

Date: December 14, 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-F)

- A. Action: Approval of Minutes of the regular meeting held on November 9, 2015 (Pages 1-5)
- B. Action: Approval of Warrants (Pages 6-28)
- C. Action: Adoption of Resolution: Monthly Report of Investments (Pages 29-31)

- D. Action: Adoption of Resolution: Approval of the Agreements Between Wendall Reed and the City of Woodlake for the Structure at 816 S. Valencia Blvd. Woodlake, CA 93286 (Pages 32-46)
- E. Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 47-51)
- F. Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 52-55)

V. ACTION/DISCUSSION ITEMS

- A. Public Hearing: City of Woodlake Housing Element Presentation
- B. Action: Adoption of Resolution: Receive Public Comments, Waive 1st Reading, and Set 2nd Reading Date of Ordinances Amending or Adding Chapter 1.11, Chapter 1.13, Chapter 8.50, Chapter 8.51 and Chapter 13.13 of the Woodlake Municipal Code (Pages 56-89)
- C. Action: Adoption of Resolution: Waive 2nd Reading and Adopt Ordinances Amending or Adding Chapter 9.20, Chapter 5.33, Chapter 13.04, Chapter 9.08, Chapter 10.19 and Chapter 17.74 of the Woodlake Municipal Code (Pages 90-137)
- D. Action: Adoption of Resolution: Award the Woodlake Airport ALP and PMMP Project to Wadell Engineering (Pages 138-139)
- E. Action: Adoption of Resolution: Authorize Staff to Put Out to Bid the Construction of the City of Woodlake Plaza Project (Pages 140-143)
- F. Action: Adoption of Resolution: Enter into Supplemental Agreements with the Tulare County Transportation Authority (TCTA) for the Construction of the City of Woodlake Plaza Project for the Use of Measure R Bike/Pedestrian, Measure R Transportation Mitigation and Measure R Local Advance Funds (Pages 144-150)
- G. Action: Adoption of Resolution: Enter into a Measure R Supplemental Agreement with the Tulare County Transportation Authority for the South Valencia ADA Project (Pages 151-155)
- H. Information: Winter Storm Preparation
- I. Information: 5 Year Outlook City of Woodlake

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)).

Significant exposure to litigation (Government Code § 54956.9(d)(2)).

Number of potential cases is: ___1__.

Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e)(2)) :

NOTICE TO THE PUBLIC

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

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

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

II. ADJOURN

The next scheduled City Council meeting will be held on Monday, January 11, 2016 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

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

OTHERS: Lara, Waters, Diaz, Marquez and Zacarias

ABSENT:

FLAG SALUTE

PUBLIC COMMENT –

Jack Persall, 399 E. Wutchumna, Woodlake – Mr. Persall reported that he and his family began feeding people a Thanksgiving lunch on Thanksgiving day and this tradition is still going strong 10 years later. The lunch is served from 11 am to noon at Miller Brown Park. They serve turkey, mashed potatoes and gravy, green beans a roll and a piece of Pumpkin pie. Soon they had help from a local church and many volunteers. They also began to give out blankets and coats. Last year they served 356 meals and gave out 150 jackets and 120 blankets. This year the donations have not been as generous and he is asking Council and anyone who is able to help to please donate a turkey or a monetary donation to purchase the side dishes. This year, the Bethel Assembly Church of God in Tulare is helping the Pearsall's with this great event. Anyone interested in helping or needing more information for this event may contact Brenda Persall at 559-972-5392. Councilmember Martinez stated he helped last year and will also be there this year and he is very grateful to be able to help with this event. City Administrator Lara asked how many turkeys are still needed. Mr. Persall stated they currently have 10 but still need about 18 to feed the estimated 400 this year. Mayor Mendoza thanked Mr. Persall and his family for proving this event to our community.

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Approval of Minutes of the regular meeting held on November 9, 2015
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Approval to Authorize the City of Woodlake to Participate in the Employment Risk Management Authority
- D. Action: Adoption of Resolution: Consenting to the Inclusion of Properties Within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving an Amendment to a Certain Joint Powers Agreement Related Thereto

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

V. ACTION/DISCUSSION ITEMS

- A. Information: Presentation by Paul Saldana from the Economic Development Board

The attached PowerPoint was presented by Paul Saldana. Mayor Mendoza asked Mr. Saldana what the City can do better to keep people here and also wanted to know of the 630 jobs created, how many are Woodlake residents. Mr. Saldana stated he will have a report to share with City staff in the next couple of weeks.

- B. Action: Adoption of Resolution: Appointment of _____ to serve on the City of Woodlake City Council from November 23, 2015 through December 31, 2018

Mayor Mendoza offered each candidate an opportunity to address Council on their nomination to the Council seat. Each candidate was given a 3 minute time limit.

Lino Moran, 612 N. Palm, Woodlake – Mr. Moran stated the following: he has always enjoyed contributing to the community of Woodlake. He was born and raised here and attended school here as well. He believes he has good knowledge to make decisions for the City. He has been a member of the Tulare County Grand Jury for 10 years, is a past member of the Woodlake Veterans Memorial board, a past member of the Woodlake Chamber of Commerce and currently serves as a Chief Polling Officer for the Tulare County Elections office. He believes he has an understanding of government and would appreciate a nomination to the Woodlake City Council seat.

Bill Lewis, Woodlake – Mr. Lewis stated the following: you know who he is. He is the former City Administrator and held that position for 15 years. He has a passion for local government and will be committed to this community and will not micro-manage.

Lucy Cardenas, 476 N. Magnolia, Woodlake – Ms. Cardenas stated the following: she thanked Council for their consideration to the Council seat. She is excited to service and also ran for the seat last November.

Luis Lopez, 699 N. Valencia, Woodlake – Mr. Lopez stated the following: he was born and raised here. He is currently employed with The Gas company. He enjoys volunteering his time for various events, especially the Summer Night Lights events where he provides music for all to enjoy. He is also a member of the Homegrown Project.

Virgil Murehead, Woodlake – Mr. Murehead stated the following: he is impressed with the progress the City has been making and would like to be a part of the recent changes. He has 20 plus years' experience in property management and also worked for the Department of Corrections. He would like to be appointed to Council so he has the opportunity to give back to his community.

Tony Romero, 674 Katelyn, Woodlake – Mr. Romero stated the following: he moved to Woodlake from Southern California 12 years ago. He is active in his kids' school activities and sports. He would like this nomination so that he may be a part of this community.

Mayor Mendoza thanked each of the candidates and stated the decision would not be an easy one. Councilmember Ortiz thanked all the candidates and was happy to see they care so much for the City of Woodlake. Councilmember G. Gonzalez stated there are no losers here tonight. Too many candidates are a good problem to have in this situation. Councilmember Martinez stated he wishes he could bring everyone on board. Mayor Mendoza asked for a motion to appoint.

ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS VOTED TO APPOINT LUIS LOPEZ TO SERVE ON THE CITY OF

**WOODLAKE CITY COUNCIL FROM NOVEMBER 23, 2015
THROUGH DECEMBER 31, 2018. THE FOLLOWING ROLL
CALL VOTE WAS RECORDED:**

**COUNCILMEMBER ORTIZ – AYE
COUNCILMEMBER G. GONZALEZ – NOE
COUNCILMEMBER MENDOZA – AYE
COUNCILMEMBER MARTINEZ – AYE**

Mayor Mendoza asked City Clerk Zacarias to swear in Mr. Luis Lopez and he was then asked to join Council on the dais.

- C. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake
City Administrator Lara stated the City will be moving into Stage 5 which is no watering for the months of December, January and February.
ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND CONTINUE WITH THE PROCLAMATION OF THE EXISTENCE OF A LOCAL DROUGHT EMERGENCY FOR THE CITY OF WOODLAKE. APPROVED UNANIMOUSLY.

- D. 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 stated a report of expenditures will be presented at the next Council meeting.
ON A MOTION BY G. GONZALEZ JR., SECOND BY ORTIZ IT WAS VOTED TO ADOPT THE RESOLUTION AND REAFFIRM THE APPROVAL OF EMERGENCY EXPENDITURES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE CITY OF WOODLAKE WELL PROJECT. APPROVED UNANIMOUSLY.

- E. Action: Adoption of Resolution: Award the Water Meter Installation Project to the Lowest Responsible Bidder Brough Construction
City Employee Waters reported the following: on August 24, 2015, the City Council of the City of Woodlake authorized staff to go out for bid for a consultant to install water meters as part of the City of Woodlake Water Meter Project. 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. The City of Woodlake released an RFQ to find a firm that could install water meters for the City of Woodlake Water Meter Project. The following five firms submitted a proposal to provide the services:

- West Valley Construction - \$2,123,840.00
- Brough Construction - \$1,905,690.00
- American Incorporated - \$3,115,992.00
- Bill Nelson General Engineering Construction - \$2,326,050.00
- JT2 – Todd Companies - \$2,795,000.00

Based on the proposals, it was determined that Brough Construction submitted the lowest responsible bid for the project and staff recommends

that Council award the Water Meter Installation Project to Brough Construction.

ON A MOTION BY G. GONZALEZ JR., SECOND BY LOPEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND AWARD THE WATER METER INSTALLATION PROJECT TO THE LOWEST RESPONSIBLE BIDDER BROUGH CONSTRUCTION.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Administrator Lara – reported staff will have a small presentation regarding El Nino precautions at the next council meeting. The Roundabout is open for thru traffic and depending on the weather in the next couple of weeks, staff will decide if project will go on winter suspension. The sidewalks are in at the Castle Rock project and project should be completed on schedule. December 4th is the annual Christmas Tree lighting at the Fire Department and December 12th is the 2nd annual Woodlake Christmas parade at 7:00 pm in Downtown Woodlake.

Chief Marquez – reported a murder had been committed in town. The TCSD helped with the incident. There are a few leads and the victim was 24 years old. The police department is getting ready for the Holiday season. The department has reached out to the various apartments and has scheduled neighborhood watch meetings to educate the residents on safety. Mayor Mendoza asked if there have been any complaints from the community regarding door to door soliciting. Chief Marquez stated no. Mayor Mendoza asked staff to place this topic on the agenda for discussion at the next council meeting. City Administrator Lara stated that per council's request we will also have an agenda item to discuss the plans and ideas for the next 5 years.

B. Information: Items from Council

Councilmember Ortiz – wished everyone a Happy Thanksgiving

Councilmember G. Gonzalez Jr. – reminded everyone that toys are still being collected for Toys for Joy. All donations are welcome and appreciated. The soccer season will be ending soon; the last game is scheduled for December 12th.

Councilmember Lopez – thanked council for the nomination and stated he is much honored and is looking forward to working very hard for the City.

Councilmember Martinez – reported he is happy to be able to help with the Thanksgiving lunch in the park.

Mayor Mendoza – reported he met with United Way and discussed the 2-1-1 call service. This is a program that helps with various services a person may need. These types of calls are very low in the Woodlake area which is great because he believes it shows our community does a great job of taking care of our own. He reminded everyone that Woodlake will be celebrating 75 years next year and would like Council and staff to prepare a time capsule to be buried for our future generations to come.

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

VIII. ADJOURN

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

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 8:15 p.m.

Submitted by,

Irene Zacarias

City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : December 14, 2015

PAYROLL

11/13/15 (City)	\$43,445.75
11/13/15 (Fire)	\$4,639.77

Gross Payroll	\$48,085.52
----------------------	--------------------

DISBURSMENTS / WARRANTS

12/10/2015	\$718,431.36
------------	--------------

Total Disbursements	\$718,431.36
----------------------------	---------------------

WIRES

PAYROLL TAX WIRE	CITY	\$ 9,271.94
	FIRE	\$ 1,487.49

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

Total Wire Amount Sent Out	\$ 10,759.43
-----------------------------------	---------------------

Amount to be Approved	\$ 777,276.31
------------------------------	----------------------

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 14th day of December 2015.
 by the following vote:**

Ayes:
Noes:
Absent:
Abstain:

 Mayor, Rudy Mendoza

 City Clerk, Irene Zacarias

PERIOD 1 DATING 10/25/2015-11/07/2015 CHECK DATE 11/13/2015
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21276	3,663.06	208	1 STUB ONLY
21277	1,906.65	210	1 STUB ONLY
21278	1,008.70	206	1 STUB ONLY
21279	2,099.95	212	1 STUB ONLY
21280	1,768.39	207	1 STUB ONLY
21281	1,238.13	173	1 STUB ONLY
21282	2,507.89	511	1 STUB ONLY
21283	1,571.21	556	1 STUB ONLY
21284	1,182.20	559	1 STUB ONLY
21285	1,691.21	539	1 STUB ONLY
21286	1,532.15	557	1 STUB ONLY
21287	2,572.40	549	1 STUB ONLY
21288	881.66	554	1 STUB ONLY
21289	1,553.43	552	1 STUB ONLY
21290	958.05	555	1 STUB ONLY
21291	1,319.67	553	1 STUB ONLY
21292	1,392.77	558	1 STUB ONLY
21293	861.89	551	1 STUB ONLY
21294	1,369.95	107	1 STUB ONLY
21295	623.56	213	1 STUB ONLY
21296	1,666.61	134	1 STUB ONLY
21297	1,178.07	205	1 STUB ONLY
21298	1,202.27	187	1 STUB ONLY
21299	1,190.99	159	1 STUB ONLY
21300	2,020.29	209	1 STUB ONLY
21301	1,940.11	211	1 STUB ONLY
21302	758.85	214	1 STUB ONLY
21303	1,785.64	188	1 STUB ONLY

PERIOD 1 DATING 10/25/2015-11/07/2015 CHECK DATE 11/13/2015

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

43,445.75	*DIRECT DEPOSIT STUBS		28
0.00	*VENDOR DIR DEP STUBS		0

43,445.75	**TOTAL NON-NEGOTIABLE CHECKS		28
-----------	-------------------------------	--	----

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS		0
0.00	*VENDOR CHECKS		0
0.00	*BANK CHECKS		0
43,445.75	*DIRECT DEPOSIT STUBS		28
0.00	*VENDOR DIR DEP STUBS		0

43,445.75	***TOTAL NEGOTIABLE & NON-NEGOT		28
-----------	---------------------------------	--	----

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

43,445.75	***TOTAL NEG, NON-NEG, OTHER CHECKS		
-----------	-------------------------------------	--	--

	TOTAL SEQ 1 FEMALES		6
--	---------------------	--	---

CITY - GROSS PAYROLL
10/11/15 - 10/24/15 - PAY DATE 10/30/15

EMP #	CUR AMT	CUR HRS
511	3,435.92	80.00
213	744.00	62.00
556	2,279.08	80.00
214	2,069.60	83.50
559	1,560.00	78.00
159	1,576.59	82.50
539	2,638.15	80.00
188	2,492.09	84.50
209	2,449.39	80.00
557	2,087.50	96.25
208	5,211.85	80.00
173	1,692.01	80.00
549	3,920.77	80.00
554	1,669.85	80.00
210	2,657.08	80.00
211	2,449.41	80.00
206	1,444.62	80.00
205	1,516.61	80.00
552	2,139.50	95.00
555	1,244.31	80.00
134	2,511.48	93.00
553	1,795.09	84.00
558	1,735.00	84.50
107	2,129.09	80.00
212	2,718.46	80.00
187	1,516.62	80.00
207	2,657.08	80.00
551	1,669.85	80.00
	62,011.00	2,283.25
	62,011.00	2,283.25

PAGE TOTALS *** 28 EMPLOYEES
FEATURE TOTALS * 28 EMPLOYEES

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

10/11/15 - 10/24/15 - PAY DATE 10/30/15

CITY - OVERTIME REPORT

EMP #	CUR AMT	CUR HRS
214	118.22	3.50
159	70.59	2.50
188	168.62	4.50
557	172.50	5.75
552	219.17	7.00
134	482.40	13.00
553	125.24	4.00
558	135.00	4.50
8 EMPLOYEES	1,491.74	44.75
PAGE TOTALS ***	1,491.74	44.75
FEATURE TOTALS *		

PERIOD 1 DATING 10/25/2015-11/07/2015 CHECK DATE 11/13/2015
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21271	221.64	4033	1 STUB ONLY
21272	221.64	4026	1 STUB ONLY
21273	1,628.49	4018	1 STUB ONLY
21274	1,611.68	4022	1 STUB ONLY
21275	956.32	4035	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS		COUNTS
0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
0.00	**TOTAL NEGOTIABLE CHECKS	0
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
4,639.77	*DIRECT DEPOSIT STUBS	5
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 10/25/2015-11/07/2015 CHECK DATE 11/13/2015

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

4,639.77 *DIRECT DEPOSIT STUBS	5
0.00 *VENDOR DIR DEP STUBS	0
4,639.77 **TOTAL NON-NEGOTIABLE CHECKS	5

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00 *EMPLOYEE CHECKS	0
0.00 *VENDOR CHECKS	0
0.00 *BANK CHECKS	0
4,639.77 *DIRECT DEPOSIT STUBS	5
0.00 *VENDOR DIR DEP STUBS	0

4,639.77 ***TOTAL NEGOTIABLE & NON-NEGOT 5

0.00 *OTHER CHECKS 0

4,639.77 ***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-11/10/2015 16:11:27 PAGE 1

PR4B0R-V14.01 ACS Paymate

10/11/15 - 10/24/15 - PAY DATE 10/30/15

EMP #	CUR AMT	CUR HRS
4033	240.00	24.00
4026	240.00	24.00
4018	2,098.92	80.00
4022	1,929.13	144.00
4035	1,655.22	144.00
5 EMPLOYEES	6,163.27	416.00
PAGE TOTALS ***		
FEATURE TOTALS *	6,163.27	416.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001483	ABE'S AUTO BODY & PAINT	60997	12/11/15	1,800.00
000593	ABH FOX SOLUTIONS	60998	12/11/15	220.00
001060	ADVANCED FLOW MEASUREMENT	60999	12/11/15	150.00
000783	AFLAC	61000	12/11/15	398.96
000944	AMERIPRIDE UNIFORM SERVI	61001	12/11/15	479.71
001114	AT & T MOBILITY	61002	12/11/15	207.34
001212	AT&T	61003	12/11/15	1,753.85
001310	AT&T (INTERNET)	61004	12/11/15	1,456.60
001331	AVISON CONSTRUCTION INC.	61005	12/11/15	172,674.28
000334	BANK OF AMERICA	61006	12/11/15	1,119.14
000351	BSK ASSOCIATES	61007	12/11/15	336.00
000779	C.A. REDING CO. INC.	61008	12/11/15	239.81
000915	CA STATE DISBURSEMENT UN	61009	12/11/15	541.84
001150	CA STATE DISBURSEMENT UNI	61010	12/11/15	679.38
001085	CA STATE DISBURSE UNIT	61011	12/11/15	144.46
001350	CALIFORNIA CHOICE	61012	12/11/15	22,546.43
000064	CECILS GARAGE	61013	12/11/15	31.75
001484	CHAD'S AUTO GLASS	61014	12/11/15	356.80
000124	COLLINS & SCHOETTLER	61015	12/11/15	4,425.00
000733	CRUZ-TA WELDING SHOP	61016	12/11/15	195.00
001480	D.M.V.	61017	12/11/15	725.00
000753	DEPARTMENT OF JUSTICE	61018	12/11/15	35.00
001088	DISPENSING TECHNOLOGY CO	61019	12/11/15	2,010.74
001365	DON ROSE OIL COMPANY INC	61020	12/11/15	85.41
001441	DORADO/DENISE K.	61021	12/11/15	1,385.00
001432	EMMETT'S EXCAVATION INC.	61022	12/11/15	166,208.05
001482	EXETER POLICE K9	61023	12/11/15	3,500.00
001360	FARLEY LAW FIRM	61024	12/11/15	8,318.84
000274	FGL ENVIRONMENTAL	61025	12/11/15	594.00
000898	FOOTHILLS SUN-GAZETTE/TH	61026	12/11/15	233.38
000594	FRANCHISE TAX BOARD	61027	12/11/15	200.00
000196	FRESNO OXYGEN	61028	12/11/15	44.53
000283	FRUIT GROWERS SUPPLY CO.	61029	12/11/15	804.16
000025	GAS COMPANY/THE	61030	12/11/15	174.48
001470	GLOBAL INTERNATIONAL	61031	12/11/15	143,973.45
000861	GROENIGER & CO.	61032	12/11/15	775.82
000118	GROSS & STEVENS	61033	12/11/15	246.68
000846	GUARDIAN-APPLETON	61034	12/11/15	2,850.25
001339	HAMNER JEWELL ASSOCIATES	61035	12/11/15	2,915.23
001371	HD SUPPLY WATERWORKS	61036	12/11/15	1,877.90
000867	HIGH SIERRA LUMBER & SUP	61037	12/11/15	3,416.26
000129	JENSEN & PILEGARD	61038	12/11/15	134.12
000544	JUDICIAL DATA SYSTEMS CO	61039	12/11/15	100.00
000542	K R C SAFETY CO., INC.	61040	12/11/15	6,651.29
000255	KELLER AND WEGLEY	61041	12/11/15	66.50
000147	LEAGUE OF CALIF CITIES	61042	12/11/15	150.00
001428	LEFFINGWELL AG SALES CO.	61043	12/11/15	1,158.29
001223	LEO'S NURSERY	61044	12/11/15	1,793.80

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000038	OFFICE DEPOT	61045	12/11/15	778.42
001087	PROTECTION ONE	61046	12/11/15	47.72
000022	QUAD - KNOFF	61047	12/11/15	89,601.37
001026	QUINN RENTAL SERVCIES	61048	12/11/15	2,285.88
001206	REYNOSO BUILDERS	61049	12/11/15	2,800.00
001481	RICK PERIGO ROADSIDING	61050	12/11/15	77.66
000949	SHRED-IT FRESNO	61051	12/11/15	178.35
000134	SIMMONS TIRE SERVICE	61052	12/11/15	63.89
000024	SOUTHERN CALIF EDISON CO	61053	12/11/15	330.00
.40718	ST. JOHN'S RIVER MUTUAL	61054	12/11/15	1,595.59
000154	T C A G	61055	12/11/15	1,176.00
001284	TEAMSTERS LOCAL UNION NO	61056	12/11/15	853.30
001453	TULARE CO. SHERIFF'S OFF	61057	12/11/15	121.10
000456	TULARE COUNTY AG COMMISS	61058	12/11/15	12.50
000509	TULARE COUNTY AUDITOR	61059	12/11/15	68.73
000031	TULARE COUNTY GER SER AC	61060	12/11/15	32.50
001047	TULARE COUNTY INFORMATIO	61061	12/11/15	329.26
001333	TULARE COUNTY SHERIFF OF	61062	12/11/15	545.97
001210	US BANK	61063	12/11/15	7,767.52
000292	VANTAGEPOINT TRAN AGENT-	61064	12/11/15	814.62
000832	VERIZON WIRELESS	61065	12/11/15	15,548.10
001244	VOYAGER FLEET SYSTEMS IN	61066	12/11/15	36,397.69
001322	VSCC INC.	61067	12/11/15	199.00
001327	WIRELESS INTERNET SERVIC	61068	12/11/15	420.19
000863	WOODLAKE AUTO PARTS	61069	12/11/15	45.67
000027	WOODLAKE GROWERS SUPPLY	61070	12/11/15	387.80
000028	WOODLAKE HARDWARE CO	61071	12/11/15	30.00
000206	WOODLAKE UNIFIED SCHOOL	61072	12/11/15	
BANK OF VISALIA				718,431.36

ACS FINANCIAL SYSTEM
12/10/2015 13:

BANK VENDOR

REPORT TOTALS:

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

CHECK# DATE AMOUNT

718,431.36

RECORDS PRINTED = 000278

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ABE'S AUTO BODY & PAINT UNIT #2 K9 12/2015	1,800.00	VEHICLE MAINTENANCE/OPER	001.0411.060.032		1827		618 00215
ABH FOX SOLUTIONS SERVICES 12/2015	140.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		4332		618 00008
SERVICES 12/2015	80.00	CONTRACTURAL SERVICES	001.0411.060.028		4338		618 00009
	220.00	*VENDOR TOTAL					
ADVANCED FLOW MEASUREMENT ON SITE SERVICES 12/15	150.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		0002568		618 00073
AFLAC SUPPLMNTL INS. 12/15	398.96	ACCIDENT & DIS INS WITHH	001.0000.200.038		979211		618 00185
AMERIPRIDE UNIFORM SERVI UNIFORM SERVICE 12/15	15.36	UNIFORM ALLOWANCE	001.0418.050.011		NOV 2015		618 00224
UNIFORM SERVICE 12/15	224.58	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		NOV 2015		618 00225
UNIFORM SERVICE 12/15	1.92	UNIFORM ALLOWANCE	021.0424.050.011		NOV 2015		618 00226
UNIFORM SERVICE 12/15	0.96	UNIFORM ALLOWANCE	062.0462.050.011		NOV 2015		618 00227
UNIFORM SERVICE 12/15	0.96	UNIFORM ALLOWANCE	063.0463.050.011		NOV 2015		618 00228
UNIFORM SERVICE 12/15	235.93	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		NOV, 2015		618 00223
	479.71	*VENDOR TOTAL					
AT & T MOBILITY FD CELL PHONES 12/15	207.34	TELEPHONE	004.0414.060.020				618 00003
AT&T FD STATN PHONES 12/15	167.97	TELEPHONE	004.0414.060.020				618 00005
RNDABT PROJ PHNES 12/15	87.85	TELEPHONE	001.0422.060.020				618 00058
COW OFFICE PHONES 12/15	559.76	TELEPHONE	001.0410.060.020				618 00179
PD OFFICE PHONES 12/15	431.72	TELEPHONE	001.0411.060.020				618 00180
SHOP PHONES 12/15	307.59	TELEPHONE	001.0418.060.020				618 00181
WATER DEPT PHONES 12/15	66.32	TELEPHONE	063.0463.060.020				618 00182
SEWER DEPT PHONES 12/15	66.32	TELEPHONE	062.0462.060.020				618 00183
AIRPORT ATM LINE 12/15	66.32	UTILITIES	041.0441.060.021				618 00184
	1,753.85	*VENDOR TOTAL					
AT&T (INTERNET) STATION INTERNET 12/15	67.00	TELEPHONE	004.0414.060.020				618 00004
SHOP INTERNET 12/2015	76.00	TELEPHONE	001.0418.060.020				618 00026
PD UVERSE 12/2015	82.00	TELEPHONE	001.0411.060.020				618 00061
CITY HALL UVERSE 12/15	82.00	TELEPHONE	001.0410.060.020				618 00062
RNDABT UVERSE 12/2015	149.60	TELEPHONE	001.0422.060.020				618 00117
	456.60	*VENDOR TOTAL					
AVISON CONSTRUCTION INC STRT REHB PROJ 12/2015	145,913.21	CONSTRUCTION	086.0486.741.072		2		618 00220
STRT REHB PROJ. 12/2015	26,761.07	CONSTRUCTION	022.0590.741.072		2		618 00221
	172,674.28	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
BANK OF AMERICA						
OFFICE SUPPLIES 12/15	53.22	OFFICE SUPPLIES	004.0414.060.023			618 00100
HH FIRE STATION 12/15	12.74	HOUSEHOLD FIRE STATION	004.0414.060.016			618 00101
POSTAGE	12.65	POSTAGE	004.0414.060.022			618 00102
STATION MAINT. 12/2015	30.29	TRAINING EXPENSE	004.0414.060.037			618 00103
SPEC DEPT 12/2015	52.49	SPECIAL DEPARTMENT EXPEN	004.0414.060.029			618 00104
SPECIAL DEPT. 12/2015	7.99	SPECIAL DEPARTMENT EXPEN	004.0414.060.029			618 00105
TRAINING 12/2015	30.73	TRAINING EXPENSE	004.0414.060.037			618 00106
TRAINING 12/2015	19.98	TRAINING EXPENSE	004.0414.060.037			618 00107
STATION MAINT. 12/2015	268.65	FIRE STATION MAINTENANC	004.0414.060.034			618 00108
TRAINING 12/2015	34.91	TRAINING EXPENSE	004.0414.060.037			618 00109
HH FIRE STATION 12/2015	408.19	HOUSEHOLD FIRE STATION	004.0414.060.016			618 00110
HH FIRE STATION 12/15	9.72	HOUSEHOLD FIRE STATION	004.0414.060.016			618 00111
STATION MAINT 12/2015	30.28	FIRE STATION MAINTENANC	004.0414.060.034			618 00112
STATION MAINT. 12/2015	11.40	FIRE STATION MAINTENANC	004.0414.060.034			618 00113
SPECIAL DEPT. 12/15	135.90	SPECIAL DEPARTMENT EXPEN	004.0414.060.029			618 00114
	1,119.14	*VENDOR TOTAL				
BSK ASSOCIATES						
WEEKLY EFFLUENT 12/15	73.00	CONTRACTURAL SERVICES	062.0462.060.028	A525191		618 00045
KELLER WEGLEY ATR 12/15	71.00	CONTRACTURAL SERVICES	063.0463.060.028	A525462		618 00067
WEEKLY EFFLUENT 12/15	102.00	CONTRACTURAL SERVICES	062.0462.060.028	A525636		618 00066
BACTI 12/2015	336.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029	A525744		618 00214
		*VENDOR TOTAL				
C. A. REDING CO., INC.						
SUPPLIES 12/2015	239.81	CONTRACTURAL SERVICES	001.0411.060.028	359325		618 00055
CA STATE DISBURSEMENT UN						
EMPLOYEE W/HLDNG 12/15	541.84	GARNISHMENT OF WAGES WIT	004.0000.200.033	DECEMBER 2015		618 00079
CA STATE DISBURSEMENT UNI						
EMPLOYEE W/HLDNG 12/15	679.38	GARNISHMENT OF WAGES WIT	001.0000.200.033	DECEMBER 2015		618 00078
CA STATE DISURSE UNIT						
EMPLOYEE W/HLDNG 12/15	144.46	GARNISHMENT OF WAGES WIT	001.0000.200.033	DECEMBER 2015		618 00080
CALIFORNIA CHOICE						
CTY EMPLOYEES 12/15	528.08	HEALTH INSURANCE	001.0403.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	514.51	HEALTH INSURANCE	001.0404.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	264.08	HEALTH INSURANCE	001.0405.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	553.88	HEALTH INSURANCE	001.0415.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	235.35	HEALTH INSURANCE	001.0416.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	895.40	HEALTH INSURANCE	001.0418.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	373.31	HEALTH INSURANCE	001.0421.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	1,250.31	HEALTH INSURANCE	001.0422.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	1,725.97	HEALTH INSURANCE	061.0461.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	3,232.25	HEALTH INSURANCE	062.0462.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	2,976.58	HEALTH INSURANCE	063.0463.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	1,132.42	HEALTH INSURANCE	021.0424.050.008	JAN 2016		618 00200
CTY EMPLOYEES 12/15	1,496.53	HEALTH INSURANCE	029.0429.050.008	JAN 2016		618 00200

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CALIFORNIA CHOICE CITY EMPLOYEES 12/15	256.84	HEALTH INSURANCE	032.0440.050.008		JAN 2016		618 00200
CITY EMPLOYEES 12/15	94.75	HEALTH INSURANCE	001.0402.050.008		JAN 2016		618 00200
INS W/HLD FRM EMP 12/15	2,700.00	HEALTH INSURANCE WITHHEL	001.0000.200.031		JAN 2016		618 00201
PD EXPENSE 12/2015	3,519.23	HEALTH INSURANCE	001.0411.050.008		JAN 2016		618 00202
FIRE EXPNSE 12/2015	2,586.29	HEALTH INSURANCE	004.0414.050.008		JAN 2016		618 00203
FD INS. W/H EMPLOYEE 12/15	210.65	HEALTH INSURANCE WITHHEL	004.0000.200.031		JAN 2016		618 00204
	22,546.43	*VENDOR TOTAL					
CECILS GARAGE SERVICES 12/2015	31.75	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		3042		618 00072
CHAD'S AUTO GLASS TRANSIT #63	183.80	SPECIAL DEPARTMENT EXPEN	021.0424.060.029		50199		618 00217
TRUCK #31 12/2015	173.00	CONTRACTURAL SERVICES	062.0462.060.028		50200		618 00216
	356.80	*VENDOR TOTAL					
COLLINS & SCHOETTNER PLANNING SERVICES 12/15	2,662.50	CONTRACTURAL SERVICES	001.0405.060.028		NOVEMBER 2015		618 00064
PLANNING SERVICES 12/15	1,762.50	CONTRACTURAL SERVICES	001.0405.060.028		OCTOBER 2015		618 00065
	4,425.00	*VENDOR TOTAL					
CRUZ-TA WELDING SHOP REPAIR DOG CAGES 12/15	195.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		7773		618 00018
D.M.V. REGISTRATION FEES 12/15	307.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				618 00159
REGISTRATION FEES 12/15	418.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		1GNLC2E05ER176		618 00229
	725.00	*VENDOR TOTAL					
DEPARTMENT OF JUSTICE ALCHL ANALYSIS 12/15	35.00	CONTRACTURAL SERVICES	001.0411.060.028		134219		618 00039
DISPENSING TECHNOLOGY CO CRACK SEALANT 12/2015	2,010.74	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		8977		618 00016
DON ROSE OIL COMPANY INC VAL LUBE PUMP OIL 12/15	85.41	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		375495		618 00012
DORADO/DENISE K. EMPLOYEE W/HLDNG 12/15	1,385.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		DECEMBER 2015		618 00077
EMMETT'S EXCAVATION INC. DWNTWN EHNCMNT 12/15	147,143.99	CONSTRUCTION	020.0590.731.072		7		618 00231
DWNTWN EHNCMNT 12/15	19,064.06	CONSTRUCTION	023.0590.731.072		7		618 00232
	166,208.05	*VENDOR TOTAL					
EXETER POLICE K9 GS K9 "MEEKA" 12/2015	3,500.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				618 00213

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FARLEY LAW FIRM							
GENERAL MATTERS 12/15	2,957.07	LEGAL SERVICES - RETAINE	001.0410.060.025				618 00087
GARIBAY MATTERS 12/15	2,595.50	LEGAL SERVICES - RETAINE	001.0411.060.025				618 00088
WTR MTRS PROP 218 12/15	459.00	LEGAL SERVICES - RETAINE	063.0463.060.025				618 00089
THOMAS SEARCH CASE 12/15	873.50	LEGAL SERVICES - RETAINE	001.0411.060.025				618 00090
SUNSET DISPOSAL 12/15	402.00	LEGAL SERVICES - RETAINE	061.0461.060.025				618 00091
PAUL BAILEY CASE 12/15	1,031.77	LEGAL SERVICES - RETAINE	001.0411.060.025				618 00092
	8,318.84	*VENDOR TOTAL					
FGL ENVIRONMENTAL							
INORGANIC ANALYSIS 12/15	594.00	CONTRACTURAL SERVICES	062.0462.060.028		544175A		618 00025
FOOTHILLS SUN-GAZETTE/TH							
TRADITIONS MGNZ 12/15	129.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		43727		618 00127
PUBLIC HEARING 12/15	104.38	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		43787		618 00126
	233.38	*VENDOR TOTAL					
FRANCHISE TAX BOARD							
EMPLOYEE W/HLDNG 12/15	200.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		DECEMBER 2015		618 00082
FRESNO OXYGEN							
MEDICAL SUPPLIES 12/15	44.53	MEDICAL SUPPLIES	004.0414.060.040		61751165		618 00001
FRUIT GROWERS SUPPLY CO.							
SUPPLIES 12/2015	28.45	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		91710045		618 00188
PEST FUSILADE 12/15	93.75	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		91710955		618 00198
SUPPLIES 12/2015	20.69	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		91711419		618 00189
PEST SPREADER 12/2015	30.16	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91711878		618 00190
SUPPLIES 12/2015	260.97	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91713191		618 00191
COVERALLS 12/2015	30.52	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91714158		618 00187
PEST FUSILADE 12/15	112.10	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		91715069		618 00195
CREDIT 12/2015	71.07CR	INSURANCE & BONDING	062.0462.060.027		91716293		618 00196
CREDIT 12/2015	71.08CR	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		91716293		618 00197
SUPPLIES 12/2015	177.35	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91716432		618 00193
VALVE PRESS RELIEF 12/15	26.04	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91716483		618 00194
SUPPLIES 12/2015	39.45	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		91716992		618 00192
SUPPLIES 12/2015	126.83	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91717532		618 00186
	804.16	*VENDOR TOTAL					
GAS COMPANY/THE							
COW GAS 12/2015	121.81	UTILITIES	001.0410.060.021				618 00032
CITY YARD 12/2015	17.54	UTILITIES	001.0418.060.021				618 00033
FIRE STATION 12/15	35.13	UTILITIES	004.0414.060.021				618 00075
	174.48	*VENDOR TOTAL					
GLOBAL INTERNATIONAL							
CSTLE RCK ST SAFE 12/15	127,459.70	CONTRACTURAL SERVICES	020.0590.738.072				618 00085
CSTLE RCK ST SAFE 12/15	16,513.75	CONSTRUCTION	023.0590.738.072				618 00086
	143,973.45	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GROENIGER & CO SUPPLIES 12/2015	62.46	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		1134901		618 00017
SUPPLIES 12/2015	713.36	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		1136268		618 00030
SUPPLIES 12/2015	775.82	*VENDOR TOTAL					
GROSS & STEVENS FRNT WHEEL ALNGMNT 12/15	49.95	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		83551		618 00084
SUSPENSION PKGE 12/15	196.73	VEHICLE MAINTENANCE/OPER	001.0411.060.032		83589		618 00038
	246.68	*VENDOR TOTAL					
GUARDIAN-APPLETON EMPLYR CONTRBTNS 12/15	61.18	HEALTH INSURANCE	001.0403.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	59.61	HEALTH INSURANCE	001.0404.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	30.59	HEALTH INSURANCE	001.0405.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	64.17	HEALTH INSURANCE	001.0415.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	27.27	HEALTH INSURANCE	001.0416.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	103.74	HEALTH INSURANCE	001.0418.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	43.25	HEALTH INSURANCE	001.0421.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	144.87	HEALTH INSURANCE	001.0422.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	84.11	HEALTH INSURANCE	061.0461.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	374.51	HEALTH INSURANCE	062.0462.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	344.89	HEALTH INSURANCE	063.0463.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	131.21	HEALTH INSURANCE	021.0424.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	57.53	HEALTH INSURANCE	029.0429.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	29.76	HEALTH INSURANCE	032.0440.050.008		DEC. 2015		618 00210
EMPLYR CONTRBTNS 12/15	11.03	HEALTH INSURANCE	001.0402.050.008		DEC. 2015		618 00210
PD EMPLOYEES 12/15	904.15	HEALTH INSURANCE	001.0411.050.008		DECEMBER 2015		618 00211
FIRE EMPLOYEES 12/15	378.38	HEALTH INSURANCE	004.0414.050.008		DECEMBER 2015		618 00212
	2,850.25	*VENDOR TOTAL					
HAMNER JEWELL ASSOCIATES PLAZA PROJECT 12/2015	1,490.23	CONTRACTURAL SERVICES	020.0590.739.028		7819		618 00218
S. VLNCIA PROJ 12/15	1,425.00	CONTRACTURAL SERVICES	022.0590.734.028		7820		618 00219
	2,915.23	*VENDOR TOTAL					
HD SUPPLY WATERWORKS SUPPLIES WTR MTRS 12/15	1,877.90	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		E848024		618 00029
HIGH SIERRA LUMBER & SUP VLNTEER BLDNG 12/15	2,935.87	FIRE STATION MAINTENANC	004.0414.060.034		MULTIPLE		618 00115
SCOUT SHACK 10/2015	90.47	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		30186471		618 00013
216 E. NARANJO 12/2015	24.65	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		30186624		618 00014
SCOUT SHACK 12/2015	81.46	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		30187016		618 00015
SUPPLIES 12/2015	283.81	SPECIAL DEPARTMENT EXPEN	001.0423.060.029		30187261		618 00071
	3,416.26	*VENDOR TOTAL					
JENSEN & PILEGARD SUPPLIES 12/2015	134.12	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		308358		618 00034

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JUDICIAL DATA SYSTEMS CO PRKNG CITATIONS 12/15	100.00	CONTRACTURAL SERVICES	001.0411.060.028		5696		618 00209
K R C SAFETY CO, INC SAFETY SUPPLIES 12/15	2,792.19	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		22360		618 00019
SAFETY SUPPLIES 12/2015	2,792.19	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		22360		618 00020
JACKET PW 12/2015	90.93	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		22984		618 00023
JACKETS PW 12/2015	90.93	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		22984		618 00024
JACKETS PW 12/2015	442.52	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		23259		618 00021
JACKETS PW 12/2015	442.52	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		23259		618 00022
	6,651.29	*VENDOR TOTAL					
KELLER AND WEGLEY WATER TESTING	66.50	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				618 00007
LEAGUE OF CALIF CITIES LCL ST ASSMNT 12/15	150.00	CONTRACTURAL SERVICES	001.0422.060.028		102901		618 00070
LEFFINGWELL AG SALES CO, SUPPLIES 12/2015	1,158.29	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		197966		618 00208
LEO'S NURSERY SUPPLIES 12/2015	518.40	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		15454		618 00035
SUPPLIES 12/2015	275.40	CONTRACTURAL SERVICES	029.0429.060.028		15459		618 00010
	793.80	*VENDOR TOTAL					
OFFICE DEPOT SUPPLIES 12/2015	12.96	OFFICE SUPPLIES	001.0411.060.023		804410262001		618 00149
SUPPLIES 12/2015	30.65	OFFICE SUPPLIES	001.0410.060.023		804410262001		618 00150
SUPPLIES 12/2015	31.17	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		804410262001		618 00151
HEATER 12/2015	35.85	OFFICE SUPPLIES	001.0410.060.023		804410391001		618 00128
INK CARTRIDGES 12/15	88.14	OFFICE SUPPLIES	001.0411.060.023		804553873001		618 00129
KEYBOARD/ENVELOPES 12/15	115.81	OFFICE SUPPLIES	001.0410.060.023		805481902001		618 00130
COIN WRAPPERS 12/2015	14.53	OFFICE SUPPLIES	001.0410.060.023		805482218001		618 00131
SUPPLIES 12/2015	105.16	OFFICE SUPPLIES	001.0410.060.023		807596076001		618 00147
SUPPLIES 12/2015	125.78	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		807596076001		618 00148
SUPPLIES 12/2015	81.90	OFFICE SUPPLIES	001.0411.060.023		807990007001		618 00132
PAPER 12/2015	105.62	OFFICE SUPPLIES	001.0410.060.023		808730353001		618 00134
CALENDER/PLNER 12/15	24.93	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		808900145001		618 00158
COVER PSBD 12/2015	5.92	OFFICE SUPPLIES	001.0411.060.023		907990054001		618 00133
	778.42	*VENDOR TOTAL					
PROTECTION ONE ALARM SERVICES 12/15	47.72	CONTRACTURAL SERVICES	063.0463.060.028				618 00230
QUAD - KNOPF WTR WELLS DESIGN 12/15	8,275.91	CONTRACTURAL SERVICES	063.0463.060.028		82628		618 00096
2015 ST REHAB 12/2015	10,678.83	CONTRACTURAL SERVICES	022.0590.741.028		82629		618 00094
N VLICIA BLVD PROJ 12/15	5,974.86	CONTRACTURAL SERVICES	023.0590.740.028		82872		618 00119

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
QUAD - KNOFF							
WTR MTRS DESIGN 12/15	8,499.95	CONTRACTURAL SERVICES	063.0463.060.028		82874		618 00095
2015 ST REHAB 12/2015	303.84	CONTRACTURAL SERVICES	022.0590.741.028		82875		618 00093
SLF HELP PLN CHECK 12/15	2,782.26	CONTRACTURAL SERVICES	001.0416.060.028		82876		618 00098
GENRL ENGR SERV 12/15	3,245.58	CONTRACTURAL SERVICES	001.0416.060.028		82877		618 00099
CSL RK ST IMPVMT 12/15	8,439.64	CONTRACTURAL SERVICES	022.0590.738.028		82878		618 00116
DWNTWN PH 4 12/2015	1,349.26	CONTRACTURAL SERVICES	020.0590.736.028		82879		618 00233
S VLNCIA PROJ 12/15	10,404.51	CONTRACTURAL SERVICES	020.0590.734.028		82880		618 00121
WDLK RND ABT 12/15	2,928.40	CONTRACTURAL SERVICES	023.0590.731.028		82881		618 00120
DWNTWN PH. 1 12/2015	1,581.02	CONTRACTURAL SERVICES	020.0590.732.028		82882		618 00118
COMMNTY CNTR PROJ 12/15	5,606.63	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		82914		618 00122
DWNTWN PLAZA 12/15	18,311.62	CONTRACTURAL SERVICES	023.0590.739.028		82915		618 00124
WTR WELL DESNG 12/15	1,219.06	CONTRACTURAL SERVICES	063.0463.060.028		82916		618 00097
	89,601.37	*VENDOR TOTAL					
QUINN RENTAL SERVICES							
SUPPLIES 12/2015	142.94	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		PC740038684		618 00205
SUPPLIES 12/2015	142.94	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		PC740038684		618 00206
	285.88	*VENDOR TOTAL					
REYNOSO BUILDERS							
SEWER LATERAL 12/15	2,800.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		292 POMGRNTE		618 00056
RICK PERIGO ROADSIDDING							
DRILLED OATS AIRPRT 12/15	738.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		11-109		618 00207
SHRED-IT FRESNO							
ON SITE SHRED 12/15	77.66	SPECIAL DEPARTMENT EXPEN	001.0403.060.029		9408152452		618 00036
SIMMONS TIRE SERVICE							
TOWMASTER 12/2015	178.35	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		41804		618 00037
SOUTHERN CALIF EDISON CO							
VLNTR BLDNG FD 12/15	34.32	UTILITIES	004.0414.060.021				618 00006
WWTP 12/2015	29.57	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				618 00076
	63.89	*VENDOR TOTAL					
ST. JOHN'S RIVER MUTUAL							
ASSESSMENT NO 683 12/15	330.00	UTILITIES	001.0421.060.021		159		618 00222
T C A G							
2ND HLF MEMBERSHP 12/15	1,595.59	SPECIAL DEPARTMENT EXPEN	001.0401.060.029		16784017M		618 00135
TEAMSTERS LOCAL UNION NO							
PD UNION FEES 12/2015	176.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		DECEMBER 2015		618 00031
TULARE CO. SHERIFF'S OFF							
EMPLOYEE W/HLDNG 12/15	442.40	GARNISHMENT OF WAGES WIT	001.0000.200.033				618 00051
EMPLOYEE W/HLDNG 12/15	410.90	GARNISHMENT OF WAGES WIT	001.0000.200.033				618 00199
	853.30	*VENDOR TOTAL					

VENDOR NAME
DESCRIPTION

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VOYAGER FLEET SYSTEMS IN PD FUEL 12/2015	3,756.05	VEHICLE GASOLINE	001.0411.060.035		OCT. 2015		618 00046
CITY FUEL 12/2015	72.23	VEHICLE MAINTENANCE/OPER	001.0415.060.032		OCT. 2015		618 00047
CITY FUEL 12/2015	1,011.29	VEHICLE MAINTENANCE/OPER	062.0462.060.032		OCT. 2015		618 00047
CITY FUEL 12/2015	1,011.29	VEHICLE MAINTENANCE/OPER	063.0463.060.032		OCT. 2015		618 00047
CITY FUEL 12/2015	72.23	VEHICLE MAINTENANCE/OPER	001.0421.060.032		OCT. 2015		618 00047
CITY FUEL 12/2015	722.38	VEHICLE MAINTENANCE/OPER	001.0422.060.032		OCT. 2015		618 00047
TRANSIT FUEL 12/2015	996.29	VEHICLE MAINT/OPERATIONS	021.0424.060.032		OCT. 2015		618 00048
FIRE FUEL 12/2015	299.63	VEHICLE GASOLINE	004.0414.060.035		OCT. 2015		618 00049
	15,548.10	*VENDOR TOTAL					
VSCE INC. RNDABOUT PROJ. 12/15	32,222.87	CONTRACTURAL SERVICES	020.0590.731.028		6125		618 00068
RNDABOUT PROJ 12/15	4,174.82	CONTRACTURAL SERVICES	023.0590.731.028		6125		618 00069
	36,397.69	*VENDOR TOTAL					
WIRELESS INTERNET SERVIC WRLESS INIRNT ACCS 12/15	199.00	TELEPHONE	001.0410.060.020		11522940		618 00028
WOODLAKE AUTO PARTS FLR MATS 12/2015	37.79	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		619764		618 00152
SUPPLIES 12/2015	89.93	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		619886		618 00140
AUTO LIFT SUPPORT 12/15	42.53	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		620039		618 00139
HEADLAMP 12/2015	61.67	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		620192		618 00137
BLADE 12/2015	19.11	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		620704		618 00141
THERMOSTAT SEAL 12/15	39.56	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		620933		618 00136
ENGINE MAINT. 12/15	15.70	VEHICLE MAINTENANCE/OPER	004.0414.060.032		620950/621247		618 00074
CAR WASH GAL 12/15	28.63	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		621008		618 00145
GASKET MATERIAL 12/15	5.39	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		621019		618 00138
O-RINGS 12/2015	0.64	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		621027		618 00142
SPARK PLUG 12/15	10.95	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		621082		618 00143
SYNPOWER 12/2015	46.33	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		621335		618 00146
HALOGEN BULB 12/2015	21.96	VEHICLE MAINTENANCE/OPER	001.0411.060.032		621662		618 00144
	420.19	*VENDOR TOTAL					
WOODLAKE GROWERS SUPPLY TOWELS 12/2015	19.43	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		219072		618 00153
COUPLER 12/2015	3.87	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		220265		618 00156
COUPLER 12/2015	6.99	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		220328		618 00155
SUPPLIES 12/2015	7.40	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		220350		618 00154
REPAIR COUPLING 12/2015	7.98	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		220380		618 00157
	45.67	*VENDOR TOTAL					
WOODLAKE HARDWARE CO STATION MAINT. 12/2015	14.32	FIRE STATION MAINTENANC	004.0414.060.034		A1168		618 00002
PLUMBING 12/2015	3.42	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A1455		618 00170
SUPPLIES 12/2015	9.71	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		A1462		618 00176
CREDIT RETURNED 12/15	9.71 CR	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		A1463		618 00177
ENTRY LOCKSET 12/2015	15.11	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		A1463		618 00171

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WOODLAKE HARDWARE CO							
SCOUT SHACK 12/2015	53.98	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		A1595		618 00178
SUPPLIES 12/2015	124.77	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		A1627		618 00172
SCOUT SHACK SPLIES 12/15	41.00	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		A1631		618 00174
SUPPLIES 12/2015	18.99	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		A1777		618 00166
SUPPLIES 12/2015	3.42	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		A1815		618 00165
ADJ SPRAYER 12/2015	5.82	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		A1920		618 00163
STRAIGHT BIBB 12/2015	6.47	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		B1260		618 00168
ALK BATTERY 12/2015	9.71	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		B1447		618 00173
NUTS/BOLTS 12/2015	11.84	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		B1453		618 00169
THERMO HD PLUG 12/2015	2.69	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		B1500		618 00160
TOILET FLSH LEVER 12/15	5.39	SPECIAL DEPARTMENT	EXPEN 001.0411.060.029		B1649		618 00167
SUPPLIES 12/2015	5.39	SPECIAL DEPARTMENT	EXPEN 001.0421.060.029		B1718		618 00175
TANK REPAIR KIT 12/15	15.11	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		B2218		618 00162
REPAIR CLAMPS 12/2015	9.70	SPECIAL DEPARTMENT	EXPEN 063.0463.060.029		B2285		618 00164
SUPPLIES 12/2015	40.67	SPECIAL DEPARTMENT	EXPEN 001.0418.060.029		B2319		618 00161
	387.80	*VENDOR TOTAL					
WOODLAKE UNIFIED SCHOOL YEARBOOK AD MS 12/15	30.00	TRAINING EXPENSE	001.0403.060.037				618 00050

REPORT TOTALS:

718,431.36

Schedule of Bills

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

RECORDS PRINTED - 000278

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

December 14, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

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

BACKGROUND:

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

DISCUSSION:

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

RECOMMENDATIONS:

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

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

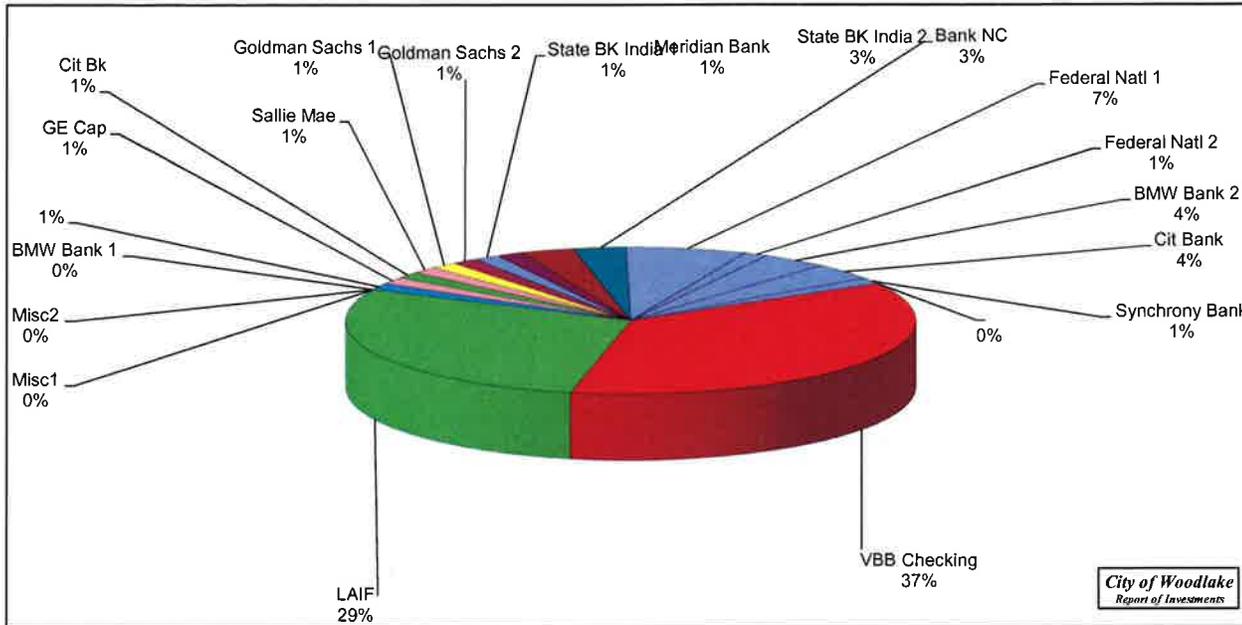
The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on December 14, 2015.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk



November 30, 2015

<u>Investment Type</u>	<u>Principal</u>	<u>Percent of Portfolio</u>	<u>Yield to Maturity</u>	<u>Settlement Date</u>	<u>Maturity</u>
Checking - Valley Business Bank	\$2,505,821	36.7%	None	N/A	N/A
LAIF	\$1,953,433	28.6%	0.28%	N/A	Daily
MBS - miscellaneous Portfolio Holdings	\$0	0.0%			
Finance500 - Net Portfolio Balance	\$10	0.0%			
BMW Bank	\$0	0.0%	2.00%	11/12/10	11/12/15
American Express Centurion Bk CFT Dep	\$100,595	1.5%	2.20%	11/21/15	10/21/20
GE Cap Finl Inc	\$100,910	1.5%	2.10%	12/02/11	12/02/16
Cit Bk (Salt Lake City UTAH)	\$98,099	1.4%	1.50%	12/04/13	12/04/17
Sallie Mae (Salt Lake City UT)	\$100,644	1.5%	2.15%	10/30/13	10/30/18
Goldman Sachs BK USA New York CTF	\$100,538	1.5%	2.00%	04/30/14	04/30/19
Goldman Sachs BK USA New York	\$100,266	1.5%	2.00%	06/11/14	06/11/19
State Bank India New York NY	\$100,118	1.5%	2.15%	09/11/14	09/11/19
Meridan Bank Natl Assn	\$101,136	1.5%	4.20%	03/03/08	02/08/16
State Bk India New York NY	\$204,593	3.0%	2.00%	04/27/12	04/27/17
Bank North Carolina NC	\$201,321	3.0%	1.60%	01/16/15	07/16/18
Federal Natl Mtg Assn Prin	\$469,225	6.9%	2.50%	04/27/12	02/01/19
Federal Natl Mtg Assn S/CAP	\$91,333	1.3%	2.50%	04/27/12	10/09/19
BMW Bank of North America	\$251,915	3.7%	2.15%	12/10/14	12/10/19
CIT BK Salt Lake City UT CD	\$250,412	3.7%	2.25%	12/24/14	12/24/19
Synchrony Bank	\$93,150	1.4%	1.90%	03/06/15	03/06/20
Total Portfolio	\$6,823,518	100%			

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


 Ramon Lara, City Administrator

12/04/15
 Date

City of Woodlake

AGENDA ITEM IV-D

December 14, 2015

Prepared by Ramon Lara, City Staff

SUBJECT: Action: Adoption of Resolution: Approval of the Agreement Between Wendall Reed and the City of Woodlake for the Structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286

BACKGROUND:

The City of Woodlake owns and leases a structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286 to Wendall Reed. The structure has operated as the Runway Café for many years. The lease on this agreement ends on December 14, 2015 and the current tenant wishes to reenter into the lease for one more year.

DISCUSSION:

Mr. Reed and his staff have done a good job running the current Runway Café. They provide good service and have been good tenants. Mr. Reed agrees to enter into a one year lease agreement with a monthly rent of \$1,500 that would begin December 15, 2015.

RECOMMENDATIONS:

Staff recommends that the City of Woodlake enter into a one year lease agreement with Wendall Reed for the property at 861 S. Valencia Blvd. Woodlake, CA 93286.

FISCAL IMPACT:

The City of Woodlake will collect a monthly rent of \$1,500.

ATTACHMENTS:

1. Resolution: Approval of the Agreement Between Wendall Reed and the City of Woodlake for the Structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286
2. Agreement Between Wendall Reed and the City of Woodlake for the Structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286

CITY OF WOODLAKE

LEASE AGREEMENT

1. **DATE:** This Lease is made and entered into in duplicate original this 15th day of December, 2015, effective December 15, 2015.

2. **PARTIES:** This Lease is entered into by and between **CITY OF WOODLAKE**, hereinafter referred to as Lessor, and **WENDALL REED**, 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 described in Exhibit A attached hereto, and made part of this Agreement.

4. **TERM:** The term of this Lease is for one (1) year.

5. **MONEY DUE FROM LESSEE:**
 - a. **RENT:** Rental per month for the leased premises shall be \$1,500.00. The rent is payable in advance on or before the first day of each month, and such additional rental as may become due under the terms hereof, as hereinafter more particularly specified. A service charge of one and one-half percent (1 1/2%) per month will be added to amounts fifteen (15) days or more past due.

 - 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.

Lease Agreement - CITY OF WOODLAKE

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, water, sewage/septic, telephone, alarm (including monitoring) and other charges for all other public utilities and services, including, without limitation, lights, light bulbs, power, refuse, 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.

Lease Agreement - CITY OF WOODLAKE

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

Lease Agreement - CITY OF WOODLAKE

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

Lease Agreement - CITY OF WOODLAKE

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 restaurant 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.

19. **LESSEE'S DEFAULT:**

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

(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

Lease Agreement - CITY OF WOODLAKE

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

Lease Agreement - CITY OF WOODLAKE

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

Lease Agreement - CITY OF WOODLAKE

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. The commercial building, as identified in Exhibit A, is subject to certain non-exclusive easements for ingress and egress over and across portions of the parking.

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.

Lease Agreement - CITY OF WOODLAKE

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, Wendall Reed, at 861 S. Valencia, Woodlake, California 93286, or personally served on him.

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 and its Exhibit 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.

Lease Agreement - CITY OF WOODLAKE

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:
Wendall Reed

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

Exhibit A

Property is located at 861 S. Valencia, Blvd. Woodlake, Ca. 93286. The property consists of one structure and surrounding parking. The following inventory is part of the structure and shall serve as an inventory list:

1EA	IMPERIAL IR-G48 48" GRIDDLE W/TWO OVENS
2EA	IMPERIAL FRYER IFS-40
1EA	IMPERIAL FOUR BURNER HOT PLATE # IHPA-4-24
1EA	DUKE HOT FOOD WARMER # 304E
1EA	GLASS DOOR REFRIGERATOR BEV. AIR # MT21-1
1EA	REFRIGERATED FOOD PREP TABLE BEV. AIR # SPE48-12
1EA	TWO DOOR REFRIGERATION BEV. AIR # KR48-1
1EA	SINGLE DOOR FREEZER BEV. AIR # KF24-1
1EA	40 LB GREASE TRAP
1EA	S/S THREE COMPARTMENT CORNER SINK
1EA	S/S WORKS TABLE 48" W/DRAWERS
1EA	S/S DROP-IN SINK W/FAUCET
1EA	ICE MACHINE MAKER HOSHIZAKI # F-500 BAF
1EA	S/S SOIL SIDE DISHTABLE W/SCRAP SINK
1EA	S/S CLEAN SIDE DISHTABLE 60"x30"
1EA	CMA CORNER DISHMACHINE # EVA-2000
20EA	EURO CHAIRS, OAK W/BLACK SEATS
3EA	EURO BARSTOOL OAK W/BLACK SEAT
1EA	CUSTOM "C" BOOTH 4'x8'x8'x4'
1EA	CUSTOM BENCH BANQUETTE STYLE SEAT 10'x3'
3EA	CUSTOM TABLE WITH BASE, 24"x30" TWO WITH SLIDE IN TRACK KITS

4EA CUSTOM TABLE WITH BASE, 36"x36"

5EA CUSTOM PULLMAN STYLE BOOTH, 4'x6' / WITH TABLE AND BASE

1EA CUSTOM CUSTOMER, 90"x24"x41" WITH OPEN STORAGE

1EA CUSTOM CUSTOMER, 48"x24"x41" WITH OPEN STORAGE

1EA COMMERCIAL TOASTER 4-SLIDE POP-UP # WCT 800

2EA HIGH CHAIR/BOOSTER SEAT

4EA 20" ADAPTOR BARS FOR STEAMTABLE

2EA IMPERIAL OVEN RACKS

1EA 48" WALL MOUNT TICKET SLIDE

12EA S/S WALL SHELVES VARIOUS SIZES

2EA WARING DRINK MIXERS, 3 HEAD SPINDLES

1EA COMMERCIAL MICROWAVE OVEN PANASONIC 1000 WATTS # NE1024

1EA REFRIGERATED FOOD PREP TABLE W/CASTERS # TSSU-27-8

4EA S/S SPILLAGE PANS

40EA S/S DEEP PAN INSERTS

31EA PAN COVERS

12EA S/S DEEP CLR PANS WITH COVERS

6EA S/S BLENDERS CUPS FOR SPINDLE MIXER

1EA OVERHEAD FOOD WARMER # 0H48H7T

City of Woodlake

AGENDA ITEM IV-E

December 14, 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 requested informal bids for the construction of a test well along the St. Johns River. Well contractors are in large demand and soliciting bids was a challenge. The City was able to secure the services of Western Strata Exploration, Inc., who began drilling a new well on October 20, 2015. The well will now be engineered and connected to the current system.

RECOMMENDATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 14th day of December 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 December 14, 2015.

AYES:
NOES:
ABSTAIN
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-F

December 14, 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 and has continued to reaffirm them at every Council meeting.

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

DISCUSSION:

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

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

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

RECOMMENDATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council approves \$186,000 in expenditures and authorizes the City Administrator to enter into an agreement for the drilling of a 400ft deep hole and a 16 inch wide steel casing and that Council will review the need for continuing emergency expenditures at every regularly scheduled meeting hereafter until the drought emergency is terminated or no further emergency expenditures are necessary. [Note: Public Contract Code section 22050(c) requires the governing board to review the emergency expenditures at every regularly scheduled meeting until the governing body terminates the emergency expenditure or emergency no longer exists.] **DECLARED** this 14th day of December 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 December 14, 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-B

December 14, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolutions: Receive Public Comments, Waive 1st Reading, and Set 2nd Reading Date of Ordinances Amending or Adding Chapter 1.11, Chapter 1.13, Chapter 8.50, Chapter 8.51 and Chapter 13.13 of the Woodlake Municipal Code

BACKGROUND:

The City is introducing drafts of the following ordinances:

Chapter 1.11 Administrative Fines – The provisions of this ordinance are intended to provide a process by which the City of Woodlake can fairly and promptly enforce its ordinances. The City Council finds that there is a need for an alternative method to enforce provisions of its ordinances, as amended from time to time. The City Council further finds that the assessment of civil fines and penalties through an administrative hearing procedure for code violations in accordance with Government Code section 53069.4 is a necessary, alternative method of ordinance enforcement.

Chapter 1.13 Administrative Appeals – The provisions of this ordinance are intended to provide a process by which the City of Woodlake can fairly and promptly process appeals of administrative decisions.

Chapter 8.50 Medical Marijuana – The City of Woodlake is proposing to enact restriction on medical marijuana dispensaries, mobile dispensaries, cooperatives, collectives and cultivation.

Chapter 8.51 Mobile Marijuana Dispensaries – The City of Woodlake is proposing to prohibit mobile marijuana dispensaries.

Chapter 13.13 Model Water Efficient Landscape Ordinance – The City of Woodlake is proposing to add an ordinance that promotes the values and benefits of landscaping practices that integrate and transcend the conservation and efficient use of water.

DISCUSSION:

The purpose of this public hearing is to give citizens an opportunity to make their comments known regarding the proposed amendments and/or additions to Chapter 1.11 Administrative Fines, Chapter 1.13 Administrative Appeals, Chapter 8.50 Medical Marijuana, Chapter 8.51 Mobile Marijuana Dispensaries, and Chapter 13.13 Model Water Efficient Landscape ordinances.

City Staff will also recommend waiving the first reading of the ordinance and setting the date of January 11, 2016 as the second reading.

RECOMMENDATIONS:

City staff recommends that Council receive public comments, waive 1st reading, and set 2nd reading date and adoption of a ordinances amending and/or adding Chapter 9.20, Chapter 5.33, Chapter 13.04, Chapter 9.08, Chapter 10.19 and Chapter 17.74 of the Woodlake Municipal Code

FISCAL IMPACT:

None

ATTACHMENTS:

1. Chapter 1.11 Administrative Fines
2. Chapter 1.13 Administrative Appeals
3. Chapter 8.50 Medical Marijuana
4. Chapter 8.51 Mobile Marijuana Dispensaries
5. Chapter 13.13 Model Water Efficient Landscape Ordinance
6. Resolution: Receive Public Comments, Waive 1st Reading, and Set 2nd Reading Date of Ordinances Amending or Adding Chapter 1.11, Chapter 1.13, Chapter 8.50, Chapter 8.51 and Chapter 13.13 of the Woodlake Municipal Code

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

In the matter of:

RECEIVING PUBLIC COMMENTS, WAIVING)	
1 ST READING, AND SETTING 2 ND READING)	Resolution No.
DATE OF ORDINANCES AMENDING OR)	
ADDING CHAPTER 1.11, CHAPTER 1.13,)	
CHAPTER 8.50, CHAPTER 8.51 AND)	
CHAPTER 13.13 OF THE WOODLAKE)	
MUNCIPAL CODE)	

Councilmember _____, offered the following resolution and moved its adoption. Receive public comments, waive 1st Reading, and set 2nd Reading date of ordinances amending or adding Chapter 1.11, Chapter 1.13, Chapter 8.50, Chapter 8.51 and Chapter 13.13 of the Woodlake Municipal Code.

WHEREAS, the City of Woodlake wishes to update or add the following ordinances:

Chapter 1.11 Administrative Fines

Chapter 1.13 Administrative Appeals

Chapter 8.50 Medical Marijuana

Chapter 8.51 Mobile Marijuana Dispensaries

Chapter 13.13 Model Water Efficient Landscape Ordinance

WHEREAS, the City of Woodlake wishes to amend the Municipal Code; and

WHEREAS, the City of Woodlake held a public hearing at the December 14, 2015 City Council meeting to receive comments regarding these ordinances; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to receive comments related to the proposed amendments and additions to the Chapter 1.11, Chapter 1.13, Chapter 8.50, Chapter 8.51 and Chapter 13.13 of the Woodlake Municipal Code and waives the 1st reading of the ordinance and sets the 2nd reading and adoption date for January 11, 2016.

The foregoing resolution was adopted upon a motion of Councilmember Martinez, and seconded by Councilmember Gonzalez Jr., and carried by the following vote at the City Council meeting held on December 14, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

ORDINANCE NO. _____

AN ORDINANCE ENACTING A PROCESS FOR ISSUING ADMINISTRATIVE FINES AND PENALTIES TO ENFORCE CITY ORDINANCES.

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

Section 1. NAME. This ordinance shall be known and referred to as the “Administrative Fines and Penalties Ordinance”.

Section 2. PURPOSE. The provisions of this ordinance are intended to provide a process by which the City of Woodlake (“**Woodlake**”) can fairly and promptly enforce its ordinances.

Section 3. CODE ADOPTION. Chapter 1.11 of Title 1 of the Municipal Code of the City of Woodlake is hereby repealed.

Section 4. CODE ADOPTION. Chapter 1.11 of Title 1 of the Municipal Code of the City of Woodlake is enacted to read in its entirety as follows:

Chapter 1.11

ADMINISTRATIVE FINES AND PENALTIES

Section 1.11.010 PURPOSE:

The City Council finds that there is a need for an alternative method to enforce provisions of its ordinances, as amended from time to time. The City Council further finds that the assessment of civil fines and penalties through an administrative hearing procedure for code violations in accordance with Government Code section 53069.4 is a necessary, alternative method of ordinance enforcement.

Section 1.11.020 CUMULATIVE WITH OTHER REMEDIES:

The enforcement remedy of administrative assessment of civil fines and penalties established in this ordinance shall be cumulative and in addition to any other applicable statutory, administrative or judicial remedy authorized by any applicable law or ordinance.

Section 1.11.030 DEFINITIONS:

(a) “Enforcement Officer” means the Code Enforcement Officer

designated by the City Manager, including any deputies of the Code Enforcement Officer, and any sworn peace officer employed by the City of Woodlake.

(b) “Property owner” means the owner of record of the real property, upon which a violation of a City ordinance exists, as shown on the most recent equalized tax roll, the occupant of that real property, the person in possession of that real property and any other interested person responsible for such property or the violation.

(c) “Notice of Violation” means the “*NOTICE OF VIOLATION, ORDER TO CORRECT AND NOTICE OF ASSESSMENT OF ADMINISTRATIVE FINES AND PENALTIES*” or its substantial equivalent, issued by the Enforcement Officer in compliance with this Chapter.

(d) “Person” means any natural person, partnership, trust, corporation, limited liability company, association, society, club or other entity but shall not include the City or any of its employees and agents acting within the scope and course of such employment or agency.

Section 1.11.040 IMPOSITION OF CIVIL FINES AND PENALTIES:

(a) Any person violating any provision of an ordinance enacted by the City, as amended from time to time, shall be subject to the assessment of civil fines and penalties pursuant to the administrative procedures established in this Chapter and authorized by Government Code section 53069.4.

(b) Each and every day that a violation of any City ordinance exists shall constitute a separate and distinct violation.

Section 1.11.050 ENFORCEMENT AUTHORITY:

(a) The Enforcement Officer shall have the authority and powers necessary to determine whether a violation of a City ordinance exists and the authority to take appropriate action to gain compliance with the provisions of all ordinances enacted by the City. These powers include the power to issue a Notice of Violation; the power to assess and collect civil fines and penalties as provided in this Chapter; and the power to enter and inspect private property within the boundaries of the City pursuant to the consent of the property owner or other person in charge, or a warrant.

(b) These inspections may include, but are not limited to, the taking of

photographs or video recordings and the taking of samples or other physical evidence. All entries, examinations, inspections and surveys shall be conducted in a reasonable manner. If all property owners, tenants or other responsible persons refuse to consent to the entry or inspection by the Enforcement Officer, the Enforcement Officer may seek and obtain an inspection warrant pursuant to Part 3, Title 13 of the Code of Civil Procedure (commencing with section 1822.50) except that, notwithstanding section 1822.52 of the Code of Civil Procedure, the warrant shall be issued only upon probable cause.

Section 1.11.060 AMOUNT OF FINES AND PENALTIES:

Any person who violates any provisions of any ordinance enacted by the City, as amended from time to time, or any person who owns property upon which a violation exists, irrespective of whether that person caused the violation, shall be subject to an administrative fine or penalty up to the maximum amounts set forth in this Chapter.

Section 1.11.070 AMOUNT OF FINE:

The Enforcement Officer may impose as the administrative fine, an amount up to the maximum fine or penalty amounts for infractions set forth in subsection (b) of California Government Code section 36900, to the extent permitted by law; the Enforcement Officer may impose the fine if the violation is not abated by the date specified in the Notice of Violation issued in compliance with section 1.11.100 of this Chapter. If each day the violation exists is deemed a separate violation, the amount of the fine which may be imposed shall be calculated based upon the number of calendar days from the date of transmittal of the Notice of Violation through the date of abatement.

Section 1.11.080 INTEREST:

Any administrative fine and penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing on the 20th day after the penalty becomes a final decision or order.

Section 1.11.090 DETERMINATION OF FINE:

(a) The Enforcement Officer shall determine the amount of fines or penalties in the first instance. In making the determination, the Enforcement Officer may take into account the facts and circumstances of the violation, including without limitation the following factors:

- (1) The length of the time the violations existed;
- (2) The culpability of the owner and the willfulness of the violation;
- (3) The number of previous violations of the same or related type committed by the owner within the preceding twelve (12) months;
- (4) The extent of the violation and the effect of the violation on other residents within the boundaries of the City;
- (5) Attempts, if any, to comply with the applicable ordinance(s);
- (6) The time necessary to abate the violation; and
- (7) Any other information relevant to a determination of the fine.

(b) In making a determination of the amount of the fine, the Enforcement Officer may consider any relevant information including, without limitation, any information submitted by the property owner. In the event that the Enforcement Officer determines that the violation was not caused by, or with the knowledge of, the present property owner, the Enforcement Officer may reduce or eliminate the fine. In the event the Enforcement Officer determines that the correction of the violation is not feasible, and the violation does not impact other residents within the boundaries of the City, the Enforcement Officer may reduce or eliminate the fine.

Section 1.11.100 NOTICE OF VIOLATION, ORDER TO CORRECT AND NOTICE OF ASSESSMENT OF ADMINISTRATIVE FINES AND PENALTIES:

Upon determining that a violation exist of any ordinance enacted by the City, the Enforcement Officer may take the following steps:

(a) Issue a “*NOTICE OF VIOLATION, ORDER TO CORRECT, AND NOTICE OF ASSESSMENT OF ADMINISTRATIVE FINES AND PENALTIES*” to the property owner by certified mail or by personal service. The Notice of Violation shall specify or contain:

- (1) The name and address of the property owner, and the address and Assessor’s Parcel Number (“APN”) of the real property where the violation exists;

(2) A statement that a determination has been made that a violation of the particular ordinance exists on the identified property and specifying the sections of the ordinance violated and the conditions constituting each and every violation;

(3) A specified time period of not less than thirty (30) days from receipt of the Notice of Violation within which the violation must be abated;

(4) A statement advising the property owner that in the event the violation is not abated by the deadline specified in the Notice of Violation, the property owner shall be subject to administrative fines and penalties under this Chapter and specifying the maximum amount of such fines and penalties;

(5) A statement that the property owner may submit in writing to the hearing officer any information relating to the determination of the existence of the violation or violations or the amount of the fine to be imposed;

(6) A statement of any additional potential consequences that could occur if the violation continues after the expiration of the deadline specified in the Notice of Violation including, but not limited to, criminal prosecution, civil injunction, administrative abatement, judicial abatement, summary abatement, revocation of permits, recordation of Notice of Violation, and withholding of future City permits.

(7) A statement that the property owner affected by the Notice of Violation may appear before the hearing officer at the date and time specified in the Notice of Violation to appeal the findings, determinations and amount of potential fines and penalties set out in the Notice of Violation.

(8) A statement that should the property owner fail to appear at the appeal hearing specified in the Notice of Violation, the findings, determinations and amounts of administrative fines set out in the Notice of Violation shall be final.

(b) The Enforcement Officer may, in her/his discretion, record a copy of the Notice of Violation with the County Recorder of the County of Tulare. In the event of such recordation, and in the event that the Notice of Violation is subsequently modified, the Enforcement Officer shall record an Amended Notice of Violation. Correction or abatement of the violation

shall not excuse the owner's liability for costs incurred during the administrative abatement process. In the event that the Notice of Violation is eliminated through the appeal process or because the violations have been corrected within the deadline specified in the Notice of Violation, the Enforcement Officer shall record a "NOTICE OF WITHDRAWAL OF NOTICE OF VIOLATION" or a "NOTICE OF SATISFACTION AND COMPLIANCE WITH NOTICE OF VIOLATION", as warranted.

(c) If the Enforcement Officer determines that an effort is being made to correct the violation, he or she may grant an additional period of time for correction of the violation. Unless the Notice of Violation is appealed as provided in section 1.11.110 of this Chapter, the Notice of Violation shall constitute the final administrative order or decision of the City and the assessment of administrative fines and penalties shall become a final order or decision within the meaning of Government Code section 53069.4(b)(1).

(d) Notwithstanding subsection (a) above, the Enforcement Officer may require immediate abatement of a violation if the violation creates an imminent danger to the health and safety of other persons or property within the boundaries of the City, including City staff and City property. Such summary abatement must comport with all applicable laws and any requirements enacted in the Woodlake Municipal Code or such other uniform code which has been adopted by the City.

Section 1.11.110 INITIAL APPEAL OF NOTICE OF VIOLATION:

(a) The Notice of Violation shall set an appeal hearing which shall be no sooner than twenty (20) days and no later than forty-five (45) days following the issuance of the Notice of Violation. Failure of the property owner to timely appear will result the Notice of Violation and the assessment of administrative fines and penalties to immediately become a final order or decision.

(b) During the appeal hearing, the hearing officer shall: review the Notice of Violation; review any relevant evidence submitted by the property owner; consider the factors set forth in section 1.11.090 of this Chapter; and either uphold, withdraw or modify the Notice of Violation and the fines and penalties specified in the Notice of Violation. The hearing officer shall serve a copy of his or her written decision on the property owner. The written decision shall also include or be accompanied by a description of the right to appeal the hearing officer's decision to the City Council as provided in section 1.11.120 of this Chapter. Service of the hearing officer's decision shall be complete within five (5) calendar days after the

date it was mailed by first-class U.S. mail to the property owner at the address shown on the last equalized tax roll.

(c) The decision of the hearing officer shall constitute the administrative order or decision of the City and be final and confirmed within the meaning of Government Code section 53069.4(c) unless appealed to the City Council as set out in section 1.11.120 of this Chapter.

Section 1.11.120 APPEAL TO THE CITY COUNCIL:

(a) The person who appealed the Notice of Violation pursuant to section 1.11.110 of this Chapter may appeal the decision of the hearing officer to the City Council pursuant to **Title 1** of the Woodlake Municipal Code and subject to all of the requirements of this Chapter which shall be controlling to the extent of any inconsistency with **Chapter 1.13 of Title 1**.

(b) A notice of appeal must be in writing, must be filed with the City Clerk and must state specifically all of the claimed errors, abuses of discretion and other grounds for the appeal. The City Council shall consider only the issues raised in the timely notice of appeal as a basis for appeal. The appellant, with approval of the City Council, may amend the written notice of appeal to include additional issues, before submission to the City Council for decision.

(c) At the time of filing the appeal, the appellant must pay a fee in an amount adequate to cover the cost of processing and hearing the appeal, as established from time to time by resolution of the City Council. The City shall also recover from the appellant the costs of preparation of any transcript of testimony requested by the appellant.

(d) The City Clerk shall cause a notice of hearing to be mailed to the appellant by first-class mail specifying the date, time and location where the City Council will meet and hear the appeal, which date shall be not less than five (5) calendar days after the date of mailing the notice. The City Clerk shall also give a copy of said notice to the responding City officer or employee. Upon receipt of the notice of hearing from the City Clerk, the responding City officer or employee shall transmit to the City Clerk copies of all documents pertaining to the matter under appeal, a transcript of testimony as the appellant shall specifically request and pay for, and a summary of all of the evidence presented to the responding City officer or employee. The City Clerk shall also give such other notices as may be required by law or ordinance.

(e) At the time fixed by the City Clerk, the City Council shall meet to

review the appeal. The appellant may appear and be heard on the matter.

(f) The Notice of Violation and the written decision of the hearing officer shall be admitted into evidence. The appellant shall bear the burden of proving that the decision of the hearing officer should be vacated or modified.

(g) In reviewing the decision of the hearing officer, the City Council shall consider the factors set forth in section 1.11.090 of this Chapter, and shall uphold, repeal or modify the decision of the hearing officer; and the City Council shall uphold, eliminate, or modify any fines and penalties assessed by the hearing officer. The written decision shall also include or be accompanied by a description of the appellant's right to appeal the decision as provided in Government Code section 53069.4 and section 1.11.130 of this Chapter.

(h) At the hearing on appeal, the City Council shall review the documents pertaining to the matter, offered summaries of the evidence, such transcript of testimony as may be furnished; and will hear such testimony as is relevant to the issues raised in the appellant's notice of appeal and any amendments thereto. Oral evidence shall be taken on oath or affirmation. Each side shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues on appeal even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If a party does not testify on her/his own behalf she/he may be called and examined as if under cross-examination. The hearing need not be conducted according to technical rules of evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but may be rejected by the City Council if deemed unreliable. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at a hearing. Irrelevant and unduly repetitious evidence shall be excluded. At the conclusion of the hearing, the City Council may affirm, reverse or modify the finding, decision or action, or may refer the matter back for further action.

(i) The decision of the City Council shall constitute the final administrative order or decision of the City within the meaning of

Government Code section 53069.4(b)(1) and (c). The City Clerk shall cause a copy of the City Council's written decision to be served by first-class mail on the appellant specified in the written notice of appeal. Service of the City Council's decision shall be complete on the fifth (5th) day after the date it is mailed by the City Clerk to the address provided by the appellant on the notice of appeal.

Section 1.11.130 JUDICIAL REVIEW:

(a) Any person aggrieved by a final administrative order or decision imposing an administrative fine after an appeal under section 1.11.120 of this Chapter may seek review in the Tulare County Superior Court pursuant to the terms of Government Code 53069.4(b).

(b) Judicial review of a decision of the City Council made after a hearing pursuant to section 1.11.120 shall be made pursuant to section 1094.6 of the California Code of Civil Procedure where and to the extent said section may be applicable.

Section 1.11.140 ENFORCEMENT AND COLLECTION:

When an administrative fine or penalty becomes a final order under this Chapter or Government Code section 53069.4, the City may proceed to collect the fine or penalty as follows:

(a) The City may commence a civil action to enjoin and/or collect the administrative fines and penalties. In the event a civil action is commenced to collect the administrative fines and penalties, the City shall be entitled to recover all costs associated with the collection of the fines and penalties. Costs include, without limitation, staff time incurred in the collection of the penalty and those costs set forth in Code of Civil Procedure section 1033.5.

(b) The amount of any unpaid final administrative fine, plus interest, plus any other costs as provided in this Chapter, may be declared a lien on any real property owned by the property owner against whom an administrative penalty has been imposed, as follows:

(1) Notice shall be given to the property owner before recordation of the lien, and shall be served in the same manner as a summons in the civil action pursuant to Code of Civil Procedure section 415.10 et seq.;

(2) The lien shall attach when the City records it with the County Recorder's office. The lien shall specify the amount of the lien, the

date of the code violations, the date of the final decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel; and

(3) In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, the City shall record a notice of the discharge containing the information specified in subsection (b).

(c) The City may withhold issuance of licenses, permits and other entitlements to the property owner on any project, property, or application of any kind whenever an administrative penalty remains unpaid.

(d) The City may take such other actions as are allowed for enforcement of a civil judgment as provided for pursuant to the Enforcement of Judgments Law, commencing with California Code of Civil Procedure section 680.010.

Section 5. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 6. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 7. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action

acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 8. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 9. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 10. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on the ____ day of

_____, 2015, at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA, Mayor
CITY OF WOODLAKE

ATTEST:

IRENE ZACARIAS, CITY CLERK
CITY OF WOODLAKE

MD/01212011 - Woodlake - Ordinance, Administrative Fines & Penalties-1.rtf

ORDINANCE NO. _____

AN ORDINANCE ENACTING A PROCESS FOR THE
APPEAL OF ADMINISTRATIVE DECISIONS.

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

Section 1. NAME. This ordinance shall be known and referred to as the
“Appeals Ordinance”.

Section 2. PURPOSE. The provisions of this ordinance are intended to provide
a process by which the City of Woodlake (“**Woodlake**”) can fairly and promptly process
appeals of administrative decisions.

Section 3. CODE ADOPTION. Chapter 13 of Title 1 of the Municipal Code of
the City of Woodlake is added to read in its entirety as follows:

Chapter 1.13

ADMINISTRATIVE APPEALS

Section 1.13.010 APPEAL TO THE CITY COUNCIL:

As to any matter, which the City Council by ordinance or resolution makes
subject to the provisions of this section, the appeal to the City Council and
its review shall be controlled by the following rules:

(a) An appeal from a finding, decision or action of an official of the City
of Woodlake shall be taken by filing a written Notice of Appeal within ten
(10) calendar days after the finding, decision or action is announced to the
person affected, or, in those cases where written notice of the finding,
decision or action is required, within ten (10) calendar days after the
mailing of the notice of the finding, decision or action. The finding,
decision or action shall be final unless such written notice of appeal is filed
within said ten (10) day period. A Notice of Appeal must be in writing,
must be filed with the City Clerk and must state specifically the claimed
error or abuse of discretion. The City Council shall consider only the issues
raised in the Notice of Appeal as a basis for appeal. The appellant, with
approval of the City Council, may amend the written Notice of Appeal to
include additional issues, before submission to the City Council for
decision.

(b) Upon the filing of the Notice of Appeal, the City officer or employee
shall transmit to the City Clerk copies of all documents pertaining to the

matter under appeal, a transcript of testimony as the appellant shall specifically request and pay for, and a summary of all of the evidence presented. The City shall recover from the appellant the costs of preparation of any transcript of testimony requested by the appellant.

(c) The City Clerk shall give notice to the appellant, the applicant (if the applicant is not the appellant) and to the responding City officer or employee of the date when the appeal will be heard by the City Council. In addition, the City Clerk shall give such other notice as may be required by law or ordinance.

(d) At the hearing on appeal, the City Council shall review the documents pertaining to the matter, offered summaries of the evidence, such transcript of testimony as may be furnished; and will hear such testimony as is relevant to the issues raised in the Notice of Appeal and any amendments thereto. Oral evidence shall be taken on oath or affirmation. Each side shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues on appeal even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If a party does not testify on her/his own behalf she/he may be called and examined as if under cross-examination. The hearing need not be conducted according to technical rules of evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but may be expressly or implicitly rejected by the Council if deemed unreliable. The rules of privilege shall be effective to the extent that they are otherwise required by constitution or statute to be recognized at a hearing. Irrelevant and unduly repetitious evidence shall be excluded. At the conclusion of the hearing, the City Council may affirm, reverse or modify the finding, decision or action, or may refer or remand the matter back to staff for further action.

(e) The decision of the City Council shall constitute the final administrative order or decision of the City. The City Clerk shall cause a copy of the City Council's written decision to be served by first-class mail on the appellant specified in the written notice of appeal. Service of the City Council's decision shall be complete on the fifth (5th) day after the date it is mailed by the City Clerk to the address provided by the appellant

on the notice of appeal.

(f) Except when otherwise mandated by applicable law, judicial review of a decision of the City Council made after a hearing pursuant to this section shall be made pursuant to section 1094.6 of the California Code of Civil Procedure where and to the extent said section may be applicable.

(g) The provisions of this section shall be applicable only where there is a specific reference to this section by resolution or ordinance, directing that the provisions of this section shall control, or where the right of appeal is expressly granted but no superseding appeal procedures are specifically provided.

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections,

subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on the ____ day of _____, 2015, at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA, Mayor
CITY OF WOODLAKE

ATTEST:

IRENE ZACARIAS, CITY CLERK
CITY OF WOODLAKE

MD/01212011 - Woodlake - Administrative Appeals-1.rtf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WOODLAKE
ENACTING RESTRICTIONS ON MEDICAL
MARIJUANA DISPENSARIES, MOBILE DISPENSARIES,
COOPERATIVES, COLLECTIVES AND CULTIVATION.

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

Section 1. PURPOSE. The provisions of this ordinance are intended in order to promote the public health, safety, comfort and general welfare, to provide a plan for sound and orderly development, and to ensure social and economic stability within the various zones established by the Woodlake Zoning Ordinance.

Section 2. CODE REPEAL. The definition of “medical marijuana dispensary” in subsection (d) of section 8.50.010 of Title 8 of the Woodlake Municipal Code is hereby repealed.

Section 3. CODE AMENDMENT. The following definitions are added as subsections (d), (e) and (f) to section 8.50.010 of Chapter 8.50 of Title 8 of the Woodlake Municipal Code:

(d) Development application: An application for any permit or approval to be issued by any City of Woodlake officer, employee, department or other office, including subdivisions, land-use permits, variances, building permits or any other entitlement for use.

(e) Medical marijuana dispensary: A facility where marijuana is made available for medical purposes in accordance with California Health and Safety Code section 11362.5 (Proposition 215). Notwithstanding the foregoing, “medical marijuana dispensary” shall not include the following uses, so long as the location of such land uses are otherwise regulated by the Woodlake Municipal Code or applicable law: (a) a clinic licensed pursuant to chapter 1 of division 2 of the California Health and Safety Code; (b) a healthcare facility licensed pursuant to chapter 2 of division 2 of the California Health and Safety Code; (c) a residential care facility for persons with chronic life threatening illness licensed pursuant to chapter

3.01 of division 2 of the California Health and Safety Code; (d) a residential care facility for the elderly licensed pursuant to chapter 3.2 of division 2 of the California Health and Safety Code; (e) a licensed residential hospice; and (f) a home health agency licensed pursuant to chapter 8 of division 2 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code section 11362.5 *et. seq.*

(f) Mobile marijuana dispensary: Any clinic, cooperative, club, business or group which transports or delivers, or arranges the transportation or delivery, of medical marijuana to a person.

Section 4. CODE REPEAL. Section 8.50.040 of Chapter 8.50 of Title 8 of the Woodlake Municipal Code is hereby repealed.

Section 5. CODE ADOPTION. Section 8.50.040 is hereby enacted and added to Chapter 8.50 of Title 8 the Woodlake Municipal Code to read in its entirety as follows:

8.50.040 MEDICAL MARIJUANA PROHIBITIONS

(a) Notwithstanding any other portion of this code, no person shall cause or permit the establishment, development, construction, maintenance, operation or enlargement of a medical marijuana dispensary within any zoning district within the City of Woodlake, nor shall any development application be accepted, filed, processed, issued or approved for such a medical marijuana dispensary.

(b) Notwithstanding any other provision of this code, no person shall engage in or allow the cultivation of medical marijuana or the processing of medical marijuana nor any derivative thereof within any zoning district within the City of Woodlake.

(c) Notwithstanding any other portion of the Woodlake Municipal Code or any uncodified ordinance of the City of Woodlake, medical marijuana dispensaries and cultivation of medical marijuana are not permitted land uses within any zoning district within the City of Woodlake.

(d) Each medical marijuana plant cultivated in violation of this section shall constitute a separate and distinct violation.

(e) Each and every day that a violation exists as to any prohibition within this section shall constitute a separate and distinct violation.

(f) Each violation of this Chapter may be enforced by any and all lawful remedies available under this code and applicable state statutes, including but not limited to those in Title 1, civil fines and penalties, public nuisance

abatement and civil injunction, and all available remedies shall be cumulative and not preclude other available remedies.

Section 6. CODE ADOPTION. Section 8.50.050 of Chapter 8.50 of Title 8 the Woodlake Municipal Code is hereby amended to read in its entirety as follows:

8.50.050 AMORTIZATION OF NON-CONFORMING MEDICAL MARIJUANA DISPENSARY:

Any cultivation of medical marijuana or marijuana dispensary existing on the effective date of this ordinance, which does not conform to the provisions of this Chapter, shall be regarded as a non-conforming use which may be continued only until six (6) months after the effective date of this ordinance. On or before such date, all such non-conforming uses ~~shall~~must be terminated.

Section 7. CODE ADOPTION. Item 10 is hereby added to the definition of “public nuisance” within section 8.28.020 of the Woodlake Municipal Code, to read in its entirety as follows:

“Public nuisance” means any of the following conditions:

...

10. Medical Marijuana: A violation of any medical marijuana prohibition or requirement within the Woodlake Municipal Code.

Section 8. CODE ADOPTION. Chapter 8-51 of Title 8 is hereby enacted and added to the Woodlake Municipal Code to read in its entirety as follows:

**Chapter 8-51
MOBILE MARIJUANA DISPENSARIES**

- 8.51.010 – Definitions.
- 8.51.020 – Mobile Marijuana Dispensaries Prohibited.
- 8.51.030 – Marijuana Delivery Prohibited.
- 8.51.040 – Public Nuisance Declared.
- 8.51.050 – Violations.

8.51.01 – Definitions.

Notwithstanding any other provision in this code, the following words and

phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this section, as follows:

A. “Mobile marijuana dispensary” means any clinic, cooperative, club, business or group which transports or delivers, or arranges the transportation or delivery, of medical marijuana to a person.

B. “Person” means any person, firm, corporation, association, club, society or other organization. The term “person” shall include any owner, manager, proprietor, employee, volunteer or salesperson.

C. “Operation” means any effort to locate, operate, own, lease, supply or allow to be operated a mobile marijuana dispensary, or to aid, abet or assist in the operation of a mobile marijuana dispensary.

8.51.02 – Mobile Marijuana Dispensaries Prohibited.

Mobile marijuana dispensaries are prohibited within the City of Woodlake. No person shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the operation of any mobile marijuana dispensary within the City.

8.51.03 – Marijuana Delivery Prohibited.

A. No Person shall deliver marijuana to any location within the City from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

B. No Person shall deliver any marijuana-infused product such as tinctures, baked goods or other consumable products, to any location within the City from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

8.51.04 – Public Nuisance Declared.

Operation of any mobile marijuana dispensary within the City in violation of the provisions of this Chapter is hereby declared a public nuisance and may be abated pursuant to all available remedies.

8.51.05 – Violations.

Violations of this Chapter may be enforced by any applicable law. Notwithstanding any other provision of the Code, a violation of this Chapter is not subject to criminal penalties.

Section 9. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 10. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 11. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 12. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 13. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 14. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA, Mayor
CITY OF WOODLAKE

ATTEST: _____

IRENE ZACARIAS, City Clerk
CITY OF WOODLAKE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WOODLAKE
PROHIBITING DELIVERY OF MEDICAL MARIJUANA
PRODUCTS.

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

Section 1. PURPOSE. The provisions of this ordinance are intended in order to promote the public health, safety, comfort and general welfare, to provide a plan for sound and orderly development, and to ensure social and economic stability within the various zones established by the Woodlake Zoning Ordinance.

Section 2. CODE ADOPTION. Chapter 8.51 of Title 8 is hereby enacted and added to the Woodlake Municipal Code to read in its entirety as follows:

Chapter 8.51
MOBILE MARIJUANA DISPENSARIES

8.51.010 – Definitions.

8.51.020 – Mobile Marijuana Dispensaries Prohibited.

8.51.030 – Marijuana Delivery Prohibited.

8.51.040 – Public Nuisance Declared.

8.51.050 – Violations.

8.51.010 – Definitions.

Notwithstanding any other provision in this code, the following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this section, as follows:

A. “Mobile marijuana dispensary” means any clinic, cooperative, club, business or group which transports or delivers, or arranges the transportation or delivery, of medical marijuana to a person.

B. “Person” means any person, firm, corporation, association, club, society or other organization. The term “person” shall include any owner, manager, proprietor, employee, volunteer or salesperson.

C. “Operation” means any effort to locate, operate, own, lease, supply

or allow to be operated a mobile marijuana dispensary, or to aid, abet or assist in the operation of a mobile marijuana dispensary.

8.51.020 – Mobile Marijuana Dispensaries Prohibited.

Mobile marijuana dispensaries are prohibited within the City of Woodlake. No person shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the operation of any mobile marijuana dispensary within the City.

8.51.030– Medical Marijuana Delivery Prohibited.

A. No Person shall deliver medical marijuana to or from any location within the City from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

B. No Person shall deliver any marijuana-infused product such as tinctures, baked goods or other consumable products, to or from any location within the City from a mobile marijuana dispensary, regardless of where the mobile marijuana dispensary is located, or engage in any operation for this purpose.

8.51.040 – Public Nuisance Declared.

Operation of any mobile marijuana dispensary within the City in violation of the provisions of this Chapter is hereby declared a public nuisance and may be abated pursuant to all available remedies.

8.51.050 – Violations.

Violations of this Chapter may be enforced by any applicable law. Notwithstanding any other provision of the Code, a violation of this Chapter is not subject to criminal penalties.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the

Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA, Mayor
CITY OF WOODLAKE

ATTEST:

IRENE ZACARIAS, City Clerk
CITY OF WOODLAKE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WOODLAKE
ADOPTING SECTIONS 490-495, CHAPTER 2.7,
DIVISION 2, TITLE 23 IN THE CALIFORNIA CODE OF
REGULATIONS, MODEL WATER EFFICIENT
LANDSCAPE ORDINANCE

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

Section 1. PURPOSE. On April 1, 2015, Governor Edmund G. Brown of the State of California issued Executive Order B-29-15 that directed the State Department of Water Resources to adopt the Model Ordinance to increase water efficiency standard. The California Water Commission approved the updated Model Ordinance on July 15, 2015. The City is required to adopt the Model Ordinance,

Section 2. CODE ADOPTION. Chapter 13.13 of is hereby enacted and added to the Woodlake Municipal Code to read in its entirety as follows:

Chapter 13.13
WATER EFFICIENT LANDSCAPE ORDINANCE

15.23.010 - Water Efficient Landscape Ordinance

The model water efficient landscape ordinance of the State of California, as contained in the Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations is hereby adopted by reference as the water efficient landscape ordinance of the city of Woodlake. A copy of the model water efficient landscape ordinance of the State of California shall be maintained in the City Hall offices of Woodlake and shall be made available for public inspection while this ordinance is in force.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the

environment]. In addition to the foregoing general exemptions, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this

ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA, Mayor
CITY OF WOODLAKE

ATTEST: _____
IRENE ZACARIAS, City Clerk
CITY OF WOODLAKE

City of Woodlake

AGENDA ITEM V-C

December 14, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Waive 2nd Reading and Adopt Ordinances Amending or Adding Chapter 9.20, Chapter 5.33, Chapter 13.04, Chapter 9.08, Chapter 10.19 and Chapter 17.74 of the Woodlake Municipal Code

BACKGROUND:

At prior City Council meetings, City Staff introduced drafts of the following ordinances:

Chapter 9.20 Graffiti – The City of Woodlake is proposing to add a graffiti ordinance that provides for the prompt abatement of graffiti from public and private properties in the city.

Chapter 5.33 Mobile Vending – The City of Woodlake is proposing to add a mobile vending ordinance that requires that mobile vendors provide the community and customers with a minimum level of cleanliness, quality, safety and security.

Chapter 13.04 Water System Service – The City of Woodlake is proposing to add a water system service ordinance that outlines the responsibility of the City and landowner as it relates to the installation and connection of City water services.

Chapter 9.08 Curfew – The City of Woodlake is updating the curfew ordinance to clarify the curfew prohibitions, exemptions, enforcement, and consequences associated with the curfew ordinance.

Chapter 10.19 Residential Parking – The City of Woodlake is proposing to add a residential parking ordinance which specifies where residential vehicles may be parked.

Chapter 17.74 Small Residential Rooftop Solar Energy Systems – The City of Woodlake seeks to implement Assembly Bill 2188 (2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems.

DISCUSSION:

The proposed amendments to the City's Municipal Code are attached with this staff report.

RECOMMENDATIONS:

City staff recommends that Council waive the 2nd reading and adopt ordinances amending or adding Chapter 9.20, Chapter 5.33, Chapter 13.04, Chapter 9.08, Chapter 10.19 and Chapter 17.74 of the Woodlake Municipal Code.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution: Adoption of Chapter 9.20
2. Resolution: Adoption of Chapter 5.33
3. Resolution: Adoption of Chapter 13.04
4. Resolution: Adoption of Chapter 9.08
5. Resolution: Adoption of Chapter 10.19
6. Resolution: Adoption of Chapter 17.74

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 9.20 TO TITLE 9 OF THE MUNICIPAL CODE OF THE CITY OF WOODLAKE, RESTRICTING SALE AND POSSESSION OF INSTRUMENTALITIES OF GRAFFITI, IMPOSING REMOVAL REQUIREMENTS AND AUTHORIZING CITY ABATEMENT.

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

Section 1. PURPOSE. The provisions of this ordinance are intended to promote the aesthetic appeal of the City of Woodlake; to reduce graffiti and provide for the prompt abatement of graffiti from public and private properties in the city; to provide for methods of controlling the possession and use by minors of instrumentalities of unlawful graffiti; and to encourage citizens to report occurrences of graffiti vandalism within the city.

Section 2. CODE ENACTMENT. Chapter 9.20 within Title 9 of the Woodlake Municipal Code is hereby enacted to read in its entirety as follows:

CHAPTER 9.20 GRAFFITI

9.20.010 Purpose.

A. Graffiti Abatement. The purpose of this chapter is to provide for the prompt abatement of graffiti from public and private properties in the city; to provide for methods of controlling the unauthorized use of aerosol paint containers, wide-tipped marker pens, and paint sticks by minors; and to encourage citizens to report occurrences of graffiti vandalism within the city.

B. Nuisance Declared. Due to the increase of graffiti vandalism on both public and private property, a condition has arisen within the city which has resulted in a deterioration of property values and concern for the quality of life of the city's citizens. The city council finds and determines that graffiti constitutes a public nuisance which, left unabated, adversely affects the city's image, business development, retail sales, and residential housing costs. Allowing graffiti to remain on public or private property encourages additional unacceptable occurrences of graffiti, fuels fear among the

community and is a factor which not only depreciates the value of the property which has been the target of such vandalism, but also depreciates the value of adjacent and surrounding properties.

C. Minimize Impact. The purpose of this chapter is, therefore, to minimize the impact which graffiti has on the city's quality of life, economic stability, environmental image, aesthetic standard, and the overall sense of feeling of safety and security of its citizens. Because the existence of graffiti tends to breed community discontent and criminal and gang-related activities, the chapter will serve to mitigate these problems through quick removal and control of graffiti vandalism.

9.20.020 Terms defined.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Aerosol paint container" means any aerosol container, regardless of the material from which it is made, used for the purpose of spraying paint or other substance capable of defacing property.

"Felt tip marker" means any indelible marker or similar implement with a tip which, at its broadest width, is greater than one-eighth-inch but less than three-eighths of an inch, containing a transferable ink that is not water-soluble.

"Graffiti" defined as, but not limited to, any unauthorized inscription, work, figure or design that is marked, etched, scratched, drawn or painted on any surface.

"Graffiti implement" shall be defined in the same manner, and have the same meaning, as "marking substance" is defined within California Penal Code § 594.2(c)(2), or any successor statute thereto, which may be amended from time to time.

"Minor" means a person under eighteen years of age.

"Paint stick" means a device containing a solid form of paint, chalk, epoxy, or other similar substance, capable of being applied to a surface by pressure, and upon application, leaving a mark at least one-eighth of an inch in width, visible from a distance of twenty feet, and not water-soluble.

9.20.030 Sale of graffiti implements to minors.

It shall be unlawful for any person to sell, offer to sell or cause to be sold, any graffiti implements, including, but not limited to, any felt tip marker pen, or any paint stick, to any person under the age of eighteen years who is not accompanied by a responsible adult.

9.20.040 Possession by minors—Prohibited.

A. It is unlawful for any minor to possess any graffiti implement:

1. While upon public property; or
2. While upon private property, without the consent of the owner, or operator thereof. Such consent must be given in advance and must authorize the minor's presence while in the possession of a graffiti implement.

B. This section is not intended to conflict with California Penal Code Section 594.1 and shall not apply while a minor is attending, or traveling to or from a school, who has a dated permission slip from a parent or a teacher.

9.20.050 Signs, display requirement.

A. Signs. Any person engaged in the retail sale of graffiti implements, including, but not limited to, any aerosol containers of paint, any felt tip marker pens, or paint sticks, shall display at the location of retail sales, a sign clearly visible and legible to employees and customers which states as follows:

1. It is unlawful for any person to sell, lend, or give to any individual under the age of eighteen years, who is not accompanied by a responsible adult, any aerosol container of paint or any felt tip marker pen or paint stick with a tip greater than one-eighth-inch.

B. Display Requirement. Every person or business engaged in a commercial enterprise shall display for sale, trade or exchange, any aerosol paint container or felt tip marker either: (1) in an area continuously observable, through direct visual observation or surveillance equipment, by employees of the retail establishment during the regular course of business; or (2) in an area not accessible to the public in the regular course of business without employee assistance. Nothing herein shall relieve such person or

business entity from, at all times, complying with the requirements of California Penal Code Section 594.1(c) by posting signs as described therein.

9.20.060 Removal.

A. General. Any person applying graffiti within the city shall have the duty to remove same in a manner approved by the city and the property owner within twenty-four hours after notice by the city or public or private owner of the property involved. Failure of any person to so remove graffiti shall constitute an additional violation of this chapter. Consistent with Civil Code Section 1714.1 where graffiti is applied by minors, the parent or guardian shall be responsible for such removal or payment of costs thereof.

B. Public Property. Whenever the city administrator, or his/her designated representative, determines that graffiti exists upon property owned by the city, it shall be removed as soon as possible. When the property is owned by a public entity other than the city, the removal of the graffiti may be authorized by the city manager, or his/her designated representative, and removal undertaken by city only after securing written consent of the public entity having jurisdiction over the property. The public entity shall execute a release and waiver as approved by the city's risk manager.

C. Multiple Offenses. The city may, at its sole discretion, require any owner of property who has been cited two times or more for graffiti removal to, in addition to any other penalties/fines applicable under this chapter, plant vegetation or to take any other reasonable measures necessary to prevent or restrict the ability to create graffiti on the property in question.

D. Notice of Affected Area; Requirement to Remove Graffiti.

1. Where graffiti is located upon private property and said graffiti is capable of being viewed by persons utilizing any public right-of-way or sidewalk within the city, it is the property owner's duty to remove said graffiti promptly from the property and to restore said property at least to the condition it was in prior to such act of vandalism. If the property owner fails to promptly remove said graffiti, the city shall cause a written notice to be served upon the owner of the affected property notifying the owner of the location and description of the graffiti and of the property owner's obligation to remove said graffiti. It shall be the

responsibility of the property owner to commence removal of the graffiti described in the notice within ten days after the effective date of service or personal delivery of the notice, and to diligently and promptly pursue total removal of said graffiti; provided that an exception may exist in cases of undue hardship as established pursuant to subsection (D)(2) of this section. The service is complete at the time of deposit of the notice in the U.S. mail or by personal delivery of the notice to the owner of the property subject to removal of graffiti. The failure of any person to receive such notice shall not affect the validity of any proceeding.

2. Undue Hardship; Optional Procedure for Removal. In the event the property owner cannot comply with the requirement of subsection (D)(1) of this section, due to hardship, the property owner shall file a written request for waiver of the removal requirement with the city. The property owner shall explain his/her reason(s) for making such request. The written request shall be filed within the ten-day removal period stated in subsection (D)(1) of this section. In determining whether the request for waiver will be granted, and subsequent assistance provided to the property owner in removal of said graffiti, the city shall consider the following circumstances:

- 
- a. The cost of restoration of the property to its original state prior to the imposition of the graffiti in proportion to the relative value of the property;
 - b. The ability of the owner to pay for such removal;
 - c. Whether or not the property has been the target of previous incidents of graffiti or whether a pattern of vandalism to such property exists.

The decision of the city in the form of a written decision by the city manager, as to whether or not to grant the waiver shall be final.

3. City's Release from Liability. A written request to waive the requirements of subsection (D)(1) of this section shall be accompanied by a "release from liability" form signed by the property owner which shall release the city and its authorized agents from any and all liability that may be caused or attributed

to removal of graffiti from the owner's premises by persons acting under the authorization of the city.

4. Approval for City to Remove Graffiti. A written request to waive the requirements of subsection (D)(1) of this section accompanied by a signed "release from liability" form shall constitute an express approval by the property owner that the city or its authorized representatives may provide for the removal of the graffiti on owner's property by persons acting under the authorization of the city.

5. Failure to Remove Graffiti or Seek Waiver of Removal. In the event the owner fails to remove graffiti from his or her property and fails to request a waiver of such removal, the city may declare the property a public nuisance and the city may take any of the following courses of action:

a. Administrative Procedure to Abate Nuisance. The city may direct the removal of graffiti from the property with the cost of work performed billed to the property owner who may select the option of direct payment of such costs. Failure to make direct payment for the abatement of graffiti shall constitute a special assessment against the respective lot or parcel plat to which it relates. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. Upon completion of the graffiti abatement work, the city manager shall cause to be recorded in the office of the recorder of Tulare County, a "notice of completion of graffiti abatement proceedings" against a particular parcel involved. The notice of completion of graffiti abatement proceedings shall have the effect when recorded of conclusively establishing that graffiti abatement proceedings have been completed and that all proceedings have been completed and that all necessary charges incurred on account thereof by the city are due and owing and constitute a special assessment against the subject real property. This notice shall specify the name of the current owner of the parcel as shown on the last

equalized assessment rolls of the county of Tulare, and the Tulare County Assessor's parcel number for the parcel involved.

b. The city may commence criminal proceedings to abate a public nuisance under applicable Penal Code provisions.

c. The city shall be authorized at its own expense to temporarily cover or to remove any portion of any graffiti on located on private property which has been visible from a public vantage point for at least twenty-four (24) hours provided that such graffiti contains either:

(i) the name of any criminal street gang already known to law enforcement authorities;

(ii) words or phrases which the Federal Communications Commission has prohibited by from being broadcast through free public television or radio programming which is accessible by the general public; or

(iii); any depiction or message which qualifies as obscene under then-existing constitutional obscenity standards used by the United States Supreme Court, which may include but is not limited to a depiction of sexual acts or sex organs.

The city's exercise of its authority under this subsection shall not relieve a property owner from any obligation under this chapter, including but not limited to the obligation to promptly and diligently pursue appropriate remedial action in connection with any and all graffiti located on their own real property.

9.20.070 Responsibility.

Any individual who is found guilty of violating any provisions of this chapter shall pay restitution to the property owner, in addition to authorized penalties. If the violator is a minor, the parent or guardian shall be responsible for payment of restitution. If unable to pay, the juvenile may be permitted to work off his/her payment under the direction of at least one parent by painting out graffiti.

9.20.080 Penalties.

A. It shall be unlawful and a misdemeanor to apply graffiti on any premises as described herein. Notwithstanding the classification of a violation of this chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction.

B. It shall be unlawful and a misdemeanor for a minor to possess any "graffiti implement" as described herein in violation of Section 9.20.040 of this chapter. Notwithstanding the classification of a violation of this chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction.

C. Any person convicted of a misdemeanor under this chapter shall be punished by: (1) a fine not to exceed five hundred dollars; and/or thirty days in the county jail for a first violation; (2) a fine not exceeding one thousand dollars and/or ninety days in the county jail for a second violation of this chapter within one year; and (3) a fine not exceeding two thousand five hundred dollars and/or six months in the county jail for each additional violation of this chapter within one year.

D. Any person convicted of an infraction under this chapter shall be punished by: (1) a fine not exceeding fifty dollars for a first violation; (2) a fine not exceeding one hundred dollars for the second violation of this chapter within one year; and (3) a fine not exceeding two hundred fifty dollars for each additional violation of this chapter within one year. Each day that a violation continues shall be regarded as a new and separate offense.

9.20.090 Alternative.

Nothing in the foregoing sections shall be deemed to prevent the city from commencing a civil or criminal proceeding to abate a public nuisance under applicable Civil or Penal Code provisions as an alternative to the proceedings set forth herein.

9.20.100 Severability.

If any section, subsection, sentence, clause, phrase, or portion of this chapter, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

The city council declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza
Mayor, City of Woodlake

ATTEST:

Irene Zacarias
City Clerk

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 5.33 TO TITLE 5 OF THE MUNICIPAL CODE OF THE CITY OF WOODLAKE, IMPOSING PERMIT AND HEALTH AND SAFETY REQUIREMENTS ON MOBILE VENDORS.

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

Section 1. PURPOSE. The provisions of this ordinance are intended in order to promote the public health, safety, comfort and general welfare of consumers who conduct business with mobile vendors.

Section 2. CODE ENACTMENT. Chapter 5.33 within Title 5 of the Woodlake Municipal Code is hereby enacted to read in its entirety as follows:

CHAPTER 5.33 MOBILE VENDING

5.33.010 Purpose.

The general purpose of this Chapter is to promote the health, safety, comfort, convenience, prosperity and general welfare of the citizens, businesses and visitors of the City of Woodlake by requiring that mobile vendors provide the community and customers with a minimum level of cleanliness, quality, safety and security. It is the purpose and intent of the City Council in enacting this Chapter, to provide mobile vendors with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community.

5.33.020 Definitions.

A. "Mobile vending unit" shall mean any vehicle, trailer, pushcart, motorized food wagon, stand, tent; or structure; not affixed to a permanent foundation, with or without wheels, which may be moved from one place to another under its own power or by other means.

B. "Mobile vendor" shall mean any person engaged in the business of selling prepared, pre-packaged or unprepared, unpackaged food or foodstuffs of any kind, goods, wares, merchandise, or any other thing of value from a mobile vending unit on private or public property.

C. "Persons" shall mean any person, firm, partnership, association, corporation, or business entity, and includes, but is not limited to, owners, operators, drivers, lessors and lessees of a mobile vending unit.

D. "Vend" or "Vending" shall mean the sale of prepared, pre-packaged or unprepared, unpackaged food or foodstuffs of any kind, goods, wares, merchandise, or any other thing of value from a mobile vending unit on private or public property.

5.33.030 Permit required.

No person may vend in the City without first obtaining and having in his or her possession a vendor permit issued by the City in accordance with this Chapter. No permit granted herein shall confer any vested right to any person or business for more than the permit period. All mobile vendors subject to this Chapter shall comply with the provisions of this Chapter as they may be amended hereafter.

5.33.040 Permit period.

All vendor permits issued by the City to operate a mobile vending unit shall be limited to a permit period of one (1) year.

5.33.050 Application for Permit to Operate.

A. A person desiring to engage in a mobile vendor operation shall submit a written application for a Permit to Operate in a form acceptable to and with all supporting information required by the City Planning Department. Such application shall be accompanied by a non-refundable, non-transferable application fee in an amount as established by resolution of the City Council. Any such permit shall be required to be renewed annually and a separate non-refundable, nontransferable application fee shall be paid yearly for such renewal application. Mobile vendors must have the permit in their possession when vending. Permits to Operate are nontransferable.

AB. Every mobile vendor shall obtain a City of Woodlake Business License.

BC. As part of the Permit to Operate application, the mobile vendor shall provide the following:

1. Mailing address for notification purposes. If during the term of the Permit, the permit holder has any change in the mailing address submitted on the original or renewal application; the permit holder shall notify the planning department of such change in writing within ten (10) business days thereafter. Failure to provide updated contact information shall be grounds for Permit suspension.

2. Legal names of the mobile vendor and all persons operating or vending out of the mobile vending unit.
3. Proof of current vehicle registration (for mobile vending unit if applicable).
4. Designation of period of operation (limited to one year).
5. Four photographs (showing different exterior views) of each mobile vending unit.
6. Dimensioned sample or rendering of proposed signage.
7. A copy of a current Tulare County Environmental Health permit, if operating a mobile food facility as defined in California Health and Safety Code § 113831
8. Proof of automobile insurance as required by the Vehicle Code (for mobile vending unit if applicable).
9. No person shall engage in, conduct or carry on the business of a mobile vendor unless there is on file with the city, in full force and effect at all times, documents issued by an insurance company authorized to do business in the State of California evidencing that the operator is insured under a liability insurance policy providing minimum coverage of \$1,000,000 for injury or death arising out of the operation of the mobile vending unit.
10. A signed indemnification agreement in favor of the City.

D. The following may constitute grounds for denial of a Permit to Operate or renewal application:

1. The proposed mobile vending activity does not comply with all applicable laws including, but not limited to, housing, fire, safety and health regulations;
2. The applicant is unable to obtain a business license
3. The applicant has, within three (3) years immediately preceding the application filing date, had a permit to operate, vending license or similar permit suspended or revoked in another California jurisdiction;

4. The applicant has made a material misstatement in the application for a Permit to Operate;
5. Failure to obtain clearance from Tulare County Environmental Health.
6. Failure to maintain or provide the City with evidence of the insurance required by this Chapter.
7. Failure to provide the City with a signed indemnification agreement in favor of the City.
8. Failure to fully comply with any provision of this Chapter or any applicable laws and permit conditions.

E. The Planning Commission shall be the decision making authority for any initial application of a Permit to Operate. The City Administrator or designee shall be the decision making authority for any renewal application of a Permit to Operate.

5.33.60 Rules and Regulations.

A. Location: Mobile vendors may only operate in City approved mobile vending locations. These vending areas will be selected and approved by the Woodlake Planning Commission but may be timely appealed to the City Council.

B. Within the approved mobile vending locations, the mobile vendor will be subject to the following conditions:

1. Permitted hours of operation are from 8:00 p.m. to 12:00 a.m.
2. Vendors shall not interfere with access, driveways, aisles, circulation or fire lanes and hydrants.
3. The mobile vendor shall display, in plain view and at all times, current permits and licenses.
4. While vending, drive wheels of the mobile vending unit shall be chocked in such a manner as to prevent movement.
5. The mobile vending unit shall be entirely self-sufficient in regards to gas, water and telecommunications. Should any utility hook-ups

or connections to on-site utilities be used or required, the mobile vendor shall be required to apply for appropriate permits or receive approval by the appropriate City Department to ensure building and public safety and consistency with applicable building and zoning regulations.

6. The mobile vendor shall not discharge items onto the sidewalk, gutter, storm drainage inlets or streets.

BC. Appearance of Site:

1. The site shall be maintained in a safe and clean manner at all times.

2. No tables, chairs, fences, shade structures or other site furniture, (permanent or otherwise) or any free standing signs shall be permitted in conjunction with the mobile vendor.

3. Any site improvements required for mobile vendor operations shall require application for the appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.

4. Exterior storage of refuse, equipment or materials associated with a mobile food facility is prohibited.

D. Sanitation:

1. All mobile vendors operating a mobile food facility as defined by the Health and Safety Code shall operate out of a commissary pursuant to Health and Safety Code section 114295.

2. All mobile units shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such a unit, and the vendor of the mobile unit shall pick up all refuse generated by such operation within a twenty-five (25)-foot radius of the vehicle before such unit is moved. No mobile vendor shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated or otherwise provided by and under the control of such vendor.

3. All mobile vendors operating a mobile food facility as defined by the Health and Safety Code shall comply with Health and Safety

Code section 114315 regarding the availability of adequate toilet and handwashing facilities for use by food service personnel.

E. Safety and security:

1. No vending shall be permitted except after the mobile vending unit has been brought to a complete stop and parked in a lawful manner.

2. The mobile vendor shall install signage in a visible location on the mobile vending unit indicating that loitering is not permitted.

3. The mobile food vendor shall enforce the no loitering rule.

4. On-Street Operation: Pursuant to Vehicle Code § 22455, a mobile vendor may stop to conduct business from a mobile food facility at a location within the right-of-way of a public street within the City only when all of the following conditions are satisfied:

(i) The mobile food facility shall not constitute an encroachment on the highway.

(ii) The mobile food facility must be safely parked:

(a) At least one hundred (100) feet from any intersection, including intersections with public alleys;

(b) Where the applicable speed limit is 35 mph or slower;

(c) In such a manner that travel upon the street, vehicular access to any driveway, the view of drivers, or lawful movement of any vehicle on the public right-of-way is not impeded or obstructed;

(d) In such a manner that patrons are not permitted to do business with the mobile vendor from their vehicles;

(e) In such a manner that patrons of the mobile food facility may safely park on the same side of the road as the mobile food facility and walk to and from the mobile food facility using a sidewalk or other area away from the vehicular right-of-way; and

(f) In such a manner that the window for patrons is on the side of the mobile food facility away from the traffic.

5. Off-Street Operation:

(i) A mobile food facility may be parked for conducting business at a location off the public street only when all of the following conditions are satisfied:

(a) The mobile food facility must be safely parked at least twenty (20) feet from the paved edge of the nearest public vehicular right-of-way and;

(b) The mobile food facility as parked must not to impede or obstruct the view of drivers on any public road;

(c) Patrons of the mobile food facility must not be permitted to transact business with the mobile vendor from their vehicles;

(d) Patrons of the mobile food facility must be able to safely park on the same side of the road where the mobile food facility is parked and walk to and from the mobile food facility using a sidewalk or other area which is not part of the public vehicular right-of-way; and

(e) The window or other service area for patron transactions must be located on the side of the mobile food facility which faces away from vehicular traffic on the nearest public vehicular right-of-way.

5.33.070 Exemptions.

A. Any person engaged in vending where such person has been authorized by the City of Woodlake to engage in such activity by a special event permit or other entitlements issued by the City of Woodlake.

B. Any person delivering any goods by vehicle where such goods have been ordered in advance for such delivery from any business located at a permanent location and which goods are being delivered from such location to the customer by vehicle, regardless of the point of sale.

5.33.080 Violations

Any violation of this Chapter by a mobile vendor shall constitute a public nuisance subject to abatement through any lawful means including, but not limited to, the procedures in Chapter 8.28. Additionally, any mobile vendor who violates the provisions of this Chapter shall be subject to the general penalty provisions of Chapter 1.12.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of

Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza
Mayor, City of Woodlake

ATTEST: _____
Irene Zacarias
City Clerk

DRAFT

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 13.04 WATER SERVICE SYSTEM OF THE MUNICIPAL CODE OF THE CITY OF WOODLAKE AND ENACTING CHAPTER 13.04 PERTAINING TO MASTER METER REQUIREMENTS FOR MULTI-FAMILY DWELLINGS, WIRELESS READ METER REQUIREMENTS, OWNERS' RESPONSIBILITY FOR MAINTAINING LATERAL LINES AND INVENTORY INSPECTIONS.

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

Section 1. PURPOSE. The provisions of this ordinance are intended to clarify existing requirements of the City of Woodlake (“City”) in its water service ordinance, pertaining to master metering requirements, wireless transmission meter requirements, responsibility for lateral lines on the property owner’s side of the water meter and inventory inspection requirements after a transfer of ownership of real property receiving or that is to receive water service from the District.

Section 2. CODE REPEAL. Chapter 13.04 of the Woodlake Municipal Code is hereby repealed in its entirety.

Section 3. CODE ADOPTION. Chapter 13.04 of the Woodlake Municipal Code is hereby enacted to read in its entirety as follows:

Chapter 13.04 WATER SERVICE SYSTEM

13.04.010 Definitions

“Service connection” is the components and materials installed that establish a connection from a water meter to the City's water supply and distribution system.

“Service lateral” is the pipeline that connects the water service from a building or premise to a water meter which has a service connection to the City's water supply and distribution system.

“Dwelling unit” is a building or portion of a building arranged, intended or designed to be occupied

by not more than one single family and having facilities for sleeping, eating, cooking and sanitary purposes.

“Multi-Single Family Dwelling Unit” is a building which is designed, improved, arranged, intended or designed to be occupied by not more than one single family and having facilities for sleeping, cooking and sanitary purposes, but which is actually being occupied by more than one single family.

13.04.020 - Rates.

The rates to be charged and collected by the city for water service shall be fixed by resolution of the city council.

(Ord. 417 § 1, 1987)

13.04.030 - Wasting water discouraged.

Consumers must use reasonable care to prevent the waste of water; must not allow taps and wash basins, water closets, baths and urinals to be left running and must not allow water to run or waste from his property onto street, highway or alley.

(Ord. 417 § 2, 1987)

13.04.040 - Meters.

Meters may be installed on any and all service at the option of the city council.

(Ord. 417 § 3, 1987)

13.04.050 INSTALLATION AND/OR CONNECTION OF SERVICE CONNECTIONS.

A. Except as otherwise directed by the City, the City will install all service connections, making connections therefrom to main distribution lines and charging the landowner for the cost thereof. This installation will terminate at the water meter which must be installed near the edge of property line and within a public right-of-way (e.g. sidewalk) unless a different location for installation of a water meter is expressly authorized by a resolution of, or written agreement with, the City Council. The required line and grade to said termination will be determined by the City, as will be the required procedures for requesting such installations. Before, after and during installation, the City shall be entitled to inspect each connection to the City’s water main line and each water meter where such connection terminates, for initial compliance and for ongoing maintenance and safety monitoring purposes or any other lawful purposes.

B. Where determined by the City to be in the best interest of the City and/or the landowner, and in all new subdivision installations, the landowner is required to have the service connection installed by a licensed contractor in lieu of City installation.

C. In either case, City installation or landowner installation, all costs and expenses incident to the installation and connection of a service connection and water meter must be borne by the property owner, except where otherwise specified in this ordinance or a written resolution approved by the City Council.

D. After installation and approval thereof by the City, the water meter and service connection must be conveyed to the City and the City shall be responsible for subsequent maintenance of the service connection and water meter, and the landowner

shall retain responsibility for maintenance of the service lateral connecting the landowner's building(s) or other facilities to the City's water meter. Preparation of any required title transfer documentation shall be the responsibility of the landowner and must be accomplished within one (1) year of the City's approval of the installed service connection and water meter. If the landowner fails to do so, the landowner shall be estopped from claiming ownership of said facilities.

13.04.060 CONNECTION TO PUBLIC WATER DISTRIBUTION SYSTEM.

A. The applicant for water service must notify the City when the service connection is ready for inspection and connection to the City's water distribution system.

B. From the effective date of this ordinance, every dwelling unit wholly detached from any other dwelling unit or other building must be separately connected to the City's water distribution system. Any detached auxiliary buildings associated with a dwelling unit and not intended for use as a dwelling unit, commercial or other building, may utilize the dwelling unit's connection only if such building(s) does not contain facilities intended to be used communally by more than one nearby dwelling unit (e.g. detached laundry facilities). If there is more than one dwelling unit on a lot, each detached dwelling unit must be separately connected to the City's water distribution system, otherwise each residential occupancy building containing two or more dwelling units which are not legally approved for separate ownership must be connected through a single water meter and service connection to the City's water distribution system.

C. In each residential occupancy building containing two or more dwelling units which have been legally approved for separate ownership, each dwelling unit must be separately metered and separately connected to the City's water distribution system. However, all communally owned and detached auxiliary facilities and buildings (e.g. community swimming pools, irrigation sprinklers for commonly owned areas, common laundry room) must be connected to the City's water distribution system through a single water meter and service connection.

D. Each lot containing one or more non-residential occupancy buildings under common ownership must be connected to the City's water distribution system through a single water meter and service connection, unless one or more additional service connections are expressly authorized by a resolution of, or written agreement with, the City Council. In each non-residential building containing two or more occupancy units which were legally approved for separate ownership, each unit must be separately metered and separately connected to the City's water distribution system. However, all communally owned or detached auxiliary facilities and buildings (e.g. irrigation sprinklers for commonly owned areas, common restrooms) must be connected to the City's water distribution system through a single water meter and service connection.

E. Adjacent buildings or dwelling units, on a single lot or on multiple lots, which are detached from one another and which are under separate ownership must not utilize the same service connection to the City's water distribution system.

F. A water service permit approved by the City and which covers any existing residential, commercial or industrial building shall automatically terminate when such building is subsequently legally divided into separate occupancy units that may be legally transferred, sold and owned. The termination shall be deemed to have occurred upon the

legal approval and creation of such separate units and, thereafter, in order to obtain a water service permit, each unit is subject to and must be in full compliance with all City requirements, conditions and procedures for new service (e.g. installation of separate service connection and separate water meter).

G. For any mixed-use building containing two or more occupancy units, when at least one is used as a residential dwelling unit and at least one other unit is used for commercial or industrial purposes, separate service connections and metering are required for each unit if the occupancy units in such mixed-use building were lawfully divided into separate occupancy units that may be separately transferred, sold and owned. Otherwise, in any such mixed-use building that is not lawfully divided into separate occupancy units that may be separately transferred, sold and owned, a single meter and service connection to the City's water distribution system is required.

H. Every connection to the City's water distribution system must comply with the cross-connection provisions of Title 17 of the California Administrative Code and with the City's Cross-Connection Ordinance.

13.04.070 CHANGES OF OWNERSHIP; NEW CUSTOMERS; FIXTURE INSPECTIONS.

A. When there is a change in ownership of premises using City water service, water service charges to the new owner shall be placed in the new owner's name upon the new owner's written request to the City to do so, if all other City requirements are satisfied. Said service shall then be subject to the service charges established by this Ordinance. If the City staff has reasonable grounds to believe that the owner of record or the renter of premises receiving water service is deceased, and if a new owner or renter has not requested to be the new account holder, then the City may commence proceedings for abandonment of capacity rights under this Ordinance No. 139.

B. Notwithstanding any other provision of any other ordinance of the City, prior to authorizing water service to the premises of any landowner, tenant or other prospective customer, said person must sign an authorization form provided by the City which authorizes the City to enter upon the premises and all buildings thereon which will receive water service, for the purpose of conducting an inventory inspection to ascertain and/or confirm the number of plumbing fixtures to be used in connection with the City's water service. However, this section must not be construed to impose an affirmative duty upon the City to always complete such an inspection or to discover any plumbing or related problems during any such inspection, which may subsequently result in property damage or other harm to any person.

13.04.080 - Water service—Owner responsibility.

Where there are two or more dwellings, apartment or households under the same ownership using water from the same service connection, the owner of the real property must apply for and pay for the water service. Each habitable unit on the real property which is occupied must pay a full charge for water service.

(Ord. 417 § 4, 1987)

13.04.090 - Billing for service—Delinquency—Termination.

A. Bills for water service will be rendered to the consumer or the property owner on or before the first day of every month, and all bills are due and payable on that date, at the offices of the city, or by mail to the city. If the payment is not made on or before the

twentieth day of the month following the rendering of the bills, the bill shall be considered delinquent and a six-dollar (\$6.00) penalty shall be added to the water bill. When a water bill is delinquent, the water service may be terminated and shut off, and shall not be turned on again until the delinquent bill, the six-dollar (\$6.00) penalty and an additional sum of forty dollars (\$40.00) for turning off and restoring service, shall be paid.

B. A consumer's water service may be discontinued for the nonpayment of a bill for water service of the same class rendered to him at a previous location if the bill is not paid within thirty (30) days after presentation at the new location.

(Ord. 549, 2003: Ord. 526 § 2, 1996: Ord. 417 §§ 6, 7, 1987)

13.04.100 - Discontinuance of service—Notice to be sent—Hearing.

Prior to discontinuing service for nonpayment of charges, a final notice shall be sent to the customer informing him that service will be discontinued if payment of all charges, including delinquent charges and penalties, is not made within fifteen (15) days. The notice shall provide that the customer may request a hearing before the city council if the customer feels that the billing which has been prepared and rendered is in error. Such request must be made in writing and submitted to the city clerk prior to the expiration of the fifteen (15) day period. In cases where a hearing is requested, service shall not be subject to termination until such hearing has been conducted. The decision of the city council after such hearing shall be final.

(Ord. 417 § 8, 1987)

13.04.110 - Emergency shut off of service.

No charge will be made for emergency shut off and turn on service during regular working hours when same is made at the request of the owner or consumer after all charges due against the service connection are paid.

(Ord. 417 § 9, 1987)

13.04.120 - Temporary stop of service at customers request and call out fees.

If the customer requests a temporary stop of service (one month minimum) a ten-dollar (\$10.00) fee will be charged for turn on and shut off of water service during regular office hours. Shut off and turn on of water service after regular working hours, on weekends and holidays will be done by our standby person. The overtime fee will be charged as call out time and materials plus an administrative fee of ten dollars (\$10.00).

(Ord. 526 § 3, 1996: Ord. 417 § 10, 1987)

13.04.130 - Access for inspection.

Applicants for water service and water consumers shall answer without concealment all questions relative to the purpose for which water is, or is to be, used. The director of public works or other authorized agent shall have free access at proper hours of the day, to all parts of every building or property where water is used, for the purpose of inspecting the condition of pipes and the manner in which the water is being used.

(Ord. 417 § 11, 1987)

13.04.140 - Applicants to establish credit.

An applicant for water service or water consumer must establish credit by one of the following methods:

A. Proven ownership of property on which service connection is made;

B.A cash deposit for water service, amount to be set by resolution.
(Ord. 417 § 12, 1987)

13.04.150 - Deposits.

Deposits shall be kept in the water service deposit fund in the city treasury as long as water service is continued to the person making the deposit. Upon termination of water service deposits may be returned to the depositor upon application of the depositor made within two years of the termination of water service. Deposits shall first be applied to the outstanding water bill of the depositor before any refund shall be made.
(Ord. 417 § 13, 1987)

13.04.160 - Changes in service—Notification.

The consumer or owner shall notify the director of public works or other authorized agent of any changes in the service desired, including discontinuance on account of vacancy of the property.

In case of failure of the owner or consumer to give such notice, the minimum monthly water rate will be charged and collected for each month for which charges have accrued prior to such notice.
(Ord. 417 § 14, 1987)

13.04.170 - Reselling water prohibited.

No person or family shall furnish or resell water from his service to any other person or to any other premises.
(Ord. 417 § 15, 1987)

13.04.180 - Service line damage—Responsibility.

All persons taking water must keep their own service line from city valve at property line to house connection in good order and free from leaks, and will be held responsible for all damage which may result from neglect to do so.
(Ord. 417 § 16, 1987)

13.04.190 - Boilers.

All consumers having arrangements for hot water and steam must have a tank from which to feed the boilers. The city will not be responsible for the safety of boilers on the premises of the consumer.
(Ord. 417 § 17, 1987)

13.04.200 - Equipment maintenance—Consumer responsibility.

The consumer shall, at his own risk and expense; furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the city shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of his tenants, agents, employees or contractors, in installing, maintaining or operating such equipment. The city shall not be responsible for damage of property caused by faucets, valves and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.
(Ord. 417 § 18, 1987)

13.04.210 - Fire alarm—Discontinuance of water use.

Immediately upon an alarm of fire being sounded from any part of the city, all persons using water for sprinkling or irrigating purposes shall close all hydrants and discontinue the use of the water for such purposes until the fire is extinguished.

(Ord. 417 § 19, 1987)

13.04.220 - Tampering with fire hydrants or other equipment.

A. No person or persons (except a fireman in the discharge of his duties) shall, without permit from the director of public works, open or in any way tamper with any fire hydrant, control valves or any other part of the mains of the water system.

B. No person or persons shall place or cause to be placed upon or about any fire hydrant, water gate, or control valve connected with the water mains of the city, any building material or other substances so as to prevent free access at all times.

(Ord. 417 §§ 20, 21, 1987)

13.04.230 - Alterations to tap, pipe or water valve.

No person shall tap any main and no addition or alteration whatsoever in or about any tap, pipe or water valve, shall be made or caused to be made by any person without permission of the director of public works.

(Ord. 417 § 22, 1987)

13.04.240 - Turning water on or off—Authorized agent only.

No one except a properly authorized agent of the city shall turn water on or off at any property without a written permit.

(Ord. 417 § 23, 1987)

13.04.250 - Molestation of city water system property.

No person shall, without permission of the director of public works: enter into any pump house or enclosure, or molest any machinery, materials or tools; change any meter, gauge or register; or molest in any way any of the property of the city water system.

(Ord. 417 § 24, 1987)

13.04.260 - Shut off of water for repairs or extensions.

The city reserves the right to shut off the water at any time for the purpose of making repairs or extensions to the system or for any other purpose, and will not be responsible for any damage resulting from the same.

(Ord. 417 § 25, 1987)

13.04.270 - Connection restricted.

No connection will be made to any property with an orifice greater than three-fourths of an inch in diameter except where special arrangements are made with the city.

(Ord. 417 § 27, 1987)

13.04.280 - Violation—Shut off—Payment.

For any violation of these rules and regulations, the water may be shut off and not be opened again with satisfactory assurance of an intention on the part of the delinquent to comply with the rules and regulations, and the payment of twenty dollars (\$20.00) for the closing and opening of the control valve.

(Ord. 417 § 26, 1987)

13.04.290 - Violation—Penalty.

Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this chapter, shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the county jail for a term not exceeding six months, or by both such fine and imprisonment.

(Ord. 417 § 28, 1987)

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any

one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA
Mayor, City of Woodlake

ATTEST:

IRENE ZACARIAS
City Clerk

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 9.08 OF THE MUNICIPAL CODE OF THE CITY OF WOODLAKE, AND ENACTING CHAPTER 9.08 PERTAINING TO CURFEW REQUIREMENTS FOR MINORS AND THEIR PARENTS OR LEGAL GUARDIANS.

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

Section 1. PURPOSE AND FINDINGS.

(a) The provisions of this ordinance are intended to promote the public health, safety, comfort and general welfare, and to protect individuals under the age of eighteen (18) years. By enactment of this ordinance, the City Council desires to, among other objectives, encourage parents and legal guardians to exercise reasonable care, supervision and control over their minor children so as to prevent them from committing unlawful acts as well as to prevent them from becoming victims of crime.

(b) The City Council finds that a critical need exists for a juvenile curfew ordinance. Minors are under the age of eighteen years and possess a particular vulnerability to crime and harmful influence under certain circumstances or when not supervised or accompanied by a parent or legal guardian at night; such minors often lack the ability to make critical decisions in an informed and mature manner when exposed to nighttime influences. Furthermore, the presence of criminal street gang members in an environment where minors are present can have unsettling effects. Minors can be recruited into the gangs, may be exposed as witnesses to gang violence, or most severely, may become innocent victims of gang violence. A curfew ordinance can help to ensure that a minor's parent or legal guardian is able to play an important role in the minor's development and upbringing. State law limits the circumstances under which a peace officer can intervene to assist a minor who is in potential danger or need of assistance. In the absence of a curfew ordinance, peace officer will not have a clear guideline as to whether or not they may detain a minor to provide assistance. Accordingly, the City Council finds that this juvenile curfew ordinance is necessary. This ordinance is tailored

to promote the welfare of minors and promote and protect a parent's ability to play a role in the upbringing of their minor children.

(c) The City Council further finds that:

- 1) A significant number of individuals using the City's public streets or other public areas at night are members of criminal street gangs;
- 2) A consistent pattern of crime and violence has occurred in and about the City of Woodlake on public streets during nighttime hours, including crimes and violence by criminal street gang members;
- 3) Criminal street gang activity has been documented by the Woodlake Police Department; In one incident on February 2, 2013 at approximately 12:35 A.M. a minor member of a criminal street gang and an accomplice were on a public street with a firearm and ultimately shot and killed Richard Zepeda who was outside visiting with friends; In another incident on North Mulberry Street on March 13, 2015 at approximately 10:15 P.M., a seventeen year old minor was shot in the chest, cheek and back by individuals from a criminal street gang;
- 4) Numerous physical assaults and other cases of shootings have been documented during nighttime hours on or near public streets frequented by minors; and
- 5) The enactment of reasonable time, place and manner restrictions as provided herein will provide measures to reduce the potential for crime activity by or directed toward minors on public streets and other public property.

Section 2. CODE REPEAL. Chapter 9.08 within Title 9 of the Woodlake Municipal Code is hereby repealed in its entirety.

Section 3. CODE ADOPTION. Chapter 9.08 within Title 9 of the Woodlake Municipal Code is hereby enacted to read in its entirety as follows:

Chapter 9.08 – CURFEW

9.08.010 DEFINITIONS.

For the purposes of this Chapter, the following definitions shall apply:

“Curfew hours” refers to 10:00 P.M., local time on any Sunday, Monday, Tuesday, Wednesday, Thursday, Friday or Saturday, until 4:00 A.M. the following day.

“Emancipated Minor” is a minor who has entered into a valid marriage, is on active duty with any of the armed forces, or has received a declaration of emancipation, as more fully set forth in California Family Code sections 7000 et seq.

“Emergency” means an unforeseen combination of circumstances which results in a reasonable necessity for immediate responsive or protective action, including but not limited seeking to obtain medical, police, fire or other reasonably urgent assistance. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury, loss of life or significant property damage.

“Establishment” means any privately owned place of business, operated for a profit, to which the public is invited, including but not limited to, any place of amusement or entertainment.

“Express parental permission” is the verifiable permission of a minor’s parent or legal guardian for the minor to be in or on any public street, public park or any other public place during the curfew hours set forth in this Chapter. When stopped for a possible violation of this Chapter, it shall be the minor’s responsibility to demonstrate that he or she has express written parental permission. The minor may satisfy this burden through any reasonably verifiable means including, but not limited to, signed and verifiable documentation from a parent or legal guardian specifying the date, time and purpose of permission or presentation of a form developed and administered by the Woodlake Police Department. Written verification shall not be required in the case of an emergency or when unforeseen circumstances arise which reasonably prevent the minor from obtaining prior written permission. If a minor is unable to demonstrate that he or she has express written parental permission and no other exception applies, the minor may be transferred to the Woodlake Police Department and shall not be subject to custodial interrogation for a violation of this Chapter. For minors who allege but are unable to demonstrate express parental permission, the peace officer with custody of the minor at the station must promptly attempt to contact the minor’s parent or legal guardian to determine if the minor has express parental permission. If the peace officer determines that the minor has express written parental permission and the minor is not being held for any other charges, the minor must be released promptly and returned to the place of initial detention as authorized by the minor’s parent or legal guardian. If the peace officer does not determine that the minor has express parental permission, the minor shall be deemed to be in violation of the appropriate provision of this Chapter.

“Legitimate Employment” Legitimate employment is any lawful source of employment or self-employment in connection with a business, trade, profession or occupation.

“Minor” is any person under the age of eighteen years.

“Other Public Place” includes all other public or private property, in addition to a public street, public alley or public park, which is outdoors and immediately accessible by the public in general, such as plazas,

parking lots, doorways or breezeways; Not included in this definition is the residence of a minor or the minor's actual relative or the portion of street, sidewalk or yard adjoining such residences.

"Operator" means any individual, firm, association, partnership or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

"Parent or Legal Guardian" is a person or spouse of a person who has the legal custody or care of a particular minor. For purposes of this Chapter, parent or legal guardian also includes an adult who is accompanying a minor with the express written permission of the minor's parent or legal guardian.

"Public park" includes all grounds, roadways, squares, recreation facilities and other property placed under the control, management, and direction of the City of Woodlake Public Works Department.

"Public street" includes all public sidewalks, crosswalks, roadways, alleys and intersections, but not sidewalks that are adjoining to a minor's residence or the residence of the minor's actual relative.

"Religious or political activity" includes, but is not limited to, a rally, demonstration, march, vigil, service or distribution of information which has as its primary focus political or religious purposes.

"Remain" means to linger, stay or fail to leave the premises when requested to do so by a peace officer or the owner, operator or other person in control of the premises.

9.08.020 CURFEW PROHIBITIONS.

A. No minor shall remain in any public place or on the premises of any establishment within the City of Woodlake during curfew hours.

B. No parent or guardian of a minor shall permit, or by insufficient control allow, any minor who is subject to their authority to remain in any public place or on the premises of any establishment within the City of Woodlake during curfew hours.

C. No owner, operator, or employee of any establishment shall allow a minor to remain upon the premises of the establishment during curfew hours.

9.08.030 EXEMPTIONS; CONDUCT THAT DOES NOT VIOLATE CURFEW PROHIBITIONS.

A. It is a defense to prosecution under section 9.08.020 if the minor was:

1. Accompanied by the minor's parent or legal guardian.
2. On an errand at the written direction of the minor's parent or legal guardian, without any detour or stop.
3. Engaged in legitimate employment activity, or going to or returning home from a legitimate employment activity, without any detour or stop.
4. Involved in an emergency.
5. On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor, if the neighbor did not complain to the Woodlake Police Department about the minor's presence.

6. Attending an official school, religious or other recreational activity supervised by adults and sponsored by the City of Woodlake, a local school district, a nonprofit charity, a locally recognized civic organization or another similar lawful entity that has taken responsibility for the minor, or going to or returning home from the same, without any detour or stop.
7. Exercising rights secured by the First Amendment of the Constitution of the United States of America in accordance with all valid and applicable time, place and manner regulations.
8. An emancipated minor.

B. It is a defense to prosecution of a parent or legal guardian under section 9.08.020(b) if, at the time of the minor's violation, the parent or legal guardian reported to the Woodlake Police Department that the minor was out during curfew hours without permission, or the minor failed to obey an order of reporting parent or legal guardian to stay home during curfew hours.

C. It is a defense to prosecution of owner, operator or employee of an establishment under section 9.08.020(c) if the prosecuted owner, operator or employee of an establishment promptly notified the Woodlake Police Department that a minor remained on the premises of the establishment during curfew hours after being asked by the establishment to leave.

9.08.040 ENFORCEMENT ACTION AND PROBABLE CAUSE.

Before transporting a minor or taking any enforcement action for a violation of section 9.08.020, a peace officer must ask for the apparent offender's age and inquire into the minor's reason for being in the public place. The peace officer must not cite the apparent offender for violation of section 9.08.020, unless the peace officer reasonably believes that an offense under section 9.08.020 has occurred, and that none of the exemptions under section 9.08.030 are applicable. No provision within this Chapter shall authorize a peace officer to engage in custodial interrogation of a minor for a violation of section 9.08.020.

9.08.050 CONSEQUENCES FOR VIOLATION.

A. To the extent permitted by applicable law, including the terms of this section, all remedies prescribed in this section for a violation of section 9.08.020 shall be cumulative and not mutually exclusive, and are in addition to any other remedy or penalty authorized by law.

B. In addition to any other authorized remedy, each violation of section 9.08.020 shall constitute a public nuisance that shall be subject to abatement through any lawful means.

C. Violation of section 9.08.020 constitutes an infraction.

D. Any person violating the provisions of section 9.08.020 shall be subject to the corresponding warning, fees and community service prescribed by Welfare and Institutions Code section 625.5(d) and (e) or its corresponding successor statute, if any, as amended from time to time. Any court order imposing community service upon a minor should not exceed any statutorily prescribed limits, including those in Welfare and Institutions Code section 258(a)(13), which as of the date of this ordinance limits community service by minors for violation of curfew to a total time of twenty (20) hours over a period not to exceed thirty (30) days. The Chief of Police or his/her designee is hereby authorized and charged with the responsibility to issue the notices described in Welfare and Institutions Code section 625.5(d).

E. In order to facilitate the City's recovery of a fee, under Welfare and Institutions Code section 625.5(e), for actual costs of administrative and transportation services for the return of a minor to his or her place of residence, or to the custody of his or her parents or legal guardian, the City Council may from time to time enact a resolution setting forth the City's actual costs on an hourly or other reasonable basis. Such resolution may authorize City staff to calculate and collect the final fee without further approval from the City Council, and to conduct any hearing required by said statute and make any related findings and orders authorized thereunder including without limitation the imposition of community service, provided that any appeal thereof shall be heard by the City Council or its designee.

F. In addition to fees and community service which may be imposed under this section, for a second and subsequent violation of section 9.08.020, the violator shall be subject to a fine not to exceed the amounts specified in section 1.12.010 for infractions.

G. A minor whose violation of section 9.08.020 is not litigated in conjunction with a petition under sections 601 or 602 of the Welfare and Institutions Code may be heard and disposed of by a juvenile hearing officer pursuant to Welfare and Institutions Code section 256. A minor's ability or inability to appeal a court's disposition is governed by Welfare and Institutions Code section 800, as amended from time to time. [In re K.S. (2003) 112 Cal. App. 4th 118.]

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any

one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA
Mayor, City of Woodlake

ATTEST:

IRENE ZACARIAS
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WOODLAKE
ENACTING CHAPTER 10.19 CREATING RESIDENTIAL
PARKING RULES AND ENFORCEMENT

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

Section 1. PURPOSE. The provisions of this ordinance are intended in order to promote the public health, safety, comfort and general welfare of the community by requiring a minimum level of maintenance of private property to protect the livability, appearance and social and economic stability of the City of Woodlake (“City”) and to protect the public from the health and safety hazards and the impairments of property values that result from the neglect and deterioration of property.

Section 2. CODE ADOPTION. Chapter 10.19 of Title 10 of the Woodlake Municipal Code is hereby enacted to read in its entirety as follows:

CHAPTER 10.19 RESIDENTIAL PARKING.

10.19.010 Purpose.

The purpose of this chapter is to promote the public health, safety and welfare by requiring a minimum level of maintenance of private property to protect the livability, appearance and social and economic stability of the city and to protect the public from the health and safety hazards and the impairments of property values that result from the neglect and deterioration of property.

10.19.020 Definitions.

"Boat" means a boat of any kind, whether self-propelled or propelled by any other means, including sailing vessels and all other structures adapted to be navigated on water from place to place for recreational purposes or for the transportation of merchandise or persons.

"Motor Vehicle" means a passenger vehicle, truck, recreational vehicle, motorcycle, motor scooter, golf cart, or other similar self-propelled vehicle.

"Motor vehicle" does not mean a motorized wheelchair, bicycle, tricycle or quadricycle.

"Property" means any real property not owned by the City of Woodlake, the federal or state government or any political subdivision or agency thereof.

"Recreational Vehicle" means a motor vehicle designed and equipped for human habitation.

10.19.030 Parking on unpaved surfaces prohibited.

A. Notwithstanding any other ordinance of the City, on any improved parcel used for residential purposes, no person shall keep, store or park any trailer, recreational vehicle, boat or motor vehicle on any portion of a front yard or side yard which adjoins either a public street or a public sidewalk, unless the area is paved in accordance with City standards.

B. No owner, tenant, manager or occupant of any improved parcel used for residential purposes shall allow or suffer another person to keep, store or park any trailer, recreational vehicle, boat or motor vehicle on any portion of a front yard or side yard which adjoins either a public street or a public sidewalk, unless the area is paved in accordance with City standards.

10.19.040 Enforcement.

A. The city administrator or designee is authorized to administer and enforce the provisions of this chapter. All enforcement officers to whom the city administrator has delegated enforcement responsibilities are authorized to inspect property and to take any other appropriate enforcement action as may be reasonably necessary or convenient in order to carry out, administer or otherwise enforce the provisions of this chapter.

B. Any private person who violates any provision of this chapter shall be subject to enforcement procedures for each violation through any lawful means available to the city, including without limitation, the administrative citation procedures or the general penalty provisions of Chapter 1.12.

C. A violation of this chapter by any private person shall constitute a public nuisance which, in addition to any other potential remedies available, shall be subject to abatement by any lawful means including, but not limited to, the procedures in Chapter 8.28.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. The City Administrator is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action

acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on _____, 2015 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza
Mayor, City of Woodlake

ATTEST: _____
Irene Zacarias
City Clerk

DRAFT

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WOODLAKE ENACTING CHAPTER 17.74 CONTAINING AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS.

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

Section 1. FINDINGS AND PURPOSE.

WHEREAS, on September 21, 2014, the Governor of the State of California signed into law Assembly Bill 2188 (AB-2188) which requires cities to enact a an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems (no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal, per Government Code § 65850.5(j)(3)(A)); and

WHEREAS, the City of Woodlake (“City”) intends to comply with such requirement by enacting the instant ordinance.

Section 2. In accordance with Government Code § 65850.5(g)(2), the City has determined that it is presently unable to authorize the acceptance, through email or the Internet, of an electronic signature on and an electronic submittal of all forms, applications and other documents in lieu of a wet signature by an applicant because the City presently does not have sufficient equipment, software and other necessary technical and human resources capable of reliably doing so.

Section 3. CODE ADOPTION. Chapter 17.74 is hereby added to Title 17 of the Woodlake Municipal Code to read in its entirety as follows:

CHAPTER 17.74 – SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

17.74.010 Purpose.

The City of Woodlake (“City”) seeks to implement Assembly Bill 2188 (2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems. This ordinance shall also be known and may be cited as the “small residential rooftop solar ordinance”.

17.74.020 Definitions.

The following definitions shall apply solely to this Chapter of the municipal code:

“**Solar energy system**” shall have the same meaning set forth in Civil Code section 801.5(a)(1) and (a)(2) or successor statute, as amended from time to time.

“**Small residential rooftop solar energy system**” shall have the same meaning set forth in Government Code section 65850.5(j)(3) or successor statute, as amended from time to time.

“**Electronic submittal**” means the utilization of facsimile.

An “**association**” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

A “**common interest development**” means any of the following:

- (1) A community apartment project;
- (2) A condominium project;
- (3) A planned development; or
- (4) A stock cooperative.

“**Specific, adverse impact**” shall have the same meaning set forth in Government Code section 65850.5(j)(5) or successor statute, as amended from time to time.

“**Planning director**” shall mean the planning director as set forth within Title 17, including Chapter 17.03, of the Woodlake Municipal Code and shall also refer to the planning director’s designee, if any.

“**Building official**” shall mean the head building official as set forth within Title 17, including Chapter 17.03, of the Woodlake Municipal Code and shall also refer to the building official’s designee, if any.

17.74.030 Applicability of Chapter.

(a) This Chapter of the City’s municipal code applies to the permitting of all small residential rooftop solar energy systems in the City.

(b) Small residential rooftop solar energy systems lawfully established or permitted prior to the effective date of this Chapter of the City’s municipal code are not subject to the requirements of this Chapter unless physical modifications or alterations are undertaken

that materially change the wattage, size, type or components thereof which shall require new permitting. Routine operation and maintenance or like-kind replacement of existing components shall not require a permit.

17.74.040 Compliance with State and Local Requirements.

In order for a valid permit to be issued, the proposed solar energy system must satisfy all applicable health and safety standards and requirements enacted by the state and the City.

17.74.050 Duties of Planning Director.

(a) In accordance with Government Code section 65850.5(g)(1), the City's planning director shall prepare and adopt a checklist of all requirements with which small residential rooftop solar energy systems must comply in order to be eligible for expedited review and an accurate application which satisfies those requirements shall be deemed complete. All requirements in the checklist and any procedures identified therein must conform to the minimum standards and requirements found in the most current version of the California Solar Permitting Guidebook published by the Governor's Office of Planning and Research.

(b) In accordance with Government Code section 65850.5(g)(2), the planning director must ensure the checklist and all document forms required for the submission of an expedited solar energy system application are publicly accessible on a City webpage during such times as the City has an operative Internet website.

(c) In connection with small residential rooftop solar energy system permit applications, and in addition to an applicant's original wet signatures thereon, the planning director shall alternatively accept an electronic signature and submittal of the required permit application and documents by facsimile. The planning director may also elect to accept any additional form of electronic signatures specified in Government Code section 65850.5(g)(2) provided that the planning director has sufficient equipment, software and other technical and human resources capable of reliably doing so for all applicants so desiring.

(d) In accordance with Civil Code section 714(e)(1) and Government Code section 65850.5(b), an application for approval to install a solar energy system shall be processed by the planning director in the same manner as an application for approval of an architectural modification to the property, and must not be willfully avoided or delayed, provided that such review process shall be administrative, nondiscretionary and similar to approval of building permits. The planning director's approval shall be, and is, contingent upon valid issuance of a building permit by the City's building official.

(e) The planning director and building official must ensure that all fees prescribed for the permitting of small residential rooftop solar energy system comply with all laws, including Government Code sections 65850.55, 66015 and 66016 and Health and Safety Code section 17951, to the extent applicable.

17.74.060 Conditional Use Permits.

(a) To the extent not otherwise prohibited by Government Code section 65850.5(b), a conditional use permit shall be required if the City's building official makes a finding, based upon substantial evidence, that the proposed solar energy system could have a

specific, adverse impact upon the public health and safety. A conditional use permit to install a solar energy system must and shall be denied if, based on substantial evidence, the City finds that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the same.

(b) The City may impose any condition within a conditional use permit which is designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

17.74.070 Inspections; Issuance of Building Permit.

(a) In connection with small residential rooftop solar energy systems which qualify for expedited review, only one inspection shall be required and performed by the building official except that a separate fire safety inspection may be performed whenever the city does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. In accordance with Government Code section 65850.5(h), if a small residential rooftop solar energy system fails an inspection, a subsequent inspection must be scheduled which need not conform to the requirements of this Chapter.

(b) An inspection under this Chapter must be performed in a timely manner and whenever reasonably possible, building official and fire safety inspections should be consolidated. Unless extraordinary circumstances exist, an inspection will be scheduled within five (5) business days after a written request is received by the City and the applicant must be provided with a three (3)-hour inspection window.

(c) The building official shall issue or deny a building permit within two (2) business days after completing the inspection of a small residential rooftop solar energy system or within two (2) business days after the completion of a fire safety inspection, whichever is later.

17.74.080 Appeals.

The denial of a permit which is governed by this Chapter shall be appealable to the Planning Commission. The procedures and deadlines governing such appeal shall be the same procedures and deadlines prescribed in the City's municipal code for appeals to the City Council in connection with the denial of a conditional use permit except that in its sole and absolute discretion the City Council (or its designee) reserves the right to hear or decline a request to hear an appeal of the Planning Commission's decision. If the City Council agrees to hear an appeal from the Planning Commission, the decision of the City Council (or its designee) shall be final and supersede the decision of the Planning Commission.

Section 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Class 1 categorical exemption [existing facilities, 14 C.C.R. § 15301] and Class 3 categorical exemption [new construction or conversion of small structures, 14 C.C.R. § 15303]. Furthermore, a statutory exemption exist pursuant to Public Resources Code § 21080.35. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

Section 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Woodlake, or any official, employee or agent thereof.

Section 6. PENDING ACTIONS AND EXISTING VIOLATIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court or other enforcement proceeding, or any rights acquired, or liability incurred, or any cause or causes of action already acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Woodlake hereby declares that it would have enacted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this

ordinance shall be construed in light of that intent. To the extent the provisions of the Woodlake Municipal Code as amended by this ordinance are substantially the same as provisions in the Woodlake Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the _____, a newspaper printed and published in the City of Woodlake, State of California, together with the names of the Council members voting for and against the same

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, on _____, 2015 at a regular meeting of said City Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RUDY MENDOZA, Mayor
CITY OF WOODLAKE

ATTEST: _____
IRENE ZACARIAS, City Clerk
CITY OF WOODLAKE

City of Woodlake

AGENDA ITEM V-D

December 14, 2015

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Award the Woodlake Airport ALP and PMMP Project to Wadell Engineering

BACKGROUND:

The Federal Aviation Administration has grant funding available for airport planning and maintainince projects. The City of Woodlake must apply for these funds each year in order to receive the funding.

DISCUSSION:

The City of Woodlake released an RFQ to consultants to prepare an Airport Layout Plan and a Pavement Maintenance/Management Program. Both of these documents are required before the City can begin to use additional grant funding for maintenance and construction projects at the Woodlake Airport. Staff received two proposals from qualified consultants: Wadell Engineering and Coffman Associates.

Based on the City's approve scoring criteria, staff recommends that Council approve staff to enter into contract negotiations with Wadell Engineering.

RECOMMENDATIONS:

Staff recommends that Council approve the authorization to go out to bid for an airport planning consultant.

FISCAL IMPACT:

The City will be required to provide a grant match of 10%.

ATTACHMENTS:

1. Resolution: Authorization to Award the Airport ALP and PMMP Project to Wadell Engineering

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

In the matter of:

AUTHORIZATION TO AWARD THE) Resolution No.
WOODLAKE AIRPORT ALP AND PMMP)
PROJECT TO WADELL ENGINEERING)

Councilmember _____, offered the following resolution and moved its adoption. Authorize the City of Woodlake to award the Woodlake ALP and PMMP project to Waddell Engineering.

WHEREAS, the Federal Aviation Administration has grant funding available for airport planning and maintenance projects; and

WHEREAS, the City of Woodlake must apply for these funds in order to receive the funding; and

WHEREAS, the City of Woodlake Airport may use these funds from planning and maintenance purposes; and

WHEREAS, the City of Woodlake wishes to hire Wadell Engineering to prepare an Airport Layout Plan and a Pavement Maintenance/Management Program; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to authorize that City Staff enter into contract negotiations with Wadell Engineering to prepare and ALP and PMMP for the Woodlake Airport.

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 December 14, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-E

December 14, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Authorize Staff to Put Out to Bid the Construction of the City of Woodlake Plaza Project

BACKGROUND:

At the October 13, 2014 City Council meeting staff presented to Council the preliminary steps being taken for the possible development of a plaza in Downtown Woodlake on Magnolia St. One of the first steps would be to acquire five properties that are privately owned. Staff had appraisals performed on all four of the properties and has acquired all the necessary right-of-way. The right-of-way was purchased by the City's General Fund and total costs were two hundred and eighty nine thousand dollars (\$289,000).

DISCUSSION:

On January 26, 2015 the City Council of the City of Woodlake requested funding from the Tulare County Transportation Authority to pay for the project's preliminary engineering. The cost of the preliminary engineering is estimated to be one hundred and thirty thousand dollars (\$130,000) and would come from the City of Woodlake Bike/Pedestrian Tier 2 section of Measure R.

The City is now prepared to put the project out to bid for construction. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds. The overall construction costs of the project are estimated at one million six hundred forty seven thousand and nine hundred dollars (\$1,647,900.00) see Attachment No. 1 attached.

RECOMMENDATIONS:

Staff recommends that Council authorize staff to put out to bid the construction for the City of Woodlake Plaza Project. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds.

FISCAL IMPACT:

There is no fiscal impact to the City of Woodlake General Fund. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds.

ATTACHMENTS:

1. Resolution: Authorize Staff to Put Out to Bid the Construction of the City of Woodlake Plaza Project
2. Attachment No. 1 – City of Woodlake Plaza Project Cost Summary

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

In the matter of:

AUTHORIZE STAFF TO PUT OUT TO BID) Resolution No.
THE CONSTRUCTION OF THE CITY OF)
WOODLAKE PLAZA PROJECT)

Councilmember _____, offered the following resolution and moved its adoption. Authorize staff to put out to bid the construction of the City of Woodlake Plaza Project.

WHEREAS, the City Council of the City of Woodlake wishes to provide adequate amenities to the residents of the City of Woodlake in the form of a City of Woodlake Plaza; and,

WHEREAS, the City of Woodlake Plaza Project is funded with a Department of Housing and Community Development Grant, Measure R and local funds; and,

WHEREAS, the City of Woodlake Plaza project has reached the necessary environmental, design and right-of-way stages to put the project out to bid.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to authorize staff to put out to bid the construction of the City of Woodlake Plaza 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 December 14, 2015.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

Attachment No. 1

City of Woodlake Plaza Project

Preliminary Engineering (PE):	Total Cost	Parks Grant/Local	Measure R Bike	Measure R Mitigation	Measure R Local Advance
Preliminary Engineering (PE):	\$133,700.00	\$3,700.00	\$130,000.00	\$0.00	\$0.00
PE Cost:	\$133,700.00	\$3,700.00	\$130,000.00	\$0.00	\$0.00
Right of Way (R/W):					
Right of Way Acquisition	\$289,000.00	\$289,000.00	\$0.00	\$0.00	\$0.00
RW Cost:	\$289,000.00	\$289,000.00	\$0.00	\$0.00	\$0.00
Construction (CON):					
Construction Engineering	\$143,400.00	\$0.00	\$0.00	\$0.00	\$143,400.00
Construction Improvements	\$1,424,500.00	\$275,900.00	\$247,000.00	\$375,000.00	\$526,600.00
SCE	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00
CON Cost:	\$1,647,900.00	\$275,900.00	\$247,000.00	\$375,000.00	\$750,000.00
Total Project C	\$2,070,600.00	\$568,600.00	\$377,000.00	\$375,000.00	\$750,000.00

City of Woodlake

AGENDA ITEM V-F

December 14, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Enter into Supplemental Agreements with the Tulare County Transportation Authority (TCTA) for the Construction of the City of Woodlake Plaza Project for the Use of Measure R Bike/Pedestrian, Measure R Transportation Mitigation and Measure R Local Advance Funds

BACKGROUND:

At the October 13, 2014 City Council meeting staff presented to Council the preliminary steps being taken for the possible development of a plaza in Downtown Woodlake on Magnolia St. One of the first steps would be to acquire five properties that are privately owned. Staff had appraisals performed on all four of the properties and has acquired all the necessary right-of-way. The right-of-way was purchased by the City's General Fund and total costs were two hundred and eighty nine thousand dollars (\$289,000).

DISCUSSION:

On January 26, 2015 the City Council of the City of Woodlake requested funding from the Tulare County Transportation Authority to pay for the project's preliminary engineering. The cost of the preliminary engineering is estimated to be \$130,000 and would come from the City of Woodlake Bike/Pedestrian Tier 2 section of Measure R.

The City is now prepared to put the project out to bid for construction. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds. The overall construction costs of the project are estimated at one million six hundred forty seven thousand and nine hundred dollars (\$1,647,900.00) see Attachment No. 1 attached. The attached table shows the project being partially funded with Measure R Bike/Pedestrian, Measure R Transportation Mitigation and a Measure R Local Advance Funds that require that the City enter into a Supplemental Agreement with the Tulare County Transportation Authority to acquire the funds. The agreement is attached for review.

RECOMMENDATIONS:

Staff recommends that Council authorize staff to enter into three separate Supplemental Agreements for the funding associated with the City of Woodlake Plaza Project. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds.

FISCAL IMPACT:

There is no fiscal impact to the City of Woodlake General Fund. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds.

ATTACHMENTS:

1. Resolution: Enter into Supplemental Agreements with the Tulare County Transportation Authority (TCTA) for the Construction of the City of Woodlake Plaza Project for the Use of Measure R Bike/Pedestrian, Measure R Transportation Mitigation and Measure R Local Advance Funds
2. Draft Supplemental Agreement for the City of Woodlake Plaza Project
3. Attachment No. 1 – City of Woodlake Plaza Project Cost Summary

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

In the matter of:

ENTER INTO A SUPPLEMENTAL AGREEMENT WITH THE _____) Resolution No.
TULARE COUNTY TRANSPORTATION AUTHORITY (TCTA))
FOR THE CONSTRUCTION OF THE CITY OF WOODLAKE)
PLAZA PROJECT FOR THE USE OF MEASURE R BIKE/)
PEDESTRIAN, MEASURE R TRANSPORTATION MITIGATION)
AND MEASURE R LOCAL ADVANCE FUNDS)

Councilmember _____, offered the following resolution and moved its adoption. Enter into Supplemental Agreements with the Tulare County Transportation Authority for the construction of the City of Woodlake Plaza Project for the use of Measure R Bike/Pedestrian, Measure R Transportation Mitigation and Measure R Local Advance funds.

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 Plaza Project is funded with a Department of Housing and Community Development Grant, Measure R and local funds; and

WHEREAS, the TCTA will allocate to the City of Woodlake local Measure R Bike/Pedestrian funds to pay for the expenditures associated with the construction of the City of Woodlake Plaza Project in the amount of two hundred and forty seven thousand dollars (\$247,000); and

WHEREAS, the TCTA will allocate to the City of Woodlake local Measure R Transportation Mitigation funds to pay for the pedestrian and tree expenditures associated with the construction of the City of Woodlake Plaza Project in the amount of three hundred and seventy five thousand dollars (\$375,000); and

WHEREAS, the TCTA will advance to the City of Woodlake local Measure R funds to pay for the expenditures associated with the construction of the City of Woodlake Plaza Project in the amount of seven hundred and fifty thousand dollars (\$750,000) and that will be reimbursed with future local Measure R revenues.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to enter into Supplemental Agreements with the Tulare County Transportation Authority for the construction of the City of Woodlake Plaza Project for the use of Measure R Bike/Pedestrian, Measure R Transportation Mitigation and Measure R Local Advance funds.

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 December 14, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

This Program Supplement is made and entered into on _____, by and between the City of Woodlake] ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the Sponsor and the Authority on May 14, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. 2010-013, approved by the Sponsor on _____. (See copy attached)

Project Scope, Costs, and Schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

1.1. SPONSOR agrees that it will only proceed with work authorized for specific phases(s) with a written "Authorization to Proceed" or Authority action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or Authority action.

1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.

1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.

1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

///

///

///

///

///

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Authority Director

ATTEST:

By: _____

CITY OF WOODLAKE

By: _____

Mayor

ATTEST:

By _____

City Clerk

Attachment No. 1

City of Woodlake Plaza Project

Preliminary Engineering (PE):	Total Cost	Parks Grant/Local	Measure R Bike	Measure R Mitigation	Measure R Local Advance
Preliminary Engineering (PE):	\$133,700.00	\$3,700.00	\$130,000.00	\$0.00	\$0.00
PE Cost:	\$133,700.00	\$3,700.00	\$130,000.00	\$0.00	\$0.00
Right of Way (R/W):					
Right of Way Acquisition	\$289,000.00	\$289,000.00	\$0.00	\$0.00	\$0.00
RW Cost:	\$289,000.00	\$289,000.00	\$0.00	\$0.00	\$0.00
Construction (CON):					
Construction Engineering	\$143,400.00	\$0.00	\$0.00	\$0.00	\$143,400.00
Construction Improvements	\$1,424,500.00	\$275,900.00	\$247,000.00	\$375,000.00	\$526,600.00
SCE	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00
CON Cost:	\$1,647,900.00	\$275,900.00	\$247,000.00	\$375,000.00	\$750,000.00
Total Project C	\$2,070,600.00	\$568,600.00	\$377,000.00	\$375,000.00	\$750,000.00

City of Woodlake

AGENDA ITEM V-G

December 14, 2015

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Enter into a Measure R Supplemental Agreement with the Tulare County Transportation Authority for the South Valencia ADA Project

BACKGROUND:

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

DISCUSSION:

On April 30, 2012 the City of Woodlake entered into a Supplemental Agreement with the Tulare County Transportation Authority in the amount of one hundred and seventy eight thousand dollars (\$178,000) for preliminary engineering. The City has now entered the right-of-way phase of the project and is requesting the remainder of its four hundred and twenty one thousand dollars (\$421,000) allocated to this project, the remainder being two hundred and forty three thousand dollars (\$243,000) in Measure R funding for right-of-way and admin costs. Once right-of-way is completed the City will use SHOPP and local funds for the construction of the project.

RECOMMENDATIONS:

Enter into a Measure R Supplemental Agreement with the Tulare County Transportation Authority in the amount of two hundred and forty three thousand dollars (\$243,000) for right-of-way and admin costs associated with the South Valencia ADA Project.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Resolution: Enter into a Measure R Supplemental Agreement with the Tulare County Transportation Authority for the South Valencia ADA Project
2. Measure R Supplemental Agreement Between the City of Woodlake and the Tulare County Transportation Authority
3. Attachment No. 1 – South Valencia ADA Project Cost Summary

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

In the matter of:

ENTER INTO A MEASURE R SUPPLEMENTAL) Resolution No.
AGREEMENT WITH THE TULAE COUNTY)
TRANSPORATION AUTHORITY FOR THE)
SOUTH VALENCIA ADA PROJECT)

Councilmember _____, offered the following resolution and moved its adoption. Enter into a Measure R Supplemental Agreement with the Tulare County Transportation Authority for the South Valencia ADA Project.

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

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

WHEREAS, four hundred and twenty one thousand dollars (\$421,000) of Measure R funds have been allocated to the South Valencia ADA Project and one hundred and seventy eight thousand dollars (\$178,000) of the funds have been used for preliminary engineering; and

WHEREAS, the City of Woodlake wishes to enter into a Measure R Supplemental Agreement for the remainder of the initial allocation, the remainder being two hundred and forty three thousand dollars (\$243,000) in Measure R funding for right-of-way and admin costs as shown on Attachment No. 1.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to enter into a Measure R Supplemental Agreement with the Tulare County Transportation Authority for the South Valencia ADA 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 December 14, 2015.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

This Program Supplement is made and entered into on _____, by and between the City of Woodlake] ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the Sponsor and the Authority on May 14, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. 2010-013, approved by the Sponsor on _____. (See copy attached)

Project Scope, Costs, and Schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

1.1. SPONSOR agrees that it will only proceed with work authorized for specific phases(s) with a written "Authorization to Proceed" or Authority action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or Authority action.

1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.

1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.

1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

///

///

///

///

///

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Authority Director

ATTEST:

By: _____

CITY OF WOODLAKE

By: _____

Mayor

ATTEST:

By _____

City Clerk

Attachment No. 1
City of Woodlake South Valencia ADA Project

Preliminary Engineering (PE):	Budget	SHOPP	Measure R	City
Task 1-6 (Project Management/City Coordiantion, Topographic Survey, Utility Coordination, Environmental Documentation, Project Design, Caltrans Coordination (PS&E)	\$196,099.43	\$0.00	\$178,000.00	\$18,099.43
PE Cost:	\$196,099.43	\$0.00	\$178,000.00	\$18,099.43
 Right of Way (R/W):				
Legals and Records of Survey, TCE	\$83,666.17	\$0.00	\$83,600.00	\$66.17
Caltrans Coordination	\$3,000.00	\$0.00	\$3,000.00	\$0.00
Appraisals and Acquisition	\$79,000.00	\$0.00	\$54,425.00	\$24,575.00
RW Purchase	\$83,975.00	\$0.00	\$83,975.00	\$0.00
RW Cost:	\$249,641.17	\$0.00	\$225,000.00	\$24,641.17
 Construction (CON):				
Construction Engineering	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Construction Improvements	\$1,004,680.00	\$400,000.00	\$0.00	\$604,680.00
Construction Admin	\$55,000.00	\$0.00	\$18,000.00	\$37,000.00
Bidding, Admins, Plans, Coordination	\$1,109,680.00	\$400,000.00	\$18,000.00	\$691,680.00
CON Cost:	\$1,109,680.00	\$400,000.00	\$18,000.00	\$691,680.00
Total Project Cost:	\$1,555,420.60	\$400,000.00	\$421,000.00	\$734,420.60