

Date: August 24, 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-E)

- A. Action: Approval of Minutes of the regular meeting held on August 10, 2015 (Pages 1-5)
- B. Action: Approval of Warrants (Pages 6-27)
- C. Action: Adoption of Resolution: Approval of the Agreement Between the Woodlake Lions Club and the City of Woodlake for the Property at 179 N. Magnolia St. Woodlake, CA 93286 Also Known as the Doris and Francis White Lions Club Community Center (Pages 28-40)

- D. Action: Adoption of Resolution: Approving the Proclamation Declaring September 17-23, 2015 as Constitution Week (Pages 41-42)
- E. Action: Adoption of Resolution: Approving the Proclamation Declaring October 18-24, 2015 as Freedom of Bullies Week (Pages 43-44)

V. ACTION/DISCUSSION ITEMS

- A. Information: Presentation Regarding the Tulare County Regional Transportation Impact Fee (Pages 45-97)
- B. Action: Adoption of Resolution: Authorize the Execution and Delivery of Certificates of Participation to Finance Water System Improvements and Approving Related Documents and Actions (Pages 98-198)
- C. Action: Adoption of Resolution: Authorization to Go Out to Bid for the City of Woodlake Water Meter Project (Pages 199-200)
- D. Action: Adoption of Resolution: Award the Construction of the City of Woodlake Castle Rock Safe Routes to School Project to the Lowest Responsive Bidder, Global International Development, Inc. (Pages 201-204)
- E. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 205-206)
- F. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 207-211)
- G. Action: Adoption of Resolution: Accept the City of Woodlake Downtown Enhancement Project Phase 4 and Authorize City Staff to File the Notice of Completion (NOC) (Pages 212-214)
- H. Action: Adoption of Resolution: Approval of the Woodlake Transit Development Plan (Pages 215-216)

VI. OTHER BUSINESS

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

VII. CLOSED SESSION

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

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

Number of potential cases is: 1 .

NOTICE TO THE PUBLIC

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

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

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

VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, September 14, 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, Martinez & G. Gonzalez Jr.

OTHERS: Lara, Waters, Diaz and Zacarias

ABSENT: Ortiz & Ray

Chief Marquez arrived at 6:40 pm and had to leave at 7:00 pm.

FLAG SALUTE

PUBLIC COMMENT – None

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 27, 2015
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Approval of July 2015 Monthly Report of Investments

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

V. ACTION/DISCUSSION ITEMS

- A. Information: Adoption of Resolution: Public Hearing and Notice of Intent of the Submittal of a Loan Application to the United States Department of Agriculture (USDA) for the Construction of the Woodlake Community Center

City Administrator Lara reported the following: At the October 13, 2014 City Council meeting staff presented to Council the preliminary steps being taken for the development of a plaza in downtown Woodlake on Magnolia St. At the same time staff has been working with USDA to secure funding for a local community center that would be adjacent to the plaza. The community center would house a public library, senior center and work as a hub for local service clubs. The City has been working on acquiring the necessary properties to deliver the plaza and community center. The Lions Club donated the current Doris and Francis White Lions Club Community Center property and the City has acquired adjacent properties necessary for the construction of both projects. City staff submitted a pre-application to USDA requesting funding for the construction of a community center. The pre-application and project concept have been approved. USDA has requested that a full application be submitted. As part of meeting all the requirements for the application the City must have a public hearing, allow for comment and notice the intent to submit an application to USDA. As part of its application, the City will be requesting approximately a \$2,500,000.00 loan from USDA for the construction of the Woodlake Community Center. Mayor Mendoza opened the period for public comments.

PUBLIC HEARING OPENED: 6:35 PM

Lino Moran, 612 N. Palm, Woodlake – Mr. Moran asked if the community center was going to be built where the senior center is currently located. Mayor Mendoza stated yes.

PUBLIC HEARING CLOSED: 6:35 PM

Councilmember Martinez asked if the community center would also have a library. City Administrator Lara stated yes, in addition to a computer lab and also a full kitchen.

ON A MOTION BY G. GONZALEZ JR. SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND HAVE THE PUBLIC HEARING AND NOTICE OF INTENT OF THE SUBMITTAL OF A LOAN APPLICATION TO THE USDA FOR THE CONSTRUCTION OF THE WOODLAKE COMMUNITY CENTER. 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 asked for the item to be removed and placed on the agenda at the next council meeting, due to not having a quorum present. Councilmember Martinez stated it is very important for every Councilmember to make an effort to attend every council meeting. City Attorney Diaz stated since there were no expenditures to report, the item could be removed and placed on the next agenda. Mayor Mendoza thanked those councilmembers in attendance.

- C. Action: Adoption of Resolution: Authorizing the City to Participate in the HERO Program

City Employee Waters reported the following: HERO is a financing program that helps residents make energy efficient, water efficient, and renewable energy upgrades to their homes. HERO offers low-fixed interest rates and flexible payment terms of up to 20 years, with repayments made through property taxes. The City of Woodlake is interested in becoming a participant in the HERO financing program, which allows residents to finance energy efficiency improvements. The program allows residents to repay their financing loans through their property taxes. Authorized expenditures include: windows, skylights, doors, heating, ventilation, air conditioning, solar panels, roofing, insulation, water heating, artificial turf, drip irrigation and electrical vehicle charging stations. The City of Visalia, City of Tulare and City of Porterville are currently participating in the HERO Program and staff would like to have authorization from Council to also participate in this program. Mayor Mendoza asked if the program could also be used for water conservation. City Employee Waters stated yes.

ON A MOTION BY MARTINEZ, SECOND BY G. GONZALEZ JR. IT WAS VOTED TO ADOPT THE RESOLUTION AND AUTHORIZE CITY TO PARTICIPATE IN THE HERO PROGRAM. APPROVED UNANIMOUSLY.

- D. Action: Adoption of Resolution: Approve the Implementation of the City of Woodlake Economic Development Board and Appoint a Councilmember to the Board

City Administrator Lara reported the following: As instructed by City Council, staff has been working on developing methods to promote local economic development. While the City has seen an increase in the addition of commercial businesses and growth in private industry, which

has led to increased sales tax revenues and job creations, Council has asked staff to continue their efforts to promote the City of Woodlake as a business-friendly community. City staff is proposing that the Economic Development Board meet monthly. City staff will assume the duties of staffing the Economic Development Board. The Board will oversee and direct decisions being made on the promotion of economic development, while City staff will implement their ideas and help local business connect with resources. The Board will also help communicate the available amenities and events that the City of Woodlake has to offer.

The proposed seven member Economic Development Board will be appointed as follows:

Councilmember: Will provide input regarding the interest of the City and report back to Council.

WUSD Representative: Will provide input regarding the interest of the WUSD and present back to the District.

Two Local Business Owners: Will provide input regarding the interest of local business owners and report back to all business owners.

Private Industry: Will provide input regarding the interest of the private industry and give feedback on how the City can better attract private industry.

Service Club: Will provide input regarding the interest of service clubs and report back to all service clubs.

Member at Large: Will provide input regarding the interest of the community and report to local residents.

The first meeting for nomination of Board members will be held August 27, 2015 at 10 a.m. at the City of Woodlake Council Chambers. Mayor Mendoza stated he noticed there was no mention of alternate members. City Administrator Lara stated he did not think alternate members were necessary. City Attorney Diaz reported this board would also be subject to the Brown Act. Councilmember Martinez nominated Mayor Mendoza as the representative for the City of Woodlake. Mayor Mendoza accepted the nomination.

ON A MOTION BY MARTINEZ, SECOND BY G. GONZALEZ JR. IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE IMPLEMENTATION OF THE CITY OF WOODLAKE ECONOMIC DEVELOPMENT BOARD AND APPOINT MAYOR RUDY MENDOZA AS THE REPRESENTATIVE FOR THE CITY OF WOODLAKE. APPROVED UNANIMOUSLY.

- E. Information: Ordinance Updates: Curfews, Graffiti, Mobile Food Vendors, Lawn Parking

City Employee Waters reported the following regarding the curfew ordinance: Councilmembers G. Gonzalez Jr. and Martinez reported they were satisfied with draft. Mayor Mendoza stated he was happy to see the curfew hours extended to also include week days but thought we could still tighten the curfew restrictions. City Attorney Diaz stated we need to be careful with language since children have rights. Mayor Mendoza also stated he does not want to limit a minors work hours due to curfew. Councilmember Martinez asked if in the event we need to transport a female minor, is it ok for the a male officer to transport female minor. Chief Marquez stated yes and there are guidelines and rules in place for a transport.

City Attorney Diaz reported the following regarding a graffiti ordinance: he will draft the graffiti ordinance to follow state laws. Council would like to see draft at next council meeting.

City Employee Waters presented a draft ordinance for Council to review. Councilmember Martinez stated he did not support the mobile food vendors coming into the City limit because he does not want their business to hurt the local business owners, but does support the ice cream trucks because they will not be in competition with the local business owners. City Administrator Lara stated he understands Councilmember Martinez's concerns but assured him the mobile vendors will not hurt local business owners because their hours of operation will not interfere with the local business hours. Councilmember Martinez also stated there was a time when the City allowed mobile vendors and they created issues with cleanliness and loitering. City Administrator Lara stated this is the reason for the ordinance so that City can control location and cleanliness. If mobile vendors do not follow rules, their business license can be revoked.

City Employee Waters reported the following regarding lawn parking: City Employee Waters presented a draft ordinance for Council to review. Councilmembers were ok with draft ordinance. City Administrator Lara stated staff will again work with legal counsel on the ordinances presented tonight and hopefully have them completed to present to council and prepare the first reading in September.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Administrator Lara – reported a public meeting will be held on August 17th at City Hall from 4 pm to 7 pm for the residents affected by the South Valencia Project. The meeting will offer information to residents regarding the addition of sidewalk, curb and gutter from Bravo St. to the City yard. The roundabout project is moving along. Rite Aid is also moving along and residents should soon see a building by mid-September. Mayor Mendoza asked if they will follow the same design as our downtown. City Administrator Lara stated yes.

B. Information: Items from Council

Councilmember G. Gonzalez Jr. – reported he has received about 4-5 apps from students interested in serving as the new Student Representative. He will review the apps with Vice-Mayor Ortiz and they will set up interviews. He hopes to have the new student representative by the next council meeting.

Councilmember Martinez – asked if anyone is attempting to sell products door to door (peddlers) are they required to have a business license. City Administrator Lara stated yes. He would also like to have a meeting with councilmembers and staff to discuss a 5 year plan for the City and what projects we may have or would like to see. City Administrator Lara stated staff is currently working on updating the housing element but could also hold a meeting to discuss plans with council and staff.

Mayor Mendoza – reported the City has received a thank you letter from the Woodlake Flying Tigers Chapter 1292. They were able to fly 252 young people, ages 8 to 17 with donations from the City. The City also received a letter from Daughters of the Revolution (DAR); they have asked the City to participate in the celebration of the 228th Anniversary of the signing of the United States Constitution and issue a proclamation to recognize this historic event.

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

1. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:

Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 2 .

MEETING MOVED TO CLOSED SESSION AT 7:36 PM

MEETING RECONVENED AT 8:03 PM

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

VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, August 24, 2015 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Chuck Ray - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 8:03 p.m.

Submitted by,

Irene Zacarias

City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : August 24, 2015

PAYROLL

8/7/15 (City) \$41,893.74
 8/7/15 (Fire) \$12,264.67

Gross Payroll	\$54,158.41
----------------------	--------------------

DISBURSMENTS / WARRANTS

8/21/2015 \$214,117.67

Total Disbursements	\$214,117.67
----------------------------	---------------------

WIRES

PAYROLL TAX WIRE	CITY	\$	8,260.56
	FIRE	\$	3,957.42

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

Total Wire Amount Sent Out	\$	12,217.98
-----------------------------------	-----------	------------------

Amount to be Approved	\$	280,494.06
------------------------------	-----------	-------------------

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 24th day of August 2015.
 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

 Mayor, Rudy Mendoza

 City Clerk, Irene Zacarias

PERIOD 1 DATING 7/19/2015- 8/01/2015 CHECK DATE 8/07/2015
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21034	3,695.43	208	1 STUB ONLY
21035	1,906.66	210	1 STUB ONLY
21036	1,008.70	206	1 STUB ONLY
21037	2,099.96	212	1 STUB ONLY
21038	1,768.39	207	1 STUB ONLY
21039	1,238.12	173	1 STUB ONLY
21040	2,507.89	511	1 STUB ONLY
21041	1,296.56	556	1 STUB ONLY
21042	1,807.53	539	1 STUB ONLY
21043	1,280.93	557	1 STUB ONLY
21044	2,572.40	549	1 STUB ONLY
21045	1,300.60	554	1 STUB ONLY
21046	2,094.71	522	1 STUB ONLY
21047	1,542.23	552	1 STUB ONLY
21048	958.05	555	1 STUB ONLY
21049	1,243.96	553	1 STUB ONLY
21050	905.41	551	1 STUB ONLY
21051	1,257.77	107	1 STUB ONLY
21052	650.62	213	1 STUB ONLY
21053	1,533.49	134	1 STUB ONLY
21054	1,149.19	205	1 STUB ONLY
21055	981.62	187	1 STUB ONLY
21056	1,140.54	159	1 STUB ONLY
21057	2,020.29	209	1 STUB ONLY
21058	1,940.11	211	1 STUB ONLY
21059	601.12	214	1 STUB ONLY
21060	1,391.46	188	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

41,893.74 *DIRECT DEPOSIT STUBS	27
0.00 *VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 7/19/2015- 8/01/2015 CHECK DATE 8/07/2015

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

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

41,893.74	*DIRECT DEPOSIT STUBS		27
0.00	*VENDOR DIR DEP STUBS		0

41,893.74	**TOTAL NON-NEGOTIABLE CHECKS		27
-----------	-------------------------------	--	----

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS		0
0.00	*VENDOR CHECKS		0
0.00	*BANK CHECKS		0
41,893.74	*DIRECT DEPOSIT STUBS		27
0.00	*VENDOR DIR DEP STUBS		0

41,893.74	***TOTAL NEGOTIABLE & NON-NEGOT		27
-----------	---------------------------------	--	----

0.00	*OTHER CHECKS		0
------	---------------	--	---

41,893.74	***TOTAL NEG, NON-NEG, OTHER CHECKS		
-----------	-------------------------------------	--	--

	TOTAL SEQ 1 FEMALES		5
--	---------------------	--	---

PAY INFORMATION
GROSS PAY

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

RUN- 8/07/2015 17:22:31 PAGE 1
PR4B0R-V13.04 ACS Paymate

CITY - GROSS PAY
07/19/15 TO 08/01/15 PAY DATE 08/07/15

EMP #	CUR AMT	CUR HRS
511	3,435.92	80.00
213	1,780.00	65.00
556	1,750.00	85.00
214	1,811.52	80.30
159	1,506.00	80.00
539	2,836.01	84.00
188	2,023.46	80.00
209	2,449.38	80.00
557	1,660.00	82.00
208	5,211.84	80.00
173	1,692.00	80.00
549	3,920.77	80.00
554	1,669.85	80.00
522	2,419.73	82.00
210	2,657.09	80.00
211	2,449.41	80.00
206	1,444.62	80.00
205	1,737.91	81.00
552	2,120.33	88.00
555	1,244.31	80.00
134	2,288.83	87.00
553	1,669.85	80.00
107	1,979.08	80.00
212	2,718.47	80.00
187	1,213.29	64.00
207	2,657.08	80.00
551	1,732.47	82.00
	59,079.22	2,160.30
	59,079.22	2,160.30

PAGE TOTALS *** 27 EMPLOYEES

FEATURE TOTALS * 27 EMPLOYEES

PAY INFORMATION
 O/T T-1/2 03

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

RUN- 8/07/2015 17:22:13 PAGE 1
 PR4B0R-V13.04 ACS Paymate

CITY - OVERTIME REPORT
 07/19/15 TO 08/01/15 PAY DATE 08/07/15

EMP #	CUR AMT	CUR HRS
556	150.00	5.00
214	10.13	0.30
539	197.86	4.00
557	60.00	2.00
522	82.04	2.00
205	28.44	1.00
552	250.48	8.00
134	259.75	7.00
551	62.62	2.00
9 EMPLOYEES	1,101.32	31.30
9 EMPLOYEES	1,101.32	31.30

PAGE TOTALS ***
 FEATURE TOTALS *

PERIOD 1 DATING 7/19/2015- 8/01/2015 CHECK DATE 8/07/2015
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21061	123.75	4023	1 STUB ONLY
21062	221.64	4033	1 STUB ONLY
21063	44.32	4036	1 STUB ONLY
21064	1,043.55	4010	1 STUB ONLY
21065	581.80	4026	1 STUB ONLY
21066	4,391.94	4018	1 STUB ONLY
21067	3,429.73	4022	1 STUB ONLY
21068	2,427.94	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

12,264.67 *DIRECT DEPOSIT STUBS	8
0.00 *VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 7/19/2015- 8/01/2015 CHECK DATE 8/07/2015

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

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

12,264.67	*DIRECT DEPOSIT STUBS	8
0.00	*VENDOR DIR DEP STUBS	0

12,264.67	**TOTAL NON-NEGOTIABLE CHECKS	8
-----------	-------------------------------	---

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
12,264.67	*DIRECT DEPOSIT STUBS	8
0.00	*VENDOR DIR DEP STUBS	0

12,264.67	***TOTAL NEGOTIABLE & NON-NEGOT	8
-----------	---------------------------------	---

0.00	*OTHER CHECKS	0
12,264.67	***TOTAL NEG, NON-NEG, OTHER CHECKS	

	TOTAL SEQ 1 FEMALES	0
--	---------------------	---

PAY INFORMATION
GROSS PAY

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

RUN- 8/11/2015 11:57:25 PAGE 1
PR4B0R-V13.04 ACS Paymate

07/19/15 TO 08/01/15 PAY DATE 08/07/15
FIRE - GROSS PAYROLL

EMP #	CUR AMT	CUR HRS
4023	134.00	35.00
4033	240.00	24.00
4036	48.00	48.00
4010	1,130.00	113.00
4026	630.00	63.00
4018	5,114.52	153.00
4022	4,640.28	233.00
4035	4,254.38	216.00
8 EMPLOYEES	16,191.18	885.00
8 EMPLOYEES	16,191.18	885.00

PAGE TOTALS ***

FEATURE TOTALS *

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000494	STATE OF CA-EDD	60453	08/07/15	1,661.93
000799	STATE OF CALIFORNIA	60454	08/07/15	823.43
001443	FIRST AMERICAN TITLE COM	60455	08/12/15	33,930.00
001284	TEAMSTERS LOCAL UNION NO	60458	08/13/15	33,748.00
001334	MERLE STONE CHEVROLET	60459	08/14/15	33,467.75
001445	FORD MOTOR CREDIT COMPAN	60460	08/18/15	16,500.00
000034	A C S	60461	08/21/15	2,972.71
001351	A-C ELECTRIC COMPANY	60462	08/21/15	220.00
001086	ADSI	60463	08/21/15	1,200.00
000783	AFLAC	60464	08/21/15	385.58
000944	AMERIPRIDE UNIFORM SERVI	60465	08/21/15	638.45
001227	ANTHEM	60466	08/21/15	1,145.69
001310	AT&T (INTERNET)	60467	08/21/15	67.98
000334	BANK OF AMERICA	60468	08/21/15	7,233.09
001226	BENELECT	60469	08/21/15	745.00
001315	BILL WALL'S DIRECT APPRO	60470	08/21/15	55.00
000351	BSK ASSOCIATES	60471	08/21/15	241.00
000646	DEARBORN NATIONAL LIFE I	60472	08/21/15	294.98
001448	ENERSPECT MEDICAL SOLUTI	60473	08/21/15	123.51
001249	EXETER VETERINARY HOSPIT	60474	08/21/15	95.80
.50803	FLORES/ALFREDO	60475	08/21/15	150.00
000898	FOOTHILLS SUN-GAZETTE/TH	60476	08/21/15	43.84
000283	FRUIT GROWERS SUPPLY CO.	60477	08/21/15	1,728.76
000118	GROSS & STEVENS	60478	08/21/15	49.95
001339	HAMNER JEWELL ASSOCIATES	60479	08/21/15	3,862.11
001343	HEALTH WISE SERVICES	60480	08/21/15	150.00
001422	HWY 65 DIESEL REPAIR	60481	08/21/15	382.50
000542	K R C SAFETY CO. INC.	60482	08/21/15	1,448.45
001010	LOUIE'S AUTO PARTS	60483	08/21/15	539.75
001035	MENDOZA/RUDY	60484	08/21/15	244.17
001334	MERLE STONE CHEVROLET	60485	08/21/15	52.85
.50804	MEZA/JUAN	60486	08/21/15	100.00
001377	MID-CAL TRANS PARTS	60487	08/21/15	1,659.29
001362	MIDVALLEY DISPOSAL	60488	08/21/15	39,176.28
000013	MINERAL KING PUBLISHING	60489	08/21/15	25.00
000530	MONARCH FORD	60490	08/21/15	973.57
001106	MYTANA MFG CO	60491	08/21/15	281.75
000038	OFFICE DEPOT	60492	08/21/15	1,657.64
001447	PACIFIC WEST	60493	08/21/15	2,000.00
001087	PROTECTION ONE	60494	08/21/15	47.72
.50802	ROWERO/OLGA	60495	08/21/15	52.93
001444	SMITH PROMOTIONS	60496	08/21/15	162.38
000024	SOUTHERN CALIF EDISON CO	60497	08/21/15	30,447.26
.40718	ST JOHNS RIVER MUTUAL	60498	08/21/15	330.00
001145	STANTEC CONSULTING SERVI	60499	08/21/15	16,637.78
001122	SULLIVAN AND SULLIVAN	60500	08/21/15	420.00
000154	T C A G	60501	08/21/15	1,595.60
001284	TEAMSTERS LOCAL UNION NO	60502	08/21/15	220.00

ACS FINANCIAL SYSTEM
08/21/2015 10:

Check Register

GL540R-V07.27 PAGE 2
CITY OF WOODLAKE

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
.50805	THE POTTERS HOUSE	60503	08/21/15	100.00
001047	TULARE COUNTY INFORMATIO	60504	08/21/15	130.00
001158	TULARE REGIONAL MEDICAL	60505	08/21/15	1,724.00
001210	US BANK	60506	08/21/15	1,264.32
001146	USA BLUE BOOK	60507	08/21/15	37.09
000141	VALLEY IND & FAM MED GRP	60508	08/21/15	100.00
000745	VALLEY LUBE EQUIPMENT	60509	08/21/15	332.50
000428	VISALIA/CITY OF	60510	08/21/15	1,194.00
000863	WOODLAKE AUTO PARTS	60511	08/21/15	1,455.59
.50806	WOODLAKE CHAMBER	60512	08/21/15	100.00
000027	WOODLAKE GROWERS SUPPLY	60513	08/21/15	519.01
000028	WOODLAKE HARDWARE CO	60514	08/21/15	471.68
000246	WOODLAKE PRIDE	60515	08/21/15	1,000.00
000083	WOODLAKE/CITY OF	60516	08/21/15	1,700.00

BANK OF VISALIA

214,117.67 ***

ACS FINANCIAL SYSTEM
08/21/2015 10:

BANK VENDOR
REPORT TOTALS:

Check Register GL540R-V07.27 PAGE 3
CITY OF WOODLAKE

CHECK#	DATE	AMOUNT
		214,117.67

RECORDS PRINTED - 000294

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A C S MONTHLY TECH. 08/2015	2,972.71	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1179013		364 00023
A-C ELECTRIC COMPANY SERVICES 08/2015	220.00	CONTRACTURAL SERVICES	001.0422.060.028		30821		364 00074
ADSI RCRDS MNGMNT SYS 8/15	1,200.00	CONTRACTURAL SERVICES	001.0411.060.028		6577		364 00070
AFLAC SUPPLMNTL INS. 08/15	385.58	ACCIDENT & DIS INS WITHH	001.0000.200.038		315943		364 00068
AMERIPRIDE UNIFORM SERVI UNIFORM SERVICE 08/15	288.65	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				364 00044
UNIFORM SERVICE 08/2015	5.49	UNIFORM ALLOWANCE	001.0415.050.011				364 00045
UNIFORM SERVICE 08/15	18.00	UNIFORM ALLOWANCE	001.0418.050.011				364 00046
UNIFORM SERVICE 08/15	10.98	UNIFORM ALLOWANCE	001.0421.050.011				364 00047
UNIFORM SERV. 08/15	30.79	UNIFORM ALLOWANCE	001.0422.050.011				364 00048
UNIFORM SERVICE 08/2015	2.25	UNIFORM ALLOWANCE	021.0424.050.011				364 00049
UNIFORM SERVICE 08/15	4.04	UNIFORM ALLOWANCE	029.0429.050.011				364 00050
UNIFORM SERVICE 08/2015	205.00	UNIFORM ALLOWANCE	062.0462.050.011				364 00051
UNIFORM SERVICE 08/15	73.25	UNIFORM ALLOWANCE	063.0463.050.011				364 00052
	638.45	*VENDOR TOTAL					
ANTHEM BILL'S INSURANCE 8/15	44.71	HEALTH INSURANCE	001.0403.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	43.56	HEALTH INSURANCE	001.0404.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	22.36	HEALTH INSURANCE	001.0405.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	46.90	HEALTH INSURANCE	001.0415.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	19.92	HEALTH INSURANCE	001.0416.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	75.81	HEALTH INSURANCE	001.0418.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	31.61	HEALTH INSURANCE	001.0421.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	105.87	HEALTH INSURANCE	001.0422.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	61.47	HEALTH INSURANCE	061.0461.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	273.69	HEALTH INSURANCE	062.0462.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	252.04	HEALTH INSURANCE	063.0463.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	95.88	HEALTH INSURANCE	021.0424.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	42.04	HEALTH INSURANCE	029.0429.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	21.74	HEALTH INSURANCE	032.0440.050.008		SEPTEMBER 2015		364 00014
BILL'S INSURANCE 8/15	8.09	HEALTH INSURANCE	001.0402.050.008		SEPTEMBER 2015		364 00014
	1,145.69	*VENDOR TOTAL					
AT&T (INTERNET) FD INTERNET 8/15	67.98	TELEPHONE	001.0422.060.020				364 00022
BANK OF AMERICA M. VILLEGAS LUNCH 8/15	8.06	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				364 00138
HOSTEK 08/2015	59.70	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				364 00139
SMART N FINAL 08/15	287.56	CONTRACTURAL SERVICES	001.0403.060.028				364 00140
DOLLAR GENERAL 08/2015	277.26	CONTRACTURAL SERVICES	001.0403.060.028				364 00141
FAMILY DOLLAR 08/2015	123.12	CONTRACTURAL SERVICES	001.0403.060.028				364 00142

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
BANK OF AMERICA						
SHELL 08/2015	15.96	CONTRACTURAL SERVICES	001.0403.060.028			364 00143
FINANCE FEES 08/2015	59.08	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00144
USPS 08/2015	1.69	SPECIAL DEPARTMENT EXPEN	001.0402.060.029			364 00145
USPS 08/2015	2.45	SPECIAL DEPARTMENT EXPEN	001.0402.060.029			364 00146
ADOBE 08/2015	79.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00147
PAYPAL 08/2015	7.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00148
FINANCE CHARGES 08/2015	34.33	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00149
GARAGE DOOR SUPPLY 8/15	35.79	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00150
HARBOR FREIGHT 08/2015	137.43	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00151
RF MACDONALD 08/2015	264.06	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00152
VALLEY PIPE & SUPPLY 8/15	470.30	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00153
VLLY PIP SERV 08/15	10.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00154
M VILLEGAS LUNCH 08/15	8.85	SPECIAL DEPARTMENT EXPEN	001.0411.060.029			364 00155
AGRI VALLEY IRRIG 8/15	16.57	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00156
HOME DEPOT 08/2015	408.37	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00157
HOME DEPOT 08/2015	408.38	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00158
SEARS 08/2015	430.72	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00159
SEARS 08/2015	430.72	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00160
FINANCE CHARGES 08/2015	27.42	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00161
FINANCE CHARGES 08/2015	27.43	SPECIAL DEPARTMENT EXPEN	062.0462.060.029			364 00162
AMAZON 08/2015	463.31	SPECIAL DEPARTMENT EXPEN	063.0463.060.029			364 00163
AMAZON 08/2015	122.79	OFFICE SUPPLIES	001.0411.060.023			364 00164
EARTHLINK 08/2015	12.90	OFFICE SUPPLIES	001.0410.060.023			364 00165
PAY PAL 08/2015	375.00	CONTRACTURAL SERVICES	001.0410.060.028			364 00166
TASER TRNING 08/2015	390.00	TRAINING (POST REIMBURSE	001.0411.060.036			364 00167
AMAZON 08/2015	7.99	TRAINING (POST REIMBURSE	001.0411.060.036			364 00168
AMAZON 08/2015	7.99	SPECIAL DEPARTMENT EXPEN	001.0422.060.029			364 00169
TASER TRNING 08/2015	234.31	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00170
AMAZON 08/2015	390.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00171
TASER TRNING 08/2015	1,022.70	TRAINING (POST REIMBURSE	001.0411.060.036			364 00172
AMAZON 08/2015	390.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029			364 00173
HOMETOWN EMPORIUM 8/15	85.86	TRAINING (POST REIMBURSE	001.0411.060.036			364 00174
AUTOZONE 08/2015	23.85	SPECIAL DEPARTMENT EXPEN	001.0411.060.029			364 00175
FINANCE CHARGES 08/15	82.15	SPECIAL DEPARTMENT EXPEN	001.0411.060.029			364 00175
	7,233.09	*VENDOR TOTAL				
BENELECT						
EMPLOYEES & RETIREES 8/15	16.39	HEALTH INSURANCE	001.0403.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	15.97	HEALTH INSURANCE	001.0404.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	8.19	HEALTH INSURANCE	001.0405.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	17.19	HEALTH INSURANCE	001.0415.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	7.30	HEALTH INSURANCE	001.0416.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	27.79	HEALTH INSURANCE	001.0418.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	11.58	HEALTH INSURANCE	001.0421.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	38.81	HEALTH INSURANCE	001.0422.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	22.53	HEALTH INSURANCE	061.0461.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	100.33	HEALTH INSURANCE	062.0462.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	92.39	HEALTH INSURANCE	063.0463.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	35.15	HEALTH INSURANCE	021.0424.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	15.41	HEALTH INSURANCE	029.0429.050.008	SEPTEMBER 2015		364 00008
EMPLOYEES & RETIREES 8/15	7.97	HEALTH INSURANCE	032.0440.050.008	SEPTEMBER 2015		364 00008

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BENEFLECT							
EMPLOYEES & RETIREES 8/15	3.00	HEALTH INSURANCE	001.0402.050.008		SEPTEMBER 2015		364 00008
PD EXPENSE 08/2015	210.00	HEALTH INSURANCE	001.0411.050.008		SEPTEMBER 2015		364 00009
FIRE DEPT EXPENSE 08/2015	90.00	HEALTH INSURANCE	004.0414.050.008		SEPTEMBER 2015		364 00010
ADMIN 08/2015	0.97	HEALTH INSURANCE	001.0403.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.95	HEALTH INSURANCE	001.0404.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.48	HEALTH INSURANCE	001.0405.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	1.02	HEALTH INSURANCE	001.0415.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.43	HEALTH INSURANCE	001.0416.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	1.65	HEALTH INSURANCE	001.0418.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.68	HEALTH INSURANCE	001.0421.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	2.31	HEALTH INSURANCE	001.0422.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	1.34	HEALTH INSURANCE	061.0461.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	5.97	HEALTH INSURANCE	062.0462.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	5.49	HEALTH INSURANCE	063.0463.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	2.09	HEALTH INSURANCE	021.0424.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.91	HEALTH INSURANCE	029.0429.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.47	HEALTH INSURANCE	032.0440.050.008		SEPTEMBER 2015		364 00011
ADMIN 08/2015	0.24	HEALTH INSURANCE	001.0402.050.008		SEPTEMBER 2015		364 00011
	745.00	*VENDOR TOTAL					
BILL WALL'S DIRECT APPRO							
REMOTE SERV CHECK 08/15	55.00	CONTRACTURAL SERVICES	001.0411.060.028		15094		364 00030
BSK ASSOCIATES							
BACTI 08/2015	90.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A516316		364 00027
WEEKLY EFFLUENT 08/15	61.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A516413		364 00026
BACTI 08/2015	90.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A516788		364 00176
	241.00	*VENDOR TOTAL					
DEARBORN NATIONAL LIFE I							
CITY EMPLOYEES 08/15	7.02	HEALTH INSURANCE	001.0403.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	6.84	HEALTH INSURANCE	001.0404.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	3.51	HEALTH INSURANCE	001.0405.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	7.36	HEALTH INSURANCE	001.0415.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	3.13	HEALTH INSURANCE	001.0416.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	11.91	HEALTH INSURANCE	001.0418.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	4.96	HEALTH INSURANCE	001.0421.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	16.63	HEALTH INSURANCE	001.0422.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	9.65	HEALTH INSURANCE	061.0461.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	42.99	HEALTH INSURANCE	062.0462.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	39.59	HEALTH INSURANCE	063.0463.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	15.06	HEALTH INSURANCE	021.0424.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	6.60	HEALTH INSURANCE	029.0429.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	3.41	HEALTH INSURANCE	032.0440.050.008		SEPTEMBER 2015		364 00071
CITY EMPLOYEES 08/15	1.32	HEALTH INSURANCE	001.0402.050.008		SEPTEMBER 2015		364 00071
PD EMPLOYEES 08/2015	115.00	HEALTH INSURANCE	001.0411.050.008		SEPTEMBER 2015		364 00072
	294.98	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ENERSECT MEDICAL SOLUTI BATTERY ON SITE AED 8/15	123.51	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		20586		364 00230
EXETER VETERINARY HOSPIT ANIMAL DISPOSAL 08/2015	95.80	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		129029		364 00055
FIRST AMERICAN TITLE COM CONSIDERATION 08/2015	33,000.00	DOWNTOWN PLAZA	001.0550.080.533				372 00002
ESCROW CHARGES 08/15	33,930.00	*VENDOR TOTAL	001.0403.060.029				372 00003
FLORES/ALFREDO WTR DEP REFUND 08/2015	150.00	UTILITY DEPOSITS	001.0000.200.034				364 00040
FOOTHILLS SUN-GAZETTE/TH PUBLIC NOTICE 08/15	43.84	SPECIAL DEPARTMENT	EXPEN 001.0403.060.029		43265		364 00204
FORD MOTOR CREDIT COMPAN NEW FORD VEHICLE	16,500.00	FIRE APPARATUS REPLAC	FU 004.0414.080.415				372 00001
FRUIT GROWERS SUPPLY CO. WEED EATER SUPPLY 8/15	51.75	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91678870		364 00205
SUPPLIES 08/2015	97.81	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91679875		364 00206
P.HUERTA BOOT ALLNCE 8/15	104.94	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91679915		364 00207
SUPPLIES 08/2015	36.44	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91680051		364 00217
SUPPLIES 08/2015	43.42	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91680104		364 00210
BOX VALVE 08/15	76.30	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91680314		364 00209
RDUCER BELL 08/15	7.38	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91680373		364 00208
BOX VALVE 08/2015	50.87	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91680823		364 00211
SHOVEL/BROOM 08/15	89.30	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91681848		364 00212
SHOVEL/BROOM 08/15	89.31	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91681848		364 00213
WHITED BOOT ALLNCE 8/15	63.22	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91682162		364 00218
WHITED BOOT ALLNCE 8/15	63.23	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91682162		364 00219
SUPPLIES 08/2015	304.18	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91682385		364 00214
WEED & FEED 08/2015	60.76	SPECIAL DEPARTMENT	EXPEN 029.0429.060.029		91682714		364 00215
BOX VALVE 08/2015	203.16	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91683928		364 00216
SHARPEN CHAINSAW 8/15	16.62	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91684022		364 00220
SUPPLIES 08/2015	91.66	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91684559		364 00221
OIL ENGINE 08/15	15.75	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91685264		364 00227
J.DORADO WRK BOOTS 8/15	56.58	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91685355		364 00222
J.DORADO WRK BOOTS 08/15	56.58	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91685355		364 00223
ADRIAN BOOT ALLWNCE 8/15	45.39	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91685480		364 00228
ADRIAN BOOT ALLWNCE 8/15	45.39	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		91685480		364 00229
COVERALLS 08/15	16.57	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91685985		364 00224
NOZZLE 08/15	17.54	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		91686412		364 00226
JOES RAINBOOTS 08/15	15.23	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		91686543		364 00225
FIRE GEAR 08/2015	9.38	FIRE GEAR	004.0414.060.058		91688951		364 00036
	1,728.76	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GROSS & STEVENS ALIGNMENT 08/2015	49.95	VEHICLE MAINTENANCE/OPER	001.0411.060.032		81738		364 00018
HAMNER JEWELL ASSOCIATES PLAZA PROJECT 08/2015	3,788.29	CONTRACTURAL SERVICES	020.0590.739.028		7574		364 00024
ROUNDAABOUT PROJ. 08/15	73.82	CONTRACTURAL SERVICES	020.0590.731.028		7575		364 00025
	3,862.11	*VENDOR TOTAL					
HEALTH WISE SERVICES KIOSK MED WASTE 08/15	150.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		0000009468		364 00054
HWY 65 DIESEL REPAIR SERVICES 08/2015	191.25	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		008015		364 00016
SERVICES 08/2015	191.25	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		008015		364 00017
	382.50	*VENDOR TOTAL					
K R C SAFETY CO., INC. ENNIS STENCIL GRD 08/15	96.88	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		20971		364 00002
8' STOP BAR 08/2015	189.44	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		21044		364 00075
SUPPLIES 08/2015	211.09	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		21073		364 00005
SUPPLIES 08/2015	366.97	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		21101		364 00007
SUPPLIES 08/2015	222.62	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		21140		364 00004
SUPPLIES 08/2015	361.45	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		21156		364 00006
	1,448.45	*VENDOR TOTAL					
LOUIE'S AUTO PARTS BRAKE ROTOR 08/15	170.12	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		360529		364 00132
SUPPLIES 08/2015	25.95	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		360536		364 00133
SUPPLIES 08/2015	119.13	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		360578		364 00134
SUPPLIES 08/2015	187.05	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		360620		364 00135
PWR STERR FLUID 08/15	17.43	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		360664		364 00136
SUPPLIES 08/2015	20.07	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		360889		364 00137
	539.75	*VENDOR TOTAL					
MENDOZA/RUDY REIMBURSEMENT 08/15	244.17	TRAVEL, CONFERENCES & ME	001.0401.060.030				364 00038
MERLE STONE CHEVROLET NEWY CHEVY VEHICLE 8/15	33,467.75	FIRE APPARATUS REPLAC FU	004.0414.080.415				372 00006
SERVICES 08/2015	52.85	VEHICLE MAINTENANCE/OPER	001.0411.060.032		54417		364 00031
	33,520.60	*VENDOR TOTAL					
MEZA/JUAN WTR DEP REFND 08/15	100.00	UTILITY DEPOSITS	001.0000.200.034				364 00041
MID-CAL TRANS PARTS SERVICES 08/2015	1,659.29	VEHICLE MAINTENANCE/OPER	001.0411.060.032		14152		364 00020
MIDVALLEY DISPOSAL REFUSE SERVICE 08/2015	39,176.28	CONTRACTURAL SERVICES	061.0461.060.028		JUL-15		364 00012

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
MINERAL KING PUBLISHING YRLY SUBSCRIPTN 08/15	25.00	OFFICE SUPPLIES	001.0410.060.023			364 00032
MONARCH FORD SERVICES 08/2015	759.82	VEHICLE MAINTENANCE/OPER	001.0411.060.032	46398		364 00053
SERVICES 08/2015	213.75	VEHICLE MAINTENANCE/OPER	001.0411.060.032	46504		364 00029
	973.57	*VENDOR TOTAL				
MYTANA MFG CO SERVICES 08/2015	281.75	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	195926		364 00001
OFFICE DEPOT INK 08/2015	45.35	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	778448903001		364 00179
INK 08/2015	43.35	SPECIAL DEPARTMENT EXPEN	063.0463.060.029	778448903001		364 00231
LABELS 08/2015	8.63	OFFICE SUPPLIES	001.0411.060.023	77879962001		364 00180
CD'S 08/2015	47.17	OFFICE SUPPLIES	001.0411.060.023	778799912001		364 00181
OFFICE SUPPLIES 08/2015	462.49	OFFICE SUPPLIES	001.0410.060.023	778799913001		364 00182
COLOR CODE LABELS 08/15	82.07	OFFICE SUPPLIES	001.0410.060.023	778815480001		364 00185
LABELS 08/2015	50.75	OFFICE SUPPLIES	001.0410.060.023	778815503001		364 00186
SUPPLIES 08/2015	214.03	OFFICE SUPPLIES	001.0410.060.023	778815504001		364 00187
NUMERICAL LABEL KIT 08/15	107.99	OFFICE SUPPLIES	001.0410.060.023	778815505001		364 00188
BINDERS/LABELS 08/2015	112.00	OFFICE SUPPLIES	001.0410.060.023	780538231001		364 00195
STND MONITOR 08/2015	68.60	OFFICE SUPPLIES	001.0410.060.023	780870112001		364 00184
DSKTOP COPY HLDR 08/15	14.87	OFFICE SUPPLIES	001.0411.060.023	780875562001		364 00189
SUPPLIES 08/2015	43.58	OFFICE SUPPLIES	001.0410.060.023	780875562001		364 00190
INK 08/2015	35.09	OFFICE SUPPLIES	001.0411.060.023	781500323001		364 00191
FILE FLDR 08/2015	21.59	OFFICE SUPPLIES	001.0410.060.023	781500414001		364 00192
STAPLER 08/2015	20.51	OFFICE SUPPLIES	001.0410.060.023	782203142001		364 00193
SORTER/PAPER 08/2015	46.42	OFFICE SUPPLIES	001.0410.060.023	782203250001		364 00194
CLSP ENVELOPES 08/15	13.67	OFFICE SUPPLIES	001.0411.060.023	782266445001		364 00196
SUPPLIES 08/2015	3.76	OFFICE SUPPLIES	001.0410.060.023	782266445001		364 00197
ENVELOPES 08/2015	36.71	OFFICE SUPPLIES	001.0411.060.023	782266523001		364 00198
STAMP 08/2015	13.32	OFFICE SUPPLIES	001.0411.060.023	783162361001		364 00199
COVER BND 08/2015	56.96	OFFICE SUPPLIES	001.0410.060.023	783162361001		364 00200
SUPPLIES 08/2015	54.33	OFFICE SUPPLIES	001.0410.060.023	783513854001		364 00201
SUPPLIES 08/2015	54.40	OFFICE SUPPLIES	001.0410.060.023	783513854001		364 00201
	1,657.64	*VENDOR TOTAL				364 00183
PACIFIC WEST RIVER BOULDERS 08/2015	2,000.00	CONTRACTURAL SERVICES	001.0422.060.028	651		364 00073
PROTECTION ONE ALARM SERVICES 08/2015	47.72	CONTRACTURAL SERVICES	063.0463.060.028			364 00067
ROMERO/OLGA WTR DEP REFND 08/2015	52.93	UTILITY DEPOSITS	001.0000.200.034			364 00039
SMITH PROMOTIONS SHIRTS 08/2015	162.38	SPECIAL DEPARTMENT EXPEN	001.0411.060.029	3254		364 00042

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SOUTHERN CALIF EDISON CO CITY ADMIN BLDG. 08/15	2,042.63	UTILITIES	001.0410.060.021				364 00057
WATER UTILITY 08/15	14,323.29	UTILITIES	063.0463.060.021				364 00058
MAINT. SHOP 08/2015	337.35	UTILITIES	001.0418.060.021				364 00059
PARKS 08/2015	102.81	UTILITIES	001.0421.060.021				364 00060
SEWER UTILITY 08/2015	9,145.55	UTILITIES	062.0462.060.021				364 00061
AIRPORT 08/2015	110.20	UTILITIES	041.0441.060.021				364 00062
SUBVISION LIGHTING 08/15	151.53	UTILITIES	029.0429.060.021				364 00063
STREETS 08/2015	3,297.06	UTILITIES	001.0422.060.021				364 00064
FIRE DIST. 08/2015	767.16	UTILITIES	004.0414.060.021				364 00065
WWIP 08/2015	169.68	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				364 00066
	30,447.26	*VENDOR TOTAL					
ST JOHNS RIVER MUTUAL ASSESSMENT NO. 679 8/15	330.00	UTILITIES	001.0421.060.021	98			364 00056
STANTEC CONSULTING SERVI WDLK WW COLLECTN SYS 8/15	16,637.78	CONTRACTURAL SERVICES	062.0462.060.028	938305			364 00122
STATE OF CA-EDD CITY ST TAX DEPOSIT 8/15	1,661.93	WITHHOLDING TAX-STATE	001.0000.200.028				372 00004
STATE OF CALIFORNIA FIRE ST TX DEP 08/15	823.43	WITHHOLDING TAX-STATE	004.0000.200.028				372 00005
SULLIVAN AND SULLIVAN LEGAL SERVICES 08/15	420.00	LEGAL SERVICES	004.0414.060.025	48073			364 00035
T C A G FIRST 1/2 MEMBERSHIP 8/15	1,595.60	SPECIAL DEPARTMENT EXPEN	001.0401.060.029	16784008M			364 00121
TEAMSTERS LOCAL UNION NO POA DUES 08/2015	220.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		AUGUST 2015		364 00069
POA DUES JULY 08/15	220.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		JULY 2015		372 00009
POA DUES JUNE 08/15	264.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		JUNE 2014		372 00008
POA DUES MAY 2015 8/15	264.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		MAY 2015		372 00007
	968.00	*VENDOR TOTAL					
THE POTTERS HOUSE RFND CLIND DEP 08/15	100.00	DEPOSITS FORM OTHERS	001.0000.200.035				364 00202
TULARE COUNTY INFORMATIO RADIO SERVICES 08/15	130.00	RADIO & PAGER MAINTENANC	001.0411.060.033	16-005			364 00015
TULARE REGIONAL MEDICAL LABS FOR PD 08/2015	1,724.00	CONTRACTURAL SERVICES	001.0411.060.028				364 00019
US BANK COW PRINTER 08/2015	264.32	CONTRACTURAL SERVICES	001.0410.060.028	284136694			364 00013

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
USA BLUE BOOK SUPPLIES 08/2015 CREDIT KEY WTR LCK 8/15	95.36 58.27CR 37.09	SPECIAL DEPARTMENT SPECIAL DEPARTMENT *VENDOR TOTAL	EXPEN 063.0463.060.029 EXPEN 063.0463.060.029	717821 717861	364 364	00177 00178	
VALLEY IND & FAM MED GRP PHYSICAL RODRIGUEZ 8/15	100.00	CONTRACTURAL SERVICES	001.0422.060.028	283279	364	00003	
VALLEY LUBE EQUIPMENT SERVICES 08/2015	332.50	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029	16627	364	00028	
VISALIA/CITY OF HAZ-MAT MAINT FEE 8/15	1,194.00	CONTRACTURAL SERVICES	001.0402.060.028		364	00021	
WOODLAKE AUTO PARTS SUPPLIES 08/2015 CAR WASH SOAP 08/15 SUPPLIES 08/2015 IND BELT 08/2015 SUPPLIES 08/2015 SUPPLIES 08/2015 WORK LIGHT 08/2015	50.37 28.26 7.85 32.65 108.82 140.38 55.95 31.31 455.59	SPECIAL DEPARTMENT SPECIAL DEPARTMENT SPECIAL DEPARTMENT VEHICLE MAINTENANCE/OPER SPECIAL DEPARTMENT SPECIAL DEPARTMENT SPECIAL DEPARTMENT SPECIAL DEPARTMENT *VENDOR TOTAL	EXPEN 001.0418.060.029 EXPEN 001.0418.060.029 EXPEN 001.0418.060.029 EXPEN 001.0411.060.032 EXPEN 062.0462.060.029 EXPEN 062.0462.060.029 EXPEN 062.0462.060.029 EXPEN 001.0411.060.029 EXPEN 001.0418.060.029 *VENDOR TOTAL	612593 612594 612754 613270 613889 613895 614031 614032	364 364 364 364 364 364 364 364	00131 00130 00126 00125 00124 00123 00128 00129	
WOODLAKE CHAMBER RFND CLING DEP 08/15	100.00	DEPOSITS FORM OTHERS	001.0000.200.035		364	00203	
WOODLAKE GROWERS SUPPLY SUPPLIES 08/2015 SUPPLIES 08/2015 WASP SPRAY 08/2015 SUPPLIES 08/2015 SUPPLIES 08/2015 UNIFORM JEANS 08/15 SUPPLIES 08/2015 KEYS/KEY RING 08/15 SUPPLIES 08/2015 SUPPLIES 08/2015 SUPPLIES 08/2015 LIGHT BULBS 08/2015 RETRN LIGHT BLBS 08/15 COLLAR 08/2015 SIMPLE GREEN/KEY 08/15 SUPPLIES 08/2015 SUPPLIES 08/2015 VIGIL UNIFORM ALLNCE 8/15 SUPPLIES 08/2015	17.26 1.92 6.15 97.52 2.21 134.73 2.37 12.69 12.94 12.05 2.75 95.00 95.00CR 9.99 14.63 5.37 161.68 15.09 1.00 519.01	SPECIAL DEPARTMENT SPECIAL DEPARTMENT *VENDOR TOTAL	EXPEN 063.0463.060.029 EXPEN 001.0418.060.029 EXPEN 001.0421.060.029 EXPEN 001.0421.060.029 EXPEN 063.0463.060.029 EXPEN 063.0463.060.029 EXPEN 001.0418.060.029 EXPEN 001.0418.060.029 EXPEN 001.0418.060.029 EXPEN 001.0418.060.029 EXPEN 063.0463.060.029 EXPEN 063.0463.060.029 EXPEN 063.0463.060.029 EXPEN 001.0418.060.029 EXPEN 001.0418.060.029 EXPEN 001.0411.060.029 EXPEN 001.0421.060.029 EXPEN 001.0411.060.029 EXPEN 063.0463.060.029 EXPEN 001.0415.060.029 EXPEN 063.0463.060.029 EXPEN 001.0418.060.029 *VENDOR TOTAL	211432 211436 211470 211502 211671 212103 212165 212199 212206 212223 212226 212242 212244 212292 212317 212395 212474 212491 212494 212550	364 364	00116 00117 00118 00119 00120 00101 00102 00103 00104 00105 00106 00107 00108 00109 00110 00111 00114 00113 00112 00115	

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WOODLAKE HARDWARE CO STATION MAINT. 08/2015	40.19	FIRE STATION MAINTENANC	004.0414.060.034		238394			364	00037
SUPPLIES 08/2015	18.33	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		238397			364	00080
CLEAR TUBING 08/2015	13.76	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		238427			364	00079
SUPPLIES 08/2015	26.97	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		238432			364	00083
SUPPLIES 08/2015	4.30	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		238436			364	00086
HOSE CLAMP 08/2015	9.66	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		239161			364	00093
SUPPLIES 08/2015	7.52	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		239359			364	00084
SUPPLIES 08/2015	26.19	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		239376			364	00088
HAMMER DRIVE 08/2015	14.19	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		239789			364	00090
SUPPLIES 08/2015	41.82	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		239834			364	00081
RUSTOLEUM 08/2015	22.65	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		239845			364	00089
SUPPLIES 08/2015	14.03	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		239870			364	00092
SUPPLIES 08/2015	16.82	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		239920			364	00082
COUPLER 08/2015	14.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		239949			364	00085
SUPPLIES 08/2015	7.55	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		241953			364	00094
CLAMPS/SPRAY PAINT 8/15	4.95	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		242451			364	00100
SUPPLIES 08/2015	30.13	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		242479			364	00091
ANCHORS 08/2015	11.19	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		242503			364	00098
SNAPS 08/2015	46.08	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		242526			364	00095
SUPPLIES 08/2015	16.19	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		242529			364	00076
SUPPLIES 08/2015	6.94	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		242579			364	00099
PRIMER 08/2015	6.47	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		242852			364	00097
PAINT BRUSH/ROLLER 8/15	10.78	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		242897			364	00087
SUPPLIES 08/2015	32.39	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		242935			364	00096
1 SHOVEL 08/2015	21.59	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		242948			364	00078
	471.68	*VENDOR TOTAL						364	00077
WOODLAKE PRIDE BRAVO LK BTNCAL GRD 8/15	1,000.00	COMMUNITY PROMOTION FUND	001.0409.060.066					364	00033
WOODLAKE/CITY OF UTILITIES 08/2015	700.00	UTILITIES	004.0414.060.021					364	00034

ACS FINANCIAL SYSTEM
08/21/2015 10:53:53

VENDOR NAME
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

GL540R-V07.27 PAGE 10
CITY OF WOODLAKE

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

214,117.67

RECORDS PRINTED - 000294

Schedule of Bills

CITY OF WOODLAKE
GL060S-V07.27 RECAPPAGE
GL540R

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

DATE APPROVED BY

.....

.....

City of Woodlake

AGENDA ITEM IV-C

August 24, 2015

Prepared by Ramon Lara, City Staff

SUBJECT: Action: Adoption of Resolution: Approval of the Agreement Between the Woodlake Lions Club and the City of Woodlake for the Property at 179 N. Magnolia St. Woodlake, CA 93286 Also Known as the Doris and Francis White Lions Club Community Center

BACKGROUND:

City staff worked with the Woodlake Lions Club over the past few months to acquire the Doris and Francis White Lions Club Community Center. After presenting the proposed plaza and community center project to the Woodlake Lions Club, the group showed a common interest with the City in delivering the proposed project.

At their April 7, 2015 Woodlake Lions Club meeting the group voted on gifting the Doris and Francis White Lions Club Community Center to the City. As part of gifting the property to the City of Woodlake, the Lions Club and the City agreed that the building would be leased for a \$1.00 annually to the Lions Club while the new community center and plaza were designed and developed. The Club understands that during this time it will be responsible for all utilities associated with the building that are not provided by the City and will need to provide the necessary liability insurance.

DISCUSSION:

The City of Woodlake will lease the property at 179 N. Magnolia St. Woodlake, CA 93286 also known as the Doris and Francis White Lions Club Community Center to the Woodlake Lions Club for four months. The building is scheduled to be demolished on or around January 2, 2016. Please see attached agreement.

RECOMMENDATIONS:

Staff recommends that the City of Woodlake enter into a four month lease agreement with the Woodlake Lions Club for the property at 179 N. Magnolia St. Woodlake, CA 93286 also known as the Doris and Francis White Lions Club Community Center.

FISCAL IMPACT:

There is no fiscal impact to the City of Woodlake General Fund. The Woodlake Lions Club donated the building to the City and will lease it back for the next four months as the City of Woodlake Plaza and Community Center Project develop.

ATTACHMENTS:

1. Resolution: Approval of the Agreement Between the Woodlake Lions Club and the City of Woodlake for the Property at 179 N. Magnolia St. Woodlake, CA 93286 Also Known as the Doris and Francis White Lions Club Community Center
2. Agreement Between the Woodlake Lions Club and the City of Woodlake for the Property at 179 N. Magnolia St. Woodlake, CA 93286

CITY OF WOODLAKE

LEASE AGREEMENT

1. **DATE:** This Lease is made and entered into in duplicate original this 24th day of August, 2015, effective August 24, 2015.
2. **PARTIES:** This Lease is entered into by and between **CITY OF WOODLAKE**, hereinafter referred to as Lessor, and the **WOODLAKE LIONS CLUB**, hereinafter referred to as Lessee.
3. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the terms and conditions herein set forth herein, that property at 179 N. Magnolia St. Woodlake, CA 93286 also known as the Doris and Francis White Lions Club Community Center.
4. **TERM:** The term of this Lease is for four (4) months.
5. **MONEY DUE FROM LESSEE:**
 - a. **RENT:** Rental per month for the leased premises shall be \$1.00 annually or pro-rated if not rented an entire year. The rent is payable in advance of the lease coming into effect.
 - b. **SECURITY:** No security deposit will be required from Lessee.
6. **PROPERTY TAXES:**
 - a. Except as provided in subdivision b., below, Lessor shall pay all real property taxes and all other assessments and parcel taxes levied upon or against the leased premises, during the term hereof, by the City of Woodlake, the County of Tulare, the State of California or any political subdivision thereof, appearing on the tax statements of the City of Woodlake and the County of Tulare, if any.
 - b. Notwithstanding subdivision a., herein, Lessee understands that the leasehold interest which she has in the premises creates a taxable possessory interest and agrees that she shall be responsible for any and all property taxes assessed against Lessee arising out of such possessory interest, and further agrees to keep current the possessory interest taxes assessed against Lessee and the leased premises. Lessee further agrees to indemnify and hold harmless Lessor from and against all taxes, assessments, penalties and charges arising out of her possessory interest of the leasehold premises and assets, whichever is applicable.

7. **WASTE:** Lessee shall not commit any waste or suffer any waste to be committed to the leased premises. Lessee shall not cause, suffer or permit any nuisance to exist on or in said premises at any time. Lessee, and Lessee's employees, agents and invitees shall conform to, comply with and faithfully obey all ordinances of the City of Woodlake, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises. At all times, Lessee shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted, and at the end of said term, or on the sooner termination of this Lease, Lessee shall quit and surrender said premises to the Lessor in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted. Lessee's taking possession of the premises on the commencement of the lease term shall constitute Lessee's acknowledgment that the premises are in good condition.

8. **IMPROVEMENTS AND ALTERATIONS:** Lessee shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as Lessee shall desire for the proper and efficient operation of Lessee's business; provided, however, that no alterations or changes shall be made without the prior written consent of Lessor; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of Lessee. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in and on the leased premises and become the property of Lessor; provided, however, that Lessee shall have the right to remove all trade fixtures which Lessee may own or place in and on the leased premises during the lease term, provided that Lessee shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effective before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by Lessee on or before the expiration of the term hereof.

9. **LIENS:** Lessee shall not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the Lessor reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that Lessor may deem necessary or proper to protect Lessor's title in and to said premises against any such liens.

10. **UTILITIES:** Lessee shall pay for gas, electrical power, telephone, alarm (including monitoring) and other charges for all other public utilities and services, including, without limitation, lights, light bulbs, power, and janitorial services that are incurred by Lessee.

11. **REPAIRS AND MAINTENANCE BY LESSOR:** Lessor and Lessor's agents and employees shall have the right at all reasonable times, with twenty-four (24) hours notice to Lessee, of ingress to and egress from the leased premises to carry out and perform Lessor's obligations hereunder and for such other purposes as may be reasonably necessary in connection with the operation of said building, and for the purpose of examining said premises and effecting alterations, additions, improvements, repairs or to remodel the same, all without any abatement of rent, and may for such purposes erect scaffolding deemed necessary by Lessor. Lessee shall not claim, or be allowed, or be paid, any damages for inconvenience occasioned thereby. Lessor shall maintain roof, exterior walls, structural foundation, internal and external plumbing, original electrical, permanent light fixtures, heating and air conditioning, driveway and septic tank (except that Lessee shall pay to have septic tank pumped, as needed). All other items will be the responsibility of the Lessee.

Lessee will notify the Lessor's Maintenance Department of any repairs and Lessor shall have 24 hours to respond, except in cases of emergencies in which Lessor shall make its best effort to respond immediately.

12. **REPAIRS AND MAINTENANCE BY LESSEE:** Lessee shall, at her sole cost, keep and maintain in a good and safe condition said premises and every part thereof, excepting as identified in Paragraph 11 above, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code.

13. **INSPECTION:** Lessor, or Lessor's agents, shall have the right of ingress to and egress from the leased premises at all reasonable times, with twenty-four (24) hours notice to Lessee, during the lease term for the purpose of inspecting the same. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair.

14. **DESTRUCTION OF BUILDING:** If any improvements, including buildings and other structures, located on the premises are damaged or destroyed during the term of this Lease, the following shall be applicable:

a. If the damage or destruction is caused by a peril against which fire and extended coverage insurance is carried, Lessor shall repair that damage as soon as reasonably possible and restore the premises and improvements to substantially the same condition as existed before the damage or destruction, regardless of whether the insurance proceeds are sufficient to cover the actual cost of repair and restoration. If insurance has lapsed or not been carried, Lessor shall be solely responsible for the full cost and expense of necessary repairs.

b. Notwithstanding any other provision of this Lease, if any improvement located on the premises are damaged or destroyed to such an extent that it will cost more than \$20,000.00 to repair or replace them, and the damage or destruction is caused by a peril against which insurance is not required to be carried by this lease, Lessor may terminate this Lease by giving Lessee written notice of termination. The notice must be given with 60 days after occurrence of the damage or destruction.

c. Lessor and Lessee shall have the right to terminate this Lease if the premises are damaged or destroyed from any cause whatsoever, insured or uninsured, and the laws then in existence do not permit the repair or restoration of the premises provided for in this Agreement.

d. Either party may terminate this Lease, pursuant to the terms of this section, by giving written notice of termination to the other not later than 30 days after occurrence of the event giving rise to the right to terminate under this section, and termination shall be effective as of the date of the notice of termination. In the event of a termination under subsection b, Lessee shall not be entitled to collect any insurance proceeds attributable to insurance policies covering the premises or improvements, except those proceeds attributable to Lessee's personal property and trade fixtures.

e. If this Lease is terminated pursuant to this section, rent, taxes, assessments, and other sums payable by Lessee to Lessor under this lease shall be prorated as of the termination date. If any taxes, assessments, or rent has been paid in advance by Lessee, Lessor shall refund it to Lessee for the unexpired period for which the payment has been made.

f. Any and all repairs and restoration of improvements required by this section shall be commenced by Lessor, as the case may be, within a reasonable time after occurrence of the damage or destruction requiring the repairs or restoration; shall be diligently pursued after being commenced; and shall be completed within a reasonable time after the loss. If Lessor is required under this lease to perform the repairs and restoration, Lessor shall cause the repairs and restoration to be completed not later than 180 days after occurrence of the event causing destruction or Lessee shall have the right to terminate this Lease.

g. If the damage or destruction to the premise is caused by a peril against which insurance is not carried under this Lease, rent shall be abated only for the time and to the extent Lessee is prevented from occupying the premises for the uses authorized in this Lease.

h. If the damage or destruction is caused by a peril against which insurance is carried, Lessee shall continue to pay the full amount of rent required under this Lease

notwithstanding the fact that damage or destruction renders the premises either partially or completely uninhabitable for the uses authorized by this Lease.

15. **INDEMNIFICATION:** Lessor shall not be liable in any manner for any loss, damage or injury to the person or property of said Lessee, or Lessee's agents or employees, or to persons invited to and permitted by Lessee to come upon or about the leased premises, sidewalks, entryways and parking areas or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said Lessee, or Lessee's agents or employees. Lessee agrees to indemnify and save harmless Lessor from any and all such liability, damage, cost and expense, to protect Lessor against any claim, to defend Lessor against any such claim that may be made, or any action that may be brought against said Lessor relating to the leased premises, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs. Lessee further agrees that Lessor shall not be liable or accountable to any person and particularly, without limitation, to Lessee or any one claiming under or through Lessee for any damage occasioned by or from plumbing, gas, water, steam, sewerage, electrical wiring, pipes or other apparatus or the bursting, leaking or running of any water closet, tank, plumbing, or other damage occasioned, being, or coming down, upon said leased premises and improvements from the roof, or any skylight, trapdoor or elsewhere from act or neglect of any person or occupant or adjacent or contiguous property, except as to an intentional or negligent act of Lessor, its agents or employees.

Lessee shall not be liable in any manner for any loss, damage or injury to the person or property of said Lessor, or Lessor's agents or employees, or to persons invited to and permitted by Lessor, to come upon or about the leased premises, sidewalks, entryways, driveways and parking areas or adjacent property, or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said Lessor, or Lessor's agents or employees. Lessor agrees to indemnify and save harmless Lessee from any and all such liability, damage, cost and expense, to protect Lessee against any claim therefor, to defend Lessee against any such claim that may be made, or any action that may be brought against said Lessee relating to the leased premises, sidewalk, entryway, driveways, parking areas or adjacent property, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs.

Lessee shall not and does hereby agree not to conduct any activities or keep any materials, substances or articles in or about the premises which will or may impair or invalidate, or increase the premium costs of insurance policies that may be carried by the Lessor.

16. **LIABILITY INSURANCE:** Lessee agrees to obtain and keep in full force during the term hereof of this Agreement, at Lessee's expense, public liability and property damage insurances with companies and through brokers approved by Lessor to protect against liability for any public incident due to the use of and/or resulting from any accident occurring in or

about said premises. Such insurance shall be not less than one million dollars (\$1,000,000.00) for any one public liability accident nor less than five hundred thousand dollars (\$500,000.00) for any one property damage incident. These policies shall be issued to the joint benefit of Lessor and Lessee. Lessor shall be furnished with copies of all said insurance policies and all endorsements thereto, and with appropriate certificates evidencing the insurance coverage afforded thereby, at the time of signature and execution of this Lease. Said policies shall provide the above described coverage, shall not be canceled without Lessor approval, and shall not be canceled without sixty (60) days prior written notice to Lessor.

17. **USE OF PREMISES:** Lessee shall use the leased premises for the purpose of conducting therein and thereon the maintenance and operation of a community center and for no other purpose whatsoever without the written consent of Lessor.

18. **ASSIGNMENT AND SUBLEASE:** Lessee shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof, without first obtaining the written consent of Lessor to do so. Any transfer or assignment of this Lease by operation of law without the written consent of Lessor shall make this Lease voidable at the option of Lessor. Lessor allows for the lessee to sublet the leased premises to CSET for the terms of this agreement.

19. **LESSEE'S DEFAULT:**

Lessee: a. The occurrence of any of the following shall constitute a default by

(1) Failure to pay rent when due, if the failure continues for three (3) days after notice of default has been given to Lessee.

(2) Abandonment and vacation of the premises failure to occupy and operate the premises for ten (10) consecutive days shall be deemed an abandonment and vacation, except as provided in Paragraph 14, above.

(3) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to Lessee. If the default cannot reasonably be cured within ten (10) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

Lessor, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lessor at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor within ten (10) days after notice to Lessee from Lessor that said sum has been paid; and if paid at a later date, shall bear interest at the rate of ten percent (10%) per

annum from the date the sum is paid by Lessor until Lessor is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive, but are cumulative in addition to any remedies now or later allowed by law. Lessor may continue this Lease in full force and effect, and the Lease shall continue in effect as long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to collect rent when due. During the period Lessee is in default, Lessor can enter the premises and re-let them, or any part of them, to third parties for Lessee's account. Lessee shall be liable immediately to Lessor for all costs Lessor incurs in re-letting the premises, including, without limitation, broker's commissions, expenses of remodeling the premises required by the re-letting, and all other associated costs. Re-letting may be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay to Lessor the rent due under this Lease on the dates the rent is due, less the rent Lessor receives from any re-letting. No act by Lessor allowed by this paragraph shall terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease. After Lessee's default and for as long as Lessor does not terminate Lessee's right to possession of the premises, if Lessee obtains Lessor's written consent, Lessee shall have the right to assign or sublet Lessee's interest in this Lease, but Lessee shall not be released from liability, Lessor's consent to a proposed assignment or subletting.

If Lessor elects to re-let the premises as provided in this paragraph, rent that Lessor receives from re-letting shall be applied to the payment of first, any indebtedness from Lessee to Lessor other than rent due Lessee; second, all costs, including for maintenance, incurred by Lessor in re-letting; and third, rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Lessor receives from re-letting shall be held by Lessor and applied in payment of future rent as rent becomes due under this Lease. In no event shall Lessee be entitled to any excess rent received by Lessor. If, on the date rent is due under this Lease, the rent received from the re-letting is less than the rent due on that date from Lessee, Lessee shall pay to Lessor, in addition to the remaining rent due, all costs, including for maintenance, Lessor incurred in re-letting that remain after applying the rent received from the re-letting as provided in this paragraph.

b. In the event of default, Lessor can terminate Lessee's right to possession of the premises at any time. No act by Lessor other than giving notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession. Upon termination, Lessor has the right to recover from Lessee:

(1) The value, at the time of the award, of the unpaid rent that had been accrued at the time of termination of this Lease;

(2) The value, at the time of the award, of the amount by which the unpaid rent that would have been accrued after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided;

(3) The value, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; and,

(4) Any other amount, and Court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

"The value, at the time of the award," as used in subparagraphs (1) and (2) of this paragraph, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The value, at the time of the award," as referred to in subparagraph (3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

20. **LESSOR'S DEFAULT:** Lessor shall in no event be in default in the performance of any of its obligations contained in this Lease unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying where Lessor has failed to perform any such obligation.

21. **SUBORDINATION OF LEASE:** Lessee agrees that this Lease is and shall always be subordinate to any mortgage, deed of trust, or other instrument of security which has been or shall be placed on the land and building, of which the demised premises form a part, and such subordination is hereby made effective without any further act by Lessee. In the event any foreclosure proceedings are brought on any mortgage, deed of trust or other instrument of security to which this Lease is subordinate, Lessee agrees that the holder of such instrument of security, or transferee under a trustee or foreclosure sale, shall have the option of continuing this Lease upon the same terms, covenants and conditions herein contained.

22. **ATTORNEY'S FEES:** In the event it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorney's fees incurred in connection with such legal proceedings. Any action or proceeding brought by any party to enforce the terms or conditions of this Agreement shall be brought in Tulare County, California.

23. **BANKRUPTCY:** Either the appointment of a receiver to take possession of all or substantially all of the assets of the Lessee, a general assignment by Lessee for the benefit

of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall, at the option of the Lessor, constitute a breach of the Lease by the Lessee and shall entitle the Lessor to immediately cancel or terminate the Lease, in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises leased but shall forthwith quit and surrender the premises, and Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or moneys received from Lessee or others on behalf of Lessee.

24. **CONDEMNATION:** If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible for occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the leased part remaining after the condemnation bears to the value of the leased premises at the date of condemnation. If all of the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part or all of the leased premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Lessor and the Lessee shall have no claim thereto, and the Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereby by reason of the condemnation of all, or a part of the leased premises.

25. **PARKING AREA:** Lessee shall have the right to use any walk, driveway or parking area which is a part of the leased premises. In connection with the parking area, Lessee shall have the nonexclusive right to use the common parking area.

26. **SIGNS:** Lessee shall not permit or suffer signs, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of the premises, or on the building, except as authorized in writing by the Lessor.

27. **TIME OF ESSENCE:** Time is of the essence for each and every covenant herein contained.

28. **HOLDING OVER:** If Lessee should hold possession of said premises or any part thereof, after the expiration of the term of this Lease, then such holding over shall constitute an unlawful detainer by Lessee, and any holding over shall be deemed a tenancy from month to month only, upon the same terms, covenants and conditions herein stipulated, except that the monthly rental shall be two times the rent on the last month's rent.

29. **WAIVER OF BREACH:** In the event Lessor shall waive one or more breaches of any of the terms of this Lease, Lessor shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to Lessor are cumulative and the election of Lessor to proceed under any one or any number of such remedies shall in no manner abrogate Lessor's right to maintain or enforce any or all of the remaining rights or remedies herein given to Lessor.

30. **BINDS SUCCESSORS:** This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

31. **NOTICES:** All notices, demands and requests from Lessor to Lessee shall be given in writing to Lessee, the Woodlake Lions Club, or personally served to the Club.

All notices, demands and requests from Lessee to Lessor shall be given to Lessor, CITY OF WOODLAKE, Attention: City Clerk, at 350 N. Valencia Ave., Woodlake, California, 93286, or personally served on City Clerk.

32. **ENTIRE AGREEMENT:** This Lease referenced herein contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid. Modifications to this Agreement can only be made if they are in writing and signed by all parties.

33. **ABANDONMENT OF PERSONAL PROPERTY:** If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

34. **VALIDITY:** If any term or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

35. **SIGNATURES:** IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written.

The Lessee agrees to lease the premises from Lessor on the terms and conditions set forth above, acknowledges that she has inspected the premises and that the premises are in good order and repair.

LESSEE:
Woodlake Lions Club

By _____
Date

The Lessor agrees to lease the premises to Lessee on the terms and conditions set forth above, and acknowledges receipt of proof of insurance, pursuant to Paragraph 16 of this Agreement.

LESSOR:
City of Woodlake

By _____
Date

City of Woodlake

AGENDA ITEM IV-D

August 24, 2015

Prepared by Irene Zacarias, City Staff

SUBJECT:

Action: Adoption of Resolution: Approving the Proclamation Declaring September 17-23, 2015 as Constitution Week.

BACKGROUND:

The tradition of celebrating the anniversary of the Constitution was begun by the Daughters of the American Revolution when it petitioned Congress in 1955 to set aside this week annually to be dedicated to the observance of Constitution Week. It was signed into public law on August 2, 1956 by President Dwight D. Eisenhower.

DISCUSSION:

The aims of the celebration are to: emphasize citizens' responsibilities for protecting and defending the Constitution, inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life and encourage the study of the historical events which led to the framing of the Constitution in September 1787.

RECOMMENDATIONS:

Staff recommends that Council Declare September 17-23, 2015 as Constitution Week.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Resolution: Approval of Proclamation Declaring September 17-23, 2015 as Constitution Week.

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

In the matter of:

ADOPTION OF RESOLUTION)	Resolution No.
APPROVING THE PROCLAMATION)	
DECLARING SEPTEMBER 17-23)	
2015 AS CONSTITUTION WEEK)	

Councilmember _____, offered the following resolution and moved its adoption. Declaring September 17-23, 2015 as Constitution Week.

WHEREAS, September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebration which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as constitution week;

NOW, THEREFORE, the Mayor and Council of the City of Woodlake hereby proclaim September 17-23 as Constitution Week.

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-E

August 24, 2015

Prepared by Irene Zacarias, City Staff

SUBJECT:

Action: Adoption of Resolution: Approving the Proclamation Declaring October 18-24, 2015 as Freedom From Bullies Week

BACKGROUND:

California Healthy Workplace Advocates have determined that residents in the communities are becoming increasingly aware of the wide-spread problem of bullying in our schools. While this epidemic is deserving of the nation's immediate attention, another phenomenon is concurrently sweeping this nation with severe social and economic consequences, bullying in the workplace.

DISCUSSION:

The California Healthy Workplace Advocates, a statewide coalition of citizens dedicated to ensuring civility and professionalism within the workplace, is working to increase awareness of this growing problem that affects both the public and private sectors.

RECOMMENDATIONS:

Staff recommends that Council Declare October 18-24, 2015 as Freedom from Bullies Week.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Resolution: Approval of Proclamation Declaring October 18-24, 2015 as Freedom from Bullies Week.

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

In the matter of:

ADOPTION OF RESOLUTION)	Resolution No.
APPROVING THE PROCLAMATION)	
DECLARING OCTOBER 18-24)	
2015 AS FREEDOM FROM BULLIES)	
WEEK)	

Councilmember _____, offered the following resolution and moved its adoption. Declaring October 18-24, 2015 Freedom From Bullies Week.

WHEREAS, the City of Woodlake has an interest in promoting the social and economic well-being of its employees and citizens; and

WHEREAS, that well-being depends on the existence of healthy and productive employees working in safe and abuse –free environments; and

WHEREAS, surveys and studies have documented the stress related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments can create costly consequences for employers, including reduced productivity, absenteeism, turnover, employee health-related expenses and if left unchecked, costly litigation; and

WHEREAS, protection from abusive work environments should apply to every worker, and not limited to legally protected class status based only on race, color, gender, national origin, age, or disability;

NOW, THEREFORE, the Mayor and Council of the City of Woodlake hereby proclaim October 18-24, 2015 “Freedom From Bullies” Week.

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

TULARE RTIF UPDATE

ADMINISTRATIVE DRAFT

FEBRUARY 17, 2015



Table of Contents

EXECUTIVE SUMMARY	1
Study Objectives	1
Projects Included in the TIF Study	1
Methodology Used in This Study	1
Fee Zones	2
Fee Schedule	4
1. INTRODUCTION	6
Background	6
Approach	6
Organization	7
2. TRIP DEMAND AND GROWTH PROJECTIONS	8
Trip Generation by Land Use	8
Housing and Employment Growth	9
Growth in Trip Demand Through 2040	11
3. TIF PROJECTS AND PROJECT COSTS	12
TIF Projects	12
Project Costs	15
4. COST ALLOCATION AND FEE CALCULATION	17
Impact of Growth on Transportation Facilities	17
Existing Deficiencies	17
Select Link Analysis	18
Fee per Trip Demand Unit	19
5. IMPLEMENTATION	23
TIF Program Adoption Process	23
Reporting Requirements	23
Fee Collection and Expenditure	23
Renovations and Changes in Use	24
Inflation Adjustment	24
6. MITIGATION FEE ACT FINDINGS	25
Purpose of Fee	25
Use of Fee Revenues	25
Benefit Relationship	26
Burden Relationship	26
Proportionality	26
APPENDIX A – TIF RE-EVALUATION TRIGGERS	28
APPENDIX B – COMPARABLE FEE PROGRAMS	29
APPENDIX C – TRAFFIC MODELING ANALYSIS	32

Executive Summary

The Tulare County Association of Governments (TCAG) has prepared a Traffic Impact Fee (TIF) that would apply to new development Countywide in Tulare County. The TIF funds a select list of transportation system improvements. This Executive Summary provides an overview of the study objectives, methodologies, projects to be funded, and results of the nexus analysis.

Study Objectives

The primary policy objective of the TIF program is to ensure that new development pays the transportation improvement costs associated with growth. The primary purpose of this report is to calculate and present fees that will enable the County to expand its inventory of transportation facilities – and therefore maintain its facilities standards – as new development leads to increased traffic roadways located within Tulare County.

The County can impose TIF fees within their jurisdictions under authority granted by the *Mitigation Fee Act (the Act)*, contained in *California Government Code Sections 66000 et seq.* This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules presented in this report.

The County of Tulare is forecast to experience growth in both its incorporated cities and unincorporated areas through this study's planning horizon of 2040. This growth will create an increase in demand for transportation improvements. Given the revenue challenges that are common to most cities and counties in California; this report highlights the need for a regional transportation impact fee program to ensure that new development funds the share of transportation improvement costs associated with growth. This report makes use of the most current available growth forecasts, facility plans, and traffic modeling to ensure that the TIF program is representative of the transportation facility needs resulting from new development.

Projects Included in the TIF Study

The study includes the projects detailed in Tables 4 and 4b. Certain projects are no longer included in the TIF program because growth through 2040 would no longer cause traffic on those roads to drop below level of service "D".

Methodology Used in This Study

The impact fees calculated in this study are based on maintaining specified County of Tulare level of service (LOS) facility standards on roadways. The Tulare County General Plan has designated LOS "D" as the minimum acceptable LOS standard on County facilities in general Caltrans also strives to maintain a LOS C on state highway projects.

This study is an update of the previous study. Although many of the transportation system improvement projects included in this study were included in prior studies, new development is not being asked to pay to remedy existing transportation system improvements. All projects

included in this study either a) met the County's roadway level of service standards at the time they were originally added to the TIF program, or b) have an identified existing deficiency share of costs that will not be funded with impact fee revenue.

Impact fees are calculated to help fund the cost of facilities required to accommodate growth. The *Mitigation Fee Act* requires that any agency adopting impact fees establish a reasonable nexus between the projected amount of new development, the public improvements (in this case transportation improvements) needed to serve that development, and the amount of the fees. The six steps followed in this TIF update study and described in detail in the chapters that follow include:

1. Prepare projections of travel demand;
2. Identify facility standards;
3. Identify candidate facilities (transportation improvement projects);
4. Determine new development's cost share;
5. Calculate the TIF by allocating new development's cost share per unit of development, and;
6. Identify alternative funding.

This report relies primarily on level of service (LOS) standards to establish a nexus between projected new development in the County and the need for improvements to roadways of regional importance. This report also relies upon the results of select link analysis. Select link analysis identifies where the traffic that will be using each roadway improvement is coming from and going to.

The most recent TCAG traffic model was used in this analysis for several purposes, including LOS and select link analysis.

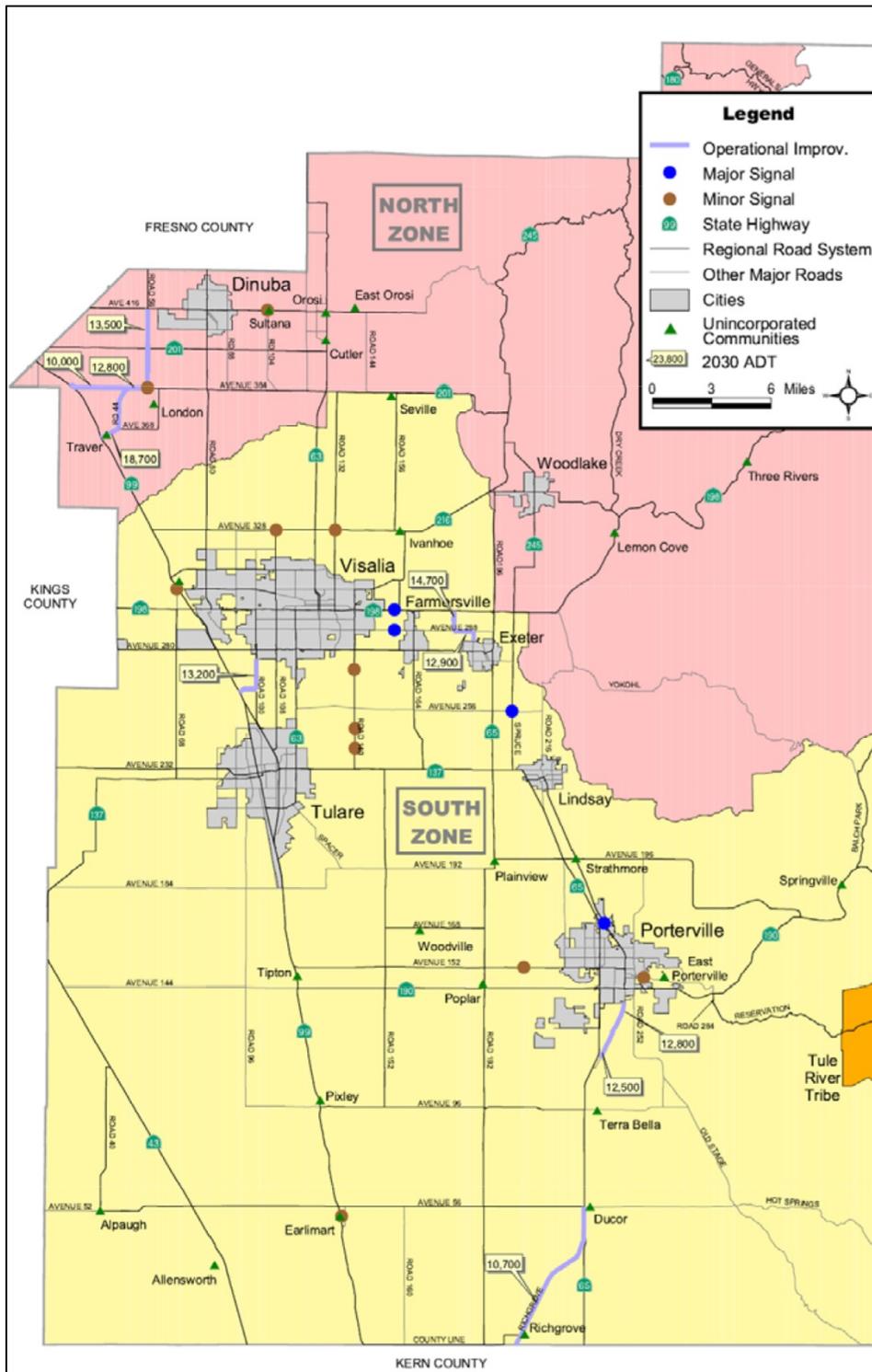
Fee Zones

Different areas of the County generate differing amounts of demand for transportation facilities. This analysis examined the demand for transportation facilities for two zones. The two fee zones analyzed in the study are a north zone and a south zone, and are defined as follows:

1. **North Zone:** Northern portion of the County containing the cities of Dinuba and Woodlake and the surrounding unincorporated areas.
2. **South Zone:** The cities of Visalia, Tulare, Lindsay, Exeter, Farmersville, Porterville and the surrounding unincorporated areas.

Refer to **Figure 1** for a map of the fee zones. Willdan has also provided a calculation of the fee for a single combined zone.

Figure 1: Traffic Impact Fee Zones



Fee Schedule

Table E.1 summarizes the schedule of maximum justified transportation impact mitigation fees based on the analysis contained in this report. Just as vehicle trip generation varies by land use, the TIF fee varies by land use and is charged for each residential unit or each 1,000 square feet of nonresidential space. A key nexus finding is based on the setting of the TIF proportional to the additional trip demand created by different types of new development. Below are the fees calculated for north and south zones, as well as a single combined zone.

Table E.1: Transportation Impact Fee Schedule

Land Use	A	B	C = A x B		D = C x 0.02	E = C + D	E / 1,000
	Cost Per Trip	Trip Rate Assumption	Base Fee ¹	Admin Charge ^{1, 2}	Total Fee ¹	Fee per Sq. Ft.	
North Zone							
<u>Residential</u>							
Single Family	\$ 380	9.57	\$ 3,637	\$ 73	\$ 3,710		
Multi-family	380	6.65	2,527	51	2,578		
<u>Nonresidential</u>							
Commercial	\$ 380	42.94	\$ 16,317	\$ 326	\$ 16,643	\$ 16.64	
Office	380	11.01	4,184	84	4,268	4.27	
Industrial	380	6.97	2,649	53	2,702	2.70	
South Zone							
<u>Residential</u>							
Single Family	\$ 387	9.57	\$ 3,704	\$ 74	\$ 3,778		
Multi-family	387	6.65	2,574	51	2,625		
<u>Nonresidential</u>							
Commercial	\$ 387	42.94	\$ 16,618	\$ 332	\$ 16,950	\$ 16.95	
Office	387	11.01	4,261	85	4,346	4.35	
Industrial	387	6.97	2,697	54	2,751	2.75	
Combined Zone							
<u>Residential</u>							
Single Family	\$ 387	9.57	\$ 3,704	\$ 74	\$ 3,778		
Multi-family	387	6.65	2,574	51	2,625		
<u>Nonresidential</u>							
Commercial	\$ 387	42.94	\$ 16,618	\$ 332	\$ 16,950	\$ 16.95	
Office	387	11.01	4,261	85	4,346	4.35	
Industrial	387	6.97	2,697	54	2,751	2.75	

¹ Persons per dwelling unit or per 1,000 square feet of nonresidential.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 1 and 5; Willdan Financial Services.

1. Introduction

This study analyzes the need for transportation improvements to support the growth through 2040 in Tulare County. This chapter provides an overview of California's *Mitigation Fee Act* (*California Government Code* Sections 66000 *et seq.*) and major County and State policy supporting a Traffic Impact Fee (TIF). The chapter also provides a description of the technical approach chosen for the TIF and report organization.

Background

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- ♦ The passage of a string of tax limitation measures, including increased thresholds of voter approval for many taxes or tax increases, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- ♦ Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- ♦ Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of “growth pays its own way.” This policy shifts the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees.

Assessments and special taxes require approval of property owners and are appropriate when the funded facilities are directly related to the developing property. In contrast, development fees are an appropriate funding source for facilities that benefit all development countywide. Development fees need only a majority vote of the legislative body for adoption.

The County of Tulare has the authority to impose impact fees by virtue of their police powers, which are granted in Article 11, Section 7 of the California Constitution. The exercise of that power is guided by the *Mitigation Fee Act* (“*Act*”) contained in California Government Code Sections 66000 *et seq.* This study provides the necessary findings required by the *Act* for adoption of a Traffic Impact Fee (TIF).

Tulare County first initiated the study of establishing development impact fees to fund transportation facilities in 2010. This study will comprehensively update the traffic fees for changes in growth projections, project costs and other technical considerations.

Approach

Impact fees are calculated to help fund the cost of facilities required to accommodate growth. The *Mitigation Fee Act* requires that any agency adopting impact fees establish a reasonable nexus between the projected amount of new development, the public improvements (in this case, traffic improvements) needed to serve that development, and the amount of the fees. The six steps followed in this TIF update study and described in detail in the chapters that follow include:

1. Prepare projections of travel demand;
2. Identify facility standards;
3. Identify eligible projects;
4. Identify alternative funding;
5. Determine new development's cost share; and,
6. Calculate the TIF by allocating new development's cost share per unit of development.

This report relies primarily on level of service (LOS) standards to establish a nexus between projected new development in the County and the need for improvements to roadways of regional importance. LOS is calculated based on the volume of traffic on a roadway or at an intersection compared to the capacity of the roadway or intersection. LOS "A," "B," and "C" suggest that delays are insignificant to acceptable. LOS "D" suggests delays are high and some short-term back-ups occur. LOS "E" and "F" suggest restricted speeds and significant delays as traffic volumes meet or exceed the capacity of the facility. The current minimum acceptable LOS standard set by the County and Caltrans is LOS "D".

This report also relies upon the results of select link analysis. Select link analysis identifies where the traffic that will be using each roadway improvement is coming from and going to.

The most recent TCAG traffic model was used in this analysis for several purposes, including LOS and select link analysis.

Organization

This study is divided into the following eight chapters and three appendices:

- ♦ Chapter 1, **Introduction** (this chapter): Summarizes public infrastructure financing in California, and the general technical approach used in the study;
- ♦ Chapter 2, **Trip Demand and Growth Projections**: Describes the growth projections used to estimate future demand and translates the growth into trip demand measures;
- ♦ Chapter 3, **TIF Projects and Project Costs**: Details the projects that are included in the TIF Program;
- ♦ Chapter 4, **Cost Allocation and Fee Calculation**: Describes the results of traffic modeling and the determination of development's share of cost for roadway facilities; Details maximum justified impact fees for traffic facilities;
- ♦ Chapter 5, **Implementation**: Provides guidelines for the implementation and ongoing maintenance of the TIF Program; and,
- ♦ Chapter 6, **Mitigation Fee Act Findings**: Summarizes the five statutory findings required for adoption of the proposed public facilities fees in accordance with the *Mitigation Fee Act* (California Government Code 66000 et. seq.).

2. Trip Demand and Growth Projections

This chapter describes the estimates of trip demand for transportation facilities. The most recent TCAG traffic model provided the estimates of the amounts of growth expected during the planning horizon of the TIF. These land use projections are later converted to vehicle trips to provide a measure of travel demand.

Trip Generation by Land Use

Vehicle trips (trips) are used as a measure of the use of transportation facilities by various land uses. Trip volumes help define the need for improvements to selected road segments or intersections. A traffic model is used because it is a more accurate way of identifying trip volume from existing and projected land uses on various existing and proposed road segments, and as part of an overall transportation system.

This study uses average daily level of service (LOS) output from the TCAG traffic model to identify improvements and allocate costs by land use category. The share of roadway improvement costs allocated to each unit of new development is based on the relative amount of new trip demand generated by that development. Trip demand during the afternoon peak hour of traffic is used because this is generally the busiest time of day for traffic, and road improvements are needed to provide capacity to accommodate peak levels of traffic. The traffic study used for this analysis identified improvements needed to mitigate deficiencies during the peak hour.

As new development generates increased vehicle trips for the County's transportation network, additional capacity in the system will be needed in the form of the improvements described in this report. Allocation of cost by land use incorporates rates of trip generation, relative shares of pass-by and diverted trips, and relative trip length, by major land use category.

Trip generation rates are applied to development projections to allocate improvement costs by land use type. The trip generation rates used for this analysis are based on years of study of major land use categories by the Institute of Transportation Engineers:

- ◆ Single family
- ◆ Multi-family
- ◆ Commercial
- ◆ Office
- ◆ Industrial

Table 1 shows trip generation rate assumptions used in this analysis.

Table 1: Trip Rate Assumptions

Land Use	Rate per Unit/ 1,000 SF
<i>Residential</i>	
Single Family	9.57
Multi Family	6.65
<i>Nonresidential</i>	
Commercial	42.94
Office	11.01
Industrial	6.97

Source: Institute of Traffic Engineers, Trip Generation Manual, 8th Edition.

Housing and Employment Growth

Base year (2010) assumptions for population and dwelling units and building square feet are based on the TCAG traffic model. The planning horizon for this analysis is 2040. The nexus analysis uses 2040 TCAG traffic model data to estimate new development's demand for transportation improvements.

All demographic assumptions are shown for the County as a whole, and also shown for each of the two fee zones as identified previously in Figure 1. Fees are calculated independently for each zone, based on the trip demand for each specific facility from each zone.

Table 2 lists the base year and 2040 land use assumptions used in the nexus analysis, by zone. This study does not require that all projected growth will have occurred within the study's planning horizon. Whether this amount of new development occurs prior to 2040 or after 2040, the need for transportation improvements included in the TIF Program and the impact fee revenues that flow with new development are mutually supportive. No funding threshold or transportation improvement is tied to any particular calendar year.

Table 2: Growth Projections

	South Zone			North Zone			Total		
	Base Year	2040	Growth	Base Year	2040	Growth	Base Year	2040	Growth
<i>Residential Dwelling Units</i>									
Single Family	96,392	139,129	42,737	15,346	19,656	2,987	111,738	158,785	45,724
Multi-family	26,171	61,770	35,599	3,767	7,059	2,885	29,938	68,829	38,484
Subtotal	122,563	200,899	78,336	19,113	26,715	5,872	141,676	227,614	84,208
<i>Building Square Feet (000s)</i>									
Commercial	11,807	20,836	9,029	1,304	2,104	800	13,111	22,939	9,829
Office	21,303	42,732	21,429	1,813	3,667	1,854	23,116	46,399	23,283
Industrial	75,296	127,300	52,004	14,870	23,926	9,055	90,166	151,226	61,059
Subtotal	108,405	190,868	82,462	17,987	29,696	11,709	126,393	220,564	94,171

Sources: TCAG; Willdan Financial Services

Growth in Trip Demand Through 2040

Based on the trip rate assumptions shown in Table 1, and the growth projections in Table 2, **Table 3** calculates the projected travel demand growth in the County, and for each zone between the base year and 2040. These trip demand “unit” totals are calculated by multiplying the trip demand factors by the development projections from Table 2.

Table 3: Growth in Trips

	Dwelling Units / 1,000 Square Feet			Trip Rate	Trips		
	South Zone	North Zone	Total		South Zone	North Zone	Total
Base Year							
<i>Residential Dwelling Units</i>							
Single Family	96,392	15,346	111,738	9.57	922,471	146,861	1,069,333
Multi-family	26,171	3,767	29,938	6.65	174,037	25,051	199,088
Subtotal	122,563	19,113	141,676		1,096,509	171,912	1,268,420
<i>Nonresidential</i>							
Commercial	11,807	1,304	13,111	42.94	506,974	56,003	562,978
Office	21,303	1,813	23,116	11.01	234,545	19,959	254,504
Industrial	75,296	14,870	90,166	6.97	524,813	103,646	628,459
Subtotal	108,405	17,987	126,393		1,266,332	179,608	1,445,940
2040							
<i>Residential Dwelling Units</i>							
Single Family	139,129	19,656	158,785	9.57	1,331,465	188,108	1,519,572
Multi-family	61,770	7,059	68,829	6.65	410,771	46,942	457,713
Subtotal	200,899	26,715	227,614		1,742,235	235,050	1,977,285
<i>NonResidential</i>							
Commercial	20,836	2,104	22,939	42.94	894,684	90,335	985,019
Office	42,732	3,667	46,399	11.01	470,481	40,369	510,850
Industrial	127,300	23,926	151,226	6.97	887,281	166,762	1,054,043
Subtotal	190,868	29,696	220,564		2,252,446	297,466	2,549,912
Growth							
<i>Residential Dwelling Units</i>							
Single Family	42,737	4,310	47,047	9.57	408,993	41,247	450,240
Multi-family	35,599	3,292	38,891	6.65	236,733	21,892	258,625
Subtotal	78,336	7,602	85,938		645,726	63,139	708,865
<i>Nonresidential</i>							
Commercial	9,029	800	9,829	42.94	387,710	34,332	422,042
Office	21,429	1,854	23,283	11.01	235,935	20,410	256,345
Industrial	52,004	9,055	61,059	6.97	362,468	63,116	425,584
Subtotal	82,462	11,709	94,171		986,113	117,858	1,103,971
Total					1,631,840	180,997	1,812,836

Sources: TCAG; Tables 1 and 2, Willdan Financial Services

3. TIF Projects and Project Costs

This chapter presents a description of the transportation improvement projects and the costs of the projects included in the updated TIF program.

TIF Projects

Prior to cost allocation, total project costs must be identified. All projects included in this comprehensive update were included in the prior study with the exception of one project (SR-65). The following projects are included in the TIF program. Some previously identified projects from the first study are no longer listed here because they are now either fully funded or no longer meet the qualifying LOS threshold. They are listed below and displayed in more detail in **Figure 2**.

- Project A: SR-99 from County Line to SR-190
- Project B: SR-99 from SR-190 to Avenue 200y
- Project C: SR-99 from Avenue 100 to Prosperity
- Project F: SR-99 Aux lanes
- Project G: SR-198 from SR-99 to Lovers Lane
- Project H: SR-63 from Shannon Pkwy (Ave 314) to Avenue 402
- Project J: SR-137 from Tulare to Lindsay
- Project K: SR-190 from Westwood Rd to Reservation Road (Rd 284)
- Project L: Road 140 from Avenue 280 to Avenue 256
- Project M: SR-65 from SR-137 to SR-198

State Route 99 is a 4/5 lane freeway that runs in a north-south direction providing a regional connection within the San Joaquin Valley. State Route 99 has a landscaped median that separates the roadway section into 2 travel lanes per direction. State Route 99 is planned to be widened from 4 to 6-lanes in the future through the Caltrans Interregional Improvement Program (IIP) and Proposition 1B funds.

State Route 198 (Sierra Drive) is a 4-lane divided freeway from State Route 99 to Road 204 near Exeter. East of Spruce Road, State Route 198 continues east to the Sequoia National Park entrance will serving communities of Lindcove, Lemon Cove and Three Rivers. West of State Route 99 and east of Road 204, State Route 198 operates as a 2-lane highway. State Route 198 is proposed to be improved to a four lane expressway between the cities of Hanford and Visalia. State Route 198 serves commercial, residential, recreational, retail and agricultural land uses.

State Route 63 is a north-south, four to six-lane arterial that runs through eastern Tulare and extends through Visalia to Fresno County. This roadway is known as State Route 63 (Mooney Boulevard) from Visalia (State Route 198) to Tulare Avenue (State Route 137). North of downtown Visalia, SR-63 is known as Dinuba Blvd and connects Visalia with the communities of Cutler and Orosi.

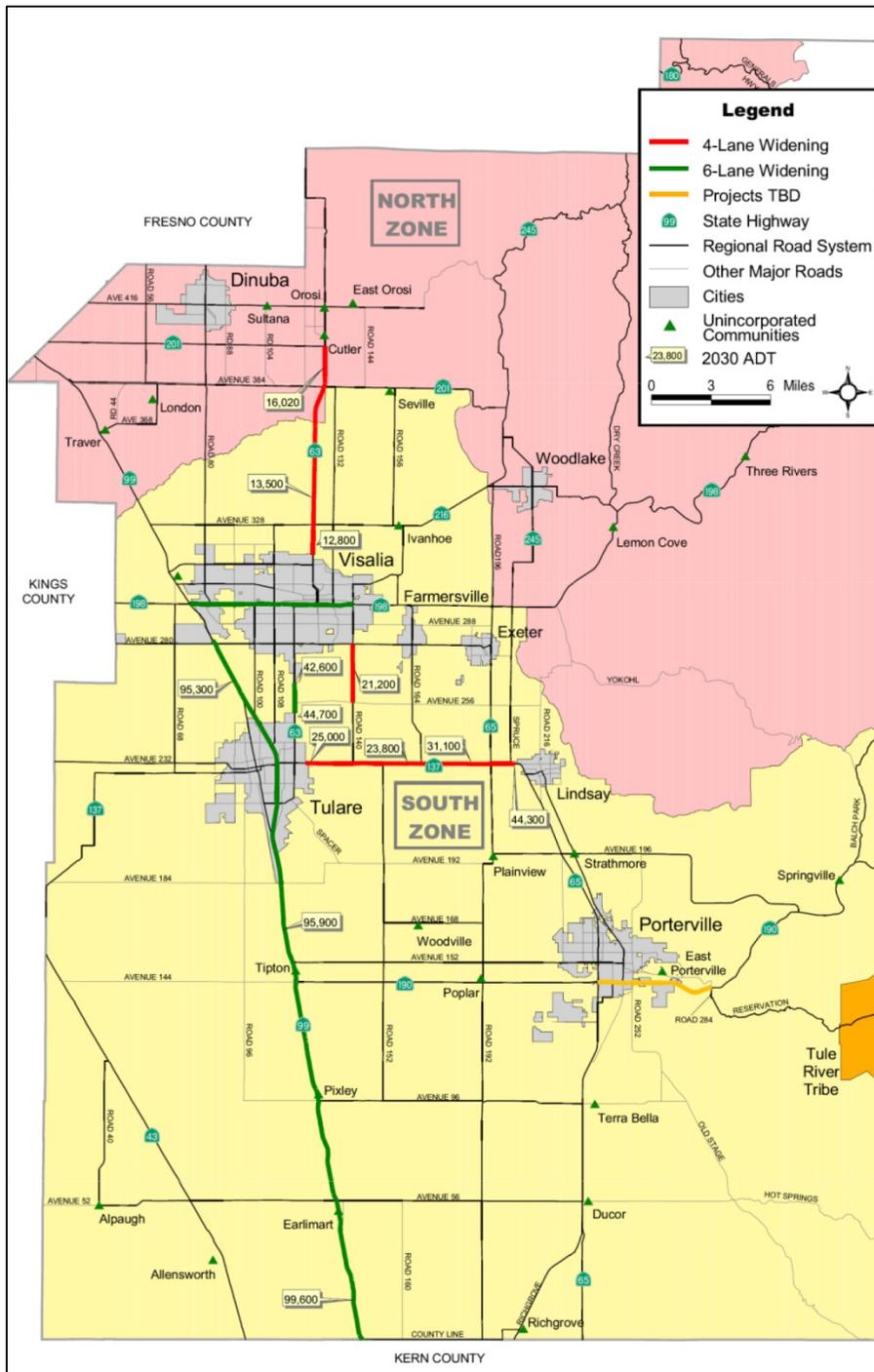
State Route 65 is a north-south highway/freeway segment that begins at State Route 198 and continues into Kern County. Within Tulare County State Route 65 serves Exeter (Kaweah Avenue), Lindsay, Strathmore, Porterville, Terra Bella and rural Tulare County. State Route 65 in Porterville is constructed to freeway standards from just south of State Route 190 to just north of Henderson Avenue. State Route 65 also provides a connection to Bakersfield for south county residents and serves agricultural, commercial, residential and educational land uses.

State Route 137 (Tulare-Lindsay Highway) also known as Inyo and Tulare Avenues, is a two to four-lane arterial type facility that runs in an east-west direction through Tulare. State Route 137 begins in Corcoran (Kings County), continues east through Tulare and ends west of Lindsay at State Route 65. State Route 137 serves primarily agricultural and residential land uses in the rural areas and retail/commercial within Tulare.

State Route 190 is an east-west, two to four-lane arterial type facility that extends from the Sierra foothills through the City of Porterville to the community of Tipton on SR-99. It is the primary east-west corridor through the City of Porterville.

Road 140 (Lovers Lane) is a north-south street that serves Visalia as well as central Tulare County. Lovers Lane is four-lanes north of Caldwell Avenue and it tapers from four to two-lanes to the south. Lovers Lane serves a variety of urban land uses north of Caldwell Avenue. South of Caldwell Avenue, Lovers Lane transitions to a rural two lane road; it primarily serves agricultural land uses. Road 140 begins at Saint John Parkway in Visalia and extends south to Avenue 192.

Figure 2: Traffic Impact Fee Widening Projects



Project Costs

Cost estimates are shown in **Table 4**. Cost estimates used in this study were developed by developed by TCAG. Alternative funding from state and federal sources is subtracted from the total project costs to determine the net cost of projects to be included in the TIF. As noted in the table, some project costs have not been included because the projects have been substantially completed or no longer met the LOS requirement for inclusion.

Table 4: Project List

ID	Route	From	To	Total Cost	Federal/ State	RTIF	Net TIF Cost
A	SR-99	County Line	SR-190	\$ 342,000,000	80%	20%	\$ 68,400,000
B		SR-190	Avenue 200	\$ 146,000,000	80%	20%	\$ 29,200,000
C		Avenue 200	Prosperity	76,000,000	80%	20%	15,200,000
D ²		Prosperity	Caldwell	-	80%	20%	-
E ²		Caldwell	Goshen	-	80%	20%	-
F		Aux lanes		55,000,000	9%	91%	50,050,000
G1	SR-198	SR-99	Akers	45,000,000	10%	90%	40,500,000
G2		Akers	SR 63	30,000,000	10%	90%	27,000,000
G3		SR 63	Lovers Lane	46,000,000	10%	90%	41,400,000
G4 ¹		Lovers Ln	Rd 156	-			-
H1 ³	SR-63	Avenue 402	Avenue 368	36,000,000	10%	90%	32,400,000
H2		Avenue 368	Avenue 312	55,000,000	10%	90%	49,500,000
I ¹		Visalia	Tulare	-			-
	SR-65	SR-137	SR-198	120,000,000	85%	15%	18,000,000
J	SR-137	Tulare	Lindsay	145,000,000	10%	90%	130,500,000
K1	SR-190	SR 65	Blue Heron Pkwy	103,000,000	25%	75%	77,250,000
K2 ⁴	SR-190	Blue Heron Pkwy	Reservation Road	106,000,000	25%	75%	79,500,000
K3	SR-190	Westwood Rd	SR 65	22,000,000	10%	90%	19,800,000
L	Road 140	Avenue 280	Avenue 256	7,000,000	0%	100%	7,000,000
Total Highway Costs				\$1,334,000,000			\$ 685,700,000
Zone Costs				15,200,000	0%	100%	15,200,000
Total RTIF Costs				\$1,349,200,000			\$ 700,900,000

¹ Project Costs Excluded Because Project no longer exceeds LOS threshold.

² Projects already funded and substantially completed.

³ \$48.2 million of total \$125 million allocated to fee program.

⁴ Total cost is \$206 million, with \$100 million coming from Measure R.

Source: Willdan Financial Services.

Table 4b, below, details the zone costs for the north and south zones.

Table 4b: Zone Projects

Road Segments	Improvement	Cost
North Zone		
Road 56 (Avenue 416 to State Route 201)	Operational Improvements	820,000
Merritt/Road 44 (Traver to Avenue 384)	Operational Improvements	1,080,000
Avenue 384 (State Route 99 to Road 56)	Operational Improvements	1,450,000
Avenue 416 & Road 104	Install traffic signal	190,000
Avenue 384 & Road 56	Install traffic signal	<u>190,000</u>
Total		3,730,000
South Zone		
Road 100 (Visalia limits to Avenue 264 - Liberty)	Operational Improvements	2,810,000
Avenue 264 (State Route 99 to Road 100)	Operational Improvements	360,000
Road 180 (State Route 198 to Avenue 288)	Operational Improvements	420,000
Avenue 288 (Road 180 to Belmont Road - Exe.)	Operational Improvements	420,000
Belmont Road (Avenue 288 to Exeter Limits)	Operational Improvements	210,000
Avenue 240 & Road 140	Install traffic signal	190,000
Avenue 248 & Road 140	Install traffic signal	190,000
Avenue 288 & Road 156	Install traffic signal	380,000
Avenue 296 (Mineral King) & Road 156	Install traffic signal	380,000
Avenue 304 & Road 68	Install traffic signal	190,000
Avenue 328 & Road 108	Install traffic signal	190,000
Avenue 328 & Ben Maddox Way	Install traffic signal	190,000
Avenue 272 & Road 140	Install traffic signal	190,000
Main Street (Porterville Limits to Avenue 112 - TB)	Operational Improvements	1,510,000
Richgrove Drive (State Route 65 to Kern Co.)	Operational Improvements	2,700,000
Avenue 152 & Road 208	Install traffic signal	190,000
Avenue 256 & Road 204 (Spruce Road)	Install traffic signal	190,000
Leggett Street & Date Avenue	Install traffic signal	190,000
Main Street & North Grand Avenue (Orange Belt Driv	Install traffic signal	380,000
State Road & Washington Avenue	Install traffic signal	190,000
Total		11,470,000
Grand Total		15,200,000

Sources: Tulare County Association of Governments, Willdan Financial Services.

4. Cost Allocation and Fee Calculation

This first half of this chapter documents a reasonable relationship between increased travel demand from new development within the County and the share of roadway improvement costs that are associated with the need to accommodate that growth. The second part of this chapter describes the traffic impact mitigation fee calculations.

Impact of Growth on Transportation Facilities

The analysis of how growth impacts transportation facilities that are included in the TIF was accomplished by running the following three scenarios in the TCAG traffic model:

- ♦ Base year (2010) County General Plan land uses;
- ♦ 2040 County General Plan land uses with no improvements to the road network (*2040 Without Improvements* scenario); and
- ♦ 2040 County General Plan land uses with TIF improvements added to the road network (*2040 With Improvements* scenario).

Changes in the performance of roadways between scenarios inform the TIF Program's allocation of costs between new and existing development. The metric of performance used in the TIF is level of service (LOS). LOS data is used from the model runs to allocate the total cost of each project to the TIF program.

LOS is calculated based on the volume of traffic on a roadway or at an intersection compared to the capacity of the roadway or intersection. LOS "A," "B," and "C" suggest that delays are insignificant to acceptable. LOS "D" suggests tolerable delays although traffic is significant and some short-term back-ups occur. LOS "E" and "F" suggest restricted speeds and significant delays as traffic volumes meet or exceed the capacity of the facility.

Existing Deficiencies

Existing roadways and intersections that do not meet County LOS standards are considered existing deficiencies. All projects included in this study are not currently deficient, and will become deficient in the future due to trip growth from new development, unless traffic improvements are constructed to mitigate new development's impacts.

For each project included in the TIF, **Table 5** documents existing LOS and future LOS with no TIF projects, and future LOS with TIF projects. Without the TIF projects included in the fee, these segments would ultimately have an unacceptable LOS. Project costs with no existing deficiencies can be allocated 100% to new development after accounting for alternative funding sources. Projects that are either new roadways or new extensions have no existing level of service deficiencies and no deficiency share is allocated to existing development.

Table 5: Level of Service

ID	Route	From	To	Base Year		2040	
				ADT	LOS	ADT	LOS
A	SR-99	County Line	SR-190	45,000	B	61,000	D
B	SR-99	SR-190	Avenue 200	55,000	C	76,000	F
C	SR-99	Avenue 200	Prosperity	56,000	C	78,000	F
D	SR-99	Prosperity	Caldwell	56,000	C	87,000	F
E	SR-99	Caldwell	Goshen	56,000	C	81,000	F
F	SR-99	Aux lanes					
G1	SR-198	SR-99	Akers	56,000	C	70,000	E
G2	SR-198	Akers	SR 63	64,000	D	83,000	F
G3	SR-198	SR 63	Lovers Lane	65,000	D	89,000	F
G4	SR-198	Lovers Ln	Rd 156	32,000	A	48,000	B
H1	SR-63 ¹	Avenue 402	Avenue 368	9,600	B	15,000	F
H2	SR-63	Avenue 368	Avenue 312	7,600	A	12,000	D
I	SR-63	Visalia	Tulare	29,500	C	27,000	B
	SR-65	SR-137	SR-198	9,500	B	12,237	D
J	SR-137	Tulare	Lindsay	11,100	C	47,000	F
K1	SR-190	SR 65	Blue Heron Pkwy	25,100	A	38,000	E
K2	SR-190	Blue Heron Pkwy	Reservation Road	11,200	C	19,000	F
K3	SR-190	Westwood Rd	SR 65	5,800	A	20,000	F
L	Road 140	Avenue 280	Avenue 256	8,200	A	22,000	F

Notes: ADT = Average Daily Trips; LOS = Level of Service

Source: KHA.

Select Link Analysis

Select link runs of the travel demand model were conducted for each of the projects included in the TIF. A select link analysis identifies where the traffic that will be using each roadway improvement is coming from and going to. With this information, the fair share of the cost of the improvement can be allocated to new development in each of the two fee zones identified earlier in this report, and these proportional costs included in the impact fee calculated for each zone.

For fee assignment purposes, there are four categories of trips identified through each select link process:

1. Trips that both start and end in Tulare County;
2. Trips that have an origin in Tulare County, and a destination outside the County;
3. Trips that have an origin outside the Tulare County, and a destination in the County;
4. Trips that have neither an origin nor a destination in Tulare County, but are using a County roadway to pass through the County.

Trip types that fall into Category 4 are “external” trips, and are not subject to the fee program. Although these through trips take up capacity on the roadway and thereby contribute to the need for the improvement, local development cannot be held responsible for the impact of external traffic on the transportation system. The proportion of external trips on the selected link is applied

to the cost of the improvement, and that portion of the improvement cost is not included in the impact fee program. The portion of the improvements that cannot be funded by local development must be to be covered with other local, state, and federal funding sources.

Table 6 details the allocation between the North and South zones based on the select link analysis.

Table 6: Select Link Allocation

ID	Route	From	To	Net TIF Cost	North Zone	South Zone
A	SR-99	County Line	SR-190	\$ 68,400,000	-	68,400,000
B		SR-190	Avenue 200	29,200,000	468,000	28,732,000
C		Avenue 200	Prosperity	15,200,000	472,000	14,728,000
D		Prosperity	Caldwell	-	-	-
E		Caldwell	Goshen	-	-	-
F		Aux lanes		50,050,000	4,995,900	45,054,100
G	SR-198	SR-99	Akers	108,900,000	10,971,000	97,929,000
H1	SR-63	Avenue 402	Avenue 368	32,400,000	15,858,000	16,542,000
H2		Avenue 368	Avenue 312	49,500,000	24,039,000	25,461,000
I	SR-63	Visalia	Tulare	-	-	-
	SR-65	SR-137	SR-198	18,000,000	1,797,149	16,202,851
J	SR-137	Tulare	Lindsay	130,500,000	6,138,000	124,362,000
K1	SR-190	SR 65	Blue Heron Pkwy	77,250,000	309,000	76,941,000
K2	SR-190	Blue Heron Pkwy	Reservation Road	79,500,000	-	79,500,000
K3	SR-190	Westwood Rd	SR 65	19,800,000	79,200	19,720,800
L	Road 140	Avenue 280	Avenue 256	\$ 7,000,000	-	7,000,000
Total Highway Costs				\$685,700,000	65,127,249	620,572,751
Zone Costs				15,200,000	3,730,000	11,470,000
Total RTIF Costs				\$700,900,000	68,857,249	632,042,751

Source: Willdan Financial Services.

All other trip types with an origin, destination or both in Tulare County are subject to the fee program as these trips are related to future development in the County. **Appendix A** contains the select link analysis detail.

Fee per Trip Demand Unit

Every impact fee consists of a dollar amount, or the cost of projects that can be funded by a fee, divided by a measure of development. In the case of the TIF, all fees are first calculated as a cost per trip demand unit. Then these amounts are translated into housing unit (\$/unit) and employment space (\$/1,000 square feet) by multiplying the cost per trip by the trip generation rate for each land use category. These amounts become the fee schedule.

Table 7 calculates the cost per trip for Zones 1 and 2. Cost per trip is calculated by dividing the total project costs allocated to each zone from the select link analysis, by the total trip growth in that zone.

Table 7: Cost per Trip

	North Zone	South Zone	Countywide
Net Costs	\$ 68,857,249	\$ 632,042,751	\$ 700,900,000
Trip Growth	180,997	1,631,840	1,812,836
Cost Per Trip	\$ 380	\$ 387	\$ 387

Sources: Kimley Horn; Willdan Financial Services.

Based on the cost per trip calculated above, **Table 7** shows the Traffic Impact Fee schedule, by land use. The fee for a given land use is calculated by multiplying the cost per trip by the trip demand factor for that land use from **Table 1**.

Table 8: Transportation Impact Fee Schedule

Land Use	A	B	C = A x B		D = C x 0.02	E = C + D	E / 1,000
	Cost Per Trip	Trip Rate Assumption	Base Fee ¹	Admin Charge ^{1, 2}	Total Fee ¹	Fee per Sq. Ft.	
North Zone							
<u>Residential</u>							
Single Family	\$ 380	9.57	\$ 3,637	\$ 73	\$ 3,710		
Multi-family	380	6.65	2,527	51	2,578		
<u>Nonresidential</u>							
Commercial	\$ 380	42.94	\$ 16,317	\$ 326	\$ 16,643	\$ 16.64	
Office	380	11.01	4,184	84	4,268	4.27	
Industrial	380	6.97	2,649	53	2,702	2.70	
South Zone							
<u>Residential</u>							
Single Family	\$ 387	9.57	\$ 3,704	\$ 74	\$ 3,778		
Multi-family	387	6.65	2,574	51	2,625		
<u>Nonresidential</u>							
Commercial	\$ 387	42.94	\$ 16,618	\$ 332	\$ 16,950	\$ 16.95	
Office	387	11.01	4,261	85	4,346	4.35	
Industrial	387	6.97	2,697	54	2,751	2.75	
Combined Zone							
<u>Residential</u>							
Single Family	\$ 387	9.57	\$ 3,704	\$ 74	\$ 3,778		
Multi-family	387	6.65	2,574	51	2,625		
<u>Nonresidential</u>							
Commercial	\$ 387	42.94	\$ 16,618	\$ 332	\$ 16,950	\$ 16.95	
Office	387	11.01	4,261	85	4,346	4.35	
Industrial	387	6.97	2,697	54	2,751	2.75	

¹ Persons per dwelling unit or per 1,000 square feet of nonresidential.

² Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 1 and 5; Willdan Financial Services.

An administrative charge of two percent of the total impact fee is also calculated in Table 6. The administrative charge funds costs that include: (1) a standard overhead charge applied to County programs for legal, accounting, and other departmental and countywide or citywide administrative

support, (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses. Revenue from the administrative charge should be tracked and compared against actual costs. Adjustments in the percentage collected for the administrative component should be made if warranted.

5. Implementation

This chapter provides guidance on major TIF Program implementation actions that Tulare County may wish to take. The guidance provided in this study is not a substitute for legal advice and County and City staff will want to consult with its legal counsel regarding final decisions on how to comply with the *Mitigation Fee Act (Act)*.

TIF Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the Board of Supervisors and City Council to follow certain procedures, including ensuring availability of support documents and a public hearing.

Subject to the advice of legal counsel, the Board of Supervisors and City Council should make a finding that adoption of the proposed fees is consistent with both agency processes and with California Government Code Sections 66016 through 66019 (sections of the Code which codified the *Mitigation Fee Act* and establish requirements for the impact fee implementation process.) The County should:

- ♦ At least 10 days prior, publish notice of a public hearing on the proposed impact fee.
- ♦ At least 14 days prior, send a notice of a public hearing to any party that has submitted a written request for such a notice.
- ♦ At least 10 days prior to the hearing, make this report and all supporting documentation such as transportation planning and finance documents available for review by the public.
- ♦ Hold the public hearing to consider a resolution adopting the TIF.
- ♦ Adopt a resolution establishing the TIF fee schedule.

Reporting Requirements

The County of Tulare should comply with the annual and five-year reporting requirements of the *Act*. Reports should document fees collected, expended, and programmed, along with current fee account balances.

Fee Collection and Expenditure

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types used in this analysis are:

- ♦ **Single family:** Detached one-family dwelling units.
- ♦ **Multi-family:** All attached multi-family dwellings such as apartments and condominiums, plus mobile homes, duplexes, and dormitories.
- ♦ **Commercial:** All commercial development including retail, hotel, motel.
- ♦ **Office:** All general, professional, and medical office development.

- ♦ **Industrial:** All manufacturing, warehouse, agricultural and vehicle and freight terminal development.

Some developments may include more than one land use type, such as apartments over ground floor retail or a planned unit development with both single and multi-family uses. In these cases the TIF would be calculated separately for each land use type.

The County of Tulare should have the discretion to impose the TIF based on the specific aspects of a proposed development regardless of zoning. The guideline to use is the daily trip generation, adjusted for trip length and pass-through rates. The fee imposed should be based on the land use type that most closely represents the trip generation of the development.

Pursuant to *California Government Code* section 66007 (b), fees will be collected at the time of the issuance of a building permit or certificate of occupancy.

Renovations and Changes in Use

Impact fees should be charged to new development projects that increase the demand for transportation facilities. Accordingly, impact fees would generally not be charged for building renovations, unless new dwelling units or new nonresidential space is created.

If a renovation is associated with a change in use that results in increased trip demand factor, the difference between the fees that would have been charged for the prior use and the new use may be charged. For example, if commercial space is renovated and converted to offices, the County may charge the difference between the office impact fees and the commercial impact fees.

Inflation Adjustment

This impact fee program should be kept up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of needed facilities. There are no inflation indices that are specific to Tulare County. We recommend that the Engineering News Record's national Building Cost Index (BCI) be used to estimate the change in construction costs. While there is a BCI calculated for nearby San Francisco, use of the national BCI is recommended because it is not as susceptible to wide variations as the local index.

While fee updates using inflation indexes are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of transportation improvements, TCAG will also need to conduct more extensive updates of the fee documentation and calculation when significant new data on growth projections and/or improvement project plans become available.

6. Mitigation Fee Act Findings

Development impact fees are one-time fees typically imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees, the State Legislature adopted the *Mitigation Fee Act (Act)* with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act*, contained in *California Government Code* sections 66000 through 66025, establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five findings when adopting a fee.

Sample text that may be used for the five statutory findings required for adoption of the impact fee is presented in this chapter and supported in detail by Chapters 2 and 3 of this report. All statutory references below are to the *Act*. The County should consult with its legal counsel for final drafting of these findings.

Purpose of Fee

For the first finding the County must:

Identify the purpose of the fee. (§66001(a)(1))

The purpose of this fee is to ensure that new development will contribute toward the cost of transportation facility improvements necessary to accommodate the types and quantities of growth identified by the County's General Plan. Section TC-1.4 of the County's General Plan states: "The County shall work to enhance funding available for transportation projects. This includes... transportation impact fees to pay for appropriate construction, enhancement, and maintenance of transportation facilities." The fee advances a legitimate public interest by enabling the County to fund improvements to its transportation infrastructure required to accommodate new development.

Use of Fee Revenues

For the second finding the County must:

Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged. (§66001(a)(2))

The TIF will fund a portion of approximately \$446 million of transportation facility projects. These projects are identified in Table 4 of this document. Additional funding from other sources is required to fully fund these improvements.

Costs for planned transportation improvements are preliminarily identified in this report. Costs funded by the TIF may include fee collection and accounting, project administration and management, design and engineering, right-of-way acquisition, and construction. Fee revenues will be used for the sole purpose of expanding capacity in the countywide transportation system

to accommodate new development. The share of project costs representing external, inter-regional trips will be funded with non-fee revenues from other sources. The TIF will not be used for the purpose of correcting existing deficiencies in the transportation system.

Benefit Relationship

For the third finding the County must:

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. (§66001(a)(3))

The County will restrict fee revenues to capital projects that expand capacity to serve new development. Improvements funded by the TIF will provide the additional residents and workers from new development in the County with the transportation infrastructure required to meet the County's level of service roadway standards.

These capital improvements are required to maintain acceptable levels of service as additional traffic volume accompanies development. The planned projects identified in this report will expand the capacity of the region's transportation system to accommodate the increased trips generated by new development. Thus, there is a reasonable relationship between the use of fee revenues and the residential and nonresidential types of new development that will pay the fee.

Burden Relationship

For the fourth finding the County must:

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. (§66001(a)(4))

New dwelling units and building square footage are indicators of the demand for transportation improvements needed to accommodate growth. As additional dwelling units and building square footage are constructed, the occupants of these structures generate additional demand on the countywide transportation system.

The need for the TIF is based on projections of growth that show an increase in trip generation and a decrease in level of service primarily as a result of new development. The estimated impacts from new development are based on trip demand factors that vary by land use category, providing a reasonable relationship between the type of development and the need for improvements.

Proportionality

For the fifth finding the local agencies must:

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. (§66001(b))

This reasonable relationship between the TIF imposed on a specific development project and the cost of the facilities attributable to that project is based on the estimated vehicle trip demand that the project will add to the County's transportation system. The total fee for a specific residential

development is based on the number and type of new dwelling units multiplied the trip demand factor, which is based on the trip generation rate for the applicable residential land use category.

The fee for a specific nonresidential development is based in a similar manner on the amount of building square footage by land use category. Larger projects generate more vehicle trips and pay a higher fee than smaller projects of the same land use category. Thus, the fee schedule ensures a reasonable relationship between the TIF for a specific development project and the cost of the regional transportation improvements attributable to the project.

Appendix A – TIF Re-evaluation Triggers

The attached memo summarizes the events that would trigger a recalculation/re evaluation of the TIF fees.



TULARE COUNTY TRAFFIC IMPACT FEE STUDY TECHNICAL ADVISORY COMMITTEE

Consensus Efforts (This is an incomplete draft and not a recommendation for presentation or Board consideration) Updated May 18, 2012

The following is a compilation of key items that tend to have overall agreement. As progress is made, the list will be adjusted.

Overall

1. The TAC should be a part of the recommendation process to the TCAG Board when the TIF gets to stage of formal review and consideration.
2. The Traffic Study represents the “Ceiling” of projects and not a recommendation.
3. The Traffic Study should more clearly explain the model and at a minimum reference model documentation.
4. Given the revised costs, the potential/projected 20 year TIF fees are too high and not likely to be financially feasible.

TIF Fee triggers for fee re-evaluation (or traffic analysis review)

1. Any time significant funding is received for a regional project not assumed in the TIF calculation.
 - a. Example: More funding received for SR-99 that reduces the 20% TIF share
 - b. Example: Federal funding is received for a state highway
2. When the cumulative amount of new funding exceeds _____ not assumed in the TIF calculation.
 - a. Example: 10 signals receive safety funding.
 - b. Example: Small amount of funding is received on four regional projects
3. When significant change to the construction cost index occurs (This has not been discussed but implied)
 - a. When the economic down turn happened a few years ago, the cost of construction significantly decreased
 - b. When the natural disaster Katrina occurred a number of years ago, key construction materials significantly increased such as steel and PCC
4. TCAG major model update (This occurs approximately every 5 years)
5. Major revision to a member agency Circulation Element (This has not been discussed but implied)
6. Not a trigger per se, but for TIF purposes new project funding should be assumed in place if:
 - a. The new funding is programmed in the four year FTIP
 - b. The new funding is programmed into the five year STIP
 - c. The new funding is amended into the Measure R Expenditure plan

Appendix B – Comparable Fee Programs

The following tables detail a survey of the fees charged by comparable jurisdictions.

**Table B-1
Comparable County and Regional Fees**

Jurisdiction	TCAG RTIF (06/13)		Fresno	Kings	Kern	San Joaquin TIMF+RTIF		Madera County		Merced County	Yuba County
	Low	High				Low	High	Low	High		
Fee per Single Family Unit	\$1,421	\$2,840	\$1,727	\$0	\$0	\$3,894	\$4,570	\$4,136	\$9,091	\$1,375	\$2,756
Fee per SF of Retail/Commercial	3.39	6.04	1.96	0	0	6.86	8.57	3.15	6.92	1.23	12.65
Fee per SF of Office/Commercial	1.74	3.10	1.23	0	0	4.28	4.93	1.28	2.82	0.00	6.33
Fee per SF of Industrial	1.10	1.96	0.49	0	0	2.59	3.01	0.86	1.89	0.62	2.53

Willdan Financial Services, 2013

**Table B-2
City Fees**

Fee Type	Visalia	Fresno		Bakersfield		Modesto		Hanford	Delano	Wasco	Clovis	
		Low	High	Low	High	Low	High				Low	High
Fee per Single Family Unit	\$4,592	\$697	\$2,263	\$7,747	\$12,870	\$14,066	\$14,066	\$1,734	\$1,632	\$724	\$423	\$4,773
Fee per SF of Retail/Commercial	11.33	1.86	6.46	2.02	3.35	6.89	10.30	7.38	7.32	3.25	0.40	5.46
Fee per SF of Office/Commercial	5.07	1.42	4.61	0.95	1.00	6.74	13.20	1.52	1.88	0.83	0.40	5.46
Fee per SF of Industrial	1.59	0.21	0.68	0.78	7.99	1.95	2.64	0.99	1.19	0.53	0.25	3.41

Willdan Financial Services, 2013

**Table B-3
Combined Fees**

Fee Type	Visalia	Modesto		Fresno		Bakersfield	
		Low	High	Low	High	Low	High
Fee per Single Family Unit	\$7,432	\$18,074	\$18,074	\$2,424	\$3,990	\$7,747	\$12,870
Fee per SF of Retail/Commercial	17.37	8.73	12.14	3.82	8.42	2.02	3.35
Fee per SF of Office/Commercial	8.17	9.97	16.43	2.65	5.84	0.95	1.00
Fee per SF of Industrial	3.54	3.42	4.11	0.70	1.17	0.78	7.99

Willdan Financial Services, 2013

Appendix C – Traffic Modeling Analysis

This appendix includes traffic modeling analysis prepared by Kimley-Horn and Associates.

Model Outputs and LOS Calculations

ID	Roadway Segment	Between (From / To)	2009 Count			2010 Model on 2010 Network - Unadjusted			2040 Model on 2040 Network - Unadjusted			2040 Output Analyzed Using 2010 Network - Unadjusted (2)			2040 Output Analyzed Using 2010 Network - Difference Method (2)		
			Daily	Facility-Lanes For Analysis	LOS (1)	Daily	Facility-Lanes For Analysis	LOS (1)	Daily	Facility-Lanes For Analysis	LOS (1)	2040 Volume	Facility-Lanes For Analysis	LOS (1)	2040 Volume	Facility-Lanes For Analysis	LOS (1)
A	SR-99	County Line to SR-190	45,000	F4	B	46,344	F4	B	61,994	F4	D	61,994	F4	D	60,649	F4	D
B	SR-99	SR-190 to Avenue 200	55,000	F4	C	54,821	F4	C	75,765	F4	F	75,765	F4	F	75,945	F4	F
C	SR-99	Avenue 200 to Prosperity	56,000	F4	C	58,788	F4	C	80,693	F6	C	80,693	F4	F	77,906	F4	F
D	SR-99	Prosperity to Caldwell	56,000	F4	C	52,356	F4	B	83,769	F6	C	83,769	F4	F	87,413	F4	F
E	SR-99	Caldwell to Goshen	56,000	F4	C	48,327	F4	B	72,827	F6	B	72,827	F4	E	80,500	F4	F
F		Aux lanes															
G1	SR-198	SR 99 to Akers	56,000	F4	C	18,900	F4	A	32,891	F4	A	32,891	F4	A	69,992	F4	E
G2	SR-198	Akers to SR 63	64,000	F4	D	21,760	F4	A	40,990	F4	A	40,990	F4	A	83,230	F4	F
G3	SR-198	SR 63 to Lovers Lane	65,000	F4	D	38,251	F4	A	61,847	F4	D	61,847	F4	D	88,596	F4	F
G4	SR-198	Lovers Ln to Rd 156	32,000	F4	A	34,876	F4	A	50,479	F4	B	50,479	F4	B	47,603	F4	B
H1	SR-63	Avenue 402 to Avenue 368	9,600	C2	B	20,872	C2	F	26,617	C2	F	26,617	C2	F	15,345	C2	F
H2	SR-63	Avenue 368 to Avenue 312	7,600	C2	A	23,161	C2	F	27,732	C2	F	27,732	C2	F	12,171	C2	D
I	SR-63	Visalia to Tulare	29,500	A4	C	38,189	A4	E	36,096	A4	E	36,096	A4	E	27,408	A4	B
	SR-65	SR 137 to SR 198	9,500	C2	B	5,513	C2	A	8,250	C2	A	8,250	C2	A	12,237	C2	D
J	SR-137	Tulare to Lindsay	11,100	C2	C	24,226	C2	F	60,460	C2	F	60,460	C2	F	47,334	C2	F
K1	SR-190	SR 65 to Hillcrest St	25,100	A4	B	16,979	A4	A	29,668	F6	A	29,668	A4	C	37,790	A4	E
K2	SR-190	Blue Heron Pkwy to Reservation Rd	11,200	C2	C	10,938	C2	C	19,125	C2	F	19,125	C2	F	19,387	C2	F
K3	SR-190	Westwood Rd to SR 65	5,800	C2	A	7,683	C2	A	21,413	C2	F	21,413	C2	F	19,530	C2	F
L	Road 140	Avenue 280 to Avenue 256	8,200	C2	A	26,365	C2	F	39,813	C2	F	39,813	C2	F	21,648	C2	F

(1) Based on thresholds in TCAG 2012 TIF Report

(2) Analysis completed using 2040 volumes generated on 2040 network

Although model coded as Freeway, because of at-grade intersections analyzed as Arterial

Select Link Analysis for Daily Model Outputs

ID	Roadway Segment	Between (From / To)	2009 Count (1)			2010 Model on 2010 Network - Unadjusted			2040 Output Analyzed Using 2010 Network - Unadjusted (2)			2010 to 2040 Volume Delta	PM Peak Hour Model Output			Daily Model Output (Excludes E-E Trips)					2010 to 2040 Daily Traffic Characteristics				
			Daily	Model Type/Ln	LOS (1)	Daily	Model Type/Ln	LOS (1)	Volume	Model Type/Ln	LOS (1)		2010	2040	Delta	2010	2040	Delta	North TIF District	South TIF District	North TIF District	South TIF District	TCAG (at least one trip end)	E-E	
A	SR-99	County Line to SR-190	45,000	1-2	B	46,344	1-2	B	61,994	1-2	D	15,649	4,311	5,597	1,286	13,930	23,783	9,853	33	9,819	0.3%	99.7%	63%	37%	
B	SR-99	SR-190 to Avenue 200	55,000	1-2	C	54,821	1-2	C	75,765	1-2	F	20,945	4,928	6,806	1,878	23,884	38,710	14,826	286	14,539	1.9%	98.1%	71%	29%	
C	SR-99	Avenue 200 to Prosperity	56,000	1-2	C	58,788	1-2	C	80,693	1-3	F	21,906	5,214	6,972	1,758	28,521	44,666	16,145	424	15,721	2.6%	97.4%	74%	26%	
D	SR-99	Prosperity to Caldwell	56,000	1-2	C	52,356	1-2	B	83,769	1-3	F	31,413	4,999	7,921	2,922	25,177	52,049	26,872	2,575	24,298	9.6%	90.4%	86%	14%	
E	SR-99	Caldwell to Goshen	56,000	1-2	C	48,327	1-2	B	72,827	1-3	F	24,500	4,738	7,161	2,423	22,368	41,938	19,570	1,990	17,580	10.2%	89.8%	80%	20%	
F		Aux lanes																							
G1	SR-198	SR 99 to Akers	56,000	1-2	C	18,900	1-2	A	32,891	1-2	E	13,992	2,083	3,632	1,549	21,716	37,843	16,127	2,322	13,805	14.4%	85.6%	115%	-15%	
G2	SR-198	Akers to SR 63	64,000	1-2	D	21,760	1-2	A	40,990	1-2	F	19,230	2,328	4,415	2,086	24,606	45,968	21,362	2,342	19,020	11.0%	89.0%	111%	-11%	
G3	SR-198	SR 63 to Lovers Lane	65,000	1-2	D	38,251	1-2	A	61,847	1-2	F	23,596	4,036	6,178	2,143	45,214	69,949	24,735	1,614	23,121	6.5%	93.5%	105%	-5%	
G4	SR-198	Lovers Ln to Rd 156	32,000	1-2	A	34,876	1-2	A	50,479	1-2	B	15,603	3,971	6,759	2,788	44,111	59,088	14,977	-188	15,165	-1.3%	101.3%	96%	4%	
H1	SR-63	Avenue 384 to Avenue 368	9,600	2-2	B	20,872	2-2	F	26,617	2-2	F	5,745	3,346	4,266	920	37,883	48,341	10,457	5,100	5,357	48.8%	51.2%	182%	-82%	
H2	SR-63	Avenue 368 to Avenue 312	7,600	2-2	A	23,161	2-2	F	27,732	2-2	D	4,571	3,617	4,336	719	40,891	49,080	8,189	3,934	4,255	48.0%	52.0%	179%	-79%	
I	SR-63	Visalia to Tulare	22,400	2-4	C	38,189	2-4	E	36,096	2-4	B	-2,092	3,330	3,160	-169	38,476	36,320	-2,156	-140	-2,016	6.5%	93.5%	103%	-3%	
J	SR-137	Tulare to Lindsay	11,100	2-2	C	24,226	2-2	F	60,460	3-4	F	36,234	2,200	5,365	3,165	24,509	61,066	36,558	1,548	35,010	4.2%	95.8%	101%	-1%	
K1	SR-190	SR 65 to Hillcrest St	25,100	1-2	B	16,979	1-2	A	29,668	1-3	E	12,690	1,586	3,312	1,725	17,076	29,740	12,664	68	12,596	0.5%	99.5%	100%	0%	
K2	SR-190	Hillcrest St to Reservation Rd	11,200	2-2	C	10,938	2-2	C	19,125	2-2	F	8,187	990	1,656	666	11,003	19,191	8,188	1	8,187	0.0%	100.0%	100%	0%	
K3	SR-190	Westwood Rd to SR 65	5,800	2-2	A	7,683	2-2	A	21,413	3-4	F	13,730	680	1,700	1,020	7,688	21,283	13,595	21	13,574	0.2%	99.8%	99%	1%	
L	Road 140	Avenue 280 to Avenue 256	8,200	2-2	A	26,365	2-2	F	39,813	2-2	F	13,448	2,512	3,280	768	27,992	41,098	13,106	-348	13,454	-2.7%	102.7%	97%	3%	
<p>(1) TCAG 2012 TIF Report</p> <p>(2) Analysis completed using 2040 volumes generated on 2040 network</p> <p>(3) Project costs for K2 include those related to K1</p> <p>(4) Unless noted the project is needed prior to 2040</p> <p>2040 LOS E or worse - potential additional Select Zone Analysis (if requested)</p> <p>2040 LOS D or better - not anticipated to require additional Select Zone Analysis</p> <p>Project calculations not valid given traffic reduction between 2010 and 2040</p>																									

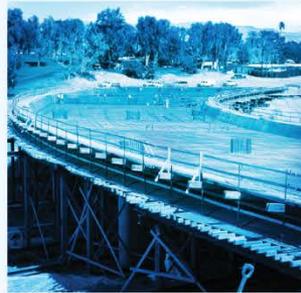
Select Link Analysis for PM Peak Hour Output

ID	Segment	PM Peak Hour Model Output (Excludes E-E Trips)					2010 to 2040 PM Peak Hour Traffic Characteristics			
		2010	2040	Delta	North TIF District	South TIF District	North TIF District	South TIF District	TCAG (at least one trip end)	E-E
A	SR-99	1,384	2,305	921	-4	925	-0.5%	100.5%	72%	28%
B	SR-99	2,115	3,501	1,386	22	1,364	1.6%	98.4%	74%	26%
C	SR-99	2,405	3,672	1,267	40	1,228	3.1%	96.9%	72%	28%
D	SR-99	2,228	4,605	2,378	252	2,125	10.6%	89.4%	81%	19%
E	SR-99	2,041	3,886	1,845	226	1,619	12.3%	87.7%	76%	24%
F										
G1	SR-198	2,080	3,632	1,552	225	1,327	14.5%	85.5%	100%	0%
G2	SR-198	2,327	4,415	2,088	228	1,860	10.9%	89.1%	100%	0%
G3	SR-198	4,032	6,151	2,119	127	1,991	6.0%	94.0%	99%	1%
G4	SR-198	3,968	6,732	2,764	-28	1,349	-1.0%	48.8%	99%	1%
H1	SR-63	3,255	4,147	893	437	455	49.0%	51.0%	97%	3%
H2	SR-63	3,526	4,218	692	336	355	48.6%	51.4%	96%	4%
I	SR-63	3,330	3,160	-169	-10	-159	5.9%	94.1%	100%	0%
J	SR-137	2,153	5,259	3,106	146	2,960	4.7%	95.3%	98%	2%
K1	SR-190	1,586	3,312	1,725	7	1,109	0.4%	64.3%	100%	0%
K2	SR-190	990	1,656	666	0	666	0.0%	100.0%	100%	0%
K3	SR-190	680	1,656	976	4	1,231	0.4%	126.1%	96%	4%
L	Road 140	2,512	3,280	768	-64	833	-8.4%	108.4%	100%	0%

Tulare County Regional Transportation Impact Fee

Update: August 24, 2015

Woodlake
City Council



Overview of RTIF

- Fee to mitigate traffic impacts of future development
- Without development, no need for fee
- Without fee, burden of new development's impact falls on existing residents in one of two ways:
 - Increased traffic congestion
 - Cost of needed improvements drawn from elsewhere

Discussion Overview

- Reducing TIF to a more competitive level
- Fair application of TIF between cities with regional projects and cities without
- Return to source option for complete streets projects
- Key Corridors

Reducing TIF

Land Use	A	B	C = A x B		D = C x 0.02	E = C + D		E / 1,000	
	Cost Per Trip	Trip Rate Assumption	Base Fee ¹	Admin Charge ^{1, 2}	Total Fee ¹	Fee per Sq. Ft.	50 Percent	25 of 50 Percent	
North Zone									
<i>Residential</i>									
Single Family	\$ 373	9.57	\$ 3,570	\$ 71	\$ 3,641		\$ 1,821	\$ 455	
Multi-family	373	6.65	2,480	50	2,530		1,265	316	
<i>Nonresidential</i>									
Commercial	\$ 373	42.94	\$ 16,017	\$ 320	\$ 16,337	\$ 16.34	\$ 8.17	\$ 2.04	
Office	373	11.01	4,107	82	4,189	4.19	2.10	0.52	
Industrial	373	6.97	2,600	52	2,652	2.65	1.33	0.33	
South Zone									
<i>Residential</i>									
Single Family	\$ 388	9.57	\$ 3,713	\$ 74	\$ 3,787		\$ 1,894	\$ 473	
Multi-family	388	6.65	2,580	52	2,632		1,316	329	
<i>Nonresidential</i>									
Commercial	\$ 388	42.94	\$ 16,661	\$ 333	\$ 16,994	\$ 16.99	\$ 8.50	\$ 2.12	
Office	388	11.01	4,272	85	4,357	4.36	2.18	0.55	
Industrial	388	6.97	2,704	54	2,758	2.76	1.38	0.35	
Combined Zone									
<i>Residential</i>									
Single Family	\$ 387	9.57	\$ 3,704	\$ 74	\$ 3,778		\$ 1,889	\$ 472	
Multi-family	387	6.65	2,574	51	2,625		1,313	328	
<i>Nonresidential</i>									
Commercial	\$ 387	42.94	\$ 16,618	\$ 332	\$ 16,950	\$ 16.95	\$ 8.48	\$ 2.12	
Office	387	11.01	4,261	85	4,346	4.35	2.18	0.54	
Industrial	387	6.97	2,697	54	2,751	2.75	1.38	0.34	

Examples

- Single Family Residential Unit = \$1,889
- Multi-Family Residential Unit = \$1,265
- 25,000 sq ft Commercial building = \$212,000
- 200,000 sq ft Industrial building = \$276,000

Cities without Regional Projects

- Reduce the fee for cities without regional projects to 25% of the new fee (25% of 50% of the total fee...)

Examples:

- Single Family Residential Unit = \$472
- Multi-Family Residential Unit = \$316
- 25,000 sq ft Commercial building = \$53,000
- 200,000 sq ft Industrial building = \$69,000

Return to Source

- Agencies may add a 10% return to source fee for complete streets and/or projected minor projects
- A study would need to be completed to justify the fee
- This type of funding would be helpful in providing matching money for state and federal programs

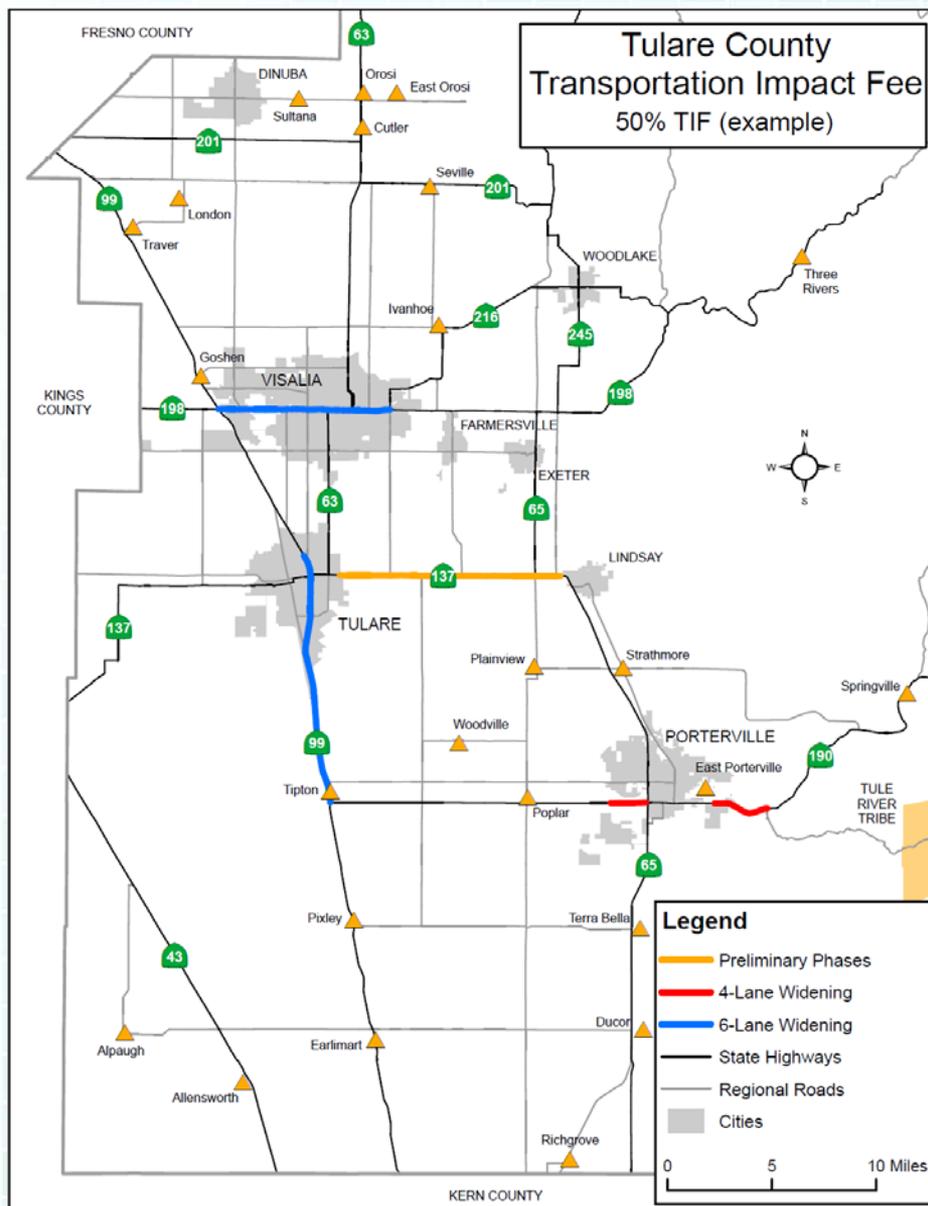
Key Corridors

- SR-99
- SR-198
- SR-190
- SR-137

Project List

Example project list with 50% TIF and Key Corridors

Route	From	To	Total Cost	Fed/State	RTIF	TIF Cost	New TIF Cost
SR-99	County Line	SR-190	\$342,000,000	80%	20%	\$68,400,000	
	SR-190	Avenue 200	\$146,000,000	80%	20%	\$29,200,000	\$ 29,200,000
	Avenue 200	Prosperity	\$76,000,000	80%	20%	\$15,200,000	\$ 15,200,000
	Aux Lanes		\$55,000,000	9%	91%	\$50,050,000	\$ 50,050,000
SR-198	SR-99	Akers	\$45,000,000	10%	90%	\$40,500,000	\$ 40,500,000
	Akers	SR-63	\$30,000,000	10%	90%	\$27,000,000	\$ 27,000,000
	SR-63	Lovers Ln	\$46,000,000	10%	90%	\$41,400,000	\$ 41,400,000
SR-63	Avenue 402	Avenue 368	\$36,000,000	10%	90%	\$32,400,000	
	Avenue 368	Avenue 314	\$55,000,000	10%	90%	\$49,500,000	
SR-65	SR-137	SR-198	\$120,000,000	85%	15%	\$18,000,000	
SR-137	Tulare	Lindsay	\$145,000,000	10%	90%	\$130,500,000	\$ 24,000,000
SR-190	SR-65	Blue Heron Pkwy	\$103,000,000	25%	75%	\$77,250,000	
	Blue Heron Pkwy	Reservation Rd	\$106,000,000	25%	75%	\$79,500,000	\$ 79,500,000
	Westwood Rd	SR-65	\$22,000,000	10%	90%	\$19,800,000	\$ 19,800,000
Road 140	Avenue 280	Avenue 256	\$7,000,000	0%	100%	\$7,000,000	
			\$1,334,000,000			\$685,700,000	\$326,650,000
						50% goal:	\$342,850,000
						difference:	\$16,200,000



Next Steps

- Cities and County consider **concept** in August

Questions
Comments
Discussion

Re-evaluation Triggers

TIF Fee triggers for fee re-evaluation (or traffic analysis review)

1. Any time significant funding is received for a regional project not assumed in the TIF calculation.
 - a. Example: More funding received for SR-99 that reduces the 20% TIF share
 - b. Example: Federal funding is received for a state highway
2. When the cumulative amount of new funding exceeds _____ not assumed in the TIF calculation.
 - a. Example: 10 signals receive safety funding.
 - b. Example: Small amount of funding is received on four regional projects
3. When significant change to the construction cost index occurs (This has not been discussed but implied)
 - a. When the economic down turn happened a few years ago, the cost of construction significantly decreased
 - b. When the natural disaster Katrina occurred a number of years ago, key construction materials significantly increased such as steel and PCC
4. TCAG major model update (This occurs approximately every 5 years)
5. Major revision to a member agency Circulation Element (This has not been discussed but implied)
6. Not a trigger per se, but for TIF purposes new project funding should be assumed in place if:
 - a. The new funding is programmed in the four year FTIP
 - b. The new funding is programmed into the five year STIP
 - c. The new funding is amended into the Measure R Expenditure plan

City of Woodlake

AGENDA ITEM V-B

August 24, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Authorize the Execution and Delivery of Certificates of Participation to Finance Water System Improvements and Approving Related Documents and Actions

BACKGROUND:

On February, 9 2015, the City Council of the City of Woodlake authorized staff to go out for bid for the Water Meter Project Design and Engineering. The City has received a commitment from USDA to provide funding to install water meters in Woodlake and Wells Tract. The City currently has no operational water meter system and all water users are being charged fixed rates for their water service. Once installed, the meters will be used to determine usage and the City will charge users based on their water usage.

DISCUSSION:

As part of the next steps for the Water Meter Project, the City, working together with the Woodlake Public Financing Authority, need to authorize the financing related to the City's Water Meter Project. The attached documents and resolutions provide information and grant the City the authority to finance the project by causing the execution and delivery of certificates of participation in the principal amount of \$2,363,000 with an interest rate of 2.875%. The City has also received a commitment for \$1,637,000 in grant funding from USDA. A brief description of each document can be found below:

Trust Agreement. The City will issue a series of Certificates of Participation, in the maximum principal amount of \$2,363,000, under the Trust Agreement. The Certificates represent interests that the purchaser (USDA) has in installment payments to be paid by the City under the Installment Sale Agreement (described below). The Trust Agreement sets forth the maturity schedule for the Certificates, establishes a Construction Fund into which the proceeds of the Certificates will be deposited, establishes a Reserve Fund which the City will fund as extra security for the Certificates, and sets forth various other terms regarding the administration of the Certificates.

The Finance Director will make the payments of principal and interest due on the Certificates to the USDA, acting through the Rural Utilities Service of the United States Department of Agriculture, as the owner of the Certificates, from the installment payments which have been assigned to it under the Trust Agreement.

Installment Sale Agreement. This agreement obligates the City to make semi-annual installment payments from the net revenues of the water enterprise, which will be used to pay principal and interest due on the Certificates until final maturity. The Woodlake Public Financing Authority will act as the counter-party to this agreement, but the Authority assigns all of its interests in the Installment Sale Agreement, and all of its rights to the installment payments, to the Finance Director, who acts as trustee under the Trust Agreement.

Key provisions of this agreement include a 110% rate covenant (see Section 3.08) and a test that must be met to issue additional debt secured by a pledge of water system net revenues (see Section 3.09). These Certificates are being issued on a parity basis with the City's 2008 installment sale financing with the USDA. City staff has confirmed that the issuance of these Certificates complies with the test for issuing additional debt under the 2008 installment sale agreement.

First Supplement to 2008 Installment Sale Agreement. In the course of drafting the documents there was ambiguity in the rate covenant contained in the installment sale agreement for the 2008 certificates of participation, and so a new first supplemental agreement has been attached that replaces the prior language with a clearer covenant (which is consistent with the covenant used in more recent USDA financings).

Loan Resolution - Public Bodies. This is a USDA form document that will need to be approved by the City Council as part of the financing package.

City Council Resolution. Enclosed a draft of the resolution to be considered by the City Council to approve the foregoing documents and the financing plan in general.

RECOMMENDATIONS:

Staff recommends that Council Authorize the Execution and Delivery of Certificates of Participation to Finance Water System Improvements and Approving Related Documents and Actions

FISCAL IMPACT:

The agreement obligates the City to make semi-annual installment payments from the net revenues of the water enterprise, which will be used to pay principal and interest due on the Certificates until final maturity

ATTACHMENTS:

1. Installment Sale Agreement
2. Trust Agreement
3. City Council Resolution
4. Loan Resolution
5. First Supplemental Installment Agreement

INSTALLMENT SALE AGREEMENT

Dated as of September 1, 2015

by and between

**WOODLAKE PUBLIC FINANCING AUTHORITY,
as Seller**

and the

**CITY OF WOODLAKE,
as Purchaser**

For

**\$2,363,000
City of Woodlake
Certificate of Participation
(2015 Water System Improvement Project)**

TABLE OF CONTENTS

Page

ARTICLE I: GENERAL:	
Section 1.01. Definitions	2
Section 1.02. Representations, Covenants and Warranties	2
Section 1.03. Written Certificates	2
Section 1.04. Exhibits	3
ARTICLE II: DEPOSITS; PAYMENTS ; CONSTRUCTION	
Section 2.01. Deposit of Moneys	4
Section 2.02. Payment of Construction Costs and Delivery Costs	4
Section 2.03. Unexpended Proceeds	4
Section 2.04. Construction of Project	4
ARTICLE III: PROJECT SALE AND TITLE; INSTALLMENT PAYMENTS; NET REVENUES	
Section 3.01. Sale	5
Section 3.02. Title	5
Section 3.03. Assignment by the Authority	5
Section 3.04. Term of the Installment Sale Agreement	5
Section 3.05. Installment Payments	5
Section 3.06. Special Obligation of the City	6
Section 3.07. Pledge of Net Revenues; Transfer to Pay Installment Payments; Release from Lien	7
Section 3.08. Rate Covenant; Rate Stabilization Fund	7
Section 3.09. Limitations on Future Obligations Secured by Net Revenues	8
Section 3.10. Additional Payments	9
Section 3.11. Payments to Reserve Fund	10
Section 3.12. Payments to Depreciation Reserve	10
ARTICLE IV: PREPAYMENT OF INSTALLMENT PAYMENTS:	
Section 4.01. Prepayment	11
Section 4.02. Optional Prepayment	11
Section 4.03. Mandatory Prepayment From Net Proceeds of Insurance or Condemnation and from Unexpended Proceeds	11
Section 4.04. Credit for Amounts on Deposit	12
Section 4.05. Security Deposit	12
ARTICLE V: MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS	
Section 5.01. Maintenance, Taxes and Assessments, Contests	14
Section 5.02. Modification of Project	14
Section 5.03. Installation of City's Equipment	14
Section 5.04. Public Liability and Property Damage Insurance	15
Section 5.05. Fire and Extended Coverage Insurance	15
Section 5.06. Insurance Net Proceeds; Form of Policies	16
Section 5.07. Application of Net Proceeds	16
Section 5.08. Advances	17
ARTICLE VI: DISCLAIMER OF WARRANTIES; ACCESS; INDEMNITY	
Section 6.01. Disclaimer of Warranties	18
Section 6.02. Access to the Project and Records	18
Section 6.03. Indemnity	18

ARTICLE VII:
EVENTS OF DEFAULT AND REMEDIES:

Section 7.01. Events of Default Defined	19
Section 7.02. Remedies on Default	19
Section 7.03. No Remedy Exclusive.....	20
Section 7.04. Prosecution and Defense of Suits.....	20
Section 7.05. No Additional Waiver Implied by One Waiver.....	20
Section 7.06. Application of the Proceeds.....	20
Section 7.07. Liability Limited to Net Revenues	20
Section 7.08. Trust Administrator and Certificate Owners to Exercise Rights.....	21
Section 7.09. Pro Rata Application of Net Revenues	21

ARTICLE VIII
MISCELLANEOUS:

Section 8.01. Assignment, Sale or Lease by the City.....	22
Section 8.02. Amendment of Installment Sale Agreement	22
Section 8.03. Binding Effect.....	22
Section 8.04. Applicable Law.....	22
Section 8.05. Severability.....	22
Section 8.06. Captions	22
Section 8.07. Net Contract.....	23
Section 8.08. Further Assurances and Corrective Instruments	23
Section 8.09. Authority and City Representatives	23
Section 8.10. Notices	23
Section 8.11. Execution in Counterparts.....	23

Exhibit A	Description of the Project.....	A-1
Exhibit B	Schedule of Installment Payments	B-1

INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (this “Agreement” or “Installment Sale Agreement”), dated as of September 1, 2015, by and between the WOODLAKE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California, as seller (the “Authority”), and the CITY OF WOODLAKE, a municipal corporation and general law city organized and existing under the laws of the State of California, as purchaser (the “City”);

WITNESSETH:

WHEREAS, the City wishes to finance the construction of certain improvements to its municipal water system (the “Enterprise”) as more particularly described in Exhibit A hereto (the “Project”);

WHEREAS, the Authority has been formed for the purpose, among others, of assisting the City in the financing of capital improvements; and

WHEREAS, to that end, the Authority will cause the execution and delivery of certificates of participation in the principal amount of \$2,363,000 (the “Certificates”), under a Trust Agreement dated as of September 1, 2015 (the “Trust Agreement”), by and among the Authority, the City and the Finance Director of the City of Woodlake, as trust administrator (the “Trust Administrator”), and apply the proceeds of the sale thereof to the acquisition and construction of the Project; and

WHEREAS, the City has determined to purchase the Project from the Authority pursuant to this Installment Sale Agreement; and

WHEREAS, the City will make installment payments pursuant to this Installment Sale Agreement (the “Installment Payments”) from the Net Revenues (as defined herein) of the Enterprise in order to purchase the Project from the Authority; and

WHEREAS, under the Trust Agreement, the Authority will assign its right to receive Installment Payments to the Trust Administrator for the benefit of the Owner (as defined herein) of the Certificate; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

GENERAL

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached to the Trust Agreement shall, for all purposes of this Installment Sale Agreement, have the meanings specified therein.

Section 1.02. Representations, Covenants and Warranties. The City and the Authority represent, covenant and warrant to each other as follows:

(a) Each is validly organized and existing under the laws of the State.

(b) The laws of the State authorize each to enter into this Installment Sale Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out its obligations under each of the aforesaid agreements, and the each has duly authorized and executed such agreements.

(c) The execution and delivery of this Installment Sale Agreement, the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, and the consummation of the transactions contemplated by this Installment Sale Agreement and the Trust Agreement do not conflict with and do not result in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which each is now a party or by which each is bound or constitutes a default under any of such agreement or instrument.

(d) Each has authorized and executed this Installment Sale Agreement in accordance with the laws of the State.

(e) The City represents that the Project has not been the subject of a previous conveyance by the City.

(f) The City represents that, other than the 2008 Installment Payments, which are on parity with the Installment Payments, it has not issued or incurred any obligations payable out of the Gross Revenues or the Net Revenues.

Section 1.03. Written Certificates.

(a) **Contents.** Every certificate provided for in this Installment Sale Agreement with respect to compliance with any provision hereof shall include (a) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he or she has made or caused to be made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter referred to in the instrument to which his or her signature is affixed; (d) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

(b) Reliance. Any such certificate made or given by a City Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such City Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a certificate or opinion of or representation by a City Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based is erroneous. The same City Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Installment Sale Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.04. Exhibits. The following Exhibits are attached to, and by this reference are made a part of, this Installment Sale Agreement:

Exhibit A: Project Description
Exhibit B: Installment Payments Schedule

ARTICLE II

DEPOSITS; PAYMENTS ; CONSTRUCTION

Section 2.01. Deposit of Moneys. The Authority shall cause to be deposited with the Trust Administrator, for deposit in the funds as provided in the Trust Agreement, the amounts derived from the Certificate proceeds (\$2,363,000) in the installments as and when disbursed by the Original Purchaser.

Section 2.02. Payment of Construction Costs and Delivery Costs. Payment of the Construction Costs and Delivery Costs shall be made from the moneys deposited with the Trust Administrator in the Construction Fund, which shall be disbursed for such purpose in accordance and upon compliance with Sections 3.02 and 3.03, respectively, of the Trust Agreement. The City hereby covenants to pay necessary Construction Costs and Delivery Costs in excess of amounts available from Certificate proceeds from any legally available source of funds.

Section 2.03. Unexpended Proceeds. In accordance with Section 3.04 of the Trust Agreement, all excess moneys remaining in the Construction Fund and not required for payment of Construction Costs shall be transferred to the Installment Payment Fund and applied to the prepayment of Certificates.

Section 2.04. Construction of Project. The Authority hereby appoints the City as its agent to acquire and construct the Project.

ARTICLE III

PROJECT SALE AND TITLE; INSTALLMENT PAYMENTS; NET REVENUES

Section 3.01. Sale. The Authority hereby sells, bargains and conveys the Project to the City, and the City hereby purchases the Project from the Authority upon the terms and conditions set forth in this Installment Sale Agreement.

Section 3.02. Title. The City and the Authority agree that title to the Project, and each component thereof, shall be deemed conveyed to and vested in the City upon the completion of the acquisition, construction and installation thereof. The Authority and its officers shall take all actions necessary to vest in the City all of the Authority's rights in and title to the Project.

Section 3.03. Assignment by the Authority. The Authority's right, title and interest in this Installment Sale Agreement, including the right to receive and enforce payment of the Installment Payments to be made by the City under this Installment Sale Agreement, have been assigned to the Trust Administrator, subject to certain exceptions, pursuant to the Trust Agreement.

The City understands and agrees that the Authority has assigned its right, title and interest (but not its duties or obligations) in this Installment Sale Agreement to the Trust Administrator pursuant to the Trust Agreement for the benefit of the Owners and the City assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Trust Administrator at the Trust Administrator's principal corporate trust office or at such other place as the Trust Administrator may direct in writing, all payments payable by the City pursuant to this Installment Sale Agreement.

Section 3.04. Term of the Installment Sale Agreement. The Term of the Installment Sale Agreement shall be as defined in Exhibit A to the Trust Agreement, unless sooner terminated.

Section 3.05. Installment Payments.

(a) Obligation to Pay. The City agrees to pay to the Authority, its successors and assigns, as the purchase price of the Project, the Installment Payments, consisting of components of principal and interest, on the Installment Payment Dates and in the amounts specified in Exhibit B hereto, except such amounts shall be reduced by moneys on deposit in the Installment Payment Fund and credited to the payment of Installment Payments next due. The Installment Payments shall be payable solely from Net Revenues as hereinafter provided.

(b) Reduction Upon Partial Prepayment. If the City prepays less than all of the remaining principal components of the Installment Payments pursuant to Sections 4.02 and 4.03 hereof, the amount of such prepayment shall be applied (1) first to any interest owing but unpaid at the time of the prepayment, and (2) second to reduce the principal component of the subsequent remaining Installment Payments in any manner as directed by the City in a Written Certificate and the interest component of each subsequent remaining Installment Payment shall be reduced by the aggregate

corresponding amount of interest that would otherwise be payable with respect to the Certificate redeemed as a result of such prepayment.

(c) Rate on Overdue Payments. If the City should fail to make any of the payments required in this Section 3.05 so that there are insufficient moneys on hand in the Installment Payment Fund to pay any Installment Payment in full on an Installment Payment Date, the Installment Payment in default shall continue as an obligation of the City until the amount in default is fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the rate of interest payable with respect to the Certificate.

Section 3.06. Special Obligation of the City.

(a) Limitations. The City's obligation to pay the Installment Payments shall be a special obligation limited solely to Net Revenues. Under no circumstances shall the City be required to advance any moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments, nor shall any other funds or property of the City be liable for the payment of the Installment Payments.

(b) Obligations Unconditional. The obligations of the City to make the Installment Payments from Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the City, the Authority or the Trust Administrator of any obligation to the City or otherwise with respect to the Project, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Trust Administrator.

(c) Obligations Specified. Until such time as all of the Installment Payments are fully paid or prepaid, the City:

(i) will not suspend, abate, or discontinue any payments provided for in Section 3.05 hereof;

(ii) will perform and observe all other agreements contained in this Installment Sale Agreement; and

(iii) will not terminate the Term of the Installment Sale Agreement for any cause, including, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Authority or the Trust Administrator to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Installment Sale Agreement.

(d) Authority Obligations. Nothing contained in this Section 3.06 shall be construed to release the Authority from the performance of any of the agreements on its

part herein contained, and if the Authority fails to perform any such agreements on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in Section 3.06(b) above. The City may, however, at the City's own cost and expense and in the City's own name or in the name of the Authority prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's right of possession, occupancy and use hereunder, and in such event the Authority hereby agrees to cooperate fully with the City and to take such action necessary to effect the substitution of the City for the Authority in such action or proceeding if the City so requests.

Section 3.07. Pledge of Net Revenues; Transfer to Pay Installment Payments; Release from Lien.

(a) Pledge of Net Revenues. The City hereby agrees that the payment of the Installment Payments shall be secured by a pledge, charge and lien upon Net Revenues on a parity with the pledge which secures all outstanding Parity Obligations, and Net Revenues sufficient to pay the Installment Payments as they become due and payable are hereby pledged, charged, assigned, transferred and set over by the City to the Authority and its assigns for the purpose of securing payment of the Installment Payments. The Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments.

The Installment Payments and all Parity Obligations are equally secured by a pledge, charge and lien upon the Net Revenues and such moneys without priority for series, issue, number or date and the payment of the interest on and principal of the Installment Payments shall be and are secured by an exclusive pledge, charge and lien upon the Net Revenues and such moneys.

(b) Transfer to Pay Installment Payments. The City has previously established the Water Enterprise Fund, which it will continue to hold and maintain for the purposes and uses set forth herein. The City shall deposit all Gross Revenues in the Water Enterprise Fund promptly upon the receipt thereof. In addition to withdrawals required to pay principal of and interest on the Parity Obligations, the City shall, on or before each Installment Payment Date, withdraw Net Revenues on deposit in the Water Enterprise Fund and transfer to the Trust Administrator for deposit into the Installment Payment Fund the amount indicated in Exhibit B attached hereto as required for the next occurring Installment Payment Date. Notwithstanding Exhibit B attached hereto, the City shall be obligated to make Installment Payments sufficient to pay all principal and interest due with respect to the Certificates.

(c) Release from Lien. Following the transfer described in paragraph (b) of this Section 3.07 with respect to each July 1 Installment Payment Date, Net Revenues on deposit in the Water Enterprise Fund in excess of amounts required for the payment of the Installment Payments and any Parity Obligations, and for the replenishment of the Reserve Fund in that Fiscal Year, shall be released from the lien of this Installment Sale Agreement and shall be available for any lawful purpose of the City.

Section 3.08. Rate Covenant; Rate Stabilization Fund.

(a) Rate Covenant. The City hereby covenants that it shall prescribe, revise and collect such charges for the services and facilities of the Enterprise which, after allowances for contingencies and error in the estimates, will produce Net Revenues equal to at least 1.10 times the following:

(i) the Installment Payments coming due and payable during such Fiscal Year,

(ii) all payments required with respect to Parity Obligations, if any, and

(iii) amounts required to replenish the Reserve Fund, as required by Section 6.06 of the Trust Agreement.

(b) Rate Stabilization Fund. There is hereby created a separate fund to be known as the "Rate Stabilization Fund", to be held and maintained by the City. The Rate Stabilization Fund is not pledged to secure payment of the Installment Payments. Amounts in the Rate Stabilization Fund shall be applied solely for the uses and purposes set forth in this subsection (b). The City shall have the right to deposit into the Rate Stabilization Fund from time to time any amount of funds which are legally available therefor; provided that deposits for each Fiscal Year may be made until (but not after) 120 days following the end of such Fiscal Year.

For the purpose of computing the amount of Net Revenues for any Fiscal Year for purposes of the preceding subsection (a), the City shall be permitted to transfer amounts on deposit in the Rate Stabilization Fund for purposes of such computation, such transfers to be made until (but not after) 120 days after the end of such Fiscal Year. In addition, the City shall be permitted to withdraw amounts on deposit in the Rate Stabilization Fund for any other lawful purpose.

Section 3.09. Limitations on Future Obligations Secured by Net Revenues.

(a) No Obligations Superior to Installment Payments. In order to protect further the availability of the Net Revenues and the security for the Installment Payments and any Parity Obligations, the City hereby agrees that the City shall not, so long as any Certificates are outstanding, issue or incur any obligations payable from Gross Revenues or Net Revenues superior to the Installment Payments or such Parity Obligations.

(b) Parity Obligations. The City further covenants that, except for obligations issued or incurred to prepay the Installment Payments in full pursuant to Section 4.02 hereof, the City shall not issue or incur any Parity Obligations unless all of the following conditions are met:

(i) The City may not be in default under the terms of this Installment Sale Agreement.

(ii) Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent 12-month period selected by the City ending not more than 60 days prior to the adoption of the resolution pursuant to which instrument such Parity Obligations

are issued or incurred, as shown by the books of the City, plus the estimated amount of the increase in the Net Revenues for the first full 12-month period in which the proposed additions to or improvements or extensions of the Enterprise to be funded by such Parity Debt will be in operation, as shown by an opinion of an independent recognized consulting engineer, equals at least 1.10 times the sum of the average annual Installment Payments, average annual debt service on all outstanding Parity Obligations outstanding at the time the additional parity obligations are issued or incurred, and average annual debt service on all additional parity obligations proposed to be issued or incurred. Either or both of the following items may be added to such Net Revenues for the purpose of applying the restriction contained in this subsection (b)(ii):

(A) An allowance for revenues from any additions to or improvements or extensions of the Enterprise to be constructed with the proceeds of such Parity Obligations, and also for net revenues from any such additions, improvements or extensions which have been constructed from moneys from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 70% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period following closing of the proposed Parity Obligations, all as shown by the certificates or opinion of a qualified independent consultant employed by the City.

(B) An allowance for earnings arising from any increase in the charges made for service from the Enterprise that has become effective prior to the incurring of such Parity Obligations but which, during all or any part of such Fiscal Year, was not in effect, in an amount equal to 100% of the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year and any period prior to the incurring of such Parity Obligations, as shown by the certificates or opinion of a qualified independent engineer employed by the City.

(iii) A reserve fund shall be funded, for such Parity Obligations which is at least equal to the amount resulting from the application on the closing date of such Parity Obligations of the formula contained in the definition of "Reserve Requirement" contained herein, provided that no reserve fund shall be required with respect to any loan from the State of California.

(iv) So long as all of the Outstanding Certificates are held by the Original Purchaser, the prior written consent of the Original Purchaser must be obtained, which may not be unreasonably withheld.

Section 3.10. Additional Payments. In addition to the Installment Payments, the City shall pay, from Net Revenues, when due all costs and expenses incurred by the Authority to comply with the provisions of the Trust Agreement and this Installment Sale Agreement, including, without limitation all Delivery Costs, compensation due to the Trust Administrator for its fees, costs and expenses incurred under the Trust Agreement, and all costs and expenses of attorneys, auditors, engineers and accountants.

Section 3.11. Payments to Reserve Fund. In addition to the Installment Payments, the City shall pay to the Trust Administrator, from Net Revenues,

(a) on each Installment Payment Date, and for the Term of the Installment Sale Agreement, an amount equal to 1/10th of the average annual debt service on the Certificates for deposit in the Reserve Fund, and

(b) such amounts as may be required to replenish the Reserve Fund if a draw therefrom or a valuation thereof determines that a deficiency exists therein, all in accordance with Section 6.06 of the Trust Agreement;

provided, however, that if the amount on deposit in the Reserve Fund reaches the applicable Reserve Requirement, the City shall discontinue the payments to the Reserve Fund (except to the extent necessary to replenish the Reserve Fund) and direct the application of such payments to the payment of Operation and Maintenance Expenses, and any further interest earnings on the Reserve Fund shall be allocated under Section 8.03 of the Trust Agreement.

Section 3.12. Payments to Depreciation Reserve . In order to comply with the requirements of the Letter of Conditions dated September 22, 2014, issued by the Government in connection with its purchase of the Certificates, the City shall establish and maintain a separate fund (the “Depreciation Reserve”) as a depreciation reserve for short-lived assets of the Enterprise.

The District shall deposit \$23,333 into the Depreciation Reserve not later than July 1 each year starting with the first fiscal year after the fiscal year in which the Project is completed and continuing for as long as any of the Certificates remain outstanding.

Earnings and gains resulting from investment of the Depreciation Reserve will be retained in the Depreciation Reserve and used for the purposes thereof.

The District may withdraw amounts on deposit in the Depreciation Reserve from time to time to pay for timely replacement of “short-lived assets” of the Enterprise, which for purposes of this Section shall mean any component or assets of the Enterprise, including without limitation pumps, paint and small equipment, that will need to be repaired or replaced over a one- to fifteen-year period, the cost of which is not included within the definition of Operation and Maintenance Expenses.

Notwithstanding the foregoing, before each July 1 the City shall evaluate the status and condition of short-lived assets of the Enterprise and, if such evaluation suggests that a lesser or greater deposit is required in order to provide for the timely replacement of any short-lived assets, the City may decrease the amount of the annual deposit into the Depreciation Reserve if a lesser amount is indicated, but shall increase the amount of the annual deposit into the Depreciation Reserve if a greater amount is indicated.

Upon the redemption in full of all outstanding Certificates, the City shall close the Depreciation Reserve and the balance therein shall be released to the City and used for any legally permissible purpose of the Enterprise.

ARTICLE IV

PREPAYMENT OF INSTALLMENT PAYMENTS

Section 4.01. Prepayment. The City shall have the right to prepay the Installment Payments, but only in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

Section 4.02. Optional Prepayment. Subject to the terms and conditions of this Section 4.02, the Authority hereby grants an option to City to prepay the Installment Payments in full, by paying the total unpaid principal component of the Installment Payments as set forth in Exhibit B, or in part, but not in an amount of less than the Denomination Amount or any integral multiple thereof, at any one time, without premium or penalty.

The City may exercise this option on any date following written notice by the City to the Authority and the Trust Administrator of the exercise of such option at least 60 days prior to the date designated for prepayment.

In order to prepay the Installment Payments in full, the City shall deposit with the Trust Administrator, no later than the applicable prepayment date, (i) cash in an amount sufficient to pay the total unpaid principal component of such Installment Payments as set forth in Exhibit B, (ii) any Installment Payments then due but unpaid, and (iii) accrued interest to the prepayment date.

In order to prepay the Installment Payments in part, the City shall deposit with the Trust Administrator, no later than the applicable prepayment date, (i) an amount divisible by the Denomination Amount equal to the amount desired to be prepaid, (ii) any Installment Payments then due but unpaid, and (iii) accrued interest on the amount to be prepaid to the prepayment date.

Any partial prepayment shall be applied by the Authority or its assignee against Installment Payments in such order as directed by the City and consistent with Section 4.02 of the Trust Agreement, and the City shall prepare (or cause to be prepared) and provide to the Trust Administrator a revised schedule of Installment Payments reflecting such partial prepayment.

Section 4.03. Mandatory Prepayment From Net Proceeds of Insurance or Condemnation and from Unexpended Proceeds. The City shall be obligated to prepay the Installment Payments in whole or in part on any Installment Payment Date from and to the extent of

(a) any Net Proceeds of any insurance or condemnation award theretofore deposited in the Installment Payment Fund for such purpose pursuant to Section 5.07 hereof or pursuant to Section 7.02 of the Trust Agreement; and

(b) from any excess monies remaining in the Construction Fund and not required for payment of Construction Costs ("Unexpended Proceeds").

The City and the Authority hereby agree that such Net Proceeds and Unexpended Proceeds shall be credited towards the City's obligations under this Section 4.03. Except in the case of such prepayment of the Installment Payments in full, such payment shall be in addition to the Installment Payment required to be paid by the City on such date. Prepayment of Certificates pursuant to this Section shall be made on a pro rata basis based on the original principal amount of each series of the Certificates.

Section 4.04. Credit for Amounts on Deposit. If the City elects or is required to prepay the Installment Payments in full under this Article IV, such that the Trust Agreement will be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Installment Payment Fund, the Construction Fund or the Reserve Fund shall be credited towards the amounts required to be so prepaid.

Section 4.05. Security Deposit. Notwithstanding any other provision of this Installment Sale Agreement, the City may, on any date, secure the payment of Installment Payments by a deposit with the Trust Administrator, as escrow holder under an escrow deposit and trust agreement as referenced in Section 14.01(d) of the Trust Agreement, of either of the following:

(a) All Installment Payments. In the case of a security deposit relating to all Installment Payments, either (i) an amount which, together with amounts on deposit in the Installment Payment Fund and the Reserve Fund, is sufficient to pay all unpaid Installment Payments, including the principal and interest components thereof, in accordance with the Installment Payment schedule set forth in Exhibit B attached hereto, or (ii) Defeasance Obligations, together with cash, if required, in such amount as will, in the opinion of nationally-recognized bond counsel and of an independent certified public accountant, together with interest to accrue thereon and, if required, all or a portion of moneys or Defeasance Obligations then on deposit in the Installment Payment Fund and the Reserve Fund, be fully sufficient to pay all unpaid Installment Payments on their Installment Payment Date.

(b) Portion of Installment Payments. In the case of a security deposit relating to a portion of the Installment Payments both (i) a certificate executed by a City Representative designating the portion of the Installment Payments to which the deposit pertains, and (ii) cash or Defeasance Obligations, in such amount as will, together with interest to be received thereon, if any, and an allocable portion of amounts on deposit in the Installment Payment Fund and the Reserve Fund, be fully sufficient in the opinion of an independent certified public accountant, to pay the portion of the Installment Payments designated in such City Representative's certificate.

(c) Effect. In the event of a deposit pursuant to this Section 4.05, all obligations of the City under this Installment Sale Agreement pertaining to the portion of the Project for which the deposit has been made shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all Installment Payments, or the portion of Installment Payments to which the deposit pertains, from the deposit made by City pursuant to this Section 4.05. Such deposit shall be deemed to be and shall constitute a special fund for the payment of Installment Payments in accordance with the provisions of this Installment Sale Agreement; and further provided that any security deposit relating to the Project shall not affect the rate covenants of the City contained in Section 3.07 hereof if such security deposit is insufficient to pay or prepay all Installment Payments as they become due and payable. Upon such deposit, the Authority will

execute or cause to be executed any and all documents as may be necessary to release the security provided hereby to the extent of such deposit.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.01. Maintenance, Taxes and Assessments, Contests.

(a) **Operation.** The City covenants to operate the Enterprise in an efficient and economical manner and operate, maintain and preserve the Enterprise in good repair and working order in accordance with customary standards and practices applicable to similar facilities

(b) **Taxes and Assessments.** The City shall also pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or the City or levied, assessed or charged against the Enterprise or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Installment Sale Agreement as and when the same become due. The City shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Authority, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

(c) **Contest.** The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items, or the Project or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority.

Section 5.02. Modification of Project. The City may, at its own expense, remodel the Project or make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Installment Sale Agreement. Such additions, modifications and improvements shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Project, upon completion of any additions, modifications and improvements made pursuant to this Section 5.02, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements.

Section 5.03. Installation of City's Equipment. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Project. All such items shall remain the sole property of the City, in which neither the Authority nor the Trust Administrator shall have any interest, and may be modified or removed by the City at any time provided that the City shall repair and restore any and all damage to the Project resulting from the installation,

modification or removal of any such items. Nothing in this Installment Sale Agreement shall prevent the City from purchasing items to be installed pursuant to this Section 5.03 under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof.

Section 5.04. Public Liability and Property Damage Insurance.

(a) Insurance Policies. The City shall maintain or cause to be maintained, throughout the Term of the Installment Sale Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the City, its members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the construction or operation of the Enterprise (but only if such insurance is available at reasonable cost on the open market from reputable insurance companies). Such policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and in each accident or event, and in a minimum amount of \$250,000 (subject to a deductible clause of not to exceed \$200,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$2,500,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City.

(b) Self-Insurance. If the City maintains self-insurance, it shall supply to the Trust Administrator a statement of sufficiency by an independent insurance consultant or the City's risk manager on an annual basis as described in Section 5.06 hereof.

(c) Application of Net Proceeds. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.05. Fire and Extended Coverage Insurance.

(a) Insurance Policies. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of the Installment Sale Agreement, insurance against loss or damage to any structures constituting any part of the Enterprise (excluding transmission and distribution pipelines and equipment in public and private rights-of-way) by fire and lightning, with extended coverage insurance but not including earthquake insurance. Such insurance need not include water reservoirs, standpipes and elevated tanks. Such insurance shall be in an amount equal to the greater of 100% of the replacement cost of the Project or the then Outstanding principal amount of Certificates. Such insurance may be subject to a deductible clause of not to exceed ten percent of said replacement cost for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the City, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City.

(b) Self-Insurance. If the City maintains self-insurance, it will supply to the Trust Administrator a statement of sufficiency by an independent insurance consultant or the City's risk manager on an annual basis as described in Section 5.06 hereof.

(c) Application of Net Proceeds. Net Proceeds of such insurance shall be applied as provided in Section 5.07 hereof.

Section 5.06. Insurance Net Proceeds; Form of Policies. The insurance required by Sections 5.04 and 5.05 above shall provide that all proceeds thereunder shall be payable to the Trust Administrator for the benefit of the Certificate Owners. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Installment Sale Agreement. All such policies shall provide that the Authority and the Trust Administrator are named as additional insureds and that the Trust Administrator shall be given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trust Administrator shall not be responsible for the sufficiency of any insurance herein required or for the obtaining of such insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the City. The City shall cause to be delivered to the Trust Administrator annually, no later than the end of each Fiscal Year, a Written Certificate signed by a City Representative stating that the City is in compliance with Sections 5.04 and 5.05 of this Agreement. The Trust Administrator may conclusively rely on such certificate.

Section 5.07. Application of Net Proceeds.

(a) From Insurance Award. The Net Proceeds of any insurance award resulting from any damage to or destruction of the Project by fire or other casualty shall be deposited in the Insurance and Condemnation Fund by the Trust Administrator promptly upon receipt thereof and, if the City Representative notifies the Trust Administrator in writing of the City's determination that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of the City, then such Net Proceeds shall be promptly transferred by the Trust Administrator to the Installment Payment Fund to be applied as provided in Section 4.03 hereof.

All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by the City, upon receipt of a requisition, signed by the City Representative and, so long as all of the Outstanding Certificates are held by the Original Purchaser, the Owner of the Certificate stating with respect to each payment to be made

(i) the requisition number,

(ii) the name and address of the person, firm or corporation to whom payment is due,

(iii) the amount to be paid and

(iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been

the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation.

Any balance of the Net Proceeds remaining after such work has been completed shall be transferred to the Installment Payment Fund. The City covenants that it will commence such replacement, repair, restoration, modification or improvement or indicate that such replacement, repair, restoration, modification or improvement is not economically feasible within 180 days of receipt of such Net Proceeds.

(b) From Eminent Domain Award. The Net Proceeds of any eminent domain award shall be deposited in the Insurance and Condemnation Fund to be held and applied by the Trust Administrator pursuant to Section 7.02 of the Trust Agreement.

Section 5.08 Advances. If the City fails to perform any of its obligations under this Article V, the Authority may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as soon as possible, with interest at the rate of interest with respect to the Certificate from the date of the advance to the date of repayment.

ARTICLE VI

DISCLAIMER OF WARRANTIES; ACCESS; INDEMNITY

Section 6.01. Disclaimer of Warranties. The Authority makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City for the Project or any item thereof, or any other representation or warranty with respect to the Project or any item thereof. In no event shall the Authority be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement or the Trust Agreement for the existence, furnishing, functioning or City's use of the Project.

Section 6.02. Access to the Project and Records. To the extent permitted by law, the City agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have the right at all reasonable times to enter upon and to examine and inspect the Project. The City further agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the City to perform its obligations hereunder. In addition, the City agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have the right at all reasonable times to inspect and examine all books, papers and records of the Authority and the City pertaining to the Project and the Certificate, to make copies thereof and to take non-privileged memoranda therefrom or with respect thereto as may be desired.

Section 6.03. Indemnity. The City shall and hereby agrees to indemnify and save the Authority and its successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of:

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Project by the City;
- (b) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement;
- (c) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project;
- (d) any act or negligence of any assignee or sublessee of the City with respect to the Project; or
- (e) the construction of the Project or the authorization of payment of the Construction Costs or Delivery Costs by the City or the Authority.

No indemnification is made under this Section 6.03, or elsewhere in this Installment Sale Agreement for willful misconduct, negligence, or breach of duty under this Installment Sale Agreement by the Authority, its officers, agents, employees, successors or assigns.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default Defined. The following shall be “events of default” under this Installment Sale Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

(a) Failure by the City to pay any Installment Payment by the Installment Payment Date or failure to make any other payment required to be paid hereunder at the time specified herein; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Installment Sale Agreement or the Trust Agreement, other than as referred to in clause (a) of this Section 7.01, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority, the Trust Administrator or the Owners of not less than 25% in aggregate principal amount of Certificate then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority, the Trust Administrator or such Owners, as applicable, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The filing by the City of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property; or

(d) An event of default occurs and is continuing with respect to any Parity Obligations.

Section 7.02. Remedies on Default. Whenever any event of default referred to in Section 7.01 hereof shall have happened and be continuing, the Authority shall have the right, at its option and without any further demand or notice, to:

(a) declare all principal components of the unpaid Installment Payments, together with accrued interest at the rate or rates specified in the respective Outstanding Certificate from the immediately preceding Installment Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall become due and payable; and

(b) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due

during the Term of the Installment Sale Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement.

Section 7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 7.04. Prosecution and Defense of Suits. The City shall promptly, upon request of the Authority or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and, to the extent permitted by law, shall indemnify or cause to be indemnified the Authority and its assignee for all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

To the extent permitted by law, the City shall defend, or cause to be defended, against every suit, action or proceeding at any time brought against the Authority or its assignee upon any claim arising out of the receipt, application or disbursement of any of the Net Revenues or involving the rights or duties of the Authority or its assignee under this Installment Sale Agreement or the Trust Agreement; provided, that the Authority and its assignee at their election may appear in and defend any such suit, action or proceeding. The City shall indemnify or cause to be indemnified the Authority and its assignee against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect, even though all Installment Payments have been fully paid and satisfied, until a date which is three years following the payment of the last of the Installment Payments.

Section 7.05. No Additional Waiver Implied by One Waiver. If any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.06. Application of the Proceeds. The Trust Administrator, as assignee of the Authority, shall apply all amounts received under this Article VII as set forth in Section 13.03 of the Trust Agreement.

Section 7.07. Liability Limited to Net Revenues. Notwithstanding any provision of this Installment Sale Agreement, the City's liability to pay the Installment Payments and other amounts hereunder shall be limited solely to Net Revenues as provided in Sections 3.06 and 3.07 hereof. If Net Revenues are insufficient at any time to pay an Installment Payment in full, the City shall not be liable to pay or prepay such Installment Payment other than from Net Revenues.

Section 7.08. Trust Administrator and Certificate Owners to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VII have been assigned by the Authority to the Trust Administrator under the Trust Agreement, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trust Administrator and the Owners of the Certificate as provided in the Trust Agreement.

Section 7.09. Pro Rata Application of Net Revenues. If, at any time, there is a deficiency in Net Revenues available to pay the Installment Payments, any amounts due with respect to Parity Obligations (which may require the consent of the Original Purchaser as set forth in Section 3.09(b)(iv)), amounts required to replenish the Reserve Fund, or amounts required to replenish any reserve fund established for Parity Obligations, available Net Revenues shall be applied on a pro rata basis to the payment of such Installment Payments, to the payment of amounts due with respect to Parity Obligations, to the replenishment of the Reserve Fund, to the replenishment of any reserve fund established for Parity Obligations.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Assignment, Sale or Lease by the City.

(a) **Assignment or Sale.** This Installment Sale Agreement may not be assigned by the City, and the Enterprise may not be sold by the City during the Term of this Installment Sale Agreement.

(b) **Lease.** The City may lease the Project, or any portion thereof, with the consent of the Owner of the Certificate so long as all of the Outstanding Certificate are held by the Original Purchaser thereof, and subject to all of the following conditions:

(i) This Installment Sale Agreement and the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trust Administrator a true and complete copy of the documents accomplishing such lease;

(iii) No such lease by the City shall cause the Project to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State; and

(iv) No such lease shall cause the interest component of the Installment Payments to become subject to federal or State personal income taxes.

Section 8.02. Amendment of Installment Sale Agreement. The City will not alter, modify or cancel or agree or consent to alter, modify or cancel this Installment Sale Agreement, except as permitted by Article VII of the Trust Agreement, without the written consent of the Trust Administrator and the Authority,

Section 8.03. Binding Effect. This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

Section 8.04. Applicable Law. This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8.05. Severability. If any provision of this Installment Sale Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.06. Captions. The captions or headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Installment Sale Agreement.

Section 8.07. Net Contract. This Installment Sale Agreement shall be deemed and construed to be a “net contract” and the City hereby agrees that the Installment Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 8.08. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 8.09. Authority and City Representatives. Whenever under the provisions of this Installment Sale Agreement the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority by a Authority Representative and for the City by a City Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.10. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail with postage fully prepaid:

If to the City:	City of Woodlake 350 North Valencia Blvd. Woodlake, CA 93286 Fax: 559-564-8776 Attn: Finance Director
If to the Authority:	Treasurer Woodlake Public Financing Authority 350 North Valencia Blvd. Woodlake, CA 93286
If to the Trust Administrator:	Finance Director City of Woodlake 350 North Valencia Blvd. Woodlake, CA 93286 Fax: 559-564-8776

The Authority, the City and the Trust Administrator, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.11. Execution in Counterparts. This Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS, the Authority has caused this Installment Sale Agreement to be duly executed in its name by its duly authorized officer; and the City has caused this Installment Sale Agreement to be duly executed in its name by its duly authorized officers, as of the date first above written.

WOODLAKE PUBLIC FINANCING
AUTHORITY, *as Seller*

Attest

By _____
Secretary

By _____
Executive Director

CITY OF WOODLAKE, *as Purchaser*

Attest

By _____
City Clerk

By _____
City Administrator

:

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project will consist of the acquisition and construction of the following improvements to the City's existing water enterprise:

1. Installing approximately 1,992 water meters on all water system connections and acquiring a suitable interface between the meter reading devices and an upgraded City of Woodlake utility billing system.
2. Replace leaking or aged water pipelines, as needed.
3. Replacing the current SCADA system with a state-of-the-art system integrated with the SCADA system at the City's wastewater facility.
4. Installing a new sand separator.
5. Installing chlorination units at all wells.

TRUST AGREEMENT

Dated as of September 1, 2015

by and among

**the
FINANCE DIRECTOR OF THE CITY OF WOODLAKE,
as Trust Administrator**

**the
WOODLAKE PUBLIC FINANCING AUTHORITY,**

and the

CITY OF WOODLAKE

**\$2,363,000
Certificates of Participation
(2015 Water System Improvement Project)**

Table of Contents

	<u>Page</u>
ARTICLE I	
DEFINITIONS; AUTHORIZATION; EXHIBITS	
Section 1.01. Definitions	2
Section 1.02. Authorization	2
Section 1.03. Content of Written Certificates	2
Section 1.04. Exhibits	2
ARTICLE II:	
THE CERTIFICATE OF PARTICIPATION:	
Section 2.01. Authorization	4
Section 2.02. Date	4
Section 2.03. Maturity; Interest Rates	4
Section 2.04. Interest	5
Section 2.05. Form of Certificate; Legends	6
Section 2.06. Execution	6
Section 2.07. Transfer and Exchange	6
Section 2.08. Certificate Mutilated, Lost, Destroyed or Stolen	7
Section 2.09. Payment	7
Section 2.10. Execution of Documents and Proof of Ownership	7
Section 2.11. Certificate Register	8
Section 2.12. CUSIP Numbers	8
ARTICLE III	
CONSTRUCTION FUND	
Section 3.01. Construction Fund	9
Section 3.02. Payment of Construction Costs	9
Section 3.03. Payment of Delivery Costs	9
Section 3.04. Transfers of Unexpended Proceeds	9
ARTICLE IV:	
PREPAYMENT OF CERTIFICATE:	
Section 4.01. Prepayment	11
Section 4.02. Selection of Certificates for Prepayment	11
Section 4.03. Notice of Prepayment	11
Section 4.04. Partial Prepayment of Certificates	13
Section 4.05. Effect of Notice of Prepayment	13
Section 4.06. Purchase of Certificates	13
ARTICLE V:	
INSTALLMENT PAYMENTS; INSTALLMENT PAYMENT FUND	
Section 5.01. Assignment of Rights in Installment Sale Agreement	14
Section 5.02. Establishment of Installment Payment Fund	14
Section 5.03. Deposits	14
Section 5.04. Application of Moneys	15
Section 5.05. Surplus	15
ARTICLE VI:	
RESERVE FUND:	
Section 6.01. Establishment of Reserve Fund	16
Section 6.02. Deposits	16
Section 6.03. Transfers in Excess of Reserve Requirement	16
Section 6.04. Application in Event of Deficiency in the Installment Payment Fund	16
Section 6.05. Transfer to Make All Installment Payments	16
Section 6.06. Replenishment of Reserve Fund	16
ARTICLE VII	

**INSURANCE AND CONDEMNATION FUND; INSURANCE;
EMINENT DOMAIN**

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award	17
Section 7.02. Application of Net Proceeds of Eminent Domain Award	17
Section 7.03. Excess Net Proceeds.....	17
Section 7.04. Cooperation.....	18

**ARTICLE VIII:
MONEYS IN FUNDS; INVESTMENT**

Section 8.01. Held in Trust.....	19
Section 8.02. Investments Authorized	19
Section 8.03. Allocation of Earnings	19
Section 8.04. Accounting	20
Section 8.05. Acquisition, Disposition and Valuation of Investments	20

**ARTICLE IX:
THE TRUST ADMINISTRATOR:**

Section 9.01. Appointment of Trust Administrator	21
Section 9.02. Liability of Trust Administrator.....	22
Section 9.03. Merger or Consolidation.....	22
Section 9.04. Protection and Rights of the Trust Administrator	22
Section 9.05. Appointment of Trustee.....	24

**ARTICLE X:
MODIFICATION OR AMENDMENT OF AGREEMENTS:**

Section 10.01. Amendments Permitted	25
Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners	26
Section 10.03. Disqualified Certificate	27
Section 10.04. Effect of Supplemental Agreement	27
Section 10.05. Endorsement or Replacement of Certificate Delivered After Amendments	27
Section 10.06. Amendatory Endorsement of Certificate	27

**ARTICLE XI:
COVENANTS:**

Section 11.01. Compliance With and Enforcement of Installment Sale Agreement.....	28
Section 11.02. Payment of Taxes	28
Section 11.03. Observance of Laws and Regulations	28
Section 11.04. Prosecution and Defense of Suits	28
Section 11.05. Further Assurances.....	28
Section 11.06. Filing.....	28
Section 11.07. Private Activity Bond Limitation.....	29
Section 11.08. Federal Guarantee Prohibition.....	29
Section 11.09. Rebate Requirement.....	29
Section 11.10. No Arbitrage	29
Section 11.11. Maintenance of Tax-Exemption	29

**ARTICLE XII:
LIMITATION OF LIABILITY:**

Section 12.01. Limited Liability of City	30
Section 12.02. No Liability of the Authority for Trust Administrator Performance.....	30
Section 12.03. Indemnification of Trust Administrator	30
Section 12.04. Limitation of Rights to Parties and Certificate Owners	31

**ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE
OWNERS**

Section 13.01. Assignment of Rights	32
Section 13.02. Remedies	32
Section 13.03. Application of Funds	32

Section 13.04. Institution of Legal Proceedings.....	33
Section 13.05. Non-waiver.....	33
Section 13.06. Remedies Not Exclusive.....	33
Section 13.07. Power of Trust Administrator to Control Proceedings.....	33
Section 13.08. Limitation on Certificate Owners' Right to Sue.....	34
Section 13.09. Parties Interested Herein.....	34

**ARTICLE XIV:
MISCELLANEOUS:**

Section 14.01. Defeasance.....	35
Section 14.02. Records.....	36
Section 14.03. Notices.....	36
Section 14.04. Governing Law.....	36
Section 14.05. Binding Effect; Successors.....	36
Section 14.06. Execution in Counterparts.....	36
Section 14.07. Destruction of Canceled Certificate.....	37
Section 14.08. Headings.....	37
Section 14.09. Limitation of Rights to Parties and Certificate Owners.....	37
Section 14.10. Waiver of Notice.....	37
Section 14.11. Payments Due on Other than Business Day.....	37
Section 14.12. Payment of Unclaimed Moneys.....	37
Section 14.13. Separability of Invalid Provisions.....	38

Exhibit A	Definitions.....	A-1
Exhibit B	Form of Certificates of Participation.....	B-1
Exhibit C	Form of Disbursement Requisition from Construction Fund.....	C-1

TRUST AGREEMENT

This TRUST AGREEMENT, made and entered into as of September 1, 2015, by and among the FINANCE DIRECTORS OF THE CITY OF WOODLAKE, as trust administrator (the "Trust Administrator"), the WOODLAKE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), as seller under the Installment Sale Agreement hereinafter defined, and the CITY OF WOODLAKE, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City");

WITNESSETH

WHEREAS, the City and the Authority have entered into an installment sale agreement (the "Installment Sale Agreement"), dated as of the date hereof, whereby the Authority has agreed to sell certain improvements to the City's municipal water system (the "Project") to the City and the City has agreed to purchase the Project from the Authority; and

WHEREAS, for the purpose of obtaining the moneys required to be deposited by it with the Trust Administrator for financing the construction of the Project, the Authority proposes to assign and transfer certain of its rights under the Installment Sale Agreement to the Trust Administrator and, in consideration of such assignment and the execution of this Trust Agreement, the Trust Administrator has agreed to execute and deliver a series of certificates of participation, evidencing direct, undivided fractional interests in the Installment Payments and Prepayments (each as hereinafter defined) to be made by the City, to provide the moneys required herein to be deposited by the Authority;

WHEREAS, the original purchaser and owner of the Certificates shall be the Government;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS; AUTHORIZATION; EXHIBITS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached hereto shall, for all purposes of this Trust Agreement, have the meanings therein specified.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Content of Written Certificates.

(a) Contents. Every certificate provided for in this Trust Agreement with respect to compliance with any provision hereof, except the certificate of destruction pursuant to Section 14.07, shall include (a) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (d) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

(b) Reliance. Any such certificate made or given by a City Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such City Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a certificate or opinion of or representation by a City Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same City Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Trust Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.04. Exhibits. The following Exhibits are attached to, and by this reference are made a part of, this Trust Agreement:

Exhibit A: Definitions
Exhibit B: Form of Certificates of Participation

Exhibit C: Form of Disbursement Requisition from Construction Fund

**ARTICLE II
THE CERTIFICATE OF PARTICIPATION**

Section 2.01. Authorization. The Trust Administrator is hereby authorized and directed upon written request from the Authority to execute and deliver, to the Original Purchaser, the Certificates in the principal amounts evidencing undivided fractional interests in the Installment Payments and the prepayments. The aggregate principal amount of the Certificates shall not in any case exceed the aggregate payments by the Original Purchaser therefor, as such payments and the dates thereof are endorsed on the fully registered Certificates. No provision is made for the Certificates to be executed and delivered in blocks or phases as the Original Purchaser's regulations for single delivery have been satisfactorily met.

Section 2.02. Date. Each Certificate shall be dated as of the date of delivery thereof.

Section 2.03. Maturity; Interest Rates. The Certificates shall mature on July 1 in the years and in the principal amounts, and interest with respect thereto shall be computed at the Interest Rate of per annum as shown below:

Maturity Date (July 1)	Total Principal	Interest Rate
2016		2.875%
2017		2.875
2018		2.875
2019		2.875
2020		2.875
2021		2.875
2022		2.875
2023		2.875
2024		2.875
2025		2.875
2026		2.875
2027		2.875
2028		2.875
2029		2.875
2030		2.875
2031		2.875
2032		2.875
2033		2.875
2034		2.875
2035		2.875
2036		2.875
2037		2.875
2038		2.875
2039		2.875
2040		2.875
2041		2.875
2042		2.875
2043		2.875
2044		2.875

Maturity Date (July 1)	Total Principal	Interest Rate
2045		2.875
2046		2.875
2047		2.875
2048		2.875
2049		2.875
2050		2.875
2051		2.875
2052		2.875
2053		2.875
2054		2.875
2055		2.875
	\$2,363,000	

Section 2.04. Interest. Interest on the Certificates shall be payable semiannually on each Interest Payment Date to and including the date of final principal payment (or provision therefor under Section 14.01 hereof) or prepayment, whichever is earlier, determined on the Original Purchaser's aggregate payments for the single Certificates from the respective date(s) thereof, as such payments and dates thereof are endorsed on the single Certificates. Such interest shall represent the portion of Installment Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date. The portion of Installment Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Installment Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate. Interest shall be calculated on the basis of a year of 365 days and actual days elapsed. Each semiannual payment of interest shall be in the amount of one-half of the annual amount of interest due. Unless otherwise requested by the registered owner, principal installments and interest hereon are payable by the Pre- Authorized Debit (PAD) payment process.

Interest on any Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless

(i) such Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or

(ii) such Certificate is executed after the close of business on the 15th day of the month immediately preceding the following Interest Payment Date and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or

(iii) such Certificate is executed on or before June 15, 2016, in which event interest shall be payable from the date of delivery thereof;

provided, however, that if at the time of execution of any Certificate, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Payment of interest with respect to any Certificate shall be made to the person appearing on the registration books of the Trust Administrator as the Owner thereof as of the

15th day of the month preceding such Interest Payment Date, such interest to be paid by wire transfer (in the electronic funds transfer manner specified by the Government if the Government is the Owner) or by check mailed by first class mail to the Owner at the Owner's address as it appears on such registration books.

So long as the Government is the Owner of the Certificates, the Trust Administrator shall make all payments with respect to the Certificates through the Preauthorized Debit (PAD) System, or any other electronic funds transfer system that may be specified by the Government from time to time.

Section 2.05. Form of Certificate; Legends. The Certificates shall be delivered in the form of fully registered Certificates, without coupons, in the Denomination Amount or any integral multiple thereof, except that one Certificate may contain any odd amount, and no Certificate may have principal maturing in more than one year. The Certificates shall be numbered in such manner as the Trust Administrator deems appropriate. At the option of the Original Purchaser of the Certificate, a single, fully-registered Certificate may be executed and delivered, in lieu of serial, registered Certificates, which single Certificate shall mature in installments of the same principal amounts and on the same dates as the registered Certificate it represents. The single Certificate shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein. The Certificates may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Trust Agreement as may be necessary or desirable to comply with custom, or otherwise.

Section 2.06. Execution. The Certificate shall be executed by and in the name of the Trust Administrator, at the written direction of the Authority, by the manual signature of an authorized signatory of the Trust Administrator.

Section 2.07. Transfer and Exchange. The following shall apply to transfers and exchanges of Certificates, provided that no transfer or exchange of Certificates shall be required to be made during the 15 days prior to the date of selection of Certificates for prepayment, or of any Certificate selected for prepayment:

(a) Transfer of Certificate. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.11 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trust Administrator, duly executed. Whenever any Certificate shall be surrendered for transfer, the Trust Administrator shall deliver a new Certificate or Certificates of the same maturity, interest rate and aggregate principal amount in authorized denominations to the transferee thereof. The Trust Administrator may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

(b) Exchange of Certificate. Certificates may be exchanged at the Principal Trust Office, for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. The Trust Administrator may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Section 2.08. Certificate Mutilated, Lost, Destroyed or Stolen. If any Certificate becomes mutilated, the Trust Administrator, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like maturity and principal amount in authorized denominations in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trust Administrator of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trust Administrator shall be canceled by it and destroyed in accordance with Section 14.07 hereof, and the Trust Administrator shall deliver a certificate of destruction to the City.

If any Certificate becomes lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trust Administrator and, if such evidence is satisfactory to the Trust Administrator and if an indemnity satisfactory to the Trust Administrator and the Authority shall be given, the Trust Administrator, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trust Administrator shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen.

The Trust Administrator may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trust Administrator in carrying out the duties under this Section.

Any Certificate delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificate secured by this Trust Agreement. The Trust Administrator shall not be required to treat both the original Certificate and any substitute Certificate as being Outstanding for the purpose of determining the principal amount of Certificate which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificate Outstanding hereunder; the Trust Administrator shall consider only the substitute Certificate as Outstanding for such purpose. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trust Administrator may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trust Administrator.

Section 2.09. Payment. Except as otherwise provided herein, payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Registration Books as of such Regular Record Date. The principal and prepayment price with respect to the Certificate at maturity or upon prior prepayment shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificate at the Principal Trust Office. If the Government is the Owner of the single, fully-registered Certificate, surrender shall not be required for payment, except for final payment.

Section 2.10. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificate. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the

holding and ownership of Certificate shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or such Owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before such notary or officer the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of the authority of such officer or member.

(b) The fact of the holding of Certificate by any Owner and the amount, the maturity and the numbers of such Certificate and the date of his holding the same may be proved by reference to the Certificate Register maintained by the Trust Administrator provided for in Section 2.11 hereof. The Trust Administrator may conclusively assume that such ownership continues until transfer as provided in Section 2.07(a) hereof.

(c) Nothing contained in this Article II shall be construed as limiting the Trust Administrator to such proof, it being intended that the Trust Administrator may accept any other evidence of the matters herein stated which the Trust Administrator may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trust Administrator in pursuance of such request or consent.

Section 2.11. Certificate Register. The Trust Administrator will keep or cause to be kept, at the Principal Trust Office, sufficient books for the registration and transfer of the Certificates which shall be open at all reasonable times with reasonable prior notice during normal business hours of the Trust Administrator to inspection by the City and the Authority; and, upon presentation for such purpose, the Trust Administrator shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

Section 2.12. CUSIP Numbers. The Trust Administrator, the City and the Authority shall not be liable for any defect or inaccuracy in any CUSIP number that appears on any Certificate or in any prepayment notice. The Trust Administrator may, in its discretion, include in any prepayment notice a statement to the effect that any CUSIP numbers on the Certificates have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Trust Administrator, the City nor the Authority shall be liable for any inaccuracies in such numbers.

CUSIP numbers shall not be required if the Government is the Original Purchaser of a single, fully registered Certificate.

ARTICLE III CONSTRUCTION FUND

Section 3.01. Construction Fund. The Trust Administrator shall establish the Construction Fund; shall keep the Construction Fund separate and apart from all other funds, accounts and moneys held by the Trust Administrator; and shall administer the Construction Fund as provided herein.

There shall be deposited in the Construction Fund all of the proceeds of sale of the Certificates (\$2,363,000), and any other funds from time to time deposited with the Trust Administrator for deposit in the Construction Fund, in each case in the installments as and when disbursed by the Original Purchaser.

Section 3.02. Payment of Construction Costs.

(a) Amounts in the Construction Fund shall be disbursed for Construction Costs.

(b) The Trust Administrator shall disburse moneys in the Construction Fund to pay Construction Costs only upon receipt of a sequentially numbered requisition, the form of which is attached as Exhibit C, with bills, invoices or statements attached, signed by a City Representative (and, if required, by the Government as the Certificate Owner).

(c) The Trust Administrator shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Construction Fund for the payment of Construction Costs in accordance with this Section, but the Trust Administrator shall not be responsible for such requisitions.

Section 3.03. Payment of Delivery Costs.

(a) Amounts in the Construction Fund shall also be disbursed by the Trust Administrator to pay the Delivery Costs.

(b) The Trust Administrator shall disburse moneys in the Construction Fund to pay the Delivery Costs only upon a receipt of a sequentially numbered requisition, the form of which is attached as Exhibit C, with bills, invoices or statements attached, signed by a City Representative (and, if required, by the Government as the Certificate Owner).

(c) The Trust Administrator shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Construction Fund for the payment of Delivery Costs in accordance with this Section, but the Trust Administrator shall not be responsible for such requisitions.

(d) Any moneys not expended to pay Delivery Costs shall be used to pay the costs of the Project.

Section 3.04. Transfers of Unexpended Proceeds. The Trust Administrator is hereby directed that all unexpended moneys remaining in the Construction Fund and not identified in writing by a City Representative and by the Owner to be required for payment of Construction Costs or other capital improvements (the "Unexpended Proceeds") shall, on the date of

completion of the Project or as soon thereafter as the Trust Administrator is so notified, be transferred to the Installment Payment Fund and applied to the prepayment of the Certificates.

ARTICLE IV PREPAYMENT OF CERTIFICATE

Section 4.01. Prepayment.

(a) **Generally.** The Certificates shall not be subject to prepayment prior to maturity, except in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

(b) **Prepayment From Net Proceeds of Insurance and Condemnation and from Unexpended Proceeds.** The Certificates are subject to prepayment in whole on any date and in part on any Interest Payment Date from the (i) Net Proceeds of any insurance or condemnation award and (ii) Unexpended Proceeds, which are, in either case deposited in the Installment Payment Fund and credited towards the prepayment made by the City pursuant to Section 4.03 of the Installment Sale Agreement, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium.

(c) **Optional Prepayment.** In addition, the Certificates are subject to prepayment in whole or in part on any date, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, from the proceeds of optional prepayments made by the City pursuant to the Installment Sale Agreement.

Section 4.02. Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates are called for prepayment, the Trust Administrator shall select the Certificates to be prepaid for prepayment in any order of maturity selected by the City and by lot within a maturity. The Trust Administrator shall promptly notify the City and the Authority in writing of the Certificates so selected for prepayment.

So long as the Government is the sole owner of the Certificates, prepayment shall be made in inverse order of maturity.

Section 4.03. Notice of Prepayment.

(a) **General.** Notice of any such prepayment shall be given by the Trust Administrator on behalf and at the expense of the City by mailing a copy of a prepayment notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for prepayment to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register maintained by the Trust Administrator; provided, however, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of the Certificates.

(b) **Contents.** All notices of prepayment shall be dated and shall state:

(i) the prepayment date,

(ii) the prepayment price,

(iii) if less than all Outstanding Certificates are to be prepaid, the identification (and, in the case of partial prepayment, the respective principal amounts) of the Certificates to be prepaid,

(iv) that on the prepayment date the prepayment price will become due and payable with respect to each such Certificates or portion thereof called for prepayment, and that interest with respect thereto shall cease to accrue from and after said date,

(v) the place where such Certificates are to be surrendered for payment of the prepayment price, which place of payment shall be the Principal Corporate Trust Office.

(c) Deposit. Prior to the mailing of any prepayment notice (other than a prepayment notice relating to Certificates that are the subject of an advance refunding), the City shall deposit, or cause to be deposited, with the Trust Administrator an amount of money sufficient to pay the prepayment price of all the Certificates or portions of Certificates which are to be prepaid on the applicable prepayment date.

In the case of a prepayment notice relating to Certificates that are the subject of an advance refunding, the City shall deposit, or cause to be deposited, with the Trust Administrator on or prior to the applicable prepayment date, an amount of money sufficient to pay the prepayment price of all the Certificates or portions of Certificates which are to be prepaid on such prepayment date.

(d) Prepayment. Notice of prepayment having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the City shall default in the payment of the prepayment price) interest with respect to such Certificates or portions of Certificates shall cease to be payable.

Upon surrender of such Certificates for prepayment in accordance with said notice, such Certificates shall be paid by the Trust Administrator at the prepayment price. Installments of interest due on or prior to the prepayment date shall be payable as herein provided for payment of interest. Upon surrender for any partial prepayment of any Certificates, there shall be executed and delivered for the Owner a new Certificate or Certificates of the same maturity in the amount of the unprepaid principal.

All Certificates which have been prepaid shall be canceled by the Trust Administrator, shall not be reissued and shall be destroyed pursuant to Section 14.07.

If the Government is the Owner, prepayment shall be endorsed on the single, fully registered Certificates registered to the Government.

(e) CUSIP. The Trust Administrator shall have no responsibility for a defect in the CUSIP number that appears on any Certificates or in the prepayment notice. The prepayment notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of

Certificates Owners and that the Trust Administrator and the City shall not be liable in any way for inaccuracies in said numbers.

Section 4.04. Partial Prepayment of Certificates. Upon surrender of any Certificate prepaid in part only, the Trust Administrator shall execute and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Effect of Notice of Prepayment. After notice has been given and the moneys for the prepayment, including interest to the applicable Interest Payment Date and premium, if any, having been set aside in the Installment Payment Fund, the Certificates to be redeemed shall become due and payable on the Interest Payment Date, and, upon presentation and surrender thereof at the Principal Trust specified in such notice, such Certificates shall be paid at the unpaid principal amount with respect thereto, and any unpaid and accrued interest to the Interest Payment Date.

If, on the Interest Payment Date, moneys for the prepayment of all the Certificates to be prepaid, together with interest to such Interest Payment Date, shall be held by the Trust Administrator so as to be available therefor on such Interest Payment Date, and, if notice of prepayment thereof shall have been given, then, from and after such Interest Payment Date, interest with respect to the Certificates to be prepaid shall cease to accrue and become payable. If such moneys shall not be so available on the Interest Payment Date, interest with respect to such Certificate shall continue to be payable at the same rates as it would have been payable had the Certificates not been called for prepayment. All moneys held by or on behalf of the Trust Administrator for the prepayment of particular Certificate shall be held in trust for the account of the Owners of the Certificate so to be prepaid. The Trust Administrator shall not be liable for any interest earned on the amounts so held.

Section 4.06. Purchase of Certificates. In lieu of prepayment of Certificates as provided in this Article IV, amounts held by the Trust Administrator for such prepayment may also be used on any Interest Payment Date, upon receipt by the Trust Administrator at least 90 days prior to the next scheduled Interest Payment Date of the written request of a City Representative, for the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the City may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificate were prepaid; *provided, however,* that no Certificate shall be purchased in lieu of prepayment with a trade settlement date less than 75 days prior to the relevant prepayment date. The aggregate principal amount of Certificates of the same maturity purchased in lieu of prepayment pursuant to this Section 4.06 shall not exceed the aggregate principal amount of Certificates of such maturity which would otherwise be subject to such prepayment. Remaining moneys, if any, shall be deposited in the Installment Payment Fund.

ARTICLE V
INSTALLMENT PAYMENTS; INSTALLMENT PAYMENT FUND

Section 5.01. Assignment of Rights in Installment Sale Agreement.

(a) Assignment by the Authority. The Authority, for good and valuable consideration, does hereby irrevocably assign and transfer to the Trust Administrator, for the benefit of the Owner of the Certificates, all of its rights and interest in the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including, without limitation, its rights to receive and collect Installment Payments from City under the Installment Sale Agreement, its rights to the pledge of Net Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Project and the right to exercise such rights and remedies as are conferred on the Authority by the Installment Sale Agreement as may be necessary to enforce payment of the Installment Payments when due or otherwise to protect its interests in the event of a default by the City.

(b) Acceptance by the Trust Administrator. The Trust Administrator hereby accepts such assignment in trust for the purpose of securing, equally and proportionately, such payments and rights to the Owner of the Certificates delivered pursuant to this Trust Agreement, all subject to the provisions of this Trust Agreement.

(c) Application of Installment Payments. The Installment Payments shall be applied, and the rights assigned by the Authority to the Trust Administrator shall be exercised, by the Trust Administrator as provided in this Trust Agreement for the benefit of the Owner of the Certificates.

All Installment Payments, prepayments and such other amounts which the Authority may at any time be entitled to shall be paid directly to the Trust Administrator and, if the Authority receives or collects Installment Payments, such payments shall be deemed to be held or to have been collected or received by the Authority as agent of the Trust Administrator.

Section 5.02. Establishment of Installment Payment Fund. The Trust Administrator shall establish the Installment Payment Fund. All moneys at any time deposited by the Trust Administrator in the Installment Payment Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates, and shall secure payment of the Certificates.

So long as any Certificates are Outstanding, neither the City nor the Authority shall have any beneficial right or interest in the Installment Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trust Administrator as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Installment Payment Fund all Installment Payments and prepayments received by the Trust Administrator, including any moneys received by the Trust Administrator for deposit therein pursuant to Sections 4.06, 6.04 or 6.05 hereof or Article IV of the Installment Sale Agreement, and any other moneys required to be deposited therein pursuant to the Installment Sale Agreement or pursuant to this Trust Agreement.

Section 5.04. Application of Moneys. All amounts in the Installment Payment Fund shall be used and withdrawn by the Trust Administrator solely for the purpose of paying principal and interest with respect to the Certificates as they become due and payable, in accordance with the provisions of Article II hereof.

Section 5.05. Surplus. Any surplus remaining in the Installment Payment Fund, after payment of all Certificates, and accrued interest (if any) and payment of any applicable fees, costs and expenses to the Trust Administrator, or provision for such prepayment or payment having been made to the satisfaction of the Trust Administrator, shall be withdrawn by the Trust Administrator and remitted to the City.

ARTICLE VI RESERVE FUND

Section 6.01. Establishment of Reserve Fund . The Trust Administrator shall establish the Reserve Fund, which the Trust Administrator shall keep separate and apart from all other funds and moneys held by the Trust Administrator. All moneys at any time on deposit in the Reserve Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates, and applied solely as provided herein.

Section 6.02. Deposits. There shall be deposited into the Reserve Fund the amounts specified in Section 3.11 of the Installment Sale Agreement.

Section 6.03. Transfers in Excess of Reserve Requirement. The Trust Administrator shall, on or before each January 1 and July 1, transfer any moneys in the Reserve Fund in excess of the applicable Reserve Requirement to the Project Fund or to the Installment Payment Fund, as provided in Section 8.03 hereof.

Section 6.04. Application in Event of Deficiency in the Installment Payment Fund. If, on any Interest Payment Date, the moneys available in the Installment Payment Fund do not equal the amount of the principal, interest and prepayment premium (if any) with respect to the Certificates then coming due and payable, the Trust Administrator shall apply the moneys available in the Reserve Fund to make delinquent Installment Payments on behalf of the City and transfer the amount necessary for this purpose to the Installment Payment Fund. Upon receipt of any delinquent Installment Payment with respect to which moneys have been advanced from the Reserve Fund such Installment Payment shall be deposited in the Reserve Fund to the extent of such advance.

Section 6.05. Transfer to Make All Installment Payments. If on any Installment Payment Date, the moneys on hand in the Reserve Fund and the Installment Payment Fund are sufficient to pay all of the Outstanding Certificates, including all principal and interest, the Trust Administrator shall, upon the written direction of a City Representative, accompanied by all amounts then on hand in the Reserve Fund, deposit such funds in the Installment Payment Fund to be applied to the payment of the Installment Payments or prepayments on behalf of the City with respect to such Certificates, and such moneys shall be distributed to the Owners of such Certificates in accordance with Article II and Article IV of this Trust Agreement.

Section 6.06. Replenishment of Reserve Fund. The City shall maintain or cause to be maintained in the Reserve Fund amounts equal to the amounts required to be deposited therein pursuant to Section 3.11 of the Installment Sale Agreement, and thereafter the amount of the applicable Reserve Requirement.

If, on any date of computation, amounts on hand in the Reserve Fund are less than such required amounts because of a transfer therefrom made in accordance with Section 6.04 hereof, the City shall pay to the Trust Administrator, within one year from the date of such deficiency if caused by a drawing from Net Revenues, an amount necessary to bring the amounts on deposit in the Reserve Fund to the amount required to be maintained therein; provided, however, that the period of time permitted herein for the replenishment of the Reserve Fund by the City shall not affect any other provision of this Trust Agreement.

ARTICLE VII
INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award. Any Net Proceeds of insurance against accident to or destruction of any structure constituting any part of the Project collected by the City in the event of any such accident or destruction shall be transferred by the City to the Trust Administrator pursuant to Section 5.07 of the Installment Sale Agreement and the Trust Administrator shall deposit such moneys in a special fund designated as the "Insurance and Condemnation Fund" to be applied and disbursed by the Trust Administrator as provided in Section 5.07(a) of the Installment Sale Agreement.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Project is taken by eminent domain (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be transferred by the City to the Trust Administrator for deposit in the Insurance and Condemnation Fund pursuant to Section 5.07(b) of the Installment Sale Agreement and shall be applied and disbursed by the Trust Administrator as follows:

(a) If the City determines that such eminent domain proceedings have not materially affected the operation of the Project, or the ability of the City to meet any of its obligations under the Installment Sale Agreement, and if the City determines that such proceeds are:

(i) not needed for repair, replacement or rehabilitation of the Project, upon receipt of a written certificate from the City the Trust Administrator shall transfer such proceeds to the Installment Payment Fund to be credited towards the prepayments required to be paid pursuant to Section 10.03 of the Installment Sale Agreement and applied to the prepayment of Certificate in the manner provided in Article IV hereof, or

(ii) needed for repair or rehabilitation of the Project, upon receipt of a written certificate from the City the Trust Administrator shall pay to the City, or to its order, from said proceeds such amounts as the City may expend for such repair or rehabilitation, upon the filing with the requisitions of the City Representative, substantially in the form described in Section 3.02 in connection with the payment of Construction Costs.

(b) If (i) less than all of the Project is taken in such eminent domain proceedings, and if the City determines that such eminent domain proceedings have materially affected the operation of the Project or the ability of the City to meet any of its obligations under the Installment Sale Agreement or (ii) all of the Project is taken in such eminent domain proceedings, then upon receipt of written instruction from the City the Trust Administrator shall transfer such proceeds to the Installment Payment Fund to be credited toward the prepayment required to be paid pursuant to Section 4.03 of the Installment Sale Agreement and applied to the prepayment of Certificate in the manner provided in Article IV hereof.

Section 7.03. Excess Net Proceeds. After all of the Certificates have been retired and the entire amount of principal and interest with respect to the Certificates and any remaining

fees and expenses of the Trust Administrator have been paid in full, the Trust Administrator shall transfer any remaining funds to the City.

Section 7.04. Cooperation. The Authority shall cooperate with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Installment Sale Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof.

ARTICLE VIII MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trust Administrator under this Trust Agreement, except for those held in the Construction Fund and the Delivery Cost Fund, are irrevocably held in trust for the benefit of the Owner(s) of the Certificates, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either the Authority, the Trust Administrator or the City or any Owner of Certificates, or any of them until after the Certificates have been paid in full.

Section 8.02. Investments Authorized. Moneys held by the Trust Administrator hereunder shall be invested and reinvested by the Trust Administrator, to the maximum extent practicable, in Permitted Investments. Unless otherwise directed, the Trust Administrator shall invest the affected moneys in Permitted Investments described in paragraph (g) of the definition thereof.

A City Representative may, by written order filed with the Trust Administrator, direct investment of moneys held by the Trust Administrator in specific Permitted Investments. Investments purchased with moneys on deposit in the Reserve Fund shall have a term not greater than five years. Investments, if registrable, shall be registered in the name of and held by the Trust Administrator or the Trust Administrator's nominee.

The Trust Administrator may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trust Administrator may act as principal or agent in the making or disposing of any investment.

The Trust Administrator shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Article VIII.

The Trust Administrator shall be entitled to rely conclusively upon the written instructions of a City Representative directing investments as to the fact that each investment is permitted by the laws of the State and constitutes a Permitted Investment hereunder, and the Trust Administrator shall not be required to make further investigation with respect thereto.

To the extent that any of the requirements concerning any Permitted Investment embodies a legal conclusion, the Trust Administrator shall be entitled to conclusively rely upon a certificate from the appropriate party or an opinion of counsel to such party that such requirement has been met.

Section 8.03. Allocation of Earnings. All interest or income received by the Trust Administrator on investment of the Construction Fund and the Installment Payment Fund shall, as received, be retained in the each respective fund.

Amounts retained in the Installment Payment Fund pursuant to this Section 8.03 shall be applied as a credit against the Installment Payment due by the City pursuant to the Installment Sale Agreement on the Installment Payment Date following the date of deposit.

All interest or income received by the Trust Administrator on investment of the Reserve Fund shall be retained in the Reserve Fund if amounts on deposit in the Reserve Fund are less than the applicable Reserve Requirement. Pursuant to Section 6.03 hereof, if amounts then on deposit in the Reserve Fund equal or exceed the Reserve Requirement, such excess shall, as received, be transferred, prior to the date of completion of the Project, to the Construction Fund, and after the date of completion of the Project, shall be transferred to the Installment Payment Fund and shall be applied as a credit against the Installment Payment due by the City pursuant to the Installment Sale Agreement on the Installment Payment Date following the date of deposit.

Transfers to the Installment Payment Fund from the Reserve Fund shall be made by the Trust Administrator on or prior to each Installment Payment Date.

Section 8.04. Accounting. The Trust Administrator shall furnish to the City a semi-annual accounting of all investments, transactions and disbursements made by the Trust Administrator. The Trust Administrator may commingle, at its sole discretion, any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trust Administrator hereunder shall be accounted for separately notwithstanding such commingling by the Trust Administrator.

Section 8.05. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 8.05, the City covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Tax Code) .

ARTICLE IX THE TRUST ADMINISTRATOR

Section 9.01. Appointment of Trust Administrator. The Trust Administrator is hereby appointed by the Authority and the City for the purpose of receiving all moneys required to be deposited with the Trust Administrator hereunder and to allocate, use and apply the same as provided in this Trust Agreement.

(a) General. The Trust Administrator is hereby authorized to pay or redeem the Certificates when duly presented for payment at maturity, or on prepayment, and to cancel all Certificates upon payment thereof. The Trust Administrator shall keep accurate records of all funds administered by it and of all Certificates paid and discharged. The Trust Administrator shall be compensated for its services rendered pursuant to the provisions of this Trust Agreement and shall be reimbursed for costs and expenses, including attorney's fees, incurred in connection therewith, subject to the provisions of any written agreement between the Trust Administrator and the City.

(b) Successor. So long as no Event of Default occurs and is continuing, the City may, with the written consent of the Owners, remove the Trust Administrator initially appointed, and any successor thereto, on 30 days' written notice and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company that is a corporation organized and doing business under the laws of any state, the City or the United States of America, authorized under such laws to exercise corporate trust powers, which has (or, in the case of a corporation included in a bank holding company system, the related bank holding company has) a combined capital and surplus of at least \$50,000,000, and is subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding.

If such corporation publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trust Administrator shall not be effective until written acceptance of appointment by the successor Trust Administrator.

(c) Resignation. The Trust Administrator may at any time resign by giving written notice to the Authority and the City and by providing notice by first class mail, postage prepaid, to the Owners at their addresses as shown on the Certificate registration books maintained by the Trust Administrator. Said mailing shall be made prior to the proposed effective date of resignation.

Upon receiving such notice of resignation, the City, with the written consent of the Owners, shall promptly appoint a successor Trust Administrator by an instrument in writing; *provided, however,* that if the City does not appoint a successor Trust Administrator within 30 days following receipt of such notice of resignation, the Authority may appoint a successor Trust Administrator and if the Authority does not appoint such successor Trust Administrator, the resigning Trust Administrator, at the expense of the

City, may petition any appropriate court having jurisdiction to appoint a successor Trust Administrator.

Any resignation or removal of the Trust Administrator and appointment of a successor Trust Administrator shall become effective upon acceptance of appointment by the successor Trust Administrator and receipt by the Trust Administrator of any fees and expenses due and payable to it.

Section 9.02. Liability of Trust Administrator. The recitals of facts, covenants and agreements herein and in the Certificates contained shall be taken as statements, covenants and agreements of the Authority and the City, and the Trust Administrator neither assumes any responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Trust Agreement or of the Certificates nor shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon the Trust Administrator.

Section 9.03. Merger or Consolidation. Any company into which the Trust Administrator may be merged or converted or with which any of them may be consolidated or any company resulting from any merger, conversion or consolidation to which any of them shall be a party or any company to which the Trust Administrator may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trust Administrator without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.04. Protection and Rights of the Trust Administrator.

(a) Good Faith. The Trust Administrator shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trust Administrator shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

(b) Ownership Claims. The Trust Administrator shall not be bound to recognize any person as an Owner of any Certificate or to take any action at such Owner's request unless such Certificate shall be deposited with the Trust Administrator or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trust Administrator.

(c) Counsel. The Trust Administrator may consult with counsel, who may be counsel to the City, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(d) Proof. Whenever in the administration of its duties under this Trust Agreement, the Trust Administrator shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter

(unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the Written Certificate of the City Representative or Authority Representative and such Written Certificate shall be full warranty to the Trust Administrator for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trust Administrator may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(e) Owner. The Trust Administrator may become the Owner of the Certificates with the same rights it would have if it were not Trust Administrator; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trust Administrator; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(f) Powers and Liability. The Trust Administrator may execute any of the powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of its duty hereunder, and the Trust Administrator shall not be liable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trust Administrator shall not be liable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(g) Limits of Liability. The Trust Administrator undertakes to perform such duties, and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trust Administrator. No provision in this Trust Agreement shall require the Trust Administrator to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. In accepting the duties hereby enumerated, the Trust Administrator acts solely as Trust Administrator for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the City or the Authority having any claim against the Trust Administrator arising from the Trust Agreement shall look only to the funds and accounts held by the Trust Administrator hereunder for payment except as otherwise provided herein. Under no circumstances shall the Trust Administrator be liable in its individual capacity for the obligations evidenced by the Certificates. The Trust Administrator shall not be liable in its individual capacity with respect to any action taken or omitted to be taken by the Trust Administrator in good faith in accordance with the written request of the Owners of the Certificates.

(h) No Representations. The Trust Administrator makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project. In no event shall the Trust Administrator be liable for incidental, indirect, special or consequential damages in connection with or arising from

the Installment Sale Agreement or Trust Agreement for the existence, furnishing or use of the Project.

(i) Enforcement; Knowledge. The Trust Administrator shall not be responsible for the sufficiency or enforceability of the Installment Sale Agreement or the assignment under the Trust Agreement of its rights to receive Installment Payments. The Trust Administrator shall not be deemed to have knowledge of any Event of Default hereunder or under the Installment Sale Agreement except failure by the City to make Installment Payments unless the Trust Administrator is specifically notified in writing of such Event of Default.

(j) Released and Unclaimed Funds. The Trust Administrator shall not be accountable for the use or application by the City or any other party of any funds which the Trust Administrator has released under this Trust Agreement. Subject to applicable escheat laws, any amounts unclaimed two years after the final prepayment or maturity date of the Certificates, whichever occurs first, shall be paid by the Trust Administrator to the City, and thereafter, the Owner of any Certificates remaining unpaid shall look to the City for the payment of such Certificates.

Section 9.05. Appointment of Trustee. In the event that an Event of Default shall occur or if it shall otherwise be necessary for the Trust Administrator to enforce payment of the Installment Payments, prepayments or any other amount required to be deposited into the Installment Payment Fund or the Insurance and Condemnation Fund, or to exercise any of the remedies set forth in Article XIII hereof, or if it is determined that the Trust Administrator is unable to perform any of the other duties hereunder, the City, with the written consent of the Government as the Owner, shall appoint a Trustee to succeed to the duties and responsibilities of the Trust Administrator hereunder, such appointment to be effective immediately upon written notice thereof to the Trust Administrator. Any Trustee appointed in such circumstances shall meet the requirements of the third paragraph of Section 9.01 hereof. Upon such appointment, the term "Trust Administrator" in this Agreement shall also refer to such Trustee.

**ARTICLE X
MODIFICATION OR AMENDMENT OF AGREEMENTS**

Section 10.01. Amendments Permitted.

(a) With Consent. This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least 60% in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03, shall have been filed with the Trust Administrator.

No such modification or amendment may:

(1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or

(2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Installment Sale Agreement, or

(3) modify any of the rights or obligations of the Trust Administrator without its written assent thereto.

Any such supplemental agreement shall become effective as provided in Section 10.02.

(b) Without Consent. This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only

(1) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or

(2) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interest of the Owners of the Certificates, or

(3) if and to the extent specified in an opinion of nationally recognized bond counsel filed with the City, the Authority and the Trust Administrator, to make such additions, deletions or modifications as may be necessary to assure compliance with section 148(f) of the Tax Code or otherwise as may be

necessary to assure exclusion from gross income for purposes of federal income taxation of the interest component of Installment Payments.

Any such supplemental agreement shall become effective upon its execution and delivery by the parties hereto or thereto as the case may be.

(c) Counsel. The Trust Administrator may obtain an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trust Administrator may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners.

(a) General. This Trust Agreement or the Installment Sale Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is required pursuant to Section 10.01. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trust Administrator to the Owner of each Certificate at his address as set forth in the Certificate Register, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section 10.02.

(b) Effective. Such supplemental agreement shall not become effective unless there shall be filed with the Trust Administrator the written consent of the Owners of at least 60% in aggregate principal amount of the Certificate then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03) and a notice shall have been mailed as hereinafter provided in this Section 10.02. Each such consent shall be effective only if accompanied by proof of ownership of the Certificate for which such consent is given, which proof shall be such as is permitted by Section 2.11.

Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trust Administrator within five Business Days of the date when the notice of consent hereinafter in this Section 10.02 provided for has been mailed.

Any revocation received by the Trust Administrator later than five Business Days after such notice has been mailed shall be of no force and effect.

(c) Notice. After the Owners of the required percentage of Certificates have filed their consents to such supplemental agreement, the Trust Administrator shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement at the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto).

A record, consisting of the papers required by this Section 10.02 to be filed with the Trust Administrator, shall be conclusive proof of the matters therein stated until the

contrary is proved. Such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 10.03. Disqualified Certificate. Certificates owned or held by or for the account of the City or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the City (except any Certificate held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Installment Sale Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Installment Sale Agreement, as the case may be, for any and all purposes.

The City may adopt appropriate regulations to require each Certificate Owner, before such Owner's consent provided for in this Article X shall be deemed effective, to reveal the Certificates as to which such consent is given are disqualified as provided in Section 10.03.

Section 10.05. Endorsement or Replacement of Certificate Delivered After Amendments. The City may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trust Administrator, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for the purpose at the Principal Corporate Trust Office, a suitable notation shall be made on such Certificate. The City may determine that new Certificates, so modified as in the opinion of the City is necessary to conform to such Certificate Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Corporate Trust Office, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06. Amendatory Endorsement of Certificate. The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificate held by such Owner, provided that due notification thereof is made on such Certificate.

ARTICLE XI COVENANTS

Section 11.01. Compliance With and Enforcement of Installment Sale Agreement.

The City and the Authority covenant and agree with the Owners of the Certificates to perform all obligations and duties imposed on them under the Installment Sale Agreement and this Trust Agreement. The City or the Authority, immediately upon receiving or giving any notice or communication or other document in any way relating to or affecting their respective interests in the Project which may or can in any manner affect such interest, will deliver the same, or a copy thereof, to the Trust Administrator. The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Sale Agreement by the Authority thereunder.

Section 11.02. Payment of Taxes. The City will, subject to any right of challenge thereof, pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Project or any part thereof, promptly as and when the same shall become due and payable; and the City will keep the Trust Administrator advised in writing of such payments. The City will not suffer the Project, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor.

Section 11.03. Observance of Laws and Regulations. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it with respect to the Enterprise by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City with respect to the Enterprise to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04. Prosecution and Defense of Suits. The City shall promptly, upon request of the Trust Administrator or any Certificate Owner holding at least 25% in principal amount of the Certificates from time to time, take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, whether now existing or hereafter developing and shall, to the extent permitted by law, prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trust Administrator and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05. Further Assurances. The Authority, the City and the Trust Administrator (at the cost and request of the City or the Authority) will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

Section 11.06. Filing. The City shall be responsible for the filing of any supplemental instruments or documents of further assurance as may be required by law in order to perfect or

renew the security interests created by this Trust Agreement. Neither the Trust Administrator nor the Authority shall be responsible for such filing.

Section 11.07. Private Activity Bond Limitation. The City shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Installment Sale Agreement to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

Section 11.08. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Installment Sale Agreement to be “federally guaranteed” within the meaning of section 149(b) of the Tax Code.

Section 11.09. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Installment Sale Agreement.

Section 11.10. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Trust Administrator or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Installment Sale Agreement to be “arbitrage bonds” within the meaning of section 148 of the Tax Code.

Section 11.11. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.01. Limited Liability of City. Except for the payment of Installment Payments and prepayments when due in accordance with the Installment Sale Agreement and the performance of the other covenants and agreements of the City contained in said Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Installment Payments to the Owners by the Trust Administrator except as expressly set forth herein.

Section 12.02. No Liability of the Authority for Trust Administrator Performance. Neither the City nor the Authority shall have any obligation or liability to the other party or to the Owners of the Certificates with respect to the performance by the Trust Administrator of any duty imposed upon the Trust Administrator under this Trust Agreement.

Section 12.03. Indemnification of Trust Administrator. The City shall to the extent permitted by law indemnify and save the Trust Administrator, its officers, employees, directors and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of:

- (a) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the Authority or the City;
- (b) any breach or default on the part of the Authority or the City in the performance of any of their respective obligations under the Installment Sale Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Project;
- (c) any act of the Authority or the City or of any of their respective agents, contractors, servants, employees or licensees with respect to the Project;
- (d) any act of any assignee of, or purchaser from the Authority or the City or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project;
- (e) the acquisition, construction, installation and equipping of the Project or the authorization of payment of Construction Costs or Delivery Costs;
- (f) the actions of any other party, including but not limited to the ownership, operation or use of the Project by the Authority or the City,
- (g) the Trust Administrator's exercise and performance of its powers and duties hereunder, or
- (h) the offering and sale of the Certificates.

No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the

Trust Administrator, its officers or employees. The City's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trust Administrator.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Authority, the Trust Administrator and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Authority, the Trust Administrator and said Owners.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Trust Agreement, the Authority transfers, assigns and sets over to the Trust Administrator all of the Authority's rights under the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including without limitation the Authority's rights to exercise such rights and remedies conferred on the Authority pursuant to the Installment Sale Agreement as may be necessary or convenient

(i) to enforce payment of the Installment Payments, prepayments and any other amounts required to be deposited in the Installment Payment Fund or the Insurance and Condemnation Fund, and

(ii) otherwise to exercise the Authority's rights and take any action to protect the interests of the Trust Administrator or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default occurs, then and in each and every such case during the continuance of such Event of Default, the Trust Administrator may exercise any and all remedies available hereunder pursuant to law or granted pursuant to the Installment Sale Agreement.

Upon the occurrence of an Event of Default, the Trust Administrator may, and shall, at the written direction of the Owners of a majority of the principal amount of Certificates then Outstanding, by written notice to the City, declare the principal of the Installment Payments to be immediately due and payable, whereupon that portion of the principal of the Installment Sale Agreement thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Trust Agreement or in the Installment Payments to the contrary notwithstanding.

Remedies shall be cumulative with respect to the Trust Administrator and the Owners. If any remedial action is discontinued or abandoned, the Trust Administrator and the Owners shall be restored to their former positions.

Section 13.03. Application of Funds. All moneys received by the Trust Administrator pursuant to any right given or action taken under the provisions of this Article XIII or of Article VII of the Installment Sale Agreement, shall be applied by the Trust Administrator in the order following upon presentation of the several Certificates and the stamping thereon of the payment if only partially paid or upon the surrender thereof if fully paid:

(a) First, to the payment of the costs and expenses of the Trust Administrator hereunder (including, but not limited to, the costs and expenses of itself and its counsel) and, after such payment to the Trust Administrator, of the Certificate Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel, together with interest on all such amounts advanced as provided in the Installment Sale Agreement;

(b) Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and

installments of interest at the rate or rates specified in the respective Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and if such moneys are insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment first of interest unpaid and owing at the time of such Event of Default, and second to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trust Administrator in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trust Administrator shall deem most effectual to enforce any of its rights or duties hereunder.

Section 13.05. Non-waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement, or in the Certificates, shall affect or impair the obligation of the City, which is absolute and unconditional subject to Section 3.06 of the Installment Sale Agreement, to pay or prepay the Installment Payments as provided in the Installment Sale Agreement, or affect or impair the right of action, which is also absolute and unconditional, of the Certificate Owners to institute suit to enforce such payment. No delay or omission of the Trust Administrator or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trust Administrator or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trust Administrator or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trust Administrator or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trust Administrator to Control Proceedings. In the event that the Trust Administrator, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trust Administrator shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Certificates Outstanding hereunder

opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless

(a) such Owner has previously given to the Trust Administrator written notice of the occurrence of an Event of Default hereunder;

(b) the Owners of at least a majority in aggregate principal amount of all the Certificates then Outstanding make written request upon the Trust Administrator to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;

(c) said Owners have tendered to the Trust Administrator reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; provided, however, that so long as the Government is the sole Owner, this condition shall not apply; and

(d) the Trust Administrator refuses or omits to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trust Administrator.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Installment Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Authority, the Trust Administrator and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Authority, the Trust Administrator and the Owners.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Defeasance. The Outstanding Certificates may be paid and discharged in any one or more of the following ways:

(a) **Payment.** By paying or causing to be paid the principal with respect to and interest with respect to all Certificates Outstanding, as and when the same become due and payable;

(b) **Deposit.** By depositing with the Trust Administrator, in trust, at or before maturity, money which, together with the amounts then on deposit in the Installment Payment Fund and the Reserve Fund, is fully sufficient to pay all Certificates Outstanding, including all principal and interest;

(c) **Escrow.** By irrevocably depositing with the Trust Administrator or an escrow agent, in trust, cash or Defeasance Obligations in such amount as an independent nationally recognized certified public accountant shall determine in a written report delivered to the Trust Administrator or escrow agent will, together with the interest to accrue thereon and moneys then on deposit in the Installment Payment Fund and the Reserve Fund, if required, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Certificates (including all principal and interest) at or before their respective maturity dates; or

(d) **Security Deposit.** By depositing with the Trust Administrator, under an escrow deposit and trust agreement, security for the payment of Installment Payments as more particularly described in Section 4.05 of the Installment Sale Agreement, said security to be held by the Trust Administrator, as agent for City, and to be applied by the Trust Administrator to Installment Payments representing the obligation of the City under the Installment Sale Agreement, as described in Section 4.05 of the Installment Sale Agreement;

(e) **Effect.** Notwithstanding that any Certificates shall not have been surrendered for payment, all rights hereunder of the Owners of the Certificates and all obligations of the Authority, the Trust Administrator and the City under this Trust Agreement with respect to all Outstanding Certificates shall cease and terminate, except only the obligation of the Trust Administrator to pay or cause to be paid, from Installment Payments paid by or on behalf of the City from deposits pursuant to paragraphs (b) through (d) of this Section 14.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) through (d) of this Section 14.01, the Certificates shall continue to represent direct, undivided and fractional interests of the Owners thereof in Installment Payments under the Installment Sale Agreement.

(f) **Payment Date.** All monies held or deposited pursuant to subsections (b) through (d), above, shall be used to pay and prepay Certificates on the earliest possible date.

Section 14.07. Destruction of Canceled Certificate. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trust Administrator and the delivery to the City of any Certificate, the Trust Administrator may, in lieu of such cancellation and delivery, destroy such Certificate and deliver a certificate of such destruction to the City .

Section 14.08. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.09. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give to any person other than the Authority, the City, the Trust Administrator and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the City, the Trust Administrator and the Owners of the Certificates delivered hereunder.

Section 14.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.11. Payments Due on Other than Business Day. If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment may be made on the next succeeding Business Day with the same force and effect as if done on the date provided therefore herein.

Section 14.12. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement, any moneys held by the Trust Administrator in trust for the payment of the principal or interest due with respect to any Certificate and remaining unclaimed two years from the date of prepayment of such Certificate, or if the law shall have been changed and a City has notified the Trust Administrator of such change or the Trust Administrator notifies the City, then on the date 30 days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the City free from the trusts created by this Trust Agreement, and all liability of the Trust Administrator with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the City as aforesaid, the Trust Administrator may (at the cost and request of the City) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trust Administrator with respect to the amounts so payable and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof. The Trust Administrator shall not be liable for any interest on funds held by it. The City shall not be liable for any interest on the sums paid to it pursuant to this Section 14.11 and shall not be regarded as a Trust Administrator of such money.

Section 14.13. Separability of Invalid Provisions. If any one or more of the provisions contained in this Trust Agreement or in the Certificates is for any reason held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

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

FINANCE DIRECTOR OF THE CITY OF
WOODLAKE
as Trust Administrator

By _____
Finance Director

Attest

By _____
Secretary

WOODLAKE PUBLIC FINANCING
AUTHORITY

By _____
Executive Director

Attest

By _____
City Clerk

CITY OF WOODLAKE

By _____
City Administrator

EXHIBIT A

DEFINITIONS

“Authority” means the Woodlake Public Financing Authority.

“Authority Representative” means the Chairman, Vice Chairman, Executive Director, Treasurer, or any persons authorized to act on behalf of the Authority under or with respect to the Trust Agreement or the Installment Sale Agreement and identified as such to the Trust Administrator in writing.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Trust Administrator has its principal trust office are authorized or obligated by law or executive order to be closed.

“Certificate Register” means the registration books relating to the Certificate maintained by the Trust Administrator in accordance with Section 2.12 of the Trust Agreement.

“Certificates” means the \$2,363,000 City of Woodlake Certificates of Participation (2015 Water System Improvement Project), dated the Closing Date, executed and delivered pursuant to the Trust Agreement.

“City” means the City of Woodlake, California.

“City Representative” means the Mayor or Vice Mayor, the City Manager, the Finance Director, the City Clerk, the City Attorney, or any other official of the City authorized by the Council to act for the City.

“Closing Date” means _____, 2015, the date upon which there is a physical delivery of the Certificate in exchange for the amount representing the purchase price of all or the first advance of a portion of the purchase price of the Certificate by the Original Purchaser.

“Construction Costs” means the costs of the acquisition, construction, rehabilitation, equipping, improvement or financing of improvements to, or part of, the Enterprise constituting the Project.

“Construction Fund” means the fund of that name established pursuant to Article III of the Trust Agreement and held by the Trust Administrator.

“Council” means the City Council as the legislative body of the City.

“County” means Tulare County, California.

“Debt Service” means the scheduled amount of interest and amortization of principal payable with respect to the Certificates during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning or during such period.

“Defeasance Obligations” means (a) cash, or (b) non-callable Federal Securities.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the City or the Authority relating to the refinancing and financing of the Project from the proceeds of the Certificate, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges and first year’s administration fee of the Trust Administrator, Trust Administrator’s counsel fees and expenses, financing discounts, legal fees and charges, financial and other professional consultant fees, costs of rating agencies or credit ratings, fees for execution, transportation and safekeeping of the Certificates, travel expenses and charges and fees in connection with the foregoing.

“Denomination Amount” means the minimum denomination of the Certificate, which is \$500.

“Enterprise” means the entire water treatment and distribution system owned or operated by the City, including but not limited to all facilities, properties and improvements at any time owned or operated by the City for the acquisition, treatment and distribution of water, together with any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the City.

“Event of Default” means an event of default under Section 7.01 of the Installment Sale Agreement.

“Fair Market Value” means for purposes of valuing the Permitted Investments, the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term “fair market value” means the acquisitions price in a bona fide arm’s length transaction (as referenced above) if

(i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code,

(ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code,

(iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or

(iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest if the return paid by such fund is without regard to the source of investment.

The Trust Administrator shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of a City Representative in any written directions of a City Representative.

“Federal Securities” means direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) the United States of America, or obligations the timely payment of principal of and interest on which are guaranteed by, the United States of America.

“Fiscal Year” means any period of 12 consecutive months established by the City as its fiscal year and shall initially mean the period commencing July 1 of one year and ending on June 30 of the following year.

“Government” means the United States of America, acting through the Rural Utilities Service (or successor agency, bureau or division) of the United States Department of Agriculture.

“Gross Revenues” means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to connection charges and investment earnings on such charges, income and receipts. Gross Revenues shall *not* include (i) refundable deposits made to establish credit, (ii) the proceeds of any ad valorem property taxes, (iii) the proceeds of any special assessments or special taxes levied upon real property within any district established by the City for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Enterprise, and (iv) non-cash amounts recorded for accounting purposes representing imputed revenues from the sale of local water run-off.

“Independent Counsel” means an attorney or a firm of attorneys duly admitted to the practice of law before the highest court of the state in which he or such firm maintains an office and who is not an employee of the Authority, the Trust Administrator or the City.

“Installment Payment” means any payment required to be paid by the City to the Authority pursuant to Section 3.05 of the Installment Sale Agreement.

“Installment Payment Date” means each Interest Payment Date.

“Installment Payment Fund” means the fund designated “City of Woodlake Project Installment Payment Fund” established and held by the Trust Administrator pursuant to Article V of the Trust Agreement.

“Installment Sale Agreement” means the Installment Sale Agreement, dated as of the date of this Trust Agreement, by and between the Authority and the City, and any duly authorized and executed amendment or supplement thereto.

“Insurance and Condemnation Fund” means the fund by that name established pursuant to Article VII of the Trust Agreement and held by the Trust Administrator.

“Interest Payment Date” means January 1 and July 1 of each year, commencing July 1, 2016.

“Interest Rate” means the rate of interest to be paid on the Certificates which is 2.875% per annum.

“Net Proceeds” means any insurance proceeds or condemnation award paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

“Net Revenues” means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.

“Operation and Maintenance Expenses” means the reasonable and necessary costs and expenses paid by the City to maintain and operate the Enterprise, including but not limited to (a) costs of acquisition of water to be supplied by the Enterprise, (b) costs of electricity and other forms of energy supplied to the Enterprise, (c) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, and (d) the reasonable administrative costs of the City attributable to the operation and maintenance of the Enterprise. Operation and Maintenance Costs shall *not* include (i) debt service payments or other similar payments payable on obligations incurred by the City with respect to the Enterprise, including but not limited to the Installment Payments and payments on any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, (iii) amortization of intangibles or other bookkeeping entries of a similar nature, and (iv) book-keeping entries to reflect imputed expenses for local water run-off.

“Original Purchaser” means the Government as the first purchaser of the Certificates upon their delivery by the Trust Administrator on the Closing Date.

“Outstanding,” when used as of any particular time with respect to a Certificate, means (subject to the provisions of Section 10.03 of the Trust Agreement) all Certificates theretofore executed and delivered by the Trust Administrator under the Trust Agreement except:

(a) Certificates theretofore canceled by the Trust Administrator or surrendered to the Trust Administrator for cancellation;

(b) Certificates for the payment or prepayment of which funds or eligible securities in the necessary amount, including accrued interest thereon, shall have theretofore been deposited with the Trust Administrator (whether upon or prior to the maturity or prepayment date of such Certificate), provided that, if such Certificates are to be redeemed prior to maturity, notice of such prepayment has been given as provided in Section 4.03 of the Trust Agreement or provision satisfactory to the Trust Administrator shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trust Administrator pursuant to Section 2.09 of the Trust Agreement.

“Owner” or **“Certificate Owner”** or **“Owner of a Certificate,”** or any similar term, means the person or entity in whose name a Certificate is registered.

"Parity Obligations" means (i) the Installment Payments, (ii) the 2008 Installment Payments, and (iii) the payments made pursuant to any other indebtedness or other obligations (including leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues equally and ratably with the Installment Payments.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein, provided that the same are of appropriate maturity and acquired at Fair Market Value and provided, further, that the investments as defined in the then-current version of the City's investment policy shall control:

(a) Federal Securities;

(b) bonds, debentures or notes issued by any of the following: Banks for Cooperatives, Federal Land Banks or Federal National Mortgage Association (including participation certificate and Federal Farm Credit Banks Consolidated System Bonds);

(c) bonds or obligations of the State of California which are rated "AA" or better by S&P;

(d) interest bearing demand or time deposits (including certificates of deposit) in national banks, state banks, federal savings and loan associations or state chartered savings and loan associations, which have deposits insured by the Federal Deposit Insurance Corporation (the "FDIC"); provided, however, that the portion of such certificates of deposit in excess of the amount insured by the FDIC, if any, shall be with a provider whose short term S&P rating is "A-1+" or better;

(e) repurchase agreements with

(i) any institution with long-term debt rated in one of the two highest Rating Categories by S&P;

(ii) with any corporation or other entity that falls under the jurisdiction of the Federal Bankruptcy Code, provided that:

(A) the term of such repurchase agreement is less than one year or due on demand;

(B) the Trust Administrator has possession of the collateral;

(C) the market value of the collateral is maintained as follows:

(1) if valued daily and with a remaining maturity of (a) one year or less, at 102%; (b) five years or less, at 105%; (c) ten years or less, at 106%; (d) fifteen years or less, at 108%; and (e) thirty years or less, at 114%;

(2) if valued weekly and with a remaining maturity of (a) one year or less, at 103%; (b) five years or less, at 111%; (c) ten years or less, at 112%; (d) fifteen years or less, at 114%; and (e) thirty years or less, at 120%;

(3) if valued monthly and with a remaining maturity of (a) one year or less, at 106%; (b) five years or less, at 118%; (c) ten years or less, at 123%; (d) fifteen years or less, at 128%; and (e) thirty years or less, at 138%; and

(4) if valued quarterly and with a remaining maturity of (a) one year or less, at 107%; (b) five years or less, at 120%; (c) ten years or less, at 130%; (d) fifteen years or less, at 133%; and (e) thirty years or less, at 140%

(D) failure to maintain the requisite collateral levels will require the Trust Administrator to liquidate the collateral immediately;

(E) the repurchase securities must be obligations of, or fully guaranteed as to principal and interest by, the United States of America; and

(F) the repurchase securities are free and clear of any third party lien or claim; or

(iii) with financial institutions insured by the FDIC or any broker-dealer with "retail customers" which falls under the jurisdiction of the Securities Investors Protection Corp. ("SIPC"), provided that

(A) the market value of the collateral is maintained as described in (ii)(C) above;

(B) the Trust Administrator has possession of the collateral;

(C) the Trust Administrator has a perfected first priority security interest in the collateral;

(D) the collateral is free and clear of any third party lien or claim and, in the case of a broker-dealer with "retail customers" which falls under the jurisdiction of SIPC, the collateral was not acquired pursuant to a repurchase agreement or a reverse repurchase agreement;

(E) the repurchase securities must be obligations of, or fully guaranteed as to principal and interest by, the United States of America; and

(F) failure to maintain the requisite collateral levels will require the Trust Administrator to liquidate the collateral immediately; and

(f) money market funds consisting of Federal Securities, which are rated in the highest Rating Category by S&P; and

(g) the Local Agency Investment Fund of the State of California.

“Prepayment” means any payment applied towards the prepayment of the Installment Payments, in whole or in part, pursuant to Article X of the Installment Sale Agreement.

“Principal Amount” means the aggregate principal amount with respect to the Certificates, being \$2,363,000.

“Principal Trust Office” means the office of the Trust Administrator at the offices of the City in Woodlake, California, or at such other address designated by the Trust Administrator by written notice filed with the City and the Authority.

“Proceeds” when used with reference to the Certificate, means the face amount of the Certificate, plus accrued interest and premium, if any, less original issue discount, if any.

“Project” means the improvements to the Enterprise described in Exhibit B to the Installment Sale Agreement.

“Rating Category” means, with respect to any Permitted Investment, one or more of the generic categories of rating by S&P applicable to such Permitted Investment, without regard to any refinement or gradation of such rating category by a plus or minus sign.

“Regular Record Date” means the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day.

“Reserve Fund” means the fund of that name established under Article VI of the Trust Agreement and held by the Trust Administrator.

“Reserve Requirement” means, for the purpose of determining the maximum size of the Reserve Fund established in Section 6.01 of the Trust Agreement, the least of:

- (a) 10% of the Principal Amount of the Certificates;
- (b) 125% of average annual Debt Service for the Certificates; or
- (c) maximum annual Debt Service for the Certificates.

As of the Closing Date, the Reserve Requirement is \$_____.

“S&P” means Standard & Poor’s Ratings Group, a division of McGraw-Hill, Inc., New York, New York, or its successors.

“State” means the State of California.

“Subordinate Debt” means indebtedness or other obligations (including leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues subordinate to the Installment Payments.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Installment Sale Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Tax Code.

“Term of the Installment Sale Agreement” means the time during which the Installment Sale Agreement is in effect which begins on the Closing Date and ends on July 1, 2055, unless sooner terminated pursuant to the terms of the Installment Sale Agreement.

“Treasurer” means the person who is the City’s Finance Director or deputy or assistant thereto as the chief financial officer of the City.

“Trust Administrator” means the Treasurer, or any successor thereto, acting as Trust Administrator pursuant to the Trust Agreement.

“Trust Agreement” means this Trust Agreement, dated as of September 1, 2015, by and among the Trust Administrator, the Authority and the City, together with any amendments or supplements thereto permitted to be made thereunder.

“2008 Installment Payments” means the payments made by the City under an Installment Sale Agreement dated as of October 1, 2008, by and between the City and the Authority in the original principal amount of \$2,000,000.

“Written Certificate” of the City means a written certificate signed in the name of the City by a City Representative as contemplated by and containing the elements required by Section 1.03 of the Trust Agreement and Section 1.03 of the Installment Sale Agreement.

EXHIBIT B

FORM OF CERTIFICATE OF PARTICIPATION

No. R-1

\$2,363,000

**CERTIFICATES OF PARTICIPATION
(2015 Water System Improvements Project)
Evidencing the Direct, Undivided Fractional Interests of the Owner
Thereof in Installment Payments to be Made by the
CITY OF WOODLAKE
As the Purchase Price for Certain Property Pursuant
to an Installment Sale Agreement with the
WOODLAKE PUBLIC FINANCING AUTHORITY**

RATE OF INTEREST:
2.875%

DATED DATE:
_____, 2015

REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

PRINCIPAL AMOUNT: *** _____ DOLLARS***

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a direct, undivided fractional interest in installment payments (the "Installment Payments") payable under the Installment Sale Agreement dated as of September 1, 2015 (the "Installment Sale Agreement") by and between the WOODLAKE PUBLIC FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority duly organized and existing under the laws of the State of California and the CITY OF WOODLAKE (the "City"), a municipal corporation and general law city, organized and existing under the laws of the State of California. The Installment Payments and certain other rights and interests under the Installment Sale Agreement have been assigned to the Finance Director of the City, as trust administrator (the "Trust Administrator"), having an office in the location described in the Trust Agreement referred to below.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Installment Sale Agreement, on the Maturity Dates identified below, or any earlier prepayment date, the principal amounts identified below representing a direct, undivided fractional share of the portion of the Installment Payments designated as principal as follows:

Maturity Date (July 1)	Bond Numbers	Total Principal
<hr/>		

Maturity Date (July 1)	Bond Numbers	Total Principal
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
2053		
2054		
2055		
		<hr/> \$2,363,000

and to receive on July 1, 2016, and semiannually thereafter on January 1 and July 1 of each year (each an "Interest Payment Date") until payment in full of said principal the Registered Owner's direct, undivided fractional share of the Installment Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates. Interest represented hereby shall be payable at the above stated Rate of Interest from the Interest Payment Date next preceding the date of execution of this Certificate unless (a) this Certificate is authenticated after the close of business on the 15th day of the month immediately preceding an Interest Payment Date (a "Record Date") and on or before such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (b) unless this Certificate is authenticated on or before June 15, 2016, in which event interest shall be

payable from the Dated Date identified above. The Registered Owner's share of the portion of the Installment Payments designated as interest is the result of the multiplication of the share of the portion of the Installment Payments designated as principal as shown and endorsed on the attached Certificate of Advances of Payment from the United States of America, by the Rate of Interest per annum identified above. Principal represented hereby is payable in lawful money of the United States of America upon surrender hereof at the Office of the Trust Administrator, and interest represented hereby is payable by check or draft mailed by first class mail by the Trust Administrator on each Interest Payment Date to the Registered Owner at such Owner's address as it appears on the registration books of the Trust Administrator as of the preceding Record Date. Interest shall be calculated on the basis of a year of 365 days and actual days elapsed. Each semiannual payment of interest shall be in the amount of one-half of the annual amount of interest due. Unless otherwise requested by the registered owner, principal installments and interest hereon are payable by the Pre- Authorized Debit (PAD) payment process.

This single Certificate is issued in lieu of and represents the Certificates above-mentioned, all of like date, tenor and effect, but differing in amounts and maturities.

This Certificate is executed and delivered by the Trust Administrator pursuant to the terms of a Trust Agreement by and among the Trust Administrator, the Authority and the City, dated as of September 1, 2015 (the "Trust Agreement"). The City has certified that it is authorized to enter into the Installment Sale Agreement and the Trust Agreement under the laws of the State of California, for the purpose of paying and reimbursing the payment of the costs of certain public capital improvements. Reference is hereby made to the Installment Sale Agreement and the Trust Agreement (copies of which are on file at the Office of the Trust Administrator) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trust Administrator and the rights and obligations of the City under the Installment Sale Agreement, to all of the provisions of the Installment Sale Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The City is obligated under the Installment Sale Agreement to pay the Installment Payments from Net Revenues (as such term is defined in the Installment Sale Agreement). The obligation of the City to pay the Installment Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Installment Payments does not constitute a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificate is subject to optional prepayment in whole, or in part among maturities in any manner as directed by the City and by lot within a maturity, on any Business Day, from prepayments of the Installment Payments made at the option of the City pursuant to the Installment Sale Agreement, at a prepayment price equal to the aggregate principal components of the Installment Payments to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

The Certificate is subject to mandatory prepayment on any date, in whole, or in part, from unexpended proceeds of the Construction Fund established under the Trust Agreement and from the net proceeds of insurance or eminent domain proceedings, in either case deposited with the Trust Administrator, which are credited towards the prepayment of the Installment Payments pursuant to the Installment Sale Agreement, at a prepayment price equal

to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

As provided in the Trust Agreement, notice of prepayment shall be mailed by the Trust Administrator by first class mail, postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the Registered Owner of the Certificate, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided herefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

This Certificate is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trust Administrator, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations, representing the same aggregate principal amount and representing the same rate of interest and maturity date, will be delivered to the transferee in exchange herefor. The City, the Authority and the Trust Administrator may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the City, the Authority and the Trust Administrator shall not be affected by any notice to the contrary.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trust Administrator has no obligation or liability to the registered owners of the Certificates to make payments of principal, or interest with respect to the Certificates except from amounts on deposit for such purposes with the Trust Administrator. The Trust Administrator's sole obligations are to administer for the benefit of the registered owners of the Certificates the various funds and accounts established under the Trust Agreement and to perform the other duties expressly imposed upon it under the Trust Agreement.

The City has certified, recited and declared that all things, conditions and acts required by the laws of the State of California, the Installment Sale Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

This Certificate is given as evidence of a loan to the City made by the United States of America, acting through Rural Utilities Service, United States Department of Agriculture, pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of the Rural Utilities Service or any successor agency thereto and to its future regulations not inconsistent with the express provisions hereof.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by the Trust Administrator, acting pursuant to the Trust Agreement.

Executed as of the Dated Date first written above.

TRUST ADMINISTRATOR

By: _____
Finance Director
City of Woodlake

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

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

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) _____
_____ attorney, to transfer the same on the registration books of
the Trust Administrator with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name (s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Certificate of Advances of Payment from United States of America, acting through Rural Utilities Service, United States Department of Agriculture

The following advances have been paid to and received by the City in the amount and on the date(s) set forth below, as evidenced by the Trust Administrator's signature set forth below, as evidenced by said Trust Administrator's signature set forth opposite "Date of Advance" and "Amount of Advance."

<u>Date of Advance</u>	<u>Amount of Advance</u>	<u>Signature of The Trust Administrator</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Total principal sum of the within Certificate advanced as of _____, 200_ is \$_____.

Record of Prepayment in Advance of Maturity
of Certificates Represented by this Certificate

The Record of prepayment in advance of maturity on the registered Certificate shall be substantially as follows:

<u>Amount</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

EXHIBIT C

\$2,363,000

**CERTIFICATES OF PARTICIPATION
(2015 Water System Improvements Project)
Evidencing the Direct, Undivided Fractional
Interests of the Owner**

**Thereof in Installment Payments to be Made by the
CITY OF WOODLAKE**

**As the Purchase Price for Certain Property Pursuant
to an Installment Sale Agreement with the
WOODLAKE PUBLIC FINANCING AUTHORITY**

WRITTEN REQUISITION NO. ___ FOR DISBURSEMENT FROM CONSTRUCTION FUND

The undersigned hereby states and certifies that:

1. the undersigned is the duly appointed, qualified and acting _____ of the City of Woodlake, a municipal corporation organized and existing under the laws of the State of California (the "City"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;
2. the undersigned is a duly designated "City Representative", as such term is defined in that certain Trust Agreement, dated as of September 1, 2015 (the "Trust Agreement"), by and among the Finance Director of the City of Woodlake, as trust administrator (the "Trust Administrator"), Woodlake Public Financing Authority (the "Authority") and the City;
3. Under Section 3.02 or Section 3.03 of the Trust Agreement, the Trust Administrator is hereby requested to disburse this date, from the Construction Fund established under the Trust Agreement, to the payees set forth on Attachment I attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment of Construction Costs or Delivery Costs, as applicable.
4. The amounts to be disbursed constitute Construction Costs or Delivery Costs, as applicable; those amounts are required to be disbursed pursuant to a contract entered into therefor by or on behalf of the Authority or the City, or were necessarily and reasonably incurred; and said amounts are not being paid in advance of the time, if any, fixed for payment.
5. No amount set forth in this requisition was included in any requisition requesting disbursement previously filed with the Trust Administrator pursuant to Section 3.02 or Section 3.03 of the Trust Agreement.
6. Insofar as this requisition relates to payment for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered to the appropriate site for such purpose, or delivered for storage or fabrication at a place approved by the City.

7. If this requisition relates to payment to a contractor, no liens have been imposed on the Project as a result of said construction except liens that have not yet ripened or that would attach by operation of law.

8. any capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Trust Agreement.

Dated: _____, 2015

CITY OF WOODLAKE

By:

Title:_____

As Acknowledged by:
United States of America,
*acting through Rural Utilities Service, United
States Department of Agriculture*

By _____
Authorized Officer

ATTACHMENT I

Payee Name and Address

Purpose of Obligation

Amount

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAKE
AUTHORIZING THE EXECUTION AND DELIVERY OF CERTIFICATES
OF PARTICIPATION TO FINANCE WATER SYSTEM IMPROVEMENTS
AND APPROVING RELATED DOCUMENTS AND ACTIONS**

RESOLVED, by the City Council (the "Council") of the City of Woodlake (the "City"), that:

WHEREAS, the City, working together with the Woodlake Public Financing Authority (the "Authority"), proposes to finance certain improvements to the City's water system (the "Project"), as more particularly described in the hereinafter defined Installment Sale Agreement, and it is in the public interest and for the public benefit that the City authorize and direct execution of the Installment Sale Agreement and certain other financing documents in connection therewith; and

WHEREAS, the City and the Authority also desire to amend the Installment Sale Agreement dated as of October 1, 2008, previously entered into by and between the City and the Authority in connection with the City's \$2,000,000 Certificates of Participation (2008 Water System Improvement Project), in order to clarify the covenant regarding water system rates and charges; and

WHEREAS, the documents below specified have been filed with the City Clerk and the members of the Council, with the aid of its staff, have reviewed such documents;

NOW, THEREFORE, it is hereby **ORDERED and DETERMINED**, as follows:

Section 1. Certificates of Participation (2015 Water System Improvement Project) in an aggregate principal amount not to exceed \$2,363,000 (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents are hereby approved, and the Mayor or the City Administrator is hereby authorized and directed to execute those documents, with such changes, insertions and omissions as may be approved by such official, upon consultation with bond counsel, and the City Clerk is hereby authorized and directed to attest to such official's signature:

(a) the Installment Sale Agreement, relating to the Project, by and between the Authority, as seller, and the City, as purchaser (the "Installment Sale Agreement"), so long as the total principal amount of the Installment Sale Agreement does not exceed \$2,363,000; and

(b) The Trust Agreement, by and among the Authority, the City and the City Finance Director, as trust administrator (the "Trust Administrator"), relating to the financing, and the execution and delivery of the Certificates (the "Trust Agreement").

Section 3. An offer to purchase the Certificates, submitted to the City by the United States of America, acting through Rural Utilities Service, U.S. Department of Agriculture, is hereby approved, and the City Administrator is hereby authorized and directed to indicate the City's acceptance of such offer by the execution thereof, with such changes, insertions, and omissions as may be approved by such official, so long as the aggregate principal amount of the Certificates does not exceed \$2,363,000.

Section 4. The First Amendment to Installment Sale Agreement, by and between the City and the Authority, is hereby approved, and the Mayor or the City Administrator is hereby authorized and directed to execute the First Amendment to Installment Sale Agreement, with such changes, insertions and omissions as may be approved by such official, upon consultation with bond counsel, and the City Clerk is hereby authorized and directed to attest to such official's signature.

Section 5. The Mayor, Vice Mayor, the City Administrator, the Finance Director, the Treasurer, the City Clerk, the City Attorney and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to do any and all things and take any and all actions, as may be necessary to effect the purposes of this resolution and the financing herein authorized. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer or subsequently ratified by such officer as the person to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 6. This Resolution shall take effect upon its adoption.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the City Council of the City of Woodlake in regular meeting assembled on the _____ day of August, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Woodlake this ___th day of August, 2015.

City Clerk of the
City of Woodlake

LOAN RESOLUTION

(Public Bodies)

A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF WOODLAKE, CALIFORNIA, AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WATER FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____ City of Woodlake _____
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its certificates of participation in the principal amount of \$2,363,000 pursuant to the provisions of a resolution entitled "A Resolution of the City Council of the City of Woodlake Authorizing the Execution and Delivery of Certificates of Participation to Finance Water System Improvements and Approving Related Documents and Actions"; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of certificates of participation lawfully issued, in the event that no other acceptable purchaser for such certificates of participation is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its certificates of participation containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its certificates of participation upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its certificates of participation by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the certificates of participation or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the certificates of participation or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the certificates of participation or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair,

maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.

6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.

7. Not to defease the certificates of participation, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the certificates of participation.

8. To place the proceeds of the certificates of participation on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.

10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the certificates of participation if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the certificates of participation are held or insured by the Government or assignee. The provisions of sections 6 through 16 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council of the City of Woodlake, California, has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this _____ day of _____, 2015.

CITY OF WOODLAKE

By _____
Title: _____

Attest:

Title: City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as City Clerk of the City of Woodlake, hereby certify that the City Council of such Association is composed of five members, of whom, all constituting a quorum, were present at a meeting thereof duly called and held on the ____ day of _____, 2015; and that the foregoing resolution was adopted at such meeting by the vote shown above, I further certify that as of _____, 2015, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this ____ day of _____, 2015.

Title: City Clerk

FIRST SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

related to

\$2,000,000 Certificates of Participation (2008 Water System Improvement Project)

This FIRST SUPPLEMENTAL INSTALLMENT SALE AGREEMENT, made and entered into as of September 1, 2015, is by and between the WOODLAKE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California, as seller (the "Authority"), and the CITY OF WOODLAKE, a municipal corporation and general law city organized and existing under the laws of the State of California, as purchaser (the "City").

RECITALS

WHEREAS, the Authority and the City entered into an Installment Sale Agreement dated as of October 1, 2008 (the "2008 Installment Sale Agreement"), in connection with the execution and delivery of the certificates of participation captioned above (the "2008 Certificates") under a Trust Agreement dated as of October 1, 2008 (the "2008 Trust Agreement"), by and among the Authority, the City and the Finance Director of the City of Woodlake, as trust administrator (the "Trust Administrator");

WHEREAS, the registered owner of the 2008 Certificates is the United States of America, acting by and through the Rural Utilities Service of the United States Department of Agriculture (the "2008 Certificates Owner");

WHEREAS, the Authority and the City, with the consent of the 2008 Certificates Owner, as evidenced by its execution hereof, have determined to amend Section 3.08(a) of the 2008 Installment Sale Agreement relating to the covenant regarding rates and charges; and

WHEREAS, this Supplemental Installment Sale Agreement is being entered into under and in accordance with Section 10.01(a) of the 2008 Trust Agreement.

AGREEMENT

Section 1. Amendment.

Subsection (a) of Section 3.08 of the 2008 Installment Sale Agreement is deleted and replaced in its entirety with the new subsection (a) set forth below:

(a) The City hereby covenants that it shall prescribe, revise and collect such charges for the services and facilities of the Enterprise which, after allowances for contingencies and error in the estimates, will produce Net Revenues equal to at least 1.10 times the following:

- (i) the Installment Payments coming due and payable during such Fiscal Year,
- (ii) all payments required with respect to Parity Obligations, if any, and
- (iii) amounts required to replenish the Reserve Fund, as required by Section 6.06 of the Trust Agreement.

Section 2. Effectiveness. Notwithstanding the amendment herein, all other provisions of the 2008 Installment Sale Agreement shall remain in full force and effect.

Section 3. Filing. Upon its execution in full, this First Supplemental Installment Sale Agreement shall be filed with the Trust Administrator.

Section 4. Execution in Counterparts. This First Supplemental Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#####

IN WITNESS WHEREOF, the parties have executed this First Supplemental Installment Sale Agreement by their officers thereunto duly authorized as of the day and year first written above.

WOODLAKE PUBLIC FINANCING
AUTHORITY, *as Seller*

Attest

By _____
Secretary

By _____
Executive Director

CITY OF WOODLAKE, *as Purchaser*

Attest

By _____
City Clerk

By _____
City Administrator

CONSENT TO FIRST SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

ACCEPTED AND AGREED:

UNITED STATES OF AMERICA, acting
through the Rural Utilities Service, United
States Department of Agriculture,
as 2008 Certificates Owner

By _____
Authorized Officer

City of Woodlake

AGENDA ITEM V-C

August 24, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Authorization to Go Out to Bid for the City of Woodlake Water Meter Project

BACKGROUND:

The City has received funding from USDA to install water meters in Woodlake and Wells Tract. The City currently has no operational water meter system and all water users are being charged fixed rates for their water service. Once installed, the meters will be used to determine usage and the City will charge users based on their water usage.

DISCUSSION:

The City of Woodlake has received authorization from USDA to begin the construction portion of the City's water meter project. To complete this process, the City will hire a qualified firm to install water meters for each connection in the city. The consultant will be responsible for the installation of meters, pipeline replacement, chlorination units, sand separator and SCADA system. City staff seeks authorization to begin the RFP process in order to hire the construction firm.

RECOMMENDATIONS:

Staff recommends that Council approve the authorization to go out to bid for the City of Woodlake Water Meter Project.

FISCAL IMPACT:

The project will be funded through a USDA grant and loan.

ATTACHMENTS:

1. Resolution: Authorization to Go Out to Bid for the City of Woodlake Water Meter Project

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

In the matter of:

AUTHORIZATION TO GO OUT)
TO BID FOR WATER METER)
PROJECT)

Resolution No.

Councilmember _____, offered the following resolution and moved its adoption. Authorization to go out to bid for the Water Meter Project.

WHEREAS, the City has received funding from USDA to install water meters in Woodlake and Wells Tract; and,

WHEREAS, the City has received authorization from USDA to begin the construction and installation phase of the water meter project; and,

WHEREAS, the City will need to hire a qualified firm for the installation of meters, pipeline replacement, chlorination units, sand separator and SCADA system.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to authorize City Staff to go out to bid for the Water Meter Project.

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 August 24, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-D

August 24, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Award the Construction of the City of Woodlake Castle Rock Safe Routes to School Project to the Lowest Responsive Bidder Global International Development, Inc.

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 for the construction of the project.

DISCUSSION:

At the July 13, 2015 City Council meeting staff was authorized to put to project out to bid. The engineers estimate for the project was \$219,912.00. Seven independent contractors submitted bids for the project. The contractors names and bid amounts are as follows:

- | | |
|----------------------------------|--------------|
| • Global International Dev. Inc. | \$187,181.98 |
| • Dalian Construction | \$189,928.50 |
| • Emmett's Excavation | \$191,713.05 |
| • JT2 Inc. | \$204,003.97 |
| • Clean Cut Landscape | \$217,992.87 |
| • DOD Construction | \$242,768.50 |
| • Lee's Paving | \$366,701.70 |

RECOMMENDATIONS:

Staff recommends that Council award the City of Woodlake Castle Rock Safe Routes to School Project to the lowest responsive bidder Global International Development Inc. for an amount not to exceed \$187,181.99 (one hundred and eighty seven thousand one hundred and eighty one dollars and ninety-eight cents).

FISCAL IMPACT:

There is no fiscal impact to the City of Woodlake General Fund. The City of Woodlake has secured ATP funds, Measure R and Local Funds for the funding of the project.

ATTACHMENTS:

1. Resolution: Award the Construction of the City of Woodlake Castle Rock Safe Routes to School Project to the Lowest Responsive Bidder Global International Development, Inc.

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

In the matter of:

AWARD THE CONSTRUCTION OF THE CITY OF) Resolution No.
WOODLAKE CASTLE ROCK SAFE ROUTES)
TO SCHOOL PROJECT TO THE LOWEST RESPONSIVE)
BIDDER GLOBAL INTERNATIONAL DEVELOPMENT)
INC.)

Councilmember _____, offered the following resolution and moved its adoption. Award the construction of the City of Woodlake Castle Rock Safe Routes to School Project to the lowest responsive bidder Global International Development, Inc.

WHEREAS, in November of 2006 the voters of Tulare County approved Measure R; and

WHEREAS, Measure R is a ½ cent sales tax that addresses the major regional, local and transit/bike/environmental report transportation needs in Tulare County; and

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 Council on July 13, 2015 authorized staff to go out to bid for the construction of the project.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to award the construction of the City of Woodlake Castle Rock Safe Routes to School Project to the lowest responsive bidder Global International Development, Inc for an amount not to exceed \$187,181.98 (one hundred and eighty seven thousand one hundred and eighty one dollars and ninety-eight cents).

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 August 24, 2015.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

**Castle Rock Street SR2S Project
City of Woodlake**

Bid Date: August 13, 2015
QK # W140370

NAME & ADDRESS OF BIDDER				Global Int'l Dev. Inc. 601 S. Figueroa St Los Angeles, CA 90017		Dalian Construction 10905 Craighton Street Bakersfield, CA 93311		Emmett's Excavation 6207 E. Clinton Avenue Fresno, CA 93727		JT2 Inc. P.O. Box 6820 Visalia, CA 93290		Clean Cut Landscape 8406 N. Armstrong Clovis, CA 93619		DOD Construction P.O. Box 70187 Bakersfield, CA 93387		Lee's Paving 1212 N. Plaza Drive Visalia, CA 93291		Engineer's Estimate	
Item	Approx Qty	Unit	Description	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
1.	L.S.	L.S.	Mobilization & Demobilization	9000	\$ 9,000.00	9000	\$ 9,000.00	8000	\$ 8,000.00	7661	\$ 7,661.00	5550	\$ 5,550.00	10000	\$ 10,000.00	17000	\$ 17,000.00	9500	\$ 9,500.00
2.	L.S.	L.S.	Prepare and Maintain Traffic Control Plan	8000	\$ 8,000.00	7000	\$ 7,000.00	7500	\$ 7,500.00	3850	\$ 3,850.00	7744	\$ 7,744.00	15000	\$ 15,000.00	27000	\$ 27,000.00	10000	\$ 10,000.00
3.	L.S.	L.S.	Clearing, Grubbing & Demolition	17000	\$ 17,000.00	11500	\$ 11,500.00	24000	\$ 24,000.00	15272	\$ 15,272.00	41000	\$ 41,000.00	25000	\$ 25,000.00	20000	\$ 20,000.00	15000	\$ 15,000.00
4.	40	C.Y.	Roadway Excavation	200	\$ 8,000.00	250	\$ 10,000.00	290	\$ 11,600.00	48	\$ 1,920.00	80	\$ 3,200.00	100	\$ 4,000.00	2500	\$100,000.00	50	\$ 2,000.00
5.	L.S.	L.S.	Earthwork, Grading & Compaction	15500	\$ 15,500.00	10500	\$ 10,500.00	6000	\$ 6,000.00	25245	\$ 25,245.00	35041	\$ 35,041.00	15000	\$ 15,000.00	37500	\$ 37,500.00	5000	\$ 5,000.00
6.	1	EA	Relocate Existing Fire Hydrant	2500	\$ 2,500.00	2500	\$ 2,500.00	4000	\$ 4,000.00	2400	\$ 2,400.00	1450	\$ 1,450.00	12000	\$ 12,000.00	5000	\$ 5,000.00	5000	\$ 5,000.00
7.	1	EA	Remove and Re-Install City Bus Stop Shelter	300	\$ 300.00	1500	\$ 1,500.00	3000	\$ 3,000.00	3505	\$ 3,505.00	1996	\$ 1,996.00	5000	\$ 5,000.00	4900	\$ 4,900.00	1000	\$ 1,000.00
8.	2	EA	Install Bollard with One Chain Loop	500	\$ 1,000.00	450	\$ 900.00	1100	\$ 2,200.00	1500	\$ 3,000.00	803	\$ 1,606.00	1500	\$ 3,000.00	1000	\$ 2,000.00	800	\$ 1,600.00
9.	248	L.F.	Construct City Standard Curb and Gutter	35	\$ 8,680.00	40	\$ 9,920.00	37	\$ 9,176.00	38	\$ 9,424.00	46	\$ 11,408.00	40	\$ 9,920.00	25	\$ 6,200.00	30	\$ 7,440.00
10.	18	L.F.	Construct Caltrans Standard Type A1-6 Curb	45	\$ 810.00	50	\$ 900.00	58	\$ 1,044.00	105	\$ 1,890.00	47	\$ 846.00	50	\$ 900.00	20	\$ 360.00	40	\$ 720.00
11.	106	S.F.	Construct City Standard Drive Approach	9	\$ 954.00	10	\$ 1,060.00	20	\$ 2,120.00	31.5	\$ 3,339.00	10.5	\$ 1,113.00	10	\$ 1,060.00	7	\$ 742.00	10	\$ 1,060.00
12.	5	EA	Construct Caltrans Case A Ramp	3100	\$ 15,500.00	3500	\$ 17,500.00	1500	\$ 7,500.00	2100	\$ 10,500.00	2404	\$ 12,020.00	2600	\$ 13,000.00	1100	\$ 5,500.00	1500	\$ 7,500.00
13.	2	EA	Construct Caltrans Case B Ramp	3000	\$ 6,000.00	3500	\$ 7,000.00	1700	\$ 3,400.00	3100	\$ 6,200.00	1617	\$ 3,234.00	2500	\$ 5,000.00	1550	\$ 3,100.00	1800	\$ 3,600.00
14.	1	EA	Construct Caltrans Case B Ramp with Retaining Curb	3500	\$ 3,500.00	3500	\$ 3,500.00	1750	\$ 1,750.00	2005	\$ 2,005.00	1919	\$ 1,919.00	4500	\$ 4,500.00	1760	\$ 1,760.00	2500	\$ 2,500.00
15.	3	EA	Construct Caltrans Case C Ramp with Retaining Curb	2834	\$ 8,502.00	3500	\$ 10,500.00	2700	\$ 8,100.00	4352	\$ 13,056.00	2059	\$ 6,177.00	3700	\$ 11,100.00	3570	\$ 10,710.00	5000	\$ 15,000.00
16.	2	EA	Construct Caltrans Case CM Ramp with Retaining Curb	3250	\$ 6,500.00	4000	\$ 8,000.00	2700	\$ 5,400.00	4290	\$ 8,580.00	2633	\$ 5,266.00	4200	\$ 8,400.00	3410	\$ 6,820.00	2500	\$ 5,000.00
17.	6,291	S.F.	Construct City Standard Sidewalk	5	\$ 31,455.00	4.5	\$ 28,309.50	4.55	\$ 28,624.05	5.2	\$ 32,713.20	5.3	\$ 33,342.30	6.5	\$ 40,891.50	5	\$ 31,455.00	7	\$ 44,037.00
18.	1,006	S.F.	Construct Modified City Standard Cross Gutter	12.5	\$ 12,575.00	9.5	\$ 9,557.00	11.25	\$ 11,317.50	11.32	\$ 11,387.92	10	\$ 10,060.00	12	\$ 12,072.00	7	\$ 7,042.00	20	\$ 20,120.00
19.	2,859	S.F.	Perform Pavement Grind	3.22	\$ 9,205.98	3	\$ 8,577.00	3.5	\$ 10,006.50	2.15	\$ 6,146.85	2.23	\$ 6,375.57	5	\$ 14,295.00	5	\$ 14,295.00	2	\$ 5,718.00
20.	63	TON	Furnish and Place Hot Mix Asphalt Concrete	145	\$ 9,135.00	150	\$ 9,450.00	275	\$ 17,325.00	199	\$ 12,537.00	153	\$ 9,639.00	250	\$ 15,750.00	384	\$ 24,192.00	200	\$ 12,600.00
21.	29	C.Y.	Furnish and Place Class 2 Aggregate Base	85	\$ 2,465.00	95	\$ 2,755.00	250	\$ 7,250.00	146	\$ 4,234.00	131	\$ 3,799.00	120	\$ 3,480.00	495.3	\$ 14,363.70	125	\$ 3,625.00
22.	L.S.	L.S.	Signing, Striping and Marking Modifications	5000	\$ 5,000.00	8500	\$ 8,500.00	5500	\$ 5,500.00	9886	\$ 9,886.00	11838	\$ 11,838.00	1800	\$ 1,800.00	10762	\$ 10,762.00	9500	\$ 9,500.00
23.	4	EA	Adjust Water Valves to Grade	400	\$ 1,600.00	500	\$ 2,000.00	850	\$ 3,400.00	300	\$ 1,200.00	442	\$ 1,768.00	400	\$ 1,600.00	1500	\$ 6,000.00	600	\$ 2,400.00
24.	L.S.	L.S.	Landscape and Irrigation Repair	4000	\$ 4,000.00	9500	\$ 9,500.00	3500	\$ 3,500.00	8052	\$ 8,052.00	1601	\$ 1,601.00	10000	\$ 10,000.00	10000	\$ 10,000.00	10000	\$ 10,000.00
																			\$199,920.00
25.	1	10%	Contingencies																\$ 19,992.00
TOTAL BID					\$ 187,181.98		\$ 189,928.50		\$191,713.05		\$204,003.97		\$217,992.87		\$242,768.50		\$366,701.70		\$219,912.00

City of Woodlake

AGENDA ITEM V-E

August 24, 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 26th day of May 2015 by Resolution No. 15-45 and by Resolution No. 15-46 the Council approved an exemption pursuant to the California Environmental Quality Act (CEQA), and State CEQA Guidelines relating to the environmental evaluation of the City of Woodlake Water Well Project. On June 22, 2015 by Resolution No. 15-59 Council approved emergency expenditures for the development and implementation of the City of Woodlake Well Project.

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.

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

In the matter of:

ACCEPT THE CITY OF WOODLAKE) Resolution No.
DOWNTOWN ENHANCEMENT PROJECT)
PHASE 4 AND AUTHORIZE CITY STAFF)
TO FILE THE NOTICE OF COMPLETION)

Councilmember _____, offered the following resolution and moved its adoption. Accept the City of Woodlake Downtown Enhancement Project Phase 4 and authorize City staff to file the Notice of Completion (NOC).

WHEREAS, on August 25, 2014, Council awarded the City of Woodlake Downtown Enhancement Project Phase 4 to the lowest responsive bidder, Sierra Range Construction, Inc.; and

WHEREAS, the City of Woodlake Downtown Enhancement Project Phase 4 was funded with Measure R, Transportation Enhancement and local funds; and

WHEREAS, the project was completed on time and on budget by the lowest responsive bidder Sierra Range Construction, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby accepts the City of Woodlake Downtown Enhancement Project Phase 4 and authorizes City Staff to file the Notice of Completion for the project.

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 August 24, 2015.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-F

August 24, 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 26th day of May 2015 by Resolution No. 15-45.

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

DISCUSSION:

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

The City 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 26th day of May 2015 by Resolution No. 15-45; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 24th day of August 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 August 24, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-G

August 24, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Accept the City of Woodlake Downtown Enhancement Project Phase 4 and Authorize City Staff to File the Notice of Completion (NOC)

BACKGROUND:

On August 25, 2014, Council awarded the City of Woodlake Downtown Enhancement Project Phase 4 to the lowest responsive bidder, Sierra Range Construction, Inc. The project enhanced the downtown from Valencia Lakeview Ave. to Whitney Ave. This was accomplished by the construction of curb, gutter, sidewalks, curb ramps and bulbouts, and installation of landscaping, irrigation, lighted bollards, street lights, benches and trash receptacles.

DISCUSSION:

The project was constructed in a timely and efficient manner by the contractor and was inspected and approved by the projects resident engineering firm Four Creeks, Inc. The project also had oversight provided by Caltrans and all of their requirements were met.

RECOMMENDATIONS:

Staff recommends that the City Council accept the City of Woodlake Downtown Enhancement Project Phase 4 and authorize City staff to file the Notice of Completion for the project. The project was adequately delivered within budget and on time.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. The project was funded with Measure R, Transportation Enhancement and local funds. The project was delivered within budget.

ATTACHMENTS:

1. Resolution: Accept the City of Woodlake Downtown Enhancement Project Phase 4 and Authorize City Staff to File the Notice of Completion (NOC)

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

In the matter of:

ACCEPT THE CITY OF WOODLAKE)	Resolution No.
DOWNTOWN ENHANCEMENT PROJECT)	
PHASE 4 AND AUTHORIZE CITY STAFF)	
TO FILE THE NOTICE OF COMPLETION)	

Councilmember _____, offered the following resolution and moved its adoption. Accept the City of Woodlake Downtown Enhancement Project Phase 4 and authorize City staff to file the Notice of Completion (NOC).

WHEREAS, on August 25, 2014, Council awarded the City of Woodlake Downtown Enhancement Project Phase 4 to the lowest responsive bidder, Sierra Range Construction, Inc.; and

WHEREAS, the City of Woodlake Downtown Enhancement Project Phase 4 was funded with Measure R, Transportation Enhancement and local funds; and

WHEREAS, the project was completed on time and on budget by the lowest responsive bidder Sierra Range Construction, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby accepts the City of Woodlake Downtown Enhancement Project Phase 4 and authorizes City Staff to file the Notice of Completion for the project.

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 August 24, 2015.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

Record and Return To:

City of Woodlake
350 N. Valencia Blvd.
Woodlake, CA 93286
FREE RECORDING: Govt. Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the City of Woodlake, a municipal corporation of the State of California, located at 350 North Valencia Boulevard, Woodlake, California, 93286, Owner in fee of the property, that the work of improvement on the property described as:

Downtown Enhancement Project Phases 4, Woodlake, CA

under the improvement agreement entered into with Sierra Range Construction dated September 22, 2014, as a whole was actually completed on August 18, 2015, and the City of Woodlake hereby accepts said work.

Monique C. Mello, City Engineer and agent of the City of Woodlake, being first sworn, deposes and says that she is the duly appointed, qualified and acting City Engineer of the City of Woodlake; that she has read said notice of completion and knows the contents thereof, and that the same is true of her own knowledge; that he makes this affidavit for and on behalf of the City of Woodlake.

Dated

CITY OF WOODLAKE

By: _____
Monique C. Mello, City Engineer

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

STATE OF CALIFORNIA
COUNTY OF TULARE

Subscribed and sworn (or affirmed) to before me on this _____ day of _____, _____, by Monique C. Mello, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for the County of Tulare, State of California

Commission Expiration Date

City of Woodlake

AGENDA ITEM V-H

August 24, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the Woodlake Transit Development Plan

BACKGROUND:

The objective of the Woodlake Transit Development Plan (TDP) is to provide a strategic planning approach for the City of Woodlake to be used to improve the delivery of its transit service over the period FY 2016-2020. The TDP identifies transit needs, considers alternative actions, and presents a blueprint for the delivery of future transit services.

DISCUSSION:

The City of Woodlake recently received a finalized version of the Woodlake Transit Development Plan, prepared by Moy & Associates. The TDP looks at Woodlake's transit operations and makes recommendations related to the operations and administration for Woodlake's transit system. Plan is attached under a separate cover. The key recommendations are listed below:

- Maintain the current fare structure in the near term, monitoring changes to both ridership revenues and operating expenses that indicate fare increases may be necessary.
- Expand/improve monitoring and analysis of transit reliability/performance metrics with the specific goal of improving service.
- Initiate discussion with TCaT to provide earlier Saturday service beginning at 8:30 a.m. instead of the current 9:40 a.m. start.
- Identify and apply for funds for fleet replacement, upgrades to the Maintenance Facility and the Whitney Transit Center.

RECOMMENDATIONS:

Staff recommends that Council approve the Woodlake Transit Development Plan. .

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Resolution: Approval of the Woodlake Transit Development Plan

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

In the matter of:

APPROVING THE WOODLAKE)
TRANSIT DEVELOPMENT PLAN)

Resolution No.

Councilmember _____, offered the following resolution and moved its adoption. Approve the Woodlake Transit Development Plan.

WHEREAS, the City of Woodlake is dedicated to providing safe, dependable and economical transit services to the citizens of Woodlake;

WHEREAS, the Woodlake Transit Development Plan identifies transit needs, considers alternative actions, and presents a blueprint for the delivery of future transit services;

WHEREAS, the City of Woodlake has received the Woodlake Transit Development Plan and reviewed the recommendations;

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the Woodlake Transit Development Plan.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember M_____, and carried by the following vote at the City Council meeting held on August 24, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk