

Date: July 27, 2015 (Monday)  
Time: 6:30 p.m.  
Place: City Council Chambers  
350 North Valencia Blvd.  
Woodlake, CA 93286

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

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

- I. CALL TO ORDER & WELCOME
- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC COMMENTS

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

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

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Approval of Minutes of the regular meeting held on July 13, 2015 (Pages 1-6)
- B. Action: Approval of Warrants (Pages 7-34)
- C. Action: Adoption of Resolution: Authorize the City Administrator to File the Regional Surface Transportation Program (RSTP) Exchange Program Fund Claim for Fiscal Year 2014-2015 on Behalf of the City of Woodlake (Pages 35-40)

## V. ACTION/DISCUSSION ITEMS

- A. Information: Employee Recognition
- B. Information: Ordinance Updates: Curfew, Graffiti, Mobile Food Vendors, Lawn Parking (Pages 41-42)
- C. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 43-47)
- D. Action: Adoption of Resolution: Reaffirm the Approval of the Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 48-51)
- E. Action: Adoption of Resolution: Award the Agreement for the Right of Way Acquisition Services for the South Valencia ADA Project to the Best Qualified Firm, Hammer, Jewel & Associates (Pages 52-74)
- F. Action: Adoption of Resolution: Enter Into Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project (Pages 75-81)
- G. Action: Adoption of Resolution: Authorize Council to Submit a Letter Supporting SBX11 (Pages 82-87)

## VI. OTHER BUSINESS

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

## VII. CLOSED SESSION

### NOTICE TO THE PUBLIC

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

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

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

## VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, August 10, 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

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

**OTHERS:** Lara, Waters, Marquez, Farley and Zacarias

**ABSENT:** Ray

**FLAG SALUTE**

**PUBLIC COMMENT**

Lino Moran, 612 N. Palm, Woodlake – Mr. Moran gave lots of thanks to Kiwanis of Woodlake and The Homegrown Project for a fantastic Fireworks show on July 3<sup>rd</sup>. The event was one of the best he has seen in a long time.

**IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS**

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

- A. Action: Approval of Minutes of the regular meeting held on June 22, 2015
  - B. Action: Approval of Warrants
  - C. Action: Adoption of Resolution: Approval of June 2015 Monthly Report of Investments
  - D. Action: Adoption of Resolution: Enter Into a Reclaimed Water Purchase Agreement with Gerald Whittaker and Sentinel Butte Mutual Water Company and Allow the City Administrator to Sign the Agreement
- ON A MOTION BY ORTIZ, SECOND BY G. GONZALEZ JR., IT WAS VOTED TO APPROVE THE CONSENT CALENDAR. APPROVED UNANIMOUSLY.**

**V. ACTION/DISCUSSION ITEMS**

- A. Action: Adoption of Resolution: Approval of the Landscape and Lighting Assessment for Parkwood, Gentle Hills Estates, Olive Estates, Castle Rock Park, Olive Vista and Castle Rock Park Phase II District

**PUBLIC HEARING**

City Administrator Lara reported the following: at the June 22, 2015 City Council meeting, the City Council approved the City Engineer’s report of costs needed to maintain the following assessment districts: Parkwood, Gentle Hills, Olive Estates, Castle Rock Park, Olive Vista and Castle Rock Park Phase II. As part of the Landscape and Lighting Act of 1972, council set July 13, 2015 as the public hearing date for those wishing to comment on each individual assessment district. All assessment district property owners were notified of the public hearing date and location. The costs have not changed from the previous year. The costs allow for maintenance of grounds and lights plus incidental costs such as administration and engineering. Mayor Mendoza opened the meeting for public comments.

**PUBLIC HEARING OPENED: 6:34 PM**

**PUBLIC HEARING CLOSED: 6:35 PM**

Councilmember Martinez asked if the rates had increased from last year. City Administrator Lara stated no.

**ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS**

**VOTED TO APPROVE THE LANDSCAPE AND LIGHTING ASSESMENTS 2015/2016. G. GONZALEZ JR. ABSTAIN. APPROVED UNANIMOUSLY.**

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

City Administrator Lara reported the following: The Council declared a drought emergency on the 26<sup>th</sup> day of May 2015 by Resolution No. 15-45 and by Resolution No. 15-46 the Council approved an exemption pursuant to the California Environmental Quality Act (CEQA), and State CEQA Guidelines relating to the environmental evaluation of the City of Woodlake Water Well Project. On June 22, 2015 by Resolution No. 15-59 Council approved emergency expenditures for the development and implementation of the City of Woodlake Well Project. 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. With the continued drought and pumping of groundwater in the area, the City water system has begun to struggle to meet the demand of its customers. Water tables continue to fall and wells continue to become more inefficient. In an effort to protect the City's water resources, the City has taken the necessary steps towards drilling new City wells and is looking at options to make their current wells more efficient. Pervasive drought conditions have also significantly increased demand for well contractors, who now have very long waiting lists to drill wells and no incentive to engage a bidding process, thereby creating procurement challenges for local public agencies. The City has also implemented its Stage 4 water regulations and has made major cuts in the use of water at City facilities. At this time the City is prepared to drill a test well along the St. Johns River within the City Airport Property. This test well will help verify that a new well along the St. Johns River would be beneficial to the City. If the test well shows that the St. Johns River location is conducive to a new well, the City will move forward with drilling a new well at that site. City staff believes that if a new, deeper well is not added to the current water system immediately then the City may not have the ability to meet its customers' demands this summer. Staff is requesting that Council declare this situation an emergency and allow for the expenditure of public money to safeguard the health of City residents. Mayor Mendoza asked for staff to explain the bid process. City Administrator Lara stated staff did not perform a full RFP for this project. Staff did reach out to 18 construction firms by way of email, mail and phone call. City staff has narrowed it down to 2 firms and will be interviewing the firms this week. One big deciding factor is that one firm can start right away and the other is not available for 6-8 months. Councilmember Martinez asked if the wells all run at the same time. City Administrator Lara stated no. Well 10 is the best well, and staff depends on this well to keep the other tanks full. It is important to build the

additional two wells soon, in case Well 10 is in need of repairs.  
**ON A MOTION BY MARTINEZ, SECOND BY ORTIZ IT WAS VOTED TO ADOPT THE RESOLUTION AND REAFFIRM THE APPROVAL OF THE EMERGENCY EXPENDITURES FOR THE DEVELOPMENT AND IMPLEMENTATIONS OF THE CITY OF WOODLAKE WELL PROJECT. APPROVED UNANIMOUSLY.**

- C. Action: Adoption of Resolution: Approval of the Right of Way Acquisition for APN: 061-160-022 (Moreno) as it Relates to the City of Woodlake Plaza Project  
City Administrator Lara reported the following: on June 8, 2015 the City Council adopted a resolution of necessity for the acquisition of the property. The resolution was then provided to the property owner and at that time he was willing to engage the City in negotiations for the sale of the property. The property had appraised at \$30,000 (Thirty Thousand Dollars) and that amount had been offered to the property owner. In the best interest of time during negotiations, City staff offered ten percent above the appraised value and both parties agreed for the transfer of the property for the amount of \$33,000 (Thirty Three Thousand Dollars). To date two properties have been demo. Mayor Mendoza asked if the demolitions are being down in house. City Administrator Lara stated yes.  
**ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND CONTINUE THE EXISTENCE OF A LOCAL DROUGHT EMERGENCY FOR THE CITY OF WOODLAKE. APPROVED UNANIMOUSLY.**
- D. Action: Adoption of Resolution: Authorization to Request AIP Funding from FFA  
City Employee Waters reported the following: the Federal Aviation Administration has grant funding available for airport planning and maintenance projects. The City of Woodlake must apply for these funds each year in order to receive the funding. The City of Woodlake would like to request permission from Council to apply for grant funding from FAA in order to prepare an Airport Layout Plan and a Pavement Evaluation. Both of these documents are required before the City can begin to use additional grant funding for maintenance and construction projects. The City has an estimated \$450,000 in entitlements available in AIP funding.  
**ON A MOTION BY ORTIZ SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND AUTHORIZE THE REQUEST FOR AIP FUNDING FROM FFA. APPROVED UNANIMOUSLY.**
- E. Action: Adoption of Resolution: Approval of Exemption for the City of Woodlake Road Rehab Project  
City Employee Waters reported the following: The City of Woodlake has Program Income funding available which may be spent on local projects. The City intends to spend these funds by year end on a road rehabilitation project that will part of the 2012 CDBG. City Engineer, Quad Knopf, has been tasked with performing the engineering requirements for the City's road rehabilitation project. 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 Guidelines 15301(c) (Class 1). City staff recommends that Council approve the exemption for the City of Woodlake Road Rehabilitation Project

**ON A MOTION BY ORTIZ SECOND BY G. GONZALEZ JR. IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE EXEMPTION FOR THE CITY OF WOODLAKE ROAD REHAB PROJ. APPROVED UNANIMOUSLY.**

- F. Action: Adoption of Resolution: Authorization to Put the City of Woodlake Road Rehabilitation Project Out to Bid  
City Employee Waters reported the following: the City of Woodlake has Program Income funding available which may be spent on local projects. The City intends to spend these funds by year end on a road rehabilitation project that will part of the 2012 CDBG. The City of Woodlake has approximately \$175,000 in CDBG funding that will be spent on road rehabilitation and ADA ramps in low-income areas of the city. The engineering, design, and cost estimates have been completed and the City wishes to go out to bid to hire a construction firm to complete the road rehabilitation work and the addition of ADA ramps.

**ON A MOTION BY G. GONZALEZ JR., SECOND BY ORTIZ IT WAS VOTED AUTHORIZE CITY STAFF TO PUT THE CITY OF WOODLAKE ROAD REHABILITATION PROJECT OUT TO BID. APPROVED UNANIMOUSLY.**

- G. Action: Adoption of Resolution: Authorization to Put the City of Woodlake Castle Rock Safe Routes to School Project Construction Out to Bid

City Administrator Lara reported the following: the Office of Active Transportation and Special Programs published a notice of funding availability. The City working with Quad Knopf submitted an application for funding of a safe route to school project on Castle Rock St. through the Active Transportation Program (ATP). The City was awarded \$245,000 for the construction of the project. The environmental and design process have been completed for the project. At the June 25, 2015 California Transportation Commission meeting the City's project was approved for advanced funding and the City may now go out to bid for the construction of the project. The overall cost of the project is estimated to be \$289,000. The project will be funded with ATP, Measure R and local funds. Mayor Mendoza asked when the project will be completed. City Administrator Lara stated December 2015.

**ON A MOTION BY ORTIZ, SECOND BY G. GONZALEZ JR. IT WAS VOTED TO ADOPT THE RESOLUTION AND AUTHORIZE CITY STAFF TO PUT THE CITY OF WOODLAKE CASTLE ROCK SAFE ROUTES TO SCHOOL PROJECT CONSTRUCTION OUT TO BID. APPROVED UNANIMOUSLY.**

## VI. OTHER BUSINESS

### A. Information: Items from Staff

City Administrator Lara – reported the Roundabout is moving along. Rite Aid has paid for their permits and has started construction.

Chief Marquez – reported the street lights that were mentioned in the last meeting have been repaired and were done within 24 hours of reporting. The July 3<sup>rd</sup> event was a great success and there were no issues. Mayor Mendoza asked if there were any citations issued for the use of illegal fireworks. Chief Marquez stated the Fire Department did confiscate some illegal fireworks and citations were issued. Councilmember G. Gonzalez stated there were plenty of visible officers patrolling on July 3<sup>rd</sup> and July 4<sup>th</sup>. He asked if maybe next year we can have some officers patrolling on the motorcycles. Councilmember Ortiz asked if any vehicle abatements had been done. Chief Marquez stated 6 vehicles were cited last month and the department continues to work on this issue. Councilmember Martinez thanked the Chief Marquez and his staff for a great job patrolling on July 3<sup>rd</sup> and July 4<sup>th</sup>.

City Clerk Zacarias – reported this is the last week for Summer Night Lights. The program has been a great success.

B. Information: Items from Council

Councilmember Ortiz – reported the Chamber of Commerce is hosting the Car Show on Saturday, July 18<sup>th</sup>.

Councilmember G. Gonzalez Jr. – reported Youth soccer starts tomorrow. The games will be played on Tuesdays and Thursdays from 6 pm to 8 pm and Saturdays from 8:30 am to 11:00 am.

Councilmember Martinez – reported he will be attending a Council of Cities meeting on Wednesday from 3 pm to 5 pm.

Mayor Mendoza – reported he attended a League of Cities conference in Monterey and was geared towards Mayors and Councilmembers. It was very interesting to learn the residents in the Bay Area do not seem to have the same concerns as we do. They are worried about how to keep their lawns alive and don't see the big picture. There were meetings on labor negotiations and technology, particularly tools for tracking data. He asked staff to review the curfew ordinance and would like to bring that back at the next meeting for discussion. City Administrator Lara stated that staff will be bringing the following ordinances to council to review and discuss: curfew, graffiti and food vendors within the city limits. Councilmember Martinez also asked that staff review the ordinance for signs in business windows. Windows must be clear and some businesses are not following this ordinance. Councilmember G. Gonzalez Jr. stated this should be enforced and staff should remind business owners that this is only for their protection.

MEETNG ADJOURNED 7:09 PM

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

## VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, July 27, 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 7:09 p.m.

Submitted by,

Irene Zacarias

City Clerk

**City of Woodlake**  
**Summary of Disbursements and Payroll**  
**City Council Meeting : July 27, 2015**

**PAYROLL**

7/24/2015            \$44,079.18

<b>Gross Payroll</b>	<b>\$44,079.18</b>
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**DISBURSMENTS / WARRANTS**

7/23/15 FY 14/15            \$60,079.54  
7/9/15 FY 15/16            \$28,972.97

<b>Total Disbursements</b>	<b>\$89,052.51</b>
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**WIRES**

PAYROLL TAX WIRE	CITY		\$	8,659.05
	FIRE		\$	1,547.72

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

<b>Total Wire Amount Sent Out</b>	<b>\$</b>	<b>10,206.77</b>
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<b>Amount to be Approved</b>	<b>\$</b>	<b>143,338.46</b>
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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 27th day of July 2015.  
by the following vote:**

**Ayes:**  
**Noes:**  
**Absent:**  
**Abstain:**

\_\_\_\_\_  
Mayor, Rudy Mendoza

\_\_\_\_\_  
City Clerk, Irene Zacarias

PERIOD 2 DATING 7/05/2015- 7/18/2015 CHECK DATE 7/24/2015  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21001	3,695.43	208	1 STUB ONLY
21002	1,906.65	210	1 STUB ONLY
21003	1,008.69	206	1 STUB ONLY
21004	2,099.95	212	1 STUB ONLY
21005	1,768.40	207	1 STUB ONLY
21006	1,137.08	173	1 STUB ONLY
21007	2,507.89	511	1 STUB ONLY
21008	1,366.82	556	1 STUB ONLY
21009	36.37	535	1 STUB ONLY
21010	1,691.21	539	1 STUB ONLY
21011	1,699.55	557	1 STUB ONLY
21012	2,572.40	549	1 STUB ONLY
21013	1,429.28	554	1 STUB ONLY
21014	1,957.39	522	1 STUB ONLY
21015	1,681.55	552	1 STUB ONLY
21016	958.05	555	1 STUB ONLY
21017	1,243.96	553	1 STUB ONLY
21018	948.94	551	1 STUB ONLY
21019	1,369.94	107	1 STUB ONLY
21020	677.67	213	1 STUB ONLY
21021	1,809.32	134	1 STUB ONLY
21022	1,003.49	205	1 STUB ONLY
21023	1,202.25	187	1 STUB ONLY
21024	1,328.51	159	1 STUB ONLY
21025	2,020.29	209	1 STUB ONLY
21026	1,940.10	211	1 STUB ONLY
21027	1,217.33	214	1 STUB ONLY
21028	1,800.67	188	1 STUB ONLY

PERIOD 2 DATING 7/05/2015- 7/18/2015 CHECK DATE 7/24/2015

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

44,079.18 *DIRECT DEPOSIT STUBS	28
0.00 *VENDOR DIR DEP STUBS	0

44,079.18 **TOTAL NON-NEGOTIABLE CHECKS	28
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NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
44,079.18 *DIRECT DEPOSIT STUBS	28
0.00 *VENDOR DIR DEP STUBS	0

44,079.18 ***TOTAL NEGOTIABLE & NON-NEGOT	28
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0.00 *OTHER CHECKS	0
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44,079.18 ***TOTAL NEG, NON-NEG, OTHER CHECKS	
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TOTAL SEQ 1 FEMALES	5
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PERIOD 1 DATING 7/05/2015- 7/18/2015 CHECK DATE 7/24/2015  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21029	199.48	4023	1 STUB ONLY
21030	364.41	4036	1 STUB ONLY
21031	1,628.49	4018	1 STUB ONLY
21032	1,611.68	4022	1 STUB ONLY
21033	956.32	4035	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

4,760.38 *DIRECT DEPOSIT STUBS	5
0.00 *VENDOR DIR DEP STUBS	0

PAY INFORMATION

GROSS PAY

FEATURE DISTRIBUTION

RUN- 7/22/2015 14:51:52 PAGE 1

CITY - GROSS PAYROLL  
07/05/15 TO 07/18/15 PAY DATE 07/24/15

FR4B0R-V13.04 ACS Paymate

EMP #	CUR AMT	CUR HRS
511	3,435.92	80.00
213	816.00	68.00
556	1,870.00	89.00
214	1,801.39	80.00
525	1,39.38	2.00
159	1,520.12	80.50
539	2,638.15	80.00
188	2,510.83	85.00
209	2,449.38	80.00
557	2,380.00	106.00
208	5,211.84	80.00
173	1,442.02	80.00
549	3,920.77	80.00
554	1,842.05	85.50
522	2,269.73	82.00
210	2,657.08	80.00
211	2,449.40	80.00
206	1,444.61	80.00
205	1,545.05	81.00
552	2,358.66	102.00
555	1,244.31	80.00
134	2,754.26	95.50
553	1,669.85	80.00
107	2,129.08	80.00
212	2,718.46	80.00
187	1,516.60	80.00
207	2,657.10	80.00
551	1,795.09	84.00
	61,087.13	2,240.50
PAGE TOTALS ***	28 EMPLOYEES	
FEATURE TOTALS *	28 EMPLOYEES	2,240.50

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

RUN- 7/22/2015 14:51:36 PAGE 1  
 PR4B0R-V13.04 ACS Paymate

CITY - OVERTIME REPORT  
 07/05/15 TO 07/18/15 PAY DATE 07/24/15

EMP #	CUR AMT	CUR HRS
556	270.00	9.00
159	14.12	0.50
188	187.36	5.00
557	780.00	26.00
554	172.20	5.50
522	82.04	2.00
205	28.44	1.00
552	688.81	22.00
134	575.18	15.50
551	125.24	4.00
10 EMPLOYEES	2,923.39	90.50
10 EMPLOYEES	2,923.39	90.50

PAGE TOTALS \*\*\*

FEATURE TOTALS \*

OLD FY 14/15

ACS FINANCIAL SYSTEM 07/23/2015 11: Check Register GL540R-V07.27 PAGE 1 CITY OF WOODLAKE

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000944	AMERIPRIDE UNIFORM SERVI	60337	07/24/15	519.51
000334	BANK OF AMERICA	60338	07/24/15	5,350.59
000351	BSK ASSOCIATES	60339	07/24/15	131.00
50708	CENDEJAS/ERICK	60340	07/24/15	91.00
50707	CERVANTES/KASSANDRA	60341	07/24/15	468.00
000124	COLLINS & SCHOETTLER	60342	07/24/15	1,387.50
000753	DEPARTMENT OF JUSTICE	60343	07/24/15	35.00
50712	FIRST SOUTHERN	60344	07/24/15	100.00
50704	FRASER/LENNEA	60345	07/24/15	45.50
000283	FRUIT GROWERS SUPPLY CO.	60346	07/24/15	1,352.79
000861	GROENIGER & CO.	60347	07/24/15	883.34
000255	KELLER AND WEGLEY	60348	07/24/15	829.37
001168	KNIGHTS OF COLUMBUS	60349	07/24/15	100.00
000530	MONARCH FORD	60350	07/24/15	926.19
000038	OFFICE DEPOT	60351	07/24/15	380.30
50703	ORNELAS/BERNADETTE	60352	07/24/15	422.50
50706	OROCCO/ALEJANDRA	60353	07/24/15	468.00
50705	RENTERIA/DANIELLA	60354	07/24/15	468.00
000023	SELF HELP ENTERPRISES IN	60355	07/24/15	2,038.00
000134	SIMMONS TIRE SERVICE	60356	07/24/15	149.50
000024	SOUTHERN CALIF EDISON CO	60357	07/24/15	28,208.94
001145	STANTEC CONSULTING SERVI	60358	07/24/15	764.00
001047	TULARE COUNTY INFORMATIO	60359	07/24/15	2,256.96
001158	TULARE REGIONAL MEDICAL	60360	07/24/15	82.00
001439	UNIVERSITY OF CA ITS TEC	60361	07/24/15	2,000.00
000072	VALEBO BROS.	60362	07/24/15	35.00
000141	VALLEY IND & FAM MED GRP	60363	07/24/15	350.00
001244	VOYAGER FLEET SYSTEMS IN	60364	07/24/15	8,733.75
000897	WILLITTS EQUIPMENT CO.,	60365	07/24/15	213.23
000863	WOODLAKE AUTO PARTS	60366	07/24/15	716.57
000027	WOODLAKE GROWERS SUPPLY	60367	07/24/15	68.22
000028	WOODLAKE HARDWARE CO	60368	07/24/15	324.78
000429	WOODLAKE LIONS CLUB	60369	07/24/15	180.00
BANK OF VISALIA				60,079.54

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ACS FINANCIAL SYSTEM  
07/23/2015 11:

BANK VENDOR  
REPORT TOTALS:

Check Register      CITY OF WOODLAKE  
GL540R-V07.27 PAGE 2  
CHECK#      DATE      AMOUNT  
60,079.54

RECORDS PRINTED - 000161

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AMERIPRIDE UNIFORM SERVI								
UNIFORM SERVICES 06/15	230.93	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		JUNE 2015			304 00024
UNIFORM SERVICES 06/2015	4.39	UNIFORM ALLOWANCE	001.0415.050.011		JUNE 2015			304 00025
UNIFORM SERVICES 06/2015	14.40	UNIFORM ALLOWANCE	001.0418.050.011		JUNE 2015			304 00026
UNIFORM SERVICES 06/2015	8.78	UNIFORM ALLOWANCE	001.0421.050.011		JUNE 2015			304 00027
UNIFORM SERVICES 06/2015	24.63	UNIFORM ALLOWANCE	001.0422.050.011		JUNE 2015			304 00028
UNIFORM SERVICES 06/2015	1.80	UNIFORM ALLOWANCE	021.0424.050.011		JUNE 2015			304 00029
UNIFORM SERVICES 06/15	3.23	UNIFORM ALLOWANCE	029.0429.050.011		JUNE 2015			304 00030
UNIFORM SERVICES 06/2015	171.00	UNIFORM ALLOWANCE	062.0462.050.011		JUNE 2015			304 00031
UNIFORM SERVICES 06/15	60.35	UNIFORM ALLOWANCE	063.0463.050.011		JUNE 2015			304 00032
	519.51	*VENDOR TOTAL						
BANK OF AMERICA								
SNL 06/2015	397.86	CONTRACTURAL SERVICES	001.0403.060.028					304 00118
SNL 06/2015	133.38	CONTRACTURAL SERVICES	001.0403.060.028					304 00119
SNL 06/2015	54.00	CONTRACTURAL SERVICES	001.0403.060.028					304 00120
FUEL 06/2015	56.27	TRAVEL, CONFERENCES & ME	001.0401.060.030					304 00121
FUEL 06/2015	53.93	TRAVEL, CONFERENCES & ME	001.0401.060.030					304 00122
HOTEL 06/2015	1,333.35	TRAVEL, CONFERENCES & ME	001.0401.060.030					304 00123
ANNUAL CARD FEE 06/2015	25.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					304 00124
SNL 06/2015	54.10	CONTRACTURAL SERVICES	001.0403.060.028					304 00125
SNL PRIZES 06/2015	93.96	CONTRACTURAL SERVICES	001.0403.060.028					304 00126
SNL PRIZES 06/2015	5.89	CONTRACTURAL SERVICES	001.0403.060.028					304 00127
COW WEB 06/2015	431.28	OFFICE SUPPLIES	001.0410.060.023					304 00128
ANNUAL CARD FEE 06/2015	25.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					304 00129
SUPPLIES 06/2015	50.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029					304 00130
SIRCHIE FP SUPPLIES 6/15	168.83	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00131
LOWES 06/2015	43.24	SPECIAL DEPARTMENT EXPEN	001.0421.060.029					304 00132
ANNUAL CARD FEE 06/2015	25.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					304 00133
AMAZON 06/2015	35.09	OFFICE SUPPLIES	001.0410.060.023					304 00134
STATE FOODS 06/2015	8.05	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					304 00135
FAMILY DOLLAR 06/2015	37.94	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00136
CHIEFS LUNCHEON 06/2015	83.14	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00137
EARTHLINK 06/2015	12.90	CONTRACTURAL SERVICES	001.0410.060.028					304 00138
ABC OFFICE 06/2015	57.97	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00139
AMAZON 06/2015	226.67	OFFICE SUPPLIES	001.0411.060.023					304 00140
AMAZON 06/2015	9.71	OFFICE SUPPLIES	001.0411.060.023					304 00141
NEW CHINA 06/2015	33.05	SPECIAL DEPARTMENT EXPEN	001.0411.060.023					304 00142
AMAZON 06/2015	855.35	OFFICE SUPPLIES	001.0411.060.023					304 00143
SNL FOOD 06/2015	302.29	CONTRACTURAL SERVICES	001.0403.060.028					304 00144
SNL 06/2015	53.97	CONTRACTURAL SERVICES	001.0403.060.028					304 00145
SNL 06/2015	30.00	CONTRACTURAL SERVICES	001.0403.060.028					304 00146
CMF LEADERSHIP 06/2015	285.00	TRAINING (POST REIMBURSE	001.0411.060.036					304 00147
CMF LEADERSHIP 06/2015	285.00	TRAVEL, CONFERENCE & MEE	001.0416.060.030					304 00148
ANNUAL FEE 06/2015	25.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00149
LUNCHEON W PRIVILE 6/15	48.65	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00154
LUNCH M. VILLEGAS 6/15	9.72	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					304 00155
	5,350.59	*VENDOR TOTAL						

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BSK ASSOCIATES BACTI 06/2015	90.00	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		A513894		304 00063
WEEKLY EFFLUENT 06/2015	41.00	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		A514479		304 00097
	131.00	*VENDOR TOTAL					
CENDEJAS/BRICK SNL LIFE GUARD 06/2015	91.00	CONTRACTURAL SERVICES	001.0403.060.028				304 00103
CERVANTES/KASSANDRA SNL LIFE GUARD 06/2015	468.00	CONTRACTURAL SERVICES	001.0403.060.028				304 00102
COLLINS & SCHOETTNER PLANNING CONSULTNT 06/15	1,387.50	CONTRACTURAL SERVICES	001.0405.060.028		JUNE 2015		304 00116
DEPARTMENT OF JUSTICE BLD ALCHL SERV 06/2015	35.00	CONTRACTURAL SERVICES	001.0411.060.028		111110		304 00035
FIRST SOUTHERN FRWRKS BOOTH DEPST 6/15	100.00	SPECIAL DEPARTMENT	EXPEN 001.0403.060.029				304 00151
FRASER/LENNEA SNL LIFE GUARD 06/2015	45.50	CONTRACTURAL SERVICES	001.0403.060.028				304 00099
FRUIT GROWERS SUPPLY CO. SUPPLIES 06/2015	65.41	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91671079		304 00072
ELBOW/ADAPTER 06/2015	2.90	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91671369		304 00071
SUPPLIES 06/2015	99.70	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91672057		304 00073
SUPPLIES 06/2015	3.43	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91672425		304 00090
SUPPLIES 06/2015	19.14	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91672618		304 00091
PEST SPEEDZONE 06/2015	87.02	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91672706		304 00088
COUPLER/NIPPLE 06/2015	12.03	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91673313		304 00087
SUPPLIES 06/2015	37.15	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91673713		304 00089
COUPLER COMP 06/2015	12.32	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91674339		304 00086
SUPPLIES 06/2015	27.16	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91674368		304 00085
FAN JET 06/2015	55.41	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91674492		304 00084
OIL ENGINE 06/15	15.75	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91674714		304 00083
PST RNDUP/PST DRCLN 6/15	92.27	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91674766		304 00082
PEST GRAMOXONE 06/2015	110.49	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91675147		304 00081
SUPPLIES 06/2015	12.83	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91675630		304 00077
HOSE GARDENS 06/2015	59.80	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91675705		304 00078
COUPLER/ADAPTER 06/15	5.93	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91676484		304 00080
SPRINKLER HUNTER 06/15	141.46	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91676636		304 00079
SUPPLIES 06/2015	199.07	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91677229		304 00070
SUPPLIES 06/2015	42.20	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91677923		304 00092
SAFETY GLASSES 06/2015	20.93	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		91678317		304 00093
PAPER CONE CUPS 06/2015	7.80	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		91678462		304 00076
UNFRM ALLNCE SHANE 6/15	113.16	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91678613		304 00075
FILTER 06/2015	34.72	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91678635		304 00074
TUBE FEEDER 06/2015	74.71	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91678774		304 00069
	1,352.79	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GROENIGER & CO. SUPPLIES 06/2015	883.34	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		1095104-1		304 00095
KELLER AND WEGLEY WATER TESTING 06/2015	148.50	CONTRACTURAL SERVICES	063.0463.060.028		APRIL 2015		304 00114
WORK ON CCR 06/2015	110.10	CONTRACTURAL SERVICES	063.0463.060.028		JUNE 2015		304 00113
CNSMR CONF. RPRT 06/2015	570.77	CONTRACTURAL SERVICES	063.0463.060.028		MAY 2015		304 00115
	829.37	*VENDOR TOTAL					
KNIGHTS OF COLUMBUS FRWRKS BOOTH DEPST 6/15	100.00	SPECIAL DEPARTMENT EXPEN	001.0403.060.029				304 00150
MONARCH FORD SERVICES 06/2015	926.19	VEHICLE MAINTENANCE/OPER	001.0411.060.032		45759		304 00034
OFFICE DEPOT SUPPLIES 06/2015	108.96	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		773932544001		304 00064
SUPPLIES 06/2015	94.54	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		775607339001		304 00065
BINDERS 06/2015	129.21	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		777459362001		304 00066
PD CLNING SUPPLIES 06/15	36.55	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		777459480001		304 00067
CARD STOCK 06/2015	11.04	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		777459481001		304 00068
	380.30	*VENDOR TOTAL					
ORNELAS/BERNADETTE SNL LIFEGUARD 06/2015	422.50	CONTRACTURAL SERVICES	001.0403.060.028				304 00098
OROZCO/ALEJANDRA SNL LIFEGUARD 06/2015	468.00	CONTRACTURAL SERVICES	001.0403.060.028				304 00101
RENTERIA/DANIELLA SNL LIFEGUARD 06/2015	468.00	CONTRACTURAL SERVICES	001.0403.060.028				304 00100
SELF HELP ENTERPRISES IN GENERAL ADMIN 06/2015	2,038.00	HOUSING REHABILITATION	026.0480.081.081		JUN15 015		304 00096
SIMMONS TIRE SERVICE SERVICE CALL 06/2015	74.75	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		40344		304 00117
SERVICE CALL 06/2015	74.75	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		40344		304 00156
	149.50	*VENDOR TOTAL					
SOUTHERN CALIF EDISON CO CITY ADMIN BLDG. 06/15	1,094.87	UTILITIES	001.0410.060.021				304 00015
WTR UTILITY 06/2015	13,570.45	UTILITIES	063.0463.060.021				304 00016
MAINT. SHOP 06/2015	391.92	UTILITIES	001.0418.060.021				304 00017
PARKS 06/2015	111.93	UTILITIES	001.0421.060.021				304 00018
SEWER UTILITY 06/2015	8,636.04	UTILITIES	062.0462.060.021				304 00019
AIRPORT 06/2015	125.12	UTILITIES	041.0441.060.021				304 00020
SUBDVS LIGHTING 06/15	159.58	UTILITIES	029.0429.060.021				304 00021
STREETS 06/2015	3,292.27	UTILITIES	001.0422.060.021				304 00022
FIRE DEPT. 06/15	826.66	UTILITIES	004.0414.060.021				304 00023
	28,208.94	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
STANTEC CONSULTING SERVI WDLK ON CALL SERV 06/15	764.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		932328		304 00110
TULARE COUNTY INFORMATIO RADIO SERVICES 06/2015	2,256.96	VEHICLE MAINTENANCE/OPER	001.0411.060.032		434		304 00036
TULARE REGIONAL MEDICAL LAB SERVICES 06/2015	82.00	CONTRACTURAL SERVICES	001.0411.060.028				304 00033
UNIVERSITY OF CA ITS TEC TRFC CNTRL COURSE 06/15	1,000.00	TRAVEL, CONFERENCES & ME	063.0463.060.030		V0003545		304 00111
TRFC CNTRL COURSE 06/15	1,000.00	TRAVEL, CONFERENCES & ME	062.0462.060.030		V0003545		304 00112
	2,000.00	*VENDOR TOTAL					
VALERO BROS. PROPANE 06/2015	25.00	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		2366		304 00014
PROPANE FOR SNL 06/2015	10.00	CONTRACTURAL SERVICES	001.0403.060.028		2367		304 00108
	35.00	*VENDOR TOTAL					
VALLEY IND & FAM MED GRP PREMPLYMNT DORADO 6/15	175.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		JULY 02, 2015		304 00157
PREMPLYMNT DORADO 6/15	175.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		JULY 02, 2015		304 00158
	350.00	*VENDOR TOTAL					
VOYAGER FLEET SYSTEMS IN PD FUEL 06/2015	3,929.73	VEHICLE GASOLINE	001.0411.060.035		JUNE 2015		304 00104
CITY FUEL 06/2015	737.38	VEHICLE MAINTENANCE/OPER	001.0422.060.032		JUNE 2015		304 00105
CITY FUEL 06/2015	73.73	VEHICLE MAINTENANCE/OPER	001.0415.060.032		JUNE 2015		304 00105
CITY FUEL 06/2015	1,032.30	VEHICLE MAINTENANCE/OPER	062.0462.060.032		JUNE 2015		304 00105
CITY FUEL 06/2015	1,032.30	VEHICLE MAINTENANCE/OPER	063.0463.060.032		JUNE 2015		304 00105
CITY FUEL 06/2015	73.73	VEHICLE MAINTENANCE/OPER	001.0421.060.032		JUNE 2015		304 00105
TRANSIT FUEL 06/2015	1,129.69	VEHICLE MAINT/OPERATIONS	021.0424.060.032		JUNE 2015		304 00106
FIRE DEPT FUEL 06/2015	724.89	VEHICLE GASOLINE	004.0414.060.035		JUNE 2015		304 00107
	8,733.75	*VENDOR TOTAL					
WILLITTS EQUIPMENT CO. RPLCE PCKING WELL10 6/15	213.23	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		26978		304 00094
WOODLAKE AUTO PARTS BULB 06/2015	11.66	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		610292		304 00012
BATTERY 06/2015	133.38	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		610328		304 00013
START FL 06/2015	3.60	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		610469		304 00003
BLWR MTR RESISTR 06/2015	18.81	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		610725		304 00002
GPT FL SKT 06/2015	7.75	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		611042		304 00004
BELTS/CAM TOOL 06/2015	72.85	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		611090		304 00008
SUPPLIES 06/2015	166.80	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		611142		304 00005
SUPPLIES 06/2015	69.82	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		611279		304 00011
CONNECTOR 06/2015	48.81	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		611404		304 00007
CAR WASH GAL 06/2015	15.70	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		611406		304 00006

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WOODLAKE AUTO PARTS									
CRIMPING TOOL 06/2015	24.30	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		611659			304	00009
DISC BRAKE ROTOR 06/2015	110.20	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		611936			304	00001
BELT SERPENTINE 06/2015	32.89	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		611946			304	00010
	716.57	*VENDOR TOTAL							
WOODLAKE GROWERS SUPPLY									
CREDIT 06/2015	1.62	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		216565			304	00038
SUPPLIES 06/2015	28.51	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		216692			304	00039
DOG FOOD 06/2015	21.59	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		216799			304	00040
SUPPLIES 06/2015	3.70	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		216889			304	00037
SUPPLIES 06/2015	12.80	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		216958			304	00041
	68.22	*VENDOR TOTAL							
WOODLAKE HARDWARE CO									
SUPPLIES 06/2015	6.26	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		238056			304	00043
SUPPLIES 06/2015	20.50	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		238075			304	00050
SUPPLIES 06/2015	26.99	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		238079			304	00048
SUPPLIES 06/2015	26.99	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		238079			304	00049
CREDIT 06/2015	59.36CR	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		238080			304	00047
PLUGS 06/2015	2.15	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		238081			304	00051
KEY 06/2015	5.38	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		238219			304	00055
SUPPLIES 06/2015	16.17	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		238294			304	00060
SPICKET 06/2015	11.87	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		238319			304	00058
KEY 06/2015	3.23	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		238817			304	00044
SUPPLIES 06/2015	22.66	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		238849			304	00052
EXTRACTER 06/2015	20.51	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		238945			304	00056
SUPPLIES 06/2015	7.53	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		239010			304	00059
SUPPLIES 06/2015	72.32	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		239043			304	00061
SUPPLIES 06/2015	23.64	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		239044			304	00062
KVES 06/2015	11.87	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		239574			304	00042
POWER NOZZLE 06/15	15.10	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		239609			304	00045
DRILL BIT/CBLE TIE 6/15	59.36	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		239620			304	00046
SUPPLIES 06/2015	17.45	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		239630			304	00053
SUPPLIES 06/2015	21.90CR	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		239637			304	00054
BATTERIES 06/2015	28.06	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		239642			304	00057
	324.78	*VENDOR TOTAL							
WOODLAKE LIONS CLUB									
FRWRKS BOOTH DEPST 6/15	100.00	SPECIAL DEPARTMENT	EXPEN 001.0403.060.029					304	00152
BSNESS LIC REIMBR 6/15	80.00	BUSINESS LICENSES						304	00153
	180.00	*VENDOR TOTAL							

ACS FINANCIAL SYSTEM  
07/23/2015 11:12:06

VENDOR NAME  
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

CITY OF WOODLAKE  
GL540R-V07.27 PAGE 6

AMOUNT ACCOUNT NAME FUND & ACCOUNT

CLAIM INVOICE PO# F/P ID LINE

60,079.54

RECORDS PRINTED = 000161

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 . . . . .

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New FY 15/16

ACS FINANCIAL SYSTEM  
 07/23/2015 11:11:00  
 Check Register  
 GL540R-V07.27 PAGE 1  
 CITY OF WOODLAKE

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK OF VISALIA				
000494	STATE OF CA-EDD	60333	07/10/15	2,519.38
000799	STATE OF CALIFORNIA	60334	07/10/15	136.18
000494	STATE OF CA-EDD	60335	07/24/15	1,785.48
000799	STATE OF CALIFORNIA	60336	07/24/15	1,123.19
000034	A C S	60370	07/24/15	2,972.71
001086	ADSI	60371	07/24/15	1,200.00
000783	AFLAC	60372	07/24/15	385.58
-50710	ALCARAZ, MELECIO	60373	07/24/15	49.69
001227	ANTHEM	60374	07/24/15	1,145.69
001226	BENELECT	60375	07/24/15	745.00
001315	BILL WALL'S DIRECT APPRO	60376	07/24/15	55.00
000351	BSK ASSOCIATES	60377	07/24/15	185.00
001152	CAL PEES - WDLK FIRE DIS	60378	07/24/15	3,096.00
000646	DEARBORN NATIONAL LIFE I	60379	07/24/15	283.48
001249	EXETER VETERINARY HOSPIT	60380	07/24/15	48.30
000196	FRESNO OXYGEN	60381	07/24/15	304.39
000861	GROENIGER & CO.	60382	07/24/15	2,113.93
000118	GROSS & STEVENS	60383	07/24/15	1,174.12
000497	HAAKER EQUIPMENT COMPANY	60384	07/24/15	604.80
001371	HD SUPPLY WATERWORKS	60385	07/24/15	5,174.49
001438	J&B FARM LABOR CONTRACTO	60386	07/24/15	750.00
001179	JMP BUSINESS SYSTEMS, IN	60387	07/24/15	244.28
001261	KEY EVIDENCE LOCK & SAFE	60388	07/24/15	176.80
000530	MONARCH FORD	60389	07/24/15	34.25
001087	PROTECTION ONE	60390	07/24/15	47.72
001026	QUINN RENTAL SERVCIES	60391	07/24/15	319.57
.50711	RAMIREZ/RUBEN	60392	07/24/15	150.00
.50709	ROCHA/CINDY	60393	07/24/15	21.59
000116	SAFETY KLEEN CORP.	60394	07/24/15	25.00
.40718	ST. JOHN'S RIVER MUTUAL	60395	07/24/15	330.00
001437	TELEDYNE INSTRUMENTS, IN	60396	07/24/15	229.50
001210	US BANK	60397	07/24/15	253.12
001146	USA BLUE BOOK	60398	07/24/15	416.45
000924	VISALIA FORD	60399	07/24/15	1,805.68
BANK OF VISALIA				28,906.37

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ACS FINANCIAL SYSTEM  
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BANK VENDOR

REPORT TOTALS:

Check Register

GL540R-V07.27

CITY OF WOODLAKE

PAGE 2

CHECK#	DATE	AMOUNT
		28,906.37

RECORDS PRINTED - 000100

VENDOR NAME  
DESCRIPTION

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A C S SERVICES 07/2015	2,972.71	SPECIAL DEPARTMENT	001.0410.060.029		1170050		305 00023
ADSI RECORDS MNGMNT SYS 7/15	1,200.00	CONTRACTURAL SERVICES	001.0411.060.028		6557		305 00038
AFLAC SUPPLMNTL INS. 07/15	385.58	ACCIDENT & DIS INS WITHH	001.0000.200.038		891173		305 00017
ALCARAZ, MELECIO WTR DEP RFND 07/2015	49.69	UTILITY DEPOSITS	001.0000.200.034				305 00034
ANTHEM BILLS INSURANCE 07/2015	44.71	HEALTH INSURANCE	001.0403.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	43.56	HEALTH INSURANCE	001.0404.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	22.36	HEALTH INSURANCE	001.0405.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	46.90	HEALTH INSURANCE	001.0415.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	19.92	HEALTH INSURANCE	001.0416.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	75.81	HEALTH INSURANCE	001.0418.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	31.61	HEALTH INSURANCE	001.0421.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	105.87	HEALTH INSURANCE	001.0422.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	61.47	HEALTH INSURANCE	061.0461.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	273.69	HEALTH INSURANCE	062.0462.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	252.04	HEALTH INSURANCE	063.0463.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	95.88	HEALTH INSURANCE	021.0424.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	42.04	HEALTH INSURANCE	029.0429.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	21.74	HEALTH INSURANCE	032.0440.050.008		AUGUST 2015		305 00020
BILLS INSURANCE 07/2015	8.09	HEALTH INSURANCE	001.0402.050.008		AUGUST 2015		305 00020
	1,145.69	*VENDOR TOTAL					
BENELECT EMPLOYEES & RETIREES 7/15	16.39	HEALTH INSURANCE	001.0403.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	15.97	HEALTH INSURANCE	001.0404.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	8.19	HEALTH INSURANCE	001.0405.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	17.19	HEALTH INSURANCE	001.0415.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	7.30	HEALTH INSURANCE	001.0416.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	27.79	HEALTH INSURANCE	001.0418.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	11.58	HEALTH INSURANCE	001.0421.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	38.81	HEALTH INSURANCE	001.0422.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	22.53	HEALTH INSURANCE	061.0461.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	100.33	HEALTH INSURANCE	062.0462.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	92.39	HEALTH INSURANCE	063.0463.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	35.15	HEALTH INSURANCE	021.0424.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	15.41	HEALTH INSURANCE	029.0429.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	7.97	HEALTH INSURANCE	032.0440.050.008		AUGUST 2015		305 00027
EMPLOYEES & RETIREES 7/15	3.00	HEALTH INSURANCE	001.0402.050.008		AUGUST 2015		305 00027
PD EXPENSE 07/2015	210.00	HEALTH INSURANCE	001.0411.050.008		AUGUST 2015		305 00028
FIRE DEPT 07/2015	90.00	HEALTH INSURANCE	004.0414.050.008		AUGUST 2015		305 00029
ADMIN FEE 07/2015	0.97	HEALTH INSURANCE	001.0403.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.95	HEALTH INSURANCE	001.0404.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.48	HEALTH INSURANCE	001.0405.050.008		AUGUST 2015		305 00030

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BENELECT							
ADMIN FEE 07/2015	1.02	HEALTH INSURANCE	001.0415.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.43	HEALTH INSURANCE	001.0416.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	1.65	HEALTH INSURANCE	001.0418.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.68	HEALTH INSURANCE	001.0421.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	2.31	HEALTH INSURANCE	001.0422.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	1.34	HEALTH INSURANCE	061.0461.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	5.97	HEALTH INSURANCE	062.0462.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	5.49	HEALTH INSURANCE	063.0463.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	2.09	HEALTH INSURANCE	021.0424.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.91	HEALTH INSURANCE	029.0429.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.47	HEALTH INSURANCE	032.0440.050.008		AUGUST 2015		305 00030
ADMIN FEE 07/2015	0.24	HEALTH INSURANCE	001.0402.050.008		AUGUST 2015		305 00030
	745.00	*VENDOR TOTAL					
BILL WALL'S DIRECT APPRO							
UPDATE FIREWALL 07/15	55.00	CONTRACTURAL SERVICES	001.0411.060.028		15069		305 00013
BSK ASSOCIATES							
WEEKLY EFFLUENT 07/2015	185.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A514893		305 00001
CAL PERS - WDLK FIRE DIS							
PERS 07/2015	3,096.00	CITY PAID EMPLOYEE PERS	004.0414.050.013		14566392		305 00016
DEARBORN NATIONAL LIFE I							
CITY EMPLOYEES 07/2015	6.57	HEALTH INSURANCE	001.0403.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	6.40	HEALTH INSURANCE	001.0404.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	3.28	HEALTH INSURANCE	001.0405.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	6.89	HEALTH INSURANCE	001.0415.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	2.93	HEALTH INSURANCE	001.0416.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	11.14	HEALTH INSURANCE	001.0418.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	4.64	HEALTH INSURANCE	001.0421.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	15.56	HEALTH INSURANCE	001.0422.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	9.03	HEALTH INSURANCE	061.0461.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	40.24	HEALTH INSURANCE	062.0462.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	37.06	HEALTH INSURANCE	063.0463.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	14.10	HEALTH INSURANCE	021.0424.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	6.18	HEALTH INSURANCE	029.0429.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	3.19	HEALTH INSURANCE	032.0440.050.008		AUGUST 2015		305 00039
CITY EMPLOYEES 07/2015	1.27	HEALTH INSURANCE	001.0402.050.008		AUGUST 2015		305 00039
PD EMPLOYEES 07/2015	115.00	HEALTH INSURANCE	001.0411.050.008		AUGUST 2015		305 00040
	283.48	*VENDOR TOTAL					
EXETER VETERINARY HOSPIT							
OFFICE EXAM 07/2015	48.30	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		128595		305 00037
FRESNO OXYGEN							
DIAMOND BLADES 07/2015	152.20	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		61693392		305 00010
DIAMOND BLADES 07/2015	152.19	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		61693392		305 00011
	304.39	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GROENIGER & CO. SUPPLIES 07/2015	1,452.58	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		1095104-2		305 00031
SUPPLIES 07/2015	661.35	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		1100981		305 00005
	2,113.93	*VENDOR TOTAL					
GROSS & STEVENS SERVICES 07/2015	1,174.12	VEHICLE MAINTENANCE/OPER	001.0411.060.032		81200		305 00026
HAAKER EQUIPMENT COMPANY 5SEG BRM SET 07/2015	604.80	SPECIAL DEPARTMENT	EXPEN 001.0422.060.029		C14278		305 00041
HD SUPPLY WATERWORKS METER INSTALLS 07/2015	3,297.42	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		E160429		305 00032
SUPPLIES 07/2015	1,877.07	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		E204617		305 00004
	5,174.49	*VENDOR TOTAL					
J&B FARM LABOR CONTRACTO SERVICES 07/2015	750.00	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		15000400		305 00015
JMP BUSINESS SYSTEMS, IN INK CARTRIDGE 07/2015	244.28	SPECIAL DEPARTMENT	EXPEN 001.0410.060.029		52386		305 00022
KEY EVIDENCE LOCK & SAFE SERVICE CALL 07/2015	176.80	OFFICE EQUIPMENT MAINTEN	001.0411.060.026		49266		305 00019
MONARCH FORD AAA COVER 07/2015	34.25	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		92922		305 00036
PROTECTION ONE ALARM SERVICES 07/2015	47.72	CONTRACTURAL SERVICES	063.0463.060.028				305 00025
QUINN RENTAL SERVICES SEAL O RING 07/2015	71.08	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		PC000340999		305 00006
SEAL O RING 07/2015	71.09	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		PC000340999		305 00007
SUPPLIES 07/2015	88.70	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		PC000341000		305 00008
SUPPLIES 07/2015	88.70	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		PC000341000		305 00009
	319.57	*VENDOR TOTAL					
RAMIREZ/RUBEN WTR DEP REFUND 07/15	150.00	UTILITY DEPOSITS	001.0000.200.034				305 00035
ROCHA/CINDY WTR DEP RFND 07/2015	21.59	UTILITY DEPOSITS	001.0000.200.034				305 00033
SAFETY KLEEN CORP. SERVICES 07/2015	25.00	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		67513876		305 00012
ST. JOHN'S RIVER MUTUAL ASSESSMENT NO 678 7/15	330.00	UTILITIES	001.0421.060.021		85		305 00021

ACS FINANCIAL SYSTEM  
07/23/2015 11:25:17

VENDOR NAME  
DESCRIPTION

STATE OF CA-EDD  
CTY ST TAX DEP 07/15  
CTY ST TAX DEP 07/2015

STATE OF CALIFORNIA  
FIRE ST TAX DEP 07/15  
FIRE ST TAX DEP 07/2015

TELEDYNE INSTRUMENTS, IN  
PUMP TUBING 07/2015

US BANK  
COW PRINTER 07/2015

USA BLUE BOOK  
POWDER FREE GLOVES 7/15

VISALIA FORD  
SERVICES 07/2015

Schedule of Bills

GL540R-V07.27 PAGE 4  
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
2,519.38	WITHHOLDING TAX-STATE	001.0000.200.028				307 00001
1,785.48	WITHHOLDING TAX-STATE	001.0000.200.028				307 00003
4,304.86	*VENDOR TOTAL					
136.18	WITHHOLDING TAX-STATE	004.0000.200.028				307 00002
123.19	WITHHOLDING TAX-STATE	004.0000.200.028				307 00004
259.37	*VENDOR TOTAL					
229.50	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		606700044		305 00014
253.12	CONTRACTURAL SERVICES	001.0410.060.028		282127414		305 00024
416.45	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		695022		305 00042
1,805.68	CONTRACTURAL SERVICES	021.0424.060.028		C52896		305 00018

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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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28,906.37

RECORDS PRINTED - 000100

Schedule of Bills

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

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New FY 15/16

ACS FINANCIAL SYSTEM  
07/23/2015 11:

Check Register CITY OF WOODLAKE  
GL540R-V07.27 PAGE 1

BANK VENDOR  
BANK BANK OF VISALIA  
000534 PEREZ/ANTHONY  
BANK OF VISALIA

CHECK#	DATE	AMOUNT
13549	07/14/15	66.60
		66.60 ***



ACS FINANCIAL SYSTEM  
07/23/2015 11:41:11

VENDOR\_NAME  
DESCRIPTION

PEREZ/ANTHONY  
OUTPTNT VISIT 07/2015

Schedule of Bills

GL540R-V07.27 PAGE 1  
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
66.60	HEALTH INSURANCE	004.0414.050.008						

308 00001

ACS FINANCIAL SYSTEM  
07/23/2015 11:41:11

VENDOR NAME  
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

GL540R-V07.27 PAGE 2  
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
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66.60

RECORDS PRINTED - 000001

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 .....

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# City of Woodlake

## **AGENDA ITEM IV-C**

**July 27, 2015**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Authorize the City Administrator to File the Regional Surface Transportation Program (RSTP) Exchange Program Fund Claim for Fiscal Year 2014-2015 on Behalf of the City of Woodlake

### **BACKGROUND:**

Annually, Caltrans and the Tulare County Association of Governments enter into a Standard Agreement contract that includes an RSTP Exchange Program. The contract allows for the exchange of unobligated balances of federal Regional Surface Transportation Program funds with non-federal State Highway Account funds. TCAG then applies a RSTP population based distribution formula using current Department of Finance (DOF) population estimates (January 2015) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions.

### **DISCUSSION:**

For Fiscal Year 2014-2015 the City of Woodlake has an estimated RSTP Exchange Program fund apportionment amount available to claim in the amount of seventy-seven thousand one hundred and sixty-eight dollars (\$77,168). The funds are to be accounted for in the Gas Tax Fund and the City uses them for rehab and maintenance projects.

### **RECOMMENDATIONS:**

Authorize the City Administrator to sign and file the above described FY14-15 RSTP Exchange Program fund claim on behalf of the City of Woodlake in the amount of seventy-seven thousand one hundred and sixty-eight dollars (\$77,168). The funds are to be accounted for in the Gas Tax Fund to be used by the City for rehab and maintenance projects.

### **FISCAL IMPACT:**

There is no fiscal impact to the City of Woodlake General Fund. The funds, when received, will be accounted for in the Gas Tax Fund and the City will use them for rehab and maintenance projects as budgeted.

**ATTACHMENTS:**

1. Resolution: Authorize the City Administrator to File the Regional Surface Transportation Program (RSTP) Exchange Program Fund Claim For Fiscal Year 2014-2015 on Behalf of the City of Woodlake
2. Attachment No. 1 - Claim to the Tulare County Association of Governments for Regional Surface Transportation Program (RSTP) Funds in Exchange for State Highway Account Funds FY 2014-2015

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

In the matter of:

AUTHORIZE THE CITY ADMINISTRATOR TO ) Resolution No.  
FILE THE REGIONAL SURFACE TRANSPORTATION )  
PROGRAM (RSTP) EXCHANGE PROGRAM FUND )  
CLAIM FOR FISCAL YEAR 2014-2015 ON BEHALF )  
OF THE CITY OF WOODLAKE )

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Authorize the City Administrator to File the Regional Surface Transportation Program Exchange Program Fund Claim For Fiscal Year 2014-2015 on Behalf of the City of Woodlake.

WHEREAS, the Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS, Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2-years to California Metropolitan Planning Organizations (MPOs);

WHEREAS, TCAG is the designated MPO for Tulare County;

WHEREAS, the Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the fiscal year (2014-2015) due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional action (i.e. rescissions);

WHEREAS, a FINAL RSTP Exchange apportionment amount is published at the end of the FY14-15 and can be different than the ESTIMATE RSTP Exchange apportionment figure;

WHEREAS, Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure;

WHEREAS, TCAG applies a RSTP population based distribution formula using current Department of Finance (DOF) population estimates (January 2015) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distribution to TCAG member jurisdictions;

WHEREAS, the City of Woodlake has an ESTIMATE RSTP Exchange Program fund apportionment amount available to claim in FY14-15 is seventy-seven thousand one hundred and sixty-eight dollars (\$77,168);

WHEREAS, payment of the ESTIMATE RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange Claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United

States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

WHEREAS, if the FINAL RSTP Exchange apportionment figure is higher for FY14-15 than the ESTIMATE RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor Controller's Officer to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution;

WHEREAS, if the FINAL RSTP Exchange apportionment figure is lower for FY14-15 than the ESTIMATE RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor Controller's Officer to distribute the lower FY14-15 FINAL RSTP Exchange Program fund amount to member agencies;

WHEREAS, the City of Woodlake has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS, it is deemed in the best interest of the City of Woodlake the City Administrator is authorized to sign the FY14-15 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW THEREFORE, be it resolved that the City Administrator of the City of Woodlake is authorized and directed to sign and file the above described FY14-15 RSTP Exchange Program fund claim on behalf of the City of Woodlake in the amount of seventy-seven thousand one hundred and sixty-eight dollars (\$77,168).

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 July 27, 2015.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Rudy Mendoza, Mayor

ATTEST:

\_\_\_\_\_  
Irene Zacarias, City Clerk

**Claim to the Tulare County Association of Governments  
for Regional Surface Transportation Program (RSTP) Funds in Exchange for  
State Highway Account Funds FY2014-2015**

**Claimant:** City of Woodlake

**FY14/15 Claim Amount:** \$77,168.00

**Claim Guidelines:**

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

**Claim Instructions:**

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. ()
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. ()

Project	Cost of Project	Air Quality	Exempt
1. City-wide rehab and resurfacing project.	\$77,168.00	<input type="checkbox"/>	X
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>

**Claim to the Tulare County Association of Governments  
for Regional Surface Transportation Program (RSTP) Funds in Exchange for  
State Highway Account Funds FY 2014-2015**

**Claimant:**

**FY 2014-2015 Claim Amount:\$77,168.00**

It is understood by the City of Woodlake (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the City Administrator of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, TCAG

\_\_\_\_\_  
Print Name

# City of Woodlake

## **AGENDA ITEM V-B**

**July 27, 2015**

**Prepared by Jason Waters, City Staff**

### **SUBJECT:**

**Information:** Ordinance Updates: Curfew, Graffiti, Mobile Food Vendors, Lawn Parking

### **BACKGROUND:**

The City of Woodlake is undergoing a review of local City Ordinances to see if there is a need to create or revise ordinances.

### **DISCUSSION:**

City Council has asked staff to review a number of City Ordinances. Staff has reviewed the City's existing curfew ordinance and has looked at potential approaches to new City ordinances, including a graffiti, mobile food vendor, and lawn parking ordinance.

#### **Curfew**

The City currently has a curfew ordinance that makes it generally unlawful for individuals under the age of 18 to loiter or remain in public places between the hours of 10:30 PM and 4:00 AM. The current enforcement structure does not allow for "administrative fines", which the City may want to consider adding to the ordinance.

#### **Graffiti**

The City does not currently have a graffiti ordinance. City Staff has reviewed ordinances from other cities and has found that, in general, most graffiti ordinances contain the following items:

- **Penalty Structure:** Fines, payment for damages, community services, etc. These fines tend to be a few hundred dollars plus the cost of removal. Some cities allow for restitution in the form of community service when a financial penalty presents an undue hardship or if the individual is a minor.
- **Removal Time Frame:** Usually within 24 - 48 hours
- **Responsible Party for Removing Graffiti:** When known, the individual who applied the graffiti is responsible for removal or payment for removal. If the individual responsible is unknown, some cities take the responsibility for removal, while other cities transfer that responsibility to the property owner.

## Mobile Food Vendors

The City does not currently have a food truck/mobile food vendor ordinance. City Staff has reviewed ordinances from other cities and has found that, in general, most food truck ordinances contain the following items:

- **Operating Hours:** Cities often specify the specific hours whereby food vendors can operate or specify the number of hours a food truck can operate. For example, the City could elect to allow food trucks to operate from 8:00 PM to Midnight OR the City could allow food vendors to operate for limited periods of time at a location (4 hour limit, for example).
- **Operating Locations:** The City can choose to specify specific locations where food vendors can operate or can allow private businesses to use their property as mobile vending locations.
- **Permitting:** Many cities have a special permit that is issued to mobile food vendors. This permit would specify rules for waste disposal, seating, location, etc.

## Lawn Parking

The City does not currently have a lawn parking ordinance. City Staff has reviewed ordinances from other cities and has found that, in general, most lawn parking ordinances contain the following items:

- **Definition of “Lawn Parking”:** Most ordinances specify what is meant by “lawn parking”. Typically, these ordinances prohibit the parking of automobiles, trucks, boats, campers, recreational vehicles and motorcycles from parking on any portion of a front yard or corner lot side yard except when that area is paved.
- **Fines:** Fines ranged from \$25.00 to \$100.00 per day for a first citation. Usually these citations were given for each day the owner was in violation.

## ATTACHMENTS:

1. None

# City of Woodlake

## **AGENDA ITEM V-C**

**July 27, 2015**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

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

### **BACKGROUND:**

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

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

### **DISCUSSION:**

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

The City has begun to request informal bids for the construction of a test well along the St. Johns River. Well contractors are in large demand and soliciting bids has been a challenge. Most contractors are booked for extended periods of time and will not be available until next calendar year. As the City's need for a new well increases, it will be key that the City is able to find a contractor that has the ability to construct a well immediately.

**RECOMMENDATIONS:**

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

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 27th day of July 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 July 27, 2015.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Rudy Mendoza, Mayor

ATTEST:

\_\_\_\_\_  
Irene Zacarias, City Clerk

# City of Woodlake

## **AGENDA ITEM V-D**

**July 27, 2015**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

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

### **BACKGROUND:**

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

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

### **DISCUSSION:**

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

At this time the City is prepared to drill a test well along the St. Johns River within the City Airport Property. This test well will help verify that a new well along the St. Johns River would be beneficial to the City. If the test well shows that the St. Johns River location is conducive to a new well, the City will move forward with drilling a new well at that site. City staff believes that if a new, deeper well is not added to the current water system immediately, then the City may not have the ability to meet its customers' demands this summer. Staff is requesting that Council declare this situation an emergency and allow for the expenditure of public money to safeguard the health of City residents.

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

#### **RECOMMENDATIONS:**

Staff recommends that the City Council approve the emergency expenditures of public money for the construction of a test well and new City well to meet the demands of its customers and to safeguard the health of City residents. The City Council will review the need for continuing emergency expenditures at every scheduled Council meeting until the action is terminated.

#### **FISCAL IMPACT:**

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

#### **ATTACHMENTS:**

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that this City Council will review the need for continuing emergency expenditures at every regularly scheduled meeting hereafter until the drought emergency is terminated or no further emergency expenditures are necessary. [Note: Public Contract Code section 22050(c) requires the governing board to review the emergency expenditures at every regularly scheduled meeting until the governing body terminates the emergency expenditure or emergency no longer exists.] **DECLARED** this 27<sup>th</sup> day of July 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 July 27, 2015.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Rudy Mendoza, Mayor

ATTEST:

\_\_\_\_\_  
Irene Zacarias, City Clerk

# City of Woodlake

## **AGENDA ITEM V-E**

**July 27, 2015**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Award the Agreement for Right of Way Acquisition Services for the South Valencia ADA Project to the Best Qualified Firm, Hamner, Jewel & Associates

### **BACKGROUND:**

City of Woodlake staff and City Engineer Quad Knopf have been working with Caltrans on the preliminary engineering for the South Valencia ADA Project. The project is funded with Measure R, Local Funds and State SHOPP Minor Funds.

### **DISCUSSION:**

It has been determined that as part of the construction of the project the City will need to acquire forty four (44) separate parcel slivers. The right-of-way acquisition will allow for the construction of curb, gutter, sidewalk and storm drain improvements on South Valencia Blvd. from Bravo Avenue south to the Wutchumna Ditch.

The City has budgeted three hundred and thirteen thousand dollars (\$313,000) for right-of-way costs including title reports, legal descriptions, Caltrans coordination, appraisals and acquisition. The City went out to bid for right of way acquisition services in an attempt to hire the most qualified firm as it relates to the City's project. The firm will be responsible for: appraisals and "good faith negotiations" with property owners for the purchase of right-of-way; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and City's standard purchase agreement; coordination with City staff; performance of notary services related to the signing of acquisition documents; escrow coordination with the City's selected title company; completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

The City had the following seven firms submit a proposal:

- Hamner, Jewel & Associates
- Bender Rosenthal, Inc.
- Interwest Consulting Group
- Overland, Pacific & Cutler, Inc.
- Associated Right of Way Services
- Paragon Partners
- Ruettgers & Schuler Civil Engineers

**RECOMMENDATIONS:**

After reviewing all proposals and interviewing perspective firms the panel was most impressed by Hamner, Jewell & Associates. The firm showed a willingness to engage property owners on a one on one basis and negotiate with them at the property owners' convenience. They also showed great understanding of Caltrans policies and procedures as they relate to right-of-way. Their cost proposal was for seventy-nine thousand dollars (\$79,000).

**FISCAL IMPACT:**

The right of way services will be funded with Measure R and Local Funds. The cost proposal submitted by Hamner, Jewell & Associates is within the budgeted amount.

**ATTACHMENTS:**

1. Resolution: Award the Agreement for Right of Way Acquisition Services for the South Valencia ADA Project to the Best Qualified Firm Hamner, Jewel & Associates
2. Attachment No. 1 – DRAFT Agreement

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

In the matter of:

AWARD THE AGREEMENT FOR RIGHT ) Resolution No.  
OF WAY SERVICES FOR THE SOUTH )  
VALENCIA ADA PROJECT TO THE BEST )  
QUALIFIED FIRM HAMNER, JEWELL & )  
ASSOCIATES )

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Award the agreement for right of way acquisition services for the South Valencia ADA Project to the best qualified firm Hamner, Jewel & Associates.

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

WHEREAS, it has been determined that as part of the construction of the project the City will need to acquire forty four (44) separate parcel slivers; and,

WHEREAS, the City will need to hire a qualified firm to be responsible for: appraisals and “good faith negotiations” with property owners for the purchase of right-of-way; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and City’s standard purchase agreement; coordination with City staff; performance of notary services related to the signing of acquisition documents; escrow coordination with the City’s selected title company; completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to award the agreement for right of way acquisition services for the South Valencia ADA Project to the best qualified firm Hamner, Jewel & Associates for an amount not to exceed seventy-nine thousand dollars (\$79,000).

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 July 27, 2015.

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

\_\_\_\_\_  
Rudy Mendoza, Mayor

ATTEST:

\_\_\_\_\_  
Irene Zacarias, City Clerk

## PROFESSIONAL SERVICES AGREEMENT

### CITY OF WOODLAKE SOUTH VALENCIA ADA PROJECT

This Agreement and Contract, entered into this 28th day of July, 2015, by and between the City of Woodlake, hereinafter referred to as the “**CITY**”, and Hamner, Jewell & Associates hereinafter referred to as the “**CONSULTANT**”.

#### W I T N E S S E T H

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the CITY desires to secure certain technical and professional services to assist in the preparation and completion of the items of work described as “**Scope of Work**” in **EXHIBIT “A”**, and hereinafter referred to as the “**PROJECT**”; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

#### **I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in **EXHIBIT “A”** - Scope of Work, for the cost identified in **EXHIBIT “B”** - Project Fee. Except to the extent specifically indicated in this Agreement or otherwise required by this Agreement, the requirements of the Request For Proposal are incorporated herein and made an integral part of this Agreement.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in **EXHIBIT “A”** may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached **EXHIBIT “C”** - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.
- C. Conditions of Funding Sources: To the extent that this Agreement or any services hereunder on the applicable CITY project are funded by fiscal assistance from another governmental entity, CONSULTANT and any of its sub-

consultants shall and must comply with all applicable conditions, requirements, rules and regulations to which CITY is bound by the terms of such fiscal assistance program. Notwithstanding any other provision within this Agreement, in the event of any conflict between any binding written requirement of any such funding source(s) and this Agreement, the former shall be controlling only to the extent of such conflict and the latter shall otherwise remain effective in all other contexts.

## II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days following City's issuance of Notice to Proceed and shall complete the work within the timeframes outlined in **EXHIBIT "A"**, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

## III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, a sum not to exceed seventy-nine thousand dollars and zero cents (\$79,000). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services necessary to complete the work and PROJECT identified in **EXHIBITS "A" and "B"**.
- B. Payment of Compensation: In consideration for said services and materials, CITY shall pay CONSULTANT on time and materials basis, more fully described in **EXHIBIT "B"**, a sum not to exceed seventy-nine thousand dollars and zero cents (\$79,000). The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the hours for each staff to date and since the date of the preceding billing, if any.

#### IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Administrator shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Woodlake is legally or specifically required.
- B. CONSULTANT: Cathy Springford, Hamner, Jewell & Associates shall represent and act as principle representative for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

#### V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination Without Cause: The CITY may terminate this Agreement at any time by giving written notice and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
  - 1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  - 2. If the CONSULTANT fails to make progress under this Agreement as to endanger the full and timely performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
  - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services to replace those terminated.
  - 2. Except with respect to defaults of sub-consultants for which CONSULTANT shall be responsible, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of

causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall be liable for failure to perform.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the proportion of services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid to CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was properly terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
  1. Participate in any decision relating to this Agreement which effects his/her personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure or for one year thereafter.

- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he/she/it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

## **VII. NO PERSONNEL AGENCY, COMMISSION, OR CONTINGENT FEE**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **I. SUBCONSULTANT**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of fifty percent (50%) of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.
- C. Nothing contained in this Contract or otherwise, shall create any contractual relation between the CITY and any sub-consultants, and no subcontract shall relieve the CONSULTANT of his/her/its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its sub-consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its sub-consultants is an obligation independent from the CITY's obligation to make payments to the CONSULTANT hereunder.
- D. Any subcontract, entered into as a result of this Contract, must incorporate all the provisions of this Contract and expressly indicate that all such provisions shall be applicable to sub-consultants.

- E. CONSULTANT shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- F. Any substitution of sub-consultants must be approved in writing by the CITY'S Contract Administrator in advance of assigning work to a substitute sub-consultant.

## **II. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

- A. If the funding for the PROJECT is derived from a third-party governmental agency and has a DBE goal, the CONSULTANT must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE sub-consultant is unable to perform, the CONSULTANT must make a good faith effort to replace him/her/it with another DBE sub-consultant, if the goal would not otherwise be met.

## **III. PERFORMANCE OF DBE CONSULTANT AND OTHER DBE SUBCONSULTANT/SUPPLIERS**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **IV. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONSULTANTS**

- A. Any subcontract entered into as a result of this Contract must contain all of the provisions of this section.
- B. No retainage will be withheld by the CITY from progress payments due the prime CONSULTANT. Retainage by the prime CONSULTANT or sub-consultants is prohibited, and no retainage will be held by the prime CONSULTANT from progress due sub-consultants. Any violation of this provision shall subject the violating prime CONSULTANT or sub-consultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime CONSULTANTS and sub-consultants.

#### **V. DBE RECORDS**

- A. If needed, the CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

#### **VI. DBE CERTIFICATION AND DECERTIFICATION STATUS**

If a DBE sub-consultant is decertified during the life of the Contract, the decertified sub-consultant must notify the CONSULTANT in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Contract, the sub-consultant must notify the CONSULTANT in writing with the date of certification. Any changes should be reported to the CITY'S Contract Administrator within thirty (30) calendar days.

#### **VII. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its

employees including compliance with social security and income tax withholding and all other regulations governing such matters. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

## VIII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## IX. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers, documents, photographs and other writings, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use by CITY of the completed documents for other projects and any use by CITY of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence any confidential information which: (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

- G. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY (and any funding agency) be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.
- H. Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this agreement.

## **X. INDEMNIFICATION AND INSURANCE**

- A. As respects acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising out of CONSULTANT's negligent or tortious acts, errors or omissions in the performance of his/her/its professional services under the terms of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; excepting those which arise out of the sole negligence of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers' compensation insurance as required by California statutes.
  - 2. Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than Two Million Dollars (\$2,000,000). CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement. During this four (4) year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
  4. Comprehensive Automobile Liability coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- D. If a Commercial General Liability Insurance or an Automobile Liability form or other form of insurance contains a general aggregate limit, either the general aggregate limit must apply separately to the work to be performed under this Agreement or the general aggregate limit must be at least five million U.S. dollars (\$5,000,000 USD).
- E. Each insurance policy required by this Agreement must contain the following clause:
- “This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Woodlake, 350 N. Valencia Boulevard, Woodlake, CA 93286.”

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

- “It is agreed that any insurance maintained by the City of Woodlake shall apply in excess of and not contribute with insurance provided by this policy.”
- “The City of Woodlake, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodlake.”
- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days after the execution date of this Agreement, CONSULTANT must provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced<sup>64</sup>above.

Said endorsements must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
  3. Terminate this Agreement, effective within the earlier of either: (a) ten (10) business days after notice of termination; (b) the effective date of any cancellation of insurance; or (c) the date it is discovered that any required insurance is not in effect.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its sub-consultant's performance of the work/services covered under this Agreement.

- H. The indemnification obligations hereunder shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

## **XI. NON-DISCRIMINATION CLAUSE**

During the performance of this Contract, CONSULTANT and its sub-consultants must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, denial of family care leave or any other legally protected classification. CONSULTANT and sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and sub-consultants shall comply with all laws, including the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

## **XII. MISCELLANEOUS PROVISIONS**

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CONSULTANT or CITY become aware of the presence of asbestos or hazardous material at the jobsite, such party must immediately notify the other party and CONSULTANT shall assist the CITY in complying with all applicable federal and state rules and regulations pertaining to notification of the prime and subcontractors performing work.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal mediation between the parties to this Agreement shall only be adjudicated in a Court of Law under the laws of the State of California, provided that CONSULTANT has fully complied with the Government Claims Act (Gov. Code §§ 800 et seq.) with respect to any claim asserted by CONSULTANT.

- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF WOODLAKE  
350 N. Valencia Blvd.  
Woodlake, CA 93286  
Attention: City Administrator

HAMNER, JEWELL – CONSULTANT  
901 E. Main Street  
Visalia, CA 93291  
Attention: Cathy Springford

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute after compliance with statutory claim presentation requirements, if any.
- N. No Third-Party Beneficiaries Intended: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

### **XIII. ADDITIONAL MISCELLANEOUS PROVISIONS**

- A. Record Retention: The City, State, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or their duly authorized representatives shall have access to any documents, books, papers, and records of the Consultant (which are directly pertinent to the project) for the purpose of making an audit, examination, excerpts, and transcripts. The Consultant shall maintain all required records for at least three (3) years after final payment on the project and all pending matters are closed, or such longer period required, if any, by any third-party governmental agency funding the PROJECT. This also applies to all subcontracts in excess of twenty-five thousand U.S. dollars (\$25,000 USD).
- B. Cost Principles: Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing

factors regarding allowable elements of cost. Administrative requirements are set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. This also applies to all subcontracts in excess of twenty-five thousand U.S. dollars (\$25,000 USD).

- C. Changes in Work: If changes in scope, character, or complexity become desirable or necessary as work progresses, adjustments to this Agreement may be made in writing signed by the CITY and CONSULTANT subject to funding approval by USDA or any other third-party governmental funder of the PROJECT. In special cases, where it is essential that extra work be performed immediately, execution of the supplemental agreement covering the changes will be accomplished as soon as possible. This Agreement may be amended by duly approved contract change orders when applicable. There shall be no charge to the CITY when the change order is required to correct errors or omissions by the CONSULTANT.
- D. General Compliance with Laws and Wage Rates: The CONSULTANT shall be required to comply with all federal, state, and local laws and ordinances applicable to the work.
- E. Compliance with the Copland "Anti-Kickback" Act (18 USC 874): The CONSULTANT is prohibited from inducing, by any means, any person involved in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she/it is otherwise entitled.
- F. CONSULTANT's Endorsement: The responsible CONSULTANT/Engineer must sign plans, specifications, and estimates and engineering data furnished by him/her/it and, where appropriate, indicate his/her/its California registration number.
- G. Clean Air and Water: Applicable to Contracts in Excess of one hundred thousand U.S. dollars (\$100,000 USD).
  - a. Definition. "Facility" means an building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the CONSULTANT or and sub-consultant, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

- b. In compliance with regulations issued by the EPA, 2 C.F.R, part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. §. 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the CONSULTANT agrees to:
1. Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
  2. Promptly notify the CITY if a facility the CONSULTANT intends to use in the performance of this contract is on the EPA List of Violating Facilities or the CONSULTANT knows that it has been recommended to be placed on the list;
  3. Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution control Act, and all applicable clean air and clean water standards.

H. Equal Employment Opportunity:

The CONSULTANT shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60)

- a. The CONSULTANT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other legally protected classification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or any other legally protected classification. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or other legally protected classification.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September

24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with or by a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.
9. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, the following actions may be taken: Cancel, terminate, or suspend in whole or in part financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

1. Contracts and subcontracts not exceeding ten thousand U.S. dollars (\$10,000 USD), other than Government bills of lading, are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

2. Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
  3. Contracts and subcontracts not exceeding ten thousand U.S. dollars (\$10,000 USD) for standard commercial supplies or raw materials are exempt.
- I. Monthly Reporting: The CONSULTANT shall submit a report on a monthly basis to the CITY covering the general progress of the job and describing any problems or factors being experienced.
- J. Federal Non-Discrimination Statutes:  
The CONSULTANT must comply with all federal statutes relating to non-discrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) which prohibits discrimination on the basis of race, color, or national origin;
  2. Section 112 of PL 92-45 and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794) which prohibits discrimination on the basis of handicaps;
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C.6101-6107) which prohibits discrimination because of age;
  5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse;
  6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
  7. Sections 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et. seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing;

9. Any other non-discrimination provisions in the specific statute(s) under which the application for federal assistance is being made; and
10. The requirements of any other non-discrimination statute(s) which may apply.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF WOODLAKE

CONSULTANT

\_\_\_\_\_  
City Administrator

Approved as to Form

\_\_\_\_\_  
City Attorney or Deputy

**Attachments:**

- Exhibit "A": Scope of Work
- Exhibit "B": Project Fees
- Exhibit "C": Schedule of Fees for Professional Services
- Exhibit "D": Progress Payment Schedule
- Exhibit "E": Exhibit 10-O2 Consultant Contract DBE Information

# City of Woodlake

## **AGENDA ITEM V-F**

**July 27, 2015**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Enter Into Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project

### **BACKGROUND:**

The Office of Active Transportation and Special Programs published a notice of funding availability. The City, working with Quad Knopf, submitted an application for funding of a safe routes to school project on Castle Rock St. through the Active Transportation Program (ATP). The City was awarded \$245,000 (Two Hundred and Forty Five Thousand) for the construction of the project.

### **DISCUSSION:**

The environmental and design process have been completed for the project. At the June 25, 2015 California Transportation Commission meeting the City's project was approved for advanced funding and the City Council approved that the project be put out to bid by Resolution No.15-77 on July 27, 2015. Staff is now requesting that the City enter into Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project and authorize the City Administrator to sign the attached agreement.

The overall cost of the project is estimated to be \$289,000 (Two Hundred and Eighty Nine Thousand). The project will be funded with ATP, Measure R and local funds.

### **RECOMMENDATIONS:**

Staff recommends that Council enter into Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project and authorize the City Administrator to sign the agreement.

### **FISCAL IMPACT:**

There is no fiscal impact to the City of Woodlake General Fund. The City of Woodlake will work closely with the Tulare County Transportation Authority to ensure that Measure R funds and non-General Fund sources are secured to deliver the project. The majority of the project will be delivered by \$245,000 (Two Hundred and Forty Five Thousand) of ATP funds with Measure R and Local Funds providing the match.

**ATTACHMENTS:**

1. Resolution: Enter Into Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project
2. Attachment No. 1 Program Supplement Agreement No. 0N70

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

In the matter of:

ENTER INTO SUPPLEMENTAL AGREEMENT ) Resolution No.  
NO. 0N70 WITH THE DEPARTMENT OF )  
TRANSPORTATION FOR THE CITY OF )  
WOODLAKE CASTLE ROCK SAFE ROUTES )  
TO SCHOOL PROJECT )

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Enter into Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project and authorize the City Administrator to sign the attached agreement.

WHEREAS, the City of Woodlake Castle Rock Safe Routes to School Project is funded with Measure R, Active Transportation Program (ATP) and local funds; and

WHEREAS, at the June 25, 2015 California Transportation Commission meeting the City’s project was approved for advanced funding in the amount of \$245,000 (Two Hundred and Forty Five Thousand) and the City may now go out to bid for the construction of the project.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to enter into the attached Program Supplement Agreement No. 0N70 with the Department of Transportation for the City of Woodlake Castle Rock Safe Routes to School Project and authorizes the City Administrator to sign the attached agreement.

The foregoing resolution was adopted upon a motion of Councilmember \_\_\_\_\_, and seconded by Councilmember \_\_\_\_\_, and carried by the following vote at the City Council meeting held on July 27, 2015.

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

\_\_\_\_\_  
Rudy Mendoza, Mayor

ATTEST:

\_\_\_\_\_  
Irene Zacarias, City Clerk

**PROGRAM SUPPLEMENT NO. N70**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00473S**

**Adv Project ID**                      **Date:** July 8, 2015  
0615000262                      **Location:** 06-TUL-0-WLK  
**Project Number:** ATPL-5284(011)  
**E.A. Number:**  
**Locode:** 5284

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00473S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 06/02/15 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Palm St, Sierra Ave, and Valenica Blvd.

**TYPE OF WORK:** Sidwalks, ADA ramps and signage.

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$245,000.00	\$245,000.00		\$0.00	\$0.00

CITY OF WOODLAKE

By *Thomas Lan*  
Title *CITY ADMINISTRATOR*  
Date *7/2/2015*  
Attest *Jan Watts*

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer: *[Signature]* Date *7/9/15* \$245,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

**SPECIAL COVENANTS OR REMARKS**

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

# City of Woodlake

## **AGENDA ITEM V-G**

July 27, 2015

Prepared by Jason Waters, City Staff

### **SUBJECT:**

**Action:** Adoption of Resolution: Authorize Council to Submit a Letter Supporting SBX11

### **BACKGROUND:**

TCAG is encouraging local jurisdictions to support SBX11 to include capacity increasing projects. The TCAG Board encouraged Cities/County to write a letter to the League (or CSAC for County) requesting that capacity increasing projects be a part of any new transportation funding package.

### **DISCUSSION:**

SBX11 would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would provide for the program to be authorized every 5 years by the Legislature, and would provide that authorization for the 2015-16 through 2019-20 fiscal years.

TCAG is requesting support for this bill with the following amendments:

- Add a 5% set aside for the State Transportation Improvement Program (STIP).
- For the 50% of the funds proposed to be allocated to local agencies, allow those agencies the flexibility to apply funds to capacity increasing projects if they so choose.

Staff has attached a summary of the bill and fees associated with the bill as provided by TCAG.

### **RECOMMENDATIONS:**

City staff recommends that Council consider the benefits of the proposed bill and take on action on supporting the bill.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

1. Resolution: Authorize Council to Submit a Letter of Support
2. Letter Supporting SBX11
3. Bill Summary

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

In the matter of:

AUTHORIZING COUNCIL TO SUBMIT A            )  
LETTER SUPPORTING SBX11                    )                    Resolution No.

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Authorize Council to Submit a Letter Supporting SBX11

WHEREAS, TCAG is encouraging local jurisdictions to support SBX11; and

WHEREAS, SBX11 provides for additional funding for the state highway system and local road systems; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to Authorize Council to Submit a Letter Supporting SBX11

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 July 27, 2015.

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

\_\_\_\_\_  
Rudy Mendoza, Mayor

ATTEST:

\_\_\_\_\_  
Irene Zacarias, City Clerk

July 27, 2015

League of California Cities  
1400 K St.  
Sacramento, CA 95814

RE: SBX 11 (Beall) – Transportation Funding for Road Maintenance and other related proposals – SUPPORT IF AMENDED

Dear League of California Cities

Thank you for continued efforts in seeking much needed additional funding for transportation projects in California. The City of Woodlake would support SBX 11 if amendments were made to the bill or other similar bills if developed.

The City of Woodlake agrees additional funding is needed for road maintenance and rehabilitation, safety projects, railroad grade separations and active transportation projects. There is still a need for additional funding of capacity increasing projects that are critical for improving safety, congestion and goods movement such as completing the SR-99 system and upgrading interchanges. The City of Woodlake proposes the following amendments to SBX:

- Add a 5% set aside for the State Transportation Improvement Program (STIP). The STIP has been negatively impacted by unstable funding from the gas tax. In addition, the truck weight fee transfer from the STIP to the General Fund has also led to funding shortfalls for the STIP. The current fund estimate shows no new funding for the STIP which will cause project delays, negatively impacting our regional economy.
- For the 50% of the funds proposed to be allocated to local agencies, allow those agencies the flexibility to apply funds to capacity increasing projects if they so choose. The City of Woodlake through our General Plan and the Regional Transportation Plan, considering public input and technical analysis, have determined what transportation projects are needed for our agency. Some of these are capacity increasing projects which are needed for safety, congestion relief, and goods movement.

We thank you for the hard work on this important legislation and look forward to continuing to work with League in creating a piece of legislation that works for all interested parties.

Yours sincerely,

Rudy Mendoza  
Mayor, City of Woodlake

CC: TCAG Director

**SBX1 1 (Beall)**  
**Transportation Funding for Road Maintenance**

1. The plan shall be permanent.
2. The plan shall remove the Gas Tax Swap.
3. The plan shall draw funding from the following sources:
  - a. Increase gas tax by 12 cents and increase diesel tax by 22 cents.
    - i. 10 cents go towards road maintenance and the 12 cent increase on diesel tax shall go towards freight movement and port congestion.
    - ii. Indexing every 3 years.
  - b. Loan paybacks each year for 3 years from the Rainy Day Fund.
  - c. Establish a new \$35 road access charge on all passenger vehicles.
  - d. A \$100 Vehicle Registration Fund increase for zero-emission vehicles.
  - e. A \$35 Vehicle Registration Fund increase
  - f. This would raise an additional \$4-4.5 billion annually.

\*There are NO impacts to the General Fund.

\*\*1 cent equals approximately \$26 million/10 cents equals \$260 million

- 1) The funding shall be allocated as follows:
  - a) 5% shall be set aside to be made available to cities and counties that approve local funding measures after January 1, 2016.

The remainder of the funds shall be shared equally between the State, Cities and Counties as follows:

- b) 50% shall be allocated to the SHOPP program.
  - c) 50% shall be allocated to cities and counties.
- 3) The proposal shall have performance criteria and accountability measures.
- 4) The proposal shall establish protections to ensure funding only be used for maintenance backlog.
- 5) The proposal shall include government reform through establishing efficiencies within CalTrans.

The proposal also includes:

- 1) States that funds for the program shall be used for projects that includes:

- a. Road maintenance and rehabilitation
  - b. Safety Projects
  - c. Railroad Grade Separations
  - d. Active transportation and pedestrian and bicycle safety projects in conjunction with any other allowable project.
- 2) Requires the Department and Local Agencies, to the extent possible, to use advanced technologies and material recycling techniques.
  - 3) Allow local agencies to spend their allocation on other transportation priorities if their average pavement condition index meets or exceeds 85 in any given year.