation drawings for the homes to be constructed in the subdivision. The following building design standards shall be required within Subdivision 15-01.
 - a. Double-frontage homes will be constructed on all corner lots in the subdivision.
5. A 5-foot parkway shall be installed along all internal streets as well as along Wutchumna Avenue. The parkway shall only be planted with city-approved street trees. Two bubblers shall be provided for each tree.
6. That the developer be required to install front yard landscaping, and side yard landscaping for corner lots, on all lots within the subdivision. Said landscaping and irrigation plans shall be reviewed and approved by the city planner.

7. The applicant shall submit a grading and drainage plan to the city engineer for review and approval.
8. A 6-foot block wall shall be installed along the west property line of the subdivision, as well as around the south and 1/2 of the east lot line of Lot B - storm pond lot, and the north lot line of lot no. 1.
9. The applicant shall comply with the recommendations of the Woodlake Fire District pertaining to the location of fire hydrants.
10. The applicant shall construct improvements, including curbs, gutters, sidewalks, and streets consistent with Woodlake's improvement standards.
11. The applicant shall dedicate all street rights-of-way to the City of Woodlake as a certificate on the final subdivision map.
12. All sewer, water and storm drainage improvements shall be installed consistent with the Woodlake improvement standards.
13. The applicant shall form a landscaping and lighting district. The city engineer and city administrator shall determine the improvements that will be maintained by this district.
14. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map. The final subdivision map shall include the following:
15. Street lights shall be installed at locations specified by the City Engineer. The streetlights shall be a decorative streetlight recommended by Southern California Edison Company.
16. All on-site utility lines and poles shall be placed underground.
17. The subdivider shall comply with the city engineer's recommendation regarding the Caltran's requirements for improvements along Valencia Boulevard.

4) Uphold the Planning Commission's recommendation on Density Bonus 15-01 by introducing Ordinance No.

BACKGROUND:

Applicant: Self-Help Enterprises

Location: The subject territory is located on the north side of Woodlake. The subject property is located on the east side of State Highway 216 generally situated between Wutchumna and Sierra Avenues in Woodlake. The APN for the subject site is APN 061-020-034, containing 14.48 acres.

Request: The applicant is seeking approval of four planning requests. They are:

1. Amend the Woodlake General Plan to redesignate the subject territory from the "low density residential" to "medium density residential" designation. This amendment will permit the developer to increase the residential density on the project site by increasing the number of developable lots.
2. Amend the Woodlake Zoning Ordinance, reclassifying approximately 14.48 acres from the R-1-7 (single family residential, one unit per 7,000 square feet) and UR (urban reserve) districts to the PD- R-1-7 (single family residential, planned development) overlay district. The Planned Development overlay district grants the sub-divider design flexibility as it pertains to lot size, street width, and setback distances. Using the overlay district, the sub-divider can be more creative in the design of the subdivision.
3. Approval of a Density Bonus consistent with Sections 65915-65918 of the California Government Code and Chapter 17.58 of the Woodlake Zoning Ordinance which states: "that when an applicant seeks a density bonus for a housing development the density bonus requirements are triggered when the residential development sets aside at least 20 percent of the total units as affordable to low-income households; or at least 10 percent of the total units as affordable to very low-income households; or at least 50 percent of the units for occupancy by "qualifying residents" (senior citizens)".
4. Approval of the tentative subdivision map for a 70-lot single family residential subdivision that will also include three specialized lots - Lot-A, a half-acre centrally located park; Lot-B, a half-acre pocket park/storm drainage retention pond; and Lot-C, a pedestrian access way.

Sewer: Sewer is available to the subject territory from Wutchumna Avenue.

Water: Water is available to the subject territory from Wutchumna Avenue.

Road Improvements: The applicant is proposing to widen the south side of Wutchumna Avenue and install sidewalk, landscaping/irrigation and a 6-foot block wall along the east side of Valencia Boulevard.

Storm Drainage: Storm water will be retained on site. Most of the storm water runoff will be retained on Lot B - a park/pond facility located in the southwest corner of the subject property.

Zone: The subject territory is zoned R-1-7 and UR. The applicant is requesting to rezone the entire subject site to the R-1-7 zone and combine it with the Planned Development (PD) overlay district. Surrounding zone classifications are as follows:

North: R-1-7 (single family residential, one unit per 7,000 square feet) and A-1 (agriculture)

South: R-1-7 and R-2 (multi-family residential, one unit 3,000 square feet)

West: R-1-7 (single family residential, one unit per 7,000 square feet)

East: R-1-7 (single family residential, one unit per 7,000 square feet)

General Plan: The Woodlake Land Use Element designates the subject territory as low density residential. The Circulation Element designates State Highway 216 as an arterial roadway.

Land Use: The subject site is currently vacant. Surrounding land uses are as follows:

North: rural residences and vacant land
South: Single-family dwelling and apartments
East: single family dwelling
West: single family dwellings

Access: Wutchumna Avenue will provide access to the site: a paved two-lane road with a right of way of 50 feet.

Services: Police protection is provided by the City of Woodlake and fire protection by the Woodlake Fire District.

CEQA: As proposed, the project will not have a significant impact on the environment. A negative declaration has been prepared on this project.

DISCUSSION:

The Planning Commission held a public hearing on the aforementioned planning applications at their 4-15-15 meeting. The applicant, Self-Help Enterprises, spoke in favor of their applications as well as responded to questions surfaced by the Commission and staff. Nobody spoke in opposition to the project.

The Commission did surface questions regarding the city's water supply. Staff indicated that the city's system was adequate to handle the 70 additional homes that would be constructed. Self-Help indicated that the homes would occur over a long period of time because the families who will eventually occupy the units will construct the homes. Self-Help stated that 8 to 12 homes would be constructed at a time until the entire subdivision has been completed.

Staff had recommended a "design condition" that required all garages be setback from the face of the house. The purpose of this condition was two-fold. One, provide for a longer driveway, which would allow more cars to be parked off the street; and two, the front of the house would be accentuated rather than the garages. Self-Help indicated that this would make for a more expensive home. The Commission agreed with Self-Help and this condition was eliminated from the conditions of approval for the tentative subdivision map.

After the Planning Commission had concluded their public meeting on the Self-Help project, the City received a letter from Caltrans, District 6, commenting on the Self-Help project. They recommended a number of conditions that should be applied to the project. These recommended conditions are detailed in their letter dated April 30th, which is attached to this report. Specifically, they wanted a traffic analysis for the intersection of State Route 245 and Wutchumna Avenue. Further, they wanted a 12-foot right-of-way dedication along the east side of

Valencia Boulevard in order to facilitate future road widening. Caltrans also wishes to enter into a maintenance agreement with Woodlake for the long-term maintenance of this segment of Valencia Boulevard.

Self-Help Enterprises completed a traffic study for its proposed subdivision. Planning and engineering staff met with Self-Help Enterprises to discuss the Caltrans letter and the traffic study. The findings from this meeting were that the three parties - Self-Help Enterprises, Caltrans and the City of Woodlake, represented by the city engineer, would settle on an agreement (condition) regarding the required improvements along Valencia Boulevard. At the time of this writing, final negotiations had not been completed but will be presented at the Council meeting on June 8th.

A detailed discussion of each planning application is provided below.

General Plan Amendment 15-01

The subject territory is designated low density residential by the Land Use Element of the Woodlake General Plan. The Plan permits up to five dwelling units per acre, or 14 persons per acre. As proposed, the proposed project could exceed this density figure and for this reason, staff is recommending that the general plan be amended to redesignate the subject property to medium density residential, which allows up to 15 units per acre.

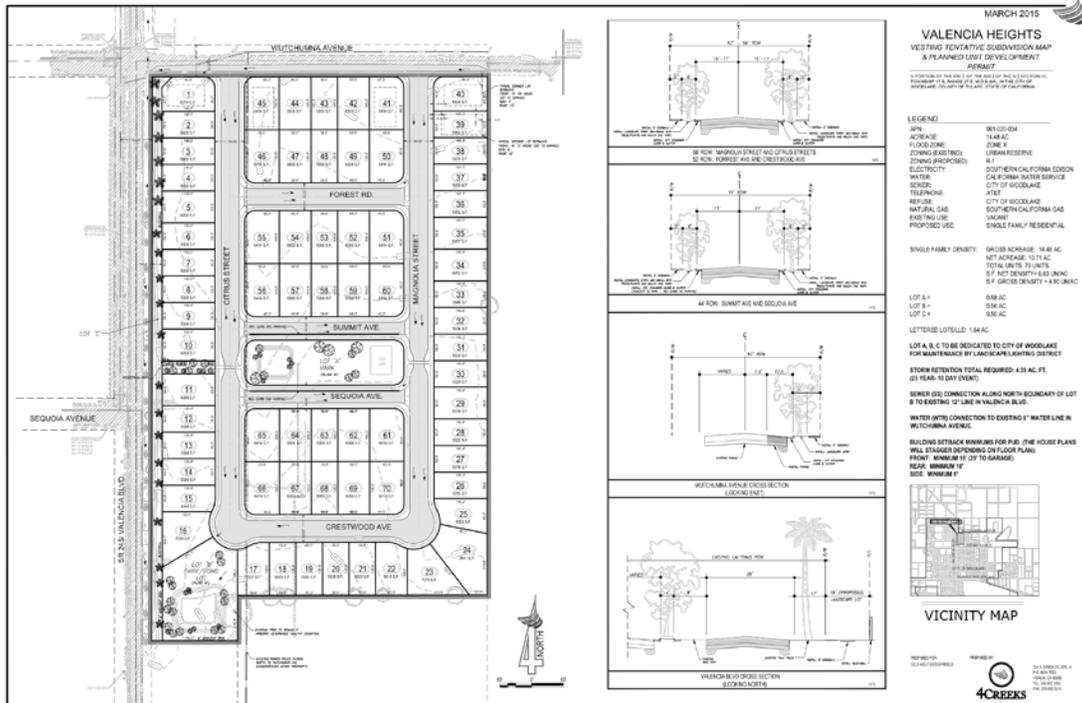
General Plan Amendment 15-01 will serve to implement many of the policies and action programs of the Woodlake Housing Element. Generally small residential lots support more affordable housing that then in turn becomes affordable to low-to moderate-income households.

Zoning Ordinance Amendment 15-01

To implement General Plan Amendment 15-01, the subject property needs to be rezoned to a district that is consistent with the medium density residential designation. Staff has concluded that the appropriate zone is the R-1-7 (single family residential, one unit per 7,000 square feet) district combined with the Planned Development (PD) overlay district. The R-1-7 district permits up to 6 units per gross acre. With a density bonus (discussed later in this report) of up to 25 percent (as per Section 65915-65918 of the Government Code), the project could have a density of up to 7.5 units per acre. The Planned Development overlay district grants the sub-divider design flexibility as it pertains to lot size, street width, and setback distances. Using the overlay district, the sub-divider can be more creative in the design of the subdivision.

Tentative Subdivision Map

Self-Help Enterprises is proposing a 70-lot single family residential subdivision that will also include three specialized lots - Lot-A, a half-acre centrally located park; Lot-B, a half-acre pocket park/storm drainage retention pond; and Lot-C, a pedestrian access way. The subdivision is designed using a grid pattern with streets running east/west and north/south. Vehicular access is provided at two locations along Wutchumna Avenue; a pedestrian access point from Valencia Boulevard.



The average lot size will be approximately 6,665 square feet; the smallest lot will be 5,000 square feet and the largest will be 8,527 square feet.

The width of the subdivision's roadways will vary in width from 32 feet to 36 feet curb to curb. Wutchumna Avenue, which is the only city street that will provide access to the subject property, will be widened on the south side of the avenue. Valencia Boulevard (SR 245) will not be widened because the city wishes to protect the mature palm trees that line the east side of the subject site from being removed. As a condition of approval, Self-Help will be required to install a curve-linear sidewalk just east of the palm trees so that pedestrians can walk and ride along the east side of Valencia Boulevard. This sidewalk system will tie into the subdivision's sidewalk system through a pedestrian pass-through located about midpoint on the property's west boundary.

The applicant is proposing a 5-foot parkway that will be lined with street trees. These trees will serve to improve the aesthetics of the subdivision and reduce the ambient temperature throughout the subdivision.

Density Bonus 15-01

Chapter 17.58 of the Woodlake Zoning Ordinance outlines the requirements for a developer to receive a Density Bonus as per Sections 65915-65918 of the California Government Code. Chapter 17.58 states: "that when an applicant seeks a density bonus for a housing development the density bonus requirements are triggered when the residential development sets aside at least 20 percent of the total units as affordable to low-income households; or at least 10 percent of the total units as affordable to very low-income households; or at least 50 percent of the units for occupancy by "qualifying residents" (senior citizens)".

Chapter 17.58 also indicates that development concessions or incentives may be provided by the City of Woodlake including, a reduction in site development standards or a modification of zoning code requirements (including a reduction in setbacks, square footage requirements, or parking spaces; or architectural design requirements which exceed the minimum building standards).

A project that receives a density bonus and concession or incentive must retain affordability of the units for at least 30 years. As per Chapter 17.58 of the Zoning Ordinance, Self-Help Enterprises has applied for a density bonus of 25 percent. In other words, instead of an average lot size of 7,500 square feet under the PD-R-1-7 district, a density bonus would permit an average lot size of 5,625 square feet. Self-Help is proposing a 70-lot subdivision that has an average lot size 6,665 square feet.

RECOMMENDATIONS:

Staff is recommending approval of the above planning requests based on the following findings:

1. The subject territory is within the Woodlake's city limits.
2. The subject property is bounded on three sides by residential development.
3. The subject property is within the service area of the Woodlake Fire District.
4. The property is within Woodlake's sewer, water and storm drainage master plan service areas.
5. A negative declaration was approved indicating that the project would not have an adverse impact on the environment.
6. The redesignation and rezoning of the subject property will not have an adverse impact on the public's health and safety.
7. The proposed subdivision along with the density bonus serves to implement many of the policies and objectives of the Woodlake Housing Element.

FISCAL IMPACT:

Additional city services will be required to serve this residential subdivision. This will be off set by property taxes, building permit fees and development impact fees.

ATTACHMENTS:

1. Resolution: Uphold General Plan Amendment
2. Ordinance: Uphold Zoning Ordinance Amendment
3. Resolution: Uphold Tentative Subdivision Map
4. Ordinance: Uphold Density Bonus Ordinance Amendment
5. Caltrans Letter

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

In the matter of:

A RESOLUTION OF THE CITY)	Resolution No.
COUNCIL OF THE CITY OF)	
WOODLAKE APPROVING)	
GENERAL PLAN AMENDMENT 15-01)	
SELF-HELP ENTERPRISES)	

Councilmember _____, offered the following resolution and moved its adoption. Approve a resolution of the City Council of the City of Woodlake Approving General Plan Amendment 15-01, Self-Help Enterprises.

WHEREAS, the Self-Help Enterprises is wishing to consider approval of a general plan amendment on property located on the southeast corner of Valencia Boulevard (SH 245) and Wutchumna Avenue,

WHEREAS, the APN for the subject property is APNs 061-020-034, containing 14.48 acres, and

WHEREAS, the Self-Help Enterprises is requesting an amendment to the Woodlake General Plan to redesignate the subject territory from the "low density residential" designation to the "medium density residential" designation (see Exhibit A), and

WHEREAS, the subject site is currently fallow but as recently as three years ago contained citrus, and

WHEREAS, the subject property is inside the city limits of Woodlake and will be served by city services and infrastructure, and

WHEREAS, persons within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting of May 11, 2015, and

WHEREAS, the Planning Department has prepared a staff report on the proposed general plan amendment, and

WHEREAS, the Planning Commission held a public hearing on the planning request, reviewed the staff report and negative declaration, accepted public testimony, and recommended approval of said general plan amendment, and

WHEREAS, the City Council accepted public testimony at their May 11th meeting, reviewed the staff report and elected to continue the matter until the city could get clarification on certain traffic and circulation matters associated with the proposed subdivision.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating these amendments to the general plan and zoning ordinance:

1. The property is inside Woodlake's sphere of influence and urban development boundary line.
2. Upon receiving approval of the aforementioned amendment, the applicant is wishing to subdivide the subject property into 70 single-family residential lots.
3. A negative declaration has been prepared on the project indicating that it will not have an adverse impact on the environment.
4. The project will not have an adverse impact on the public's health, safety or welfare.

BE IT FURTHER RESOLVED that the City Council hereby upholds the Planning Commission's recommendation for General Plan Amendment 15-01 and approves Resolution No. 2015 - .

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 June 8, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

Exhibit A



AN ORDINANCE OF THE CITY OF WOODLAKE, COUNTY OF TULARE, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 287, THE WOODLAKE ZONING ORDINANCE, RECLASSIFYING LAND IN WOODLAKE FROM THE UR (URBAN RESERVE) AND R-1-7 (SINGLE FAMILY RESIDENTIAL, ONE UNIT PER 7,000 SQUARE FEET) TO THE PD-R-1-7 (SINGLE FAMILY RESIDENTIAL, PLANNED DEVELOPMENT) DISTRICT

THE CITY COUNCIL OF THE CITY OF WOODLAKE DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 287 of the City of Woodlake is hereby amended by reclassifying 14.48 acres from the UR (urban reserve) and R-1-7 (single family residential, one unit per 7,000 square feet) district to the PD-R-1-7 (single family residential, one unit per 7,000 square feet, planned development) overlay district. The APN is 060-020-034), containing 14.48 acres (see Exhibit A).

Section 2. This Ordinance shall become effective on the ____ of _____, 2015. Within fifteen (15) days from the passage thereof, this Ordinance shall be published once in the Kaweah Commonwealth, a newspaper of general circulation published in the City of Woodlake, together with the names of the members of the City Council voting for and against it.

Passed, approved and adopted during a regular meeting of the City Council of the City of Woodlake, upon motion of council person _____, and seconded by council person _____, on this 8th day of June, 2015, by the following vote:

A YES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

Irene Zacarias, City Clerk

Exhibit A



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

In the matter of:

APPROVING A RESOLUTION OF THE)	Resolution No.
PLANNING COMMISSION OF THE)	
CITY OF WOODLAKE APPROVING)	
TENTATIVE SUBDIVISION MAP 15-01,)	
SELF-HELP ENTERPRISES)	

Councilmember _____, offered the following resolution and moved its adoption. Approve a resolution of the planning commission of the City of Woodlake approving tentative Subdivision Map 15-01, Self-Help Enterprises.

WHEREAS, the Self-Help Enterprises is requesting a tentative subdivision map to subdivide 14.48 acres into 70 residential lots and three special lots - a pedestrian access lot, a park and a storm drainage pond, and

WHEREAS, the APN for the subject property is APNs 061-020-034, containing 14.48 acres, and

WHEREAS, the subject site is currently fallow but as recently as three years ago contained citrus, and

WHEREAS, the subject property is inside the city limits of Woodlake and will be served by city services and infrastructure, and

WHEREAS, the Woodlake Subdivision Committee met to review the proposed tentative subdivision and provide recommended conditions to the Planning Commission, and

WHEREAS, persons within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting of April 15, 2015, and

WHEREAS, the Planning Department has prepared a staff report on the aforementioned tentative subdivision map, and

WHEREAS, the Planning Commission held a public hearing on the subdivision map, reviewed the staff report and negative declaration, and accepted public testimony, and

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented determined the following findings were relevant in evaluating the proposed tentative subdivision map.

1. The property is inside Woodlake's sphere of influence and urban development boundary line.
2. A negative declaration has been prepared on the project indicating that it will not have an adverse impact on the environment.
3. The project will not have an adverse impact on the public's health, safety or welfare.

BE IT FURTHER RESOLVED that the City Council hereby recommends approval of Tentative Subdivision Map 15-01 subject to the following conditions:

1. The applicant shall enter into a Subdivision Agreement with the City of Woodlake prior to the recordation of the final subdivision map.
2. The applicant shall construct said subdivision consistent with Exhibit A, the subdivision map.
3. That Self-Help Enterprises comply with the city engineer's attached conditions.
4. Self-Help Enterprises shall provide plot plans and elevation drawings for the homes to be constructed in the subdivision. The following building design standards shall be required within Subdivision 15-01.
 - a. Double-frontage homes will be constructed on all corner lots in the subdivision.
5. A 5-foot parkway shall be installed along all internal streets as well as along Wutchumna Avenue. The parkway shall only be planted with city-approved street trees. Two bubblers shall be provided for each tree.
6. That the developer be required to install front yard landscaping, and side yard landscaping for corner lots, on all lots within the subdivision. Said landscaping and irrigation plans shall be reviewed and approved by the city planner.
7. The applicant shall submit a grading and drainage plan to the city engineer for review and approval.
8. A 6-foot block wall shall be installed along the west property line of the subdivision, as well as around the south and 1/2 of the east lot line of Lot B - storm pond lot, and the north lot line of lot no. 1.

9. The applicant shall comply with the recommendations of the Woodlake Fire District pertaining to the location of fire hydrants.
10. The applicant shall construct improvements, including curbs, gutters, sidewalks, and streets consistent with Woodlake's improvement standards.
11. The applicant shall dedicate all street rights-of-way to the City of Woodlake as a certificate on the final subdivision map.
12. All sewer, water and storm drainage improvements shall be installed consistent with the Woodlake improvement standards.
13. The applicant shall form a landscaping and lighting district. The city engineer and city administrator shall determine the improvements that will be maintained by this district.
14. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map. The final subdivision map shall include the following:
15. Street lights shall be installed at locations specified by the City Engineer. The streetlights shall be a decorative streetlight recommended by Southern California Edison Company.
16. All on-site utility lines and poles shall be placed underground.

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 June 8, 2015.

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

 Rudy Mendoza, Mayor

ATTEST:

 Irene Zacarias, City Clerk

AN ORDINANCE OF THE CITY OF WOODLAKE, COUNTY OF TULARE,
STATE OF CALIFORNIA, APPROVING DENSITY BONUS 15-01, SELF-HELP
ENTERPRISES, CONSISTENT WITH PROCEDURES IN CHAPTER 17.58
(DENSITY BONUS) OF THE WOODLAKE ZONING ORDINANCE

Section 1. A density bonus consistent with the requirements and procedures described in Chapter 17.58, Density Bonus, of the Woodlake Zoning Ordinance is hereby approved for property located on the southeast corner of Valencia Boulevard and Wutchumna Avenue in Woodlake. The APN is 060-020-034), containing 14.48 acres.

Section 2. The request for a density bonus of 25 percent above the density permitted under the R-1-7 (single family residential, one unit per 7,000 square feet) district has been applied for consistent with Section 65915 of the State Government Code (Density Bonus Law) by Self-Help Enterprises for a 70-lot single-family residential subdivision.

Section 3. The density bonus request meets the criteria outlined in the State's Density Bonus Law in regards to the percentage of units that are affordable to lower-income households and the time period for which the units will remain affordable.

Section 4. Self-Help Enterprises, is proposing that the single-family homes constructed within the subdivision will be purchased by lower-income households and that the affordability covenant for this project will be in place for 30 years, and

Section 5. Most, if not all, households purchasing homes in the proposed subdivision will be utilizing Woodlake's First Time Homebuyers program funds (provided by CDBG and HOME), which is only available to lower-income households.

Section 6. This Ordinance shall become effective on the ____ of _____, 2015. Within fifteen (15) days from the passage thereof, this Ordinance shall be published once in the Kaweah Commonwealth, a newspaper of general circulation published in the City of Woodlake, together with the names of the members of the City Council voting for and against it.

Passed, approved and adopted during a regular meeting of the City Council of the City of Woodlake, upon motion of council person _____, and seconded by council person _____, on this 8th day of June, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

Irene Zacarias, City Clerk

DEPARTMENT OF TRANSPORTATION**DISTRICT 6**

1352 WEST OLIVE AVENUE

P.O. BOX 12616

FRESNO, CA 93778-2616

PHONE (559) 445-5868

FAX (559) 488-4088

TTY 711

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April 30, 2015

2135-IGR/CEQA
TUL-245-7.67
VALENCIA HEIGHTS
SUBDIVISION MAP

Mr. Greg Collins, Contract Planner
City of Woodlake
350 N. Valencia Boulevard
Woodlake, CA 93286-1244

Dear Mr. Collins:

Thank you for the opportunity to review the Valencia Heights subdivision map proposing to divide 14.48 acres into 70 lots for single family residences with 3 outlots for public uses. The project is located at the southeast corner of State Route (SR) 245 and Wutchumna Avenue intersection in the City of Woodlake, CA. Caltrans has the following comments:

1. A focused traffic analysis for the SR 245 and Wutchumna Avenue intersection should be prepared and submitted to Caltrans for review. According to the Institute of Transportation Engineers (ITE) manual, the project will generate 70 trips in the PM peak hour. Caltrans anticipates this project will have an impact to State facilities since the main point of access to the proposed subdivision is from SR 245 and Wutchumna Avenue intersection.
2. No access for the proposed subdivision will be permitted directly from SR 245. All access shall be provided via Wutchumna Avenue.
3. An irrevocable offer of dedication to Caltrans of 12 feet of right-of-way is needed to accommodate the planned configuration of SR 245.

The State of California has an adopted Transportation Concept Report (TCR) for each of the State Routes that designates the ultimate right-of-way cross-section upgrades in the future. Caltrans request that the County of Tulare adopt the TCR in order to give guidance to the developer to insure orderly development and private property rights while preserving and insuring the ultimate State and local road systems for the future.

According to the SR 245 Transportation Concept Report (TCR), this segment of SR 245 within the vicinity of the proposed project is planned for 42 feet of right-of-way on either side of the centerline. Caltrans existing right-of-way maps shows this segment of SR 245 having 30 feet on the eastside of the centerline. Dedications required by the Lead Agency need to be shown on a revised site plan and forwarded for our review. A summary of the

Mr. Greg Collins - Valencia Heights

April 30, 2015

Page 2 of 3

requirements for right-of-way dedications is enclosed.

4. The project is responsible for constructing all frontage improvements including but not limited to: roadway pavement, curb, gutter, sidewalk and drainage, etc, along SR 245.
5. A maintenance agreement will be required for the maintenance of the frontage improvements such as sidewalk and landscaping.
6. All proposed landscaping plans shall meet current standards as determined by the District Landscape Architect. Proposed landscaping needs to be low growing, less than two feet in height, due to sight distance concerns. All features of landscaping shall be evaluated for type, location and site visibility conflicts during the encroachment review process. All permits for landscaping in conventional highway right-of-way must be accompanied by a "District" approved maintenance agreement obligating a local agency or the permittee to maintaining the landscaping. Said maintenance agreement must accompany and be approved prior to issuance of the landscape permit.
7. All features of landscaping shall be evaluated for type, location and site visibility conflicts *during the encroachment review process.*
8. An encroachment permit must be obtained for all proposed activities for placement of encroachments within, under or over the State highway rights-of-way. Activity and work planned in the State right-of-way shall be performed to State standards and specifications, at no cost to the State. Engineering plans, calculations, specifications, and reports (documents) shall be stamped and signed by a licensed Engineer or Architect. Engineering documents for encroachment permit activity and work in the State right-of-way may be submitted using English Units. The Permit Department and the Environmental Planning Branch will review and approve the activity and work in the State right-of-way before an encroachment permit is issued. Encroachment permits will be issued in accordance with Streets and Highway Codes, Section 671.5, "Time Limitations." Encroachment permits do not run with the land. A change of ownership requires a new permit application. Only the legal property owner or his/her authorized agent can pursue obtaining an encroachment permit. Please call the Caltrans Encroachment Permit Office - District 6: 1352 W. Olive, Fresno, CA 93778, at (559) 488-4058.
9. The applicant will need to submit any pedestrian improvements if proposed within the state right of way to the Division of State Architect (DSA) for certification. The map provided shows a pedestrian sidewalk providing access from SR 245 into the subdivision for a neighborhood park. The encroachment permit authorizing the work will not be issued until the pedestrian improvements in the State right of way are certified by the DSA. The applicant needs to contact Saher Yassa at (916) 323-2643 for the submittal requirements.
10. Dust control measures shall be implemented on the site in a manner to prevent dust from entering the State right-of-way.

Mr. Greg Collins - Valencia Heights
April 30, 2015
Page 3 of 3

11. No water from the proposed project shall flow into the State right-of-way without approval from the District Hydraulic Engineer.

Please be advised that any future development adjacent to a State Route, whether the entitlement is deemed by the lead agency to be discretionary or ministerial should be sent to Caltrans for review. Please send a response to our comments prior to staff's recommendations to the Planning Commission and the City Council.

If you have any other questions, please call David Deel at (559) 488-7396.

Sincerely,

A handwritten signature in blue ink that reads "Joanne Strickland for:". The signature is written in a cursive style with a large initial "J".

MICHAEL NAVARRO
Chief, North Planning Branch

City of Woodlake

AGENDA ITEM V-D

June 8, 2014

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the Right-of-Way Agreement for Property APN 060-134-007 (Merlo,Newton), which is Associated with the Construction of the City of Woodlake Roundabout Project

BACKGROUND:

On April 28, 2014, the City of Woodlake received authorization to proceed with expenditures for right-of-way acquisition related to the City of Woodlake Roundabout Project. The City concurrently entered into Program Supplement Agreement No. 007-N with the Department of Transportation. The agreement authorizes the expenditure of \$488,000 for right-of-way acquisition. The \$488,000 consists of \$432,000 of Federal Funds and \$56,000 of local funds.

The City secured the services of Hamner, Jewell & Associates to provide right-of-way acquisition and appraisal services associated with the roundabout project. The project requires the acquisition of project right-of-way at nine (9) separate parcels, a landscape/irrigation easement, and possibly two (2) temporary construction easements. All appraisal services have been completed and all property owners have been given appropriate offer packages for their right-of-way and easements.

DISCUSSION:

Initial offer packages were submitted on June 6, 2014 to the nine separate property owners. Individual meetings were also held with the property owners to review their individual offer package and answer any questions. After negotiations eight of the nine parcels have been acquired.

On May 28, 2015 the owners of APN 060-134-007 (Merlo, Newton), 060-133-015 signed their Right-of-Way Agreement and Grant Deed with the City of Woodlake. The property owners agreed to the original offer the City had previously presented of \$584 (Five Hundred Eight Four Dollars). This was the last remaining property that needed to be acquired for the project. The agreement and deed are attached with this item.

RECOMMENDATIONS:

City staff recommends that Council approve the Right-of-Way Agreement for APN 060-134-007 (Merlo,Newton), and grant the City Administrator the authority to sign the above mentioned Right-of-Away Agreement.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The acquisition of the above mentioned properties and any costs associated with the acquisition are being funded by local transportation funds, Measure R and Federal Funds.

ATTACHMENTS:

1. Resolution: Approval of the Right-of-Way Agreement for Property APN 060-134-007 (Merlo,Newton), which is Associated with the Construction of the City of Woodlake Roundabout Project
2. Right-of-Way Agreement and Grant Deed for APN 060-134-007 (Merlo,Newton),

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 AGREEMENT) Resolution No.
FOR APN 060-134-007 (MERLO,NEWTON))
ASSOCIATED WITH THE CONSTRUCTION OF)
THE CITY OF WOODLAKE ROUNABOUT PROJECT)

Councilmember _____, offered the following resolution and moved its adoption. Approve the Right-of-Way Agreement for APN 060-134-007 (Merlo,Newton), and grant the City Administrator the authority to sign the Right-of-Way Agreement.

WHEREAS, the City of Woodlake has the authorization to proceed with expenditures for right-of-way acquisition related to the City of Woodlake Roundabout Project as agreed upon through Program Supplement Agreement No. 007-N; and

WHEREAS, the owners of APN 060-134-007 (Merlo,Newton), have signed the Right-of-Way Agreement as presented by the City of Woodlake and accepted an offer of \$584 (Five Hundred Eight Four Dollars) for the real property interests entered into.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the Right of Way Agreement for APN 060-134-007 (Merlo,Newton), and grants the City Administrator the authority to sign the above mentioned Right-of-Away 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 June 8, 2015.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Rudy Mendoza, Mayor

ATTEST:

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
A portion of APN 060-134-007

District	County	Route	Post	Number
06	TUL	245	P.M. 6.9	87191-1

GRANT DEED
(INDIVIDUAL)

James Merlo and Rhonda Merlo, husband and wife, and Harold Newton and Katherine Newton, husband
and wife

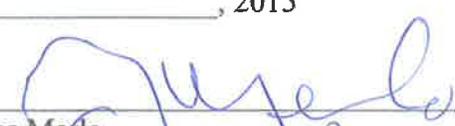
GRANT to the STATE OF CALIFORNIA, all that real property in the City of Woodlake, County of
Tulare, State of California, described as:

(See attached "Exhibit A" to Legal Description
And "Exhibit B" for plat)

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's 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.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this 28th day of May, 2015



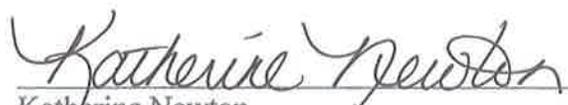
James Merlo



Rhonda Merlo



Harold Newton



Katherine Newton

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 Tulare

On 5-28-15 before me, C. Cauthen, Notary Public, personally appeared James Merlo, 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 C. Cauthen (Seal)



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 Tulare

On 5-28-15 before me, C. Cauthen, Notary Public, personally appeared Rhonda Merlo, 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 C. Cauthen (Seal)



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 Yulare

On 5-28-15 before me, C. Cauthen, Notary Public, personally appeared Harold Newton, 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 C. Cauthen (Seal)



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 Yulare

On 5-28-15 before me, C. Cauthen, Notary Public, personally appeared Katherine Newton, 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 C. Cauthen (Seal)



Number
87191-1

THIS IS TO CERTIFY, that the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

**IN WITNESS WHEREOF, I have hereunto set my hand
this _____ day of _____, 2015.**

Director of Transportation

By _____
Attorney in Fact

"Exhibit A"

That portion of Lot 15 of Block 36, of the Town of Woodlake, per map recorded in Volume 11 of Maps, at Page 23, Tulare County Records, situated in the Northeast quarter of Section 36, Township 17 South, Range 26 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 the Southeast corner of said Lot 15;

- 1) Thence, North $0^{\circ}08'27''$ East, along the East line of said Lot 15, a distance of 10.34 feet;
- 2) Thence, South $58^{\circ}48'40''$ West, 19.85 feet, more or less, to a point situated on the South line of said Lot 15;
- 3) Thence, South $89^{\circ}47'33''$ East, along said South line, 16.96 feet, more or less, to the Point of Beginning.

Containing 88 square feet, more or less, in addition to those portions lying within Bravo Street and State Route 245 (Valencia Boulevard).

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

Note: The bearings and distance in this description are based on the California State Plane Coordinate System, NAD83, Zone 4. All distance are grid distances. To convert the grid distances to ground distances, divide the grid distance by the combined scale factor of 0.99993047. All areas are ground areas.

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

Signature 
Professional Land Surveyor

Date 4-28-14



BASIS OF BEARINGS

THE BEARINGS AND DISTANCES ON THIS MAP ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 4. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES DIVIDE THE GRID DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993047. ALL AREAS ARE GROUND AREAS.

LEGEND

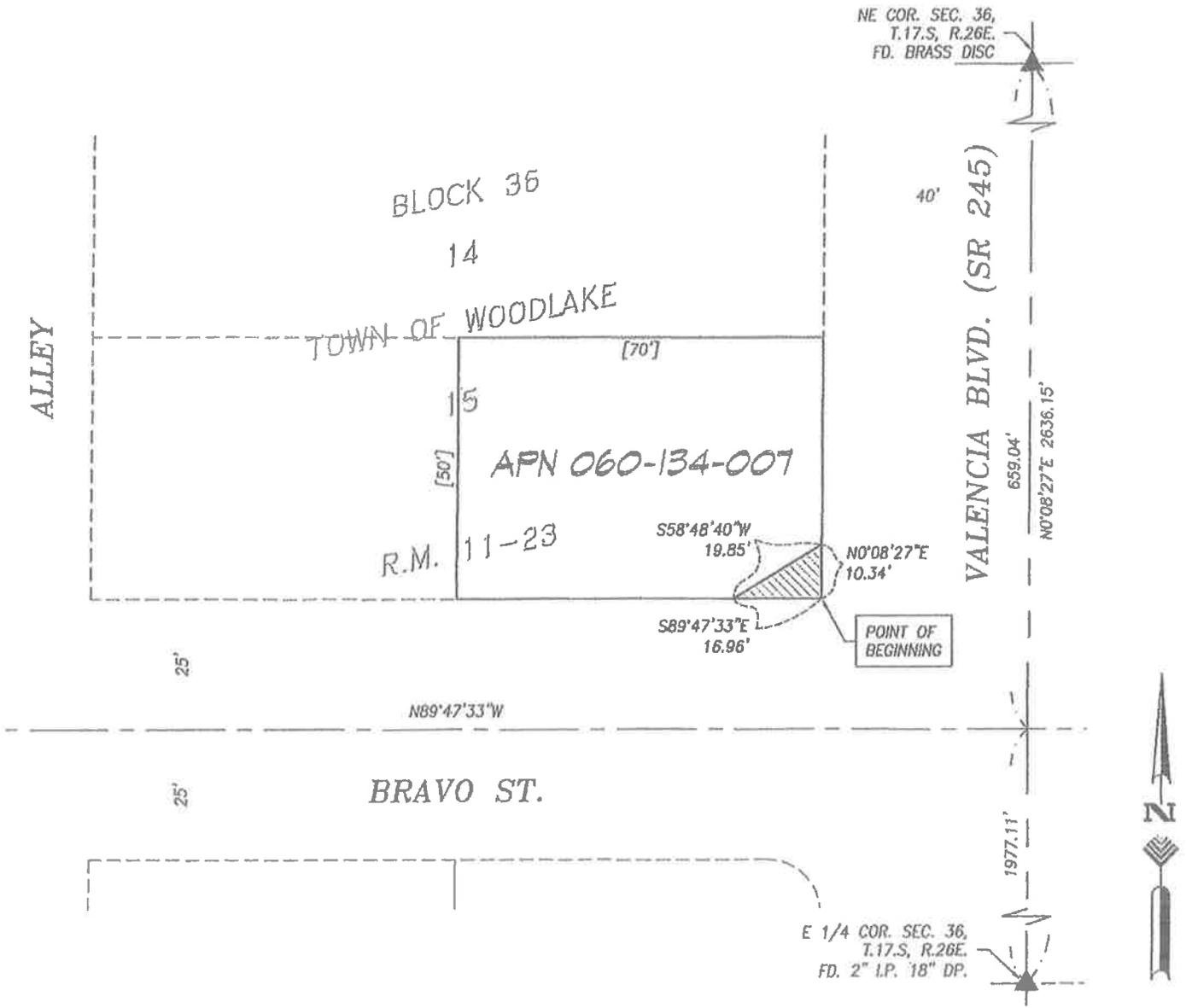


AREA OF RIGHT OF WAY DEDICATION CONTAINING 88 SF, MORE OR LESS



RECORD DATA, MAP OF TOWN OF WOODLAKE, R.M. 11-23, OR CALCULATED THEREFROM

FILE NAME: L:\Projects\2012\W120042\ACAD\EXHIBITS\Grant Deeds 1-3,7-10.dwg - LAST SAVE: 4/10/2014 9:50:58 AM PDT - BY: D. Craig Knopf



PLOT DATE:	Apr-10-2014 09:54AM
JOB NO.	W120042
DWG. NAME:	Grant Deeds 1-3,7-10.dwg
SCALE:	1" = 30'
SHEET NO.:	1 OF 1

**ROUNABOUT PROJECT
WOODLAKE, CALIFORNIA**

**"EXHIBIT B"
VASQUEZ - 87191-1
APN 060-134-007**

PREPARED BY:



Quad Knopf

801 EAST MAIN STREET
P.O. BOX 3899
VISALIA, CA 93278
TEL: (566) 733-0440
FAX: (566) 733-7821

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DRW BY: MJH CHK BY: DCK 145

PARCEL NO.: APN 060-134-007 (Merlo-Newton)

PROJECT: City of Woodlake – Woodlake Roundabout Project

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

James Merlo and Rhonda Merlo, husband and wife, and Harold Newton and Katherine Newton, husband and wife,

hereinafter collectively called "Grantor", and

City of Woodlake, a Municipal Corporation

hereinafter called "City".

An instrument in the form of a Grant Deed ("Deed") 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 document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed road improvement and roundabout, 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 \$584 (Five Hundred Eighty Four 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 upon the close of escrow, which shall occur when title to said real property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed 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 escrow, 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 - Shall generally restore the Grantor's remaining property to the condition that existed prior to City's project construction, to the extent reasonably practical. City shall restore fence and retaining boarder to the new right of way line. Grantor grants City a right of entry on Grantor's remainder land to do this restoration work.

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 project construction.

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 harmless and reimburse City 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. POSSESSION - Except as provided herein, shall retain possession of the property conveyed up to and including the date of recording of the Deed conveying title to City, upon which date possessory rights shall pass to City.

D. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow for the purposes of preparation for and construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the real property described in Exhibit A ("Real Property"), Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Real Property. Grantor further represents and warrants that

Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Real Property which may have occurred prior to Grantor taking title to the portion of the Real Property purchased hereunder.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the Real Property.

Grantor has not used the Real Property for any industrial operations that use hazardous substances. Grantor is not aware of any such prior use of the Real Property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Real Property. Grantor is not aware of any such prior installations.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at Chicago Title Company. This Agreement constitutes the joint escrow instructions of City and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, City will deposit the executed Deed, with Certificates of Acceptance attached, with Escrow Agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of Escrow Agent. City and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
 - a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.
 - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver and record Deed only when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$584 issued by Chicago Title Company showing that title to the herein real property is vested in State of California, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes.

2) Items No. 1, 3 and 4 of the preliminary title report issued by Chicago Title Company, dated March 19, 2014, referenced as Order No. 14-42315332-GC.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

C. 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 Deed 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

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

Dated: 5.28.15

GRANTOR'S MAILING ADDRESS:
193 S. Valencia Blvd.
Woodlake, CA 93286-1711

GRANTOR:

By [Signature]
James Merlo

By [Signature]
Rhonda Merlo

By [Signature]
Harold Newton

By [Signature]
Katherine Newton

APPROVED AS TO FORM:

By _____
Name:
Title:

MAILING ADDRESS OF CITY:
350 N. Valencia Blvd.
Woodlake, CA 93286

APPROVED AS TO CONTENT:

By [Signature]
Name: Jason Waters
Title: Management Analyst

CITY OF WOODLAKE

By [Signature]
Name: Ramon Lopez
Title: City Administrator

ATTEST:

By [Signature]
City Clerk