

Date: March 28, 2016 (Monday)

**Study Session: Council Ethics Training**

Time: 4:00 p.m. to 6:00 p.m.

**City Council Meeting**

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-G)

A. Action: Approval of Minutes of the regular meeting held on March 14, 2016 (Pages 1-4)

B. Action: Approval of Warrants (Pages 5-30)

C. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 31-35)

- D. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 36-39)
- E. 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 40-54)
- F. Action: Adoption of Resolution: Approve the Agreement between the County of Tulare and the City of Woodlake for the Sheriff's Work Alternative Program (Pages 55-67)
- G. Action: Deny Claim for Damages from Aimee Day filed on September 30, 2015 and October 16, 2015 (Pages 68-70)

#### V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution(s): Turner/Mathias Development (Pages 71-86)
- B. Action: Adoption of Resolution: Approve the Subdivision Agreement Between Self-Help Enterprises and the City of Woodlake for the Valencia Heights Subdivision (Pages 87-97)
- C. Action: Adoption of Resolution: Approval of the Decrease of Sewer Rates Effective July 1, 2016 (98-105)

#### VI. OTHER BUSINESS

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

#### VII. CLOSED SESSION

#### NOTICE TO THE PUBLIC

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

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

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

## II. ADJOURN

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

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

**PRESENT:** Councilmembers Mendoza, G. Gonzalez Jr., Martinez, Lopez & Ortiz  
**OTHERS:** Lara, Waters, Diaz, Marquez, Zacarias and Castillo  
**ABSENT:**

**FLAG SALUTE**

**PUBLIC COMMENT**

Claudia Cabrera, Woodlake – Ms. Cabrera, a member of the Woodlake Chamber of Commerce, thanked City Council for attending the State of the City address meeting last week. Also, thank you to Councilmember G. Gonzalez Jr. for attending the Kiwanis meeting.

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

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

- A. Action: Approval of Minutes of the regular meeting held on February 22, 2016
- B. Action: Approval of Warrants
- 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
- D. Action: Adoption of Resolution: Authorizing Submittal of Application for Payment Programs and Related Authorizations
- E. Action: Adoption of Resolution: Approval of the February 2016 Monthly Report of Investments
- F. Action: Proclamation from the City of Woodlake, Proclaiming April 2016 as Child Abuse Prevention Month

**ON A MOTION BY G. GONZALEZ JR., SECOND BY LOPERZ IT WAS VOTED TO APPROVE THE CONSENT CALENDER. APPROVED UNANIMOUSLY.**

**V. ACTION/DISCUSSION ITEMS**

- A. Action: Adoption of Resolution: Adopt a Resolution of Necessity for the Acquisition of the Property Located at 163 N. Magnolia St. with APN No. 061-160-021 for the Public Project Referred to as the City of Woodlake Plaza Project

**PUBLIC HEARING**

City Administrator Lara asked Mayor Mendoza to open the meeting for public comments.

**PUBLIC HEARING OPENED: 6:32 PM**

**PUBLIC HEARING CLOSED: 6:33 PM**

City Administrator Lara reported the following: City staff identified five properties that would have to be acquired as part of the City of Woodlake Plaza Project. The City contracted with Hamner, Jewell & Associates to assist with the acquisition of the properties. The City has successfully acquired four of the five properties and has a signed right of entry for the property in question.

The only property that the City has had no success in negotiating on is the property located at 163 N. Magnolia St. with APN No. 061-160-021. The City has provided the owner of the property with a formal offer and an appraisal. While the owner has agreed to sell the property there is an issue with the property being appraised at a value less than what is owed on it. The City and their consultant have attempted to negotiate the acquisition of the property with Bank of America, which carries the note on the property but unfortunately Bank of America has been unresponsive. Staff recommends that the City Council adopt a Resolution of Necessity for the acquisition of the property located at 163 N. Magnolia St. with APN No. 061-160-021 for the public project referred to as the City of Woodlake Plaza Project. The acquisition of the property will lead to the construction of a much needed public project that will serve the residents of the City of Woodlake for years to come.

**ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS VOTED ADOPT THE RESOLUTION AND APPROVE ACQUISITION OF PROPERTY WITH APN # 061-160-021. APPROVED UNANIMOUSLY.**

- B. Action: Adoption of Resolution: Award the Construction of the City of Woodlake Plaza Project to the Lowest Responsive Bidder, JT2, Inc. City Administrator Lara reported the following: 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 bid opening for the projects was held March 8, 2016, in the Council Chambers. Below are the bids in order from lowest to highest:

- JT2, Inc. \$ 1,597,923.00
- Emmett’s Excavation, Inc. \$ 1,679,124.75
- Avison Construction, Inc. \$ 1,790,522.50

The City’s engineer estimate was \$1,537,448.00 for the construction of the City of Woodlake Plaza Project. Staff recommends that Council award the project to the lowest responsive bidder, JT2, Inc. The project will be funded with a Department of Housing and Community Development Grant, Measure R and local funds.

**ON A MOTION BY G. GONZALEZ JR., SECOND BY LOPEZ, IT WAS VOTED TO ADOPT THE RESOLUTION AWARD THE CONSTRUCTION OF THE CITY OF WOODLAKE PLAZA PROJECT TO JT2, INC. APPROVED UNANIMOUSLY.**

- C. Action: Adoption of Resolution: Approval of an Initial Study/Mitigated Negative Declaration for the City of Woodlake Community Center Project City Administrator Lara reported the following: city staff has been working with their City consultant Quad Knopf in the preparation of an Initial Study/Mitigated Negative Declaration for the Community Center Project. All necessary notifications and hearings were held for the review of the study. The City received no comments. Staff recommends that Council approve the Initial Study/Mitigated Negative Declaration for the City of Woodlake Community Center Project. All necessary parties have been notified and necessary public hearings have been held.

**ON A MOTION BY LOPREZ, SECOND BY MARTINEZ, IT WAS VOTED TO ADOPT THE RESOLUTION APPROVE THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION. APPROVED UNANIMOUSLY.**

**VI. OTHER BUSINESS**

**A. Information: Items from Staff**

City Employee Waters – reported the installation of water meters is going well and currently about 600 have been installed.

City Administrator Lara – reported the Roundabout project has started up again and we will see closures of some streets next week. Edison is scheduled to power street lights that have been installed.

Student Representative Castillo – reported the Lisa Project provided great knowledge to the students regarding domestic violence. The Chalk Art event on Saturday was a great success. On Thursday an event will be held for those 17 and over regarding the importance of registering to vote and gaining knowledge regarding political issues. Spring break activities will be held all week at school. Baseball and Softball will play Farmersville at home. Softball will travel to a tournament on Saturday and Baseball will host a tournament this weekend at home.

**B. Information: Items from Council**

Councilmember Ortiz – reported the Woodlake Museum is now open on Friday’s from noon to 2 pm and Saturday’s from 10 am to 2 pm.

Mayor Mendoza – reported the State of the City address he gave last week went well. There were about 32 in attendance. He also announced he is running for State Assembly for the 26<sup>th</sup> District. He also reminded everyone to vote on Election Day and allow their voices to be heard.

**C. Request from Council Members for Future Agenda Items**

**VII. CLOSED SESSION**

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

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

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

Number of potential cases is: 1.

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

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

Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).

Parties, case/claim no. Sunset Waste

Case name unspecified because of jeopardy to settlement negotiations or service of process.

MEETING MOVED TO CLOSED SESSION AT 6:55 PM

MEETING RECONVENED AT 7:10 PM

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

## NOTICE TO THE PUBLIC

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### VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, March 28, 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 7:11 p.m.

Submitted by,

Irene Zacarias  
City Clerk

**City of Woodlake**  
**Summary of Disbursements and Payroll**  
**City Council Meeting : March 28, 2016**

**PAYROLL**

3/4/2016 (City)                      \$44,345.82  
 3/4/2016 (Fire)                      \$4,477.46

<b>Gross Payroll</b>	<b>\$48,823.28</b>
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**DISBURSMENTS / WARRANTS**

3/24/2016                              \$696,618.78

<b>Total Disbursements</b>	<b>\$696,618.78</b>
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**WIRES**

PAYROLL TAX WIRE	CITY		\$ 17,863.67
	FIRE		\$ 8,727.24

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

<b>Total Wire Amount Sent Out</b>	<b>\$</b>	<b>26,590.91</b>
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<b>Amount to be Approved</b>	<b>\$</b>	<b>772,032.97</b>
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I, Ramon Lara, certify under penalty of perjury that the above listed accounts are correct, due and payable to the best of my knowledge.

  
 \_\_\_\_\_  
 City Administrator, Ramon Lara

**Passed and adopted at a regular meeting of the City Council of the  
 City of Woodlake on the 28th day of March 2016.  
 by the following vote:**

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

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

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

PERIOD 1 DATING 2/14/2016- 2/27/2016 CHECK DATE 3/04/2016  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21536	3,675.70	208	1 STUB ONLY
21537	1,912.49	210	1 STUB ONLY
21538	1,009.45	206	1 STUB ONLY
21539	2,102.56	212	1 STUB ONLY
21540	1,773.25	207	1 STUB ONLY
21541	1,056.65	173	1 STUB ONLY
21542	2,852.06	511	1 STUB ONLY
21543	1,712.06	556	1 STUB ONLY
21544	1,773.66	539	1 STUB ONLY
21545	1,272.96	561	1 STUB ONLY
21546	390.24	560	1 STUB ONLY
21547	1,259.15	557	1 STUB ONLY
21548	2,579.32	549	1 STUB ONLY
21549	1,338.27	554	1 STUB ONLY
21550	1,500.48	552	1 STUB ONLY
21551	958.77	555	1 STUB ONLY
21552	1,245.59	553	1 STUB ONLY
21553	1,385.83	558	1 STUB ONLY
21554	1,150.07	551	1 STUB ONLY
21555	1,417.22	107	1 STUB ONLY
21556	660.73	213	1 STUB ONLY
21557	1,515.65	134	1 STUB ONLY
21558	1,319.75	205	1 STUB ONLY
21559	1,205.20	187	1 STUB ONLY
21560	1,166.85	159	1 STUB ONLY
21561	2,044.30	209	1 STUB ONLY
21562	1,944.47	211	1 STUB ONLY
21563	823.14	214	1 STUB ONLY
21564	1,299.95	188	1 STUB ONLY

PERIOD 1 DATING 2/14/2016- 2/27/2016 CHECK DATE 3/04/2016  
DIRECT DEPOSIT IS TURNED ON

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

44,345.82	*DIRECT DEPOSIT STUBS		29
0.00	*VENDOR DIR DEP STUBS		0

PERIOD 1 DATING 2/14/2016- 2/27/2016 CHECK DATE 3/04/2016

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

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

OTHER CHECKS

0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0
0.00	***GRAND TOTAL		

NON-NEGOTIABLE CHECKS

44,345.82	*DIRECT DEPOSIT STUBS		29
0.00	*VENDOR DIR DEP STUBS		0

44,345.82	**TOTAL NON-NEGOTIABLE CHECKS		29
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NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS		0
0.00	*VENDOR CHECKS		0
0.00	*BANK CHECKS		0
44,345.82	*DIRECT DEPOSIT STUBS		29
0.00	*VENDOR DIR DEP STUBS		0

44,345.82	***TOTAL NEGOTIABLE & NON-NEGOT		29
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0.00	*OTHER CHECKS		0
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44,345.82	***TOTAL NEG, NON-NEG, OTHER CHECKS		
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	TOTAL SEQ 1 FEMALES		7
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PAY INFORMATION

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

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GROSS PAY

CITY - PAY REPORT - PAYROLL #18  
02/14/16-02/27/16 PAYROLL DATE: 03/04/16

PR4B0R-V14.02 ACS Paymate

EMP #	CUR AMT	CUR HRS
511	3,435.92	80.00
213	2,792.00	66.00
556	2,514.55	82.00
214	2,179.05	86.00
159	1,541.30	81.25
539	2,770.15	80.00
188	2,023.47	80.00
561	1,600.00	80.00
209	2,474.39	80.00
560	444.46	30.00
557	1,669.85	80.00
208	5,211.84	80.00
173	1,692.01	80.00
549	3,920.77	80.00
554	1,669.85	80.00
210	2,657.08	80.00
211	2,449.39	80.00
206	1,444.61	80.00
205	1,734.72	87.67
552	2,045.57	92.00
555	1,244.31	80.00
134	2,251.74	86.00
553	1,669.85	80.00
558	1,720.00	84.00
107	2,190.93	82.50
212	2,718.47	80.00
187	1,516.61	80.00
207	2,657.09	80.00
551	2,108.19	94.00
	62,348.17	2,311.42
PAGE TOTALS ***	29 EMPLOYEES	
FEATURE TOTALS *	29 EMPLOYEES	2,311.42

CITY - PAY REPORT - PAYROLL #18      PR4B0R-V14.02      ACS Paymate  
 02/14/16-02/27/16 PAYROLL DATE: 03/04/16

EMP #	CUR AMT	CUR HRS
556	85.47	2.00
214	202.66	6.00
159	35.30	1.25
205	218.11	7.67
552	375.72	12.00
134	222.65	6.00
558	120.00	4.00
551	438.34	14.00
	1,698.25	52.92
PAGE TOTALS      ***	8 EMPLOYEES	
FEATURE TOTALS      *	8 EMPLOYEES	

PERIOD 1 DATING 2/14/2016- 2/27/2016 CHECK DATE 3/04/2016  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21533	1,630.30	4018	1 STUB ONLY
21534	1,615.96	4022	1 STUB ONLY
21535	1,231.20	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		
4,477.46	*DIRECT DEPOSIT STUBS	3
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 2/14/2016- 2/27/2016 CHECK DATE 3/04/2016

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

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

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
0.00	***GRAND TOTAL	

NON-NEGOTIABLE CHECKS

4,477.46	*DIRECT DEPOSIT STUBS	3
0.00	*VENDOR DIR DEP STUBS	0
4,477.46	**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
4,477.46	*DIRECT DEPOSIT STUBS	3
0.00	*VENDOR DIR DEP STUBS	0

4,477.46	***TOTAL NEGOTIABLE & NON-NEGOT	3
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0.00	*OTHER CHECKS	0
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4,477.46	***TOTAL NEG, NON-NEG, OTHER CHECKS	
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	TOTAL SEQ 1 FEMALES	0
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PAY INFORMATION

FEATURE DISTRIBUTION

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GROSS PAY

FIRE - GROSS REPORT - PAYROLL #18  
02/14/16-02/27/16 PAYROLL DATE: 03/04/16

PR4B0R-V14.02 ACS Paymate

EMP #	CUR AMT	CUR HRS
4018	2,098.92	80.00
4022	1,929.13	144.00
4035	1,655.22	144.00
3 EMPLOYEES	5,683.27	368.00
PAGE TOTALS ***		
FEATURE TOTALS *	5,683.27	368.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000100	TULARE COUNTY RECORDERS	61482	03/15/16	21.00
000494	STATE OF CA-EDD	61483	03/18/16	1,671.31
000799	STATE OF CALIFORNIA	61484	03/18/16	1,113.19
001418	SWRCB	61485	03/18/16	200.00
000034	A C S	61487	03/28/16	3,864.18
001086	ADSI	61488	03/28/16	1,200.00
001227	ANTHEM	61489	03/28/16	1,307.31
000334	BANK OF AMERICA	61490	03/28/16	1,768.02
001226	BENELECT	61491	03/28/16	775.00
001550	BROUGH CONSTRUCTION	61492	03/28/16	289,778.50
000351	BSK ASSOCIATES	61493	03/28/16	365.00
001553	CABRERA/MARY HELEN	61494	03/28/16	1,150.00
001019	CENTRAL SANITARY SUPPLY	61495	03/28/16	119.73
000587	CHARLESWORTH AUTOMOTIVE	61496	03/28/16	460.47
001338	CHEM QUIP, INC.	61497	03/28/16	921.60
000994	COMPANION ANIMAL MEDICAL	61498	03/28/16	42.00
000733	CRUZ-TA WELDING SHOP	61499	03/28/16	2,885.00
000069	CSJVRWA	61500	03/28/16	37,757.00
001421	D & D SERVICES	61501	03/28/16	271.98
000646	DEARBORN NATIONAL LIFE I	61502	03/28/16	585.00
001478	DENNY MAURER FRUIT CO IN	61503	03/28/16	70.00
000753	DEPARTMENT OF JUSTICE	61504	03/28/16	1,884.00
001551	EMERGENCY REPORTING	61505	03/28/16	7,383.83
001432	EMMETT'S EXCAVATION INC.	61506	03/28/16	129.43
000898	FOOTHILLS SUN-GAZETTE/TH	61507	03/28/16	2,200.00
001306	FORENSIC NURSE SPECIALIS	61508	03/28/16	2,400.00
001552	GOTT VIDEO INSPECTION	61509	03/28/16	3,275.43
000861	GROENIGER & CO.	61510	03/28/16	2,653.12
000846	GUARDIAN-APPLETON	61511	03/28/16	147.74
000497	HAAKER EQUIPMENT COMPANY	61512	03/28/16	296,244.30
001371	HD SUPPLY WATERWORKS	61513	03/28/16	150.00
001343	HEALTH WISE SERVICES	61514	03/28/16	1,338.09
000867	HIGH SIERRA LUMBER & SUP	61515	03/28/16	1,103.42
000542	K R C SAFETY CO., INC.	61516	03/28/16	61.02
000017	LUIS NURSERY	61517	03/28/16	47.31
000530	MONARCH FORD	61518	03/28/16	616.13
000038	OFFICE DEPOT	61519	03/28/16	54.21
60304	ORTA/LAURA	61520	03/28/16	52.48
001087	PROTECTION ONE	61521	03/28/16	571.17
001222	RAY MORGAN COMPANY	61522	03/28/16	90.13
60301	RENTERIA/ARMANDO	61523	03/28/16	6,650.00
001206	REYNOSO BUILDERS	61524	03/28/16	8.20
60303	ROJAS/MARIA DOLORES	61525	03/28/16	12,944.81
000024	SOUTHERN CALIF EDISON CO	61526	03/28/16	500.00
001178	SPENCE FENCE COMPANY INC	61527	03/28/16	3,600.57
001145	STANTEC CONSULTING SERVI	61528	03/28/16	22.00
001124	TF TIRE & SERVICE	61529	03/28/16	129.90
000509	TULARE COUNTY AUDITOR	61530	03/28/16	

ACS FINANCIAL SYSTEM  
03/24/2016 12:

Check Register

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CITY OF WOODLAKE

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000726	UNITED RENTALS NORTHWES	61531	03/28/16	85.32
001210	US BANK	61532	03/28/16	194.94
001146	USA BLUE BOOK	61533	03/28/16	112.37
000292	VANTAGEPOINT TRAN AGENT-	61534	03/28/16	8,344.14
.60302	VARO REAL INVESTMENTS	61535	03/28/16	85.00
000429	WOODLAKE LIONS CLUB	61536	03/28/16	650.00
BANK OF VISALIA				696,330.35

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ACS FINANCIAL SYSTEM  
03/24/2016 12:

BANK VENDOR

REPORT TOTALS:

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

CHECK#	DATE	AMOUNT
		696,330.35

RECORDS PRINTED = 000198

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A C S							
MONTHLY SERVICES 03/2016	3,087.74	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1245194		761 00006
RECEIPT PRNTR 03/16	776.44	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1250198		761 00048
	3,864.18	*VENDOR TOTAL					
ADSI							
RCRDS MNGMNT SYSTM 3/16	1,200.00	CONTRACTURAL SERVICES	001.0411.060.028		6706		761 00023
ANTHEM							
BILL'S INSURANCE 03/16	51.02	HEALTH INSURANCE	001.0403.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	49.71	HEALTH INSURANCE	001.0404.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	25.51	HEALTH INSURANCE	001.0405.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	53.51	HEALTH INSURANCE	001.0415.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	22.74	HEALTH INSURANCE	001.0416.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	86.51	HEALTH INSURANCE	001.0418.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	36.06	HEALTH INSURANCE	001.0421.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	120.80	HEALTH INSURANCE	001.0422.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	70.14	HEALTH INSURANCE	061.0461.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	312.30	HEALTH INSURANCE	062.0462.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	287.60	HEALTH INSURANCE	063.0463.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	109.41	HEALTH INSURANCE	021.0424.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	47.97	HEALTH INSURANCE	029.0429.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	24.81	HEALTH INSURANCE	032.0440.050.008		APRIL 2016		761 00004
BILL'S INSURANCE 03/16	9.22	HEALTH INSURANCE	001.0402.050.008		APRIL 2016		761 00004
	1,307.31	*VENDOR TOTAL					
BANK OF AMERICA							
EARTHLINK 03/2016	12.90	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				761 00064
AMAZON 03/2016	202.14	OFFICE SUPPLIES	063.0463.060.023				761 00065
AMAZON 03/2016	202.15	OFFICE SUPPLIES	062.0462.060.023				761 00066
USPS 03/2016	22.95	POSTAGE	001.0410.060.022				761 00067
AMAZON 03/2016	45.99	COMMUNITY PROMOTION FUND	001.0409.060.066				761 00068
AMAZON 03/2016	6.47	OFFICE SUPPLIES	001.0410.060.023				761 00069
EARTHLINK 03/2016	12.90	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				761 00070
AMAZON 03/2016	28.88	COMMUNITY PROMOTION FUND	001.0409.060.066				761 00071
M VILLEGAS LUNCH 03/16	8.12	CONTRACTURAL SERVICES	001.0411.060.028				761 00072
ADOBE SERVICES 03/2016	79.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				761 00073
SEARS TOOLS 03/2016	75.75	SPECIAL DEPARTMENT EXPEN	001.0418.060.029				761 00074
M VILLEGAS LNCH 03/16	10.79	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				761 00075
AMAZON 03/2016	49.98	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				761 00076
SUBWAY 03/2016	140.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				761 00077
ROCHIN TRAINING 03/16	17.42	TRAINING (POST REIMBURSE	001.0411.060.036				761 00078
ROCHIN TRAINING 03/16	22.78	TRAINING (POST REIMBURSE	001.0411.060.036				761 00079
ROCHIN TRAINING 03/16	10.83	TRAINING (POST REIMBURSE	001.0411.060.036				761 00080
ROCHIN TRAINING 03/16	18.44	TRAINING (POST REIMBURSE	001.0411.060.036				761 00081
ROCHIN TRAINING 03/16	26.15	TRAINING (POST REIMBURSE	001.0411.060.036				761 00082
ROCHIN TRAINING 03/16	22.07	TRAINING (POST REIMBURSE	001.0411.060.036				761 00083
ROCHIN TRAINING 03/16	8.76	TRAINING (POST REIMBURSE	001.0411.060.036				761 00084
ROCHIN TRAINING 03/2016	941.79	TRAINING (POST REIMBURSE	001.0411.060.036				761 00085
ROCHIN TRAINING 03/16	432.40CR	TRAINING (POST REIMBURSE	001.0411.060.036				761 00086
DOG SUPPLIES MEEKA 03/16	145.89	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				761 00108

VENDOR NAME DESCRIPTION	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BANK OF AMERICA VEHICLE HEADLIGHTS 03/16	VEHICLE MAINTENANCE/OPER *VENDOR TOTAL	001.0411.060.032				761 00109
AMOUNT						
		87.29				
		1,768.02				
BENELECT EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0403.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0404.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0405.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0415.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0416.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0418.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0421.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0422.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	061.0461.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	062.0462.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	063.0463.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	021.0424.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	029.0429.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	032.0440.050.008		APRIL 2016		761 00087
EMPLOYEES & RTREES 03/16	HEALTH INSURANCE	001.0402.050.008		APRIL 2016		761 00087
PD EXPENSE 03/2016	HEALTH INSURANCE	001.0411.050.008		APRIL 2016		761 00088
FIRE DEPT EXPENSE 03/16	HEALTH INSURANCE	004.0414.050.008		APRIL 2016		761 00089
ADMIN. 03/2016	HEALTH INSURANCE	001.0403.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0404.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0405.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0415.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0416.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0418.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0421.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0422.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	061.0461.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	062.0462.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	063.0463.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	021.0424.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	029.0429.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	032.0440.050.008		APRIL 2016		761 00090
ADMIN. 03/2016	HEALTH INSURANCE	001.0402.050.008		APRIL 2016		761 00090
AMOUNT		775.00				
BROUGH CONSTRUCTION 2015 WATER METERS 03/16	CONTRACTURAL SERVICES	063.0463.060.028	1			761 00040
AMOUNT		289,778.50				
BSK ASSOCIATES BACI 03/2016	CONTRACTURAL SERVICES	063.0463.060.028		A604502		761 00008
WEEKLY EFFLUENT 03/2016	CONTRACTURAL SERVICES	062.0462.060.028		A604940		761 00019
WEEKLY INFLUENT 03/16	CONTRACTURAL SERVICES	063.0463.060.028		A605172		761 00012
AMOUNT		365.00				
CABRERA/MARY HELEN PRPRTY AQSTN 03/2016	CONTRACTURAL SERVICES	023.0590.734.028				761 00058
AMOUNT		1,150.00				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CENTRAL SANITARY SUPPLY CLEANING SUPPLIES 03/16	119.73	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		684263		761 00054
CHARLESWORTH AUTOMOTIVE SERVICES 03/2016	370.47	CONTRACTURAL SERVICES	001.0411.060.028		1024920		761 00018
SERVICES 03/2016	90.00	CONTRACTURAL SERVICES	001.0411.060.028		1024928		761 00015
	460.47	*VENDOR TOTAL					
CHEM QUIP, INC. 30 GL CHLRN 03/2016	921.60	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		5433125		761 00001
COMPANION ANIMAL MEDICAL EXAM FOR MEEKA 03/2016	42.00	CONTRACTURAL SERVICES	001.0411.060.028		256352		761 00017
CRUZ-TA WELDING SHOP RPR CTY DMP TRCK 03/16	440.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		7872		761 00024
WNNS RSTRM FRAMES 3/16	2,445.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		7876		761 00049
	2,885.00	*VENDOR TOTAL					
CSJVRMA							
LIABILITY PROG. 03/2016	11,521.00	INSURANCE & BONDING	001.0410.060.027		RMA-2016-0234		761 00013
WRKS COMP PROG. 03/2016	601.46	WORKER'S COMPENSATION	IN 001.0403.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	877.85	WORKER'S COMPENSATION	IN 001.0404.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	300.58	WORKER'S COMPENSATION	IN 001.0405.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	11,591.87	WORKER'S COMPENSATION	IN 001.0411.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	295.81	WORKER'S COMPENSATION	IN 001.0415.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	250.58	WORKER'S COMPENSATION	IN 001.0416.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	837.08	WORKER'S COMPENSATION	IN 001.0418.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	332.72	WORKER'S COMPENSATION	IN 001.0421.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	1,017.30	WORKER'S COMPENSATION	IN 001.0422.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	803.66	WORKER'S COMPENSATION	IN 061.0461.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	3,812.58	WORKER'S COMPENSATION	IN 062.0462.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	3,144.88	WORKER'S COMPENSATION	IN 063.0463.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	1,046.29	WORKER'S COMPENSATION	IN 021.0424.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	403.43	WORKER'S COMPENSATION	IN 029.0429.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	592.22	WORKER'S COMPENSATION	IN 032.0440.050.007		RMA-2016-0234		761 00014
WRKS COMP PROG. 03/2016	327.69	WORKER'S COMPENSATION	IN 001.0402.050.007		RMA-2016-0234		761 00014
	37,757.00	*VENDOR TOTAL					
D & D SERVICES							
ANIMAL DISPOSAL 03/2016	275.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		23693		761 00037
DEARBORN NATIONAL LIFE I							
CITY EMPLOYEES 03/16	7.02	HEALTH INSURANCE	001.0403.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	6.84	HEALTH INSURANCE	001.0404.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	3.51	HEALTH INSURANCE	001.0405.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	7.36	HEALTH INSURANCE	001.0415.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	3.13	HEALTH INSURANCE	001.0416.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	11.91	HEALTH INSURANCE	001.0418.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	4.96	HEALTH INSURANCE	001.0421.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	16.63	HEALTH INSURANCE	001.0422.050.008		MAY 2016		761 00091

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DEARBORN NATIONAL LIFE I CITY EMPLOYEES 03/16	9.65	HEALTH INSURANCE	061.0461.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	42.99	HEALTH INSURANCE	062.0462.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	39.59	HEALTH INSURANCE	063.0463.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	15.06	HEALTH INSURANCE	021.0424.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	6.60	HEALTH INSURANCE	029.0429.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	3.41	HEALTH INSURANCE	032.0440.050.008		MAY 2016		761 00091
CITY EMPLOYEES 03/16	1.32	HEALTH INSURANCE	001.0402.050.008		MAY 2016		761 00091
PD EMPLOYEES 02/2016	271.98	*VENDOR TOTAL	001.0411.050.008		MAY 2016		761 00092
DENNY MAURER FRUIT CO IN GRND SPRAY 03/2016	585.00	CONTRACTURAL SERVICES	001.0421.060.028		746		761 00038
DEPARTMENT OF JUSTICE BLD ALCHL ANALYSIS 3/16	70.00	CONTRACTURAL SERVICES	001.0411.060.028		155895		761 00016
EMERGENCY REPORTING REPORTING SYSTEM 03/2016	1,884.00	CONTRACTURAL SERVICES	004.0414.060.028		2016-1144		761 00046
EMMETT'S EXCAVATION INC. DEMO SENIOR CNTR 03/16	7,383.83	CONTRACTURAL SERVICES	001.0421.060.028		16-103		761 00104
FOOTHILLS SUN-GAZETTE/TH PUBLIC NTC LEGAL 03/16	20.88	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		44212		761 00103
PUBLIC HEARING ANNEX 3/16	108.55	ADVERTISING & PUBLICATIO	001.0405.060.031		44226		761 00102
	129.43	*VENDOR TOTAL					
FORENSIC NURSE SPECIALIS A WOODS 15-1393 03/2016	1,100.00	CONTRACTURAL SERVICES	001.0411.060.028		2116		761 00057
V RAMIREZ 16-0060 03/16	1,100.00	CONTRACTURAL SERVICES	001.0411.060.028		2150		761 00056
	2,200.00	*VENDOR TOTAL					
GOTT VIDEO INSPECTION 10" SEWER MAIN 03/2016	400.00	CONTRACTURAL SERVICES	062.0462.060.028		357		761 00053
GROENIGER & CO. SUPPLIES 03/2016	1,856.11	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		1156225		761 00022
BACKFLOW ENCLSRE 3/16	657.92	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		1157050		761 00041
SUPPLIES 03/2016	761.40	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		1158856		761 00039
	3,275.43	*VENDOR TOTAL					
GUARDIAN-APPLETON EMPLYR CONTRBTNS 03/2016	61.18	HEALTH INSURANCE	001.0403.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	59.61	HEALTH INSURANCE	001.0404.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	30.59	HEALTH INSURANCE	001.0405.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	64.17	HEALTH INSURANCE	001.0415.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	27.27	HEALTH INSURANCE	001.0416.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	103.74	HEALTH INSURANCE	001.0418.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	43.25	HEALTH INSURANCE	001.0421.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	144.87	HEALTH INSURANCE	001.0422.050.008		APRIL 2016		761 00105

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GUARDIAN-APPLETON EMPLYR CONTRBTNS 03/2016	84.11	HEALTH INSURANCE	061.0461.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	374.51	HEALTH INSURANCE	062.0462.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	344.89	HEALTH INSURANCE	063.0463.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	131.21	HEALTH INSURANCE	021.0424.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	57.53	HEALTH INSURANCE	029.0429.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	29.76	HEALTH INSURANCE	032.0440.050.008		APRIL 2016		761 00105
EMPLYR CONTRBTNS 03/2016	11.03	HEALTH INSURANCE	001.0402.050.008		APRIL 2016		761 00105
PD EMPLOYEES 03/2016	707.02	HEALTH INSURANCE	001.0411.050.008		APRIL 2016		761 00106
FIRE EMPLOYEES 03/16	378.38	HEALTH INSURANCE	004.0414.050.008		APRIL 2016		761 00107
	2,653.12	*VENDOR TOTAL					
HAAKER EQUIPMENT COMPANY SUPPLIES 03/2016	147.74	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		20581		761 00050
HD SUPPY WATERWORKS METERS 03/2016	257,932.65	CONTRACTURAL SERVICES	063.0463.060.028		F144803		761 00043
SUPPLIES 03/2016	38,311.65	CONTRACTURAL SERVICES	063.0463.060.028		F192195		761 00042
	296,244.30	*VENDOR TOTAL					
HEALTH WISE SERVICES MED WSTE KIOSK 03/2016	150.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		0000012616		761 00007
HIGH SIERRA LUMBER & SUP SUPPLIES 03/2016	1,338.09	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		30190789		761 00010
K R C SAFETY CO., INC. HNDICP PRKNG 03/2016	43.05	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		24928		761 00002
HNDICP PRKNG 03/2016	43.05	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		24928		761 00003
BOLT FLANGE 03/2016	17.32	SPECIAL DEPARTMENT EXPEN	001.0422.060.029		24934		761 00009
	103.42	*VENDOR TOTAL					
LUIS NURSERY SUPPLIES 03/2016	61.02	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		31759		761 00021
MONARCH FORD LAMP ASY 03/2016	47.31	VEHICLE MAINTENANCE/OPER	001.0411.060.032		93837		761 00100
OFFICE DEPOT PENS/SHARPNR 03/16	58.05	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		823324663001		761 00099
PAPER/TONER 03/16	356.77	OFFICE SUPPLIES	001.0411.060.023		823975306001		761 00097
CD'S 100 PK 03/2016	33.85	OFFICE SUPPLIES	001.0411.060.023		823975401001		761 00096
GLUE 03/2016	2.47	OFFICE SUPPLIES	001.0411.060.023		823975402001		761 00098
MNTNG BRKETS 03/2016	27.56	OFFICE SUPPLIES	001.0410.060.023		826818101001		761 00094
PAPER 03/2016	137.43	OFFICE SUPPLIES	001.0410.060.023		826818102001		761 00095
	616.13	*VENDOR TOTAL					
ORTA/LAURA WTR DEP RFND 03/2016	54.21	UTILITY DEPOSITS	001.0000.200.034				761 00063

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PROTECTION ONE ALARM SERVICES 03/2016	52.48	CONTRACTURAL SERVICES	063.0463.060.028				761 00005
RAY MORGAN COMPANY CITY PRNTR MAINT. 03/16	571.17	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1175028		761 00093
RENTERIA/ARMANDO WTR DEP RFND 03/2016	90.13	UTILITY DEPOSITS	001.0000.200.034				761 00060
REYNOSO BUILDERS SIDEWALK 03/2016	3,850.00	CONTRACTURAL SERVICES	063.0463.060.028				761 00052
SEWER LATERAL 03/2016	2,800.00	CONTRACTURAL SERVICES	062.0462.060.028		102 W NARANJO		761 00051
	6,650.00	*VENDOR TOTAL					
ROJAS/MARIA DOLORES WTR DEP RFND 03/2016	8.20	UTILITY DEPOSITS	001.0000.200.034				761 00062
SOUTHERN CALIF EDISON CO CITY ADMIN BLDG 03/16	534.57	UTILITIES	001.0410.060.021				761 00029
WTR DEPT. 03/2016	3,173.29	UTILITIES	063.0463.060.021				761 00030
MAINT. SHOP 03/2016	224.53	UTILITIES	001.0418.060.021				761 00031
PARKS DEPT. 03/2016	90.16	UTILITIES	001.0421.060.021				761 00032
SEWER DEPT. 03/2016	5,210.18	UTILITIES	062.0462.060.021				761 00033
AIRPORT DEPT. 03/2016	72.12	UTILITIES	041.0441.060.021				761 00034
SEWERS LIGHTING 03/16	381.60	UTILITIES	029.0429.060.021				761 00035
STREETS DEPT. 03/2016	3,045.51	UTILITIES	001.0422.060.021				761 00036
FIRE STATION 03/2016	212.85	UTILITIES	004.0414.060.021				761 00047
	12,944.81	*VENDOR TOTAL					
SPENCE FENCE COMPANY INC CHAIN LINK FENCE 03/2016	500.00	CONTRACTURAL SERVICES	001.0410.060.028		5177		761 00055
STANTEC CONSULTING SERVI ON CALL RPRTING 03/2016	1,719.00	CONTRACTURAL SERVICES	062.0462.060.028		1005110		761 00011
WDLK ONCLL RPRTING 03/16	1,881.57	CONTRACTURAL SERVICES	062.0462.060.028		1023366		761 00028
	3,600.57	*VENDOR TOTAL					
STATE OF CA-EDD DTY ST TAX DEP 03/2016	1,671.31	WITHHOLDING TAX-STATE	001.0000.200.028				777 00003
STATE OF CALIFORNIA FIRE ST TAX DEP 03/16	113.19	WITHHOLDING TAX-STATE	004.0000.200.028				777 00004
SWRCB APP FEE WDLK PLZA 03/16	200.00	SPECIAL DEPARTMENT EXPEN	001.0416.060.029		APP ID#470703		777 00001
TF TIRE & SERVICE VEHICLE MAINT. 03/16	22.00	VEHICLE MAINTENANCE/OPER	004.0414.060.032		181811		761 00044

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TULARE COUNTY AUDITOR FIRE TAX REPORT 03/2016	129.90	SPECIAL DEPARTMENT EXPEN	004.0414.060.029				761 00045
TULARE COUNTY RECORDERS DTH CERT. ROBINSON 03/16	21.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029				777 00002
UNITED RENTALS NORTHWES SUPPLIES 03/2016	85.32	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		135892317-001		761 00025
US BANK PD PRINTER 03/2016	194.94	CONTRACTURAL SERVICES	001.0411.060.028		299789396		761 00101
USA BLUE BOOK SS BARREL LCK W/CAP 3/16	112.37	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		894630		761 00059
VANTAGEPOINT TRAN AGENT- ICMA 03/2016 ICMA 03/2016	4,165.82 4,178.32 8,344.14	DEFERRED COMPENSATION DEFERRED COMPENSATION *VENDOR TOTAL	001.0000.200.040 001.0000.200.040		FEBRUARY 2016 MARCH 2016		761 00026 761 00027
VARO REAL INVESTMENTS WTR DEP RFND 03/2016	85.00	UTILITY DEPOSITS	001.0000.200.034				761 00061
WOODLAKE LIONS CLUB 2016 JULY SNL 03/2016	650.00	CONTRACTURAL SERVICES	001.0403.060.028		VIP		761 00020

ACS FINANCIAL SYSTEM  
03/24/2016 12:16:52

VENDOR NAME  
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

GL540R-V08.00 PAGE 8  
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
696,330.35					

RECORDS PRINTED = 000198

Schedule of Bills

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

DATE	APPROVED BY
.....	.....
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ACS FINANCIAL SYSTEM  
03/24/2016 12:

Check Register  
GL540R-V08.00 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001242	KAWEAH DELTA MEDICAL CEN	13582	10/26/15	142.30
001266	MINIERRAL KING RADIOLOGIC	13625	03/02/16	15.80
001554	SIERRA VIEW DISTRICT HOS	13626	03/02/16	68.71
001242	KAWEAH DELTA MEDICAL CEN	13627	03/02/16	61.62
BANK OF VISALIA				288.43

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ACS FINANCIAL SYSTEM  
03/24/2016 12:

BANK VENDOR

REPORT TOTALS:

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

CHECK#      DATE      AMOUNT

288.43

RECORDS PRINTED = 000032



ACS FINANCIAL SYSTEM  
03/24/2016 12:25:46

VENDOR NAME  
DESCRIPTION

REPORT TOTALS:

Schedule of Bills

GL540R-V08.00 PAGE 2  
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
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288.43

RECORDS PRINTED - 000032

Schedule of Bills

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

DATE	APPROVED BY
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# City of Woodlake

## **AGENDA ITEM IV-C**

**March 28, 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 26<sup>th</sup> day of May 2015 by Resolution No. 15-45.

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

### **DISCUSSION:**

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

The City 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 26<sup>th</sup> day of May 2015 by Resolution No. 15-45; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 28th day of March 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 March 28, 2016.

AYES:  
NOES:  
ABSTAIN  
ABSENT:

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

ATTEST:

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

# City of Woodlake

## **AGENDA ITEM IV-D**

**March 28, 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 26<sup>th</sup> day of May 2015 by Resolution No. 15-45 and by Resolution No. 15-46 the Council approved an exemption pursuant to the California Environmental Quality Act (CEQA), and State CEQA Guidelines relating to the environmental evaluation of the City of Woodlake Water Well Project. On June 22, 2015 by Resolution No. 15-59 Council approved emergency expenditures for the development and implementation of the City of Woodlake Well Project 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 26<sup>th</sup> of May 2015 by Resolution No. 15-45; and

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

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

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

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED** that on the 22<sup>nd</sup> 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 28th day of March 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 March 28, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

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

# City of Woodlake

## **AGENDA ITEM IV-E**

**March 28, 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# 060-160-012 (Cabrera) | \$1,150.00 |
|-------------------------------|------------|

### **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)

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

In the matter of:

APPROVAL OF THE RIGHT OF WAY AGREEMENTS, ) Resolution No.  
GRANT DEEDS, TEMPORARY CONSTRCUTION )  
EASEMENT DEEDS AND FUND DISBURSEMENTS )  
FOR THOSE PROPERTIES ASSOCIATED WITH THE )  
CITY OF WOODLAKE SOUTH VALENACIA ADA PROJECT )

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Approve the 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.

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

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

WHEREAS, the following property owners have agreed to sell the necessary right-of-way at its valuation amount for the construction of the City of Woodlake South Valencia ADA Project:

- 1. APN# 060-160-012 (Cabrera) \$1,150.00

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 authorizes 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 March 28, 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)**

<b>Owner</b>	<b>Valuation Amount</b>	
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
<b>Total</b>		<b>\$83,975</b>

**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;

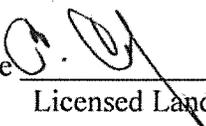
Thence, West, 160 feet, to the West line of said Lot 181;

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

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**TEMPORARY CONSTRUCTION EASEMENT DEED**  
(To The City of Woodlake)

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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*



11-12-15

# City of Woodlake

## **AGENDA ITEM IV-F**

**March 28, 2016**

**Prepared by Irene Zacarias, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approve the Agreement Between the County of Tulare and the City of Woodlake for the Sheriff's Work Alternative Program

### **BACKGROUND:**

The Board of Supervisors of the County of Tulare has authorized the Sheriff of Tulare County to establish a Sheriff's Work Alternative Program (SWAP) as provided in California Penal Code 4024.2. Under the program, qualified minor offenders committed to a County correctional facility for no more than ninety (90) days may volunteer to work under the program in lieu of confinement in a correctional facility. The City of Woodlake has participated in the program in the past.

### **DISCUSSION:**

Such work shall consist of labor to improve public facilities, such as streets and parks. The program is of no cost to the City of Woodlake other than the necessary insurance requirements that are set forth by the County of Tulare. Those requirements are met through the Risk Management Agency package that the City carries for general liability, automobile liability, workers compensation and employer's liability.

On a daily basis, City of Woodlake staff will pick-up four to six participants of the program and transport them to the City to perform manual labor at multiple City facilities. The program has been a success in the past and continues to be an invaluable part of the day to day maintenance duties that the City requires.

### **RECOMMENDATIONS:**

Staff recommends that Council approve the agreement with the County of Tulare to participate in the Sheriff's Work Alternative Program. The program is of no cost to the City of Woodlake.

### **FISCAL IMPACT:**

There is no fiscal impact.

**ATTACHMENTS:**

1. Resolution: Approval of the Agreement Between the County of Tulare and the City of Woodlake for the Work Alternative Program
2. Agreement Between the County of Tulare and the City of Woodlake



1 **AGREEMENT**  
2 **(WORK ALTERNATIVE PROGRAM)**

3 **THIS AGREEMENT**, is entered into as of \_\_\_\_\_, between  
4 the COUNTY OF TULARE, referred to as COUNTY, and  
5 \_\_\_\_\_, referred to as  
6 CONTRACTOR, with reference to the following:

7 A. The Board of Supervisors of the COUNTY has authorized the Sheriff of  
8 Tulare County to establish a Work Alternative Program as provided in California Penal  
9 Code §4024.2.

10 B. Under the Work Alternative Program, qualified minor offenders  
11 committed to a COUNTY correctional facility for no more than Ninety (90) days  
12 ("Participants") may volunteer to work under the program in lieu of confinement in a  
13 correctional facility.

14 C. Such work shall consist of labor to improve or maintain levees or public  
15 facilities, including, but not limited to, streets, parks and schools, and manual labor  
16 in support of certain nonprofit organizations as approved by the Sheriff.

17 D. The Board of Supervisors of the COUNTY has prescribed reasonable  
18 rules and regulations under which the Work Alternative Program is to be operated.

19 E. CONTRACTOR desires to utilize Participants in accordance with those  
20 rules and regulations, and as hereinafter provided.

21 **ACCORDINGLY, IT IS AGREED:**

22 1. **PARTICIPATION:** Subject to availability, the Sheriff shall provide  
23 Participants to CONTRACTOR to perform manual labor as authorized by Penal Code  
24 §4024.2 for a minimum of 8 and a maximum of 10 hours each work day.

25 2. **RULES AND REGULATIONS:** CONTRACTOR shall comply with the  
26 Rules and Regulations of the Work Alternative Program as they appear in Exhibit "A"

27 ///

28 TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

1 attached hereto, and as they may be modified or amended from time to time by the  
2 Board of Supervisors of the COUNTY.

3           **3. SUPERVISION:** CONTRACTOR shall be solely responsible to  
4 supervise and control any and all Participants provided under this Agreement, and  
5 CONTRACTOR shall avoid contact between Participants and members of the public,  
6 employees and volunteers, except as may be necessary to assure safety and quality  
7 of the work to be accomplished. Participants shall only be supervised by responsible  
8 individuals who have been approved and appointed by the Sheriff, and  
9 CONTRACTOR shall employ sufficient numbers of such individuals to permit  
10 constant and effective supervision of any and all Participants assigned to  
11 CONTRACTOR at any one time.

12           The Sheriff may conduct job site inspections to verify that proper supervision  
13 is being utilized, and may immediately terminate this Agreement and suspend  
14 CONTRACTOR's use of labor by Participants if he finds violations of this Section or  
15 of any other term and/or condition of this Agreement. His determination of such a  
16 violation shall be final and binding upon CONTRACTOR.

17           **4. MATERIALS, SUPPLIES, ETC.:** CONTRACTOR shall supply any  
18 and all materials, supplies, equipment and tools that may be required to accomplish  
19 the work to be performed by Participants at its own cost and expense.

20           **5. SAFETY:** At its own cost and expense, CONTRACTOR shall  
21 provide necessary safety equipment, including, but not limited to, any safety  
22 equipment which may be required by any Federal, State or local law, rule or  
23 regulation. CONTRACTOR shall maintain a safe working environment at all times,  
24 which shall include placement and maintenance of appropriate safety warning signs  
25 and proper traffic control. CONTRACTOR shall also provide safety instructions,  
26 whenever necessary or prudent, and shall appropriately interpret such instructions to  
27 the Participants under its supervision.

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**6. TRANSPORTATION:** At its own cost and expense, CONTRACTOR shall provide appropriate, safe, and secure transportation for all Participants between job sites. Participants shall not be permitted to operate vehicular equipment at any time.

**7. WORKERS' COMPENSATION:** For purposes of applicability of the Workers' Compensation laws, insofar as Participants could be considered employees under such laws, they shall be considered employees of the CONTRACTOR and not of the COUNTY.

**8. INSURANCE:** CONTRACTOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under this Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors, if applicable.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1188) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability.
- 2. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto".
- 3. Workers' Compensation insurance as required by the Labor Code of the State of California, which shall include coverage for any and all participants provided to

///

1 CONTRACTOR during the term of this Agreement, and  
2 Employer's Liability Insurance.

3 **B. MINIMUM LIMITS OF INSURANCE**

4 CONTRACTOR shall maintain limits no less than:

- 5 1. General Liability: \$1,000,000 combined single limit per  
6 occurrence for bodily injury, personal injury and property  
7 damage. If Commercial General Liability Insurance or  
8 other form with a general aggregate limit is used, either  
9 the general aggregate limit shall apply separately to the  
10 subject of this Agreement, or the general aggregate limit  
11 shall be twice the required occurrence limit.
- 12 2. Automobile Liability: \$1,000,000 combined single limit  
13 per accident for bodily injury and property damage.
- 14 3. Workers' Compensation and Employers Liability:  
15 Workers' Compensation limits as required by the Labor  
16 Code of the State of California and Employers Liability  
17 limits of \$1,000,000 per accident.

18 **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

19 Any deductibles or self-insured retentions must be declared to and  
20 approved by the COUNTY.

21 **D. OTHER INSURANCE PROVISIONS**

22 The policies are to contain, or be endorsed to contain, the  
23 following provisions:

24 1. **General Liability and Automobile**

- 25 a. The COUNTY, its officers, officials, employees,  
26 agents and volunteers are to be covered as  
27 additional insureds, and the coverage shall contain  
28 no special limitations on the scope of protection

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afforded to the COUNTY, its officers, officials, employees, agents or volunteers.

b. The CONTRACTOR'S insurance shall be primary insurance. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Worker's Liability and Employers Liability

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officers, officials, employees, agents and volunteers for losses arising out of activities which are the subject of this Agreement.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

E. ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with a current rating given by A.M. Best & Co. of no less than A:VII.

F. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the Clerk of the Board of Supervisors certificates of insurance with original endorsements effecting coverage required in form acceptable to the COUNTY. The

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certificates and endorsements for each insurance policy are to be signed by a person authorized to bind coverage on behalf of the applicable insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

**G. SELF-INSURANCE**

In lieu of any or all of the insurance coverage required above, COUNTY may accept evidence of a program of self-insurance, subject to review and approval of the Risk Manager for the COUNTY. CONTRACTOR shall maintain adequate reserves at all times to cover any claims which may arise out of its performance under this Agreement.

**9. COMPLIANCE WITH LAW:** CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations and directives.

**10. RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to its performance under this Agreement. All such records shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available to the Sheriff of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

**11. INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, which any third party or entity asserts to have arisen out of the activities of CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

1                   **12. TERMINATION:** The right to terminate this Agreement under this  
2 provision may be exercised without prejudice to any other right or remedy to which  
3 the terminating party may be entitled at law or under this Agreement.

4                   (a) Without Cause: Either party shall have the right to terminate  
5 this Agreement without cause by giving the other party THIRTY (30) days prior  
6 written notice of its intention to terminate pursuant to this provision, specifying the  
7 date of termination.

8                   (b) With Cause: This Agreement may be terminated by either  
9 party should the other party:

- 10                               (1) be adjudged a bankrupt, or
- 11                               (2) become insolvent or have a receiver appointed, or
- 12                               (3) make a general assignment for the benefit of creditors,  
13   or
- 14                               (4) suffer any judgment which remains unsatisfied for 30  
15   days, and which would substantively impair the ability  
16   of the judgment debtor to perform under this  
17   Agreement, or
- 18                               (5) materially breach this Agreement.

19                   For any of the occurrences except item (5), termination may be effected upon  
20 written notice by the terminating party specifying the date of the termination. Upon  
21 a material breach, the Agreement may be terminated following the failure of the  
22 defaulting party to remedy the breach to the satisfaction of the non-defaulting party  
23 within FIVE (5) days of written notice specifying the breach. If the breach is not  
24 remedied within that FIVE (5) day period, the non-defaulting party may terminate the  
25 agreement on further written notice specifying the date of termination.

26                   If the nature of the breach is such that it cannot be cured within a FIVE (5)  
27 day period, the defaulting party may, submit a written proposal within that period  
28 which sets forth a specific means to resolve the default. If the non-defaulting party

1 consents to that proposal in writing, which consent shall not be unreasonably  
2 withheld, the defaulting party shall immediately embark on its plan to cure. If the  
3 default is not cured within the time agreed, the non-defaulting party may terminate  
4 upon written notice specifying the date of termination.

5 (c) Effects of Termination: Termination of this Agreement shall  
6 not terminate any obligations to indemnify, to maintain and make available any  
7 records pertaining to the Agreement, to cooperate with any audit, to be subject to  
8 offset, or to make any reports of pre-termination contract activities.

9 **13. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents  
10 the entire agreement between CONTRACTOR and COUNTY as to its subject matter  
11 and no prior oral or written understanding shall be of any force or effect. No part of  
12 this Agreement may be modified without the written consent of both parties.

13 **14. HEADINGS:** Section headings are provided for organizational  
14 purposes only and do not in any manner affect the scope, meaning or intent of the  
15 provisions under the headings.

16 **15. NOTICES:** Except as may be otherwise required by law, any notice  
17 to be given shall be written and shall be either personally delivered, sent by ///  
18 facsimile transmission or sent by first class mail, postage prepaid and addressed as  
19 follows:

20 **COUNTY:**

21 Tulare County Sheriff  
22 Work Alternative Program  
23 3600 Road 112  
24 Visalia, CA 93291

(Fax No.: ~~(559)~~ 730-2643 / Confirming No.: ~~(559)~~ 735-1931

25 **CONTRACTOR:**

26  
27  
28 (Fax No.: \_\_\_\_\_ / Confirming No.: \_\_\_\_\_)

1 Notice delivered personally or sent by facsimile transmission is deemed to be  
2 received upon receipt. Notice sent by first class mail shall be deemed received on  
3 the fourth day after the date of mailing. Either party may change the above address  
4 by giving written notice pursuant to this paragraph.

5 **16. CONSTRUCTION:** This Agreement reflects the contributions of  
6 both parties and accordingly the provisions of Civil Code section 1654 shall not  
7 apply to address and interpret any uncertainty.

8 **17. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically  
9 set forth, the parties to this Agreement do not intend to provide any other party with  
10 any benefit or enforceable legal or equitable right or remedy.

11 **18. WAIVERS:** The failure of either party to insist on strict compliance  
12 with any provision of this Agreement shall not be considered a waiver of any right to  
13 do so, whether for that breach or any subsequent breach. The acceptance by either  
14 party of either performance or payment shall not be considered to be a waiver of any  
15 preceding breach of the Agreement by the other party.

16 **19. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this  
17 Agreement are fully incorporated into and are integral parts of this Agreement.

18 **20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This  
19 Agreement is subject to all applicable laws and regulations. If any provision of this  
20 Agreement is found by any court or other legal authority, or is agreed by the parties,  
21 to be in conflict with any code or regulation governing its subject, the conflicting  
22 provision shall be considered null and void. If the effect of nullifying any conflicting  
23 provision is such that a material benefit of the Agreement to either party is lost, the  
24 Agreement may be terminated at the option of the affected party. In all other cases  
25 the remainder of the Agreement shall continue in full force and effect.

26 **21. FURTHER ASSURANCES:** Each party agrees to execute any  
27 additional documents and to perform any further acts which may be reasonably  
28 required to effect the purposes of this Agreement.

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**22. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR**

expressly agrees that it will not discriminate in on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

**23. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in

this Agreement, no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

**24. TERM:** This Agreement shall become effective

\_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless terminated sooner as provided in this Agreement.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By \_\_\_\_\_

County Administrative Officer

CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy

JGL1459.WR2.070695

# City of Woodlake

## **AGENDA ITEM IV-G**

**March 28, 2016**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Deny Claim for Damages from Aimee Day filed on September 30, 2015 and October 16, 2015

### **BACKGROUND:**

A claim can be filed by any person who believes he or she has been injured or damaged by a public entity or a public employee. The person must file a written claim with the public entity, and the entity must reject it before a lawsuit against the entity and/or employee may be filed in court.

### **DISCUSSION:**

The City of Woodlake has received a claim for damages from Aimee Day. The claim is attached for reference.

### **RECOMMENDATIONS:**

Staff recommends that Council authorize the approval to Deny Claim for Damage form Aimee Day.

### **FISCAL IMPACT:**

There is no fiscal impact.

### **ATTACHMENTS:**

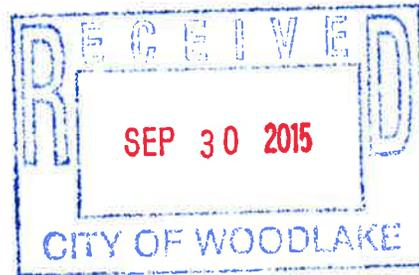
1. Claim Forms B dated September 30, 2015 and October 16, 2015

(NAME OF ENTITY)

CLAIM FORM

FORM B

(Please Type Or Print)



CLAIM AGAINST City of Woodlake  
(Name of Entity)

Claimant's name: Aimee Day

SS#: \_\_\_\_\_ DOB: 1-21-87 Gender: Male \_\_\_\_\_ Female

Claimant's address: 463 E Lakeview ave woodlake CA 93286

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: 9-22-15

Date injuries, damages, or losses were discovered: 9-22-15

Location of incident/accident: Valencia / naranjo

What did entity or employee do to cause this loss, damage, or injury? Road collapsed

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of woodlake

What specific injuries, damages, or losses did claimant receive? car, dr. Aimee dr. cambria

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$500 deductible

How was this amount calculated (please itemize)? insurance deductible

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 9/30/15 Signature: [Signature]

If signed by representative:

Representative's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone # \_\_\_\_\_

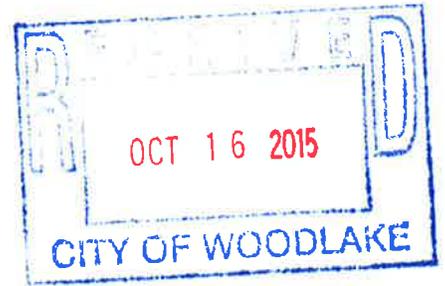
Relationship to Claimant \_\_\_\_\_

(NAME OF ENTITY)

CLAIM FORM

FORM B

(Please Type Or Print)



CLAIM AGAINST City of woodlake  
(Name of Entity)

Claimant's name: Aimee Day

SS#: \_\_\_\_\_ DOB: 1-21-87 Gender: Male \_\_\_\_\_ Female

Claimant's address: 463 E. Lakeview Ave Woodlake Ca 93286

Address where notices about claim are to be sent, if different from above: - Same -

Date of incident/accident: 9/22/2015

Date injuries, damages, or losses were discovered: 9/22/2015

Location of incident/accident: Naranja - Valencia - Woodlake

What did entity or employee do to cause this loss, damage, or injury? Road failed

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? \_\_\_\_\_

City of woodlake

What specific injuries, damages, or losses did claimant receive? ER VISITS, DR VISITS

loss of work, medications

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \_\_\_\_\_

\$1502.88

How was this amount calculated (please itemize)? Dr. Bills, ER Bills, medication

Bills

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 10-13-2015 Signature: Aimee Day

If signed by representative: \_\_\_\_\_

Representative's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

# City of Woodlake

## AGENDA ITEM - A

March 28, 2016

Prepared by Greg Collins, City Staff

### SUBJECT:

#### Action:

**A. Adopt of Resolution:** Initiating annexation of approximately 15.4 acres of land located between Naranjo Boulevard and Ropes Avenue situated in the southwest quadrant of Woodlake (see Exhibit A, map and legal description) (Note: Should the Woodlake City Council wish to eliminate a county island that is located just west of the subject territory the Council could direct the developer to amend the map and legal description and add another approximately 19 acres to the subject territory).

**B. Adoption of Resolution:** Amending the Woodlake General Plan from the community commercial and medium density residential designations to the neighborhood commercial and open space designations.

**C. Adoption of Resolution:** Amending the Woodlake Zoning Ordinance from the R-1-7, R-2, CS and AE-20 (county) districts to Woodlake's PD-CN, PD-R-1-7 and O districts.

**D. Adoption of Resolution:** Approving Tentative Subdivision Map 2015-02 that creates 124 single family residential lots, one park lot of 1.42 acres; one storm drainage basin lot of .7 acres, one neighborhood commercial lot of 2.05 acres and one pedestrian access lot (see Exhibit D, tentative subdivision map 15-02), subject to the conditions listed below. The developer intends on constructing the project in four phases (see Phase Map).

### BACKGROUND:

1. The applicant shall enter into a Subdivision Agreement with the City of Woodlake prior to the recordation of the final subdivision map.
2. The applicant shall construct said subdivision consistent with Exhibit A, the subdivision map.
3. That the subdivider comply with the city engineer's attached conditions.
4. The developer/home builder shall provide plot plans and elevation drawings for the homes to be constructed in the subdivision. The following building design standards shall be required within Subdivision 15-01.
  - a. Double-frontage homes will be constructed on all corner lots in the subdivision.
  - b. Interior lots shall construct garages 10 feet behind the face of the home.
  - c. All residential units shall comply with the following setback standards.

1. Front yard, 15 to 20 feet (10 feet with front porch)
2. Side yard, 5 feet
3. Rear yard, 20 feet
4. All garages shall be setback 10 feet behind the face of the house.
5. A 5-foot parkway shall be installed along all subdivision streets. The parkway shall only be planted with city-approved street trees. Two bubblers shall be provided for each tree. Lawn shall not be permitted in any parkways. Mulch is the desirable parkway cover.
6. That the developer be required to install front yard landscaping, and side yard landscaping for corner lots, on all lots within the subdivision. Said landscaping and irrigation plans shall be reviewed and approved by the city planner, and shall comply with the State Model Water Ordinance.
7. The applicant shall submit a grading and drainage plan to the city engineer for review and approval.
8. A 6-foot block wall shall be installed along the following property lines:
  - a. South property line of Lots 109 to 113 and Lots 121 to 124.
  - b. The east side of Lot 113.
  - c. The west side of Lot 121.
  - d. The north side of Lots 7 through 21; Lots 61,62 and 75, and Lots 112, 113, and 126. Lot A (the pocket park) would remain open to the commercial site.
9. A 6-foot wrought iron fence shall be installed along the north and south sides of the proposed ponding basin.
10. The applicant shall comply with the recommendations of the Woodlake Fire District pertaining to the location of fire hydrants.
11. The applicant shall construct improvements, including curbs, gutters, sidewalks, and streets consistent with Woodlake's improvement standards, or modified street standards as approved with this Vesting Tentative Map.
12. The applicant shall dedicate all street rights-of-way to the City of Woodlake as a certificate on the final subdivision map.
13. All sewer, water and storm drainage improvements shall be installed consistent with the Woodlake improvement standards.

14. The applicant shall form a landscaping and lighting district. The city engineer and city administrator shall determine the improvements that will be maintained by this district.
15. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map.
16. Street lights shall be installed at locations specified by the City Engineer. The streetlights shall be a decorative streetlight recommended by Southern California Edison Company.
17. All residential units shall be designed to have a useable front porch with a minimum width of five feet.
18. The subdivider shall grade and excavate the storm drainage retention basin prior to the completion of the first phase of the project. These improvements shall be consistent with the city engineer's approved grading and drainage plan.
19. The subdivider shall submit for review and approval a landscaping and irrigation plan for the Village Green Park prior to recordation of the final map. Said plan shall be consistent with the Chapter 17.66 (Landscaping, Grading and Irrigation) of the Woodlake Zoning Ordinance
20. The Village Green Park shall be installed prior to completion of phase 2 of the subdivision consistent with the city-approved landscaping and irrigation plan. The installation of this park shall be in -lieu of the developer paying park impact fees.

## **DISCUSSION:**

### **Annexation 15-01**

Approximately 15.4 acres of the 31-acre subject site is outside the Woodlake city limits. For the full build out of the proposed subdivision this acreage needs to be annexed into the city. This annexation could also trigger the annexation of additional properties located west of the 15.4-acre parcel. This expanded annexation could include up to 19 acres that encompasses five parcels. These property owners have been notified of the city's intention to annex these 15.4 acres and also their interest in having their parcels annexed at the same time. Staff would recommend that the City Council instruct the applicants to modify the map and legal on Annexation 15-01 to include the 19 acres immediately west of the subject territory prior to submitting this annexation to LAFCO.

### **General Plan Amendment 15-02**

- 1) redesignated 2.05 acres of land located on the southeast corner of Naranjo Boulevard and Mulberry Street from the community commercial and medium density residential designations to the neighborhood commercial designation; and
- 2) redesignate 1.42 acres from medium density residential to open space on land located on the north side of Ropes Avenues between Mulberry and Oak Streets (see Exhibit B, General Plan Amendment 15-02).

3) designate the 19 acres west of the subject property (to be considered for annexation) to designations consistent with the Land Use Element of the Woodlake General Plan. These designations are: industrial and medium density residential.

### **Zoning Ordinance Amendment 15-02**

1) classify 2.05 acres of land from the R-1-7 (single family residential, one unit per 7,000 square feet) and CS (service commercial) districts to the PD-CN (planned development, neighborhood commercial) district;

2) reclassify approximately 31 acres of land from the R-2 (multi-family residential, one unit per 3,000 square feet) and R-1-7 (single family residential, one unit per 7,000 square feet) districts to the PD- R-1-7 (planned development, single family residential, one unit per 7,000 square feet) district;

3) reclassify 1.42 acres from the R-1-7 (single family residential, one unit per 7,000 square feet) district to the O (open space) district (see Exhibit C, Zoning Ordinance Amendment 15-02); and

4) classify the 19 acres west of the subject property (to be considered for annexation) to zone districts that are consistent with the Land Use Element of the Woodlake General Plan. Specifically, these districts are light industrial (I) and Rural Residential (RA).

### **Tentative Subdivision Map 15-02**

Approve a tentative subdivision map that creates 124 single family residential lots, one park lot of 1.42 acres; one storm drainage basin lot of .7 acres, one neighborhood commercial lot of 2.05 acres and one pedestrian access lot (see Exhibit D, tentative subdivision map 15-02), subject to the conditions listed below. The developer intends on constructing the project in four phases (see Phase Map).

1. The applicant shall enter into a Subdivision Agreement with the City of Woodlake prior to the recordation of the final subdivision map.
2. The applicant shall construct said subdivision consistent with Exhibit A, the subdivision map.
3. That the subdivider comply with the city engineer's attached conditions.
4. The developer/home builder shall provide plot plans and elevation drawings for the homes to be constructed in the subdivision. The following building design standards shall be required within Subdivision 15-01.
  - a. Double-frontage homes will be constructed on all corner lots in the subdivision.
  - b. Interior lots shall construct garages 10 feet behind the face of the home.
  - c. All residential units shall comply with the following setback standards.

1. Front yard, 15 to 20 feet (10 feet with front porch)
2. Side yard, 5 feet
3. Rear yard, 20 feet
4. All garages shall be setback 10 feet behind the face of the house.
5. A 5-foot parkway shall be installed along all subdivision streets. The parkway shall only be planted with city-approved street trees. Two bubblers shall be provided for each tree. Lawn shall not be permitted in any parkways. Mulch is the desirable parkway cover.
6. That the developer be required to install front yard landscaping, and side yard landscaping for corner lots, on all lots within the subdivision. Said landscaping and irrigation plans shall be reviewed and approved by the city planner, and shall comply with the State Model Water Ordinance.
7. The applicant shall submit a grading and drainage plan to the city engineer for review and approval.
8. A 6-foot block wall shall be installed along the following property lines:
  - a. South property line of Lots 109 to 113 and Lots 121 to 124.
  - b. The east side of Lot 113.
  - c. The west side of Lot 121.
  - d. The north side of Lots 7 through 21; Lots 61,62 and 75, and Lots 112, 113, and 126. Lot A (the pocket park) would remain open to the commercial site.
9. A 6-foot wrought iron fence shall be installed along the north and south sides of the proposed ponding basin.
10. The applicant shall comply with the recommendations of the Woodlake Fire District pertaining to the location of fire hydrants.
11. The applicant shall construct improvements, including curbs, gutters, sidewalks, and streets consistent with Woodlake's improvement standards, or modified street standards as approved with this Vesting Tentative Map.
12. The applicant shall dedicate all street rights-of-way to the City of Woodlake as a certificate on the final subdivision map.
13. All sewer, water and storm drainage improvements shall be installed consistent with the Woodlake improvement standards.
14. The applicant shall form a landscaping and lighting district. The city engineer and city administrator shall determine the improvements that will be maintained by this district.

15. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map.
16. Street lights shall be installed at locations specified by the City Engineer. The streetlights shall be a decorative streetlight recommended by Southern California Edison Company.
17. All residential units shall be designed to have a useable front porch with a minimum width of five feet.
18. The subdivider shall grade and excavate the storm drainage retention basin prior to the completion of the first phase of the project. These improvements shall be consistent with the city engineer's approved grading and drainage plan.
19. The subdivider shall submit for review and approval a landscaping and irrigation plan for the Village Green Park prior to recordation of the final map. Said plan shall be consistent with the Chapter 17.66 (Landscaping, Grading and Irrigation) of the Woodlake Zoning Ordinance
20. The Village Green Park shall be installed prior to completion of phase 2 of the subdivision consistent with the city-approved landscaping and irrigation plan. The installation of this park shall be in -lieu of the developer paying park impact fees.

**RECOMMENDATIONS:**

Staff recommends that Council approve the resolutions described above.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

1. Resolution: Initiating Annexation 15-01 (Known as the Turner/Mathias Annexation) to Annex 15.4 Acres to the City of Woodlake
2. Resolution: Approving an Amendment to the Woodlake General Plan, General Plan Amendment 15-02, Turner/Mathias
3. Resolution: Amending Ordinance No. 287, the Woodlake Zoning Ordinance, Reclassifying Land from the CS (Service Commercial), R-1-7 (Single Family Residential, One Unit per 7,000 Square Feet), R-2 (Multi-Family Residential, One Unit per 3,000 Square Feet) and the County's AE-20 (Exclusive Agriculture 20 Acre Minimum) to the PD-R-1-7 (Single Family Residential, Planned Development) District, PD-CN (Neighborhood Commercial, Planned Development), and O (Open Space) Districts
4. Resolution: Approving Tentative Subdivision Map 15-02, Turner/Mathias

**RESOLUTION NO. 2016 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAKE  
INITIATING ANNEXATION 15-01 (KNOWN AS THE TURNER/MATHIAS  
ANNEXATION) TO ANNEX 15.4 ACRES TO THE CITY OF WOODLAKE**

WHEREAS, an application for annexation consistent with regulations contained in Government Code Section 56000, the Knox-Cortese-Hertsberg Local Government Reorganization Act of 2000, was filed by Ron Turner, 2520 N. Filbert Street, Exeter, Ca. 93221, for 15.4 acres generally located in the southwest quadrant of Woodlake, between State Highway 216 and Ropes Avenue and east of the to-be-constructed Mulberry Street. The APN for the subject site is 060-170-076, and

WHEREAS, the subject territory currently contains citrus and is being actively farmed, and

WHEREAS, the subject territory is part of a 31-acre project that will include 124 single-family residential lots, one park lot of 1.42 acres; one storm drainage basin lot of .7 acres, one neighborhood commercial lot of 2.05 acres and one pedestrian access lot, and

WHEREAS, the City of Woodlake wishes to initiate annexation of the subject property into the city and detach it from the County of Tulare, and

WHEREAS, the subject territory is within the Woodlake sphere of influence and the Woodlake Fire District service area, and

WHEREAS, persons within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting of January 20, 2016, and

WHEREAS, the Planning Department has prepared a staff report on said annexation, and

WHEREAS, the Planning Commission held a public hearing on the said annexation, reviewed the staff report, accepted testimony and recommended approval of said annexation to the City Council, and

WHEREAS, a negative declaration on the proposed annexation has been prepared consistent with the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented determined the following findings were relevant in evaluating this annexation.

1. The subject territory is inside Woodlake's sphere of influence (SOI) and the Woodlake Fire District.
2. The subject territory is designated "medium density residential" and "community commercial" by the Woodlake General Plan.
3. A negative declaration has been prepared on the project indicating that it will not have an adverse impact on the environment.
4. The project will not have an adverse impact on the public's health, safety or welfare.
5. That some property owners adjacent to the subject property who are located in a county island have expressed interest in being added to the proposed annexation thereby eliminating a county island.

BE IT FURTHER RESOLVED that the City Council hereby supports the Planning Commission's recommendation and initiates Annexation 15-01 (see attached legal description and map) and forwards said annexation to the Tulare County Local Agency Formation Commission (LAFCO).

The foregoing resolution was adopted upon a motion of Council member \_\_\_\_\_, second by Council member \_\_\_\_\_ at a regular meeting of the Woodlake City Council on the 28th day of March, 2016, by the following vote:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

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

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

**RESOLUTION NO. 2016 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAKE  
APPROVING AN AMENDMENT TO THE WOODLAKE GENERAL PLAN,  
GENERAL PLAN AMENDMENT 15-02, TURNER/MATHIAS**

WHEREAS, an application for amendments to the Woodlake General Plan and Zoning Ordinance was filed by Ron Turner, 2520 N. Filbert Street, Exeter, Ca. 93221, on approximately 31 acres generally located in the southwest quadrant of Woodlake, between State Highway 216 and Ropes Avenue and east of the to-be-constructed Mulberry Street, and

WHEREAS, the subject territory currently contains citrus and is being actively farmed, and

WHEREAS, the applicant is proposing to construct 124 single-family residential lots, one park lot of 1.42 acres; one storm drainage basin lot of .7 acres, one neighborhood commercial lot of 2.05 acres and one pedestrian access lot, on the subject property, and

WHEREAS, in order to construct said improvements Woodlake's general plan and zoning ordinance must be amended as follows:

Woodlake General Plan Amendment as follows:

- 1) redesignated 2.05 acres of land located on the southeast corner of Naranjo Boulevard and Mulberry Street from the community commercial and medium density residential designations to the neighborhood commercial designation; and
- 2) redesignate 1.42 acres from medium density residential to open space on land located on the north side of Ropes Avenues between Mulberry and Oak Streets (see Exhibit B, General Plan Amendment 15-02),

Woodlake Zoning Ordinance Amendment as follows:

- 1) classify 2.05 acres of land from the R-1-7 (single family residential, one unit per 7,000 square feet) and CS (service commercial) districts to the PD-CN (planned development, neighborhood commercial) district;
- 2) reclassify approximately 31 acres of land from the R-2 (multi-family residential, one unit per 3,000 square feet) and R-1-7 (single family residential, one unit per 7,000 square feet) districts to the PD- R-1-7 (planned development, single family residential, one unit per 7,000 square feet) district; and

3) reclassify 1.42 acres from the R-1-7 (single family residential, one unit per 7,000 square feet) district to the O (open space) district.

WHEREAS, the subject property is within the Woodlake sphere of influence and the Woodlake Fire District service area, and

WHEREAS, persons within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting of January 20, 2016, and

WHEREAS, the Planning Department has prepared a staff report on said amendments, and

WHEREAS, the Planning Commission held a public hearing on the said amendments, reviewed the staff report, accepted testimony and recommended approval of General Plan Amendment 15-02 to the Woodlake City Council, and

WHEREAS, persons within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting of March 22, 2016, and

WHEREAS, City Council held a public hearing on this general plan amendment, accepted public testimony and considered the Planning Commission's recommendation on this amendment, and

WHEREAS, a negative declaration on the proposed amendments has been prepared consistent with the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented determined the following findings were relevant in evaluating this annexation.

1. The subject territory is inside Woodlake's sphere of influence (SOI) and the Woodlake Fire District.
2. A negative declaration has been prepared on the project indicating that it will not have an adverse impact on the environment.
3. The project will not have an adverse impact on the public's health, safety or welfare.

BE IT FURTHER RESOLVED that the City Council hereby:

- 1) accepts the Planning Commission's recommendation on General Plan Amendment 15-02 (see Exhibit B) and approves said General Plan Amendment.

2) adopts a Negative Declaration prepared on General Plan Amendment 15-02 indicating that the project will not have a significant impact on the environment.

The foregoing resolution was adopted upon a motion of Council member \_\_\_\_\_, second by Council member \_\_\_\_\_ at a regular meeting of the Woodlake City Council on the 28th day of March 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

**ORDINANCE NO.**

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

AN ORDINANCE OF THE CITY OF WOODLAKE, COUNTY OF TULARE, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 287, THE WOODLAKE ZONING ORDINANCE, RECLASSIFYING LAND FROM THE CS (SERVICE COMMERCIAL), R-1-7 (SINGLE FAMILY RESIDENTIAL, ONE UNIT PER 7,000 SQUARE FEET), R-2 (MULTI-FAMILY RESIDENTIAL, ONE UNIT PER 3,000 SQUARE FEET) AND THE COUNTY'S AE-20 (EXCLUSIVE AGRICULTURE, 20 ACRE MINIMUM) TO THE PD-R-1-7 (SINGLE FAMILY RESIDENTIAL, PLANNED DEVELOPMENT) DISTRICT, PD-CN (NEIGHBORHOOD COMMERCIAL, PLANNED DEVELOPMENT), AND O (OPEN SPACE) DISTRICTS

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

Section 1. Ordinance No. 287 of the City of Woodlake is hereby amended by: 1) classifying 1.85 acres of land from the R-1-7 (single family residential, one unit per 7,000 square feet) and CS (service commercial) districts to the PD-CN (planned development, neighborhood commercial) district; 2) reclassifying approximately 27 acres of land from the R-2 (multi-family residential, one unit per 3,000 square feet), AE-20 (exclusive agriculture, 20 acre minimum) and R-1-7 (single family residential, one unit per 7,000 square feet) districts to the PD- R-1-7 (planned development, single family residential, one unit per 7,000 square feet) district; and 3) reclassifying 1.75 acres from the R-1-7 (single family residential, one unit per 7,000 square feet) district to the O (open space) district (see Exhibit C, Zoning Ordinance Amendment 15-02).

Section 2. This Ordinance shall become effective on the 28<sup>th</sup> of April, 2016. Within fifteen (15) days from the passage thereof, this Ordinance shall be published once in The Foothills Sun Gazette, a newspaper of general circulation published in the City of Woodlake, together with the names of the members of the City Council voting for and against it.

Passed, approved and adopted during a regular meeting of the City Council of the City of Woodlake, upon motion of council person \_\_\_\_\_, and seconded by council person \_\_\_\_\_, on this 28th day of March, 2016, by the following vote:

A YES:  
NOES:  
ABSTAIN:  
ABSENT:

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

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

**RESOLUTION NO. 2016 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAKE  
APPROVING TENTATIVE SUBDIVISION MAP 15-02, TURNER/MATHIAS**

WHEREAS, an application for a tentative subdivision map was filed by Ron Turner, 2520 N. Filbert Street, Exeter, Ca. 93221, on approximately 31 acres generally located in the southwest quadrant of Woodlake, between State Highway 216 and Ropes Avenue and east of the to-be-constructed Mulberry Street, and

WHEREAS, the subject territory currently contains citrus and is being actively farmed, and

WHEREAS, the applicant is proposing to construct 124 single-family residential lots, one park lot of 1.42 acres; one storm drainage basin lot of .7 acres, one neighborhood commercial lot of 1.85 acres and one pedestrian access lot, on the subject property, and

WHEREAS, the subdivision will be constructed in four phases - Phase 1 will contain 48 lots and will occupy the northeast quarter of the subject site. Phase 2 will occupy the southern half of the subject site and will contain a park/ pond feature and 31 lots. Phase 3 will contain 40 lots. The final phase will involve the neighborhood commercial site containing approximately two acres, and

WHEREAS, the subject property is within the Woodlake sphere of influence and the Woodlake Fire District service area, and

WHEREAS, persons within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting of January 20, 2016, and

WHEREAS, the Planning Department has prepared a staff report on Tentative Subdivision Map 15-02, and

WHEREAS, the Planning Commission held a public hearing on said subdivision, reviewed the staff report, accepted testimony and recommended approval of Tentative Subdivision Map 15-02 to the Woodlake City Council subject to conditions, and

WHEREAS, a negative declaration on the proposed subdivision has been prepared consistent with the CEQA Guidelines, and

WHEREAS, the City Council held a public hearing on this matter at their March 28, 2016, meeting, reviewed the staff report, negative declaration and the Planning Commission's recommendation, and took public testimony both for and against.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented determined the following findings were relevant in evaluating this annexation.

1. The subject territory is inside Woodlake's sphere of influence (SOI) and the Woodlake Fire District.
2. A negative declaration has been prepared on the subdivision indicating that it will not have an adverse impact on the environment.
3. The project will not have an adverse impact on the public's health, safety or welfare.

BE IT FURTHER RESOLVED that the City Council hereby adopts the negative declaration prepared on this project and upholds the Planning Commission's recommendation on Tentative Subdivision Map 15-02 (see Exhibit D) subject to the following conditions:

1. The applicant shall enter into a Subdivision Agreement with the City of Woodlake prior to the recordation of the final subdivision map.
2. The applicant shall construct said subdivision consistent with Exhibit A, the subdivision map.
3. That the subdivider comply with the city engineer's attached conditions.
4. The developer/ home builder shall provide plot plans and elevation drawings for the homes to be constructed in the subdivision. The following building design standards shall be required within Subdivision 15-01.
  - a. Double-frontage homes will be constructed on all corner lots in the subdivision.
  - b. Interior lots shall construct garages 10 feet behind the face of the home.
  - c. All residential units shall comply with the following setback standards.
    1. Front yard, 15 to 20 feet (10 feet with front porch)
    2. Side yard, 5 feet
    3. Rear yard, 20 feet
    4. All garages shall be setback 10 feet behind the face of the house.
5. A 5-foot parkway shall be installed along all subdivision streets. The parkway shall only be planted with city-approved street trees. Two bubblers shall be provided for each tree. Lawn shall not be permitted in any parkways. Mulch is the desirable parkway cover.
6. That the developer be required to install front yard landscaping, and side yard landscaping for corner lots, on all lots within the subdivision. Said landscaping and irrigation plans shall be reviewed and approved by the city planner, and shall comply with the State Model Water Ordinance.

7. The applicant shall submit a grading and drainage plan to the city engineer for review and approval.
8. A 6-foot block wall shall be installed along the following property lines:
  - a. South property line of Lots 109 to 113 and Lots 121 to 124.
  - b. The east side of Lot 113.
  - c. The west side of Lot 121.
  - d. The north side of Lots 7 through 21; Lots 61,62 and 75, and Lots 112, 113, and 126, and Lot A (the pocket park).
9. A 6-foot wrought iron fence shall be installed along the north and south sides of the proposed ponding basin.
10. The applicant shall comply with the recommendations of the Woodlake Fire District pertaining to the location of fire hydrants.
11. The applicant shall construct improvements, including curbs, gutters, sidewalks, and streets consistent with Woodlake's improvement standards.
12. The applicant shall dedicate all street rights-of-way to the City of Woodlake as a certificate on the final subdivision map.
13. All sewer, water and storm drainage improvements shall be installed consistent with the Woodlake improvement standards.
14. The applicant shall form a landscaping and lighting district. The city engineer and city administrator shall determine the improvements that will be maintained by this district.
15. The subdivider shall pay all fees and charges associated with the recordation of the final subdivision map.
16. Street lights shall be installed at locations specified by the City Engineer. The streetlights shall be a decorative streetlight recommended by Southern California Edison Company.
17. All residential units shall be designed to have a useable front porch with a minimum width of five feet.
18. The subdivider shall grade and excavate the storm drainage retention basin prior to the completion of the first phase of the project. These improvements shall be consistent with the city engineer's approved grading and drainage plan.
19. The subdivider shall submit for review and approval a landscaping and irrigation plan for the Village Green Park prior to recordation of the final map. Said plan shall be consistent with the Chapter 17.66 (Landscaping, Grading and Irrigation) of the Woodlake Zoning Ordinance

20. The Village Green Park shall be installed prior to completion of phase 2 of the subdivision consistent with the city-approved landscaping and irrigation plan. The installation of this park shall be in -lieu of the developer paying park impact fees.

The foregoing resolution was adopted upon a motion of Council member \_\_\_\_\_, second by Council member \_\_\_\_\_ at a regular meeting of the Woodlake City Council on the 28th day of March 2016, by the following vote:

A YES:  
NOES:  
ABSTAIN:  
ABSENT:

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

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

# City of Woodlake

## **AGENDA ITEM V-B**

**March 28, 2016**

**Prepared by Jason Waters, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approve the Subdivision Agreement Between Self-Help Enterprises and the City of Woodlake for the Valencia Heights Subdivision

### **BACKGROUND:**

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

At the January 11, 2016, City Council meeting by Resolution No. 16-02 Council approved the Final Subdivision Map for the Valencia Heights Subdivision.

### **DISCUSSION:**

Staff has been working with Self-Help Enterprises on the attached Subdivision Agreement. The Agreement gives the subdivider and the City a clear understanding of what improvements are to be made within said subdivision and said public improvements as approved by Council in the Final Subdivision Map.

### **RECOMMENDATIONS:**

City Staff recommends that council approve the Subdivision Agreement between Self-Help Enterprises and the City of Woodlake for the Valencia Heights Subdivision. The Agreement gives the subdivider and the City a clear understanding of what improvements are to be made within said subdivision and said public improvements.

### **FISCAL IMPACT:**

Self-Help Enterprises would pay their public improvement fees upfront as part of the agreement and would pay all other building fees as individual permits are pulled for each dwelling.

### **ATTACHMENTS:**

1. Resolution: Approve the Subdivision Agreement Between Self-Help Enterprises and the City of Woodlake for the Valencia Heights Subdivision
2. Attachment No. 1 – DRAFT Valencia Heights Subdivision Agreement

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

In the matter of:

APPROVE THE SUBDIVISION AGREEMENT ) Resolution No.  
BETWEEN SELF-HELP ENTERPRISES AND )  
THE CITY OF WOODLAKE FOR THE )  
VALENCIA HEIGHTS SUBDIVISION )

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Approve the Subdivision Agreement between Self-Help Enterprises and the City of Woodlake for the Valencia Heights Subdivision.

WHEREAS, at the January 11, 2016, City Council meeting by Resolution No. 16-02 Council approved the Final Subdivision Map for the Valencia Heights Subdivision, and

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

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

WHEREAS, the 70-lot single family residential subdivision will include a centrally located park; a half-acre pocket park/storm drainage retention pond; and a pedestrian access way, and

WHEREAS, the attached Agreement gives the subdivider and the City a clear understanding of what improvements are to be made within said subdivision and said public improvements.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the Subdivision Agreement between Self-Help Enterprises and the City of Woodlake for the Valencia Heights Subdivision.

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 March 28, 2016.

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

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

ATTEST: \_\_\_\_\_  
Irene Zacarias, City Clerk

**CITY OF WOODLAKE**  
**SUBDIVISION AGREEMENT**

**VALENCIA HEIGHTS**

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THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between SELF-HELP ENTERPRISES, hereinafter referred to as the “SUBDIVIDER”, and the CITY OF WOODLAKE, hereinafter referred to as the “CITY”:

**WITNESSETH:**

WHEREAS, the Subdivider has filed with Woodlake City Council the Final Map of Resolution **2016-02** for approval and

WHEREAS, certain public improvements are required to be made by the Subdivider in said Subdivision in accordance with the approved Tentative Map of said Subdivision and said public improvements have not been completed; and

WHEREAS, Section 66462 of the Government Code provides that, as a condition precedent to the approval of the Final Map, the City Council shall require the Subdivider to enter into an agreement to complete said improvements;

NOW, THEREFORE, BE IT AGREED as follows:

**1. Completion of Improvements**

The Subdivider shall complete all required public improvements in the Subdivision in accordance with the requirements and standards set forth in Chapters 16.04 - 16.44 of the Woodlake Municipal Code as said requirements and standards read at the time of approval or conditional approval of the Tentative Map of said Subdivision. In case there are not any standard specifications of the City for any portions of said work, it is agreed that the same shall be done and performed in accordance with the most current standards and specifications of the State of California, Department of Transportation. All of said work, improvements and materials shall be completed, performed and installed under the supervision of and to the satisfaction of the City Administrator or designated representative of the City of Woodlake. All of the required improvements shall be completed not later than twelve (12) months from and after the date first above written.

**2. Occupational Safety**

The Subdivider shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act. An on-site inspection of the work will be requested of O.S.H.A. officials if, in the opinion of the City of Woodlake City Administrator,

the work is being performed in violation of this Safety Act, or when appropriate safety measures are not being utilized in the work.

**3. Building Permits**

Building permits for individual lots of this Subdivision will not be issued until all underground utilities are installed, the trenches have been backfilled, and the paving of all streets is complete.

**4. Utility Relocation**

The Subdivider shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the improvement work. The Subdivider will be responsible for the costs of relocating such facilities and no portion of the costs will be paid by the City.

**5. Street Repair**

The Subdivider shall repair any damage to public streets or other public property or improvements which results from, or is incidental to the construction of the Subdivision improvements, or in lieu of making such repairs the Subdivider shall pay to the City the full cost of such repairs.

**6. Public Liability Insurance**

As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, the Subdivider shall furnish the City of Woodlake a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

Commercials general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include products/ completed operations liability, owner's and contractors protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Said insurance shall name the City of Woodlake, its appointed and elected officials, officers, employees and agents as additionally insured; and be primary with respect to any insurance or self-insurance programs maintained by the City, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, employees and agents of the Subdivider, and arising out of or in connection with the work which is the subject of this Agreement. Notwithstanding an inconsistent statement in the insurance policy or certificate or any subsequent endorsement attached thereto, the City of Woodlake shall be insured or named as an additional insured covering the work which is the subject of this Agreement, whether liability is attributable to the Subdivider or to the passive or active negligence of the City. Said insurance shall be in effect on the date the work is commenced and shall expire no sooner than one year after the date on which the work is completed and accepted by the City of Woodlake. The cost of providing this insurance requirement shall be borne by the Subdivider.

In the event of expiration or proposed cancellation of such insurance policies, for any reason whatsoever, the City of Woodlake shall be notified by registered mail, return receipt requested, giving it sufficient time before the date thereof to comply with an applicable law or statute, but in no event less than 30 days before the expiration or cancellation is effective.

## **7. Indemnification**

The Subdivider hereby agrees to and shall protect, indemnify and hold harmless the City of Woodlake and all officers, agents, representatives and employees thereof from any and all liability, claims or damages of whatsoever kind or character, including attorneys fees and costs of all types incurred in defense of any of the said parties from said claims or liability, because of or arising out of, directly or indirectly, the acts or omissions of the Subdivider, Subdivider's independent contractors, employees, representatives, agents and invites, and the passive or active negligent acts or omissions of the City of Woodlake or its officers, employees and agents while acting within the scope of their duties regarding the work to be performed pursuant to this Agreement. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such damages, claims or liability. This Agreement shall be binding upon the Subdividers whether or not there are any allegations of fault, negligence or liability of the indemnities hereunder.

The Subdivider agrees that the use of any and all public streets and improvements which are part of or subject to this Agreement shall be at all times, prior to the final acceptance by the City of Woodlake, the sole and exclusive risk of the Subdivider. The Subdivider further specifically agrees that he shall indemnify and hold free of any liability the City of Woodlake for any accident, loss or damage to the work which is the subject to this Agreement prior to its completion and acceptance by the City.

## **8. Encroachment Permit**

The Subdivider shall obtain an Encroachment Permit from the City for any work that is to be done within any public right-of-way or easements which are located beyond said Subdivision limits.

The Subdivider shall also obtain an Encroachment Permit from Caltrans for any work done within Caltrans right-of-way.

## **9. Construction Signs**

The Subdivider shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to the requirements of the Manual of Traffic Controls, State of California, Department of Transportation. If in the opinion of the City Administrator, proper signing and warning is not being provided, the City will provide the devices and the Subdivider will be responsible for all costs incurred.

## **10. Improvement Security**

The Subdivider agrees to furnish security which complies with Section 66499 et. Seq. of the Government Code, in such amounts as set forth in Exhibit "A" attached hereto, to guarantee the faithful performance of this Agreement and to guarantee payment to contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the work under this Agreement. With the written authorization of the City, the sureties provided by the Subdivider may be released in whole or in part in the following manner:

1. Faithful performance sureties, not in excess of 90% of the estimated costs of the individual items of public improvements, may be released, or the required surety amounts may be reduced, as work is satisfactory completed and tentatively accepted by the City Engineer.
2. Thirty-five (35) days after the Notice of Completion for the Subdivision public improvements have been recorded, the sureties securing the payment to contractors and subcontractors, and to persons furnishing labor, materials or equipment, may be released if claims have not been filed.
3. Ten percent of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded.

## **11. Conditions of Approval**

The Subdivider agrees to the following conditions as called for in the Conditions of Approval, Resolution No. **2016-02**.

## **12. Payment of Fees**

The Subdivider shall, before the release of said Final Map by the City, and as a condition precedent to the recordation thereof, pay to the City the fees as set forth in Exhibit "B" attached hereto.

## **13. Acceptance of Improvements**

Within thirty (30) days after the Subdivider notifies the City Administrator that he required work has been completed, the City Administrator shall inspect such work and, if such work has been performed in the required manner, he shall advise the City Council that the public improvements are ready for acceptance by the City.

## **14. Maintenance Period**

The Subdivider agrees that if, within a period of one (1) year after the final acceptance of work done under this agreement any structure or part of any structure furnished and/or installed or

constructed or caused to be constructed by the Subdivider, or any of the work done under this agreement fails to fulfill any of the requirements of this Agreement or the specification referred to herein, the Subdivider will, without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part of parts of the work or structure. The terms of this paragraph shall not apply to any damage caused by an act of God. Should the Subdivider fail to set promptly or in accordance with these requirements, or fail to do the initial construction as agreed upon herein, or should the exigencies of the case require repairs or replacements to be made before the Subdivider can be notified, the City may at its option make the necessary repairs or replacements or perform the necessary work, and the Subdivider shall pay to the City the actual cost of such repairs. The Subdivider shall provide a security equal to 100% of the performance during the term of the maintenance period prior to final acceptance of the subdivision as complete.

**15. Successors in Interest**

It is agreed that the terms and provisions of this agreement shall extend to and bind the heirs, executors, administrators, assigns, and successors in interest of the respective parties hereto.

**16. Landscaping & Lighting Assessment District Formation**

As a condition of approval of this Subdivision, City and Subdivider have agreed to the formation of a Landscaping & Lighting Assessment District for the construction, maintenance, upkeep and repair of certain improvements to be made within the Subdivision. Subdivider shall consent to the formation of said District and the levying of the initial assessments as established pursuant to applicable State law, City Municipal Code requirements and City procedures.

**17. Requirement to give Notice of Assessment District to Purchasers**

It is herewith further understood and agreed that Subdivider shall provide to each purchaser of a lot within this Subdivision a Notice, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, which shall inform said purchaser that the real property being purchased is subject to a Landscaping and Lighting Assessment District. Subdivider shall require each such purchaser to sign and execute said Notice and shall immediately thereafter provide the fully executed copy of said Notice to the City Clerk. In the event the Subdivider shall initially sell a lot within this Subdivision to a building contractor or other party known or reasonably expected to be purchasing the lot for development and resale to a subsequent owner-occupant, Subdivider shall further advise and direct said initial purchaser to provide the subsequent purchaser with a Notice, obtain his/her/their signature thereon, and return same to the City Clerk.

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

Subdivider:

Self-Help Enterprises, by:

\_\_\_\_\_ Date \_\_\_\_\_

CITY OF WOODLAKE

By: Ramon Lara, City Administrator

ATTEST : Irene Zacarias, City Clerk

Approved as to form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Subdivider Notary (attached certificate)



**EXHIBIT "B"**

**CASH FEES**

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Development Agreement: \$ 1,600.00

Water User Fee:  
Deferred until building permit is pulled for individual dwelling.

Waste Water Treatment:  
Deferred until building permit is pulled for individual dwelling.

Waste Water Collection:  
Deferred until building permit is pulled for individual dwelling.

Storm Drainage Fee:  
Deferred until building permit is pulled for individual dwelling.

Parks and Recreation Impact Fees:  
Parks and recreation impact fees will be deferred since a park will be constructed with the Valencia Heights Subdivision.

School Development Fees:  
All school development fees shall be paid directly to the Woodlake Unified School District.

Public Improvement Plan Check & Inspection Fee  
\$1,679,576.91 x 3% \$ 50,387.31

Building Permit and Inspection Fees:  
Building permit and inspection fees will be determined on a house by house basis when each building permit is pulled. Fees shall include, but are not limited to, plan check fees, building permit fee, and inspection fees (e.g., mechanical, electrical and plumbing).

**TOTAL CASH FEE** \$ **51,987.31**

**EXHIBIT "C"**

**NOTICE THAT REAL PROPERTY  
IS SUBJECT TO A LANDSCAPING  
AND LIGHTING ASSESSMENT DISTRICT**

Notice is herewith given to the purchaser of Lot # \_\_\_\_\_ of the \_\_\_\_\_  
Subdivision in the City of Woodlake, California, as follows:

1. The lot you are purchasing is located within a Landscaping & Lighting Assessment District.
2. As such, said real property shall be subject annually to the levy and assessment by the City of Woodlake of a charge for the maintenance, upkeep and repair of the improvements located with said District.
3. This annual assessment shall be placed upon the property tax rolls of the County of Tulare, applicable to your real property and shall be due and payable at the same time and in the same manner as property taxes levied against your real property.

I UNDERSTAND AND ACKNOWLEDGE THE CONTENT OF THIS NOTICE AND THE OBLIGATIONS IMPOSED ON THE REAL PROPERTY I AM PURCHASING.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Owner

Signed: \_\_\_\_\_

Owner

# City of Woodlake

## AGENDA ITEM V-C

March 28, 2016

Prepared by Ramon Lara, City Staff

### SUBJECT:

**Action:** Adoption of Resolution: Approval of the Decrease of Sewer Rates Effective July 1, 2016

### BACKGROUND:

On October 13, 2008, the City Council of the City of Woodlake unanimously set the sewer services rates by Resolution 08-32 as attached. After a careful review, by staff, the rates were structured to allow for the continued delivery of sewer services to City residents as efficiently as possible while maintaining solvent and strong Sewer funds that would allow for the repayment of USDA Bonds issued for the Waste Water Treatment Plant Project.

### DISCUSSION:

The rates were set from July 1, 2009 to June 30, 2014 for sewer. The rates were then adjusted by the annual Consumer Price Index (CPI). The CPI adjustment was based on the most recent 12 months available and was calculated as the average of the CPI's for the San Francisco, Oakland and San Jose area and the Los Angeles, Riverside, Orange County area.

The rates have been structured as follows for single family residences beginning July 1, 2009:

	Sewer	Water	Refuse	Total
July 1, 2009	\$33.00	\$22.00	\$21.00	\$ 76.00
July 1, 2010	\$41.00	\$24.00	\$21.50	\$ 86.50
July 1, 2011	\$49.00	\$26.00	\$21.50	\$ 96.50
July 1, 2012	\$57.00	\$28.00	\$21.50	\$106.50
July 1, 2013	\$65.00	\$28.25	\$21.50	\$114.75
July 1, 2014	\$65.75	\$28.50	\$21.50	\$115.75
July 1, 2015	\$65.75	\$28.50	\$21.50	\$115.75
<b>July 1, 2016</b>	<b>\$63.25</b>	<b>\$30.20</b>	<b>\$22.25</b>	<b>\$115.70</b>

The Sewer Fund has become fiscally strong with the new rates and its infrastructure has drastically improved. The Waste Water Treatment Plant is working very efficiently and while there is still twelve million dollars in outstanding notes against the Sewer Fund the Fund is collecting slightly more than necessary to operate and maintain necessary reserves for future improvements. This has been made possible by many factors such as the efficiency of the Waste Water Treatment Plant, revenues generated by the septic receiving station, and sewer collection and treatment fees for new development.

After reviewing the last two years audits and current standing of the Sewer Fund the Fund is approximately over collecting two dollars and fifty cents monthly from each individual customer. Over a year this would reduce revenues for the Sewer Fund in the amount of fifty thousand dollars annually.

#### **RECOMMENDATIONS:**

Staff recommends that the City Council approve the decrease to Sewer Rates Effective July 1, 2016 in the amount of two dollars and fifty cents monthly per customer. This would reduce revenues for the Sewer Fund in the amount of fifty thousand dollars annually. These revenues are being made up for by a reduction in expenses and an increase in revenues generated by the septic receiving station, and sewer collection and treatment fees for new development.

#### **FISCAL IMPACT:**

The reduction in rates would reduce revenues for the Sewer Fund in the amount of fifty thousand dollars annually. These revenues are being made up for by a reduction in expenses and an increase in revenues generated by the septic receiving station, and sewer collection and treatment fees for new development.

#### **ATTACHMENTS:**

1. Resolution: Approval of the Decrease of Sewer Rates Effective July 1, 2016
2. Attachment 1: Resolution No. 08-32 Setting Sewer Rates in the City of Woodlake

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

In the matter of:

APPROVAL OF THE DECREASE OF SEWER ) Resolution No.  
RATES EFFECTIVE JULY 1, 2016 )

Councilmember \_\_\_\_\_ moved its adoption to approve the decrease of sewer rates effective July 1, 2016.

WHEREAS, the City of Woodlake City Council on October 13, 2008, unanimously set the sewer services rates by Resolution 08-32 ; and

WHEREAS, the rates were set from July 1, 2009 to June 30, 2014; and

WHEREAS, the Sewer Fund has become fiscally strong with the new rates and its infrastructure has drastically improved, which allows for sewer rates to be decreased by two dollars and fifty cents per service while still allowing the Sewer Fund to fund necessary operations and reserves; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the following monthly rates for sewer services effective July 1, 2016.

- |  |                   |
|--|-------------------|
| 1. Single family residential unit, including each single unit of a multiple family dwelling. | \$63.25           |
| 2. Commercial accommodations, boarding houses, motels, hotels and trailer parks. Per Unit.   | \$60.75           |
| 3. Institutions, Churches, Social and Fraternal Organizations.                               | \$60.75           |
| 4. Businesses and Commercial houses, pubs, bars, restaurants and service stations.           | \$60.75           |
| 5. Car Washes  | \$94.75           |
| 6. Laundromats   | \$115.25          |
| 7. Schools and Memorial Districts  | 65% of water bill |

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 March 28, 2016.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

ATTEST:

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

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

RE: SETTING SEWER CHARGES)  
IN THE CITY OF WOODLAKE) RESOLUTION NO. 08-32

WHEREAS, under the provisions of the Woodlake Municipal Code 13.20.040 of the City of Woodlake, the City Council of the City of Woodlake is empowered to set the rates to be charged and collected by the City of Woodlake for Sewer Service by a Resolution passed by the City Council; and

WHEREAS, the City has complied with Article XIID of the California Constitution by holding a public meeting on August 11, 2008, and noticing (in English and Spanish) by mail, all property owners affected by these proposed rate changes; and

WHEREAS, it is necessary at this time for the City Council of the City of Woodlake to fix the rates for sewer service to be charged in the City of Woodlake; and,

WHEREAS, a cash deposit for ~~water~~<sup>sewer</sup> service in the amount of \$75.00 is required if the applicant is not the legal owner of the property.

**NOW, THEREFORE, BE IT RESOLVED, that the following monthly rates for sewer service is as follows and are to be effective July 1, 2009.**

- |    |  |                   |
|----|--|-------------------|
| 1. | Single Family residential unit, including each single unit of a multiple family dwelling | \$33.00           |
| 2. | Commercial accommodations, boarding houses, motels, hotels and trailer parks. Per Unit.  | \$30.50           |
| 3. | Institutions, Churches, Social and fraternal Organizations                               | \$30.50           |
| 4. | Businesses and Commercial houses, pubs, bars, Restaurants and service stations           | \$31.50           |
| 5. | Car Washes   | \$56.50           |
| 6. | Laundromats  | \$77.00           |
| 7. | Schools and Memorial Districts   | 65% of water bill |

**NOW, THEREFORE, BE IT ALSO RESOLVED, that the following monthly rates for sewer service is as follows and are to be effective July 1,2010.**

1.	Single Family residential unit, including each single unit of a multiple family dwelling	\$41.00
2.	Commercial accommodations, boarding houses, motels, hotels and trailer parks. Per Unit.	\$38.50
3.	Institutions, Churches, Social and fraternal Organizations	\$38.50
4.	Businesses and Commercial houses, pubs, bars, Restaurants and service stations	\$38.50
5.	Car Washes	\$64.50
6.	Laundromats	\$85.00
7.	Schools and Memorial Districts	65% of water bill

**NOW, THEREFORE, BE IT ALSO RESOLVED, that the following monthly rates for sewer service is as follows and are to be effective July 1,2011.**

1.	Single Family residential unit, including each single unit of a multiple family dwelling	\$49.00
2.	Commercial accommodations, boarding houses, motels, hotels and trailer parks. Per Unit.	\$46.50
3.	Institutions, Churches, Social and fraternal Organizations	\$46.50
4.	Businesses and Commercial houses, pubs, bars, Restaurants and service stations	\$46.50
5.	Car Washes	\$72.50
6.	Laundromats	\$93.00
7.	Schools and Memorial Districts	65% of water bill

**NOW, THEREFORE, BE IT ALSO RESOLVED, that the following monthly rates for sewer service is as follows and are to be effective July 1,2012.**

1.	Single Family residential unit, including each single unit of a multiple family dwelling	\$57.00
2.	Commercial accommodations, boarding houses, motels, hotels and trailer parks. Per Unit.	\$54.50
3.	Institutions, Churches, Social and fraternal Organizations	\$54.50
4.	Businesses and Commercial houses, pubs, bars, Restaurants and service stations	\$54.50
5.	Car Washes	\$88.50
6.	Laundromats	\$109.00
7.	Schools and Memorial Districts	65% of water bill

**NOW, THEREFORE, BE IT ALSO RESOLVED, that the following monthly rates for sewer service is as follows and are to be effective July 1,2013.**

1.	Single Family residential unit, including each single unit of a multiple family dwelling	\$65.00
2.	Commercial accommodations, boarding houses, motels, hotels and trailer parks. Per Unit.	\$62.50
3.	Institutions, Churches, Social and fraternal Organizations	\$62.50
4.	Businesses and Commercial houses, pubs, bars, Restaurants and service stations	\$62.50
5.	Car Washes	\$96.50
6.	Laundromats	\$117.00
7.	Schools and Memorial Districts	65% of water bill

**NOW, THEREFORE, BE IT ALSO RESOLVED, that the following rates for sewer service is as follows are to be effective July 1,2014.**

All above rates will be adjusted by the annual consumer price index (CPI). The CPI adjustment will be based on the most recent 12 months available and shall be calculated as the average of the Consumer Price Index – All Urban Consumers (CPI-U) for the San Francisco, Oakland, and San Jose area and the Los Angeles, Riverside, Orange County area. All flat rates shall be rounded off to the nearest \$.25.

The foregoing resolution was adopted upon a motion of Councilmember Ritchie, and seconded by Councilmember Ortiz, and carried by the following vote at the City Council meeting held on October 13, 2008.

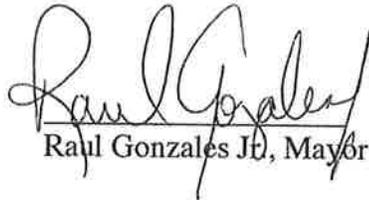
AYES: Councilmembers Ortiz, Ritchie, De La Rosa & Gonzales

NOES:

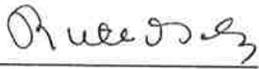
ABSENT:

ABSTAIN:



  
Raul Gonzales Jr., Mayor

ATTEST:



Ruth Gonzalez, Secretary