

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

**OTHERS:** Lara, Waters, Marquez, Diaz & Zacarias

**ABSENT:**

**FLAG SALUTE**

**PUBLIC COMMENT** – None

Mayor Mendoza announced Chief Marquez had a new employee to introduce. Chief Marquez introduced new police hire, Elias Herrera Jr. Officer Herrera was a previous officer with the City of Woodlake. Chief Marquez stated he was happy to have him back and he would be a great asset to the police department. City Clerk Zacarias administered Oath of Office to Officer Herrera. Mayor Mendoza welcomed Officer Herrera and asked that he uphold the law to the fullest and always be safe.

Councilmember G. Gonzalez Jr. announced we had a guest in the audience, Fatima, who was the very first Student Representative for the City of Woodlake. She is currently visiting Woodlake and decided to attend a council meeting.

**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 July 25, 2016
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake
- D. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project
- 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
- F. Action: Adoption of Resolution: Approval of the July 2016 Monthly Report of Investments
- G. Action: Adoption of Resolution: Nomination and Approval of a City of Woodlake Resident to Serve on the Measure R Citizens' Oversight Committee

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

Mayor Mendoza asked to discuss Items V.B and V.C before V.A. Council did not object.

**V. ACTION/DISCUSSION ITEMS**

- B. Action: Adoption of Resolution: Approval of the Right of Way Agreement 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

City Administrator Lara reported the following: the only property that the City has had not had success in negotiating on was the property located at

163 N. Magnolia St. with APN No. 061-160-021. The City had provided the owner of the property with a formal offer and an appraisal. While the owner had agreed to sell the property there was 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. On March 14, 2016 the City of Woodlake City Council adopted a Resolution of Necessity for the acquisition of the property. Bank of America was served with the Resolution of Necessity and engaged the City in negotiations. Bank of America has agreed to sell the property for its appraised value of sixty thousand dollars (\$60,000).

**ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE ROW AGREEMENT FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 163 N. MAGNOLIA, APN NO. 061-160-021. APPROVED UNANIMOUSLY.**

- C. Action: Adoption of Resolution: Approve Participation in Joint Powers Authority for a GSA within the Kaweah Subbasin  
City Employee Waters stated this item was originally an action item but staff is now asking for this item to be an information item for this meeting and allow staff to bring this item back for an action item at the next regular scheduled meeting. Council had no objections.

City Employee Waters reported the following: The Sustainable Groundwater Management Act requires all local agencies to be part of a Groundwater Sustainability Agency. City Staff has been closely involved in the formation of the Mid-Kaweah GSA, which will be one of three potential GSAs within the Kaweah Subbasin. The formation of a Joint Powers Authority is the next step in the process to formally become a GSA.

The members of the Mid-Kaweah JPA are as follows:

- County of Tulare
- Kaweah Delta Water Conservation District
- Kings County Water District
- St. Johns Water District
- Lakeside Irrigation Water District

The City of Woodlake is not a formal member of the JPA, but will be part of the “Rural Communities Committee” which will have a seat one of nine available seats on the GSA Board.

Mayor Mendoza reported he had many concerns regarding the GSA. The City of Woodlake needs a voice that will always have the best interest of the town in mind. City Attorney Diaz reported a GSA may have regulatory authority which could have an effect on growth and such things as passing an ordinance to not allow for an increase in fees.

- A. Information: Presentation by Mayor Mendoza regarding Advisory Committee

Mayor Mendoza reported the following: he is bringing forth the idea of possibly creating an advisory committee for the City of Woodlake. This idea came to mind with the recent activity of vandalism in the city.

Citizens have questioned if our local law enforcement is doing enough. Mayor stated this would give the citizens the opportunity to become more involved and they can become the eyes and ears of this community. They can also advise council on what is needed for the community. City

Attorney Diaz stated if committee was formed it would be subject to the Brown Act. Councilmember Ortiz asked how the committee would be formed. Mayor Mendoza stated the first step is to determine if council is moving forward with the formation of a committee and also need to decide what exactly the committee will be advising on. There are various topics for a committee to report on and council should decide what exactly we want the advisory committee to advise on. Councilmember Ortiz stated council has always welcomed the public to the meetings to voice their concerns and thoughts and believes there is no need for an advisory committee at this time. Councilmember G. Gonzalez shared the same views as Councilmember Ortiz. He stated he is often stopped in town by residents with concerns, complaints and questions. He does not mind answering the questions in person. He also gets many compliments on how well the town is doing. He stated council needs to continue to educate the residents and let them know they are always welcome at the meetings and city staff is available for them as well to get any information they may need. Mayor Mendoza stated he understands that council feels the advisory committee is not needed at this time. If in the future any councilmember wants to bring this back for reconsideration or discussion, they may do so.

## VI. OTHER BUSINESS

### A. Information: Items from Staff

City Employee Waters – Reported there are only a handful of meters left to install.

City Administrator Lara – Reported September 11<sup>th</sup> is the Mariachifest which will be hosted by The Homegrown Project. September 24<sup>th</sup> is the We R Woodlake Celebration and there will be a concert by Drake White. Both events will be held at Miller Brown Park. Councilmember Lopez will create Facebook page to help promote the event. The Plaza project should be completed by late September. The Roundabout project should also be completed late September with the placing of the statue near the Roundabout.

Chief Marquez – Reported he was very proud of the Tulare County Sheriff's department and how well the BabyFace Operation was handled. He is happy to report there were no suspects in the City of Woodlake. A presentation regarding bullying was given to the 6<sup>th</sup> graders and was received well. The first week of school has gone smoothly. There has been some vandalism at the high school and seven minors were arrested. Felony charges will be filed. Councilmember G. Gonzalez Jr. offered students from his Bravo High class to help paint if needed. Chief Marquez stated he will let him know but Public Works has done an excellent job removing and cleaning up the vandalism.

### B. Information: Items from Council

Councilmember Ortiz – Reported the Chamber of Commerce is selling raffle tickets to win a trip to Hawaii. Proceeds from the raffle will go to purchase a new Woodlake sign to be placed on Highway 198. Contact any chamber member for tickets.

Councilmember G. Gonzalez Jr. – Reported Soccer season will begin Saturday.

Mayor Mendoza – Reported the Air board is holding their annual conference in Fresno on August 25<sup>th</sup> at 11 am. Mayor Mendoza stated he is unable to attend so if anyone was interested in attending, he will send them more information.

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 – **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.
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. Garibay vs. City of Woodlake  
 Case name unspecified because of jeopardy to settlement negotiations or service of process.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)** (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:  
Property Description (Specify street address, or if no street addresses, the parcel number or other unique reference): 060-170-080 & 060-170-096  
Our Negotiator: City Administrator  
Parties with whom negotiating: Ron Turner  
Instructions to negotiator concerning:  Price       Terms of payment.
4. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:  
Conference with legal counsel – **ANTICIPATED LITIGATION** (Government Code § 54956.9(d)).  
**Initiation of litigation** (Government Code § 54956.9(d)(4)).  
Number of potential cases is:   1  .

MEETING MOVED TO CLOSED SESSION AT 7:35 PM  
MEETING RECONVENED AT 7:50 PM

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

NOTICE TO THE PUBLIC

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

“Documents: If distributed to the Council less than 72 hours before a regular meeting, any public records which are subject to public inspection and pertain to an open-session item on the regular meeting agenda shall be available at the following address at the time they are distributed to a majority of the Council: 350 North Valencia Boulevard, Woodlake, California 93286. Public records distributed to the Council at a public meeting will be available to the public at such meeting if they were prepared by the City. Exemptions and details in Government Code § 54957.5 (a) shall apply.”

## VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, September 12, 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 7:51 PM

Submitted by,

Irene Zacarias  
City Clerk

**City of Woodlake**  
**Summary of Disbursements and Payroll**  
**City Council Meeting : September 12, 2016**

**PAYROLL**

8/5/2016 (City)	\$53,606.39
8/5/2016 (Fire)	\$7,736.06
8/19/2016 (City)	\$42,317.32
8/19/2016 (Fire)	\$16,773.42

<b>Gross Payroll</b>	<b>\$120,433.19</b>
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**DISBURSMENTS / WARRANTS**

9/8/2016	\$154,452.74
	\$0.00
	\$0.00
	\$0.00

<b>Total Disbursements</b>	<b>\$154,452.74</b>
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**WIRES**

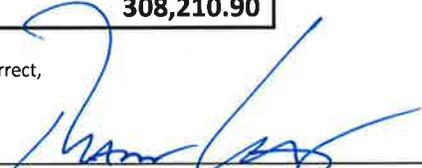
PAYROLL TAX WIRE	CITY	\$ 24,133.80
	FIRE	\$ 9,191.17

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

<b>Total Wire Amount Sent Out</b>	<b>\$ 33,324.97</b>
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<b>Amount to be Approved</b>	<b>\$ 308,210.90</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 12th day of September 2016.  
 by the following vote:**

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

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

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

PERIOD 1 DATING 7/17/2016- 7/30/2016 CHECK DATE 8/05/2016  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21899	3,675.06	208	1 STUB ONLY
21900	1,918.90	210	1 STUB ONLY
21901	1,008.65	206	1 STUB ONLY
21902	2,258.07	212	1 STUB ONLY
21903	1,735.76	207	1 STUB ONLY
21904	1,055.85	173	1 STUB ONLY
21905	13,229.88	511	1 STUB ONLY
21906	1,857.97	556	1 STUB ONLY
21907	1,773.01	539	1 STUB ONLY
21908	1,445.14	561	1 STUB ONLY
21909	414.65	560	1 STUB ONLY
21910	1,319.26	557	1 STUB ONLY
21911	2,578.70	549	1 STUB ONLY
21912	2,310.71	554	1 STUB ONLY
21913	1,862.76	552	1 STUB ONLY
21914	1,004.14	555	1 STUB ONLY
21915	1,102.13	551	1 STUB ONLY
21916	976.93	215	1 STUB ONLY
21917	1,504.77	134	1 STUB ONLY
21918	792.49	216	1 STUB ONLY
21919	1,115.07	205	1 STUB ONLY
21920	1,533.38	187	1 STUB ONLY
21921	1,159.41	159	1 STUB ONLY
21922	2,043.49	209	1 STUB ONLY
21923	1,943.66	211	1 STUB ONLY
21924	659.97	214	1 STUB ONLY
21925	1,326.58	188	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

53,606.39	*DIRECT DEPOSIT STUBS	27
0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

O/T T-1/2 03

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

CITY -O/T REPORT- PAYROLL #03  
07/17/16-07/30/16 PAYROLL DATE: 08/05/16

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PR4B0R-V14.03 ACS Paymate

EMP #	CUR AMT	CUR HRS
215	61.06	2.00
556	341.86	8.00
214	84.44	2.50
159	25.98	0.92
557	62.62	2.00
554	829.69	25.00
216	48.68	2.50
552	796.50	24.00
134	55.66	1.50
187	312.80	11.00
551	232.31	7.00
11 EMPLOYEES	2,851.60	86.42
11 EMPLOYEES	2,851.60	86.42

PAGE TOTALS \*\*\*

FEATURE TOTALS \*

EMPLOYEE NAME	EMP #	CUR AMT	CUR HRS
	511	22,131.04	525.00
	215	1,689.36	82.00
	556	2,770.94	88.00
	214	1,910.82	82.50
	159	1,531.98	80.92
	539	2,770.15	80.00
	188	2,023.46	80.00
	561	1,694.85	80.00
	209	2,474.39	80.00
	560	474.09	32.00
	557	1,757.47	82.00
	208	5,211.85	80.00
	173	1,692.00	80.00
	549	3,920.77	80.00
	554	2,749.69	105.00
	210	2,669.07	80.00
	211	2,449.39	80.00
	206	1,444.62	80.00
	216	983.29	74.50
	205	1,516.62	80.00
	552	2,816.50	104.00
	555	1,306.62	80.00
	134	2,234.75	81.50
	212	2,935.38	80.00
	187	1,979.42	91.00
	207	2,657.09	80.00
	551	2,027.31	87.00
PAGE TOTALS	27 EMPLOYEES	79,822.92	2,635.42
FEATURE TOTALS *	27 EMPLOYEES	79,822.92	2,635.42

PERIOD 2 DATING 7/31/2016- 8/13/2016 CHECK DATE 8/19/2016  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21935	3,675.06	208	1 STUB ONLY
21936	1,918.90	210	1 STUB ONLY
21937	1,008.64	206	1 STUB ONLY
21938	2,258.06	212	1 STUB ONLY
21939	1,735.75	207	1 STUB ONLY
21940	1,237.90	173	1 STUB ONLY
21941	1,205.60	556	1 STUB ONLY
21942	254.58	535	1 STUB ONLY
21943	2,353.16	539	1 STUB ONLY
21944	400.49	562	1 STUB ONLY
21945	2,022.34	561	1 STUB ONLY
21946	414.65	560	1 STUB ONLY
21947	1,663.29	557	1 STUB ONLY
21948	2,578.70	549	1 STUB ONLY
21949	1,603.25	554	1 STUB ONLY
21950	1,479.87	552	1 STUB ONLY
21951	1,004.14	555	1 STUB ONLY
21952	342.17	563	1 STUB ONLY
21953	1,695.51	551	1 STUB ONLY
21954	976.93	215	1 STUB ONLY
21955	1,526.14	134	1 STUB ONLY
21956	833.39	216	1 STUB ONLY
21957	1,115.07	205	1 STUB ONLY
21958	1,204.41	187	1 STUB ONLY
21959	1,194.50	159	1 STUB ONLY
21960	2,043.49	209	1 STUB ONLY
21961	1,943.66	211	1 STUB ONLY
21962	1,190.83	214	1 STUB ONLY
21963	1,436.84	188	1 STUB ONLY

PERIOD 2 DATING 7/31/2016- 8/13/2016 CHECK DATE 8/19/2016

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

42,317.32	*DIRECT DEPOSIT STUBS	29
0.00	*VENDOR DIR DEP STUBS	0
42,317.32	**TOTAL NON-NEGOTIABLE CHECKS	29

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

0.00	*EMPLOYEE CHECKS	0
0.00	*VENDOR CHECKS	0
0.00	*BANK CHECKS	0
42,317.32	*DIRECT DEPOSIT STUBS	29
0.00	*VENDOR DIR DEP STUBS	0

42,317.32	***TOTAL NEGOTIABLE & NON-NEGOT	29
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0.00	*OTHER CHECKS	0
42,317.32	***TOTAL NEG, NON-NEG, OTHER CHECKS	

	TOTAL SEQ 1 FEMALES	6
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PAY INFORMATION  
 O/T T-1/2 03

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

RUN- 8/22/2016 11:29:12 PAGE 1  
 PR4B0R-V14.03 ACS Paymate

CITY - OT REPORT - PAYROLL #04  
 07/31/16-08/13/16 PAYROLL DATE: 08/19/16

EMP #	CUR AMT	CUR HRS
215	61.06	2.00
214	628.70	18.50
159	75.11	2.66
539	986.87	19.00
561	876.67	28.00
557	626.19	20.00
552	132.75	4.00
134	241.20	6.50
551	1,261.13	38.00
9 EMPLOYEES	4,889.68	138.66
PAGE TOTALS ***		
FEATURE TOTALS *	4,889.68	138.66

PERIOD 1 DATING 7/17/2016- 7/30/2016 CHECK DATE 8/05/2016  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21893	576.55	4038	1 STUB ONLY
21894	627.98	4041	1 STUB ONLY
21895	443.28	4026	1 STUB ONLY
21896	2,401.75	4018	1 STUB ONLY
21897	1,649.95	4022	1 STUB ONLY
21898	2,036.55	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

7,736.06	*DIRECT DEPOSIT STUBS	6
0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

GROSS PAY

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

FIRE -GROSS REPORT- PAYROLL #03  
07/17/16-07/30/16 PAYROLL DATE: 08/05/16

RUN- 8/05/2016 13:36:05 PAGE 1  
PR4B0R-V14.03 ACS Paymate

EMPLOYEE NAME	EMP #	CUR AMT	CUR HRS
CENDEJAS/ERICK	4038	680.00	68.00
LEVI T/ROUTH	4041	680.00	68.00
MORENO/ARMANDO	4026	480.00	48.00
PEREZ/JOE A.	4018	3,178.03	107.00
REYNOSO/ALEX	4022	1,975.73	144.00
SANCHEZ-ANAYA/DANIEL G	4035	3,049.09	192.00
PAGE TOTALS ***	6 EMPLOYEES	10,042.85	627.00
FEATURE TOTALS *	6 EMPLOYEES		

PERIOD 2 DATING 7/31/2016- 8/13/2016 CHECK DATE 8/19/2016  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
21926	2,533.04	4038	1 STUB ONLY
21927	221.64	4023	1 STUB ONLY
21928	258.58	4033	1 STUB ONLY
21929	362.75	4042	1 STUB ONLY
21930	2,961.92	4041	1 STUB ONLY
21931	2,239.47	4018	1 STUB ONLY
21932	3,571.31	4022	1 STUB ONLY
21933	386.98	4027	1 STUB ONLY
21934	4,237.73	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

16,773.42 *DIRECT DEPOSIT STUBS	9
0.00 *VENDOR DIR DEP STUBS	0

PAY INFORMATION

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

RUN- 8/22/2016 11:25:40 PAGE 1

GROSS PAY

FIRE - GROSS PAYROLL - PAYROLL #04  
07/31/16-08/13/16 PAYROLL DATE: 08/19/16

PR4B0R-V14.03 ACS Paymate

EMP #	CUR AMT	CUR HRS
4038	3,825.00	303.00
4023	240.00	24.00
4033	280.00	28.00
4042	430.00	43.00
4041	3,825.00	303.00
4018	2,948.64	104.00
4022	4,085.06	240.00
4027	430.00	43.00
4035	7,085.02	303.00
9 EMPLOYEES	23,148.72	1,391.00
PAGE TOTALS ***	23,148.72	1,391.00
FEATURE TOTALS *		

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000494	STATE OF CA-EDD	62313	09/12/16	1,997.55
000799	STATE OF CALIFORNIA	62314	09/12/16	1,258.59
001620	RODRIGUEZ/ROMAN	62315	09/12/16	150.00
000292	VANTAGEPOINT TRAN AGENT-	62316	09/12/16	3,635.40
001011	FRANZEN-HILL CORPORATION	62317	09/12/16	4,498.90
000801	CMRS-TMS/US POSTAL SERVI	62318	09/12/16	1,000.00
000494	STATE OF CA-EDD	62319	09/12/16	1,776.35
000799	STATE OF CALIFORNIA	62320	09/12/16	926.86
001624	VALLEY BUSINESS BANK	62321	09/12/16	5,000.00
000593	ABH FOX SOLUTIONS	62322	09/09/16	260.00
001086	ADSI	62323	09/09/16	1,200.00
000783	AFLAC	62324	09/09/16	1,695.36
000939	ALERT-O-LITE INC.	62325	09/09/16	326.93
000944	AMERIPRIDE UNIFORM SERVI	62326	09/09/16	421.92
001114	AT & T MOBILITY	62327	09/09/16	208.29
001212	AT&T (INTERNET)	62328	09/09/16	467.55
001310	AT&T (INTERNET)	62329	09/09/16	393.81
000334	BANK OF AMERICA	62330	09/09/16	719.22
001226	BENELECT	62331	09/09/16	715.00
001315	BILL WALL'S DIRECT APPRO	62332	09/09/16	30.00
001305	BRAINARD INVESTIGATIONS	62333	09/09/16	1,281.85
000351	BSK ASSOCIATES	62334	09/09/16	2,477.75
000779	C.A. REDDING CO., INC.	62335	09/09/16	258.99
000915	CA STATE DISBURSEMENT UN	62336	09/09/16	723.00
001150	CA STATE DISBURSEMENT UN	62337	09/09/16	1,019.07
001085	CA STATE DISBURSE UNIT	62338	09/09/16	433.38
001089	CA TURF EQUIPMENT & SUPP	62339	09/09/16	834.87
001350	CALIFORNIA CHOICE	62340	09/09/16	18,147.08
001121	CEMEX, INC	62341	09/09/16	922.60
000540	CHERNEY, PH.E./GREGORY N	62342	09/09/16	355.00
000124	COLLINS & SCHOETTLER	62343	09/09/16	819.00
001619	CONSTAR SUPPLY	62344	09/09/16	2,970.96
000863	CRAIGS AUTO PARTS	62345	09/09/16	398.26
000646	DEARBORN NATIONAL LIFE I	62346	09/09/16	268.52
001622	DIRECT MEDIA INC.	62347	09/09/16	1,000.00
001365	DON ROSE OIL COMPANY INC	62348	09/09/16	60.80
001441	DORADO/DENISE K.	62349	09/09/16	1,385.00
001360	FARLEY LAW FIRM	62350	09/09/16	17,568.86
000594	FRANCHISE TAX BOARD	62351	09/09/16	200.00
000196	FRESNO OXYGEN	62352	09/09/16	104.86
000025	GAS COMPANY/THE	62353	09/09/16	92.17
000253	GOODYEAR COMMERCIAL TIRE	62354	09/09/16	3,148.93
001621	GOVERNMENTJOBS.COM INC.	62355	09/09/16	750.00
000846	GUARDIAN-APPLETON	62356	09/09/16	2,076.57
001618	HAL CRUMLY INC	62357	09/09/16	3,790.18
001339	HAMNER JEWELL ASSOCIATES	62358	09/09/16	6,219.19
000807	IDEA PRINTING & GRAPHICS	62359	09/09/16	52.92
000542	K R C SAFETY CO., INC.	62360	09/09/16	236.30

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK OF VISALIA				
001382	LAWRENCE TRACTOR COMPANY	62361	09/09/16	25.03
001223	LEO S NURSERY	62362	09/09/16	226.80
001617	MACIAS/CHARLES E.	62363	09/09/16	125.85
000013	MINERAL KING PUBLISHING	62364	09/09/16	25.00
001616	MODERN BROKER PRESTON MI	62365	09/09/16	33.50
000530	MONARCH FORD	62366	09/09/16	518.22
001623	NEW FASHION	62367	09/09/16	127.68
000038	OFFICE DEPOT	62368	09/09/16	1,770.16
000022	QUAD - KNOFF	62369	09/09/16	14,194.32
001222	RAY MORGAN COMPANY	62370	09/09/16	605.20
000569	ROGER VOGT'S PERFORMANCE	62371	09/09/16	136.15
000983	ROLAND R. ROSALES	62372	09/09/16	25.00
000723	SMITH AUTO - VISALIA	62373	09/09/16	284.95
001615	SOLIS/ODON	62374	09/09/16	13.80
000024	SOUTHERN CALIF EDISON CO	62375	09/09/16	23,226.61
001224	SPECIAL DISTRICT RMA	62376	09/09/16	4,513.57
001178	SPENCE FENCE COMPANY INC	62377	09/09/16	11,831.00
001605	ST JOHN'S RIVER	62378	09/09/16	176.00
001284	TEAMSTERS LOCAL UNION NO	62379	09/09/16	292.04
001124	TF TIRE & SERVICE	62380	09/09/16	43.34
001015	TRUCK PARTS AND SERVICE	62381	09/09/16	491.41
001210	US BANK	62382	09/09/16	1,381.99
001146	USA BLUE BOOK	62383	09/09/16	486.96
001245	VALLEY COMPRESSOR & TOOL	62384	09/09/16	927.00
000141	VALLEY IND & FAM MED GRP	62385	09/09/16	727.21
000832	VERIZON WIRELESS	62386	09/09/16	659.27
001625	VWR	62387	09/09/16	199.00
001327	WIRELESS INTERNET SERVIC	62388	09/09/16	300.00
000585	WOODLAKE CHAMBER	62389	09/09/16	251.59
000027	WOODLAKE GROWERS SUPPLY	62390	09/09/16	1,226.25
000028	WOODLAKE HARDWARE CO	62391	09/09/16	
BANK OF VISALIA				154,452.74

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ABH FOX SOLUTIONS SERVICES 09/2016	260.00	CONTRACTURAL SERVICES	001.0411.060.028		4476		096 00122
ADSI RCRDS MNGMNT SYSTM 9/16	1,200.00	CONTRACTURAL SERVICES	001.0411.060.028		6809		096 00035
AFLAC SUPPLEMNTL INS. 08/2016 SUPPLMNTL INSURANCE 9/16	347.68 347.68 695.36	ACCIDENT & DIS INS WITHH ACCIDENT & DIS INS WITHH *VENDOR TOTAL	001.0000.200.038 001.0000.200.038		487290 912425		096 00038 096 00125
ALERT-O-LITE INC. LINE LAZERS 09/2016	326.93	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		0029445		096 00061
AMERIPRIDE UNIFORM SERVI UNIFORM SERVICES 09/16 UNIFORM SERVICE 09/16 UNIFORM SERVICE 09/16 TRANSIT 09/2016 UNIFORM SERVICE 09/16 UNIFORM SERVICE 09/2016	214.98 15.36 187.74 1.92 0.96 0.96 421.92	SPECIAL DEPARTMENT EXPEN UNIFORM ALLOWANCE SPECIAL DEPARTMENT EXPEN UNIFORM ALLOWANCE UNIFORM ALLOWANCE UNIFORM ALLOWANCE *VENDOR TOTAL	001.0410.060.029 001.0418.050.011 001.0418.060.029 021.0424.050.011 062.0462.050.011 063.0463.050.011		150285642 150285642 150285642 150285642 150285642 150285642		096 00132 096 00133 096 00134 096 00135 096 00136 096 00137
AT & T MOBILITY CELL PHONES 09/2016	208.29	TELEPHONE	004.0414.060.020				096 00111
AT&T OFFICE PHONES 09/2016 PD OFFICE PHONES 09/16 SHOP PHONES 09/2016 WATER DEPT. 09/2016 SEWER DEPT. 09/2016 AIRPORT ATM LINE 09/16 CALNET 3 09/2016 EMMETT'S 09/2016	153.92 126.06 76.42 18.58 17.38 18.34 43.67 13.18 467.55	TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE UTILITIES TELEPHONE TELEPHONE *VENDOR TOTAL	001.0410.060.020 001.0411.060.020 001.0418.060.020 063.0463.060.020 062.0462.060.020 041.0441.060.021 004.0414.060.020 001.0422.060.020				096 00019 096 00020 096 00021 096 00022 096 00023 096 00024 096 00112 096 00224
AT&T (INTERNET) PD INTERNET 09/2016 SHOP INTERNET 09/2016 CITY HALL INTERNET 9/16 FD INTERNET 09/2016 EMMETT'S 09/2016	85.00 70.00 94.00 70.00 74.81 393.81	TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE *VENDOR TOTAL	001.0411.060.020 001.0418.060.020 001.0410.060.020 004.0414.060.020 001.0422.060.020				096 00032 096 00033 096 00034 096 00113 096 00225
BANK OF AMERICA OFFICE SUPPLIES 09/2016 ENGINE MAINT. 09/2016 FIRE GEAR 09/2016 FIRE GEAR 09/2016 HH FIRE STATION 09/2016	8.98 47.30 8.92 11.87 31.14	OFFICE SUPPLIES VEHICLE MAINTENANCE/OPER FIRE GEAR FIRE GEAR HOUSEHOLD FIRE STATION	004.0414.060.023 004.0414.060.032 004.0414.060.058 004.0414.060.058 004.0414.060.016				096 00088 096 00089 096 00090 096 00091 096 00092

Schedule of Bills

ACS FINANCIAL SYSTEM  
09/08/2016 19:06:52

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
BANK OF AMERICA								
STATION MAINT. 09/2016	12.14	FIRE STATION MAINTENANC	004.0414.060.034					096 00093
STATION MAINT. 09/2016	22.63	FIRE STATION MAINTENANC	004.0414.060.034					096 00094
STATION MAINT. 09/2016	22.63	FIRE STATION MAINTENANC	004.0414.060.034					096 00095
OFFICE SUPPLIES 09/2016	19.32	OFFICE SUPPLIES	004.0414.060.023					096 00096
STATION MAINT. 09/2016	131.47	FIRE STATION MAINTENANC	004.0414.060.034					096 00097
SPECIAL DEPT. 09/2016	22.64	SPECIAL DEPARTMENT EXPEN	004.0414.060.029					096 00098
POSTAGE 09/2016	13.36	POSTAGE	004.0414.060.022					096 00099
00C 09/2016	45.25	TRAVEL, CONFERENCES & MT	004.0414.060.030					096 00100
00C 09/2016	29.68	TRAVEL, CONFERENCES & MT	004.0414.060.030					096 00101
00C 09/2016	67.15	TRAVEL, CONFERENCES & MT	004.0414.060.030					096 00102
00C 09/2016	39.75	TRAVEL, CONFERENCES & MT	004.0414.060.030					096 00103
00C 09/2016	18.27	TRAVEL, CONFERENCES & MT	004.0414.060.030					096 00104
00C 09/2016	59.73	TRAINING EXPENSE	004.0414.060.037					096 00105
00C 09/2016	86.11	TRAINING EXPENSE	004.0414.060.037					096 00106
POSTAGE 09/2016	6.47	VEHICLE MAINTENANCE/OPER	004.0414.060.032					096 00107
00C 09/2016	14.41	VEHICLE MAINTENANCE/OPER	004.0414.060.032					096 00108
00C 09/2016	719.22	*VENDOR TOTAL	004.0414.060.032					096 00108

BENELECT	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
EMPLOYEES & RETIREES 9/16	17.56	HEALTH INSURANCE	001.0403.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	17.11	HEALTH INSURANCE	001.0404.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	8.78	HEALTH INSURANCE	001.0405.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	18.42	HEALTH INSURANCE	001.0415.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	7.82	HEALTH INSURANCE	001.0416.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	29.78	HEALTH INSURANCE	001.0418.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	12.41	HEALTH INSURANCE	001.0421.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	41.58	HEALTH INSURANCE	001.0422.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	24.14	HEALTH INSURANCE	061.0461.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	107.50	HEALTH INSURANCE	062.0462.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	98.99	HEALTH INSURANCE	063.0463.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	37.66	HEALTH INSURANCE	021.0424.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	16.51	HEALTH INSURANCE	029.0429.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	8.54	HEALTH INSURANCE	032.0440.050.008		OCTOBER 2016			096 00226
EMPLOYEES & RETIREES 9/16	3.20	HEALTH INSURANCE	001.0402.050.008		OCTOBER 2016			096 00226
PD EXPENSE 09/2016	150.00	HEALTH INSURANCE	001.0411.050.008		OCTOBER 2016			096 00227
FIRE DEPT. 09/2016	90.00	HEALTH INSURANCE	004.0414.050.008		OCTOBER 2016			096 00228
ADMIN 09/2016	0.97	HEALTH INSURANCE	001.0403.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	0.95	HEALTH INSURANCE	001.0404.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	0.48	HEALTH INSURANCE	001.0405.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	1.02	HEALTH INSURANCE	001.0415.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	0.43	HEALTH INSURANCE	001.0416.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	1.65	HEALTH INSURANCE	001.0418.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	0.68	HEALTH INSURANCE	001.0421.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	2.31	HEALTH INSURANCE	001.0422.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	1.34	HEALTH INSURANCE	061.0461.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	5.97	HEALTH INSURANCE	062.0462.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	5.49	HEALTH INSURANCE	063.0463.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	2.09	HEALTH INSURANCE	021.0424.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	0.91	HEALTH INSURANCE	029.0429.050.008		OCTOBER 2016			096 00229
ADMIN 09/2016	0.47	HEALTH INSURANCE	032.0440.050.008		OCTOBER 2016			096 00229

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BENELECT ADMIN 09/2016	0.24 715.00	HEALTH INSURANCE *VENDOR TOTAL	001.0402.050.008		OCTOBER 2016		096 00229
BILL WALL'S DIRECT APPRO UPDATE OF NETWORK 9/16	30.00	CONTRACTURAL SERVICES	001.0411.060.028	15334			096 00026
BRAINARD INVESTIGATIONS BACKGROUND KAIOS 09/16 BCKGRND HOLDBROOKS 9/16	842.35 439.50 1,281.85	CONTRACTURAL SERVICES CONTRACTURAL SERVICES *VENDOR TOTAL	001.0411.060.028 001.0411.060.028	5082B 5083B			096 00054 096 00055
BSK ASSOCIATES WEEKLY EFFLUENT 09/16 BACTI 09/2016 BACTI 09/2016 WEEKLY EFFLUENT 09/16 WDLK PLAZA 09/2016	73.00 90.00 30.00 102.00 2,182.75 2,477.75	CONTRACTURAL SERVICES CONTRACTURAL SERVICES CONTRACTURAL SERVICES CONTRACTURAL SERVICES CONTRACTURAL SERVICES *VENDOR TOTAL	062.0462.060.028 063.0463.060.028 063.0463.060.028 062.0462.060.028 020.0590.739.028	A619452 A619558 A619561 A619975 0077969			096 00076 096 00078 096 00077 096 00058 096 00060
C. A. REDING CO., INC WWTP PRINTER 09/2016	258.99	CONTRACTURAL SERVICES	062.0462.060.028	392515			096 00066
CA STATE DISBURSEMENT UN EMPLOYEE W/HLDNGS 09/2016	723.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		SEPT 2016		096 00081
CA STATE DISBURSEMENT UNI EMPLOYEE W/HLDNGS 09/2016	1,019.07	GARNISHMENT OF WAGES WIT	001.0000.200.033		SEPT 2016		096 00082
CA STATE DISURSE UNIT EMPLOYEE W/HLDNGS 09/2016	433.38	GARNISHMENT OF WAGES WIT	001.0000.200.033		SEPT 2016		096 00083
CA TURF EQUIPMENT & SUPP RIDER 09/2016 RIDER 09/2016 SEDGEHAMMER 09/2016	142.02 568.07 124.78 834.87	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	029.0429.060.029 001.0421.060.029 062.0462.060.029	305037 305037 305038			096 00073 096 00074 096 00045
CALIFORNIA CHOICE CITY EMPLOYEES 09/2016 CITY EMPLOYEES 09/2016	522.56 509.13 261.32 548.09 232.89 886.03 369.40 1,237.23 718.38 3,198.44 2,945.45 1,120.58	HEALTH INSURANCE HEALTH INSURANCE	001.0403.050.008 001.0404.050.008 001.0405.050.008 001.0415.050.008 001.0416.050.008 001.0418.050.008 001.0421.050.008 001.0422.050.008 061.0461.050.008 062.0462.050.008 063.0463.050.008 021.0424.050.008				096 00126 096 00126

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CALIFORNIA CHOICE CITY EMPLOYEES 09/2016	491.33	HEALTH INSURANCE	029.0429.050.008				096 00126
CITY EMPLOYEES 09/2016	254.15	HEALTH INSURANCE	032.0440.050.008				096 00126
CITY EMPLOYEES 09/2016	93.75	HEALTH INSURANCE	001.0402.050.008				096 00126
CITY INS W/H EMPLEE 9/16	2,600.00	HEALTH INSURANCE WITHHEL	001.0000.200.031				096 00127
PD EXPENSE 09/2016	638.59CR	HEALTH INSURANCE	001.0411.050.008		OCTOBER 2016		096 00128
FIRE EXPENSE 09/2016	2,586.29	HEALTH INSURANCE	004.0414.050.008		OCTOBER 2016		096 00129
FIRE INS W/H EMP 9/16	210.65	HEALTH INSURANCE WITHHEL	004.0000.200.031		OCTOBER 2016		096 00130
	18,147.08	*VENDOR TOTAL					
CEMEX, INC SUPPLIES 09/2016	529.42	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		9433831429		096 00065
SUPPLIES 09/2016	393.18	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		94338855088		096 00064
	922.60	*VENDOR TOTAL					
CHERNEY, PH.E./GREGORY N PREEMPLMNT EVAL 09/16	355.00	CONTRACTURAL SERVICES	001.0411.060.028				096 00059
CMRS-TMS/US POSTAL SERVI REFUSE POSTAGE 9/16	300.00	POSTAGE	061.0461.060.022				126 00006
SEWER POSTAGE 9/16	300.00	POSTAGE	062.0462.060.022				126 00007
WATER POSTAGE 09/16	300.00	POSTAGE	063.0463.060.022				126 00008
CITY POSTAGE 09/16	100.00	POSTAGE	001.0410.060.022				126 00009
	1,000.00	*VENDOR TOTAL					
COLLINS & SCHOETTLE PLANNING CNSLTMNT 09/16	819.00	CONTRACTURAL SERVICES	001.0405.060.028				096 00047
CONSTAR SUPPLY MLTIQUIP CMPCTR 09/2016	1,485.48	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		524500		096 00120
MLTIQUIP CMPCTR 09/16	1,485.48	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		524500		096 00121
	2,970.96	*VENDOR TOTAL					
CRAIGS AUTO PARTS CAR WASH GALN 09/2016	13.80	CONTRACTURAL SERVICES	001.0411.060.028		637950		096 00158
BATTERY 09/2016	90.57	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		638011		096 00159
FRIG OIL 09/2016	22.01	VEHICLE MAINTENANCE/OPER	001.0411.060.032		638165		096 00160
CIRCUIT BREAKER 09/2016	7.30	SPECIAL DEPARTMENT EXPEN	004.0414.060.029		638181		096 00156
SPARK PLUG 09/2016	2.13	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		638637		096 00157
SUPPLIES 09/2016	54.08	CONTRACTURAL SERVICES	001.0411.060.028		638650		096 00161
SPRK PLGS/SUPPLIES 9/16	53.21	VEHICLE MAINTENANCE/OPER	001.0411.060.032		638774		096 00162
GRSE GUN 09/2016	29.89	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		639171		096 00163
SUPPLIES 09/2016	125.27	VEHICLE MAINTENANCE/OPER	001.0411.060.032		639459		096 00164
	398.26	*VENDOR TOTAL					
DEARBORN NATIONAL LIFE I CITY EMPLOYEES 09/16	1.41	HEALTH INSURANCE	001.0402.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	7.33	HEALTH INSURANCE	001.0403.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	7.14	HEALTH INSURANCE	001.0404.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	3.66	HEALTH INSURANCE	001.0405.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	7.69	HEALTH INSURANCE	001.0415.050.008		SEPT. 2016		096 00004

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DEARBORN NATIONAL LIFE I CITY EMPLOYEES 09/16	3.27	HEALTH INSURANCE	001.0416.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	12.44	HEALTH INSURANCE	001.0418.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	5.18	HEALTH INSURANCE	001.0421.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	17.37	HEALTH INSURANCE	001.0422.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	10.08	HEALTH INSURANCE	061.0461.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	44.91	HEALTH INSURANCE	062.0462.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	41.36	HEALTH INSURANCE	063.0463.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	15.73	HEALTH INSURANCE	021.0424.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	6.89	HEALTH INSURANCE	029.0429.050.008		SEPT. 2016		096 00004
CITY EMPLOYEES 09/16	3.56	HEALTH INSURANCE	032.0440.050.008		SEPT. 2016		096 00004
PD EMPLOYEES 09/16	80.50	HEALTH INSURANCE	001.0411.050.008		SEPT. 2016		096 00005
	268.52	*VENDOR TOTAL					
DIRECT MEDIA INC. SEQUOIA VSTR GUIDE 9/16	1,000.00	COMMUNITY PROMOTION FUND	001.0409.060.066		16620		096 00131
DON ROSE OIL COMPANY INC SUPPLIES 09/2016	60.80	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		386619		096 00075
DORADO/DENISE K. EMPLOYEE W/HLDNGS 09/2016	1,385.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		SEPT 2016		096 00080
FARLEY LAW FIRM GENERAL MATTERS 09/16	2,073.36	LEGAL SERVICES - RETAINE	001.0410.060.025				096 00029
GARIBAY MATTERS 09/16	5,017.00	LEGAL SERVICES - RETAINE	001.0411.060.025				096 00030
SUNSET DISPOSAL 09/16	10,478.50	LEGAL SERVICES - RETAINE	061.0461.060.025				096 00031
	17,568.86	*VENDOR TOTAL					
FRANCHISE TAX BOARD EMPLOYEE W/HLDNGS 09/2016	200.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		SEPT 2016		096 00079
FRANZEN-HILL CORPORATION SERVICES AT AIRPORT 9/16	498.90	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		155471		126 00005
FRESNO OXYGEN SUPPLIES 09/2016	85.76	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		61875808		096 00067
MEDICAL SUPPLIES 09/16	19.10	MEDICAL SUPPLIES	004.0414.060.040		61878077		096 00109
	104.86	*VENDOR TOTAL					
GAS COMPANY/THE CITY HALL 09/2016	35.94	UTILITIES	001.0410.060.021				096 00017
SHOP DEPT 09/2016	17.47	UTILITIES	001.0418.060.021				096 00018
325 E. ANTELOPE 09/16	14.61	UTILITIES	004.0414.060.021				096 00114
FIRE STATION 09/2016	24.15	UTILITIES	004.0414.060.021				096 00115
	92.17	*VENDOR TOTAL					
GOODYEAR COMMERCIAL TIRE TIRE STOCK 09/2016	3,148.93	VEHICLE MAINTENANCE/OPER	001.0411.060.032				096 00041

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GOVERNMENTJOBS.COM INC. SUBSCRIPTION 09/2016	750.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		INV187082		096 00087
GUARDIAN-APPLETON		HEALTH INSURANCE	001.0402.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	10.07	HEALTH INSURANCE	001.0403.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	55.73	HEALTH INSURANCE	001.0404.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	54.30	HEALTH INSURANCE	001.0405.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	27.87	HEALTH INSURANCE	001.0415.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	58.45	HEALTH INSURANCE	001.0416.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	24.83	HEALTH INSURANCE	001.0418.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	94.50	HEALTH INSURANCE	001.0421.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	39.39	HEALTH INSURANCE	001.0422.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	131.95	HEALTH INSURANCE	061.0461.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	76.61	HEALTH INSURANCE	062.0462.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	341.13	HEALTH INSURANCE	063.0463.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	314.14	HEALTH INSURANCE	021.0424.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	119.51	HEALTH INSURANCE	029.0429.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	52.40	HEALTH INSURANCE	032.0440.050.008		SEPT. 2016		096 00001
EMPLOYER CONTRBTN 09/2016	27.10	HEALTH INSURANCE	001.0411.050.008		SEPT. 2016		096 00002
POLICE EMPLOYEES 09/16	378.38	HEALTH INSURANCE	004.0414.050.008		SEPT. 2016		096 00003
FIRE EMPLOYEES 09/2016	2,076.57	*VENDOR TOTAL					
HAL CRUMLY INC SERVICES 09/2016	360.00	CONTRACTURAL SERVICES	001.0411.060.028		17592		096 00118
NEW AC FOR SRVER RM 9/16	3,430.18	CONTRACTURAL SERVICES	001.0411.060.028		17595		096 00119
	3,790.18	*VENDOR TOTAL					
HAMNER JEWELL ASSOCIATES PLAZA PROJECT 09/16	1,968.75	CONTRACTURAL SERVICES	020.0590.739.028		8311		096 00138
S.VLNCIA ADA PROJ 9/16	4,250.44	CONTRACTURAL SERVICES	022.0590.734.028		8312		096 00139
	6,219.19	*VENDOR TOTAL					
IDEA PRINTING & GRAPHICS J BCANGRA BUS CRDS 9/16	52.92	SPECIAL DEPARTMENT EXPEN	001.0415.060.029		91844		096 00070
K R C SAFETY CO., INC, RMVBLE ADHSVE FLM 9/16	236.30	SPECIAL DEPARTMENT EXPEN	061.0461.060.029		E-2109		096 00056
LAWRENCE TRACTOR COMPANY FILLER CAP 09/2016	25.03	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		180297		096 00048
LEO'S NURSERY SKY ROCKET GRASS 09/16	226.80	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		16033		096 00052
MACIAS/CHARLES E. WTR DEPOSIT RFND 09/2016	125.85	UTILITY DEPOSITS	001.0000.200.034		491 MULBERRY		096 00086
MINERAL KING PUBLISHING SUNGZTTE SUBSCRPTN 9/16	25.00	MEMBERSHIPS & SUBSCRIPTI	001.0401.060.038				096 00140

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MODERN BROKER PRESTON MI WTR DEPOSIT REFND 09/16	33.50	UTILITY DEPOSITS	001.0000.200.034		360 RIVERSIDE		096 00085
MONARCH FORD SERVICES 09/2016	46.89	VEHICLE MAINTENANCE/OPER	001.0411.060.032		52885		096 00043
SERVICES 09/2016	396.88	VEHICLE MAINTENANCE/OPER	001.0411.060.032		52921		096 00051
SUPPLIES 09/2016	74.45	VEHICLE MAINTENANCE/OPER	001.0411.060.032		99640		096 00053
	518.22	*VENDOR TOTAL					
NEW FASHION WATER DEP RFND 09/16	127.68	UTILITY DEPOSITS	001.0000.200.034		132 N. VINCIA		096 00141
OFFICE DEPOT PENS/LABELS/TAPE 9/16	157.89	OFFICE SUPPLIES	001.0410.060.023		849549189001		096 00198
SHOULDER REST 09/16	7.27	OFFICE SUPPLIES	001.0410.060.023		849549236001		096 00199
SUPPLIES 09/2016	99.11	OFFICE SUPPLIES	001.0411.060.023		850805711001		096 00200
BATTERIES/SANITIZER 9/16	20.43	OFFICE SUPPLIES	001.0410.060.023		851177478001		096 00201
KEYBOARD 09/2016	19.86	OFFICE SUPPLIES	001.0410.060.023		851177686001		096 00202
MOUSE 09/2016	13.75	OFFICE SUPPLIES	001.0410.060.023		851177688001		096 00203
SUPPLIES FOR PD 09/16	308.32	OFFICE SUPPLIES	001.0411.060.023		852219233001		096 00204
ENVELOPE CLASP 09/16	7.33	OFFICE SUPPLIES	001.0411.060.023		852219631001		096 00205
DIVIDERS 09/2016	73.00	OFFICE SUPPLIES	001.0411.060.023		852219632001		096 00206
ADDRESS LABEL ROLLS 9/16	31.76	OFFICE SUPPLIES	001.0411.060.023		853050580001		096 00207
FEBREZE 09/2016	7.10	OFFICE SUPPLIES	001.0410.060.023		853050580001		096 00208
DISINFECTANT WIPES 9/16	19.43	OFFICE SUPPLIES	001.0410.060.023		853050688001		096 00209
PAPER 09/2016	181.31	OFFICE SUPPLIES	001.0410.060.023		854761001001		096 00222
SUPPLIES 09/2016	104.00	OFFICE SUPPLIES	001.0411.060.023		855331867001		096 00221
NOTEPRO 09/2016	17.16	OFFICE SUPPLIES	001.0410.060.023		855332268001		096 00223
SUPPLIES 09/2016	262.19	OFFICE SUPPLIES	062.0462.060.023		856721380001		096 00210
SUPPLIES 09/2016	262.19	OFFICE SUPPLIES	063.0463.060.023		856721380001		096 00211
PENCILS 09/2016	5.93	OFFICE SUPPLIES	062.0462.060.023		856721478001		096 00212
PENCILS 09/2016	5.94	OFFICE SUPPLIES	063.0463.060.023		856721478001		096 00213
CLOCK FOR SHOP 09/16	21.59	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		857714290001		096 00214
BATTERIES 09/2016	10.89	OFFICE SUPPLIES	062.0462.060.023		857714329001		096 00215
BATTERIES 09/2016	10.90	OFFICE SUPPLIES	063.0463.060.023		857714329001		096 00216
AIR FRESHNER 09/2016	11.29	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		857714330001		096 00217
3PK FILE WALL 09/16	8.56	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		860589433001		096 00218
MANILA FOLDERS 09/2016	48.15	OFFICE SUPPLIES	001.0410.060.023		860589514001		096 00219
SUPPLIES 09/2016	54.81	OFFICE SUPPLIES	001.0411.060.023		861254665001		096 00220
	1,770.16	*VENDOR TOTAL					
QUAD - KNOPE NEXUS STUDY 09/2016	2,942.20	CONTRACTURAL SERVICES	004.0414.060.028		85508		096 00145
DESGN INSTL WTR MTR 9/16	11,252.12	CONTRACTURAL SERVICES	063.0463.060.028		85514		096 00050
	14,194.32	*VENDOR TOTAL					
RAY MORGAN COMPANY CITY PRINTER 09/16	496.44	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1315278		096 00036
PD PRINTER 09/2016	108.76	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		1327411		096 00037
	605.20	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
RODRIGUEZ/ROMAN WTR DEPOSIT RFND 9/16	150.00	UTILITY DEPOSITS	001.0000.200.034		137 S PALM B		126 00011
ROGER VOGT'S PERFORMANCE SERVICES 09/2016	136.15	VEHICLE MAINTENANCE/OPER	001.0411.060.032		26404		096 00044
ROLAND R. ROSALES TRANSCRIPTION SERV. 9/16	25.00	CONTRACTURAL SERVICES	001.0411.060.028		15-696		096 00028
SMITH AUTO - VISALIA OIL CHANGE DECALS 9/16 SUPPLIES 09/2016	2.81 282.14 284.95	VEHICLE MAINTENANCE/OPER SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	001.0411.060.032 021.0424.060.029		01IN087004 01IN091751		096 00049 096 00057
SOLIS/ODON WTR DEPOSIT RFND 09/2016	13.80	UTILITY DEPOSITS	001.0000.200.034		162 MANZANILLO		096 00084
SOUTHERN CALIF EDISON CO CITY ADMIN BLDNG 09/16 WTR DEPT. 09/16 MAINT. SHOP 09/16 PARKS DEPT. 09/16 SEWER DEPT. 09/16 AIRPORT 09/2016 SUBDVSN LIGHTING 09/16 STREETS 09/2016 325 E. ANTELOPE 09/16 FINANCE CHARGES 09/16	1,458.35 10,962.34 414.45 62.03 6,942.01 121.37 180.10 2,936.34 146.98 2.64 23,226.61	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES *VENDOR TOTAL	001.0410.060.021 063.0463.060.021 001.0418.060.021 001.0421.060.021 062.0462.060.021 041.0441.060.021 029.0429.060.021 001.0422.060.021 004.0414.060.021 001.0410.060.021 *VENDOR TOTAL				096 00009 096 00010 096 00011 096 00012 096 00013 096 00014 096 00015 096 00016 096 00110 096 00231
SPECIAL DISTRICT RMA WORKERS COMP 09/16	4,513.57	WORKER'S COMPENSATION IN	004.0414.050.007		54506		096 00144
SPENCE FENCE COMPANY INC INSTLLD FENCE 09/16 FENCE PROJECT 09/2016	985.00 10,846.00 11,831.00	SPECIAL DEPARTMENT EXPEN CONTRACTURAL SERVICES *VENDOR TOTAL	063.0463.060.029 004.0414.060.028		5563 6611		096 00072 096 00117
ST JOHN'S RIVER ASSESSMENT #690	330.00	UTILITIES	001.0421.060.021		241		096 00124
STATE OF CA-EDD CITY STATE TX DEP 9/16 CITY ST TAX DEP 09/2016	1,776.35 1,997.55 3,773.90	WITHHOLDING TAX-STATE WITHHOLDING TAX-STATE *VENDOR TOTAL	001.0000.200.028 001.0000.200.028				126 00001 126 00003
STATE OF CALIFORNIA FIRE ST TAX DEP 09/2016 FIRE ST TAX DEP 9/16	926.86 1,258.59 2,185.45	WITHHOLDING TAX-STATE WITHHOLDING TAX-STATE *VENDOR TOTAL	004.0000.200.028 004.0000.200.028				126 00002 126 00004



VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VWR CHEMISTRY POL KIT 9/16	659.27	SPECIAL DEPARTMENT	EXPEN 062.0462.060.029		8046001994		096 00230
WIRELESS INTERNET SERVIC WIRELESS INTERNET 9/16	199.00	TELEPHONE	001.0410.060.020		1164479		096 00123
WOODLAKE CHAMBER PARK DEP. RFND 09/2016	100.00	DEPOSITS FORM OTHERS	001.0000.200.035				096 00025
198. SIGN REPAIR 9/16	200.00	COMMUNITY PROMOTION FUND	001.0409.060.066				096 00027
	300.00	*VENDOR TOTAL					
WOODLAKE GROWERS SUPPLY ROLLER PADS 09/2016	6.46	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		225476		096 00151
STATION MAINT. 09/2016	46.46	FIRE STATION MAINTENANC	004.0414.060.034		225504		096 00143
STATION MAINT. 09/16	51.30	FIRE STATION MAINTENANC	004.0414.060.034		225669		096 00142
GERARDO RTRN JEANS 9/16	32.39	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		225976		096 00154
CAN DOG FOOD 09/16	17.82	CONTRACTURAL SERVICES	001.0411.060.028		226110		096 00155
VICTOR PANTS 09/2016	80.97	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		226878		096 00152
VICTOR PANTS 09/2016	80.97	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		226878		096 00153
	251.59	*VENDOR TOTAL					
WOODLAKE HARDWARE CO FLEX JOINT KNIFE 09/16	6.47	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A16410		096 00165
4PK BATTERIES 09/2016	17.27	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A16542		096 00168
STUDS 09/2016	10.88	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A16568		096 00192
STUDS 09/2016	21.78	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A16572		096 00193
SUPPLIES 09/2016	37.17	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		A16811		096 00169
AUTO BODY FILLER 09/16	28.07	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		A16883		096 00170
CONCRETE MIX 09/2016	112.15	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A16943		096 00194
SUPPLIES 09/2016	33.32	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		A16947		096 00172
WIND/DR CAULK 09/2016	19.41	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A16985		096 00173
SUPPLIES 09/2016	121.98	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A17080		096 00174
SID FEM ABRATOR 9/16	2.37	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		A17096		096 00175
PLYWOOD 09/2016	70.14	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A17280		096 00176
NUTS/BOLTS 09/2016	15.53	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A17308		096 00177
NUTS/BOLTS 09/2016	6.57	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A17439		096 00178
SUPPLIES 09/2016	6.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A17482		096 00180
SUPPLIES 09/2016	30.40	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		A17515		096 00181
SUPPLIES 09/2016	95.16	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		A17638		096 00184
RETURN 09/2016	7.55	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		A17666		096 00182
SUPPLIES 09/2016	74.33	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		A17738		096 00185
STATION MAINT. 09/2016	12.05	FIRE STATION MAINTENANC	004.0414.060.034		A17817		096 00147
SUPPLIES 09/2016	6.46	FIRE STATION MAINTENANC	004.0414.060.034		A17828		096 00148
SUPPLIES 09/2016	46.62	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		A17834		096 00187
SUPPLIES 09/2016	8.09	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		A17927		096 00196
PRUNING SHEARS 09/2016	7.55	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		A18078		096 00191
LITH BATTERIES 09/2016	15.64	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		A18183		096 00197
RETURN 09/2016	11.34	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		B14608		096 00166
STUDS 09/2016	55.49	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		B14653		096 00167

ACS FINANCIAL SYSTEM  
 09/08/2016 19:06:52

VENDOR NAME  
 DESCRIPTION

WOODLAKE HARDWARE CO  
 MALE COUPLING 09/2016  
 STATION MAINT 09/2016  
 DECK SCRUB BRUSH 09/16  
 SUPPLIES 09/2016  
 SUPPLIES 09/2016  
 SUPPLIES 09/2016  
 COUPLINGS 09/2016  
 SUPPLIES 09/2016  
 STATION MAINT 09/2016  
 DRY WALL TAPE 09/2016

Schedule of Bills

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 CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
12.94	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		B14961		096 00171
5.16	FIRE STATION MAINTENANC	004.0414.060.034		B15017		096 00146
15.10	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		B15292		096 00179
167.74	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		B15476		096 00183
95.50	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		B15596		096 00188
44.22	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		B15617		096 00186
5.48	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		B15655		096 00195
14.37	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		B15768		096 00189
2.15	FIRE STATION MAINTENANC	004.0414.060.034		B15803		096 00149
21.58	SPECIAL DEPARTMENT EXPEN	001.0411.060.034		B15810		096 00190
1,226.25	*VENDOR TOTAL					

ACS FINANCIAL SYSTEM  
09/08/2016 19:06:52

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CITY OF WOODLAKE

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	154,452.74					

RECORDS PRINTED - 000323

Schedule of Bills

CITY OF WOODLAKE  
GL060S-V08.03 RECAPPAGE  
GL540R

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

DATE ..... APPROVED BY .....

# City of Woodlake

## **AGENDA ITEM IV-C**

**September 12, 2016**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approval of the August 2016 Monthly Report of Investments

### **BACKGROUND:**

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

### **DISCUSSION:**

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

### **RECOMMENDATIONS:**

Staff recommends that Council approve the August 2016 Monthly Report of Investments as submitted.

### **FISCAL IMPACT:**

There is no fiscal impact.

### **ATTACHMENTS:**

1. Resolution: Approval of the August 2016 Monthly Report of Investments
2. August Monthly Report of Investments

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

In the matter of:

APPROVAL OF THE AUGUST            )  
2016 MONTHLY REPORT OF        )  
INVESTMENTS                        )

Resolution No:

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Approve the City of Woodlake’s Augustt 2016 Monthly Report of Investments.

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

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

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the City of Woodlake’s August 2016 Monthly Report of Investments.

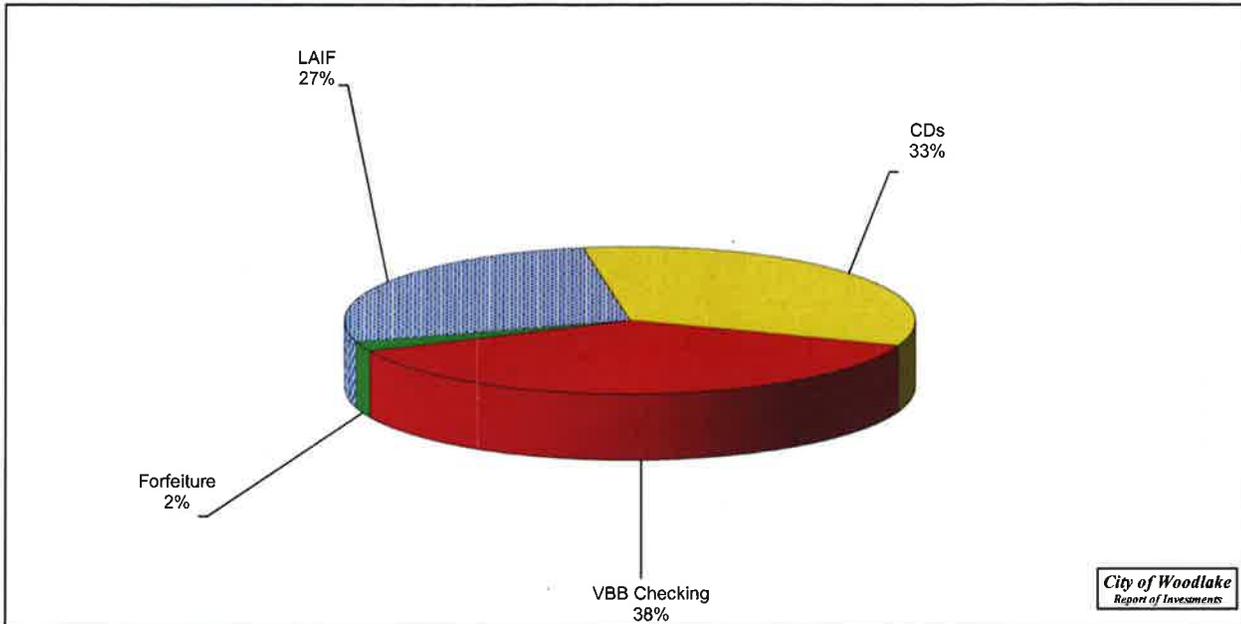
The foregoing resolution was adopted upon a motion of Councilmember \_\_\_\_\_, and seconded by Councilmember \_\_\_\_\_, and carried by the following vote at the City Council meeting held on September 12, 2016.

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

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

ATTEST:

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

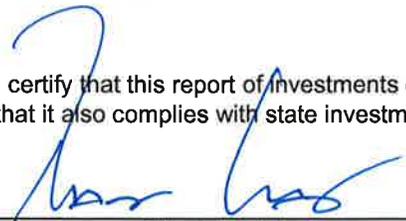


City of Woodlake  
Report of Investments

### August 31, 2016

<u>Investment Type</u>	<u>Principal</u>	<u>Percent of Portfolio</u>	<u>Yield to Maturity</u>	<u>Settlement Date</u>	<u>Maturity</u>
Checking - Valley Business Bank	\$2,731,190	37.6%	None	N/A	N/A
Checking - Asset Forfeiture	\$154,009	2.1%	0.2%	N/A	Monthly
LAIF	\$1,963,126	27.1%	0.55%	N/A	Daily
MBS - miscellaneous Portfolio Holdings	\$13	0.0%			
Finance500 - Net Portfolio Balance	\$99,010	1.4%			
American Express Centurion Bk CFT Dep	\$103,483	1.4%	2.20%	10/21/15	10/21/20
GE Cap Finl Inc	\$99,644	1.4%	2.10%	12/02/11	12/02/16
Sallie Mae (Salt Lake City UT)	\$101,453	1.4%	2.15%	10/30/13	10/30/18
Goldman Sachs BK USA New York	\$102,314	1.4%	2.00%	06/11/14	06/11/19
Goldman Sachs BK USA New York CTF 2	\$51,842	0.7%	2.10%	01/27/16	01/27/21
Goldman Sachs BK USA New York CTF DEP	\$102,341	1.4%	2.00%	04/30/14	04/30/19
Saussexbank Frank NJ CTF DEP ACT/365	\$48,378	0.7%	1.80%	01/28/16	01/28/21
State Bank India New York NY	\$102,517	1.4%	2.15%	09/11/14	09/11/19
State Bk India New York NY	\$202,184	2.8%	2.00%	04/27/12	04/27/17
Bank North Carolina NC	\$202,858	2.8%	1.60%	01/16/15	07/16/18
Federal Natl Mtg Assn Prin	\$485,995	6.7%	2.50%	04/27/12	02/01/19
Federal Natl Mtg Assn S/CAP	\$96,061	1.3%	2.50%	04/27/12	10/09/19
BMW Bank of North America	\$258,138	3.6%	2.15%	12/10/14	12/10/19
CIT BK Salt Lake City UT CD	\$257,200	3.5%	2.25%	12/24/14	12/24/19
Synchrony Bank	\$95,511	1.3%	1.90%	03/06/15	03/06/20
<b>Total Portfolio</b>	<b>\$7,257,266</b>	<b>100%</b>			

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

  
 Ramon Lara, City Administrator

09/02/16  
 Date

# City of Woodlake

## **AGENDA ITEM V-B**

**September 12, 2016**

**Prepared by Jason Waters, City Staff**

### **SUBJECT:**

**Information:** Update on the Status of the Greater Kaweah GSA

### **BACKGROUND:**

On September 16, 2014, Governor Jerry Brown signed into law the Sustainable Groundwater Management Act of 2014 (“SGMA”), which authorized local agencies to manage groundwater in a sustainable fashion. SGMA requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources (“DWR”), to be managed by a Groundwater Sustainability Agency (“GSA”);

### **DISCUSSION:**

The Sustainable Groundwater Management Act requires all local agencies to be part of a Groundwater Sustainability Agency. City Staff has been closely involved in the formation of the Greater Kaweah GSA, which will be one of three potential GSAs within the Kaweah Subbasin. The formation of a Joint Powers Authority was formalized earlier this month.

The members of the Greater Kaweah JPA are as follows:

1. County of Tulare
2. Kaweah Delta Water Conservation District
3. Kings County Water District
4. St. Johns Water District
5. Lakeside Irrigation Water District

The City of Woodlake is not a formal member of the JPA, but will be part of the “Rural Communities Committee” which will have a one seat of nine available seats on the GSA Board.

City Staff will participate in a meeting discuss the roles and responsibilities of the “Rural Communities Committee” on September 8<sup>th</sup>. Staff will provide an update on this meeting to Council.

### **RECOMMENDATIONS:**

No staff recommendation

**FISCAL IMPACT:**

There is no fiscal impact.

**ATTACHMENTS:**

None.

# City of Woodlake

## **AGENDA ITEM V-C**

**September 12, 2016**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the Property with APN# 060-131-016

### **BACKGROUND:**

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

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

### **DISCUSSION:**

The City acquired the property with APN# 060-131-016 from Union Pacific for one hundred fifty-one thousand four hundred and ninety-seven dollars and no cents (\$151,497.00). The City has negotiated a sale price to Hafeltry Development Company, LLC for one hundred and fifty-five thousand dollars and no cents (\$155,000.00). If the agreement is finalized the property would be used for the development of a retail business. During development of the property, all offsite improvements would be constructed by the developer.

### **RECOMMENDATIONS:**

City staff recommends that Council enter into a purchase and sale agreement with Hafeltry Development Company, LLC for the property with APN# 060-131-016.

### **FISCAL IMPACT:**

All proceeds from the sale would be credited to the City of Woodlake General Fund as the property is a City General Fund asset.

**ATTACHMENTS:**

1. Resolution: Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the Property with APN# 060-131-016
2. Attachment No. 1 – Purchase and Sale Agreement

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

In the matter of:

ENTERING INTO A PURCHASE AND ) Resolution No.  
SALE AGREEMENT WITH HAFELTRY )  
DEVELOPMENT COMPANY, LLC )  
FOR THE PROPERTY WITH APN# 060-131-016)

Councilmember \_\_\_\_\_, offered the following resolution and moved its adoption. Enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the property with APN# 060-131-016.

WHEREAS, the City acquired the property with APN# 060-131-016 for one hundred fifty-one thousand four hundred and ninety-seven dollars and no cents (\$151,497.00), the property is 33,666 square feet and the City paid \$4.50 a square foot; and,

WHEREAS, the property was acquired by the General Fund and was booked as a General Fund Asset.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to enter into a Purchase and Sale Agreement with Hafeltry Development Company, LLC for the property with APN# 060-131-016 in the amount of one hundred and fifty-five thousand dollars and no cents (\$155,000.00) (see attached agreement).

The foregoing resolution was adopted upon a motion of Councilmember \_\_\_\_\_, and seconded by Councilmember \_\_\_\_\_, and carried by the following vote at the City Council meeting held on September 12, 2016.

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

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

ATTEST:

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

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into as of the 15th day of July, 2016 (“**Effective Date**”) between **CITY OF WOODLAKE** (“**Seller**”) and **HALFERTY DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company, or its assignee (“**Buyer**”). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

WHEREAS, Buyer is the purchaser of certain real property, described hereafter, within Tulare County, California (“**Property**”) and more particularly described in and evidenced by a certain quitclaim deed, to Buyer as grantee and from Seller as grantor, to be recorded under this Agreement, in the Official Records of Tulare County, California; and

WHEREAS, Seller desires to retain or acquire from Buyer the exclusive right to repurchase, without the obligation to repurchase, the Property at the price and upon terms and conditions provided for in this Agreement.

1. Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the “**Property**” containing approximately 35,075 square feet of land located at the southwest corner of Naranjo Boulevard and Acacia Street in the City of Woodlake, County of Tulare, State of California, also known as Assessor’s Parcel Map Number 060-131-016, and more particularly described in **EXHIBIT “A”** attached hereto, upon the terms and conditions set forth in this Agreement.

2. Financial Terms.

A. Purchase Price. The total “**Purchase Price**” shall be One Hundred Fifty-Five Thousand and No/100 Dollars (\$155,000.00).

B. Deposit. Within five (5) business days after the full execution and delivery of this Agreement, Buyer shall open an escrow account (“**Opening of Escrow**”) with the Los Angeles office of Fidelity National Title -- Bobbie Purdy, Escrow Officer (“**Escrow Holder**”). Within five (5) business days of Opening of Escrow, Buyer shall deliver funds (the “**Deposit**”) in the amount of One Thousand and No/100 Dollars (\$1,000.00) to Escrow Holder. Until 5:00 p.m. Pacific time on the last day of the Site Investigation Period, the Deposit shall remain refundable to Buyer if the transaction contemplated by this Agreement is not consummated for any reason whatsoever, provided that all expenses related to cancellation of the

escrow are paid by Buyer. Thereafter, the Deposit and all interest that is earned by said funds shall be credited against the Purchase Price at Close of Escrow or otherwise disbursed in accordance with the terms of this Agreement.

- C. Balance. The balance of the Purchase Price (after credit for the Deposit and interest accrued thereon) shall be paid by Buyer to Seller at the Close of Escrow, by cash, [title company or bank check, or wire transfer] to an account designated by Seller. All funds must be received and cleared by Close of Escrow.

3. Close of Escrow.

- A. Date. The conveyance of the Property and the payment of the balance of the Purchase Price (“**Close of Escrow**”) shall take place at the office of Escrow Holder, during normal business hours, within thirty (30) days following satisfaction of all of the conditions set forth in paragraph 4 below.
- B. Conveyance. At Close of Escrow, upon the receipt of the Purchase Price, Seller shall deliver to Buyer a quitclaim deed (“**Deed**”) in recordable form, conveying such fee simple title to the Property as was acquired by Seller by quitclaim deed, subject only to current real property taxes and those title exceptions approved by Buyer, and free of all contracts, leases and like documents, except as approved by Buyer in writing, together with a Buyer-paid ALTA policy, if available, insuring such title in Buyer. Seller shall also execute and deliver to Buyer a certification, acceptable to Buyer, setting forth Seller’s address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue and Code of 1986, as amended. In addition, Seller shall execute and deliver to Buyer evidence satisfactory to Buyer that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended (or comparable regulations of other jurisdictions) and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant to such provisions.
- C. Costs and Prorations. Real estate taxes, outstanding assessments that are not liens on the Property, fire and extended coverage insurance premiums, rent, utilities and operating expenses (as applicable) shall be prorated as of the date of Close of Escrow. Buyer shall pay all escrow fees, any transfer taxes and recording fees. Each party shall pay its own attorneys’ fees and costs.

D. Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.

4. Approval Periods.

A. Title Matters. Within twenty (20) days after the Opening of Escrow, Seller shall furnish to Buyer, at Seller's expense, a preliminary title report and binder on the Property, copies of all exceptions, conditions, covenants and restrictions affecting the Property, and a copy of all rental agreements and other evidence of the potential rights of anyone other than Seller to the Property ("**Title Commitment**"). The Title Commitment shall be issued by Fidelity National Title ("**Title Company**") and shall show good and marketable title in Seller. Buyer shall have twenty (20) days after receipt of the Title Commitment to object to Seller in writing. If Buyer timely and reasonably objects to the condition of title Buyer shall be deemed to have elected to terminate this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit and cancellation of the escrow. Buyer's failure to object or otherwise disapprove of the condition of title in writing on or before the aforementioned deadline shall constitute Buyer's approval thereof and election to waive said condition.

B. Site Investigation Period. Buyer shall have two hundred seventy (270) days following Opening of Escrow ("**Site Investigation Period**") to enter upon the Property and investigate whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended purpose. The investigation may include, without limitation, soil and sub-soil conditions, wetland demarcations, environmental, engineering, surveys, land use and planning, utility and other studies, provided that Buyer provides to Seller copies of any and all reports prepared. Any such entry shall be at Buyer's expense and risk (holding Seller harmless from any claims for injury to person or property arising from Buyer's activities on the Property), but shall not constitute a taking of possession, and Buyer shall return each test location to substantially its original condition. This investigation may also include (i) obtaining final approval by a major tenant for the development of a store on the Property and (ii) dealing with governmental bodies with authority over the Property. Should Buyer determine that the Property is not suitable, Buyer shall provide written notice of same to Escrow Holder within five (5) days after the end of the Site Investigation Period and the Deposit shall then be promptly returned to Buyer and this Agreement shall be terminated with no further obligations to either party, other than the hold harmless

provisions within this Agreement which shall survive as to any actions arising prior to termination of this Agreement.

- C. Development Approvals. If the Property needs to be rezoned, replatted, its permitted use changed or similarly redesignated or have building permits issued (“**Development Approvals**”), Buyer shall have one hundred eighty (180) days from the end of the Site Investigation Period to use reasonable efforts to accomplish such Development Approvals (“**Development Approval Period**”). Buyer shall pay all costs of Development Approvals, and Seller will cooperate (at no cost) in that effort. If Buyer fails to timely complete Development Approvals the Buyer shall be deemed to have elected to terminate this Agreement and the deposit shall be paid to the Seller.

5. Seller’s Warranties. Seller represents and warrants, to induce Buyer to enter into the Agreement, in addition to any other representations herein, as of the date hereof and the date of Close of Escrow (and all representations and warranties shall survive the Close of Escrow) that:

- A. Seller believes that it owns good and marketable fee simple title to the Property and is not aware of any information to suggest otherwise;
- B. Seller has the authority to execute this Agreement and transfer title as stated;
- C. At Close of Escrow, to the best of Seller’s actual knowledge, Seller has no reason to not believe that title to the Property will be free and clear of all leases, liens, easements, covenants, restrictions, parties in possession and/or special encumbrances, except title exceptions permitted by Buyer;
- D. To the best of Seller’s actual knowledge, the Property, including soil, sub-soil, surface and ground water, improvements and anything else on or under the Property now is and at Close of Escrow will be free of all contamination including but not limited to asbestos, hazardous waste or hazardous substances, as defined by applicable federal and state laws, and by the Resource Conservation and Recovery Act of 1976, as amended and regulations thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the California Hazardous Waste Control Act, the California Health and Safety Code, or similar and applicable laws and regulations. Seller further has neither been advised of nor received any notice regarding any contamination affecting the Property;

- E. To the best of Seller's knowledge, there are no violations of any laws or regulations of applicable governmental authorities affecting the Property, nor are there any governmental or other actions or legal proceedings pending or threatened against Seller or the Property;
- F. To the best of Seller's knowledge, there are no special assessments or eminent domain proceedings pending or threatened against Seller or the Property;
- G. The Property has full, free and adjacent access to and from public highways and roads and there are no facts or conditions which would result in such access being altered; and
- H. From and after the date hereof and until Close of Escrow, Seller will maintain the Property in good order and condition and not permit or commit waste thereon.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the actual knowledge of (i) Ramon Lara with the City of Woodlake, (ii) all employees or agents of Seller with supervisory responsibilities concerning the Property, and (iii) such other persons at a management or supervisory level who would, in the ordinary course of their responsibilities as employees or agents of Seller, receive notice from other agents or employees of Seller or from other persons or entities of any of the matters described in the representations and warranties in this Agreement which are limited by the knowledge of Seller.

6. Condemnation. If, prior to Close of Escrow, any part of the Property is taken pursuant to eminent domain proceedings (or private purchase in lieu thereof), or any such proceedings commence, then Buyer may elect by written notice to Seller either to terminate this Agreement, in which case Buyer shall be entitled to return of its Deposit. Upon any such termination pursuant to this paragraph, this Agreement shall be terminated without any rights or obligations from or to either party and the Deposit shall be promptly returned to Buyer. Notwithstanding the foregoing, there is no litigation pending or, after due and diligent inquiry, to Seller's knowledge, threatened, against Seller that arises out of the ownership of the Property or that might detrimentally affect the value, ownership, use or operation of the Property or the ability of Seller to perform its obligations under this Agreement. Seller shall notify Buyer promptly of any such litigation of which Seller becomes aware.

7. Default. If either party fails either to waive a condition or to terminate this Agreement, and because of such failure the other party wants to claim a default, the other party shall give written notice specifying the nature of the failure to the alleged defaulting party, who shall have thirty (30) days (or such time as is reasonable if the failure cannot

be reasonably cured in thirty (30) days) to cure the failure. If the failure is on the part of the Seller, Buyer may terminate this Agreement, elect to cure the failure on behalf of Seller, or seek specific performance and/or damages. If the failure is on the part of Buyer, Seller's exclusive remedy shall be to receive the Deposit as full liquidated damages.

IN THE EVENT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT (TO THE EXTENT DEPOSITED INTO ESCROW BY BUYER) SHALL BE PAID TO AND/OR RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389.

Seller's  
Initials \_\_\_\_\_

Buyer's  
Initials 

8. Successors and Assigns. Buyer shall have the absolute and unconditional right at any time and from time to time to assign this Agreement to any person or entity controlled by, controlling, or under common control with, Buyer; provided, however, all other assignments shall require the consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the provisions of the immediately preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, assigns and successors in interest.

9. Assignment. Buyer shall provide Seller with a copy of any assignment within ten (10) days after the effective date of any such assignment. Thereafter, Seller shall look only to the assignee for the performance of all of Buyer's obligations under this agreement.

10. 1031 Exchange. At the sole option of Seller, Seller may elect to consummate the transaction as a simultaneous or non-simultaneous like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and requiring Buyer to cooperate with Seller (by executing such documents and taking such actions as may be reasonably necessary) to effectuate the transaction as a like-kind exchange. Buyer is to be at no cost or expense in the exchange and shall not be required to take title to any

other property, nor is the Close of Escrow to be delayed, due to Seller's exercise of this provision.

11. Brokers. The parties represent and warrant that Buyer and Seller are not represented by a broker and neither party has incurred any obligations for real estate commissions, finder's fees or any similar fees in connection with the transaction contemplated herein. If any other person asserts a claim for commission or finder's fees in connection with this transaction based upon contact or dealings with Buyer or Seller, the party through whom that person makes its claim will indemnify, hold harmless, and defend the other party from such claim and all expenses, including reasonable attorneys' fees, incurred by the other party in defending the claim. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

12. Costs of Litigation. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing party. Such fees and costs shall include post-judgment fees, costs and expenses incurred on appeal or in collection of any judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

13. Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term and provision of this Agreement.

14. Entire Agreement. This document is the full agreement between the parties regarding the subject matter hereof and may only be altered in a writing signed by both the parties. This Agreement shall not be strictly construed for or against any party. Each party acknowledges that its independent counsel has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Acceptance. To evidence their agreement with the foregoing and their intent to be legally bound, the parties have executed this Agreement as of the Effective Date.

16. Pre-Closing Inspections by Buyer:

A. Buyer's right to enter upon the Property prior to close of escrow is subject to the following:

1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly

or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, contractors and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated prior to Closing in connection with any environmental assessments.

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

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

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone Underground Service Alert at 811 and 1-800-336-9193 (a prior owner's 24-hour, 7-day number for normal and emergency calls) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

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

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

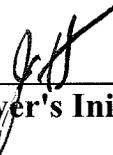
17. As Is Sale - Release - Indemnity:

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

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

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

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

  
\_\_\_\_\_  
Buyer's Initials

C. This Agreement shall not be binding upon Seller to any degree unless buyer has initialed the preceding subparagraph.

18. Form of Deed; Reservations:

A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record.

B. Restriction On Use.

The Property is quitclaimed by seller subject to the following covenant, condition and restriction which buyer by the acceptance of this Deed covenants for itself, its heirs and assigns, faithfully to keep, observe and perform:

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

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

19. Closing - Default:

- A. Closing will occur on or before \_\_\_\_\_ (“**Closing Deadline**”). The Closing will be deemed to occur upon payment of the Sale Price by a cashier’s or certified check, and delivery and recordation of the Deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer’s sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder other than Buyer shall be entitled to return of its Deposit.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer’s surviving obligations specified in this Agreement. In no event shall Seller have any obligation whatsoever to extend the Closing Deadline for any reason if Buyer fails to perform.

20. No Third-Party Beneficiaries Intended:

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

21. Grant of Option:

For and in consideration of the various promises and representations set forth within this Agreement, Buyer hereby grants to Seller the exclusive right to repurchase the Property, for a period of ten (10) years from and after the date of this Agreement, for the same purchase price paid by Buyer (the “**Option**”). The

Buyer and Seller agree that this Option to purchase shall automatically terminate and expire on the first business day after the one year anniversary of the Close of Escrow if all of the following conditions are satisfied: (a) Buyer, within six (6) months after the Close of Escrow, lawfully commences construction of improvements on the Property for operation of a retail automotive parts store or other suitable commercial business agreed to by the Parties in writing; and (b) construction of such improvements is completed no later than one year after the Close of Escrow. Seller may not exercise this Option within the first year thereof so long as Buyer has timely commenced construction of the improvements and continued construction without delay.

22. Exercise of Option:

In the event that Seller desires to exercise this Option, Seller must do so by delivering signed, written notice to Buyer on or before expiration of this Option, of the election of Seller to exercise this Option. The notice shall be accompanied by Escrow Instructions, executed by Seller as Buyer. Upon exercise by Seller in the manner set forth above, Buyer must promptly, within no later than ten (10) business days, execute the Escrow Instructions and deposit them with the Escrow Holder without delay.

23. Binding Effect:

The Option will bind and inure to the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. Seller shall have the sole and absolute right to assign the Option at any time.

24. Recordation:

The Parties agree to execute and record in the Tulare County Recorder's Office an Abstract of Option Agreement in the form attached hereto as **EXHIBIT B** and incorporated herein. Upon the expiration or termination of the Option, Seller agrees to execute and deliver to Buyer a quitclaim deed for the Option, in recordable form, to clear the Property's record of the Option.

[Signatures on following page.]

Notice Address:  
Ramon Lara, City Administrator  
**CITY OF WOODLAKE**  
350 North Valencia Boulevard  
Woodlake, CA 93286-1297

Notice Address:  
Halferty Development Company, LLC  
199 S. Los Robles, Suite 840  
Pasadena, California 91101  
Attn: James L. Halferty

**BUYER:**

Corporations Code section 17703.01(d) requires that contracts with a limited liability corporation be signed by two managers, unless the contract is accompanied by a copy of the limited liability company's articles of organization stating that it is managed by only one manager.

**HALFERTY DEVELOPMENT  
COMPANY, LLC**

N/A, single manager LLC; articles attached.

\_\_\_\_\_ <sup>8/30/16</sup>  
(date)  
*James L. Halferty*, Manager  
[Please sign and print name above]  
*JAMES L. HALFERTY*

\_\_\_\_\_  
(date)  
\_\_\_\_\_, Manager  
[Please sign and print name above]

**SELLER:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Rudy Mendoza, Mayor (date)

\_\_\_\_\_  
City Attorney or Deputy (date)

ATTEST:

\_\_\_\_\_  
City Clerk or Deputy (date)

EXHIBIT "A"  
(Description of Property)

**EXHIBIT B**  
**(Abstract of Option Agreement)**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City Administrator  
**CITY OF WOODLAKE**  
350 North Valencia Boulevard  
Woodlake, CA 93286-1297

(Space Above For Recorder's Use)

**ABSTRACT OF OPTION AGREEMENT**

This Abstract of Option Agreement is executed concurrently with that certain Purchase and Sale Agreement containing an option to purchase ("**Option Agreement**"), dated August \_\_\_\_\_, 2016 [INSERTION OF DATE IS MANDATORY per Civil Code § 884.010], between the undersigned Optionors and HALFERTY DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, relating to the following property: the real property containing approximately thirty-five thousand seventy-five (35,075) square feet of unimproved land located at the southwest corner of Naranjo Boulevard and Acacia Street within the City of Woodlake, County of Tulare, State of California, also known as Assessor's Parcel Number 060-131-016. Optionors hereby grant to Optionees, CITY OF WOODLAKE, the exclusive right to purchase the above-described property at a price, and under the terms and conditions, set forth in the Option Agreement. This option will expire ten (10) years after the date of the Option Agreement, and unless exercised prior to that date, Optionees will have no further interest in the property.

//  
//

SIGNATURES ON NEXT PAGE

**BUYER-OPTIONORS:**

Corporations Code section 17703.01(d) requires that contracts with a limited liability corporation be signed by two managers, unless the contract is accompanied by a copy of the limited liability company's articles of organization stating that it is managed by only one manager.

**HALFERTY DEVELOPMENT  
COMPANY, LLC**

N/A, single manager LLC; articles attached.

\_\_\_\_\_  
(date)  
\_\_\_\_\_, Manager  
[Please sign and print name above]

\_\_\_\_\_  
(date)  
\_\_\_\_\_, Manager  
[Please sign and print name above]

**SELLER-OPTIONEES:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Rudy Mendoza, Mayor (date)

\_\_\_\_\_  
City Attorney or Deputy (date)

ATTEST:

\_\_\_\_\_  
City Clerk or Deputy (date)

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2016, 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 signature(s) on the instrument the person(s), or the entity(ies) 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

# City of Woodlake

## **AGENDA ITEM V-D**

**September 12, 2016**

**Prepared by Ramon Lara, City Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Purchase the Properties with APN# 060-170-080 and APN# 060-170-096

### **BACKGROUND:**

The Woodlake City Council instructed staff to look at the acquisition of bare land that may be used in the future to promote improvements, development, infrastructure improvements and commercial opportunities. City staff engaged the Turner Family to look at the possibility of acquiring the properties with APN# 060-170-080 and APN# 060-170-096. The properties are located on Naranjo Blvd.

### **DISCUSSION:**

After months of negotiations, the Turner Family agreed to sell the properties with APN# 060-170-080 and APN# 060-170-096 to the City for three hundred thousand dollars (\$300,000.00). Combined, the properties are 81,022 square feet and the City will pay \$3.70 a square foot. Combined, the properties were appraised at three hundred and twenty-five thousand dollars (\$325,000.00) or \$4.00 a square foot (appraisal report is attached). Closing costs will be split by both parties evenly.

The purpose of the acquisition is to acquire ROW that may be used for future water and sewer facilities. Currently the City does not own any land on the west side of town that may serve that role. The cost of the properties will be evenly split between the Water and Sewer Fund.

### **RECOMMENDATIONS:**

City staff recommends that Council purchase the properties with APN# 060-170-080 and APN# 060-170-096. The properties help secure the development of water and sewer facilities on the west side of the City in the future.

### **FISCAL IMPACT:**

The cost of the properties will be evenly split between the Water and Sewer Fund. The properties would become a Water and Sewer Fund assets.

**ATTACHMENTS:**

1. Resolution: Purchase the Properties with APN# 060-170-080 and APN# 060-170-096
2. Attachment No. 1 – Appraisal Report for the Properties with APN# 060-170-080 and APN# 060-170-096



# APPRAISAL REPORT



## GREENWOOD SUBDIVISION

Commercial Land Parcel  
Southeast Corner of Naranjo Boulevard and  
the Future Mulberry Street Alignment  
Woodlake, California

**Date of Value:**  
April 27, 2016

**Client:**  
Ron Turner





# HopperCompany

Real Property Valuation

May 3, 2016

Ron Turner  
2520 North Filbert Road  
Exeter, California 93221

RE: *Appraisal of commercial land property in Woodlake, California. Our file no. 16-041.*

Dear Mr. Turner:

In accordance with your request, we are pleased to transmit the attached appraisal report. We have personally inspected and appraised the commercial land property located at the southeast corner of Naranjo Boulevard and the future Mulberry Street alignment, in Woodlake, California. The property is owned by Ronald & Cheryl Turner and Drew & Kay Turner. The 1.86-acre site is part of a larger land holding that is currently being planned for development under the name Greenwood Subdivision. The tentative map has not yet been recorded, but for purposes of this appraisal the subject site is hypothetically assumed to be a separate legal parcel.

The property owners are now in discussions with the City of Woodlake to possibly sell the subject property, and they are in need of an appraisal to assist in further negotiations. The property owners are considered to be the clients for this assignment and Ron Turner has ordered the attached appraisal.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property as of April 27, 2016. The specific definitions of these terms are contained within the attached appraisal report. The property has been appraised in its actual physical condition but under the hypothetical assumption that it is legally subdivided as a separate parcel. This is considered to be a current value estimate.

After considering all of the available facts and pertinent information regarding the subject property, and based upon the analyses and conclusions contained within the attached appraisal report, it is our opinion that the current market value of the fee simple interest in the subject property in its "as-is" condition as of April 27, 2016 is:

**THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS**  
**\$325,000**

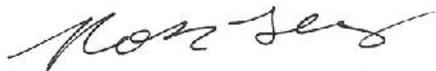
This market value conclusion represents the most probable price for the specified interest in the subject property, as defined within the attached report. It is assumed that the property has received adequate, sufficient, and reasonable exposure to the market prior to the effective date of value for this appraisal, and the value corresponds to an estimated exposure time of approximately 12 to 24 months.

The scope of work performed in answering the appraisal problem in this assignment has been determined based on the need to develop credible assignment results consistent with the intended use of the appraisal. Also, there are several assumptions and limiting conditions that help to set a context for the valuation. Both the scope of work and assumptions and limiting conditions are more fully detailed in the attached Appraisal Report document and they should be reviewed by any reader in order to properly understand the analyses and conclusions.

It is the appraisers' intent that the value conclusions and the appraisal report will be used by the clients only for purposes of furthering negotiations with the City of Woodlake for the sale of the subject property. No other intended users or uses of the appraisal are identified. Any reader of the attached report is cautioned to understand the limited purpose for which it has been prepared. Reliance upon the information, data, or conclusions indicated within the report by anyone other than the client or for any reason other than the stated intended use is inappropriate and could be misunderstood. This letter is intended only to transmit the attached appraisal report and should not be considered the report itself.

Thank you for this appraisal assignment. If you have any questions regarding it, please feel free to contact us.

Sincerely,



Ross E. Lenz  
CA #AG043508 (expires 1/10/2018)



Keith J. Hopper, MAI, R/W-AC, AI-GRS  
CA #AG002559 (expires 10/4/2016)

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# INTRODUCTION TO THE APPRAISAL



**HopperCompany**  
*Real Property Valuation*

## ***THE APPRAISAL PROBLEM***

The subject property is 1.86 gross acres of commercial zoned vacant land located at the southeast corner of Naranjo Boulevard and the future Mulberry Street alignment, in Woodlake, California. The property is part of a larger land holding that is currently being subdivided under the name Greenwood Subdivision, and the project will include 126 single-family residential lots, a park site, and the subject commercial site. The property is owned by Ronald & Cheryl Turner and Drew & Kay Turner, and the tentative subdivision map is expected to be finalized and recorded in the next few months.

The Turners are now in discussions with the City of Woodlake to sell the property. The City would like to exchange this site for property held by another owner, who in turn would develop this site with new commercial improvements. An appraisal is needed of the real property to assist in furthering negotiations for the possible sale of the subject site. The Turners are considered to be the clients for the assignment and this appraisal has been ordered by Ron Turner. No other intended users or uses of the appraisal have been identified by the clients or are envisioned by the appraisers.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property as of April 27, 2016. The property has been appraised in its actual physical condition but under the hypothetical assumption that it is legally subdivided as a separate parcel. This is considered to be a current value estimate.

The appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. In accordance with USPAP Standards Rule 2-2, the results of this appraisal are being communicated in a narrative style Appraisal Report that provides a concise presentation of the important facts and information impacting the value of the subject property.

The scope of work that is performed in answering the appraisal problem has been determined based on input from the client and the need to develop credible assignment results consistent with the intended use of the appraisal. This scope is more fully detailed later in the *Scope of Work* section of this report. Also, there are several underlying assumptions and conditions that are made throughout this appraisal that affect the value conclusions that are reached. They are detailed later in the *Assumptions and Limiting Conditions* section of this report and should be read and understood in order to have a proper basis on which to consider the value conclusions. In particular, it is important to note hypothetical condition no. 22 and the fact that its use in the appraisal might have affected the assignment results.

The appraisers who have prepared and signed this appraisal report are competent to value this type of property and are qualified under the competency rule of the USPAP. A complete list of the appraisers' qualifications is shown in the addenda of this report.

This appraisal report is a copyrighted work and neither all nor any part of this document may be copied, reproduced, transmitted, or incorporated into any information retrieval system in any form or by any means without the express written permission of the authors. The information contained herein is intended for the exclusive use of the client and other intended users that are explicitly identified in this report, and solely for the intended use stated in this report. The Hopper Company retains all ownership of this work and the client and other intended users are simply granted a license to use the work for the intended use. © Copyright 2016 by the Hopper Company. All Rights Reserved.

## ***DEFINITIONS OF TERMS***

The following terms are used throughout this appraisal report.

**Appraisal:** The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 1).

**Assignment:** (1) An agreement between an appraiser and a client to provide a valuation service; (2) the valuation service that is provided as a consequence of such an agreement. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 1).

**Client:** The party or parties who engage, by employment or contract, an appraiser in a specific assignment. The client may be an individual, group, or entity, and may engage and communicate with the appraiser directly or through an agent. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 2).

**Report:** Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 4).

**Real Estate or Real Property:** Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 4).

**Market Value:** The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 141).

**Fee Simple Interest:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 90).

**Exposure Time:** The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 2).

## ***SCOPE OF WORK IN THE APPRAISAL***

The scope of work undertaken in this appraisal refers to the type and extent of research and analysis that is performed in answering the appraisal problem and completing the assignment. An appropriate scope of work leads to credible assignment results as measured within the context of the intended use of the appraisal. The scope of work includes the degree to which the subject property is identified and inspected, the type of data that is sought and the level of research that is performed, and the methods and extent of analysis that are applied to arrive at opinions and conclusions. Credible assignment results require support by relevant evidence and logic. (*USPAP*, Scope of Work Rule, Appraisal Foundation, 2016-2017 edition, pg. 14).

### ***Subject Property Identification & Inspection***

In this appraisal, the appraisers have sought to become as knowledgeable about the subject property and the market within which it operates as typical market participants would be. With this goal in mind, it is important to recognize that the appraisal is performed with a limited amount of data and that various legal, monetary, and time constraints may preclude the appraisers from making exhaustive investigations.

The following tasks and investigations have been performed:

- The assignment was ordered by Ron Turner. He explained the need for the appraisal and provided a copy of the vesting tentative map for Greenwood Subdivision.
- A personal inspection of the property was made by the appraisers on April 27, 2016. The site was viewed from the fronting street and various places on the property, detailed notes were made regarding site conditions, and photographs of the property were taken.
- Research was performed to ascertain the current property ownership, a legal description for the property, and any significant encumbrances to the title. An ownership history going back a minimum of three years is researched, including any available details of recent sales, listings, or offers to purchase.
- An interview was held with Ramon Lara, the Woodlake City Administrator, about the zoning that is applied to the property, expected changes to the zoning, and the availability of public utility services.
- A conversation was held with 4 Creeks Engineering, the firm who is preparing the Greenwood Subdivision tentative map, to determine the approximate dimensions of the subject commercial site.

### ***Data Research***

In an effort to properly understand the market in which the subject property operates, several additional steps are taken:

- The surrounding neighborhood area has been visually inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the property.
- Demographic, regulatory, and economic data on the neighborhood, city, and region are collected from various governmental, Internet, and private sources to help in identifying trends that may be impacting the value of the property.

- Specialized research is made into the unique characteristics of the property's market segment to better understand the forces and factors that influence value and the current conditions affecting supply and demand.
- Discussions are held with various market participants to gain insight into current market conditions and transactions, including real estate agents, buyers and sellers and appraisers.
- Detailed market data is gathered in the form of property sales, listings, or escrows. Numerous sources of information are used to help identify this market data, including title company recordings, local multiple listing services, Internet resources and databanks, the appraisers' own files and databases, and contacts with active market participants.
- Efforts are made to verify all of the transactional market data with parties who are knowledgeable of the transactions. All of the data used in this appraisal is believed to be reliable and correct, and where inconsistencies or conflicting information is provided only the most trustworthy data is used.

### Valuation Analysis

Once the necessary background information about the subject and its market area are gathered, the following analysis is performed.

- The highest and best use of the property is analyzed. This analysis is based on logic, observed evidence, and the appraisers' experience in the local market.
- Due to the nature of the subject property, the sales comparison approach to value is performed.
- The results of the appraisal process are then communicated in a narrative style Appraisal Report that provides a concise presentation of the important facts and information having an impact on the value of the subject property.

## **EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT**

The effective date of value represents the point in time to which the appraisal analyses and opinions pertain, and in this report the date of value is April 27, 2016. The appraisers made a personal inspection of the subject property on this date and all assumptions and analyses used in the appraisal are based upon valuing the property as of this point in time. The concluded value is considered to be a current value estimate because the effective date is concurrent with the date that the appraisal report was prepared.

The date of the appraisal report is May 3, 2016. This is the point in time when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraisers in relation to the effective date of value.

## ***ASSUMPTIONS AND LIMITING CONDITIONS***

The assumptions and limiting conditions listed below are central to the valuation of the subject property and answering the appraisal problem. The list includes basic assumptions and limiting conditions that are typical of many appraisal assignments as well as any extraordinary assumptions or hypothetical conditions that are specific to the subject property and this assignment. This appraisal report and its conclusions should only be read and relied upon within the context of these items.

### ***Basic Assumptions***

1. The information and data reported in this appraisal have been obtained from sources that are deemed to be reliable. They are believed to be correct, but cannot be guaranteed by the appraisers. Sources such as government agencies, financial institutions, attorneys, accountants, appraisers, brokers, and buyers and sellers are believed to be true and correct unless conflicting information is discovered through another source. In cases of conflicting information, only reasonable and verifiable data is used, however, no responsibility for the accuracy of such information is assumed by the appraisers.
2. It is assumed that all information provided by the property owner and any persons employed by them is accurate and complete. This would include information about the subject property's physical condition, current and past economic performance, lease agreements, condition of title, and any other items or details that could potentially impact the property's valuation.
3. The effective date of value that applies to the opinions expressed in this report is set forth in the appraisal. The appraisers assume no responsibility for events, conditions, or circumstances that may subsequently arise and alter the economic or physical condition of the subject property and the opinions and conclusions stated herein.
4. No opinion as to title is rendered. Data on ownership and the legal description have been obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically expressed in the report.
5. It is assumed that the property is in full compliance with all applicable zoning and use restrictions unless otherwise indicated in the report. It is further assumed that the property is in complete compliance with all federal, state, and local laws and regulations governing environmental issues, unless otherwise indicated.
6. The property is appraised assuming it to be under responsible ownership and competent management. It is assumed that all required licenses, consents, and other legislative or administrative authority have been or can be obtained for any use on which the value estimate contained in this report has been based.

7. No encroachment of real property improvements is known to exist, and it is assumed that the utilization of the land and any improvements is within the boundaries of the property lines of the property described in this report, unless otherwise indicated.
8. It is assumed, unless indicated to the contrary in this report, that there are no hidden or unapparent conditions of the property, subsoils, or any structures that would render it more or less valuable. No responsibility is assumed for such conditions, and any reports provided to the appraisers by experts in these matters are accepted as true and correct.
9. No opinion regarding the value of subsurface oil, gas, or mineral rights is expressed. The property is not believed to be encumbered by easements nor rights to surface entry for the exploration or removal of such materials unless expressly stated.
10. Unless otherwise stated in this report, the existence of hazardous material substances, including without limitation asbestos, polychlorinated biphenyls, urea-formaldehyde, foam insulation, petroleum leakage, agricultural chemicals, or other potentially hazardous materials, which may or may not be present on the subject property, were not called to the attention of nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test or detect such substances. The presence of such hazardous substances may affect the value of the property. Unless otherwise indicated in the report, the value estimated in this appraisal is based on the assumption that no such hazardous substances exist on or in the property or in such proximity to it that would cause a loss in value. No responsibility is assumed for any such hazardous substances or for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. This appraisal report should not be considered an inspection report on the physical nature or condition of the property. The subject has been inspected on a casual level and no attempt beyond ordinary visual inspection has been made to determine the adequacy or condition of the property. The appraisers are not construction, engineering, environmental, or legal experts, and any statements given on these matters should be considered preliminary in nature.

### ***Limiting Conditions***

12. This appraisal is provided only for the purpose of property valuation and the appraisers are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analysis contained in this appraisal.
13. The liability of the appraisers and the Hopper Company is limited solely to the client and only to the amount of the fee actually paid for the appraisal services. Any third parties not identified as intended users who rely upon this appraisal, its facts, or conclusions, do so at their own risk and waive the right to bring any action, directly or indirectly, against the appraisers or firm.

14. The appraisal report is a technical document designed to serve the specific needs of the client and any other intended users that are specifically identified. Other readers are cautioned that the report may not contain all of the information known by the appraisers concerning the subject property or the real estate market. While no factors considered to be significant have been knowingly withheld, there is a potential that information of importance to another reader may not be included in the report.
15. This appraisal is performed with a limited amount of data. These limitations arise from economic, physical, and legal constraints that prohibit the appraisers from making exhaustive investigations about the subject property, the real estate market, and the comparable data.
16. A reasonable attempt to gather, investigate, and verify the comparable data used in this report is made by the appraisers consistent with the efforts typically made by other real estate professionals operating in the local market. However, the analyses and conclusions contained in this report are subject to the accuracy of such data.
17. No opinion is intended to be expressed for legal matters or that which requires specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
18. No engineering survey of the property has been made by the appraisers. Data relative to size, dimensions, and area are derived from sources deemed reliable. Maps, plats, and exhibits included in the report are for illustration only and should not be relied upon for any other purpose.
19. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the authors, particularly as to the valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation.
20. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraisers, without the previous written consent of the appraisers, and in any event, only in its entirety.
21. No right to expert testimony is included with this report, and the fee for this appraisal does not include payment for pre-trial conferences, taking of depositions, exhibit preparation, expert witness fees, or other additional work beyond the initial scope of this assignment. If the appraisers are subsequently required to provide any such services, the client or party initiating the demand will be responsible for payment of expert fees associated with the time and effort needed to provide them.

### ***Hypothetical Condition***

A hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as

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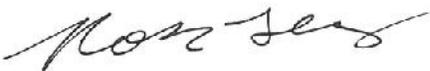
market conditions or trends; or about the integrity of data used in the analysis. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 3). The use of one or more hypothetical conditions may affect the assignment results.

22. Currently, the subject property is part of a larger land holding and it has not yet been subdivided. However, for purposes of analysis, this appraisal is based on the hypothetical condition that the subject 1.86-acre property has been subdivided and it exists as a separate legal parcel that can be conveyed independently and apart from the balance of the larger parcel.

## ***CERTIFICATION OF THE APPRAISAL***

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Keith Hopper has completed the continuing education program for Designated Members of the Appraisal Institute and Ross Lenz has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
- We are competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

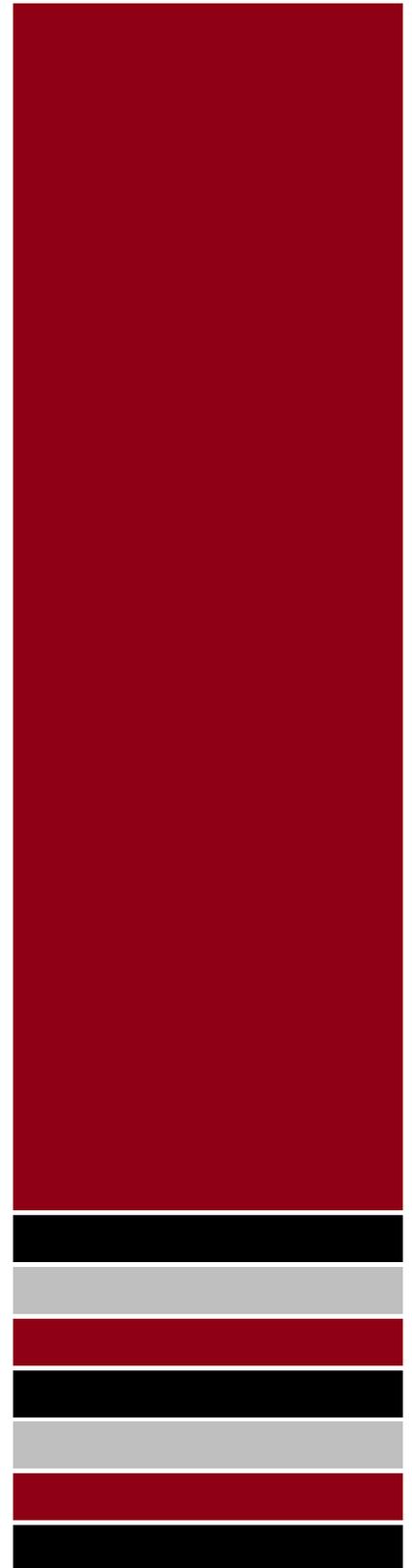


Ross E. Lenz  
CA #AG043508 (expires 1/10/2018)



Keith J. Hopper, MAI, R/W-AC, AI-GRS  
CA #AG002559 (expires 10/4/2016)

# AREA AND SUBJECT PROPERTY DATA



**HopperCompany**

*Real Property Valuation*

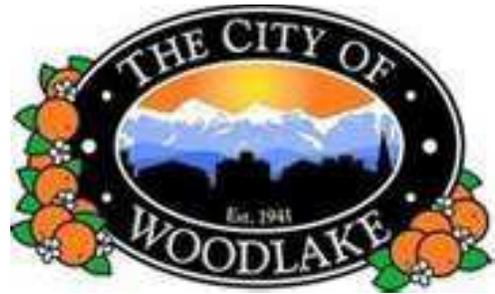
## REGIONAL AREA INFORMATION

The subject property is located in the city of Woodlake, in Tulare County, California.

### ***City of Woodlake***

Tulare County as a whole is located near the center of California in the heart of the Central Valley, a vast 450-mile long region that forms the interior of the state. While the Central Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the “bread basket of the world.” The county of Tulare is one of eight counties comprising the southern Central Valley region of California and it is made up of eight incorporated cities and over 40 smaller unincorporated communities.

Woodlake is the smallest of eight incorporated cities in Tulare County, and it is situated in the north-central section of the county at the intersection of State Routes 216 and 245. The community is nestled at the base of the foothills of the Sierra Nevada Mountains in the heart of California’s citrus region. Woodlake lies some 16 miles northeast of Visalia, 54 miles southeast of Fresno, and 169 miles north of Los Angeles. The city of Woodlake was founded in 1912 and now encompasses nearly 3.0 square miles of land area.



### **Population Trends**

Over much of the past decade, the Central Valley has been a major growth section of the state, but more recently the pace of population increases has changed significantly. According to new census data, more people are now moving out of the Valley than are moving in, due in large part to high unemployment and slow economic growth. “The exodus comes in sharp contrast to the past decade, when areas such as Fresno and Madera were havens for young families and immigrants seeking new lives in a relatively affordable part of California.” But between July 2010 and July 2011, Fresno, Madera, Kings, and Kern counties saw more people leave than move in, while Tulare County grew just 1.3%. The Central Valley is not losing population, however, because the birth rate remains one of the highest in the state and it exceeds the number of residents who are moving out. Tulare County also benefitted from an influx of international arrivals that outpaced those who left. Job opportunities tend to drive where people locate and the Valley’s future growth could depend in large part on whether or not the economic base can be diversified beyond just agriculture.<sup>1</sup>

California’s Department of Finance placed Tulare County’s population at 462,189 people as of January 2015 ranking it 18<sup>th</sup> in size amongst California’s 58 counties. This is an increase of 0.73% or 3,362 people over the previous twelve months, and it distinguishes the area as the 27<sup>th</sup> fastest growing county in California. In the past ten years, the County’s population averaged 1.35% annual growth, but in the most recent three-year period it has slowed to an average of just 0.86% per year. Tulare County has

<sup>1</sup> *Census: More people moving out of Valley than in*, Kurtis Alexander, Fresno Bee, April 5, 2012.

increased its population every year going back to at least 1970, and over this 45-year period the growth has averaged 2.00% per year.

Woodlake's population stood at 7,648 people on January 1, 2015, an increase of 46 people or 0.61% in the past year. It is expected that Woodlake will continue to increase its population at a slow but steady pace over the next several years.

### Economy & Industry

The San Joaquin Valley Leading Economic Index for March 2016 posted solid improvement over the prior month and marked the 28<sup>th</sup> consecutive month in which the index remained above the growth-neutral threshold. The index registered 57.2, up from 54.8 in February 2016 and closer to the 58.8 seen in January 2016. This reading continues to point toward an expansionary economy over the next three to six months. This index is compiled from a survey of individuals making company purchasing decisions in the counties of Fresno, Madera, Kings, and Tulare. It is a forward-looking indicator of where the local economy is headed and it considers employment, wholesale prices, inventories, business confidence, trade, and other components. An index greater than 50.0 indicates a positive future outlook over the next several months. Employment growth in the Valley continues to outpace that of the U.S. as a whole with solid gains being made in food processing, wholesale trade, and warehousing. Even though weak agricultural commodity prices and global economic weakness is weighing on the minds of business operators, economic optimism also grew for the month.<sup>2</sup>

The primary industry in Tulare County is agriculture and in 2014 the county ranked as the highest grossing area in the United States with total commodity value of \$8.085 billion. This is a 10% increase over 2013's production level of \$7.347 billion and represents the fifth straight year of double digit growth. This commodity value is the highest in Tulare County's history, and it has grown at a compounded average annual rate of 5.81% over the past twenty years.

Milk remains the county's leading commodity and only billion dollar crop with a 2014 production value of \$2.540 billion, an increase of 22%. While total milk production rose less than 2% in volume, revenues increased due to higher pricing that averaged \$22.00 per hundredweight versus just \$18.40 per hundredweight in 2013. Milk now accounts for 31% of the county's total crop and livestock value. Tulare County leads the nation in dairy production and accounted for 27.3% of California's total milk production in 2014 with 11.56 billion pounds. Despite these strong performance figures, the milk price in 2015 has averaged under \$15.00 per hundredweight, so gross revenues are likely to decline for the current year.

Tulare County now produces over 250 different crops with 42 of these commodities generating annual income of over \$1.00 million each last year. Top crops in 2014 included milk, cattle and calves, oranges, grapes, almonds, pistachios, tangerines, walnuts, corn, and peaches. The greatest increase in production value came from livestock and poultry, which rose 41%, while field crops saw a decline in value of -30%. The drought that has persisted for the last few years led to higher cattle sales as ranchers

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<sup>2</sup> San Joaquin Business Conditions Index, Ernie Goss, Ph.D., Craig School of Business, California State University, Fresno, April 5, 2016.

culled their herds, but it also caused a drop in field crop production as 274,635 fewer acres were harvested. Tulare County's crops provide food to more than 90 countries throughout the world.<sup>3</sup>

Farm-related employment represents around 27% of all jobs in Tulare County and it is perpetually the largest employment sector. Other sectors that make up the local economy include government (22%), retail trade (10%), manufacturing (8%), educational and health services (7%), leisure and hospitality (6%), professional and business services (6%), and construction (3%).

### Labor & Employment

Tulare County's available labor pool was 202,900 people as of March 2016 with an unemployment rate of 12.4% for the month. This is above the prior month's 11.1% jobless level, but is down from the 13.5% rate of a year ago. For the month, Tulare County ranked 54<sup>th</sup> out of 58 California counties in joblessness.

Woodlake's labor force stood at 3,500 workers in March 2016 with unemployment of 15.8% for the month. This is up from the previous month's rate of 15.5%, but is below the 17.1% rate seen one year ago. Over the years, the town's prosperity has been closely tied to the production of oranges and olives. Major employers in the area include Monrovia Nursery, Golden State Citrus packing, Nickel's Payless groceries, Dryvit Systems construction materials, Randall Manufacturing, and Fruit Grower's Supply.

### Income & Cost of Living

According to the U.S. Bureau of Economic Analysis, the per capita personal income of Tulare County residents was \$29,640 in 2011. This is an increase of 5.9% from the prior year, but it remains -32% below the California average of \$43,647 per person. Tulare County now ranks 347<sup>th</sup> amongst 366 metro areas across the U.S. and 51<sup>st</sup> out of 58 California counties. Over the past ten years, the income level of Tulare County residents has risen an average of 3.2% per year, faster than the state's 2.6% annualized rate, but its ranking relative to other counties has dropped from 49<sup>th</sup>. Tulare County's per capita income is third amongst the surrounding six-county area, ahead of Kings, Madera, and Merced Counties, but behind Fresno and Kern Counties.<sup>4</sup>

While it is evident that Tulare County and its communities are below the average effective incomes of California and the nation overall, this area is also somewhat lower with respect to the associated cost of living. Woodlake's cost of living index stood at 84.3 in March 2013, below the national average of 100.0 and other higher priced areas of California like Los Angeles (135.8), San Francisco (159.1), Sacramento (98.7), and San Diego (131.7).

### Real Estate Market

The real estate market in Tulare County and Woodlake has now largely recovered from the Great Recession. Coming on the heels of one of the market's greatest times of value appreciation and new development activity in 2003-05, the local market across all sectors turned downward in response to a recessionary economy. Residential properties were the first to experience weakness starting in 2006 followed by commercial properties in 2008. These weak market conditions persisted until the

<sup>3</sup>2014 Tulare County Agricultural Crop and Livestock Report, August 2014, Tulare County Agricultural Commissioner/Sealer.

<sup>4</sup> Valley incomes grow but lag behind state, U.S., Tim Sheehan, Fresno Bee Newspaper, November 26, 2012.

residential market began to bounce back in 2011, while commercial and industrial properties have been trending up since 2013.

The residential sector of the local real estate market peaked in December 2005 with a median home value in Tulare County of \$269,711 and the bottom was reached in April 2011 when house prices sat at just \$111,600. Since the low point of the trough, house values have recovered nicely and as of February 2016 the median value stood at \$189,200, a gain of 69.5%. Still, the market remains -29.9% below its peak. The median house value has increased \$17,060 or 9.9% in just the past twelve months.<sup>5</sup>

The *National Association of Home Builders/Wells Fargo Housing Opportunity Index* says that some 50.4% of Tulare County residents who earn at or above the median income level can now afford to purchase the median priced house as of the fourth quarter of 2015. This is a substantial improvement over the 13.1% affordability index that prevailed in the fourth quarter of 2006. Tulare County now ranks 199<sup>th</sup> amongst 225 metropolitan areas across the country in housing affordability.<sup>6</sup>

Commercial property values tend to follow similar trends to those being seen nationally. According to the *Moody's/RCA Commercial Property Price Index*, a published index that tracks price changes by examining re-sales of commercial properties across the United States, the aggregate index for core commercial (retail, industrial, and office) properties declined by -0.6% in February 2016 and is down -1.8% in the past three months. Still, a gain of 7.3% has been registered over the prior 12-month period. The performance in non-major markets been somewhat better with a 0.7% monthly gain and an 8.0% improvement in the last year. To date, non-major markets have fully recovered and values are up 1.9% from their peak levels in September 2007.<sup>7</sup>

### Conclusions

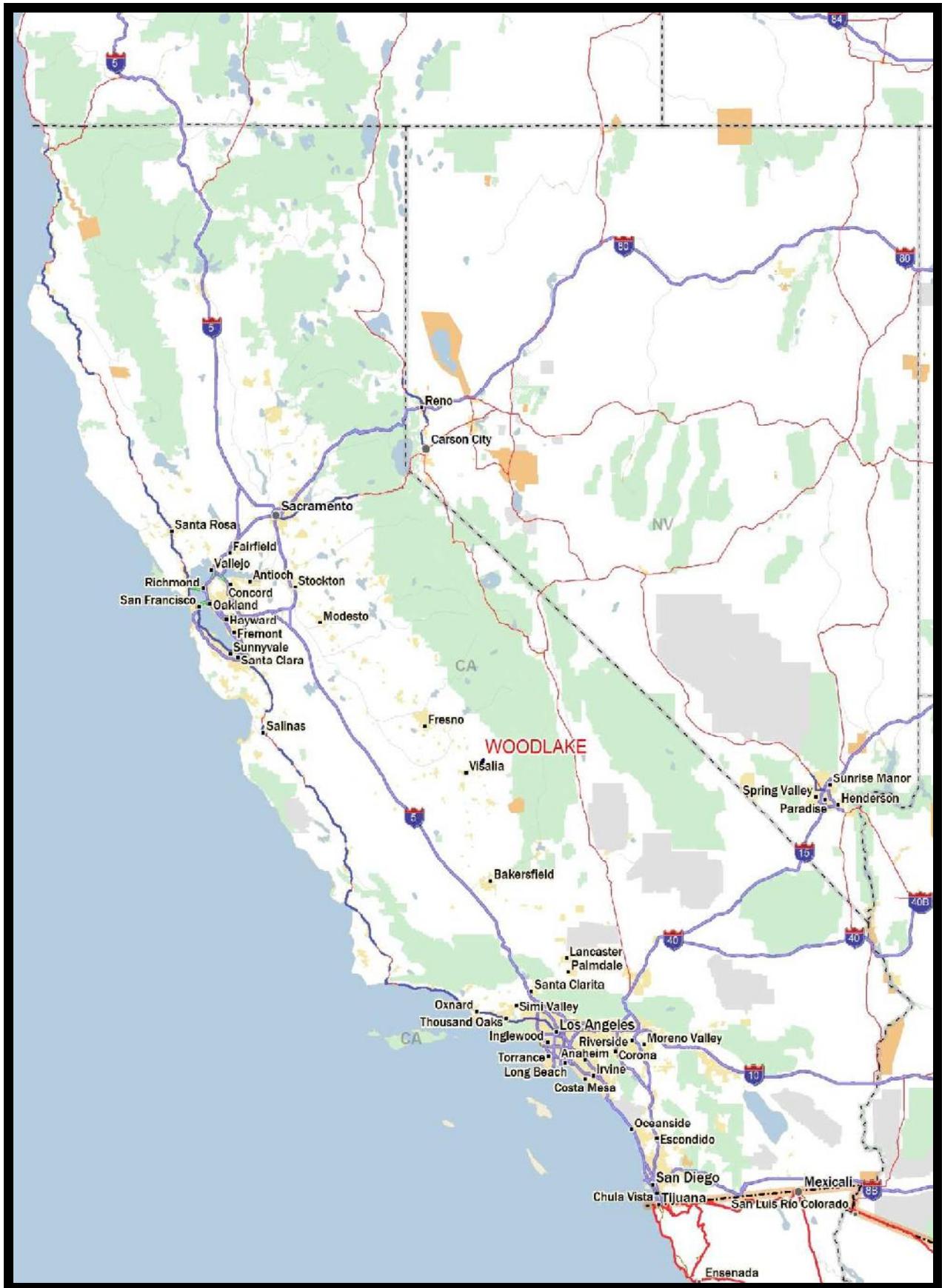
In general, Tulare County and the small city of Woodlake are rural areas located in the center of California's Central Valley agricultural region. This is one of the more affordable places to live in California and population growth has been slow but steady for well over a decade. Like many markets across the country, this area experienced a dramatic period of real estate value appreciation and new development activity in the mid-2000s followed by severe drops in property values over the ensuing years. Some sectors of the local real estate market have now entered a cycle of recovery with agricultural and residential property values leading the way and commercial and industrial values seeing a much slower return. Going forward, it is anticipated that all real estate sectors will see their values remain stable to increasing over the foreseeable future.

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<sup>5</sup> California Association of Realtors, [www.car.org](http://www.car.org)

<sup>6</sup> NAHB/Wells Fargo Housing Opportunity Index, National Association of Home Builders, [www.nahb.org](http://www.nahb.org)

<sup>7</sup> *Moody's/RCA Commercial Property Price Indices*, April 2016, Moody's Investor Service, [www.rcanalytics.com](http://www.rcanalytics.com).



**CITY LOCATION MAP**

## ***SUBJECT PROPERTY IDENTIFICATION***

### ***Property Ownership***

According to the official records of Tulare County, the subject property is owned by:

Ronald J. Turner and Cheryl B. Turner, husband and wife, as community property as to an undivided one-half interest; and R. Drew Turner and Kay Turner, husband and wife, as joint tenants, as to an undivided one-half interest  
2520 North Filbert Road  
Exeter, California 93221

### ***Ownership and Sales History***

Title to the subject property has been held by the current owners for several years and no sales appear to have taken place in the past three years. The property is not currently listed for sale.

### ***Legal Description***

A formal legal description of the subject was not made available and the following is an approximation based on information taken from Grant Deed No. 05-128850 dated November 17, 2005 and the proposed Greenwood Subdivision map.

The north 410± feet of the west 189± feet of the following described property:

#### **Parcel 1:**

A strip of land 50 feet wide, situated in the North half of the Northeast Quarter of Section 36, Township 17 South, Range 26 East, Mount Diablo Base and Meridian, lying Northerly of Lots 168 and 169, as per Map recorded in Book 10, Page 27 of Maps, in the Office of the County Recorder of Tulare County.

#### **Parcel 2:**

Lots 168 and 169 as per Map recorded in Book 10, Page 27 of Maps, in the Office of the County Recorder of Tulare County.

### ***Property Taxes and Assessment Data***

The subject property may also be identified as a portion Tulare County assessor's parcel numbers:

APNs 060-170-080 and 060-170-096

Beginning with the 1981-82 assessment roll, all real property in California is assessed at 100% of full cash value as determined by valuation of the county assessor's office. Full cash value is equal to the market value at the time of the most recent property transfer, or the 1975-76 assessed value, whichever is most current. These assessments may be increased by a maximum of 2% each tax year. If the property is sold or there are substantial additions or modifications made to the property, the assessor's office is required to reassess the property at current value levels.

The subject property is located in tax rate code area 007-007 and real property taxes in this area are currently based on a tax rate of 1.0877% of assessed value. The property has been assessed and taxed the following values by the Tulare County Assessor's Office and Tax Collector for the 2015/2016 tax year:

Assessor's Parcel No.	060-170-080	060-170-096
<b>Assessed Values:</b>		
Land	\$541,246	\$34,112
Improvements	\$0	\$0
Fixtures	\$0	\$0
Personal Property	+ \$0	+ \$0
Gross Taxable Value	\$541,246	\$34,112
Less Exemptions	- \$0	- \$0
Net Taxable Value	\$541,246	\$34,112
Current Tax Rate	x 1.0877%	x 1.0877%
Real Property Taxes	\$5,887.07	\$370.98
Mosquito Abatement	\$82.50	\$3.00
Woodlake Fire	+ \$226.88	+ \$0
<b>Total Property Taxes</b>	<b>\$6,196.45</b>	<b>\$373.98</b>

The taxes indicated above are payable in two equal installments each due by December 10, 2015 and April 10, 2016. Taxes for the current year had been paid in full for both parcels. However, APN 060-170-080 has outstanding taxes due from tax years 2009-2010, 2010-2011, and 2011-2012. The total redemption for these tax years is \$19,500.58 according to the Tax Collector's office. There are no other known public or private assessments or bonded indebtedness levied against the property at this time.

## ***PROPERTY DESCRIPTION AND ANALYSIS***

The subject site consists of a single hypothetical parcel of land that is located at the southeast corner of Naranjo Boulevard and the future Mulberry Street alignment, in the city of Woodlake. The following descriptions and analyses detail the physical nature of the subject property. They are based on a personal inspection of the site on April 27, 2016 along with information taken from the published assessor's parcel map, the vesting tentative subdivision map of Greenwood Subdivision, information from the City of Woodlake, and various online resources.

### ***Land Description***

The hypothetical subject parcel has a slightly irregular shape. In its current configuration, the property has an interior lot orientation, but once it is developed Mulberry Street will need to be installed and this will result in a corner orientation.

### ***Site Dimensions & Size***

According to 4 Creeks Engineering, the finished parcel once it is net of road dedications will have a maximum north-south depth of approximately 189 feet and a maximum east-west width of nearly 410 feet. The Greenwood Subdivision vesting tentative map indicates that the parcel contains 1.86 acres or approximately 81,022 square feet of gross land area, more or less, prior to perimeter road dedications.

### ***Frontage & Off-Site Improvements***

The subject property fronts along the south side of Naranjo Boulevard. It is an unfinished site with no curb, gutter, or sidewalk off-site improvements in place along this exposure.

### ***Topography & Soil Conditions***

The site has a rolling topography that generally slopes downward toward the southwest. Its elevation is about one foot below the grade of Naranjo Boulevard and the property slopes to nearly eight feet below the street height at its lowest point. The property has not been formally graded, leveled, and compacted to support improvements.

No soils testing report or geotechnical study have been made available for review. However, soil conditions in the surrounding area are generally believed to be stable and are not known to be prone to major shifting or subsidence. Without any information to the contrary, it is assumed throughout this appraisal that the subject site has stable soil conditions that are capable of supporting typical improvements when appropriate engineering recommendations are followed.

### ***Drainage & Flood Zone***

Drainage of the property appears to be adequate and no large pooling or ponding of water has been noticed on the site. Water tends to percolate naturally into the open soil.

According to the flood insurance rate map prepared by the Federal Emergency Management Agency (FEMA), the subject property is in a shaded 'X' flood zone. The applicable community panel no. is 06107C0686E, which was most recently updated on June 16, 2009. The shaded 'X' zone denotes areas of 0.2% annual chance flood (500-year flood), areas of 1% annual chance flood (100-year flood) with average depths of less than one foot or with drainage areas less than one square mile, and areas protected by levees from 1% annual chance flood. This is not a special flood hazard area and properties in this zone are not typically required to carry flood insurance as part of a mortgage transaction.

#### Waterways & Natural Features

There are no waterways that openly traverse the subject property. Two large oak trees are located on the property and these are a protected species with local government often requiring special measures to preserve them. No other protected tree or bush species or other distinctive natural features have been noticed on the property. However, the appraisers are not licensed as botanists, biologists, or geologists and do not have any specialized training in the identification of such natural features.

#### Utilities & Services

The subject property is fully within the Woodlake city limits and is served with all public utilities and municipal services. These services and their providers include natural gas from SoCalGas; electricity from the Southern California Edison Company; telephone service from AT&T; domestic water and sanitary sewer from the City of Woodlake; and trash collection by Sunset Waste Systems. Municipal services include police protection from the Woodlake Police Department, fire protection from the Woodlake Fire District, and street maintenance from the Woodlake Public Works Department.

More specifically, there is a domestic water line in Naranjo Boulevard in front of the site for easy connection. There is also a sanitary sewer line in Naranjo Boulevard, but it terminates at Cypress Avenue just east of the subject. Storm water drainage is expected to be handled by an on-site basin within the Greenwood Subdivision and/or the developer will need to apply for permission from the California Department of Transportation (Caltrans) to drain water to State Route 216 (Naranjo Boulevard).

#### Access & Visibility

The subject receives adequate access and visibility from its frontage along Naranjo Boulevard. This roadway is also known as State Route 216 and it is regulated and maintained by Caltrans. The rural highway carries two lanes of undivided traffic in an east-west direction in front of the property. No formal drive approaches are currently installed on this frontage, but it is expected that direct access would be possible. This highway frontage affords the site good visibility to passing traffic.

The Greenwood Subdivision map also calls for the installation of Mulberry Street along the west side of the project. This would be a city street that would be dedicated to the City of Woodlake. As a condition of approval of the subdivision map, the City will require dedication of the necessary right-of-way and improvement of the street along this frontage.

### Easements & Encumbrances

A brief visual inspection of the property did not reveal any readily apparent adverse easements, encroachments, or other encumbrances. However, no title report for the property has been provided for review and no guarantee is made by the appraisers regarding the condition of title to the property. It is possible that a site survey or comprehensive title search might reveal easements, encroachments, or other clouds on title that could be either beneficial or detrimental to the value and use of the property. But, without any information to the contrary, it is assumed throughout this appraisal that the subject property is free and clear of any adverse title issues.

### Environmental Conditions

No obvious visible signs of toxic materials, hazardous wastes, or other undesirable substances have been noticed on the site. However, the appraisers are not experts in this field and do not claim to have any special knowledge or ability with regards to the existence or detection of such materials. No phase one environmental site assessment report of the property has been provided for review.

The GeoTracker website published by the California State Water Resources Control Board does not indicate any known leaking underground storage tanks, land disposal sites, military sites, or other cleanup sites on the subject property. There are a number of other properties located within 1,000 feet of the subject that are listed on the site. However, these sites have undergone remediation and have been certified clean. There are additional properties located within a ½-mile radius of the subject that are listed on the website as being contaminated. They are all located well to the east of the subject property and do not appear to pose a threat of contamination to the site. Because no information to suggest possible contamination has been found, the subject site is considered to be environmentally clean throughout this appraisal.

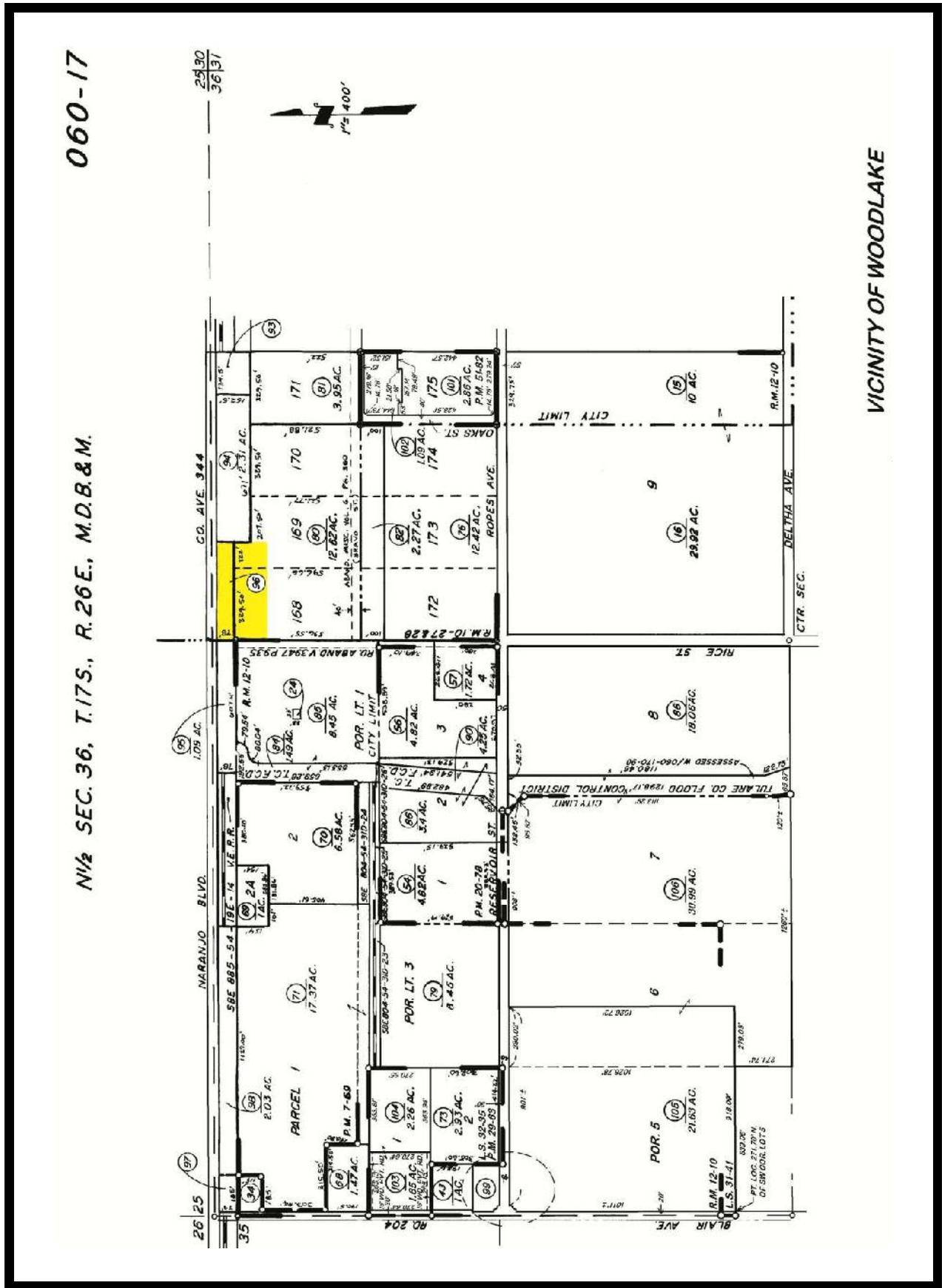
### Earthquake Fault Zone

The *California Alquist-Priolo Act* is designed to mitigate the hazard of earthquake fault-rupture by regulating and prohibiting the development of most structures for human occupancy near active fault lines. Cities and counties affected by Earthquake Fault Zones must regulate certain development projects within the zones and must withhold development permits until geologic investigations reveal that sites are not threatened by surface displacement due to earthquake faults. The *California Natural Hazards Disclosure Act* further requires sellers of real property and their agents to provide prospective buyers with a disclosure statement indicating whether or not the property lies within one or more state-mapped hazard areas, including Earthquake Fault Zones.

According to the current listing of affected areas, the county of Tulare is not a specified area and properties located within the county are not at risk due to Earthquake Fault Zones. Therefore, no restrictions are known to be placed on the property in regards to this act.

### Bordering Properties

The Woodlake Cemetery and Woodlake Presbyterian Church are located north of the subject across Naranjo Boulevard. To the east is the former High Sierra Lumber yard along with vacant land. South of the subject is the balance of the land planned for Greenwood Subdivision along with orange grove plantings further south. To the west of the site is an olive orchard and some rural residences.





**AERIAL PHOTOGRAPH**





Street scene looking west along Naranjo Blvd.  
The subject is visible on the left side.



View of the subject property looking southwest from near its northeast corner.



View of the subject property looking south across Naranjo Blvd.



View looking east along the subject's northern property line.



View looking south along the property's western boundary line.



View looking northeast across the site from near its southwest corner.

## **ZONING AND PROPERTY RESTRICTIONS**

The use and development of the subject property are governed by the following restrictions.

### ***Woodlake Zoning Ordinance***

The subject property is currently zoned CS by the City of Woodlake for service commercial uses. However, the City is currently processing a change of zone that would designate the property CN for neighborhood commercial uses. This change has been approved by the Planning Commission and is moving forward toward finalization.

The purpose of the CN zone is to provide for the development of small scale, low intensity commercial uses that serve the daily needs of residential neighborhoods that are in close proximity to the shopping center. The design of the CN centers shall be of scale and design that is compatible with the surrounding residential neighborhood.

### **Land Use Restrictions**

Uses that are permitted within this zone include, professional offices, bakeries, barber and beauty shops, dry cleaners, food stores, retail stores, banks, drug stores, medical clinics, restaurants, and other uses of similar intensity.

If a conditional use permit is obtained, then it may also be possible to use the property for churches, restaurants serving alcohol, public administrative offices, and single-family dwellings.

### **Development Standards**

Along with the use restrictions placed on the property, the zoning ordinance also imposes certain standards for development. In the 'CN' zone these include:

1. Building height – 35 feet maximum
2. Yard setbacks:
  - a. Front – 15 feet minimum.
  - b. Side – none required, unless abutting a residential zone and then 10 feet minimum.
  - c. Rear – none required, unless abutting a residential zone and then 10 feet minimum.
3. Site area – 6,000 square feet minimum.
4. Screening – where a residential zone abuts, a 7-foot solid block wall is to be constructed on the property line that separates the two uses.
5. Off-street parking – varies based on specific use.

# ANALYSIS OF DATA AND CONCLUSIONS



**HopperCompany**

*Real Property Valuation*

## ***HIGHEST AND BEST USE ANALYSIS***

Once the pertinent information about the subject property and the market in which it operates is understood, the next step in the appraisal process is to analyze the highest and best use of the property. Highest and best use may be defined to be that particular use or types of uses that are legally and physically permissible and for which there is sufficient demand that results in the most probable or most valuable use of the property.

The purpose of a highest and best use analysis is to determine the optimal or most likely use of the property. Once a logical conclusion is reached, the appropriate valuation approaches can be applied to estimate a value for the property interest being appraised. A proper highest and best use analysis provides the foundation for an accurate and market-oriented valuation of the subject property.

The highest and best use of the property is analyzed in two steps. First, the most probable use of the land as though vacant and unimproved is considered. Then, the analysis is performed again focusing on the property as it is improved and comparing this use to the optimal improvements. In each step four separate criteria are considered, including those uses that are legally permissible, physically possible, financially feasible, and maximally productive.

Because the subject property consists of vacant land only, there is no need to perform an analysis of the property as improved for this appraisal.

### ***Land As Though Vacant Analysis***

While the subject property is currently zoned for service commercial uses, a change of zone to neighborhood commercial is pending and according to the City is expected to happen very soon. This zoning allows for a wide variety of commercial uses that are generally of a small scale and designed to serve residents of the surrounding neighborhood. This appraisal is based on the hypothetical condition that the subject property has been subdivided as a separate legal parcel, and this is likely to mean that the Greenwood Subdivision map is finalized and recorded. Any new development on the site will also require government approvals and permits.

The physical characteristics of the hypothetical subject parcel are adequately suited to supporting commercial development. Public utility services are available in relatively close proximity. The property has good frontage along a state highway, but approvals from Caltrans will need to be obtained for a development and this tends to delay projects somewhat. Some widening of State Route 216 and installation of Mulberry Street will be required, but this should give the site good accessibility. Soil conditions are believed to be stable, but earthwork will be needed to level the site.

Commercial real estate market conditions have stabilized in recent years and Woodlake has seen new development taking place. Several national companies have come to town with new stores, including Dollar General and Rite Aid. This is good evidence of the financial feasibility of commercial projects, although speculative development without having a substantial amount of space preleased are still very risky and not recommended.

The maximally productive use of the subject site is to take advantage of its location along a state highway and at a main entrance into Woodlake. Naranjo Boulevard has some of the highest traffic counts in the city and new commercial development has been attracted to this corridor in recent years. A project should seek to fully utilize the land and provide a service that will appeal to residents of the community.

Thus, the highest and best use of the land as though vacant is to develop the hypothetical site with new commercial improvements. The zoning change to neighborhood commercial should be finalized and approvals obtained from both the City of Woodlake and Caltrans for a new development. The most likely buyer of the site is a developer who is working with one or more tenants who are interested in opening new stores.

### ***METHOD OF VALUATION***

The highest and best use analysis forms the basis for the property's valuation, and for this reason the methods used to value the subject must be consistent with the highest and best use conclusions. Traditionally, real property valuation revolves around three approaches to value: the cost approach, sales comparison approach, and income capitalization approach. Each of these approaches studies the property from differing viewpoints and each uses various techniques to estimate the value of the interest being appraised.

The cost approach is based on the concept that market participants will not pay more for a property than they can spend to acquire a site and construct improvements of similar quality, condition, and utility. Improvements are valued by measuring the cost of reconstructing optimal improvements less any depreciation that has accrued. Then the value of the underlying land is added, which is often estimated through comparison to sales of other similar parcels. The sales comparison approach is derived from the principles of supply and demand and substitution, which say that value is determined by market forces and parties tend to set prices based upon what other properties of similar utility and desirability are selling for. The income capitalization approach is concerned with the income producing abilities of a property. It comes from an investor's willingness to pay now based on the anticipation of income and other benefits to be achieved in the future.

When possible and appropriate, multiple approaches are used to estimate the value of the subject property. However, not all properties are well suited to the use of all three approaches and it may be impossible or inappropriate to use them all for certain properties. The approaches that are applied are dependent upon the type of property being appraised, the purpose and use of the appraisal, and the quantity and quality of available data.

The sales comparison approach is used to value the subject property in this appraisal. The details of the market data and the analysis are presented in the following section of the report. The cost approach is excluded because there are no improvements on the property that require a cost to develop. The income capitalization approach is also not relevant because there is no lease agreement in place for the subject and commercial parcels are not frequently sold as leased investments in the local market area.

## ***SALES COMPARISON APPROACH***

The practice of making comparisons between the subject and the market in which it is located is central to all of the appraisal process, but in no method of valuation is this practice more prevalent than in the sales comparison approach. The sales comparison approach is based on the principles of supply and demand, substitution, and balance, and these principles often lead market participants to value properties on the basis of the prices being paid for other similar properties in the local market.

On this basis, the sales comparison approach seeks to value the subject property by comparing it to other similar properties that have recently sold, are currently under contract to be sold, or are actively being marketed for sale. Once appropriate market data is identified, comparisons and adjustments are made in an effort to equate the data to the subject property and provide an indication of its value.

### ***Search for Comparable Data***

To find appropriate market data for use in valuing the subject land a search is made to identify sales that exhibit many of the same physical, locational, and economic characteristics as the subject. The search for comparable data is focused on the city of Woodlake and an adequate amount of data has been identified for proper comparisons and analyses.

In the end, a total of four data items are selected and they are all closed sale transactions. These data items are referred to in this report as sale nos. 1 through 4. Each is described below along with a map showing their locations relative to the subject.

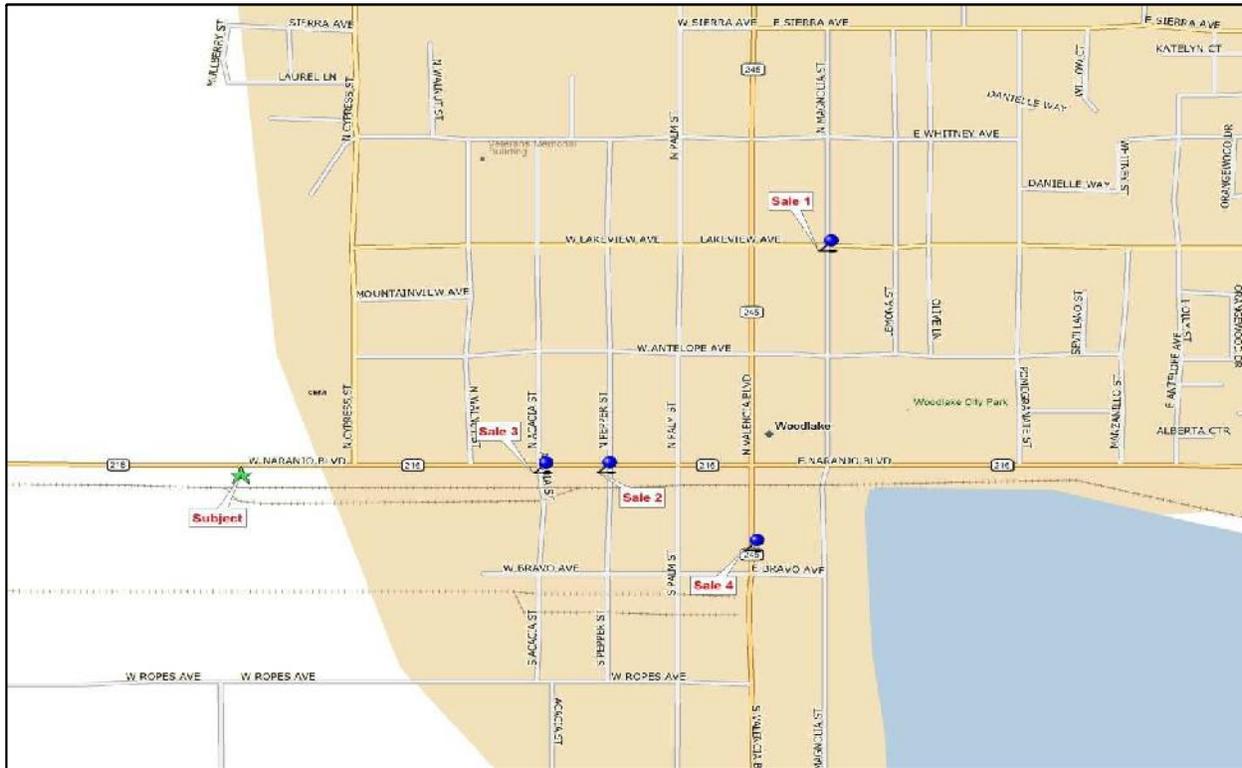
### ***Comparable Commercial Land Sales***

In summary, the sales took place between November 2012 and March 2016. The land parcels vary in size from 13,939 to 79,532 square feet and they sold in a price range from \$3.57 to \$5.34 per square foot. All of the data items are located in Woodlake and zoned for commercial use.

Sale no. 1 is a commercial land parcel located at the southwest corner of Magnolia Street and Lakeview Avenue, in Woodlake. The property was part of a larger land holding and it contains 20,994 square feet. It is finished with curb, gutter, and sidewalk along the Lakeview Avenue frontage, but no such off-sites are in place on the Magnolia Street exposure. The property had a rough level topography with all public utilities readily available. A CC central commercial zoning is applied to the property by the City of Woodlake. In November 2012, the City purchased the property for \$75,000 all cash or \$3.57 per square foot. They have since developed the site with the Woodlake Transit Center.

Sale no. 2 consists of two adjoining land parcels located at the southwest corner of Naranjo Boulevard and Pepper Street, in Woodlake. The property was partially improved with an old auto parts store, three old shed buildings, and some asphalt paved yard area on the southerly parcel. The northerly parcel was entirely vacant land. The property has 79,532 square feet of land area. There are no off-site improvements along either street frontage, but all public utilities are available without any lengthy extensions needed. It is zoned SC for service commercial uses by the City of Woodlake. The buyer is a developer who planned to build a new Dollar General store under a 15-year lease agreement with the

discount retail chain. The land sale closed in March 2013 for \$425,000 or \$5.34 per square foot with the buyer securing institutional financing to help with the acquisition and development.



Sale no. 3 represents a vacant land parcel that is located at the southwest corner of Naranjo Boulevard and Acacia Street, in Woodlake. The land is part of a former railroad corridor that parallels State Route 216, but it was vacant with no improvements on the site. It contains a total gross land area of 37,370 square feet. The topography varies across the site with the northern portion being slightly elevated above the fronting streets and the southerly portion being several feet below grade. There are no off-site improvements installed along either street frontage, but public utilities are readily available. In March 2016, the property was purchased by the City of Woodlake for \$151,497 all cash or \$4.05 per square foot. They intend to seek new commercial development on the property.

Sale no. 4 refers to a 13,939 square foot land parcel located along the west side of Valencia Boulevard, north of Bravo Avenue, in Woodlake. The interior-oriented lot has recently been upgraded with new curb, gutter, and sidewalk as part of the roundabout project built by the City. All public utilities are available to serve the site as well. The property is zoned CN for neighborhood commercial uses. In October 2015, the property was offered for sale at an asking price of \$59,900 and it sold in March 2016 for \$50,000 or \$3.59 per square foot. The buyer put down \$25,000 and the seller carried a note for the balance at market-oriented terms.

### ***Land Sales Adjustments***

Once the appropriate market data is selected this data is analyzed and compared to the subject and adjustments are made to the sales in an effort to equate them to the subject. In making these

adjustments various elements of comparison are considered. Elements of comparison are those characteristics of properties and their transactions that cause variations in the prices paid by the market. While there are often an infinite number of variations between properties, the market typically is concerned with only a more limited number of variables that are considered to be most important. After all of the necessary adjustments are made the adjusted comparable data items provide an indication of value for the subject. A detailed breakdown of the individual adjustments that are made to each of the land sales is shown in the adjustment grid below.

Element of Comparison	Sale 1	Sale 2	Sale 3	Sale 4
Location	SWC Magnolia St. & Lakeview Ave.	SWC Naranjo Blvd. & Pepper St.	SWC Naranjo Blvd. & Acacia St.	W/S Valencia Blvd., N. of Bravo Ave.
City	Woodlake	Woodlake	Woodlake	Woodlake
APN	061-140-054	060-132-010,011	060-131-016	060-134-008
Buyer	City of Woodlake	Evergreen Comm'l Dev.	City of Woodlake	Jose & Raquel Trevino
Seller	Nickel's Pay-Less	UH, LLC	Union Pacific R.R.	John & Marion Biondi
Recorded Document No.	81477	18019	11471	14107
Sale Recording Date	11/30/2012	3/21/2013	3/2/2016	3/16/2016
Sale Price	\$75,000	\$425,000	\$151,497	\$50,000
Price per S.F.	\$3.57	\$5.34	\$4.05	\$3.59
Land Area - S.F.	20,994	79,532	37,370	13,939
Zoning	CC (Central Commercial)	SC (Service commercial)	SC (Service commercial)	CN (Neighborhood commercial)
Parcel Shape	Rectangular	L-shaped	Rectangular	Rectangular
Topography	Rough Level	Level	Sloping	Level
Off-Site Improvements	Partial Curb, Gutter, Sidewalk	None	None	Curb, Gutter, Sidewalk
Utilities	Water, Sewer, Gas, Electricity	Water, Sewer, Gas, Electricity	Water, Sewer, Gas, Electricity	Water, Sewer, Gas, Electricity
Real Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	+ \$0	+ \$0	+ \$0	+ \$0
Financing Terms	100% Cash	Institutional	100% Cash	Seller
Adjustment	+ \$0	+ \$0	+ \$0	+ \$0
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjustment	+ \$0	+ \$0	+ \$0	+ \$0
Expenditures After Sale	None	None	None	None
Adjustment	+ \$0	+ \$0	+ \$0	+ \$0
Improvements	None	None	None	None
Adjustment	+ \$0	+ \$0	+ \$0	+ \$0
Market Conditions	11/30/2012	3/21/2013	3/2/2016	3/16/2016
Adjustment	+ 0%	+ 0%	+ 0%	+ 0%
Adjusted Price	\$75,000	\$425,000	\$151,497	\$50,000
Adjusted Price per S.F.	\$3.57	\$5.34	\$4.05	\$3.59
Location Adjustment	+ 0%	+ 0%	+ 0%	+ 0%
Parcel Size Adjustment	+ 5%	+ 0%	+ 0%	+ 5%
Zoning Adjustment	+ 0%	+ 0%	+ 0%	+ 0%
Topography Adjustment	+ 0%	+ 0%	+ 0%	+ 0%
Off-Sites Adjustment	+ 0%	+ 0%	+ 0%	+ 0%
Utilities Adjustment	+ 0%	+ 0%	+ 0%	+ 0%
<b>Indicated Land Value per S.F.</b>	<b>\$3.75</b>	<b>\$5.34</b>	<b>\$4.05</b>	<b>\$3.77</b>
Total Dollar Adjustment	+ \$0.18	+ \$0.00	+ \$0.00	+ \$0.18
Net Percentage Adjustment	+ 5%	+ 0%	+ 0%	+ 5%

With all of the appropriate adjustments made the comparable sales indicate an adjusted range of values for the subject spanning from \$3.75 to \$5.34 per square foot of land area.

### ***Land Value Conclusion***

The majority of the data items are clustered between \$3.75 and \$4.05 per square foot with only sale no. 2 being somewhat of an outlier. Considering the large size of the subject property and its sloping topography, a unit value of \$4.00 per square foot is concluded. This is multiplied by the 81,022 square feet in hypothetical subject parcel to arrive at a rounded total property value of \$325,000.

$$\text{Land Size} \times \text{Value per S.F.} = \text{Land Value}$$

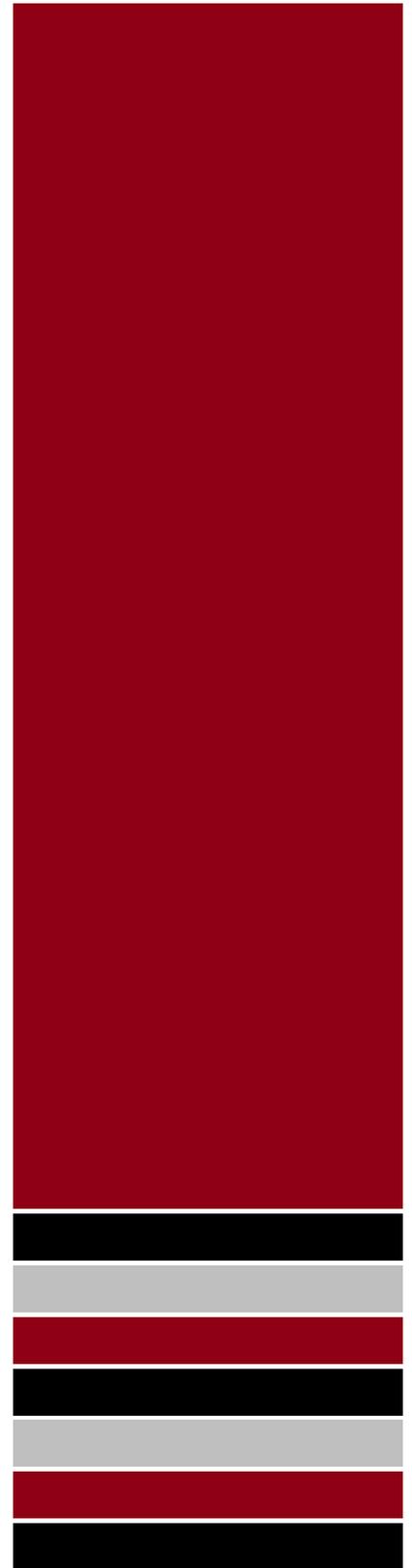
$$81,022 \text{ s.f.} \times \$4.00 = \$324,088 \approx \$325,000$$

Therefore, as a result of these analyses and conclusions, it is our opinion that the current market value of the fee simple interest in the subject property in its hypothetical condition as a separate legal parcel as of April 27, 2016 is:

**THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS**  
**\$325,000**

This market value represents the most probable price for the property as defined earlier in this report. The value represents the price paid in terms of cash or financial arrangements equivalent to cash with no unusual conditions or submarket financing. It also corresponds to an estimated exposure time of 12 to 24 months, which would have transpired prior to selling the property at the appraised value on the effective date of value.

# ADDENDA



**Hopper**Company

*Real Property Valuation*



## ***QUALIFICATIONS OF ROSS E. LENZ***

### **Certification**

- California Certified General Real Estate Appraiser: Certificate No. AG043508

### **Education**

- California State University, Fresno: 2006 Graduate, B.S. Degree, Business Administration - Entrepreneurship
- Appraisal Institute:
  - Basic Appraisal Principles
  - Basic Appraisal Procedures
  - Real Estate Finance, Statistics, and Valuation Modeling
  - General Appraiser Market Analysis and Highest & Best Use
  - General Appraiser Sales Comparison Approach
  - General Appraiser Site Valuation and Cost Approach
  - General Appraiser Income Approach, Part 1
  - General Appraiser Income Approach, Part 2
  - General Appraiser Report Writing and Case Studies
  - Advanced Income Capitalization
  - Advanced Market Analysis and Highest & Best Use
  - Advanced Concepts and Case Studies
  - Quantitative Analysis
  - National Uniform Standards of Professional Appraisal Practice (USPAP)
  - 7-Hour USPAP Update

### **Appraisal Experience**

Actively engaged in real estate appraisal in the Central Valley since 2006. Has appraised or assisted in appraising many types of commercial, office, industrial, land, and special purpose type properties. A partial list of clients for whom work has been completed includes:

- Government: County of Tulare, City of Visalia, City of Tulare, City of Porterville, City of Woodlake
- Schools: Visalia Unified, Exeter Public Schools, College of the Sequoias, San Joaquin Valley College, Tulare Joint Union High School District
- Lenders: Valley Business Bank, Mission Bank, Bank of the Sierra, Central Valley Community Bank, Bank of the West, Tri Counties Bank, Citizens Business Bank, Wells Fargo Bank, Suncrest Bank, Comerica Bank, Farm Credit West, Heritage Bank of Commerce, Central State Bank, Pacific Alliance Bank
- Corporations: Southern California Edison Company, Nationwide Mutual Insurance Company, Lyles Diversified, Mid Valley Disposal
- Attorneys: Dooley & Herr, Peltzer & Richardson, Betts & Wrigth, Reynolds Jensen & Swan

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- Health Care: Kaweah Delta Health Care District, Tulare Regional Medical Center, Sierra View Local Health Care District, Family HealthCare Network, Tulare Community Health Clinic, Visalia Medical Clinic
  - Right-of-Way Firms: Universal Field Services, Hamner Jewell & Associates, Overland Pacific & Cutler
  - Other: Visalia Rescue Mission, International Agri-Center



**QUALIFICATIONS OF KEITH J. HOPPER**  
**MAI, R/W-AC, AI-GRS**

**Professional Designations**

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute

**Certifications and Licenses**

- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

**Education**

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
  - Real Estate Appraisal Principles 1A-1 & Basic Valuation Procedures 1A-2: Univ. of Colorado, Boulder
  - Capitalization Theory & Techniques A & B: Tufts Univ., Massachusetts & Univ. of San Diego, California
  - Case Studies in Real Estate Valuation 2-1: Univ. of San Diego, California
  - Report Writing and Valuation Analysis 2-2: California State Univ., San Jose
  - Standards of Professional Practice, National USPAP Update, and California Laws and Regulations
  - Advanced Sales Comparison and Cost Approaches 530: Univ. of San Diego, California
  - Subdivision Valuation: Pleasanton, California
  - Land Valuation Assignments and Adjustment Procedures: Fresno, California
  - General Appraiser Market Analysis and Highest & Best Use: Univ. of San Diego, California
  - Real Estate Finance, Statistics, and Valuation Modeling: Bakersfield, California
  - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book): San Jose, California
  - Litigation Professional Development Program:
    - Litigation Valuation Overview 700: Pepperdine University, California
    - Litigation Appraising – Specialized Topics and Applications 705: Oakland, California
    - Condemnation Appraising 710: Sunnyvale, California
    - Advanced Condemnation Appraising 720: Sacramento, California
    - Review Theory – General: Sacramento, California
- International Right of Way Association:
  - Principles of Real Estate Appraisal 400: Sacramento, California
  - Appraisal of Partial Acquisitions 401: Fresno, California
  - Easement Valuation 403 and Legal Aspects of Easements 802: San Luis Obispo, California
  - Reviewing Appraisals in Eminent Domain 410: Fresno, California
  - Ethics and the Right of Way Profession 103: Hayward, California
  - Standards of Practice for the Right of Way Profession 104
  - Corridor Valuation: San Jose, California
- American Society of Farm Managers and Rural Appraisers:
  - Integrated Approaches to Value A304: Paso Robles, California

Best Practices for Rural Property Appraisals  
Highest and Best Use

- Marshall & Swift: Cost Approach to Commercial Appraisal: Marshall & Swift Certified Appraiser

### **Appraisal Experience**

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. A partial list of clients includes:

- Government: U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp., County of Tulare, County of Kings, Administrative Office of the Courts
- Cities: Visalia, Tulare, Porterville, Kingsburg, Dinuba, Exeter, Woodlake, Hanford, Bakersfield, Farmersville, Reedley
- Redevelopment: Visalia, Tulare, Dinuba, Tulare County
- Schools: Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District
- Lenders: Wells Fargo, Union Bank, J.P. Morgan, Valley Business Bank, Bank of the Sierra, Comerica Bank, Westamerica Bank, Archon Financial, Key Bank, Aegon Realty Advisors, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank
- Corporations: Kraft General Foods, Chevron USA, McDonald's Corp., Wal-Mart Stores, Campbell Soup Co., Pepsi Cola Co., Southern California Edison Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- Insurance Companies: Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co.
- Attorneys: McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Dale Bruder, Dennis Lynch, Rauber & Johnson, Hurley & Laird, Williams Jordan & Broderson, McKinney Wainwright & Saul-Olson, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Dooly & Herr, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Cochran Stanton Smith & Bixler, Michael Lampe
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler
- Churches: Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- Health Care: Kaweah Delta HCD, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic
- Other: YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission

### **Litigation Experience**

Appraised properties on behalf of private and public agency clients for eminent domain, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County and Kern County Superior Courts and Federal Bankruptcy Court.