

Date: February 22, 2016 (Monday)
Time: 6:30 p.m.
Place: City Council Chambers
350 North Valencia Blvd.
Woodlake, CA 93286

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

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

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

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

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

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS
Request Approval of the Consent Calendar Action Items (IV. A-D)

- A. Action: Approval of Minutes of the regular meeting held on February 8, 2016 (Pages 1-3)
- B. Action: Approval of Warrants (Pages 4-33)
- C. Action: Adoption of Resolution: Approval of Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for Those Properties Associated With the City of Woodlake South Valencia ADA Project (Pages 34-49)

- D. Action: Adoption of Resolution: Reappoint Paul Lira, Johnny Varela and Joe Perez to the Planning Commission Board (Pages 50-51)

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Approval of Acquisition for the Property with APN # 060-131-016 (Pages 52-102)
- B. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 103-107)
- C. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 108-111)
- D. Action: Adoption of Resolution: Reject All Bids for the Construction of the City of Woodlake Plaza Project and Authorize Staff to Rebid the Project (Pages 112-116)
- E. Information: Code Enforcement

VI. OTHER BUSINESS

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

VII. CLOSED SESSION

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

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

Number of potential cases is: __1__.

NOTICE TO THE PUBLIC

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

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

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

II. ADJOURN

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

OTHERS: Lara, Waters, Diaz, Marquez, Zacarias and Castillo

ABSENT: Ortiz & Mendoza

FLAG SALUTE

PUBLIC COMMENT

Nicholas Perez, 173 N. Pepper, Woodlake – Mr. Perez asked Council if they would build a new skate park or extend what is currently at Miller Brown Park. He stated there are kids who are willing to help fund raise to help City build or improve current skate park. He wants a designated skate park so they will skate where allowed and stop getting tickets and harassed by the local officers. City Administrator Lara asked how much bigger they would like the current skate park. Mr. Perez stated the kids would like the current skate park doubled in size.

Evan Delgado, 135 Danielle Way, Woodlake – Mr. Delgado stated the current skate park is too small and the benches are messed up. The kids would like a better skate park. Councilmember G. Gonzalez Jr. stated this issue has been discussed before and one of the main issues is funding is limited for a new skate park. He appreciates the comments and information and will discuss with City staff. City Administrator Lara stated limited funding is an issue and also asked kids to help take care of what is currently there now. There has been damage to benches and trash bins and asked that they kids take pride in their skate park and help take care of current equipment. City Administrator Lara reported the officers are not harassing the young kids but enforcing current rules, such as no skateboarding in the parking lot of the Transit Center and also the parking lot for Rite Aid. Councilmember Martinez also reminded the kids to always wear protective gear and be safe at all times. He worries the kids are not always safe. Mr. Perez stated signs can be posted for kids to “Skate at our own risk”, and the City cannot be held liable. City Administrator Lara asked the kids to bring him ideas of what they would like to have for their skate park.

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Approval of Minutes of the regular meeting held on January 25, 2016
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Monthly Report of Investments
- D. Action: Adoption of Resolution: Approval of Right of Way Agreements, Grant Deeds, Temporary Construction Easement Deeds and Funds Disbursements for Those Properties Associated With the City of Woodlake South Valencia ADA Project
- E. Action: Adoption of Resolution: Request to Change the Local Economic Board from Eight Members to Seven Members

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

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Waive 2nd Reading and Adopt Ordinances Amending or Adding Chapter 8.50 & Chapter 8.51 of the Woodlake Municipal Code
- City Employee Waters reported the following ordinances were introduced for adoption:
- Chapter 8.50 Medical Marijuana – proposing to enact restriction on medical marijuana dispensaries, mobile dispensaries, cooperatives, collectives and cultivation.
- Chapter 8.51 Mobile Marijuana Dispensaries –proposing to prohibit mobile marijuana dispensaries.
- ON A MOTION BY MARTINEZ, SECOND BY LOPEZ IT WAS VOTED TO WAIVE 2ND READING AND ADOPT ORDINANCES. APPROVED UNANIMOUSLY.**
- B. Information: Presentation from Midvalley Disposal
- Sol Nunez, a representative from Midvalley Disposal presented Adrian Ornelas, Public Works Supervisor with the 2015 Recycler of the Year Award. Mr. Ornelas will be honored at the Kiwanis Awards banquet on March 4th.

VI. OTHER BUSINESS

- A. Information: Items from Staff
- City Employee Waters – reported the installation of water meters has started and all is going well. They are currently installing in the Castle Rock neighborhood and have installed 102. This process is going well due to the homes being fairly new as they install in the older homes the process will slow but should still go well.
- City Administrator Lara – reported Rite Aid will have their Grand Opening on Thursday, February 25th at 10:00 am. The Roundabout project has started back up and will continue as weather permits. City staff is continuing to enforce the lawn parking and vehicle storage and abatement ordinance. To date they have issued 112 notices which have resulted in 2 citations and 6 extensions. Councilmember G. Gonzalez Jr. asked if staff would be enforcing the local businesses to only cover 10% of their store front. City Administrator Lara stated that would be the next project. City staff will prepare a PowerPoint presentation at the next council meeting which will discuss this issue. Notices will go out to each local business and invite them to the meeting to educate them on this issue.
- Chief Marquez – reported he has received numerous calls regarding the dead fish in Bravo Lake. Callers are concerned this is an action by the City. Chief Marquez reported this is not true and the fish are dying by natural causes.
- Student Representative Castillo – reported boys soccer and girls basketball is having senior night on Tuesday, February 9th, girls soccer is Thursday, February 11th and boys basketball is Tuesday, February 16th.
- B. Information: Items from Council
- Councilmember Martinez – asked Chief Marquez to have his officers be on the lookout for those vendors who try and sell merchandise in town without a business license.
- Councilmember G. Gonzalez Jr. – thanked city staff for the wonderful job they did keeping the gutters clean and clear during our rainy week.
- 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, February 22, 2016 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 7:01 p.m.

Submitted by,

Irene Zacarias

City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : February 22, 2016

PAYROLL

| | |
|------------------|-------------|
| 1/22/2016 (City) | \$45,744.35 |
| 1/22/2016 (Fire) | \$4,548.53 |

| | |
|----------------------|--------------------|
| Gross Payroll | \$50,292.88 |
|----------------------|--------------------|

DISBURSEMENTS / WARRANTS

| | |
|-----------|--------------|
| 2/18/2016 | \$589,930.59 |
|-----------|--------------|

| | |
|----------------------------|---------------------|
| Total Disbursements | \$589,930.59 |
|----------------------------|---------------------|

WIRES

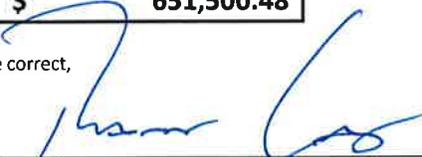
| | | | |
|------------------|------|----|----------|
| PAYROLL TAX WIRE | CITY | \$ | 9,807.11 |
| | FIRE | \$ | 1,469.90 |

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

| | | |
|-----------------------------------|-----------|------------------|
| Total Wire Amount Sent Out | \$ | 11,277.01 |
|-----------------------------------|-----------|------------------|

| | | |
|------------------------------|-----------|-------------------|
| Amount to be Approved | \$ | 651,500.48 |
|------------------------------|-----------|-------------------|

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 22nd day of February 2016.
by the following vote:**

Ayes:
Noes:
Absent:
Abstain:

Mayor, Rudy Mendoza

City Clerk, Irene Zacarias

PERIOD 2 DATING 1/03/2016- 1/16/2016 CHECK DATE 1/22/2016
DIRECT DEPOSIT IS TURNED ON

| CHECK NUMBER | CHECK AMOUNT | CODE | CHECK SEQ |
|--------------|--------------|------|-------------|
| 21436 | 4,520.47 | 208 | 1 STUB ONLY |
| 21437 | 2,375.25 | 210 | 1 STUB ONLY |
| 21438 | 1,008.70 | 206 | 1 STUB ONLY |
| 21439 | 2,099.96 | 212 | 1 STUB ONLY |
| 21440 | 1,768.39 | 207 | 1 STUB ONLY |
| 21441 | 1,055.56 | 173 | 1 STUB ONLY |
| 21442 | 3,696.92 | 511 | 1 STUB ONLY |
| 21443 | 1,914.61 | 556 | 1 STUB ONLY |
| 21444 | 1,691.21 | 539 | 1 STUB ONLY |
| 21445 | 414.27 | 560 | 1 STUB ONLY |
| 21446 | 1,259.93 | 557 | 1 STUB ONLY |
| 21447 | 3,231.03 | 549 | 1 STUB ONLY |
| 21448 | 1,005.87 | 554 | 1 STUB ONLY |
| 21449 | 1,753.52 | 552 | 1 STUB ONLY |
| 21450 | 958.05 | 555 | 1 STUB ONLY |
| 21451 | 1,243.96 | 553 | 1 STUB ONLY |
| 21452 | 1,298.00 | 558 | 1 STUB ONLY |
| 21453 | 1,649.55 | 551 | 1 STUB ONLY |
| 21454 | 1,257.78 | 107 | 1 STUB ONLY |
| 21455 | 569.46 | 213 | 1 STUB ONLY |
| 21456 | 1,601.36 | 134 | 1 STUB ONLY |
| 21457 | 865.10 | 205 | 1 STUB ONLY |
| 21458 | 1,309.46 | 187 | 1 STUB ONLY |
| 21459 | 1,180.91 | 159 | 1 STUB ONLY |
| 21460 | 2,038.67 | 209 | 1 STUB ONLY |
| 21461 | 1,940.11 | 211 | 1 STUB ONLY |
| 21462 | 604.20 | 214 | 1 STUB ONLY |
| 21463 | 1,432.05 | 188 | 1 STUB ONLY |

PERIOD 2 DATING 1/03/2016- 1/16/2016 CHECK DATE 1/22/2016
 DIRECT DEPOSIT IS TURNED ON

| CHECK NUMBER | CHECK AMOUNT | EMPLOYEE/BANK/VENDOR NAME | CODE | CHECK SEQ |
|-----------------|-----------------|------------------------------|------|--------------|
|-----------------|-----------------|------------------------------|------|--------------|

TOTALS FOR CHECK FORM: STUB

| NEGOTIABLE CHECKS | AMOUNT | NAME | 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

| | | | |
|--|-----------|-----------------------|----|
| | 45,744.35 | *DIRECT DEPOSIT STUBS | 28 |
| | 0.00 | *VENDOR DIR DEP STUBS | 0 |

PERIOD 2 DATING 1/03/2016- 1/16/2016 CHECK DATE 1/22/2016

| 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

| | | | |
|-----------|-----------------------|--|----|
| 45,744.35 | *DIRECT DEPOSIT STUBS | | 28 |
| 0.00 | *VENDOR DIR DEP STUBS | | 0 |

| | | | |
|-----------|-------------------------------|--|----|
| 45,744.35 | **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 |
| 45,744.35 | *DIRECT DEPOSIT STUBS | | 28 |
| 0.00 | *VENDOR DIR DEP STUBS | | 0 |

| | | | |
|-----------|---------------------------------|--|----|
| 45,744.35 | ***TOTAL NEGOTIABLE & NON-NEGOT | | 28 |
|-----------|---------------------------------|--|----|

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

| | | | |
|-----------|-------------------------------------|--|--|
| 45,744.35 | ***TOTAL NEG, NON-NEG, OTHER CHECKS | | |
|-----------|-------------------------------------|--|--|

| | | | |
|--|---------------------|--|---|
| | TOTAL SEQ 1 FEMALES | | 7 |
|--|---------------------|--|---|

PAY INFORMATION

GROSS PAY

FEATURE DISTRIBUTION

CITY - GROSS PAYROLL
01/03/16-01/16/16 PAYROLL DATE: 01/22/16

RUN- 1/20/2016 15:48:24 PAGE 1

PR4B0R-V14.02 ACS Paymate

| EMP # | CUR AMT | CUR HRS |
|------------------|-----------|----------|
| 511 | 4,444.20 | 104.00 |
| 213 | 672.00 | 56.00 |
| 556 | 2,877.34 | 94.00 |
| 214 | 1,826.39 | 80.00 |
| 159 | 1,562.48 | 82.00 |
| 539 | 2,638.15 | 80.00 |
| 188 | 2,173.46 | 80.00 |
| 209 | 2,474.38 | 80.00 |
| 560 | 474.09 | 32.00 |
| 557 | 1,630.00 | 81.00 |
| 208 | 6,670.40 | 104.00 |
| 173 | 1,692.01 | 80.00 |
| 549 | 5,097.00 | 104.00 |
| 554 | 1,795.09 | 84.00 |
| 210 | 3,454.20 | 104.00 |
| 211 | 2,449.41 | 80.00 |
| 206 | 1,444.62 | 80.00 |
| 205 | 1,516.62 | 80.00 |
| 552 | 2,483.90 | 114.00 |
| 555 | 1,244.31 | 80.00 |
| 134 | 2,401.74 | 86.00 |
| 553 | 1,669.85 | 80.00 |
| 558 | 1,600.00 | 80.00 |
| 107 | 1,979.09 | 80.00 |
| 212 | 2,718.47 | 80.00 |
| 187 | 1,666.61 | 80.00 |
| 207 | 2,657.08 | 80.00 |
| 551 | 2,984.85 | 130.00 |
| | 66,297.74 | 2,375.00 |
| PAGE TOTALS *** | 66,297.74 | 2,375.00 |
| FEATURE TOTALS * | | |

28 EMPLOYEES
28 EMPLOYEES

PAY INFORMATION

O/T T-1/2 03

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

RUN- 1/20/2016 15:48:06 PAGE 1

PR4B0R-V14.02 ACS Paymate

CITY - OVERTIME REPORTS
01/03/16-01/16/16 PAYROLL DATE: 01/22/16

| EMP # | CUR AMT | CUR HRS |
|------------------|----------|---------|
| 556 | 598.26 | 14.00 |
| 159 | 56.48 | 2.00 |
| 557 | 30.00 | 1.00 |
| 554 | 125.24 | 4.00 |
| 552 | 313.10 | 10.00 |
| 134 | 222.65 | 6.00 |
| 551 | 814.05 | 26.00 |
| 7 EMPLOYEES | 2,159.78 | 63.00 |
| PAGE TOTALS *** | | |
| FEATURE TOTALS * | 2,159.78 | 63.00 |

PERIOD 2 DATING 1/03/2016- 1/16/2016 CHECK DATE 1/22/2016
 DIRECT DEPOSIT IS TURNED ON

| CHECK NUMBER | CHECK AMOUNT | CODE | CHECK SEQ |
|--------------|--------------|------|-------------|
| 21464 | 1,544.59 | 4018 | 1 STUB ONLY |
| 21465 | 1,691.80 | 4022 | 1 STUB ONLY |
| 21466 | 1,312.14 | 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

| | | |
|----------|-----------------------|---|
| 4,548.53 | *DIRECT DEPOSIT STUBS | 3 |
| 0.00 | *VENDOR DIR DEP STUBS | 0 |

PERIOD 2 DATING 1/03/2016- 1/16/2016 CHECK DATE 1/22/2016

| 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

| | | | |
|----------|-----------------------|--|---|
| 4,548.53 | *DIRECT DEPOSIT STUBS | | 3 |
| 0.00 | *VENDOR DIR DEP STUBS | | 0 |

| | | | |
|----------|-------------------------------|--|---|
| 4,548.53 | **TOTAL NON-NEGOTIABLE CHECKS | | 3 |
|----------|-------------------------------|--|---|

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

| | | | |
|----------|-----------------------|--|---|
| 0.00 | *EMPLOYEE CHECKS | | 0 |
| 0.00 | *VENDOR CHECKS | | 0 |
| 0.00 | *BANK CHECKS | | 0 |
| 4,548.53 | *DIRECT DEPOSIT STUBS | | 3 |
| 0.00 | *VENDOR DIR DEP STUBS | | 0 |

| | | | |
|----------|---------------------------------|--|---|
| 4,548.53 | ***TOTAL NEGOTIABLE & NON-NEGOT | | 3 |
|----------|---------------------------------|--|---|

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

| | | | |
|----------|-------------------------------------|--|--|
| 4,548.53 | ***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- 1/20/2016 14:43:30 PAGE 1

FIRE - GROSS PAYROLL
 01/03/16-01/16/16 PAYROLL DATE: 01/22/16

PR4B0R-V14.02 ACS Paymate

| EMP # | CUR AMT | CUR HRS |
|------------------|----------|---------|
| 4018 | 1,983.92 | 80.00 |
| 4022 | 2,038.96 | 153.00 |
| 4035 | 1,797.69 | 153.00 |
| 3 EMPLOYEES | 5,820.57 | 386.00 |
| PAGE TOTALS *** | | |
| FEATURE TOTALS * | 5,820.57 | 386.00 |

PAY INFORMATION
O/T T-1/2 03

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

RUN- 1/20/2016 14:43:48 PAGE 1
PR4B0R-V14.02 ACS Paymate

FIRE - OVERTIME REPORT
01/03/16-01/16/16 PAYROLL DATE: 01/22/16

| EMP # | CUR AMT | CUR HRS |
|------------------|---------|---------|
| 4022 | 174.83 | 9.00 |
| 4035 | 146.75 | 9.00 |
| 2 EMPLOYEES | 321.58 | 18.00 |
| PAGE TOTALS *** | | |
| FEATURE TOTALS * | 321.58 | 18.00 |

Check Register

| BANK | VENDOR | CHECK# | DATE | AMOUNT |
|----------------------|---------------------------|--------|----------|------------|
| BANK BANK OF VISALIA | | | | |
| 001441 | DORADO/DENISE K. | 61250 | 02/02/16 | 1,385.00 |
| 000494 | STATE OF CA-EDD | 61253 | 02/05/16 | 1,811.24 |
| 000799 | STATE OF CALIFORNIA | 61254 | 02/05/16 | 132.34 |
| 001534 | MARTINEZ/JAZMIN | 61320 | 02/05/16 | 1,585.65 |
| 001528 | GUTIERREZ/DEMETRIO VIDRI | 61323 | 02/09/16 | 1,150.00 |
| 001529 | LARA/CARMEN | 61324 | 02/09/16 | 500.00 |
| 001530 | PENTECOSTAL CHURCH OF GO | 61325 | 02/09/16 | 500.00 |
| 001526 | CHAVEZ/CHRISTOPHER P. | 61326 | 02/09/16 | 1,250.00 |
| 001527 | GALVAN/ENRIQUE | 61327 | 02/09/16 | 3,550.00 |
| 000034 | A C S | 61329 | 02/19/16 | 3,087.74 |
| 000944 | AMERIPRIDE UNIFORM SERVI | 61330 | 02/19/16 | 521.94 |
| 001227 | ANTHEM | 61331 | 02/19/16 | 1,307.31 |
| 001310 | AT&T (INTERNET) | 61332 | 02/19/16 | 132.80 |
| 000334 | BANK OF AMERICA | 61333 | 02/19/16 | 9,228.96 |
| 001226 | BENELECT | 61334 | 02/19/16 | 685.00 |
| 001315 | BILL WALL'S DIRECT APPRO | 61335 | 02/19/16 | 259.55 |
| 000351 | BSK ASSOCIATES | 61336 | 02/19/16 | 301.00 |
| 001089 | CA TURF EQUIPMENT & SUPP | 61337 | 02/19/16 | 542.45 |
| 001350 | CALIFORNIA CHOICE | 61338 | 02/19/16 | 22,546.43 |
| 001467 | CROP PRODUCTION SERVICES | 61339 | 02/19/16 | 493.29 |
| 000753 | DEPARTMENT OF JUSTICE | 61340 | 02/19/16 | 137.00 |
| 001088 | DISPENSING TECHNOLOGY CO | 61341 | 02/19/16 | 27,000.00 |
| 000898 | FOOTHILLS SUN-GAZETTE/TH | 61342 | 02/19/16 | 102.73 |
| 000283 | FRUIT GROWERS SUPPLY CO. | 61343 | 02/19/16 | 1,015.38 |
| 000253 | GOODYEAR COMMERCIAL TIRE | 61344 | 02/19/16 | 2,042.14 |
| 001371 | HD SUPPLY WATERWORKS | 61345 | 02/19/16 | 382,808.06 |
| 001343 | HEALTH WISE SERVICES | 61346 | 02/19/16 | 150.00 |
| 000647 | JACK GRGGS, INC. | 61347 | 02/19/16 | 727.02 |
| 001179 | JMP BUSINESS SYSTEMS, IN | 61348 | 02/19/16 | 91.81 |
| 000542 | K R C SAFETY CO., INC. IN | 61349 | 02/19/16 | 191.60 |
| 000826 | MATTHEW BENDER & CO., IN | 61350 | 02/19/16 | 238.79 |
| 001532 | MENDOZA/ALVARO | 61351 | 02/19/16 | 2,800.00 |
| 001377 | MID-CAL TRANS PARTS | 61352 | 02/19/16 | 2,235.86 |
| 001362 | MIDVALLEY DISPOSAL | 61353 | 02/19/16 | 42,883.45 |
| 000530 | MONARCH FORD | 61354 | 02/19/16 | 89.90 |
| 000189 | MOTOROLA | 61355 | 02/19/16 | 10,894.82 |
| 000038 | OFFICE DEPOT | 61356 | 02/19/16 | 640.00 |
| 001154 | PORTERVILLE/ CITY OF | 61357 | 02/19/16 | 52.48 |
| 001087 | PROTECTION ONE | 61358 | 02/19/16 | 79.52 |
| 000949 | SHRED-IT FRESNO | 61359 | 02/19/16 | 192.05 |
| 000723 | SMITH AUTO - VISALIA | 61360 | 02/19/16 | 14,277.08 |
| 000024 | SOUTHERN CALIF EDISON CO | 61361 | 02/19/16 | 397.48 |
| 000794 | SUN BADGE CO. | 61362 | 02/19/16 | 2,350.00 |
| 001533 | TOVAR/SERGIO G. | 61363 | 02/19/16 | 2,227.50 |
| 001047 | TULARE COUNTY INFORMATIO | 61364 | 02/19/16 | 196.56 |
| 001194 | TULARE COUNTY JAIL | 61365 | 02/19/16 | 3,077.00 |
| 001182 | ULTRAMAX | 61366 | 02/19/16 | 7,136.00 |
| 001176 | VALLEY CLEANING & RESTOR | 61367 | 02/19/16 | |

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Check Register

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CITY OF WOODLAKE

| BANK | VENDOR | CHECK# | DATE | AMOUNT |
|----------------------|--------------------------|--------|----------|------------|
| BANK BANK OF VISALIA | | | | |
| 000141 | VALLEY IND & FAM MED GRP | 61368 | 02/19/16 | 45.00 |
| 000292 | VANTAGEPOINT TRAN AGENT- | 61369 | 02/19/16 | 8,215.12 |
| 001322 | VSCE INC. | 61370 | 02/19/16 | 12,373.39 |
| 001327 | WIRELESS INTERNET SERVIC | 61371 | 02/19/16 | 199.00 |
| 000331 | WOODLAKE FIRE DISTRICT | 61372 | 02/19/16 | 4,250.00 |
| 000027 | WOODLAKE GROWERS SUPPLY | 61373 | 02/19/16 | 21.30 |
| 000246 | WOODLAKE PRIDE | 61374 | 02/19/16 | 603.03 |
| 001211 | 4CREEKS | 61375 | 02/19/16 | 9,750.00 |
| BANK OF VISALIA | | | | 587,345.27 |

ACS FINANCIAL SYSTEM
02/18/2016 13:

BANK VENDOR

REPORT TOTALS:

Check Register CITY OF WOODLAKE
 GL540R-V08.00 PAGE 3

| CHECK# | DATE | AMOUNT |
|--------|------|------------|
| | | 587,345.27 |

RECORDS PRINTED - 000198

Schedule of Bills

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| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|-------------------------------|----------|--------------------------|------------------|-------|------------|-----|-------------|
| A C S MONTHLY SERVICE 02/2016 | 3,087.74 | SPECIAL DEPARTMENT EXPEN | 001.0410.060.029 | | 1234370 | | 711 00008 |
| AMERIPRIDE UNIFORM SERVI | 271.64 | SPECIAL DEPARTMENT EXPEN | 001.0410.060.029 | | JAN 2016 | | 711 00042 |
| UNIFORM SERVICE 02/2016 | 19.20 | UNIFORM ALLOWANCE | 001.0418.050.011 | | JAN 2016 | | 711 00043 |
| UNIFORM SERVICE 02/2016 | 2.40 | UNIFORM ALLOWANCE | 021.0424.050.011 | | JAN 2016 | | 711 00044 |
| UNIFORM SERVICE 02/2016 | 182.24 | UNIFORM ALLOWANCE | 062.0462.050.011 | | JAN 2016 | | 711 00045 |
| UNIFORM SERVICE 02/2016 | 46.46 | UNIFORM ALLOWANCE | 063.0463.050.011 | | JAN 2016 | | 711 00046 |
| | 521.94 | *VENDOR TOTAL | | | | | |
| ANTHEM | 9.22 | HEALTH INSURANCE | 001.0402.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 51.02 | HEALTH INSURANCE | 001.0403.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 49.71 | HEALTH INSURANCE | 001.0404.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 25.51 | HEALTH INSURANCE | 001.0405.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 53.51 | HEALTH INSURANCE | 001.0415.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 22.74 | HEALTH INSURANCE | 001.0416.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 86.51 | HEALTH INSURANCE | 001.0418.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 36.06 | HEALTH INSURANCE | 001.0421.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 120.80 | HEALTH INSURANCE | 001.0422.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 70.14 | HEALTH INSURANCE | 061.0461.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 312.30 | HEALTH INSURANCE | 062.0462.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 287.60 | HEALTH INSURANCE | 063.0463.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 109.41 | HEALTH INSURANCE | 021.0424.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 47.97 | HEALTH INSURANCE | 029.0429.050.008 | | MARCH 2016 | | 711 00027 |
| BILLS INSURANCE 02/16 | 24.81 | HEALTH INSURANCE | 032.0440.050.008 | | MARCH 2016 | | 711 00027 |
| | 1,307.31 | *VENDOR TOTAL | | | | | |
| AT&T (INTERNET) | 67.00 | TELEPHONE | 001.0418.060.020 | | | | 711 00014 |
| SHOP INTERNET 02/2016 | 65.80 | TELEPHONE | 001.0422.060.020 | | | | 711 00085 |
| RNDABT UVERSE 02/2016 | 132.80 | *VENDOR TOTAL | | | | | |
| BANK OF AMERICA | 301.65 | SPECIAL DEPARTMENT EXPEN | 062.0462.060.029 | | | | 711 00094 |
| HOME DEPOT 02/2016 | 37.87 | SPECIAL DEPARTMENT EXPEN | 001.0422.060.029 | | | | 711 00095 |
| LOEWS 02/2016 | 32.40 | SPECIAL DEPARTMENT EXPEN | 001.0409.060.029 | | | | 711 00096 |
| FAMILY DOLLAR 02/2016 | 108.10 | SPECIAL DEPARTMENT EXPEN | 029.0429.060.029 | | | | 711 00097 |
| LOWES 02/2016 | 70.27 | SPECIAL DEPARTMENT EXPEN | 001.0418.060.029 | | | | 711 00098 |
| LOWES 02/2016 | 92.81 | SPECIAL DEPARTMENT EXPEN | 001.0422.060.029 | | | | 711 00099 |
| USPS 02/2016 | 14.50 | SPECIAL POLICE DEP SERVI | 001.0306.000.063 | | | | 711 00100 |
| GODADDY.COM 02/2016 | 382.47 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00101 |
| DOLLAR GENERAL 02/2016 | 9.18 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00102 |
| 76 GAS STATION 02/2016 | 11.98 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00103 |
| PIZZA FACTORY 02/2016 | 115.83 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00104 |
| 76 GAS STATION 02/16 | 10.00 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00105 |
| CREDIT 02/2016 | 156.00CR | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00106 |
| BRAVO FARMS 02/2016 | 14.89 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | | | 711 00107 |
| LOCAL MOTION 02/2016 | 90.00 | TRAVEL, CONFERENCES & ME | 001.0401.060.030 | | | | 711 00108 |
| AMAZON 02/2016 | 375.18 | OFFICE SUPPLIES | 001.0411.060.023 | | | | 711 00109 |

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|-------------------------|----------|--------------------|------------------|-------|---------|-----|-------------|
| BANK OF AMERICA | 410.44 | SPECIAL DEPARTMENT | 062.0462.060.029 | | | | 711 00110 |
| AMAZON 02/2016 | 58.32 | OFFICE SUPPLIES | 001.0411.060.023 | | | | 711 00111 |
| CDW GOVERNMENT 02/16 | 79.98 | SPECIAL DEPARTMENT | 001.0410.060.029 | | | | 711 00112 |
| ADOBEE 02/2016 | 2,398.11 | OFFICE SUPPLIES | 001.0411.060.023 | | | | 711 00113 |
| CDW GOVERNMENT 02/2016 | 154.23 | SPECIAL DEPARTMENT | 062.0462.060.029 | | | | 711 00114 |
| AMAZON 02/2016 | 565.51 | SPECIAL DEPARTMENT | 062.0462.060.029 | | | | 711 00115 |
| AMAZON 02/2016 | 124.95 | OFFICE SUPPLIES | 062.0462.060.023 | | | | 711 00116 |
| AMAZON DIGITAL 02/2016 | 18.84 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00117 |
| OFFICE DEPOT 02/2016 | 141.91 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00118 |
| UPS STORE 02/2016 | 592.16 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00119 |
| AMAZON 02/2016 | 34.95 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00120 |
| AMAZON 02/2016 | 52.49 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00121 |
| RAY ALLEN MFGTNG 02/16 | 217.95 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00122 |
| AMAZON 02/2016 | 650.00 | TRAINING EXPENSE | 001.0411.060.037 | | | | 711 00123 |
| FBI LEEDA INC. 02/2016 | 650.00 | TRAINING EXPENSE | 001.0411.060.037 | | | | 711 00124 |
| RAY ALLEN MFGNG 02/16 | 1,569.99 | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00125 |
| RAY ALLEN MFGNG 02/16 | 2.00CR | SPECIAL DEPARTMENT | 001.0411.060.029 | | | | 711 00126 |
| ADJSTMNT 02/2016 | 9,228.96 | VENDOR TOTAL | 001.0411.060.029 | | | | 711 00126 |

| BENELECT | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|-----------------------|--------|------------------|------------------|-------|------------|-----|-------------|
| EMPLEES &RTREES 02/16 | 3.00 | HEALTH INSURANCE | 001.0402.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 16.39 | HEALTH INSURANCE | 001.0403.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 15.97 | HEALTH INSURANCE | 001.0404.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 8.19 | HEALTH INSURANCE | 001.0405.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 17.19 | HEALTH INSURANCE | 001.0415.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 7.30 | HEALTH INSURANCE | 001.0416.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 27.79 | HEALTH INSURANCE | 001.0418.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 11.58 | HEALTH INSURANCE | 001.0421.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 38.81 | HEALTH INSURANCE | 001.0422.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 22.53 | HEALTH INSURANCE | 061.0461.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 100.33 | HEALTH INSURANCE | 062.0462.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 92.39 | HEALTH INSURANCE | 063.0463.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 35.15 | HEALTH INSURANCE | 021.0424.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 15.41 | HEALTH INSURANCE | 029.0429.050.008 | | MARCH 2016 | | 711 00029 |
| EMPLEES &RTREES 02/16 | 7.97 | HEALTH INSURANCE | 032.0440.050.008 | | MARCH 2016 | | 711 00029 |
| PD EXPENSE 02/2016 | 150.00 | HEALTH INSURANCE | 001.0411.050.008 | | MARCH 2016 | | 711 00030 |
| FIRE DEPT 02/2016 | 90.00 | HEALTH INSURANCE | 004.0414.050.008 | | MARCH 2016 | | 711 00031 |
| ADMIN EXPENSE 02/2016 | 0.24 | HEALTH INSURANCE | 001.0402.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 0.97 | HEALTH INSURANCE | 001.0403.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 0.95 | HEALTH INSURANCE | 001.0404.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 0.48 | HEALTH INSURANCE | 001.0405.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 1.02 | HEALTH INSURANCE | 001.0415.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 0.43 | HEALTH INSURANCE | 001.0416.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 1.65 | HEALTH INSURANCE | 001.0418.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 0.68 | HEALTH INSURANCE | 001.0421.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 2.31 | HEALTH INSURANCE | 001.0422.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 1.34 | HEALTH INSURANCE | 061.0461.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 5.97 | HEALTH INSURANCE | 062.0462.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 5.49 | HEALTH INSURANCE | 063.0463.050.008 | | MARCH 2016 | | 711 00032 |
| ADMIN EXPENSE 02/2016 | 2.09 | HEALTH INSURANCE | 021.0424.050.008 | | MARCH 2016 | | 711 00032 |

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|--|------------|--------------------------|------------------------|-------|-------------|-----|-------------|
| DISPENSING TECHNOLOGY CO RENTAL MAGMA 02/2016 | 27,000.00 | SPECIAL DEPARTMENT | EXPEN 001.0422.060.029 | | 9127 | | 711 00084 |
| DORADO/DENISE K. EMPLOYEE W/HLDNG 02/16 | 1,385.00 | GARNISHMENT OF WAGES | WIT 001.0000.200.033 | | | | 713 00003 |
| FOOTHILLS SUN-GAZETTE/TH NFC OF VCANCY 02/2016 | 102.73 | SPECIAL DEPARTMENT | EXPEN 001.0405.060.029 | | 44055 | | 711 00090 |
| FRUIT GROWERS SUPPLY CO. PEST ROUND UP 02/2016 | 114.34 | SPECIAL DEPARTMENT | EXPEN 062.0462.060.029 | | 91725980 | | 711 00093 |
| SUPPLIES 02/2016 | 12.07 | SPECIAL DEPARTMENT | EXPEN 029.0429.060.029 | | 91726953 | | 711 00069 |
| SUPPLIES 02/2016 | 25.98 | SPECIAL DEPARTMENT | EXPEN 029.0429.060.029 | | 91726996 | | 711 00068 |
| SUPPLIES 02/2016 | 118.01 | SPECIAL DEPARTMENT | EXPEN 062.0462.060.029 | | 91727896 | | 711 00065 |
| SUPPLIES 02/2016 | 118.02 | SPECIAL DEPARTMENT | EXPEN 063.0463.060.029 | | 91727896 | | 711 00066 |
| SUPPLIES 02/2016 | 434.77 | SPECIAL DEPARTMENT | EXPEN 062.0462.060.029 | | 91728119 | | 711 00067 |
| RED TAPE 02/2016 | 4.99 | SPECIAL DEPARTMENT | EXPEN 029.0429.060.029 | | 91729189 | | 711 00070 |
| SUPPLIES 02/2016 | 146.51 | SPECIAL DEPARTMENT | EXPEN 001.0421.060.029 | | 91731677 | | 711 00071 |
| CREDIT 02/2016 | 58.29 | SPECIAL DEPARTMENT | EXPEN 001.0421.060.029 | | 91731962 | | 711 00064 |
| SUPPLIES 02/2016 | 99.29 | SPECIAL DEPARTMENT | EXPEN 062.0462.060.029 | | 91733216 | | 711 00063 |
| | 1,015.38 | *VENDOR TOTAL | | | | | |
| GALVAN/ENRIQUE PRPTY AQSTION 2/2016 | 3,550.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | | | 713 00007 |
| GOODYEAR COMMERCIAL TIRE PD TIRES 02/2016 | 2,042.14 | VEHICLE MAINTENANCE/OPER | 001.0411.060.032 | | 172-1034610 | | 711 00034 |
| GUTIERREZ/DEMETRIO VIDRI PRPTY AQUISTN 02/2016 | 1,150.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | | | 713 00004 |
| HD SUPPLY WATERWORKS WTR METERS 02/2016 | 323,343.84 | CONTRACTURAL SERVICES | 063.0463.060.028 | | E981880 | | 711 00075 |
| WTR METERS 02/2016 | 57,272.67 | CONTRACTURAL SERVICES | 063.0463.060.028 | | F074741 | | 711 00074 |
| WTR MTRS 02/2016 | 2,191.55 | CONTRACTURAL SERVICES | 063.0463.060.028 | | F097458 | | 711 00073 |
| | 382,808.06 | *VENDOR TOTAL | | | | | |
| HEALTH WISE SERVICES MED WASTE KIOSK 02/2016 | 150.00 | SPECIAL DEPARTMENT | EXPEN 062.0462.060.029 | | 0000012176 | | 711 00022 |
| JACK GREGG, INC. SERVICES 02/2016 | 727.02 | SPECIAL DEPARTMENT | EXPEN 001.0421.060.029 | | 94136 | | 711 00091 |
| JMP BUSINESS SYSTEMS, IN NETGEAR WRLESS 02/2016 | 91.81 | SPECIAL DEPARTMENT | EXPEN 001.0410.060.029 | | 54473 | | 711 00038 |
| K R C SAFETY CO., INC. 5GLN BKT STRP PNT 02/16 | 191.60 | SPECIAL DEPARTMENT | EXPEN 063.0463.060.029 | | 24512 | | 711 00089 |

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|---|-----------|--------------------------|------------------|-------|-----------------|-----|-------------|
| LARA/CARMEN PRPRTY AQUISTN 02/2016 | 500.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | | | 713 00005 |
| MARTINEZ/JAZMIN CLAIM DMGED VEHL 02/16 | 1,585.65 | SPECIAL DEPARTMENT EXPEN | 001.0402.060.029 | | | | 713 00009 |
| MATTHEW BENDER & CO., IN PENAL CD HNDBOOKS 02/16 | 238.79 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | 80487998 | | 711 00037 |
| MENDOZA/ALVARO PRPRTY AQUISTN 02/2016 | 1,250.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | 468 S. VALENCIA | | 711 00128 |
| PRPRTY AQUISTIN 02/2016 | 1,550.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | 478 S. VALENCIA | | 711 00127 |
| | 2,800.00 | *VENDOR TOTAL | | | | | |
| MID-CAL TRANS PARTS SUPPLIES 02/2016 | 235.86 | VEHICLE MAINTENANCE/OPER | 001.0411.060.032 | | 14666 | | 711 00088 |
| MIDVALLEY DISPOSAL JANUARY REFUSE 02/2016 | 42,883.45 | CONTRACTURAL SERVICES | 061.0461.060.028 | | JAN-16 | | 711 00005 |
| MONARCH FORD LOCK ASY 02/2016 | 89.90 | VEHICLE MAINTENANCE/OPER | 001.0411.060.032 | | 96093 | | 711 00018 |
| MOTOROLA PD SUPPLIES 02/2016 | 10,894.82 | RADIO & PAGER MAINTENANC | 001.0411.060.033 | | 13097092 | | 711 00072 |
| OFFICE DEPOT INK/HOLE PUNCHER 02/16 | 65.31 | OFFICE SUPPLIES | 001.0411.060.023 | | 815675789001 | | 711 00047 |
| LAPTOP SHUTTLE 02/16 | 35.77 | OFFICE SUPPLIES | 001.0410.060.023 | | 815676268001 | | 711 00048 |
| SUPPLIES 02/2016 | 64.77 | OFFICE SUPPLIES | 001.0410.060.023 | | 818019098001 | | 711 00049 |
| MLTI CLR CD/DVD 02/2016 | 7.85 | OFFICE SUPPLIES | 001.0410.060.023 | | 818019115001 | | 711 00050 |
| CALENDAR 02/2016 | 12.84 | OFFICE SUPPLIES | 001.0411.060.023 | | 818019116001 | | 711 00051 |
| INK 02/2016 | 59.39 | SPECIAL DEPARTMENT EXPEN | 001.0418.060.029 | | 818919827001 | | 711 00058 |
| CD/DVD LABELS 02/2016 | 21.59 | OFFICE SUPPLIES | 001.0411.060.023 | | 818966530001 | | 711 00052 |
| SUPPLIES 02/2016 | 144.02 | OFFICE SUPPLIES | 001.0411.060.023 | | 818966647001 | | 711 00053 |
| DIVIDERS 02/2016 | 1.25 | OFFICE SUPPLIES | 001.0410.060.023 | | 818966647002 | | 711 00059 |
| HNG FOLDERS 02/2016 | 10.54 | OFFICE SUPPLIES | 001.0410.060.023 | | 820608280001 | | 711 00054 |
| SUPPLIES 02/2016 | 113.38 | OFFICE SUPPLIES | 001.0410.060.023 | | 820608410001 | | 711 00055 |
| PAPER 02/2016 | 79.90 | OFFICE SUPPLIES | 001.0410.060.023 | | 821014122001 | | 711 00056 |
| TONER 02/2016 | 266.93 | OFFICE SUPPLIES | 001.0411.060.023 | | 821039468001 | | 711 00057 |
| | 883.50 | *VENDOR TOTAL | | | | | |
| PENTECOSTAL CHURCH OF GO PRPRTY AQUISTION 02/16 | 500.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | | | 713 00006 |
| PORTERVILLE/ CITY OF ANIMAL CONTROL 02/16 | 640.00 | CONTRACTURAL SERVICES | 001.0411.060.028 | | 201601288302 | | 711 00007 |
| PROTECTION ONE ALARM SERVICES 02/2016 | 52.48 | CONTRACTURAL SERVICES | 063.0463.060.028 | | | | 711 00025 |

Schedule of Bills

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| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|--|-----------------------------|---|--------------------------------------|-------|----------------|-----|------------------------|
| SHRED-IT FRESNO ON SITE SHRED 02/2016 | 79.52 | SPECIAL DEPARTMENT EXPEN | 001.0403.060.029 | | 9409213990 | | 711 00019 |
| SMITH AUTO - VISALIA CREDIT 02/2016 SUPPLIES 02/2016 | 89.75CR 281.80 192.05 | VEHICLE MAINT/OPERATIONS VEHICLE MAINT/OPERATIONS *VENDOR TOTAL | 021.0424.060.032 021.0424.060.032 | | 01IN026831 | | 711 00087 711 00086 |
| SOUTHERN CALIF EDISON CO CITY ADMIN BLDG. 02/2016 | 570.64 | UTILITIES | 001.0410.060.021 | | FEB. 2016 | | 711 00076 |
| WTR DEPT. 02/2016 | 4,032.95 | UTILITIES | 063.0463.060.021 | | FEB. 2016 | | 711 00077 |
| MAINT. SHOP 02/2016 | 234.94 | UTILITIES | 001.0418.060.021 | | FEB. 2016 | | 711 00078 |
| PARKS DEPT. 02/2016 | 107.01 | UTILITIES | 001.0421.060.021 | | FEB. 2016 | | 711 00079 |
| SEWER DEPT. 02/2016 | 5,843.54 | UTILITIES | 062.0462.060.021 | | FEB. 2016 | | 711 00080 |
| AIRPORT DEPT. 02/2016 | 70.69 | UTILITIES | 041.0441.060.021 | | FEB. 2016 | | 711 00081 |
| SBDVISION LIGHTING 02/2016 | 351.24 | UTILITIES | 029.0429.060.021 | | FEB. 2016 | | 711 00082 |
| STREETS 02/2016 | 3,066.07 | UTILITIES | 001.0422.060.021 | | FEB. 2016 | | 711 00083 |
| STATE OF CA-EDD CITY ST TAX DEP 02/2016 | 1,811.24 | WITHHOLDING TAX-STATE | 001.0000.200.028 | | | | 713 00002 |
| STATE OF CALIFORNIA FIRE ST TAX 02/2016 | 132.34 | WITHHOLDING TAX-STATE | 004.0000.200.028 | | | | 713 00001 |
| SUN BADGE CO. BADGE REPAIRS 02/2016 | 397.48 | CONTRACTURAL SERVICES | 001.0411.060.028 | | 364688 | | 711 00004 |
| TOVAR/SERGIO G. PROPRTY ACQUISITN 02/2016 | 2,350.00 | CONTRACTURAL SERVICES | 023.0590.734.028 | | 549 S.VALENCIA | | 711 00129 |
| TULARE COUNTY INFORMATIO RADIO COMM.SERVICE 2/16 | 227.50 | RADIO & PAGER MAINTENANC | 001.0411.060.033 | | 16-069 | | 711 00024 |
| TULARE COUNTY JAIL LEATHER PADFOLIO 02/16 | 21.60 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | 14223 | | 711 00011 |
| DGTL PRNT STCKRS 02/16 | 64.80 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | 14224 | | 711 00010 |
| SBLMNTN LRG MUGS 02/16 | 110.16 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | 14225 | | 711 00009 |
| ULTRAMAX SUPPLIES 02/2016 | 1,209.00 | CONTRACTURAL SERVICES | 001.0411.060.028 | | 155968 | | 711 00023 |
| SUPPLIES 02/2016 | 1,868.00 | SPECIAL DEPARTMENT EXPEN | 001.0411.060.029 | | 155983 | | 711 00012 |
| VALLEY CLEANING & RESTOR ASBESTOS ABATEMENT 02/16 | 7,136.00 | SPECIAL DEPARTMENT EXPEN | 001.0421.060.029 | | 7345 | | 711 00092 |
| VALLEY IND & FAM MED GRP DS URINE TST 02/2016 | 45.00 | CONTRACTURAL SERVICES | 062.0462.060.028 | | 295105 | | 711 00039 |

Schedule of Bills

ACS FINANCIAL SYSTEM
02/18/2016 13:21:02

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|--|-----------|--------------------------|------------------|-------|---------------|-----|-------------|
| VANTAGEPOINT TRAN AGENT- ICWA 02/2016 | 4,061.80 | DEFERRED COMPENSATION | 001.0000.200.040 | | DECEMBER 2015 | | 711 00035 |
| ICWA 02/2016 | 4,153.32 | DEFERRED COMPENSATION | 001.0000.200.040 | | JANUARY 2016 | | 711 00036 |
| ICWA 02/2016 | 8,215.12 | *VENDOR TOTAL | | | | | |
| VSCE INC. PROJ. 02/2016 | 1,419.23 | CONTRACTURAL SERVICES | 023.0590.731.028 | | 6152 | | 711 00020 |
| RNDABT 02/2016 | 10,954.16 | CONTRACTURAL SERVICES | 020.0590.731.028 | | 6152 | | 711 00021 |
| RNDABT PROJECT 02/2016 | 12,373.39 | *VENDOR TOTAL | | | | | |
| WIRELESS INTERNET SERVIC WRUSS INTRNT ACCS 2/16 | 199.00 | TELEPHONE | 001.0410.060.020 | | 1160625 | | 711 00016 |
| WOODLAKE FIRE DISTRICT HYDRANT TESTING 02/2016 | 4,250.00 | CONTRACTURAL SERVICES | 063.0463.060.028 | | 2016 | | 711 00041 |
| WOODLAKE GROWERS SUPPLY CREDIT 02/2016 | 2.91CR | SPECIAL DEPARTMENT EXPEN | 062.0462.060.029 | | 219440 | | 711 00062 |
| BOLTS/NUTS 02/2016 | 0.95 | SPECIAL DEPARTMENT EXPEN | 062.0462.060.029 | | 219440 | | 711 00060 |
| SUPPLIES 02/2016 | 23.26 | SPECIAL DEPARTMENT EXPEN | 062.0462.060.029 | | 219949 | | 711 00061 |
| | 21.30 | *VENDOR TOTAL | | | | | |
| WOODLAKE PRIDE REIMERSMNT 02/2016 | 603.03 | COMMUNITY PROMOTION FUND | 001.0409.060.066 | | 384 | | 711 00033 |
| 4CREEKS HOUSING ELEMENT 02/2016 | 9,750.00 | CONTRACTURAL SERVICES | 001.0405.060.028 | | 8241 | | 711 00002 |

Schedule of Bills

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

587,345.27

REPORT TOTALS:

RECORDS PRINTED - 000198

Schedule of Bills

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

DATE APPROVED BY

.....

.....

| BANK | VENDOR | CHECK# | DATE | AMOUNT |
|----------------------|--------------------------|--------|----------|--------|
| BANK BANK OF VISALIA | | | | |
| 001531 | SEQUOIA ORTHOPAEDIC AND | 13611 | 01/25/16 | 346.50 |
| 001242 | KAWEAH DELTA MEDICAL CEN | 13612 | 01/25/16 | 61.31 |
| 001253 | HANGER PROSTHETICS ORTHO | 13613 | 01/25/16 | 49.98 |
| 001267 | ORTHOPAEDIC ASSOC. MEDIC | 13614 | 01/25/16 | 114.18 |
| 001266 | MINIERAL KING RADIOLOGIC | 13615 | 01/25/16 | 2.17 |
| 001363 | GIBBS/TODD | 13616 | 01/25/16 | 674.41 |
| 001242 | KAWEAH DELTA MEDICAL CEN | 13617 | 01/25/16 | 41.31 |
| 001242 | KAWEAH DELTA MEDICAL CEN | 13618 | 01/28/16 | 86.68 |
| 001313 | ANESTHESIA CONSULTANTS O | 13619 | 01/28/16 | 475.07 |
| 001266 | MINIERAL KING RADIOLOGIC | 13620 | 01/28/16 | 13.03 |
| 001242 | KAWEAH DELTA MEDICAL CEN | 13621 | 02/02/16 | 493.80 |
| 001266 | MINIERAL KING RADIOLOGIC | 13622 | 02/02/16 | 12.05 |
| 001531 | SEQUOIA ORTHOPAEDIC AND | 13623 | 02/05/16 | 21.56 |
| 001242 | KAWEAH DELTA MEDICAL CEN | 13624 | 02/08/16 | 193.27 |

BANK OF VISALIA

2,585.32 ***

ACS FINANCIAL SYSTEM
02/18/2016 13:

BANK VENDOR

REPORT TOTALS:

Check Register CITY OF WOODLAKE
GL540R-V08.00 PAGE 2

CHECK# DATE AMOUNT

2,585.32

RECORDS PRINTED - 000155

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM INVOICE | PO# | F/P ID LINE |
|--|--------|------------------|------------------|---------------|-----|-------------|
| ANESTHESIA CONSULTANTS O ANESTHESIA 02/2016 | 475.07 | HEALTH INSURANCE | 004.0414.050.008 | | | 714 00009 |
| GIBBS/TODD | | | | | | |
| ANESTHESIA 02/2016 | 26.32 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 25.64 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 13.16 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 27.60 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 11.73 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 44.63 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 18.60 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 62.32 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 36.18 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 161.11 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 148.36 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 56.44 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 24.74 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 12.80 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 4.78 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00005 |
| ANESTHESIA 02/2016 | 674.41 | *VENDOR TOTAL | | | | |
| HANGER PROSTHETICS ORTHO | | | | | | |
| DURABLE MED. EQUIP 02/16 | 1.95 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 1.90 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 0.97 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 2.04 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 0.86 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 3.30 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 1.37 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 4.61 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 2.68 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 11.93 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 10.99 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 4.18 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 1.83 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 0.94 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 0.43 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00003 |
| DURABLE MED. EQUIP 02/16 | 49.98 | *VENDOR TOTAL | | | | |
| KAWEAH DELTA MEDICAL CEN | | | | | | |
| DR VISIT 02/2016 | 2.39 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 2.33 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 1.19 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 2.50 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 1.06 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 4.05 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 1.69 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 5.66 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 3.28 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 14.64 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 13.48 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00002 |

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM INVOICE | PO# | F/P ID LINE |
|----------------------------|--------|------------------|------------------|---------------|-----|-------------|
| KAWEAH DELTA MEDICAL CEN | | | | | | |
| DR VISIT 02/2016 | 5.13 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 2.24 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 1.16 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00002 |
| DR VISIT 02/2016 | 0.51 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00002 |
| XRAY 02/2016 | 1.61 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00006 |
| XRAY 02/2016 | 1.57 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00006 |
| XRAY 02/2016 | 0.80 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00006 |
| XRAY 02/2016 | 1.69 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00006 |
| XRAY 02/2016 | 0.71 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00006 |
| XRAY 02/2016 | 2.73 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00006 |
| XRAY 02/2016 | 1.13 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00006 |
| XRAY 02/2016 | 3.81 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00006 |
| XRAY 02/2016 | 2.21 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00006 |
| XRAY 02/2016 | 9.86 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00006 |
| XRAY 02/2016 | 9.08 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00006 |
| XRAY 02/2016 | 3.45 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00006 |
| XRAY 02/2016 | 1.51 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00006 |
| XRAY 02/2016 | 0.78 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00006 |
| XRAY 02/2016 | 0.37 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00006 |
| XRAY 02/2016 | 3.38 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 3.29 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 1.69 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 3.54 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 1.50 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 5.73 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 2.39 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 8.01 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 4.65 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 20.70 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 19.06 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 7.25 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 3.18 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 1.64 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 0.67 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00008 |
| SPECIALIST VISIT 02/16 | 7.54 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 7.34 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 3.77 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 7.91 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 3.36 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 12.79 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 5.33 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 17.85 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 10.37 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 46.17 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 42.51 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 16.17 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 7.09 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 3.66 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00010 |
| LAB/DIAGNOSTIC 02/2016 | 1.41 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00010 |
| SERVUCES 02/2016 | 55.85 | HEALTH INSURANCE | 004.0414.050.008 | | | 714 00011 |

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM INVOICE | PO# | F/P ID LINE |
|----------------------------|--------|------------------|------------------|---------------|-----|-------------|
| KAWEAH DELTA MEDICAL CEN | | | | | | |
| SERVICES 02/2016 | 17.09 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 16.65 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 8.54 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 17.92 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 7.61 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 28.98 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 12.08 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 40.47 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 23.49 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 104.62 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 96.34 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 36.65 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 16.07 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 8.31 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 3.13 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00012 |
| SERVICES 02/2016 | 876.37 | *VENDOR TOTAL | | | | |
| MINIERAL KING RADIOLOGIC | | | | | | |
| XRAY 02/2016 | 0.08 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.08 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.04 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.08 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.03 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.14 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.05 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.20 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.11 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.51 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.47 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.18 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.07 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.04 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00004 |
| XRAY 02/2016 | 0.09 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00004 |
| XRAY 02/2016 | 13.03 | HEALTH INSURANCE | 004.0414.050.008 | | | 714 00007 |
| X-RAY 02/2016 | 0.47 | HEALTH INSURANCE | 001.0403.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.45 | HEALTH INSURANCE | 001.0404.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.23 | HEALTH INSURANCE | 001.0405.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.49 | HEALTH INSURANCE | 001.0415.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.20 | HEALTH INSURANCE | 001.0416.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.79 | HEALTH INSURANCE | 001.0418.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.33 | HEALTH INSURANCE | 001.0421.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 1.11 | HEALTH INSURANCE | 001.0422.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.64 | HEALTH INSURANCE | 061.0461.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 2.87 | HEALTH INSURANCE | 062.0462.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 2.65 | HEALTH INSURANCE | 063.0463.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 1.00 | HEALTH INSURANCE | 021.0424.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.44 | HEALTH INSURANCE | 029.0429.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.22 | HEALTH INSURANCE | 032.0440.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 0.16 | HEALTH INSURANCE | 001.0402.050.008 | | | 714 00013 |
| X-RAY 02/2016 | 27.25 | *VENDOR TOTAL | | | | |

| VENDOR NAME DESCRIPTION | AMOUNT | ACCOUNT NAME | FUND & ACCOUNT | CLAIM | INVOICE | PO# | F/P ID LINE |
|--|--------|------------------|------------------|-------|---------|-----|-------------|
| ORTHOPAEDIC ASSOC. MEDIC PPO DISCOUNT 02/2016 | 4.45 | HEALTH INSURANCE | 001.0403.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 4.34 | HEALTH INSURANCE | 001.0404.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 2.22 | HEALTH INSURANCE | 001.0405.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 4.67 | HEALTH INSURANCE | 001.0415.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 1.98 | HEALTH INSURANCE | 001.0416.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 7.55 | HEALTH INSURANCE | 001.0418.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 3.15 | HEALTH INSURANCE | 001.0421.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 10.55 | HEALTH INSURANCE | 001.0422.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 6.12 | HEALTH INSURANCE | 061.0461.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 27.27 | HEALTH INSURANCE | 062.0462.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 25.11 | HEALTH INSURANCE | 063.0463.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 9.55 | HEALTH INSURANCE | 021.0424.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 4.19 | HEALTH INSURANCE | 029.0429.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 2.16 | HEALTH INSURANCE | 032.0440.050.008 | | | | 714 00001 |
| PPO DISCOUNT 02/2016 | 0.87 | HEALTH INSURANCE | 001.0402.050.008 | | | | 714 00001 |
| | 114.18 | *VENDOR TOTAL | | | | | |
| SEQUOIA ORTHOPAEDIC AND OFFICE VISIT 02/2016 | 21.56 | HEALTH INSURANCE | 001.0411.050.008 | | | | 714 00014 |
| ANESTHESIA 02/2016 | 346.50 | HEALTH INSURANCE | 001.0411.050.008 | | | | 714 00015 |
| | 368.06 | *VENDOR TOTAL | | | | | |

VENDOR NAME
DESCRIPTION

AMOUNT ACCOUNT NAME FUND & ACCOUNT

CLAIM INVOICE PO# F/P ID LINE

REPORT TOTALS:

2,585.32

RECORDS PRINTED - 000155

Schedule of Bills

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

| DATE | APPROVED BY |
|-------|-------------|
| | |
| | |
| | |

City of Woodlake

AGENDA ITEM IV-C

February 22, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

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

BACKGROUND:

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

DISCUSSION:

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

| | |
|---------------------------------------|------------|
| 1. APN# 061-181-003 (Mendoza-Quiroz) | \$1,550.00 |
| 2. APN# 061-181-004 (Mendoza-Aguilar) | \$1,250.00 |
| 3. APN# 060-160-011 (Tovar) | \$2,350.00 |

RECOMMENDATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on February 22, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, Rudy Mendoza

ATTEST:

Irene Zacarias, City Clerk

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

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

PARCEL NO.: APN 061-181-009 (Bautista)
PROJECT: City of Woodlake – S. Valencia ADA Project

RIGHT OF WAY AGREEMENT

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

Ricardo Bautista, a single man,

hereinafter called “Grantor,” and

City of Woodlake, a Municipal Corporation

hereinafter called “City.”

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

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

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

2. The City shall:

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

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

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

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

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

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

3. The Grantor:

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

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

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

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

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

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

4. The Parties agree:

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

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

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

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

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

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

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

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

Dated: _____

GRANTOR:

Ricardo Bautista, a single man

By _____
Ricardo Bautista

GRANTOR'S MAILING ADDRESS:

Richardo Bautista
3729 E. Duma Street
Compton, CA 90221-5125

APPROVED AS TO FORM:

By _____
Michael L. Farley
City Attorney

APPROVED AS TO CONTENT:

By _____
Jason Waters
Community Services Director

CITY OF WOODLAKE

By _____
Ramon Lara
City Administrator

MAILING ADDRESS OF CITY:

350 N. Valencia Blvd.
Woodlake, CA 93286

ATTEST:

By _____
Irene Zacarias, City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

BY: _____
Right of Way Agent

Space above this line for Recorder's Use

Portion APN 061-181-009

GRANT DEED

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

RICARDO BAUTISTA, a single man,

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

See "Exhibit A", attached.

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

Dated: _____

Ricardo Bautista

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

Dated _____

By _____
Director of Transportation

By _____
Attorney in Fact

ACKNOWLEDGMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

"Exhibit A"

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

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

Thence, East, 160 feet;

Thence, South, 50 feet;

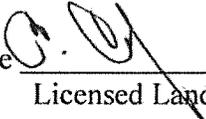
Thence, West, 160 feet, to the West line of said Lot 181;

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

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

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

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

Signature 
Licensed Land Surveyor

Date Aug. 17, 2015



8-17-15

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

When recorded, mail to:

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

APN: 061-181-009

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

TEMPORARY CONSTRUCTION EASEMENT DEED
(To The City of Woodlake)

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

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

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

Temporary Construction Easement

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

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

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

Executed this _____ day of _____, 2015

GRANTOR:

Ricardo Bautista, a single man

By _____
Ricardo Bautista

ACKNOWLEDGMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

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

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

CITY OF WOODLAKE

By _____
Ramon Lara
City Administrator

“Exhibit A”

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

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

Thence, East, 160 feet;

Thence, South, 50 feet;

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

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

Containing 600 square feet, more or less



City of Woodlake

AGENDA ITEM IV-D

February 22, 2016

Prepared by Irene Zacarias, City Staff

SUBJECT:

Action: Adoption of Resolution: Reappoint Paul Lira, Johnny Varela and Joe Perez to the Planning Commission Board

BACKGROUND:

The City of Woodlake Planning Commissioners is composed of five members who reside within the city limits of the City of Woodlake. The term of office of members of Planning Commissioners shall commence on March 1st and terminate on the last date of February. The terms of the members of the Planning Commission shall be four years, except that each Planning Commissioner shall serve at the pleasure of the City Council and may be removed from office by majority vote of the City Council at any time.

DISCUSSION:

The City of Woodlake Planning Commission has three members whose term will expire March 1, 2016. The City of Woodlake published a Notice of Vacancy in the Sun Gazette. There were no applicants.

RECOMMENDATIONS:

Staff recommends that the City reappoint Paul Lira, Johnny Varela and Joe Perez to the Woodlake Planning Commission. Terms will expire 2020.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Adoption of Resolution: Reappoint Paul Lira, Johnny Varela and Joe Perez to the Woodlake Planning Commission Board

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

In the matter of:

REAPPOINT PAUL LIRA, JOHNNY VARELA) Resolution No.
AND JOE PEREZ TO THE WOODLAKE)
PLANNING COMMISSON BOARD)

Councilmember _____, offered the following resolution and moved its adoption. Reappoint Paul Lira, Johnny Varela and Joe Perez to the Woodlake Planning Commission Board.

WHEREAS, the City of Woodlake Planning Commission Board is composed of five members who reside within the city limits of the City of Woodlake; and

WHEREAS, the term of the office of members of Planning Commissioners shall commence on March 1st and terminate on the last date of February. The terms of the members shall be four years; and

WHEREAS, each Planning Commissioner shall serve at the pleasure of the City Council and may be removed from office by majority vote of the City Council at any time.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to reappoint Paul Lira, Johnny Varela and Joe Perez to the Woodlake Planning Commission Board.

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 February 22, 2016.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-A

February 22, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of Acquisition for the Property with APN# 060-131-016

BACKGROUND:

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

As part of the City's due diligence the City obtained a Natural Hazard Disclosure Report (Attachment No. 1), a Preliminary Title Report (Attachment No. 3) and did not find the site in question on the Cortese List provided by the California EPA, the Geotracker List provided by the State Water Resource Control Board, the County of Tulare List of solid waste disposals and active cease and desist orders and cleanup abatement orders. City staff found no environmental issues with the property.

DISCUSSION:

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

RECOMMENDATIONS:

City staff recommends that Council approve the acquisition of the property with APN# 060-131-016. The acquisition will be funded by the General Fund and it will be a General Fund asset.

FISCAL IMPACT:

The acquisition will be funded by the General Fund in the amount of one hundred fifty one thousand four hundred and ninety-seven dollars (\$151,497.00).

ATTACHMENTS:

1. Resolution: Approval of Acquisition for the Property with APN# 060-131-016
2. Attachment No. 1 – Disclosure Requirement
3. Attachment No. 2 – Executed Letter of Understanding
4. Attachment No. 3 – Preliminary Title Report

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

In the matter of:

APPROVAL OF ACQUISITION FOR THE) Resolution No.
PROPERTY WITH APN# 060-131-016)

Councilmember _____, offered the following resolution and moved its adoption. Approval of Acquisition for the Property with APN# 060-131-016.

WHEREAS, the City Council of the City of Woodlake wishes to acquire bare land that may lead to the promotion of future improvements, development and commercial opportunities; and,

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

WHEREAS, the property will be acquired by the General Fund and will be booked as General Fund Asset.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to acquire the property with APN# 060-131-016 in the amount of one hundred fifty one thousand four hundred and ninety-seven dollars (\$151,497.00).

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 February 22, 2016.

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor, Rudy Mendoza

ATTEST:

Irene Zacarias, City Clerk

Make check payable to:



P.O. Box 7134
San Francisco, CA 94120-7134

DEMAND

Order Number: 160203-00200
Escrow Number:
Demand Date: 2/3/2016

Bill To: **Amount Due: \$109.00**

DAN PARKER
UNION PACIFIC RAILROAD COMPANY
1400 DOUGLAS ST STOP 1690
OMAHA, NE 68179

Please include the Order Number on
check to receive proper credit.

THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED

Ordering Party/Agent Escrow Order Details

DAN PARKER
UNION PACIFIC RAILROAD COMPANY
1400 DOUGLAS ST STOP 1690
OMAHA, NE 68179
(402) 544-8624

Property Address:
UNION PACIFIC RAILROAD CO
W NARANJO BLVD & N ACACIA ST
WOODLAKE, CA 93286

| Quantity | Description | Amount | Total |
|----------|--------------------|----------|----------|
| 1 | Commercial w/o tax | \$109.00 | \$109.00 |

Subtotal: \$109.00
Paid: \$0.00
Amount Due **\$109.00**

Important Ordering Agent Payment Instructions:

- When escrow opens for this transaction please do the following:
1. Fill out the escrow information above.
 2. Fax a copy of this demand to Disclosure Source at (800) 287-8673.
 3. Have this demand placed into the escrow file for payment.
 4. **Should the escrow we were instructed to bill not close, please forward this demand to the next escrow, and inform Disclosure Source of the new pertinent data.** Disclosure Source will provide the new escrow with an updated demand and a copy of the report.

In the event demands are unpaid after closing, the Ordering Agent will be responsible for payment.

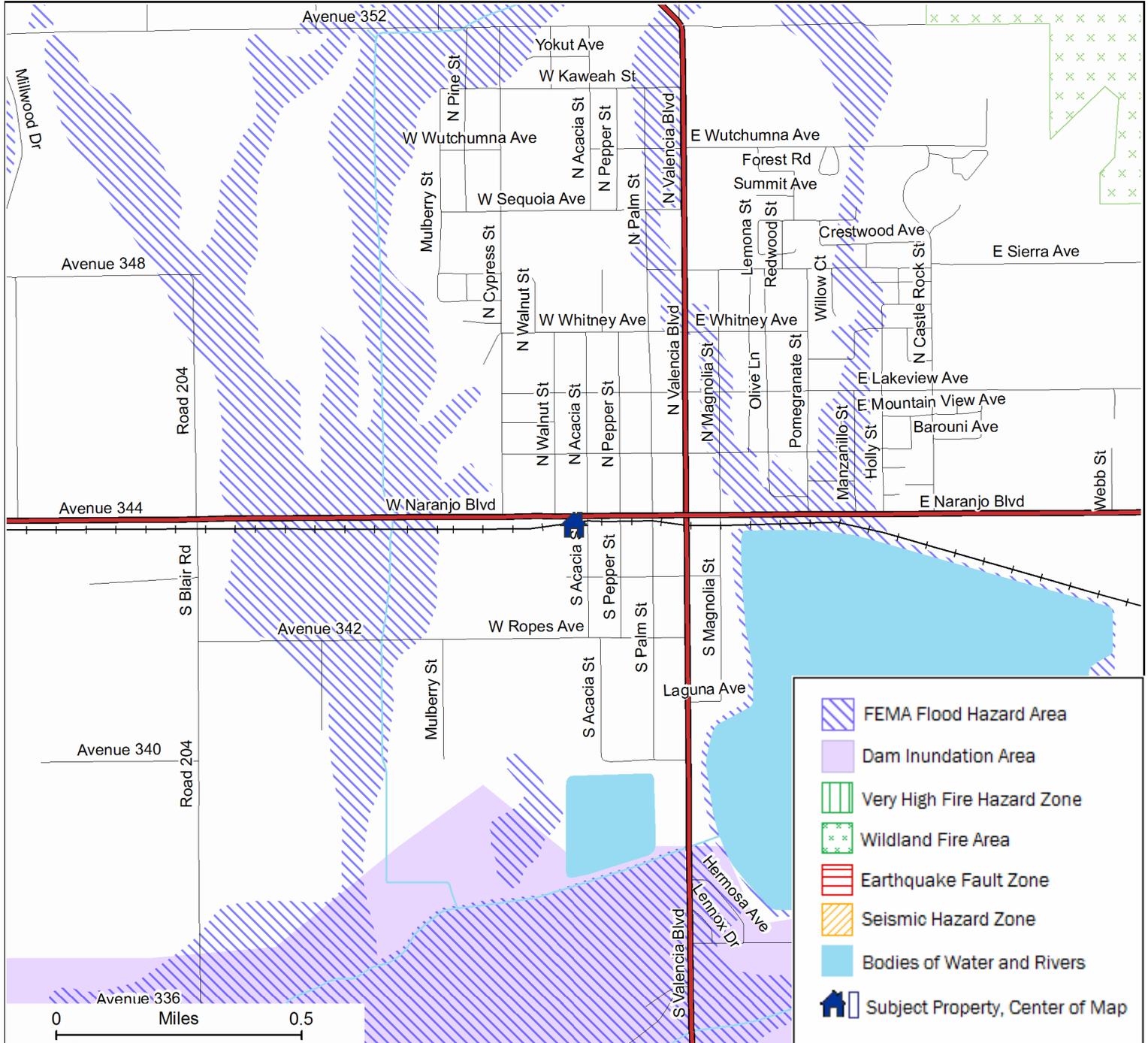
Escrow Instructions:

If the escrow documents are being transferred to a new escrow, please notify Disclosure Source Customer Service at (800) 880-9123 to update changes and transfer this demand along with the Disclosure Source Report to the new escrow. If the escrow fails to close, please notify the Disclosure Source Accounting Dept. at (800) 880-9123.

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State Natural Hazard Disclosures



- IS IS NOT Located in a FEMA Special Flood Hazard Area.
- IS IS NOT Located in a Dam Inundation Area.
- IS IS NOT Located in a Very High Fire Hazard Severity Zone.
- IS IS NOT Located in a Wildland Fire Area.
- IS IS NOT Located in an Alquist-Priolo Earthquake Fault Zone.
- * IS IS NOT Located in a Seismic Hazard Zone.

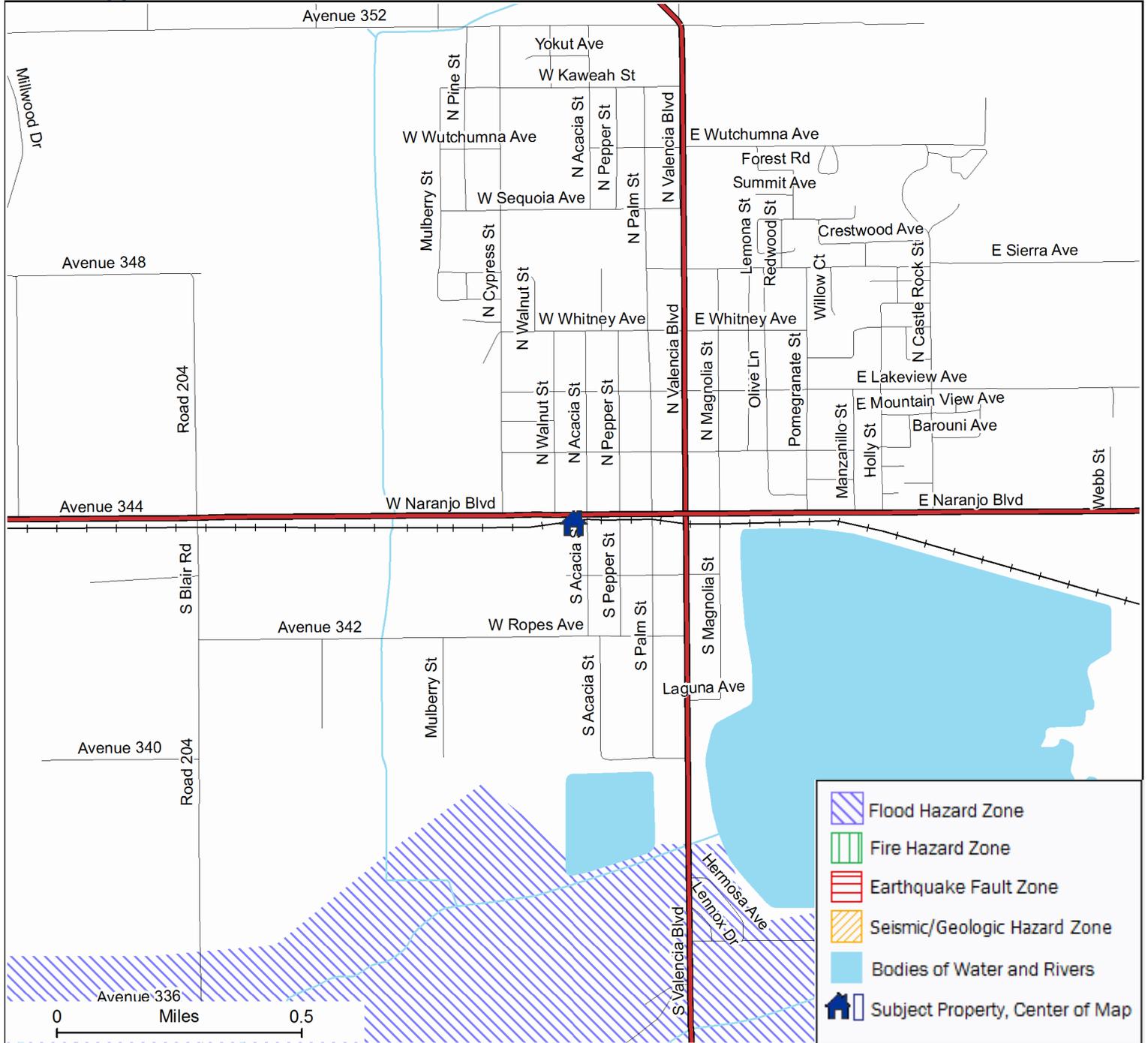
This map is for your aid in locating natural hazard areas in relation to the subject property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California Civil Code § 1103.2**

* Please read the report for further information

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Local/Supplemental Natural Hazard Disclosures



- * IS IS NOT in a Supplemental Flood Hazard Zone.
- * IS IS NOT in a Supplemental Fire Hazard Zone.
- * IS IS NOT in a Supplemental Earthquake Fault Zone.
- * IS IS NOT in a Supplemental Seismic/Geologic Hazard Zone.

* Please read the report for further information

This map is for your aid in locating natural hazard areas in relation to the subject property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California Civil Code § 1103.2**

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THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

PAYMENT POLICY: FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

CANCELATION POLICY: OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE TRANSFEROR/SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

| | Page |
|--------------------------------------|------|
| Natural Hazard Reference Maps | i-ii |

| In | Out | Not Mapped | State Natural Hazard Disclosures | |
|--------------------------|-------------------------------------|-------------------------------------|---|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Special Flood Hazard Area designated by the Federal Emergency Management Agency | 1 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Dam Inundation / Area of Potential Flooding | 1 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Very High Fire Hazard Severity Zone | 1 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Wildland Area That May Contain Substantial Forest Fire Risks And Hazards | 1 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Earthquake Fault Zone | 2 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Seismic Hazard - Landslide Zone | 2 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Seismic Hazard - Liquefaction Zone | 2 |

| In | Out | Not Mapped | Local/Supplemental Natural Hazard Disclosures | |
|--------------------------|--------------------------|-------------------------------------|---|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Supplemental Flood Hazard Zone | 3 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Supplemental Fire Hazard Zone | 3 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Supplemental Earthquake Fault Hazard Zone | 4 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Supplemental Seismic/Geologic Hazard Zone | 4 |

| In | Out | Additional Disclosures | |
|-------------------------------------|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Airport Influence Area | 5 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Airport Proximity | 5 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | California Land Conservation (Williamson) Act | 6 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Right to Farm | 6 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mining Operations | 7 |

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Notices and Advisories

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| Notice of "Supplemental" Property Tax Bill | 8 |
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| Toxic Mold Notice | 9 |
| Methamphetamine Contaminated Property Notice | 9 |
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| Radon Advisory | 11 |

Disclaimers - Read Carefully

ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES, NOTICES AND ADVISORIES*

*Signatures Required

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STATE NATURAL HAZARD DISCLOSURES

SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, The Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a special flood hazard area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate maps. If information is not available, Disclosure Source recommends that the transferee contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject property .

Source(s) of data: Government agencies and/or their appointed designate(s). Title 42 United States Code Section 4101

Based on a review of flood insurance map(s) published by the Director of the Federal Emergency Management Agency , the Subject Property:

IS IS NOT located in a Special Flood Hazard Area Do not know and information not available

DAM INUNDATION / AREA OF POTENTIAL FLOODING

By this act, the California State Legislature intended to establish procedures for the emergency evacuation and control of populated area (s) near/below dams. Pursuant to Government Code Section 8589.4, The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). This legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

Source(s) of data: Government agencies and/or their appointed designate(s). Government Code Section 8589.4 Et Seq.

Based on a review of the official map(s), available through The State of California Office of Emergency Services , the Subject Property:

IS IS NOT located in a Dam Inundation Zone Do not know and information not available

VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Prevention has identified areas in the state as Very High Fire Hazard Severity Zones based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

Source(s) of data: Government agencies or their appointed designate(s). California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the Director of Forestry and Fire Protection for the State of California, the Subject Property:

IS IS NOT located in a Very High Fire Hazard Severity Zone

WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE FIRE RESPONSIBILITY AREA

The State of California Department of Forestry and Fire Prevention designates State Fire Responsibility Areas (SRA). This means the California Department of Forestry bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A transferor of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291. However the degree of hazard is not indicated within the official State Fire Responsibility Area maps. It may range from Low to Very High. The State of California may collect an annual "fire prevention fee" from these owners. The collected monies will go toward a fund that will finance fire prevention activities benefiting these owners. The fee may vary and will be charged on each structure intended for human habitation. More information about this fee may be found at http://www.firepreventionfee.org/sra_faqs.php.

Source(s) of data: California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the Subject Property:

IS IS NOT located in a State Fire Responsibility Area

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ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

Source(s) of data: State of California Department of Conservation Division of Mines and Geology. California Public Resources Code Section 2621 ET SEQ

Based on a review of the official Earthquake Fault Zone Map(s), issued by the California State Geologist the Subject Property:

IS IS NOT located in an Alquist-Priolo Fault Zone

SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Source(s) of data: California Public Resources Code Section 2696

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

Based on a review of the official map(s) issued by the State of California, Department of Conservation, Division of Mines and Geology, the Subject Property:

IS IS NOT located in a Landslide Hazard Zone Map not released by state

IS IS NOT located in a Liquefaction Hazard Zone Map not released by state

GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/quake.aspx)

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LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

NOTICE REGARDING SUPPLEMENTAL NATURAL HAZARDS DISCLOSURES

Disclosure Source is providing information on locally identified natural hazards set forth below as an additional service because their disclosure to purchasers is either required by ordinance or the information is readily available. The purpose of this document is to disclose whether the Subject Property lies within any of the hazard areas described below. Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the State natural hazard disclosures. Disclosure Source has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the transferee contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Source Report and those Disclaimers apply to this Statement. Please refer to them for further information.

SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the transferee: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps acquired and reviewed by the company, the subject property:

IS IS NOT located in a supplemental Flood Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. We have included these maps in this search. The State required fire hazard disclosures only indicate areas of extremely high risk.

Fire hazard zones disclosed here are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if the Property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps acquired and reviewed by the company, the subject property:

IS IS NOT located in a supplemental Fire Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

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SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the state for the identification of earthquake faults. These jurisdictions have created their own maps which indicate the active faults according to these standards. Some jurisdictions also recommend or require the disclosure of potentially active faults. We have included both types of maps in our search.

Many cities and counties require geologic studies before any significant construction if the subject property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. We have included official and publicly available maps indicating earthquake faults known by these jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist-Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps acquired and reviewed by the company, the subject property:

IS IS NOT located in a supplemental Fault Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if the subject property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps acquired and reviewed by the company, the subject property:

IS IS NOT located in a supplemental Geologic Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

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ADDITIONAL DISCLOSURES

AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Where publicly available at the time of the report, Disclosure Source has utilized airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject property:

IS IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

AIRPORT PROXIMITY

California Civil Code §1102.17 states: "The seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title." Industrial use identified in Section 731a includes but is not limited to airport uses. Aircraft landing facilities disclosed herein consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities; except private landing facilities (restricted public access), glider ports, and facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA). Airports physically located outside California were not included in this report.

According to information available from the FAA the company reports the following aircraft landing facilities within the estimated distance of the subject property. The calculated distance can be dependent upon the size of the airport influence area, if any.

| FAA ID# | FACILITY NAME | TYPE | DISTANCE |
|---------|------------------|---------|------------|
| O42 | WOODLAKE AIRPORT | AIRPORT | 1.03 MILES |

For further information regarding any of the public aircraft landing facilities identified within this disclosure, please contact the following agency:

Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600

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CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

Disclosure Source obtains maps from the California Department of Conservation on a quarterly basis. The county assessor's office also maintains information on parcels affected by the Williamson Act. For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <http://www.conservation.ca.gov/dlrp/lca>.

According to available maps from The California Department of Conservation, the subject property:

IS IS NOT in a Williamson Act Zone as depicted on the map.

RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject property:

IS IS NOT located within one mile of a farm or ranch land.

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MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of information submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. Not all mine operators have provided map coordinate data to the Department.

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject property:

IS IS NOT located within one mile of a mine operation.

If the subject property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction .

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

In the interest of environmental and public health and safety, the Department of Conservation (DOC) undertook a three-year effort to determine "the magnitude and scope of the abandoned mine problem in California." An inventory of abandoned mines was accomplished, culminating in a report to the Governor and Legislature. Prior to that effort, the number of abandoned mines reported was based solely on legacy databases and ranged from a low of 7,000 to a high of 20,000 abandoned mines. The DOC shows there are more than 47,000 abandoned mines statewide.

The reports, maps, and additional information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation http://www.conservation.ca.gov/OMR/abandoned_mine_lands/. The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of transferors of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <http://www.conservation.ca.gov/OMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

Property Address: W NARANJO BLVD & N ACACIA ST
WOODLAKE, CA 93286
Parcel Number: 060-131-016

Date: 2/3/2016
Order Number: 160203-00200

NOTICES AND ADVISORIES

TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property .

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee" .

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6e requires the transferor to notify the transferee of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure. Civil Code Section 1102.6e requires the transferor to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally .

How to Determine the Existence of a Transfer Fee. If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly transferor should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector .

If you have any question concerning this matter, please call your local Tax Collector's Office."

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GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the transferee(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <http://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <http://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/residential/education-safety/natural-gas-pipelines/natural-gas-pipeline-map.htm>, Southern California Gas: <http://www.socalgas.com/safety/pipeline-maps/>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center (811).

TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, transferor, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, transferor, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Molds, Toxic Molds, and Indoor Air Quality
- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

www.library.ca.gov/crb/01/notes/v8n1.pdf; www.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx; www.ehib.org/topic.jsp?topic_key=15;
www.epa.gov/mold/; www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Biological-Pollutants-in-Your-Home/;
www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx

METHAMPHETAMINE CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine Contaminated Property Cleanup Act of 2005," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding meth lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

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REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to transferee(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the State Natural Hazard Disclosures, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a transferor, no later than the date on which a property is to be transferred, to notify a transferee of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a transferee fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a transferor fails to notify a transferee of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the transferee does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the transferor will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX1 7, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near your property, go to:

<http://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx> and <http://rsgisias.crrrel.usace.army.mil/apex/f?p=516:2:0>

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HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the transferee contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

OIL & GAS WELLS ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Residential construction in the past several years has expanded into areas where wells were once active. Such wells are often found when they begin to leak oil, natural gas, or water. The California Division of Oil, Gas and Geothermal Resources was mandated to administer the program to abandon or remedy improperly abandoned wells to eliminate risks to life, health, and natural resources. Capped, abandoned, or active wells present health and safety hazards including, but not limited to, soil and ground water contamination, oil and methane seeps, fire hazards, air quality problems, and physical safety hazards to humans and animals. Transferee should be aware that abandoned wells may exist on any property and new construction may also be restricted in the vicinity of wells. For more information and maps visit the California Department of Conservation, Division of Oil, Gas and Geothermal Resources at: <http://www.consrv.ca.gov/dog/> and <http://www.conservation.ca.gov/dog/Pages/WellFinder.aspx>

NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the transferee visit the California Department of Conservation, Division of Mines and Geology website for further information and maps at http://www.consrv.ca.gov/CGS/minerals/hazardous_minerals/asbestos/Pages/Index.aspx.

RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <http://www.cdph.ca.gov/HealthInfo/environhealth/Pages/Radon.aspx>.

The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination. If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <http://www.epa.gov/radon/states/california.html> and http://www.conservation.ca.gov/cgs/minerals/hazardous_minerals/radon/Pages/Index.aspx.

GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX](https://www.disclosuresource.com/downloads.aspx) AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS_LEAD.ASPX](https://www.disclosuresource.com/downloads_lead.aspx)

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DISCLAIMERS

Explanation of Services, Conditions and Limitations

State and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist Recipient(s) in providing information on locally identified natural hazards because their disclosure to purchasers is either required by ordinance or the information is readily available. Disclosure Source has obtained maps that are both official and publicly available from city, county, state and federal sources.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available.

Disclosure Source has not performed a physical inspection of the property. This report is not a substitute for a physical inspection of the property or geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this report, either the transferor (or his/her agent) or the transferee (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This report was prepared based upon such APN, and Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN.

In preparing this report, Disclosure Source has relied upon the statutes identified and has reviewed the records referred to in each determination. This report is not a warranty or a policy of insurance.

Notice to Recipient(s)

Disclosure Source provides the Disclosure Report, and any additional information contained in the Disclosure Report, for the benefit of all Recipient(s), including Transferor, Transferee, and Agents. Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, limitations and disclaimers herein, and by signing the report, Recipient(s) expressly agrees to receive the services, and be bound by the limitations and disclaimers herein. This report is for the exclusive benefit of the Recipient(s) and (a) there shall be no third party beneficiaries (b) may not be used in any subsequent transaction affecting the subject property, (c) or for any other real property. If for any reason Recipient(s) does not intend to be bound by the limitations and disclaimers herein, or otherwise finds the Disclosure Report unacceptable, Recipient(s) should immediately contact Disclosure Source.

Disclaimer Notice to Third Parties

The information contained in this report is intended for the exclusive benefit and use of Recipient(s). No person other than the recipient(s) should rely upon, refer to, or use this report, or any information contained within this report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s).

Limitation of Liability to Recipient(s)

Disclosure Source has prepared this report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) on the date of delivery of this report to Recipient(s).

Disclosure Source expressly excludes from liability any disclosures not known to Disclosure Source, or not on the maps used by Disclosure Source, not recorded in the public record at the date of the disclosure information, or disclosures not included in the categories included in the Disclosure Report. There may be other disclosures required under applicable state law and/or within Seller and Seller's Agent actual knowledge. Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence is limited to actual proven damages as a result of an error or omission in the report and shall be measured by the difference in the fair market value of the property caused by the error or omission as of the date of the report. Disclosure Source shall not be liable for any incidental or consequential damages suffered by Recipient(s).

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

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Change in Information

Disclosure Source shall have no obligation to communicate to Recipient(s), or any other person, any acts, occurrences, circumstances or agreements occurring after the Date of this report, which render inaccurate anything contained in this report. Disclosure Source may at its sole discretion supplement this report. The determinations made in this report are time-sensitive. While this report contains data gathered from what is believed to be reliable sources, the information in this report may be considered accurate only as of the date shown herein. Governmental actions occurring after the date of this report are not shown and Disclosure Source is under no duty to update this report when or if new information is released or becomes available.

Notice of Claim

All Claims and notices shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, #400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, then, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

BY ACCEPTING OR USING THIS REPORT, THE TRANSFEROR, TRANSFEREE AND AGENT(S) HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY STATED HEREIN.

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ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES, NOTICES AND ADVISORIES

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE TRANSFEROR AND HIS OR HER AGENT(S) HAVE PROVIDED THE PROSPECTIVE TRANSFEREE(S) INFORMATION INCLUDED WITHIN THE DISCLOSURE REPORT ABOUT:

NATURAL HAZARD DISCLOSURES:

IF THE PROPERTY IS LOCATED IN A FLOOD, FIRE, SEISMIC/GEOLOGIC, OR FAULT HAZARD(S) AS PER MAPS FROM CITY, COUNTY, STATE OR FEDERAL SOURCES.

AIRPORT INFLUENCE AND AIRPORT PROXIMITY:

IF THE PROPERTY IS AFFECTED BY AN AIRPORT INFLUENCE AREA AND THE PROPERTY'S PROXIMITY TO ANY AREA WITH AIRCRAFT LANDING FACILITIES.

WILLIAMSON ACT:

IF THE PROPERTY IS IN A WILLIAMSON ACT ZONE AS DEPICTED ON THE MAP FROM THE CALIFORNIA DEPARTMENT OF CONSERVATION.

RIGHT TO FARM DISCLOSURE:

OF THE EXISTENCE OF PRIME FARMLAND WITHIN ONE MILE OF THE SUBJECT PROPERTY.

MINING OPERATIONS DISCLOSURE:

OF THE EXISTENCE OF MINING OPERATIONS WITHIN ONE MILE OF THE SUBJECT PROPERTY.

TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL.

GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE:

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES.

TOXIC MOLD NOTICE:

A TRANSFEROR NOTICE OF ANY MOLD CONDITIONS.

METHAMPHETAMINE CONTAMINATED PROPERTY NOTICE:

INFORMATION ABOUT METHAMPHETAMINE CONTAMINATED PROPERTY NOTIFICATION REQUIREMENTS.

MEGAN'S LAW NOTICE:

INFORMATION REGARDING PERSONS WHO ARE REQUIRED TO REGISTER WITH THE DEPARTMENT OF JUSTICE RESULTING FROM A CONVICTION FOR A SEXUALLY BASED OFFENSE.

FLOOD INSURANCE NOTICE:

A NOTICE CONTAINING INFORMATION ABOUT FUTURE DISASTER RELIEF AVAILABILITY IN RELATION TO PAST DISASTER RELIEF ASSISTANCE AND FLOOD INSURANCE REQUIREMENT.

MILITARY ORDNANCE LOCATION NOTICE:

A NOTICE REGARDING FORMERLY USED FEDERAL/STATE MILITARY ORDNANCE SITES.

HABITAT SENSITIVITY AREA/ENDANGERED SPECIES ADVISORY:

OF THE EXISTENCE OF ENDANGERED SPECIES AND HABITAT SENSITIVITY AREAS IN THE STATE.

OIL AND GAS WELLS ADVISORY:

OF THE EXISTENCE OF ABANDONED OIL AND GAS WELLS IN THE STATE.

NATURALLY OCCURRING ASBESTOS ADVISORY:

OF THE SOURCE OF INFORMATION REGARDING NATURALLY OCCURRING ASBESTOS.

RADON ADVISORY:

OF THE SOURCE OF INFORMATION REGARDING RADON ZONES.

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

TRANSFEROR(S) AND TRANSFEREE(S) ACKNOWLEDGE RECEIPT OF THE INFORMATION REFERENCED ABOVE INCLUDED IN THE REPORT FOR THE ABOVE DESCRIBED PROPERTY

| | |
|--|------------|
| Signature of Transferor (Seller) _____ | Date _____ |
| Signature of Transferor (Seller) _____ | Date _____ |
| Agent(s) _____ | Date _____ |
| Agent(s) _____ | Date _____ |
| Signature of Transferee (Buyer) _____ | Date _____ |
| Signature of Transferee (Buyer) _____ | Date _____ |



January 6, 2016
Folder: 02169-19

VIA UPS Overnight
RETURN RECEIPT REQUESTED

RAMON LARA
CITY OF WOODLAKE
350 NORTH VALENCIA BLVD.
WOODLAKE, CA 93286

Dear Mr. Lara:

This letter ("**Agreement**") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("**Seller**") to The City of Woodlake ("**Buyer**") of Seller's interest in certain real property in Woodlake, California.

The undersigned will recommend to Seller's management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately 33,666 square feet as shown on the print attached hereto as **EXHIBIT A** and made a part hereof. The legal description of the Property will be determined by Seller. Survey will be at the sole cost and expense of Buyer. Survey will depict all facilities affecting the property.

- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to DBPARKER@UP.COM, with a subject line referencing the UPRR Folder Number 02169-19 assigned to this document. Buyer shall deliver a certified copy of the completed survey to Seller within five (5) days after Buyer's execution of this Agreement ("**Survey Period**"). Delay in obtaining or furnishing

the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing – Default;' Article).

Article 2. Sale Price:

- A. The sale price (“**Sale Price**”) for the Property shall be One Hundred Fifty One Thousand Four Hundred Ninety-Seven Dollars (\$151,497.00).
- B. The Sale Price is computed as follows:

33,666 square feet x \$4.50 per square foot = \$151,497.00
- C. The Sale Price will be adjusted on the basis set forth in Article 2-B if the area of the Property, as determined by Seller's Senior Manager Engineering Services or his authorized representative, or as determined by the survey, differs from the area set forth in Article 1-A.

Article 3. Feasibility Review/Right of Entry:

- A. For thirty (30) days from the date of execution of this Agreement by Buyer (“**Feasibility Review Period**”), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer’s review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer’s purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.
- B. Buyer’s right to enter upon the Property pursuant to Article 3-A is subject to the following:
 - 1. Buyer will indemnify, defend and save harmless Seller and/or Seller’s affiliates (Seller’s affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.

2. Buyer and Buyer's agents and contractors (collectively "Contractors") will, to the extent permitted by applicable law, maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller, except that nothing in this Agreement shall prohibit Buyer from complying with its legal obligations in connection with any court order, subpoena or proceeding, the California Public Records Act (Government Code §§ 6250 et seq.), Ralph M. Brown Act (Government Code §§ 54950 et seq.) or any other applicable law, including any law which authorizes members of the public to obtain public records and information from public entities such as Buyer, or any environmental law which for any reason requires notice regarding discovery of any release of hazardous substances. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated prior to Closing in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractors preparing the report.

4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.

- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "**Condition of the Property**"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.
- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL**

LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE AND INDEMNITY BY PLACING ITS SIGNATURE OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

RL
Buyer's Initials

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.

C. Restriction On Use.

The Property shall be quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer by the acceptance of the Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing. Seller agrees to disclose to Buyer in writing all lease and Use Rights known to Seller at least fifteen (15) business days prior to the expiration of the Feasibility Review Period.
- B. Buyer acknowledges that the Property may presently be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. Closing will occur on or before April 01, 2016 ("**Closing Date**"). The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery and recordation of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

- A. This Agreement is expressly conditioned upon compliance with the California Subdivision Map Act ("**Compliance**"). If the Property is not already in Compliance, Buyer shall undertake and use commercially reasonable efforts to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense. If Buyer fails to effect Compliance prior to the Closing Date, then this Agreement shall terminate and neither party shall have any further obligation to the other. Seller is not obligated to extend the Closing Date due to Buyer's failure to effect Compliance prior to the Closing Date.

- B. In connection with Buyer pursuing Compliance, Seller shall cooperate by reviewing and executing necessary documents, provided, however, that Seller shall not be required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be acceptable to Seller as to substance and legal form. If any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller which are unacceptable to Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. If this Agreement is terminated pursuant to this Section B, any deposit paid by Buyer will be returned to Buyer, and neither party shall have any further obligations (except for surviving obligations).

Article 12. Mortgage Release:

If the Property is subject to any mortgage or deed of trust granted by Seller or a corporate predecessor of Seller, Seller will obtain a reconveyance or other release satisfactory to Buyer within approximately six (6) months after Closing.

Article 13. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 14. Condemnation:

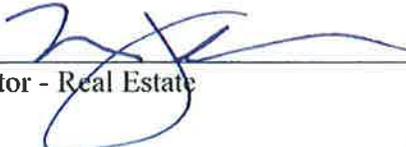
If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Article 15. No Third-Party Beneficiaries Intended:

Unless specifically set forth herein, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Daniel B. Parker at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than January 30, 2016. Please also indicate below how you wish to take title. If you should have any questions, please call Daniel B. Parker at (402) 544-8624.

Sincerely,



Director - Real Estate

ACCEPTED AND AGREED THIS 13TH DAY OF JANUARY, 20 16

CITY OF WOODLAKE
By: 
Its: CITY ADMINISTRATOR

Title to the Property will be taken as follows:

If Corporation, State of incorporation:

Mailing Address: CITY OF WOODLAKE
350 N. VALENCIA
WOODLAKE CA. 93286

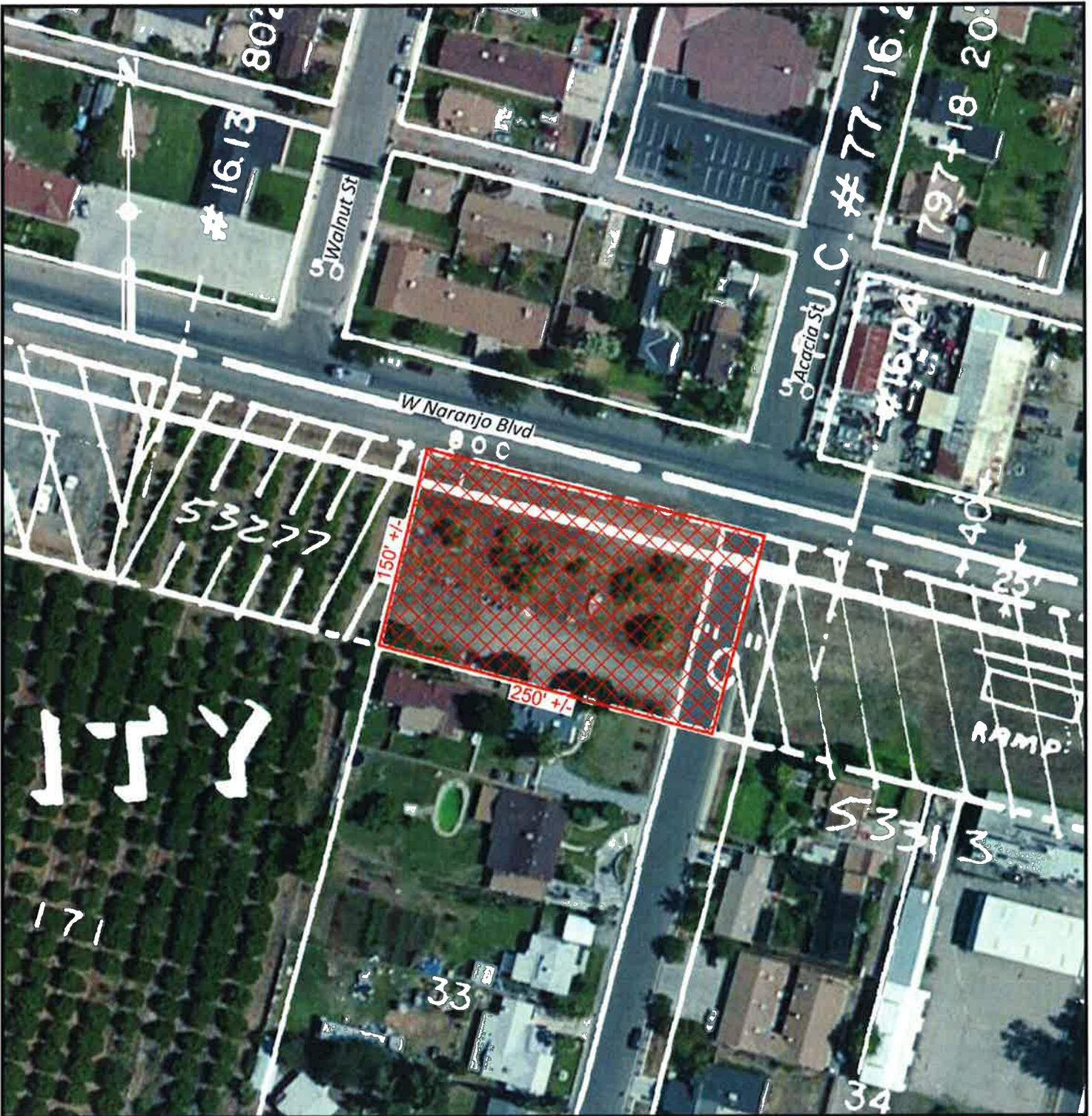
“Exhibit A”

That portion of that certain parcel, or strip of land, conveyed from Gilbert F. Stevenson to the Visalia Electric Railroad Company, per deed recorded December 12, 1910, in Volume 180 of Deeds, at Page 440, Tulare County Records, situated in the North half of the Northeast quarter of the Northeast quarter of Section 36, Township 17 South, Range 26 East, Mount Diablo Base and Meridian, in the City of Woodlake, County of Tulare, State of California, according to the official plat thereof, situated and lying East of the Northerly prolongation of the West line of Block 33 of the Town of Woodlake, per map recorded in Volume 11 of Maps, at Page 23, Tulare County Records, and situated and lying West of the Northerly prolongation of the centerline of Acacia Street as shown upon said map of the Town of Woodlake, said property being bounded on the North by Naranjo Boulevard, and being bounded on the South by Lot 1, of said Block 33, both as shown upon said map of the Town of Woodlake.

Said parcel contains 37,370 square feet, more or less (gross)

Said parcel contains 33,666 square feet, more or less (net, excluding Acacia Street right of way)





LEGEND:

LEASE AREA 

UPRRCO, R/W OUTLINED 

Sale Area = 37,370 Sq. Ft. = 0.86 Acres

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

WOODLAKE, TULARE COUNTY, CA

M.P. 16.1 - VISALIA ELECTRIC

TO ACCOMPANY AGREEMENT WITH CITY OF WOODLAKE

MAP

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 12/1/2015

RRM FILE: 2169-19

| | |
|---------------|----------------------|
| CADD FILENAME | 0216919.dgn |
| SCAN FILENAME | 0216919_CAV30003.tif |



PRELIMINARY REPORT

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

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

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

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

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

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

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



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

FOR SETTLEMENT INQUIRIES, CONTACT:

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

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

PRELIMINARY REPORT

Title Officer: Joel Heaton
Email: heatonj@ctt.com
Title No.: FWVI-4211504398-JH

Escrow Officer: Amanda Ramos
Email: ramosam@ctt.com
Escrow No.: FWVI-4211504398 -AR

TO: City of Woodlake
350 North Valencia
Woodlake, CA 93286
Attn:

PROPERTY ADDRESS(ES): APN/Parcel ID(s) 060-131-016

EFFECTIVE DATE: December 21, 2015 at 07:30 AM

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

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

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

A Fee

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

Union Pacific Railroad Company, a Delaware Corporation formerly known as Southern Pacific Transportation Company, successor by merger with Visalia Electric Railroad Company

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

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 060-131-016

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

That portion of the North half of the Northeast quarter of the Northeast quarter of Section 36, Township 17 South, Range 26 East, Mount Diablo Base and Meridian, according to the official plat thereof, lying within the boundaries of the land described in the deed to Visalia Electric Railroad Company, a corporation, recorded December 12, 1910 in Book 180 Page 440 of Deeds, lying between the Northerly prolongation of the West and East lines of Block 33 of the Town (now City) of Woodlake, recorded in Book 11 Page 23 of Maps, Tulare County Records.

NOTE: The requirement that a final legal description be furnished by Union Pacific Railroad Company's Engineering Department prior to the close of escrow.

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

1. Any City or County taxes which may be levied against said land by reason of the fact that the herein described land was not included on the Tax Assessor's Roll for the fiscal year.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Matters contained in that certain document

Entitled: Indenture
Dated: September 8, 1909
Executed by: Gilbert F. Stevenson
Recording Date: December 12, 1920
Recording No.: in Book 180 Page 440 of Deeds

Reference is hereby made to said document for full particulars.

6. Rights of the public to any portion of the Land lying within the area commonly known as

Naranjo Blvd aka County Avenue 344.

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

Granted to: Southern Pacific Pipe lines, inc., a corporation
Purpose: to construct, reconstruct, renew, maintain and operate pipelines and appurtenances for the conveyance of petroleum, natural gas or products derived from either or both, or other liquid fuels or slurries wherever a pipeline or appurtenances exists as of the date of this agreement
Recording Date: December 15, 1988
Recording No.: 77730 in Book 4780 Page 496 of Official Records

The exact location and extent of said easement is not disclosed of record.

8. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Woodlake Redevelopment Project
Recording Date: July 7, 1995
Recording No.: 95-043292 of Official Records

EXCEPTIONS
(continued)

9. The requirement that one of the following be submitted, prior to close of any transaction involving the vestee herein:

1. Any order authorizing the proposed transaction, issued by the Public Utilities Commission, pursuant to Sec. 851 of the Public Utilities Code and/or an order authorizing the proposed transaction, issued by the Surface Transportation Board.

It is unclear from examination of the public record, whether said vestee comes under the jurisdiction and regulation of the Public Utility Commission, the Surface Transportation Board, or both.

Please furnish written evidence as to the particular status of said corporation with respect to the land in question.

2. If it is determined that the Public Utility Commission has the jurisdiction, a resolution by the Board of Directors stating that the subject property is not necessary or useful in the performance of its duties to the public, as prescribed by the Public Utilities Act, and is not needed in the conduct of its business.

Any documents executed in connection with this transaction must state they are pursuant to either the order of the Public Utilities Commission or the resolution of the Board of Directors dated _____.

END OF EXCEPTIONS

NOTES

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

END OF NOTES

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

Order No.: FWVI-4211504398—AR

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

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

How Information is Collected

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

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

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

Additional Ways Information is Collected Through the Website

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

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

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

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

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

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

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

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

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

Use of Personal Information

Information collected by FNF is used for three main purposes:

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

When Information Is Disclosed By FNF

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

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

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

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

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

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

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

Information From Children

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

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

Privacy Outside the Website

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

European Union Users

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

Choices With Your Personal Information

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

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

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

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

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

Access and Correction

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

Your California Privacy Rights

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

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

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

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

FNF Compliance with California Online Privacy Protection Act

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

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

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

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

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

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

No Representations or Warranties

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

Your Consent To This Privacy Notice

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

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

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

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

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

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

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

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

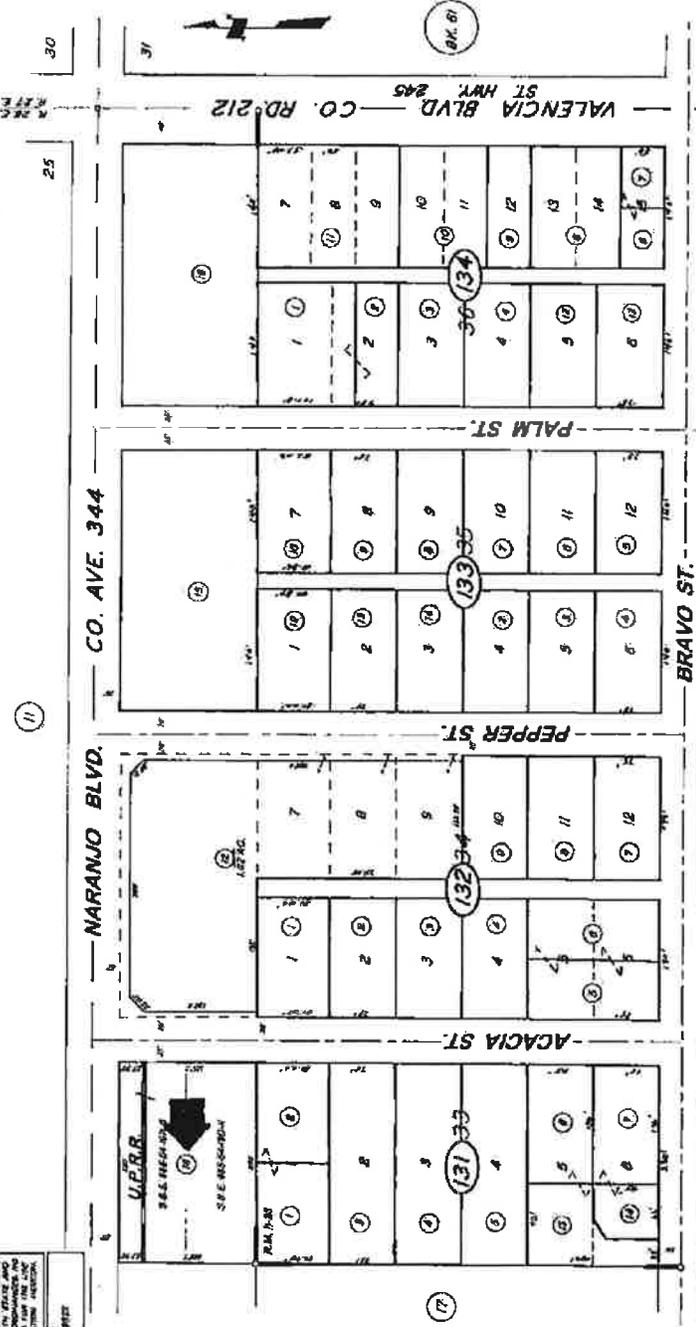
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area,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

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

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

N 1/2 OF NE 1/4 OF NE 1/4 SEC. 36, T. 17S., R. 26E., M.D.B.&M. 060-13
 TAX CODE AREA 007-006

DISCLAIMER
 THIS MAP WAS PREPARED FOR LOCAL PURPOSES ONLY. IT IS NOT A SURVEY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER SHOULD CONSULT A PROFESSIONAL SURVEYOR FOR A COMPLETE SURVEY OF THE PROPERTY.



POR. TOWN OF WOODLAKE, R.M. 11-23
 CITY OF WOODLAKE
 ASSESSOR'S MAPS BK. 60, PG. 13
 COUNTY OF TULARE, CALIF.

NOTE - ASSASSORS BLOCK NUMBERS SHOWN IN SQUARES
 ASSASSORS PLOT NUMBERS SHOWN IN CIRCLES

This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

City of Woodlake

AGENDA ITEM V-B

February 22, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

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

BACKGROUND:

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

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

DISCUSSION:

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

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

RECOMMENDATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 22nd day of February 2016.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on February 22, 2016.

AYES:
NOES:
ABSTAIN
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-C

February 22, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

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

BACKGROUND:

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

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

DISCUSSION:

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

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

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

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

RECOMMENDATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DECLARED this 22nd day of February 2016.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on February 22, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-D

February 22, 2016

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Reject All Bids for the Construction of the City of Woodlake Plaza Project and Authorize Staff to Rebid the 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 were privately owned. Staff had appraisals performed on all four of the properties and 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 December 14, 2015, by Resolution No. 15-129, Council authorized staff to put out to bid the construction of 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. The overall construction cost of the project is estimated at one million six hundred forty seven thousand and nine hundred dollars (\$1,647,900.00) see Attachment No. 1 attached.

The bid opening for the project was held on February 17, 2016 at the City Council Chambers of the City of Woodlake. The City only received one total bid in the amount of one million seven hundred and eighty five thousand three hundred and eighty one dollars and fifty cents (\$1,785,381.50) from Lee's Paving for construction. The City had only budgeted one million five hundred thousand dollars (\$1,500,000.00) for the construction improvements on this project. The gap in the budget for the actual bid proposed on the project are too large for the City to cover.

RECOMMENDATIONS:

Staff recommends that Council reject all bids for the construction of the City of Woodlake Plaza Project and authorize staff to rebid the project in an attempt to receive a bid within the City's budget. Council also has the option to remove portions of the project to bring the project within budget. 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 road funds. The City has budgeted one million five hundred thousand dollars (\$1,500,000.00) for the construction improvements on this project

ATTACHMENTS:

1. Resolution: Reject All Bids for the Construction of the City of Woodlake Plaza Project
2. Attachment No. 1 – City of Woodlake Plaza Project Cost Summary
3. Attachment No. 2 – City of Woodlake Plaza Project Bid Summary

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 |



Quad Knopf

February 17, 2016

City Council
City of Woodlake
350 N. Valencia Blvd.
Woodlake, California 93286

Attention: Ramon Lara, City Administrator

Re: Bid results, Woodlake Plaza

The one and only bid received for the Woodlake Plaza project was \$1,780,170.50, submitted by Lee's Paving, Inc. No other bids were received. Careful review of the bidder's submittal revealed an addition error of \$5,211 for a corrected bid total of \$1,785,381.50.

The Opinion of Probable Construction Costs for the project was \$1,556,048.00.

Sincerely,

Monique C. Mello, P.E.
City Engineer

W150050
MCM/wbe