

Date: October 23, 2017 (Monday)

Time: 6:30 p.m.

Place: City Council Chambers
350 North Valencia Blvd.
Woodlake, CA 93286

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

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

I. CALL TO ORDER & WELCOME

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS

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

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

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Approval of Minutes of the regular meeting held on October 9, 2017 (Pages 1-4)
- B. Action: Approval of Warrants (Pages 5-22)
- C. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 23-27)
- D. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 28-31)

V. ACTION/DISCUSSION ITEMS

- A. Information: Sales Tax and Cannabis Measure Updates in the City of Woodlake (Page 32-33)
- B. Action: Adoption of Resolution: Receive Public Comments, Waive 1st Reading, and Set Second Reading date for Ordinances Amending Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning Commission, Chapter 2.16 Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits of the Woodlake Municipal Code – **Public Hearing** (Pages 34-57)
- C. Action: Adoption of Resolution: Enter Into a Purchase Agreement with Self Help Communities 1, LLC for the Property with APN NO. 061-100-085-000 (Pages 58-129)
- D. Action: Adoption of Resolution: Approval of the Donation of a 2003 Ford Truck to Woodlake Pride Inc. (Pages 130-133)
- E. Action: Adoption of Resolution: Support the Preparation of the Regional Transit Coordination Study (Pages 134-137)

VI. OTHER BUSINESS

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

VII. CLOSED SESSION

1. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
 - Conference with legal counsel – **EXISTING LITIGATION** (Government Code § 54956.9(d)(1)).
 - Parties, case/claim no. City of Woodlake v. Garibay, Tulare County Case No. VCU263067
 - 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. City of Woodlake v. Woodlake Public Cemetery District, Tulare County Case No. VCU 267523
 - Case name unspecified because of jeopardy to settlement negotiations or service of process.

NOTICE TO THE PUBLIC

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

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

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

II. ADJOURN

The next scheduled City Council meeting will be held on Monday, November 13, 2017 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

PRESENT: Councilmembers Mendoza, Lopez, Ortiz & Martinez

OTHERS: Lara, Marquez, Zamora & Zacarias

ABSENT: G. Gonzalez Jr.

FLAG SALUTE

PUBLIC COMMENT

Chris Crumly, 35686 Road 206, Woodlake – Mr. Crumly stated the minutes from the last meeting mentioned that the City receives \$150,000 from FAA every year for improvements to the airport. City Employee Waters clarified that the City will only receive the monies from FAA if there is an approved plan and the City currently does not have a plan. Mr. Crumly hoped the City would figure out how the City could come up with the 10% needed to receive the monies. He stated if he was offered .10 on the dollar to improve his business, he would jump on it.

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

A. Action: Approval of Minutes of the regular meeting held on September 25, 2017

B. Action: Approval of Warrants

C. Action: Adoption of Resolution: Approval of the September 2017 Monthly Report of Investments

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

V. ACTION/DISCUSSION ITEMS

A. Information: 2018 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) Scenario Development

Ted Smalley and Stephen Ingoldsby, representatives with TCAG reported the following: the Regional Transportation Plan (RTP) is a 20-year planning document that TCAG updates at least once every four years. The RTP is the highest level and most comprehensive planning document prepared by TCAG. The 2018 RTP will outline transportation improvements and other related planning elements through the year 2042. Planned transportation improvements must be financially constrained, based on funding estimates, and performance measures should be defined. Elements of the RTP include: the Executive Summary, Policy Element, Action Element, Financial Element, Sustainable Communities Strategy, and a Valley-wide Chapter. There are also several associated documents and plans required such as Air Quality Conformity, the Regional Active Transportation Plan, the Regional Transit Plan, the Cross Valley Corridor Plan, and the Environmental Impact Report (EIR). As part of the Sustainable Communities Strategy (SCS) process, three growth scenarios are being developed to compare how different growth influences and policies can impact greenhouse gas emissions and the transportation system. This scenario becomes the foundation of the SCS analysis that complements the RTP.

A presentation of these scenarios will be made at the Council meeting and all in attendance will be invited to participate in a survey that will include scenario reference that will then be used with the remainder of the public input to inform

the TCAG Board’s decision on a preferred scenario later in the year. These scenarios will then be presented to the public during the public outreach process and the results of the public outreach are communicated back to the TCAG Board to inform their decision on the selection of a preferred scenario. Under federal regulations, the RTP and its supporting documents must be final by July of 2018. There is some risk in adopting the RTP close to this deadline. However, the potential schedule delays or necessary development of responses to comments will most likely be due to state requirements: specifically, the Sustainable Communities Strategy and California Environmental Protection Act (CEQA) challenges. Federal funding sources are not likely to be affected, or are unlikely to be affected for an extended period, if this type of delay were to occur.

- B. Action: Adoption of Resolution: Appoint Chief Mike Marquez to the Tulare County Task Force on Homelessness

City Administrator Lara reported the following: the Tulare County Task Force on Homelessness (“Task Force”) was created to advise and assist the Health & Human Services Agency (“the Agency”) on the Agency’s efforts to address homelessness issues affecting the community, and report to the Tulare County Board of Supervisors (“Board of Supervisors”) on a periodic basis. The task force consists of 18 representatives from different cities and agencies in Tulare County. Staff recommends that Council appoint Chief Mike Marquez to the Tulare County Task Force on Homelessness. The Woodlake Police Department has the most interaction with homelessness issues in the City of Woodlake and would be the best point of contact for the City.

ON A MOTION BY LOPEZ, SECOND BY ORTIZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPOINT CHIEF MIKE MARQUEZ TO TULARE COUNTY TASK FORCE. APPROVED UNANIMOUSLY.

- C. Action: Adoption of Resolution: Authorize Staff to Enter Into An Agreement With Rural Utilities Service, Department of Agriculture For Grant Funding For The Manzanillo Storm Drain Pump Station Improvements Project

City Employee Waters reported the following: the Storm Drain Pump Station Improvements Project consists of modifying an existing storm drain pump station and discharge piping including, but not limited to, removing an existing pump and two discharge pipelines and installing one new pump and two new discharge pipelines, providing a new levee access road and water side erosion control, and installing a new motor control center, diesel generator, and electrical controls.

The City of Woodlake recently released an RFQ to find a firm that could install a new pump, electrical controls, and generator at the Manzanillo Pump Station location. The project will be funded via USDA, CDBG and the City’s General Fund. Staff recommends that Council authorize Staff to enter into an agreement with Rural Utilities Service, Department of Agriculture for grant funding for the Manzanillo Storm Drain Pump Station Improvements Project.

ON A MOTION BY MARTINEZ, SECOND BY LOPEZ, IT WAS VOTED TO ADOPT THE RESOLUTION AND ENTER INTO AN AGREEMENT WITH RURAL UTILITIES SERVICE. APPROVED UNANIMOUSLY.

- D. Action: Adoption of Resolution: Award the Manzanillo Storm Drain Pump Station Improvements Project Pending USDA Approval

City Employee Waters reported the following: the City of Woodlake released an RFP to find a firm that could install a new pump, electrical controls, and generator at the Manzanillo Pump Station location. As part of the proposal the applicants also included a deductive bid item for the installation of two discharge pipes. The City received two bids:

- Lentz Construction
- JT2 – Todd Companies

The total proposed cost for each firm is listed below:

<u>Bidder</u>	<u>Total Bid</u>
JT2	994,500
Lentz Const.	782,933

When exercising the deductive bid items, the costs are as follows:

<u>Bidder</u>	<u>Total Bid</u>
JT2.	694,500
Lentz Const.	464,829

Based on the proposals, it was determined that Lentz Construction submitted the lowest responsible bid for the project.

ON A MOTION BY ORTIZ, SECOND BY MARTINEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND AWARD THE PROJECT TO LENTZ CONST. PENDING APPROVAL. APPROVED UNANIMOUSLY.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Administrator Lara – Reported the groundbreaking for the Community Center went well and construction will begin soon. Street maintenance will be done on Palm, Antelope and Whitney. The North Valencia project will go out to bid in 2 weeks. The City will have 2 tax measures on the ballot on November 7th. City Administrator Lara asked if the student representative has made contact with any council member. Mayor Mendoza asked staff to reach out to student representative Crystal Sandoval and ask if she is still interested in the position.

Chief Marquez – Reported the Woodlake Lions Brewfest in Saturday, October 14th and will be held at the Woodlake Plaza from 4 pm to 10 pm.

B. Information: Items from Council

Vice-Mayor Ortiz – Reported the stop sign across from the Dead Rat appears to be in the wrong location. City Administrator Lara stated he will contact Caltrans and check distance.

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

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Parties, case/claim no. City of Woodlake v. Garibay, Tulare County Case No. VCU263067

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Parties, case/claim no. City of Woodlake v. Woodlake Public Cemetery District, Tulare County Case No. VCU 267523

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

MEETING MOVED TO CLOSED SESSION AT 7:00 PM
MEETING RECONVENED AT 7:30 PM

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

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VIII. ADJOURN

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City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 7:30 PM

Submitted by,

Irene Zacarias
City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : October 23, 2017

PAYROLL

09/15/2017 (City)	\$50,310.81
09/15/2017 (Fire)	\$11,480.12

Gross Payroll	\$61,790.93
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DISBURSMENTS / WARRANTS

10/18/2017	\$226,512.58
	\$0.00
	\$0.00

Total Disbursements	\$226,512.58
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WIRES

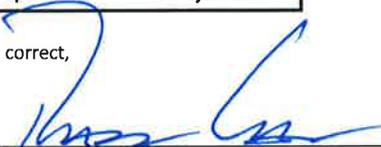
PAYROLL TAX WIRE	CITY	\$ 12,117.38
	FIRE	\$ 3,871.50

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

Total Wire Amount Sent Out	\$	15,988.88
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Amount to be Approved	\$	304,292.39
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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 23rd day of October 2017.
 by the following vote:**

Ayes:
Noes:
Absent:
Abstain:

 Mayor, Rudy Mendoza

 City Clerk, Irene Zacarias

PERIOD 2 DATING 8/27/2017- 9/09/2017 CHECK DATE 9/15/2017
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
22874	3,937.96	208	1 STUB ONLY
22875	2,048.65	210	1 STUB ONLY
22876	1,113.87	206	1 STUB ONLY
22877	2,544.23	212	1 STUB ONLY
22878	1,818.66	207	1 STUB ONLY
22879	1,357.38	173	1 STUB ONLY
22880	1,804.45	535	1 STUB ONLY
22881	1,987.01	568	1 STUB ONLY
22882	1,854.64	539	1 STUB ONLY
22883	1,275.09	562	1 STUB ONLY
22884	1,520.65	561	1 STUB ONLY
22885	1,320.32	564	1 STUB ONLY
22886	1,229.07	565	1 STUB ONLY
22887	2,843.67	549	1 STUB ONLY
22888	1,444.17	566	1 STUB ONLY
22889	2,496.30	554	1 STUB ONLY
22890	1,576.72	552	1 STUB ONLY
22891	1,086.81	555	1 STUB ONLY
22892	1,140.86	551	1 STUB ONLY
22893	1,298.78	215	1 STUB ONLY
22894	1,439.72	134	1 STUB ONLY
22895	1,026.33	216	1 STUB ONLY
22896	1,266.90	205	1 STUB ONLY
22897	1,254.73	217	1 STUB ONLY
22898	1,211.33	159	1 STUB ONLY
22899	2,113.69	209	1 STUB ONLY
22900	2,200.13	211	1 STUB ONLY
22901	956.25	218	1 STUB ONLY
22902	589.01	219	1 STUB ONLY
22903	1,014.36	214	1 STUB ONLY
22904	1,539.07	188	1 STUB ONLY

PERIOD 2 DATING 8/27/2017- 9/09/2017 CHECK DATE 9/15/2017
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
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TOTALS FOR CHECK FORM: STUB

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

	50,310.81	*DIRECT DEPOSIT STUBS	31
	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

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Paymate

CITY-GROSS REPORT-PAYROLL #6-30 FY17/18
08/27/17-09/09/17 PAYROLL DATE: 09/15/17

PR4B0R-V14.06

EMP #	CUR AMT	CUR HRS
215	2,029.54	82.50
214	2,502.69	90.00
535	2,298.54	80.00
568	1,895.85	82.00
159	1,630.73	82.75
539	2,901.69	80.00
188	2,245.39	80.00
562	1,988.85	80.00
561	2,114.90	87.00
209	2,695.00	80.00
564	2,175.15	91.00
208	5,699.22	80.00
173	1,742.76	80.00
565	1,635.69	80.00
549	4,384.62	80.00
566	1,955.38	84.50
554	2,966.13	99.50
210	2,882.30	80.00
211	2,792.32	80.00
206	1,488.00	80.00
218	1,231.79	79.00
216	1,297.43	80.50
205	1,410.37	72.22
219	656.96	44.00
217	1,651.37	81.50
552	2,312.15	80.00
555	1,416.92	80.00
134	2,120.46	81.00
212	3,328.62	80.00
207	2,736.93	80.00
551	2,087.15	80.00
31 EMPLOYEES	70,274.90	2,497.47
31 EMPLOYEES	70,274.90	2,497.47

PAGE TOTALS *** 31 EMPLOYEES

FEATURE TOTALS * 31 EMPLOYEES

PAY INFORMATION

O/T T-1/2 03

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

RUN- 9/13/2017 13:16:48 PAGE 1

PR4B0R-V14.06 Paymate

CITY-O/T REPORT-PAYROLL #6-3Q FY17/18
08/27/17-09/09/17 PAYROLL DATE: 09/15/17

EMP #	CUR AMT	CUR HRS
215	84.16	2.50
214	367.53	10.00
568	67.62	2.00
159	79.96	2.75
561	236.67	7.00
564	371.92	11.00
566	152.15	4.50
554	753.98	19.50
218	156.77	7.00
216	12.05	0.50
217	29.29	1.00
134	19.11	0.50
12 EMPLOYEES	2,331.21	68.25
PAGE TOTALS ***		
FEATURE TOTALS *	2,331.21	68.25

PERIOD 2 DATING 8/27/2017- 9/09/2017 CHECK DATE 9/15/2017
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
22867	1,136.88	4042	1 STUB ONLY
22868	346.20	4040	1 STUB ONLY
22869	1,467.28	4026	1 STUB ONLY
22870	2,060.94	4018	1 STUB ONLY
22871	2,578.95	4022	1 STUB ONLY
22872	2,160.13	4041	1 STUB ONLY
22873	1,729.74	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

11,480.12	*DIRECT DEPOSIT STUBS	7
0.00	*VENDOR DIR DEP STUBS	0

EMP #	CUR AMT	CUR HRS
4042	1,385.00	138.50
4040	380.00	38.00
4026	1,612.50	155.50
4018	2,692.31	112.00
4022	3,264.28	244.00
4041	2,527.50	216.50
4035	2,504.41	192.00
7 EMPLOYEES	14,366.00	1,096.50
PAGE TOTALS ***	14,366.00	1,096.50
FEATURE TOTALS *		

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000944	AMERIPRIDE UNIFORM SERVI	64348	10/20/17	567.70
000334	BANK OF AMERICA	64349	10/20/17	7,150.92
001226	BENELECT	64350	10/20/17	925.00
001315	BILL WALL'S DIRECT APPRO	64351	10/20/17	258.36
001305	BRAINARD INVESTIGATIONS	64352	10/20/17	868.00
000351	BSK ASSOCIATES	64353	10/20/17	241.00
001089	CA TURF EQUIPMENT & SUPP	64354	10/20/17	504.39
001338	CHEM QUIP, INC.	64355	10/20/17	933.78
000964	CIVIL AIR PATROL MAGAZIN	64356	10/20/17	495.00
000863	CRAIGS AUTO PARTS	64357	10/20/17	35.61
001466	DEAN THOMPSON RENTAL & S	64358	10/20/17	12,441.60
000646	DEARBORN NATIONAL LIFE I	64359	10/20/17	327.75
001088	DISPENSING TECHNOLOGY CO	64360	10/20/17	3,392.32
000887	FERGUSON ENTERPRISES, IN	64361	10/20/17	32.33
000898	FOOTHILLS SUN-GAZETTE/TH	64362	10/20/17	642.95
000283	FRUIT GROWERS SUPPLY CO.	64363	10/20/17	1,826.86
001339	HAMNER JEWELL ASSOCIATES	64364	10/20/17	145.00
001343	HEALTH WISE SERVICES	64365	10/20/17	150.00
000076	JORGENSEN & CO.	64366	10/20/17	62.02
001223	LEO'S NURSERY	64367	10/20/17	343.72
001334	MERLE STONE CHEVROLET	64368	10/20/17	54.88
001377	MID-CAL TRANS PARTS	64369	10/20/17	4,144.92
001362	MIDVALLEY DISPOSAL	64370	10/20/17	43,960.81
001729	MOTHER LODGE CONCRETE COM	64371	10/20/17	938.08
001135	MUNICIPAL CODE CORP	64372	10/20/17	900.00
000038	OFFICE DEPOT	64373	10/20/17	1,805.00
001154	PORTERVILLE/ CITY OF	64374	10/20/17	630.00
001087	PROTECTION ONE	64375	10/20/17	54.54
000022	QUAD - KNOFF	64376	10/20/17	20,906.93
001222	RAY MORGAN COMPANY	64377	10/20/17	306.98
001728	SAFRAN	64378	10/20/17	37,423.76
000023	SELF HELP ENTERPRISES IN	64379	10/20/17	5,260.00
000134	SIMMONS TIRE SERVICE	64380	10/20/17	377.00
000024	SOUTHERN CALIF EDISON CO	64381	10/20/17	25,965.33
001145	STANTEC CONSULTING SERVI	64382	10/20/17	41,008.25
001098	STILLWELL/DAVID	64383	10/20/17	6,904.31
001385	TD RIVAS HAULING & BOBCA	64384	10/20/17	1,900.00
001284	TEAMSTERS LOCAL UNION NO	64385	10/20/17	220.00
000910	TRANSACT TECHNOLOGIES, I	64386	10/20/17	124.34
001194	TULARE COUNTY JAIL	64387	10/20/17	269.38
000141	VALLEY IND & FAM MED GRP	64388	10/20/17	67.00
000800	VULCAN MATERIALS CO.	64389	10/20/17	581.59
000897	WILLITTS EQUIPMENT CO.	64390	10/20/17	585.47
001327	WIRELESS INTERNET SERVIC	64391	10/20/17	199.00
000027	WOODLAKE GROWERS SUPPLY	64392	10/20/17	406.06
000028	WOODLAKE HARDWARE CO	64393	10/20/17	24.64
000083	WOODLAKE/CITY OF	64394	10/20/17	150.00
BANK OF VISALIA				226,512.58

ACS FINANCIAL SYSTEM
10/18/2017 14:

BANK VENDOR

REPORT TOTALS:

Check Register CITY OF WOODLAKE
GL1540R-V08.05 PAGE 2

CHECK# DATE AMOUNT

226,512.58

RECORDS PRINTED - 000221

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
AMERIPEIDE UNIFORM SERVI UNIFORM SERVICE 10/17	280.20	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		SEPT. 2017			966	00035
UNIFORM SERVICE 10/2017	27.20	UNIFORM ALLOWANCE	001.0418.050.011		SEPT. 2017			966	00036
UNIFORM SERVICE 10/2017	3.40	UNIFORM ALLOWANCE	021.0424.050.011		SEPT. 2017			966	00037
UNIFORM SERVICE 10/2017	204.50	UNIFORM ALLOWANCE	062.0462.050.011		SEPT. 2017			966	00038
UNIFORM SERVICE 10/2017	52.40	UNIFORM ALLOWANCE	063.0463.050.011		SEPT. 2017			966	00039
	567.70	*VENDOR TOTAL							
BANK OF AMERICA									
LOWES 10/2017	216.29	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					966	00121
HD SUPPLY 10/2017	280.35	SPECIAL DEPARTMENT EXPEN	063.0463.060.029					966	00122
GRAINGER 10/2017	36.67	SPECIAL DEPARTMENT EXPEN	062.0462.060.029					966	00123
LOWES 10/2017	191.80	SPECIAL DEPARTMENT EXPEN	001.0421.060.029					966	00124
TACO BELL 10/2017	8.22	SPECIAL DEPARTMENT EXPEN	063.0463.060.029					966	00125
IN N OUT BRGR 10/17	7.94	SPECIAL DEPARTMENT EXPEN	063.0463.060.029					966	00126
NAPA 10/2017	513.95	SPECIAL DEPARTMENT EXPEN	062.0462.060.029					966	00127
LATE FEE 10/2017	39.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029					966	00128
FINANCE CHARGE 10/17	16.36	SPECIAL DEPARTMENT EXPEN	063.0463.060.029					966	00129
MCDONALDS 10/2017	11.31	CONTRACTURAL SERVICES	001.0411.060.028					966	00130
RAYALLEN.COM 10/2017	1,259.99	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					966	00131
MCDONALDS 10/2017	11.31	CONTRACTURAL SERVICES	001.0411.060.028					966	00132
CHIPOTLE 10/2017	11.39	TRAINING EXPENSE	001.0411.060.037					966	00133
CHIPOTLE 10/2017	11.39	TRAINING EXPENSE	001.0411.060.037					966	00134
IN N OUT BRGR 10/2017	8.10	TRAINING EXPENSE	001.0411.060.037					966	00135
CHIPOTLE 10/2017	9.29	TRAINING EXPENSE	001.0411.060.037					966	00136
HABIT 10/2017	9.66	TRAINING EXPENSE	001.0411.060.037					966	00137
PANDA EXPRESS 10/2017	9.77	TRAINING EXPENSE	001.0411.060.037					966	00138
FPSTER FREEZE 10/2017	9.32	TRAINING EXPENSE	001.0411.060.037					966	00139
JUANITOS EXPRESS 10/2017	14.35	TRAINING EXPENSE	001.0411.060.037					966	00140
CARLS JR. 10/2017	8.44	TRAINING EXPENSE	001.0411.060.037					966	00141
KFC 10/2017	9.54	TRAINING EXPENSE	001.0411.060.037					966	00142
HOTEL RESEVTN TRNG 10/17	1,104.83	TRAINING (POST REIMBURSE	001.0411.060.036					966	00143
LATE FEE 10/2017	39.00	CONTRACTURAL SERVICES	001.0411.060.028					966	00144
FINANCE CHARGE 10/17	26.74	SPECIAL DEPARTMENT EXPEN	001.0411.060.029					966	00145
IN TWRNG INVERNO 10/17	28.00	TRAINING EXPENSE	001.0411.060.037					966	00146
IN TWRNG INVERNO 10/17	16.00	TRAINING EXPENSE	001.0411.060.037					966	00147
EARTHLINK 10/17	11.90	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					966	00148
DOLLAR GENERAL 10/2017	2.16	SPECIAL DEPARTMENT EXPEN	001.0403.060.029					966	00149
STATE FOODS 10/2017	18.71	SPECIAL DEPARTMENT EXPEN	001.0401.060.029					966	00150
LATE CHARGE 10/2017	19.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					966	00151
FINANCE FEE 10/2017	1.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029					966	00152
CA INDSTRL RUBBER 10/17	243.24	SPECIAL DEPARTMENT EXPEN	062.0462.060.029					966	00153
AMAZON 10/2017	296.78	OFFICE SUPPLIES	001.0411.060.023					966	00154
AMAZON 10/2017	296.78	OFFICE SUPPLIES	062.0462.060.023					966	00155
RITE AID 10/2017	18.20	SPECIAL DEPARTMENT EXPEN	001.0401.060.029					966	00156
IN N OUT BRGR 10/2017	14.09	TRAVEL, CONFERENCES & ME	001.0401.060.030					966	00157
ELEPHANT BAR 10/2017	111.18	TRAVEL, CONFERENCES & ME	001.0401.060.030					966	00158
SERVICES 10/2017	12.00	TRAVEL, CONFERENCES & ME	001.0401.060.030					966	00159
ESQUIRE GRILL 10/2017	103.10	TRAVEL, CONFERENCES & ME	001.0401.060.030					966	00160
SACRMTO CC CONC 10/17	19.60	TRAVEL, CONFERENCES & ME	001.0401.060.030					966	00161
PRKNG GARAGE 10/2017	7.50	TRAVEL, CONFERENCES & ME	001.0401.060.030					966	00162

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BANK OF AMERICA							
SERVICES 10/2017	24.00	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00163
JCS SACRAMENTO 10/2017	114.80	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00164
SERVICES 10/2017	20.00	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00165
SERVICES 10/2017	24.00	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00166
HILTON 10/2017	616.50	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00167
HILTON 10/2017	411.00	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00168
HILTON 10/2017	411.00	TRAVEL, CONFERENCES & ME	001.0401.060.030				966 00169
AMAZON 10/2017	300.04	OFFICE SUPPLIES	063.0463.060.023				966 00170
ADOBE 10/2017	79.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				966 00171
AMAZON 10/2017	3.14	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				966 00172
LATE FEES 10/2017	39.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				966 00173
FINANCE CHARGE 10/2017	23.21	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				966 00174
	7,150.92	*VENDOR TOTAL					
BENELECT							
EMPLOYEES & RTREES 10/17	16.39	HEALTH INSURANCE	001.0403.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	15.97	HEALTH INSURANCE	001.0404.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	8.19	HEALTH INSURANCE	001.0405.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	17.19	HEALTH INSURANCE	001.0415.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	7.30	HEALTH INSURANCE	001.0416.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	27.79	HEALTH INSURANCE	001.0418.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	11.58	HEALTH INSURANCE	001.0421.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	38.81	HEALTH INSURANCE	001.0422.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	22.53	HEALTH INSURANCE	061.0461.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	100.33	HEALTH INSURANCE	062.0462.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	92.39	HEALTH INSURANCE	063.0463.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	35.15	HEALTH INSURANCE	021.0424.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	15.41	HEALTH INSURANCE	029.0429.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	7.97	HEALTH INSURANCE	032.0440.050.008		NOVEMBER 2017		966 00176
EMPLOYEES & RTREES 10/17	3.00	HEALTH INSURANCE	001.0402.050.008		NOVEMBER 2017		966 00176
PD EXPENSE 10/2017	390.00	HEALTH INSURANCE	001.0411.050.008		NOVEMBER 2017		966 00177
FIRE DEPARTMENT 10/2017	90.00	HEALTH INSURANCE	004.0414.050.008		NOVEMBER 2017		966 00178
ADMIN. FEES 10/2017	0.97	HEALTH INSURANCE	001.0403.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.95	HEALTH INSURANCE	001.0404.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.48	HEALTH INSURANCE	001.0405.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	1.02	HEALTH INSURANCE	001.0415.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.43	HEALTH INSURANCE	001.0416.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	1.65	HEALTH INSURANCE	001.0418.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.68	HEALTH INSURANCE	001.0421.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	2.31	HEALTH INSURANCE	001.0422.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	1.34	HEALTH INSURANCE	061.0461.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	5.97	HEALTH INSURANCE	062.0462.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	5.49	HEALTH INSURANCE	063.0463.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	2.09	HEALTH INSURANCE	021.0424.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.91	HEALTH INSURANCE	029.0429.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.47	HEALTH INSURANCE	032.0440.050.008		NOVEMBER 2017		966 00179
ADMIN. FEES 10/2017	0.24	HEALTH INSURANCE	001.0402.050.008		NOVEMBER 2017		966 00179
	925.00	*VENDOR TOTAL					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BILL WALL'S DIRECT APPRO SERVICES 10/2017	258.36	CONTRACTURAL SERVICES	001.0411.060.028		15574		966 00008
BRAINARD INVESTIGATIONS BKGRND R. DOHERTY 10/17	868.00	CONTRACTURAL SERVICES	001.0411.060.028		5134B		966 00006
BSK ASSOCIATES BACTI 10/2017	180.00	CONTRACTURAL SERVICES	063.0463.060.028		A725410		966 00043
WEEKLY EFFLUENT 10/2017	61.00	CONTRACTURAL SERVICES	062.0462.060.028		A725411		966 00042
*VENDOR TOTAL	241.00						
CA TURF EQUIPMENT & SUPP PUSH MOWER/BAG 10/17	504.39	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		349762		966 00055
CHEM OUIP, INC. CHLORINÉ 10/17	933.78	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		5545936		966 00003
CIVIL AIR PATROL MAGAZIN ADVERTISEMENT 10/17	495.00	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		RL1120558		966 00113
CRAIGS AUTO PARTS ENGINE MAINT. 10/2017	10.96	VEHICLE MAINTENANCE/OPER	004.0414.060.032		665597		966 00014
ENGINE MAINT. 10/2017	24.65	VEHICLE MAINTENANCE/OPER	004.0414.060.032		667018		966 00015
*VENDOR TOTAL	35.61						
DEAN THOMPSON RENTAL & S CITY GRDINS WD CHPS 10/17	6,220.80	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		5681		966 00002
WOOD CHIPS WWTP 10/17	6,220.80	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		5683		966 00001
*VENDOR TOTAL	12,441.60						
DEARBORN NATIONAL LIFE I CITY EMPLOYEES 10/17	7.18	HEALTH INSURANCE	001.0403.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	6.99	HEALTH INSURANCE	001.0404.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	3.59	HEALTH INSURANCE	001.0405.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	7.53	HEALTH INSURANCE	001.0415.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	3.20	HEALTH INSURANCE	001.0416.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	12.17	HEALTH INSURANCE	001.0418.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	5.07	HEALTH INSURANCE	001.0421.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	17.00	HEALTH INSURANCE	001.0422.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	9.87	HEALTH INSURANCE	061.0461.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	43.95	HEALTH INSURANCE	062.0462.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	40.47	HEALTH INSURANCE	063.0463.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	15.40	HEALTH INSURANCE	021.0424.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	6.75	HEALTH INSURANCE	029.0429.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	3.49	HEALTH INSURANCE	032.0440.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/17	1.34	HEALTH INSURANCE	001.0402.050.008		NOVEMBER 2017		966 00116
CITY EMPLOYEES 10/2017	143.75	HEALTH INSURANCE	001.0411.050.008		NOVEMBER 2017		966 00116
PD EMPLOYEES 10/2017	327.75	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MID-CAL TRANS PARTS TRANSMISSION TEST 10/17	4,144.92	VEHICLE MAINTENANCE/OPER	001.0411.060.032		16360		966 00004
MIDVALLEY DISPOSAL REFUSE SERVICES 10/2017	43,960.81	CONTRACTURAL SERVICES	061.0461.060.028		SEP-17		966 00030
MOTHER LODGE CONCRETE COM FIRE HYDRANT 10/2017	548.18	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		8468209		966 00119
READY MIX CONCRETE 10/17	938.90	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		8468293		966 00120
*VENDOR TOTAL							
MUNICIPAL CODE CORP ANNUAL WEB HOST 10/17	900.00	SPECIAL DEPARTMENT EXPEN	001.0403.060.029		00296892		966 00112
OFFICE DEPOT FOLDERS/LEAD 10/2017	54.98	OFFICE SUPPLIES	001.0410.060.023		960706490001		966 00095
SUPPLIES 10/2017	472.76	OFFICE SUPPLIES	001.0410.060.023		96144668001		966 00110
VERBATIM CD-R 10/17	49.28	OFFICE SUPPLIES	001.0411.060.023		961446755001		966 00109
POCKET NOTEBOOKS 10/17	24.09	OFFICE SUPPLIES	001.0411.060.023		961446756001		966 00108
SUPPLIES 10/2017	60.59	OFFICE SUPPLIES	001.0410.060.023		962055187001		966 00107
PENS 10/2017	27.91	OFFICE SUPPLIES	001.0410.060.023		9623357321001		966 00096
SUPPLIES 10/2017	198.17	OFFICE SUPPLIES	001.0410.060.023		9623357435001		966 00097
FOLDERS/FOOTREST 10/17	112.79	OFFICE SUPPLIES	001.0410.060.023		963465485001		966 00098
PRESSBOARD/NOTES 10/17	102.93	OFFICE SUPPLIES	001.0410.060.023		964371480001		966 00099
SURGE CORD 10/2017	23.92	OFFICE SUPPLIES	001.0410.060.023		964371539001		966 00100
SUPPLIES 10/2017	55.03	OFFICE SUPPLIES	001.0410.060.023		964629078001		966 00101
TAPE SEALING DISP 10/17	20.24	OFFICE SUPPLIES	001.0410.060.023		966837341001		966 00102
ADDRS LBL/BINDER 10/17	33.59	OFFICE SUPPLIES	001.0410.060.023		966837346001		966 00103
SUPPLIES 10/2017	531.43	OFFICE SUPPLIES	001.0411.060.023		967271840001		966 00104
POCKET NOTEBOOKS 10/17	23.14	OFFICE SUPPLIES	001.0411.060.023		967271905001		966 00105
BATTERIES 10/2017	14.15	OFFICE SUPPLIES	001.0411.060.023		967271906001		966 00106
*VENDOR TOTAL	1,805.00						
PORTERVILLE/ CITY OF ANIMAL CONTROL 10/2017	630.00	CONTRACTURAL SERVICES	001.0411.060.028		201710022370		966 00023
PROTECTION ONE WWTP ALARM 10/2017	54.54	CONTRACTURAL SERVICES	063.0463.060.028				966 00022
QUAD - KNOPF GENERAL SERVICES 10/2017	4,377.15	CONTRACTURAL SERVICES	001.0416.060.028		90106		966 00019
AUTOZONE 10/2017	322.92	CONTRACTURAL SERVICES	001.0416.060.028		90108		966 00009
COMMUNITY CNTR 10/17	5,054.23	CONTRACTURAL SERVICES	001.0421.060.028		90110		966 00032
2 NEW WELLS 10/2017	3,143.55	CONTRACTURAL SERVICES	063.0463.060.028		90111		966 00033
VALENCIA HEIGHTS 10/17	2,707.46	CONTRACTURAL SERVICES	001.0416.060.028		90116		966 00018
BLAIR PARCEL MAP 10/17	1,430.55	CONTRACTURAL SERVICES	001.0416.060.028		90117		966 00012
GOOD TREE DEVLPMNT 10/17	168.48	CONTRACTURAL SERVICES	001.0416.060.028		90118		966 00010
VLNCA TNT IMPRVMT 10/17	168.48	CONTRACTURAL SERVICES	001.0416.060.028		90119		966 00011
RNDABT PROJ. 10/2017	3,534.11	CONTRACTURAL SERVICES	020.0590.731.028		90123		966 00034
*VENDOR TOTAL	20,906.93						

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
RAY MORGAN COMPANY CITY PRINTER 10/2017	306.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1787348		966 00115
SAFRAN LIVESCAN SUPPLIES 10/17	37,423.76	CONTRACTURAL SERVICES	001.0411.060.028		112122		966 00118
SELF HELP ENTERPRISES IN GENERAL ADMIN. 10/2017 GENERAL ADMIN 10/2017	4,600.00 660.00 5,260.00	HOUSING REHABILITATION HOUSING CONSTRUCTION *VENDOR TOTAL	026.0481.081.081 027.0716.080.081		WLK14 SEP-17 WLK14HM SEP-17		966 00024 966 00025
SIMMONS TIRE SERVICE FLAT SERVICE CALL 10/17 FLAT SERVICE CALL 10/17	220.00 157.00 377.00	SPECIAL DEPARTMENT EXPEN SPECIAL DEPARTMENT EXPEN *VENDOR TOTAL	062.0462.060.029 062.0462.060.029		47045 47145		966 00059 966 00058
SOUTHERN CALIF EDISON CO CITY ADMIN BLDG 10/2017 WTR UTILITY 10/2017 MAINT. SHOP 10/2017 PARKS 10/2017 SEWER DEPT. 10/2017 AIRPORT 10/2017 SUBDVSN LIGHTING 10/2017 STREETS DEPT. 10/2017	1,129.10 13,386.81 318.59 35.89 7,391.35 88.61 160.68 3,454.30 25,965.33	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				966 00045 966 00046 966 00047 966 00048 966 00049 966 00050 966 00051 966 00052
STANTEC CONSULTING SERVI WTR SYSTM IMPRVMT 10/17 WW COLLECTN SYSTM 10/17	3,237.50 37,770.75 41,008.25	CONTRACTURAL SERVICES CONTRACTURAL SERVICES *VENDOR TOTAL	063.0463.060.028 062.0462.060.028		1251743 1255453		966 00027 966 00026
STILLWELL/DAVID INTEREST 10/2017 PRINCIPAL 10/2017	2,938.65 3,965.66 6,904.31	INTEREST EXPENSE SEWER LOAN 240K D STILLW *VENDOR TOTAL	062.0462.060.065 062.0000.200.064		NOV. 2017 NOV. 2017		966 00040 966 00041
TD RIVAS HAULING & BOBCA SOIL/SND BACKFILL 10/17 SOIL/SND BACKFILL 10/17	950.00 950.00 1,900.00	CONTRACTURAL SERVICES CONTRACTURAL SERVICES *VENDOR TOTAL	062.0462.060.028 063.0463.060.028		13_00805 13_00805		966 00056 966 00057
TEAMSTERS LOCAL UNION NO WPD UNION DUES 10/2017	220.00	POLICE ASS'N DUES WITHHE	001.0000.200.030		OCT. 2017		966 00029
TRANSACT TECHNOLOGIES, I PAPER FOR REGISTER 10/17	124.34	OFFICE SUPPLIES	001.0410.060.023		1288740		966 00044
TULARE COUNTY JAIL DIGITAL PRINT 10/17	269.38	VEHICLE MAINTENANCE/OPER	001.0411.060.032		15658		966 00007

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VALLEY IND & FAM MED GRP HEP B E. RIVERA 10/17	67.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		333576		966 00053
VULCAN MATERIALS CO. SERVICES 10/2017	581.59	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		71516952		966 00061
WILLITTS EQUIPMENT CO., WELL #10 10/2017	585.47	CONTRACTURAL SERVICES	063.0463.060.028		33204		966 00060
WIRELESS INTERNET SERVIC SERVICES 10/2017	199.00	TELEPHONE	001.0410.060.020		1176119		966 00021
WOODLAKE GROWERS SUPPLY STATION MAINT. 10/2017	11.07	FIRE STATION MAINTENANC	004.0414.060.034		237704		966 00092
STATION MAINT. 10/2017	6.92	FIRE STATION MAINTENANC	004.0414.060.034		237763		966 00093
PAINT/DOG FOOD 10/17	33.98	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		237852		966 00090
STATION MAINT. 10/2017	6.79	FIRE STATION MAINTENANC	004.0414.060.034		237953		966 00091
UNIFRM PNTS GERA 10/17	26.88	UNIFORM ALLOWANCE	062.0462.050.011		238022		966 00088
UNIFORM RAUL 10/2017	53.85	UNIFORM ALLOWANCE	062.0462.050.011		238025		966 00085
SUPPLIES 10/2017	29.84	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		238099		966 00094
UNIFRM PNTS DORADO 10/17	80.65	UNIFORM ALLOWANCE	062.0462.050.011		238130		966 00086
UNIFRM PNTS DORADO 10/17	80.65	UNIFORM ALLOWANCE	062.0462.050.011		238130		966 00087
DOG FOOD 10/2017	75.43	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		238157		966 00089
	406.06	*VENDOR TOTAL					
WOODLAKE HARDWARE CO STATION MAINT. 10/2017	17.65	FIRE STATION MAINTENANC	004.0414.060.034		A42529		966 00016
STATION MAINT. 10/2017	6.99	FIRE STATION MAINTENANC	004.0414.060.034		B35171		966 00017
	24.64	*VENDOR TOTAL					
WOODLAKE/CITY OF MANUEL GUIJON RFND 10/17	150.00	UTILITY DEPOSITS	001.0000.200.034		250 N. WALNUT		966 00175

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	226,512.58					

RECORDS PRINTED = 000221

Schedule of Bills

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

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

City of Woodlake

AGENDA ITEM IV-C

October 23, 2017

Prepared by Ramon Lara, City Staff

SUBJECT:

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

BACKGROUND:

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

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

DISCUSSION:

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

The City requested informal bids for the construction of a test well along the St. Johns River. Well contractors are in large demand and soliciting bids was a challenge. The City was able to secure the services of Western Strata Exploration, Inc., who drilled Well #13. The City then procured the services of Zim Industries, Inc. to drill Well #14. The well drilling has been completed and testing has begun to get production numbers for the well. Both wells have been designed and engineered and the City has begun the process of connecting them to the current system. JT2, Inc. was the lowest responsive bidder and has begun the process of connecting Well #13 and Well #14 to the system.

RECOMMENDATIONS:

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

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency. [Note: Government Code section 8630(c) requires the governing board to review the local emergency **at least once every 30 days** until the governing body terminates the local emergency.] **EXTENDED** this 23rd day of October 2017.

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 October 23, 2017.

AYES:
NOES:
ABSTAIN
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-D

October 23, 2017

Prepared by Ramon Lara, City Staff

SUBJECT:

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

BACKGROUND:

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

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

DISCUSSION:

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

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

At this time the City has drilled two wells along the St. John's River within the City Airport Property. The design and engineering for the wells has been completed and the City will now begin the process of connecting the wells to the City's water system. The construction for the connection for Well #13 and #14 to the City's water system are in progress.

RECOMMENDATIONS:

Staff recommends that the City Council approve the emergency expenditures of public money for the construction of new City wells to meet the demands of its customers and to safeguard the health of City residents.

FISCAL IMPACT:

The development and implementation of two new City wells will be paid out of the Water Fund. Staff has currently allocated \$1,500,000 to the project for both wells.

ATTACHMENTS:

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

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

In the matter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this City Council will review the need for continuing emergency expenditures at every regularly scheduled meeting hereafter until the drought emergency is terminated or no further emergency expenditures are necessary. [Note: Public Contract Code section 22050(c) requires the governing board to review the emergency expenditures at every regularly scheduled meeting until the governing body terminates the emergency expenditure or emergency no longer exists.] **DECLARED** this 23rd day of October 2017.

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 October 23, 2017.

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rudy Mendoza, Mayor

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-A

October 23, 2017

Prepared by Ramon Lara, City Staff

SUBJECT:

Information: Sales Tax Measure and Cannabis Measure Updates in the City of Woodlake

BACKGROUND:

The City of Woodlake City Council instructed staff to consider the potential of placing a local sales tax measure and a cannabis tax measure on the November 7, 2017 ballot. As part of the process, Council requested the creation of a Citizens' Advisory Committee (CAC) that would represent the community at large and give feedback to Council about potential projects, policies and procedures. As part of outreach efforts, staff engaged the public by putting a survey together with general questions about sales taxes in the City of Woodlake. The City received nearly two hundred survey responses.

DISCUSSION:

At the July 24, 2017 City Council meeting, after multiple public hearings and public outreach, Council voted unanimously to put a 1 percent sales tax measure on the November 7, 2017 ballot. If the measure, known as Measure R passes, the revenues will be used to improve quality of life; parks and recreation programs; neighborhood police patrols; gang prevention programs; street maintenance; lighting, landscaping, and trails; and other essential services. The tax will undergo independent audits and have a citizens' oversight committee. Council's goal is to improve parks and recreation and public safety with the tax revenue increase.

At the same meeting Council voted to put a measure, known as Measure S, on the ballot that would impose a local general tax on cannabis businesses at a rate not exceeding \$25 per square foot (annually adjusted by CPI) or 10% of gross receipts, to maintain essential public safety and general City services for Woodlake residents. The tax will undergo independent audits and have a citizens' oversight committee. Council's goal is to have those that participate in the cannabis industry or purchase cannabis products to pay additional taxes to help with public safety, education, and youth prevention programs.

FISCAL IMPACT:

If the Sales Tax Measure was to pass on the November 2017 ballot the measure is projected to create \$430,000 annually in revenues. If the Cannabis Measure was to pass on the November 2017 ballot the measure is projected to create an undetermined amount of revenues.

ATTACHMENTS:

1. None

City of Woodlake

AGENDA ITEM V-B

October 23, 2017

Prepared by Emmanuel Llamas, City Staff

SUBJECT:

Action: Adoption of Resolutions: Receive Public Comments, Waive 1st Reading, and Set Second Reading date for Ordinances Amending Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning Commission, Chapter 2.16 Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits of the Woodlake Municipal Code – **Public Hearing**

BACKGROUND:

The City of Woodlake is undergoing a review of the City's ADA self-evaluation and transition plan and concurrently reviewing the City ordinances to identify potential barriers in policy regarding accessibility needs for persons with disabilities. The Americans with Disabilities Act (ADA) is a comprehensive civil rights law, requiring a legislative mandate on municipalities to develop programs, services, policies, and facilities with accessibility for persons with disabilities in mind.

DISCUSSION:

The City is currently reviewing and updating the ADA self-evaluation and transition plan. The ADA self-evaluation and transition plan is part of a federal mandate designed to establish compliance with the Americans with Disability Act. All presented amendments aim to ensure that city ordinances support compliance with federal ADA regulations, and therefore further enhance the accessibility for person with disabilities to participate in city service, programs, and access city facilities.

The language proposed to be added to Chapter 1.12, Chapter 1.13, Chapter 5.04., Chapter 17.54., and Chapter 17.48, are all intended to provide persons with disabilities alternative formats when requested. These alternative formats can be options such as brail or audio. All of these ordinances deal with city applications and forms.

The language proposed to be added to Chapter 2.36, Chapter 2.24, Chapter 2.16, Chapter 6.08, Chapter 12.12, Chapter 10.04, Chapter 17.54, are all intended to remove physical barriers to city facilities, city equipment, future city developments, and private developments to better accommodate accessibility for persons with disabilities.

The purpose of this public hearing is to give citizens an opportunity to make their comments known regarding the proposed amendments and/or additions to the ordinances listed above.

RECOMMENDATIONS:

City staff recommends that City Council Receive Public Comments, Waive 1st Reading, and Set Second Reading date for Ordinances Amending Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning Commission, Chapter 2.16 Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits of the Woodlake Municipal Code

FISCAL IMPACT:

The General Fund will not be impacted through adoption of the amendments to the above said ordinances.

ATTACHMENTS:

1. Resolution: City staff recommends that City Council Receive Public Comments, Waive 1st Reading, and Set Second Reading date for Ordinances Amending Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning Commission, Chapter 2.16 Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits of the Woodlake Municipal Code.
2. Draft of ordinances intended to comply with the ADA: Chapter 1.12 Administrative Fines and Penalties – 1.12.100 Notice of violation, order to correct and notice of assessment of administrative fines and penalties. Chapter 1.12 Administrative Fines and Penalties – 1.12.110 Initial appeal of notice of violation. Chapter 1.12 Administrative Fines and Penalties – 1.12.120 – Appeal to the city council. Chapter 1.13 Administrative Appeals – 1.13.010 Appeal to the city council. Chapter 2.36 Purchasing Systems – 2.36.030 Purchasing Officer Duties. Chapter 2.24 Planning Commission – 2.24.020 Member restrictions. Chapter 2.16 Elections – 2.16.030 Polling place – Election officials. Chapter 5.04 Business Licenses Generally – 5.04.050 License required. Chapter 6.08 Animals Generally – 6.08.050 Animals Upon Sidewalks. Chapter 12.12 Curbs, Gutters and Sidewalks - 12.12.030 Sidewalks. Chapter 12.12 Curbs, Gutters and Sidewalks - 12.12.020 Driveway approaches. Chapter 10.04 City Traffic Code – 10.04.570 Parking space markings. Chapter 17.54 Site Plan Review – 17.54.01 Purpose. Chapter 17.54 Site Plan Review – 17.54.04 Application and fee. Chapter 17.54 Site Plan Review – 17.54.08 Street dedication and improvements. Chapter 17.48 Conditional Use Permits – 17.48.01 Purpose.

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

In the matter of:

RECEIVING PUBLIC COMMENTS, WAIVING)
1ST READING, AND SETTING 2ND READING) Resolution No. 17-____
DATE OF ORDINANCES AMENDING OR)
ADDING CHAPTER 1.12, CHAPTER 1.13,)
CHAPTER 2.36, CHAPTER 2.24, Chapter 2.16)
CHAPTER 5.04, CHAPTER 6.08, CHAPTER)
12.12, CHAPTER 10.04, CHAPTER 17.54,)
AND CHAPTER 17.48, OF THE)
WOODLAKE MUNICIPAL CODE)

Councilmember _____, offered the following resolution and moved its adoption.
Council Receive Public Comments, Waive 1st Reading, and Set 2nd Reading Date of Ordinances Amending Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning Commission, Chapter 2.16 Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits of the Woodlake Municipal Code

WHEREAS, the City of Woodlake wishes to amend the following ordinances:

Chapter 1.12 Administrative Fines and Penalties – 1.12.100 Notice of violation, order to correct and notice of assessment of administrative fines and penalties.
Chapter 1.12 Administrative Fines and Penalties – 1.12.110 Initial appeal of notice of violation.
Chapter 1.12 Administrative Fines and Penalties – 1.12.120 – Appeal to the city council.
Chapter 1.13 Administrative Appeals – 1.13.010 Appeal to the city council.
Chapter 2.36 Purchasing Systems – 2.36.030 Purchasing Officer Duties.
Chapter 2.24 Planning Commission – 2.24.020 Member restrictions.
Chapter 2.16 Elections – 2.16.030 Polling place – Election officials.
Chapter 5.04 Business Licenses Generally – 5.04.050 License required.
Chapter 6.08 Animals Generally – 6.08.050 Animals Upon Sidewalks.
Chapter 12.12 Curbs, Gutters and Sidewalks - 12.12.030 Sidewalks.
Chapter 12.12 Curbs, Gutters and Sidewalks - 12.12.020 Driveway approaches.
Chapter 10.04 City Traffic Code – 10.04.570 Parking space markings.
Chapter 17.54 Site Plan Review – 17.54.01 Purpose.
Chapter 17.54 Site Plan Review – 17.54.04 Application and fee.
Chapter 17.54 Site Plan Review – 17.54.08 Street dedication and improvements.
Chapter 17.48 Conditional Use Permits – 17.48.01 Purpose.

WHEREAS, the City of Woodlake held a public hearing at the October 23, 2017 City Council meeting to receive comments regarding these ordinances; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to receive Public Comments, waive the 1st Reading, and set the 2nd Reading date and potential adoption date for November 6th, 2017 for the ordinances amending Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning ³⁶

Commission, Chapter 2.16 Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits of the Woodlake Municipal Code.

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 October 23, 2017.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk



Date	Invoice #
10/11/2017	52136

Phone # 559-592-3171 legal@thesungazette.com
 Fax # 559-592-4308 wwwfsgnews.com

Bill To

CITY OF WOODLAKE
 350 NO VALENCIA BLVD
 WOODLAKE, CA 93286

P.O. Number	Terms	Rep
	Due Upon Receipt	0

Due Date
 10/11/2017

Quantity	Item Code	Description	Price Each	Amount
	LEGAL	Public Notice 10/11	233.80	233.80

Payments/Credits	\$0.00
Balance Due	\$233.80

PO Box 7
 120 N. E St., Exeter, CA 93221

(576-41)
**CITY OF WOODLAKE
NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY GIVEN that the City of Woodlake will conduct a public hearing to discuss the proposed amendment or additions to the Woodlake Municipal Code. The City of Woodlake is currently reviewing its ADA self-evaluation plan and is proposing the following changes to better comply with the ADA. The additions or amendments include: Chapter 1.12 Administrative Fines and Penalties, Chapter 1.13 Administrative Appeals, Chapter 2.36 Purchasing Systems, Chapter 2.24 Planning Commission, Chapter Elections, Chapter 5.04 Business Licenses Generally, Chapter 6.08 Animals Generally, Chapter 12.12 Curbs, Gutters and Sidewalks, Chapter 10.04 City Traffic Code, Chapter 17.54 Site Plan Review, Chapter 17.48 Conditional Use Permits.

**PUBLIC HEARING
DATE:** October 23,
2017

TIME: 6:30 p.m.

PLACE: City Hall
350 N. Valencia Blvd.
Woodlake, CA 93286

Chapter 1.12 Administrative Fines and Penalties – 1.12.100 Notice of violation, order to correct and notice of assessment of administrative fines and penalties.

The City of Woodlake is proposing to add language that states notices should be provided in alternative formats when requested.

Chapter 1.12 Administrative Fines and Penalties – 1.12.110 Initial appeal of notice of violation.

The City of Woodlake is proposing to add language that states notices of appeal by the city should be provided in alternative formats when requested.

Chapter 1.12 Administrative Fines and Penalties – 1.12.120 – Appeal to the city council.

The City of Woodlake is proposing to add language that states notices of appeal by the City Council should be provided in alternative formats when requested.

Chapter 1.13 Administrative Appeals – 1.13.010 Appeal to the city council.

The City of Woodlake is proposing to add language that states

notices of appeal by the city should be provided in alternative formats when requested.

Chapter 2.36 Purchasing Systems – 2.36.030 Purchasing Officer Duties.

The City of Woodlake is proposing to add language that states accessibility be considered as a factor when purchasing equipment.

Chapter 2.24 Planning Commission – 2.24.020 Member restrictions.

The City of Woodlake is proposing to add language that states that persons with disabilities will be not be discriminated against or excluded from membership in planning commission.

Chapter 2.16 Elections – 2.16.030 Polling place – Election officials.

The City of Woodlake is proposing to add language to include the enhancement of accessibility to facilities and accommodation for persons with disabilities to participate in City elections.

Chapter 5.04 Business Licenses Generally – 5.04.050 License required.

The City of Woodlake is proposing to add language stating that all forms and licenses request and renewals will be made available in formats accessible to persons with disabilities upon request.

Chapter 6.08 Animals Generally – 6.08.050 Animals Upon Sidewalks.

The City of Woodlake is proposing to add language to exempt service animals from the restrictions on animals upon sidewalks.

Chapter 12.12 Curbs, Gutters and Sidewalks - 12.12.030 Sidewalks.

Add language stating that new curb ramps and sidewalk width should be developed in accordance with ADA requirements.

Chapter 12.12 Curbs, Gutters and Sidewalks - 12.12.020 Driveway approaches. The City of Woodlake is proposing to add language stating that new drive approach elevations should be developed in accordance with ADA requirements.

Chapter 10.04 City Traffic Code – 10.04.570 Parking space markings.

The City of Woodlake is proposing to Add language providing for accessible parking designated for use solely by those displaying

disability placards.

Chapter 17.54 Site Plan Review – 17.54.01 Purpose.

The City of Woodlake is proposing to add language to ensure accessibility is a consideration in the review of site plans, site plan applications, site plan reporting and findings.

Chapter 17.54 Site Plan Review – 17.54.04 Application and fee.

The City of Woodlake is proposing to add to be shown in site plan the "pedestrian ingress, egress, and internal circulation" as a consideration of access.

Chapter 17.54 Site Plan Review – 17.54.08 Street dedication and improvements.

The City of Woodlake is proposing to add language to ensure accessibility is a consideration in all improvements.

Chapter 17.48 Conditional Use Permits – 17.48.01 Purpose.

The City of Woodlake is proposing to add language to ensure accessibility is a consideration in the review of conditional use permits, applications, and reporting and findings.

The purpose of this public hearing is to give citizens an opportunity to make their comments known regarding each of the proposed ordinances.

If you are unable to attend the public hearing, you may direct written comments to Jason Waters, Community Services Director, City of Woodlake, 350 N. Valencia Blvd., Woodlake, CA 93286, or you may telephone (559) 564-8055. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 4:00 p.m. on Monday – Friday.

Sun-Gaz 10/11/17

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1.12.100, 1.12.110, 1.12.120 OF CHAPTER 1.12 TO TITLE 1, SECTION 1.13.010 OF CHAPTER 1.13 TO TITLE 1, SECTION 2.36.030 OF CHAPTER 2.36 OF TITLE 2, SECTION 2.24.020 OF CHAPTER 2.24 TO TITLE 2, SECTION 2.16.030 OF CHAPTER 2.16 TO TITLE 2, SECTION 5.04.050 OF CHAPTER 5.04 TO TITLE 5, SECTION 6.08.050 OF CHAPTER 6.08 TO TITLE 6, SECTION 12.12.030 OF CHAPTER 12.12 TO TITLE 12, SECTION 12.12.020 OF CHAPTER 12.12 TO TITLE 12, SECTION 10.04.570 OF CHAPTER 10.04 TO TITLE 10, SECTION 17.54.01 OF CHAPTER 17.54 TO TITLE 17, SECTION 17.54.04 OF CHAPTER 17.54 TO TITLE 17, SECTION 17.54.08 OF CHAPTER 17.54 TO TITLE 17, SECTION 17.48.01 OF CHAPTER 17.48 TO TITLE 17, OF THE MUNICIPAL CODE OF THE CITY OF WOODLAKE, ADDING LANGUAGE TO FURTHER COMPLY WITH THE AMERICANS WITH DISABILITY ACT, ENCOURAGING THE PROVIDING OF CITY APPLICATIONS, FORMS, AND MEETINGS IN ALTERNATIVE FORMATS UPON REQUEST AND ENCOURAGING THE REMOVAL OF PHYSICAL BARRIERS TO CITY FACILITIES, CITY EQUIPMENT, FUTURE CITY DEVELOPMENTS, AND PRIVATE DEVELOPMENTS TO BETTER ACCOMMODATE ACCESSIBILITY FOR PERSONS WITH DISABILITIES.

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

Section 1. PURPOSE. The provisions of these ordinance are intended in order to promote the public health, safety, comfort and general welfare of the community by minimizing the potential of physical barriers and programmatic barriers to accessibility to city services, programs, and facilities for persons with disabilities in accordance with the Americans with Disability Act.

Section 2. CODE ENACTMENT. Section 1.12.100 within Title 1, Chapter 1.12; Section 1.12.110 within Title 1, Chapter 1.12; Section 1.12.120 within Title 1, Chapter 1.12; Section 1.13.010 within Title 1, Chapter 1.13; Section 2.36.030 within

Title 2, Chapter 2.36; Section 2.24.020 within Title 2, Chapter 2.24; Section 2.16.030 within Title 2, Chapter 2.16; Section 5.04.050 within Title 5, Chapter 5.04; Section 6.08.050 within Title 6, Chapter 6.08; Section 12.12.030 within Title 12, Chapter 12.12; Section 12.12.020 within Title 12, Chapter 12.12; Section 10.04.570 within Title 10, Chapter 10.04; Section 17.54.01 within Title 17, Chapter 17.54; Section 17.54.04 within Title 17, Chapter 17.54; Section 17.54.08 within Title 17, Chapter 17.54, Section 17.48.01 within Title 17, Chapter 17.48 of the Woodlake Municipal Code is hereby enacted to read in its entirety as follows:

SECTION 1.12.100: Notice of violation, order to correct and notice of assessment of administrative fines and penalties.

Upon determining that a violation exist of any ordinance enacted by the city, the enforcement officer may take the following steps:

A.

Issue a "notice of violation, order to correct, and notice of assessment of administrative fines and penalties" to the property owner by certified mail or by personal service. The notice of violation shall specify or contain:

1.

The name and address of the property owner, and the address and assessor's parcel number ("APN") of the real property where the violation exists;

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

B.

The enforcement officer may, in her/his discretion, record a copy of the notice of violation with the county recorder. In the event of such recordation, and in the event that the notice of violation is subsequently modified, the enforcement officer shall record an amended notice of violation. Correction or abatement of the violation shall not excuse the owner's liability for costs incurred during the administrative abatement process. In the event that the notice of violation is eliminated through the appeal process or because the violations have been corrected within the deadline specified in the notice of violation, the enforcement officer shall record a "notice of withdrawal of notice of violation" or a "notice of satisfaction and compliance with notice of violation," as warranted.

C.

If the enforcement officer determines that an effort is being made to correct the violation, he or she may grant an additional period of time for correction of the violation. Unless the notice of violation is appealed as provided in [Section 1.12.110](#) of this chapter, the notice of violation shall constitute the final administrative order or decision of the city and the assessment of administrative fines and penalties shall become a final order or decision within the meaning of Government Code Section 53069.4(b)(1).

D.

Notwithstanding subsection A. above, the enforcement officer may require immediate abatement of a violation if the violation creates an imminent danger to the health and safety of other persons or property within the boundaries of the city, including city staff and city property. Such summary abatement must comport with all applicable laws and any requirements enacted in this Code or such other uniform code which has been adopted by the city.

E.

When requested, notices should be provided in alternative formats to accommodate accessibility requirements for persons with disabilities.

SECTION 1.12.110: Initial appeal of violation.

A.

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

B.

During the appeal hearing, the hearing officer shall: review the notice of violation; review any relevant evidence submitted by the property owner; consider the factors set forth in [Section 1.12.090](#) of this chapter; and either uphold, withdraw or modify the notice of violation and the fines and penalties specified in the notice of violation. The hearing officer shall serve a copy of his or her written decision on the property owner. The written decision shall also include or be accompanied by a description of the right to appeal the hearing officer's decision to the city council as provided in [Section 1.12.120](#) of this chapter. Service of the hearing officer's decision shall be complete within five calendar days after the date it was mailed by first-class U.S. mail to the property owner at the address shown on the last equalized tax roll.

C.

The decision of the hearing officer shall constitute the administrative order or decision of the city and be final and confirmed within the meaning of Government Code Section 53069.4(c) unless appealed to the city council as set out in [Section 1.12.120](#) of this chapter.

D.

When requested, notices of appeal should be provided in alternative formats to accommodate accessibility requirements for persons with disabilities.

SECTION 1.12.020: Appeal to the city council.

A.

The person who appealed the notice of violation pursuant to [Section 1.12.110](#) of this chapter may appeal the decision of the hearing officer to the city council pursuant to [Title 1](#) of this Code and subject to all of the requirements of this chapter which shall be controlling to the extent of any inconsistency with [Chapter 1.13](#) of [Title 1](#).

B.

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

C.

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

D.

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

E.

At the time fixed by the city clerk, the city council shall meet to review the appeal. The appellant may appear and be heard on the matter.

F.

The notice of violation and the written decision of the hearing officer shall be admitted into evidence. The appellant shall bear the burden of proving that the decision of the hearing officer should be vacated or modified.

G.

In reviewing the decision of the hearing officer, the city council shall consider the factors set forth in [Section 1.12.090](#) of this chapter, and shall uphold, repeal or modify the decision of the hearing officer; and the city council shall uphold, eliminate, or modify any fines and penalties assessed by the hearing officer. The written decision shall also include or be accompanied by a description of the appellant's right to appeal the decision as provided in Government Code Section 53069.4 and [Section 1.12.130](#) of this chapter.

H.

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

I.

The decision of the city council shall constitute the final administrative order or decision of the city within the meaning of Government Code Section 53069.4(b)(1) and (c). The city clerk shall cause a copy of the city council's written decision to be served by first-class mail on the appellant specified in the written notice of appeal. Service of the city council's decision shall be complete on the fifth day after the date it is mailed by the city clerk to the address provided by the appellant on the notice of appeal.

J.

When requested, notices of appeal to city council should be provided in alternative formats to accommodate accessibility requirements for persons with disabilities.

SECTION 1.13.010: Appeal to the city council.

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

A.

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

B.

Upon the filing of the notice of appeal, the city officer or employee shall transmit to the city clerk copies of all documents pertaining to the matter under appeal, a transcript of testimony as the appellant shall specifically request and pay for, and a summary of all of the evidence presented. The city shall recover from the appellant the costs of preparation of any transcript of testimony requested by the appellant.

C.

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

D.

At the hearing on appeal, the city council shall review the documents pertaining to the matter, offered summaries of the evidence, such transcript of testimony as may be furnished; and will hear such testimony as is relevant to the issues raised in the notice

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

E.

The decision of the city council shall constitute the final administrative order or decision of the city. The city clerk shall cause a copy of the city council's written decision to be served by first-class mail on the appellant specified in the written notice of appeal. Service of the city council's decision shall be complete on the fifth day after the date it is mailed by the city clerk to the address provided by the appellant on the notice of appeal.

F.

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

G.

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

H.

When requested, notices of appeal to city council should be provided in alternative formats to accommodate accessibility requirements for persons with disabilities.

SECTION 2.36.030: Purchasing Officer Duties.

There is created the position of purchasing officer. The duties of this officer (hereinafter described) shall be handled by the city administrator until such time as it may, in the opinion of the council, be advisable to appoint another individual as purchasing officer.

A.

Purchase or contact for all supplies, equipment and contractual personal services, excluding professional services, needed by all city departments or agencies which derive financial support wholly or in part from the city, in accordance with purchasing procedures as prescribed by this chapter, relevant administrative regulations and such rules and regulations as the purchasing officer shall adopt and the city administrator approve;

B.

Negotiate and recommend execution of contracts for the purchase of supplies and equipment and for the contacting for services from the lowest responsible bidder;

C.

Act to procure for the city acceptable quality of supplies, equipment and services at the least expense to the city;

D.

Discourage uniform bidding by purveyors and induce full competition on all purchases and for all purchases and contracts;

E.

Adopt administrative regulations, subject to prior approval of the city administrator, including revisions and amendments thereto, governing the purchase of goods and the contracting for services or supplies and equipment for the city;

F.

Keep informed of current developments in the field of purchasing and contracting, price, costs, market conditions, new products and new contractual situations prevailing in the industries which might be supplying goods or services to the city;

G.

Prescribe, design and issue forms needed for the operation of the procedures and requirements set out in this chapter, and such other applicable rules as may seem necessary to fulfill the requirements of this chapter;

H.

Regulate the transfer of surplus property between departments as needed, or sell or otherwise dispose of surplus property when designated as such by other department heads or city administrator;

I.

Maintain a bidders list, vendors and contractors catalog file, and such other records as might be used in modern procurement;

J.

Assure that every bidder complies with all applicable city, state and federal health, employee, safety and occupational laws and regulations;

K.

Such other matters as shall be required to fulfill the requirements and procedures of this chapter, the City Charter and requirements of the city council and the city administrator.

L.

When procuring for city equipment, the purchasing officer shall consider accessibility for persons with disabilities as a factor.

SECTION 2.24.020: Member restriction.

2.24.020 - Member restrictions.

A.

No member of the planning commission may serve on the city council or serve as the city clerk at the same time.

B.

Planning commissioners may hold no other city office or position.

C.

All feasible accommodations will be made to ensure that persons with disabilities are not discriminated against or excluded from membership in the planning commission.

SECTION 2.16.030: Polling place – Election officials.

The city council shall, at least thirty-five (35) days before any election, by resolution, designate the polling place, the hours the same shall remain open, the names of the persons appointed as precinct election officials or officers. The city clerk shall maintain a register of applicants for election officers, and in the event that no persons apply, or an insufficient number of persons apply, or it is not deemed by the council to be in the best interests of city to appoint any applicant, any person who is a qualified voter of the city may be appointed as an election official. Oral applications may be received as a part of the register, at the time of appointment of the officers.

The locations for polling places shall be held in locations that can accommodate the needs of persons with disabilities to participate.

SECTION 5.04.050: License required.

There are imposed upon the businesses, trade, professions, callings and occupations specified in this chapter, license taxes in the amounts hereinafter prescribed, and it is unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the city without first having procured a license from the city so to do or without complying with any and all applicable provisions of this chapter.

The forms and licenses required in this section will be made available in alternative formats to accommodate persons with disabilities upon advanced notice.

SECTION 6.08.050: Animals Upon Sidewalks.

It is unlawful for any person to ride, drive, run or lead, any horse, cow or animal of burden upon any sidewalk or curbing or to permit the same to stand thereupon, except when necessary to cross a sidewalk or curbing in going to or coming from private property.

Exception is made for any certified and registered service animals used to assist persons with disabilities.

SECTION 12.12.030: Sidewalks.

Standard concrete sidewalks shall be installed in accord with the standard plans and policies of the city as to placement and design on all street frontages on properties on which building permits for the following classes of work are issued:

A.

New commercial or office buildings, or parking developments on vacant property, or remodeling of existing commercial or industrial buildings involving the addition of fifty (50) percent or more of the existing floor space.

B.

Replacement of existing commercial or office buildings or conversion to parking usage.

C.

Conversion of existing residential occupancies to commercial, office or parking occupancy.

D.

New commercial or office buildings or parking facilities or uses on properties created by lot splits or subdivisions.

E.

New commercial development requiring sidewalk installment shall construct curb ramps and sidewalks in accordance with ADA requirements.

SECTION 12.12.020: Driveway approaches.

Standard concrete commercial or residential driveway approaches shall be included in such curb and gutter construction where driveways exist or are proposed for use by owners or permittees.

The installment of driveway approaches shall be made in accordance with elevation and design standards required by ADA.

SECTION 10.04.570: Parking space markings.

The city traffic engineer is authorized to install and maintain parking space markings to indicate parking spaces adjacent to curbing where authorized parking is permitted.

When such parking space markings are placed on the highway, subject to other and more restrictive limitations, no vehicle shall be stopped, left standing or parked other than within a single space unless the size or shape of such a vehicle makes compliance impossible.

Accessible parking designated for use solely by persons with disabilities shall be marked accordingly displaying disability placards.

SECTION 17.54.01: Purpose.

The purpose of the site plan process is to enable the planning commission to make a finding that the proposed development is in conformity with the intent and provisions of this ordinance and to guide the building department in the issuance of building permits. The site plan review process is constructed to ensure that development constructed in Woodlake meets good urban design standards, does not have an adverse impact on neighboring properties, does not impact the public health, safety and welfare, and produces a development that will enhance the image and marketability of Woodlake. **In review of site plans the accessibility for persons with disabilities must be a consideration for feasible accommodations including site plans, site plan applications, site plan reporting and findings.**

SECTION 17.54.04: Application and fee.

An application for a site plan permit shall be made to the planning department on a form prescribed by the department. The application shall be accompanied by a fee set by resolution of the city council. Uses requiring a conditional use permit shall not be required to pay for a site plan review permit in that the fee would be covered by the fee for a conditional use permit. The information requirements detailed below will be required of use permit applicants. The application shall include the following information:

A.

Name and address of applicant.

B.

Statement that the applicant is the owner of the property, or is the authorized of the owner.

C.

An accurate scale drawing of the site and the surrounding area for a distance of at least one hundred (100) feet from each boundary of the site showing the existing locations of streets and property lines.

D.

Preliminary floor plans and front, side and rear elevations of the proposed structures.

E.

A site plan, drawn to scale, which shall show the following:

1.

Lot and building dimensions.

2.

All buildings and structures: location, size, height, and proposed use.

3.

Yards and space between buildings.

4.

Walls and fences; location, height and materials.

5.

Off-street parking and loading: Location, number of spaces, dimensions of spaces, and internal circulation pattern.

6.

Access: pedestrian, vehicular and service: points of ingress and egress.

7.

Signs: location, size, height, and type of illumination.

8.

Lighting: location and general nature.

9.

Street dedication and improvements.

10.

Landscaping and irrigation: location and type.

11.

Pedestrian ingress, egress, and internal circulation

SECTION 17.54.08: Street dedication and improvements.

In addition to the conditions detailed in the planning commission's resolution, changes in the neighborhood that would result from traffic generated by the development undergoing site plan review may require land dedication and/or street improvements. Should the commission find that approval of the proposed development combined with existing traffic in and near the subject property warrant road improvements along the subject property, the commission may warrant conditions as follows:

A.

The applicant shall dedicate necessary right-of-way along the subject property adequate to facilitate the installation of roadway improvements consistent with Woodlake's Circulation Element and Improvements Manual.

B.

The applicant shall install roadway improvements, including curbs, gutters, sidewalks and street paveout, along the subject property that are consistent with Woodlake's Circulation Element and Improvements Manual.

C.

The applicant shall install non-roadway improvements within the roadway right-of-way, including street signs, street lights, street trees and bus stops.

All improvements shall be constructed and installed to city standards and shall be installed at the time of development. Where it is determined by the planning commission that it is impractical to install any or all improvements at the time of development, an agreement to make such improvements may be accepted in lieu thereof. In the event of such an arrangement, the applicant shall enter into an agreement with Woodlake for the installment of improvements before a building permit is issued. The applicant shall deposit money with the City of Woodlake or post a bond with the city in the amount determined by the city engineer to guarantee the installation of said improvements.

D.

The applicant shall install roadway improvements, including curbs, gutters, sidewalks and street paveout, along the subject property with accessibility and requirement guidelines in accordance with ADA compliance.

SECTION 17.48.01: Purpose.

The purpose of this chapter is to establish procedures for processing conditional use permits and temporary use permits.

Specific uses listed in districts of this ordinance are permitted subject to receiving a conditional use permit. Because of their unusual characteristics, or unique area in which they are proposed, these uses require special consideration so that they may be located properly with respect to the purpose and objectives of this ordinance and with respect to their effects on surrounding properties. **In review of conditional use permits and temporary use permits the accessibility for persons with disabilities must be a consideration.**

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

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

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending

in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

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

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

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

THE FOREGOING ORDINANCE was passed and adopted by the City Council of the City of Woodlake, State of California, on October 23, 2017, at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza
Mayor, City of Woodlake

ATTEST:

Irene Zacarias
City Clerk

City of Woodlake

AGENDA ITEM V-C

October 23, 2017

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Enter Into a Purchase Agreement with Self Help Communities 1, LLC for the Property with APN NO. 061-100-085-000

BACKGROUND:

In 1996 the City of Woodlake entered into an agreement for a loan and deferred development fees in the amount of nine hundred and eighty-seven thousand three hundred and twenty-one dollars (\$987,321.00), with Scot and Carolyn Townsend for the construction of the property with APN No. 061-100-085-000. The project was funded with 95-HOME funds from the Department of Housing and Community Development.

The County of Tulare notified the City of Woodlake that they would be selling the tax-defaulted property that the City has legal interest in. The property is the before mentioned property with APN No. 061-100-085-000 owned by Scot and Carolyn Townsend. The City has an obligation to protect its initial investment in the property and in order to do that would have to pay the outstanding taxes and lien(s) on the property. The City paid the outstanding taxes and fees on the property in the amount of one hundred thirty-eight thousand eight hundred and ninety-three dollars (\$138,893.00). Self Help Enterprises purchased an outstanding lien on the property in the amount of fifty thousand seven hundred and fifty-six dollars and fifty-three cents (\$50,756.53).

DISCUSSION:

After the City acquired the property it began to look at its options to recover its costs and assign the outstanding 95-HOME loan on the property. Self Help Enterprises showed interest in assuming the note on the property and reimbursing the City for any expenses it incurred during the acquisition of the property, subject to legal review. Self Help also purchased an outstanding lien on the property in the amount of fifty thousand seven hundred and fifty-six dollars and fifty-three cents (\$50,756.53) to clear all exterior debt on the property.

Self Help has requested that the City's 95-HOME loan and deferred development fees in the amount of nine hundred and eighty-seven thousand three hundred and twenty-one dollars (\$987,321.00) subordinate to their proposed one hundred thousand dollars (\$100,000.00) rehabilitation loan, the outstanding lien on the property in the amount of fifty thousand seven hundred and fifty-six dollars and fifty-three cents (\$50,756.53), and their reimbursement to the City in the amount of one hundred thirty-eight thousand eight hundred and ninety-three dollars (\$138,893.00) for outstanding taxes and fees.

RECOMMENDATIONS:

Staff recommends that Council enter into a Purchase Agreement with Self Help Communities 1, LLC for the property with APN NO. 061-100-085-000 and authorize the Mayor and City Administrator to execute all necessary documentation.

FISCAL IMPACT:

The City would recover the expenditures it has covered through the sale of the property in the amount of one hundred thirty-eight thousand eight hundred and ninety-three dollars (\$138,893.00) and assign the 95-HOME note.

ATTACHMENTS:

1. Resolution: Enter Into a Purchase Agreement with Self Help Communities 1, LLC for the Property with APN NO. 061-100-085-000
2. Attachment 1: Purchase and Sale Agreement, Joint Escrow Instructions and related attachments.

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

In the matter of:

OBJECT TO THE SALE OF THE TAX)	Resolution No.
DEFAULTED PROPERTY AND)	
APPLICATION TO ENTER INTO A)	
PURCHASE AGREEMENT WITH)	
THE COUNTY OF TULARE FOR)	
THE PROPERTY WITH APN NO.)	
061-100-085-000)	

Councilmember _____, offered the following resolution and moved its adoption. Enter into a Purchase Agreement with Self Help Communities 1, LLC for the Property with APN NO. 061-100-085-000.

WHEREAS, the City of Woodlake currently has a deed of trust to secure an indebtedness for the property with APN No. 061-100-085-000; and

WHEREAS, the City learned that the County of Tulare was going to have sale for the tax-defaulted property with APN No. 061-100-085-000 scheduled for June 2, 2016; and

WHEREAS, ownership of the entire subject property, in fee simple absolute, is required by the City for use of the property for a public purpose of providing affordable low-income housing within the City;

WHEREAS, in order to redeem the subject property a payment of one hundred thirty-eight thousand eight hundred and ninety-two dollars and thirty-six cents (\$138,892.36) was made for taxes, costs and fees by the City to the County of Tulare to protect the asset; and

WHEREAS, the City agrees to enter into a Purchase Agreement with Self Help Communities 1, LLC for the Property with APN NO. 061-100-085-000;

NOW, THEREFORE, the City Council of the City of Woodlake, does hereby resolve as follows:

1. The City agrees to enter into a HOME Regulatory Agreement and assign the 95-HOME loan and deferred development fees in the amount of nine hundred and eighty-seven thousand three hundred and twenty-one dollars (\$987,321.00) to Self Help Communities 1, LLC.
2. The City's 95-HOME loan and deferred development fees in the amount of nine hundred and eighty-seven thousand three hundred and twenty-one dollars (\$987,321.00) will subordinate to the Self Helps proposed one hundred thousand dollars (\$100,000.00) rehabilitation loan, the outstanding lien on the property in the amount of fifty thousand seven hundred and fifty-six dollars and fifty-three cents (\$50,756.53) that they purchased, and their reimbursement to the City in the amount of one hundred thirty-eight thousand eight hundred and ninety-three dollars (\$138,893.00) for outstanding taxes and fees.

3. The Mayor and the City Administrator are authorized to execute all necessary documents to process the documents needed to complete the transactions stated above.

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 October 23, 2017.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF WOODLAKE (“**Seller**”) and Self Help Communities 1, LLC, a California limited liability company (“**Buyer**”). Seller and Buyer are sometimes herein called the “**Parties**”.

RECITALS

A. Seller is the owner of the real property located at 354 Danielle Way in the City of Woodlake, County of Tulare (the “**County**”), State of California, more particularly described in **EXHIBIT A** (the “**Property**”), attached hereto and incorporated as a part hereof.

B. Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions contained in this Agreement. The purchase includes all of Seller’s property rights, title and interest in and to the real Property.

C. Seller desires to sell and Buyer desires to purchase the Property. The Close of Escrow shall occur **30 days** from the execution of this Agreement unless escrow is extended by written mutual consent.

The parties agree as follows:

1. Agreement of Sale. Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller the Property subject to all the terms and conditions of this Agreement, including the Recitals above.

2. Purchase Price. The Purchase Price shall be (a) cash in the amount of **One Hundred Thirty-Eight Thousand Eight Hundred and Ninety-Three U.S. Dollars (\$138,893 USD)**, or such larger sum required to be paid by Seller to the County of Tulare for a tax deed, plus (b) the signing by Buyer of a promissory note secured by the Property in the amount of **Nine Hundred Eighty-Seven Thousand and Three Hundred Twenty-One U.S. Dollars (\$987,321.00 USD)**, for the acquisition of Seller’s interest in the property.

3. Deposit. Buyer shall deposit with the Escrow Holder within Three (3) business days after the date of mutual execution and delivery of a Purchase Agreement the amount of **Ten Thousand Dollars (\$10,000.00)**, (the “**Deposit**”). Upon the expiration of the Buyer’s Investigation Period (See Item # 5.4), the Deposit shall become non-refundable (except in the event of Seller’s default) and released to Seller. **The Deposit**

shall be credited towards the Purchase Price. If Buyer exercises its rights to terminate this Agreement prior to the expiration of the Buyer's Investigation Period, then this Agreement shall be null and void, and the Deposit shall be returned to Buyer, and neither party shall have any further obligation to the other hereunder.

4. Payment of Purchase Price. Buyer shall pay **One Hundred Thirty-Eight Thousand Eight Hundred and Ninety-Three U.S. Dollars (\$138,893.00 USD)** or such larger sum required to be paid to the County of Tulare for a tax deed, of the Purchase Price in cash through escrow and as a condition precedent to Close of Escrow.

4.1 The balance of **Nine Hundred Eighty-Seven Thousand and Three Hundred Twenty-One U.S. Dollars (\$987,321.00 USD)** shall be tendered at Close of Escrow by the execution by Buyer and Seller of a HOME regulatory agreement, promissory note to be secured by a deed of trust on the Property (the "**HOME Loan**") which shall be executed and delivered to the Seller prior to Close of Escrow. Said Assignment and related deed of trust must, as a condition precedent to Close of Escrow, be recorded in the official records of Tulare County at the Close of Escrow. Said Assignment and deed of trust shall include a new thirty (30) year term and shall indicate that payments thereon shall be fully deferred. In all events, the HOME Loan shall be subordinate to those certain deeds of trust to be recorded against the Property by Buyer in the principal amount of fifty thousand U.S. dollars (\$50,756.53 USD) for the original loan against the Property which Buyer previously acquired, the rehabilitation loan the Buyer will provide post-closing in an amount not to exceed one hundred thousand U.S. dollars (\$100,000 USD) and the acquisition loan in the principal amount of one hundred thirty-eight thousand eight hundred and ninety-three U.S. dollars (\$138,893.00 USD) for a total of \$289,649.53 (the "**SHE Loans**"), provided that the deeds of trust for the SHE Loans conform to all of the requirements thereon as provided within this Agreement and applicable law.

4.2 In order to protect the Seller's interests in the HOME Loan, each and all of the deeds of trust for the SHE Loans must conform in writing to all of the following requirements, which must be reasonably interpreted in all instances in favor of protecting the Seller's interests in the HOME Loans:

4.2.1 Maximum Terms of Deeds of Trust. The deeds of trust for the SHE Loans shall not contain a term which exceeds the term of the HOME Loan deed of trust and no extension of the term of any of the deeds of trust for the SHE Loans which exceeds the original term of the HOME Loan deed of trust shall be valid nor have priority over the deed of trust for the HOME Loan during any portion of any such extension(s);

4.2.2 Additional Pre-Foreclosure Notice. Prior to commencement of the foreclosure process, and in addition to any statutory or legal notice

period which may be required law, the Buyer must provide to Seller written notice of intent to commence the foreclosure process at least sixty (60) days before formal commencement of the foreclosure process;

4.2.3 Seller's Consent for Transfer of Interest Having Priority. Buyer shall not sell, gift, grant, convey or otherwise transfer any portion of its beneficial nor any portion of its legal interest in the deeds of trust for the SHE Loans or their related promissory notes without the prior, express and written consent of the Seller's governing body;

4.2.4 Only Original Principal Has Priority. Each of the deeds of trust securing the SHE Loans shall not at any time secure any amount which exceeds the actual principal sum due on the SHE Loans, including any interest, fees, penalties and other charges which might otherwise accrue on the SHE Loans, and no amount may be compounded into principal at any time, provided that interest, fees, penalties and other charges arising from the SHE Loans may only become secured, if at all, without such sums having any priority whatsoever over the Seller's HOME Loan deed of trust; and

4.2.5 Updates on Loan Balances. Seller shall have the right to request and obtain from Buyer within ten (10) business days a written confirmation from Buyer or its successor in interest, if any, of each and all amounts owed on any of the SHE Loans.

5. Escrow Agent, Review of Title, Feasibility and Physical Condition of the Property.

5.1 Escrow Agent. Promptly following the execution of this Agreement by all Parties, an escrow shall be opened to consummate the sale of the Property pursuant to the terms and conditions set forth in this Agreement at the office of **Old Republic Title Company, 555 12th Street, Suite 2000, Oakland, CA 94607, (510) 272-1121,** contact person is **Niels Povlsen,** or such other licensed company as the Parties shall agree ("**Escrow Agent**"). This Agreement constitutes both an agreement of purchase and sale for the Property between Seller and Buyer and joint escrow instructions to Escrow Agent relative to the purchase and sale of the Property. If Escrow Holder requires separate or additional escrow instructions which it deems necessary for its protection, Seller and Buyer hereby agree promptly upon request by Escrow Agent to execute and deliver to Escrow Agent such separate or additional escrow instructions (the "**Additional Instructions**"). In the event of any conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and govern, and the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the

provisions of this Agreement unless otherwise agreed to in writing by Seller and Buyer in connection with specifically identified terms of this Agreement.

5.2 Review of Title. Not later than fifteen (15) business days after the Effective Date, Seller shall provide or cause Escrow Agent to provide Buyer with a current preliminary title report of the Property (“**Title Report**”), together with copies of all documents evidencing exceptions to title as described therein.

5.2.1 Monetary Liens. Except for the Assignment and the documents evidencing the HOME Loan and the documents to be recorded in connection with the SHE Loan, Seller shall convey the Property to Buyer free and clear of any deeds of trust, mortgages, mechanics’ liens, judgment liens, tax liens, Williamson Act fees if necessary, or any other encumbrance, other than liens for general and special real property taxes not then due and payable (“**Monetary Exceptions**”). Buyer hereby expressly disapproves of any such Monetary Exceptions that may appear on the title report and such Monetary Exceptions shall be cleared through funds accruing to Seller at Close of Escrow.

5.2.2 Other Liens. The Property shall remain subject to the regulatory agreement recorded in the official records of the County of Tulare as document number 1996-047819. Buyer shall notify Seller in writing of Buyer’s disapproval of any title exception in the Title Report (other than Monetary Exceptions) within fifteen (15) business days of Buyer’s receipt of the Title Report and Monetary Exception documents produced therewith (“**Disapproved Exceptions**”). Failure to so notify Seller shall conclusively be deemed as Buyer’s approval of all non-Monetary Exceptions listed in the Title Report.

5.3 Compromise on Removal of Disapproved Exceptions. If Buyer notifies Seller of any Disapproved Exceptions as set forth in Section 5.2 above, Seller may, at Seller’s option, elect to remove the Disapproved Exceptions. Seller shall have ten (10) business days from receipt of Buyer’s notice within which to make the election to remove the Disapproved Exceptions or not from title. In the event that Seller is unwilling or unable to remove the Disapproved Exceptions within the time set forth herein, Buyer shall within ten (10) business days after receipt of Seller’s election either (a) terminate this Agreement, or (b) accept the Property subject to the Disapproved Exceptions not agreed to be removed by Seller. In the event that Buyer elects to terminate this Agreement prior to the end of the Feasibility Period, the Initial Deposit shall be returned to Buyer and, with the exception of the indemnity provisions set forth in Section 5.4, the Parties shall have no further obligations to each other with respect to the purchase of the Property, provided however, that the Initial Deposit shall not be refundable if Buyer has not elected to terminate before the end of the Feasibility Period. The Seller and Buyer agree to work with Tax Title Service to review the condition of title post tax default transfer to the Seller and the Seller shall work in good faith with the Buyer to ensure title insurance is available by close of escrow pursuant to 8.1.2.3.

5.4 Buyer's Investigation. For the period ending **Fifteen (15)** calendar days after the Effective Date, Buyer, Buyer's representatives, consultants and authorized agents may upon forty-eight (48) hours advance notice to Seller enter onto the Property to perform boundary surveys, soils test, environmental testing and any other study of the Property as in Buyer's sole discretion are deemed necessary or appropriate to verify that the Property is of such nature and condition as to be acceptable for Buyer's proposed use thereof (the "**Feasibility Period**"). Buyer shall keep the Property free and clear of any liens and shall repair any damage to the Property and shall indemnify and hold Seller harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever (including reasonable attorneys' fees) arising from or related to Buyer's investigation of the Property. If, in Buyer's sole discretion, Buyer is not satisfied with the results of its investigation, Buyer may terminate this Agreement by notifying Seller in writing of its election within the Feasibility Period. Buyer's failure to cause the Deposit to be released to Seller shall be deemed as Buyer's election to terminate the Agreement. In the event that Buyer elects to terminate the Agreement pursuant to the terms of this Section 5.4, the Deposit shall be returned to Buyer and the parties shall have no further obligations to each other with respect to the purchase of the Property.

5.5 Seller's Information. As soon as practicable, but in no event later than five (5) business days after the Effective Date of this Agreement, Seller shall deliver to Buyer, at no cost to Buyer, copies of the following documents (to the extent Sellers have any in their possession):

(a) Plans, surveys and specifications for the Property, including but not limited to Phase I environmental assessment, soils reports, tentative map conditions;

(b) Information relating to soil, hazardous materials and subsurface conditions in respect to the Property; and

(c) Copies of all leases and contracts, if any, affecting the Property and any amendments or side letters (maintenance, security, property management, etc.).

(d) Any other documents or other information relating to the conditions of the property and / or Seller's attempt to obtain government approvals to develop it.

All documents are furnished to Buyer without representation or warranty of any kind regarding accuracy, reliability or any other matter whatsoever. Seller shall have no liability for any failure to deliver any documents or material in its possession directly related to the Property to Buyer unless Seller can establish by a preponderance of evidence that Seller willfully and intentionally withheld such documents or materials, it

being mutually acknowledged that Buyer has agreed to make its own independent evaluation of whether or not it wishes to purchase the Property during the Feasibility Period.

6. Prorations.

6.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow based upon the actual current tax bill. If the Close of Escrow takes place before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All delinquent taxes, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the Close of Escrow for periods prior to the Close of Escrow will be paid promptly by Seller. Any tax refunds received by Buyer which are allocable to the period prior to the Closing will be paid by Buyer to Seller within ten (10) days of Buyer's receipt of same. Seller and Buyer represent to the other that during the term of this Agreement and any extensions thereto, neither party shall consent to new assessments being placed on the Property without the prior written consent of the other party.

6.2 Utility Bills and Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If following the Close of Escrow either Buyer or Seller receives a bill for utilities or other services provided to the Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill.

6.3 Methods of Proration. All prorations will be made as of the date of Close of Escrow based on a 365-day year.

7. Seller's Representations and Covenants.

7.1 Authority. Seller has the full power and authority to execute and deliver this Agreement and to perform the terms hereof.

7.2 No Litigation. There is no action, suit, litigation, arbitration, administrative or other proceeding pending, and to the best of Seller's actual knowledge without Seller having conducted any investigation or inquiry regarding such matters. There is no governmental action known to Seller which is pending or threatened which affects or would affect the Property.

7.3 No Agreements Concerning the Property. There are no contracts, licenses, tenancies, easements or commitments regarding the possession or use of the Property or the right to take profit therefrom that are not now disclosed in the public records of Tulare County, California. Buyer is aware that the Property contains multi-family dwelling units which are occupied by tenants.

7.4 Subsequent Liens and Encumbrances. Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date of this Agreement, except as may be otherwise provided for in this Agreement or a related deed of trust recorded against the Property.

7.5 Material Alterations to Property. Seller will not make any material alterations to the Property.

7.6 Property in Substantially Same Condition. Seller will maintain the Property in substantially the same condition as the Property is in on the Effective Date, ordinary wear and tear excepted.

7.7 Hazardous Materials. Seller has no actual knowledge, without Seller having conducted any investigation or inquiry regarding such matters, that (i) the Property is in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property, including, but not limited to, soil and groundwater conditions; (ii) the Property has been subject to any hazardous substance other than in compliance with laws; (iii) Seller or any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Property other than in compliance with laws; and (iv) except as otherwise disclosed herein, there is not or has ever been to the best of Seller's knowledge on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. For purposes of this Agreement, the term "**Hazardous Substance**" shall be defined as set forth in **EXHIBIT B** attached hereto.

7.8 As used herein, Seller's knowledge and similar terms means the actual knowledge of the Seller.

8. Close of Escrow.

8.1 Closing Conditions. The Close of Escrow is contingent upon the satisfaction of the following conditions:

8.1.1 Conditions Precedent to the Obligations of Seller. The Close of Escrow and Seller's obligation to perform this Agreement are subject to the

satisfaction of the following conditions on or prior to the Close of Escrow, which conditions are for Seller's benefit only and may only be waived by Seller:

8.1.1.1 Representations and Warranties of Buyer. The representations and warranties of Buyer contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct on and as of the Close of Escrow as though such representations and warranties were made at and as of such date.

8.1.1.2 Buyer's Compliance With Agreement. Buyer shall have performed and complied with all the terms and conditions of this Agreement to be performed or complied with prior to or at the Close of Escrow, including without limitation deposit of the purchase price into escrow.

8.1.2 Conditions Precedent to the Obligations of Buyer. The Close of Escrow and Buyer's obligation to perform this Agreement are subject to the satisfaction of the following conditions on or prior to the Close of Escrow, which conditions are for Buyer's benefit only and may only be waived by Buyer:

8.1.2.1 Representations and Warranties of Seller. The representations and warranties of Seller contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct on and as of the Close of Escrow as though such representations and warranties were made at and as of such date.

8.1.2.2 Seller's Compliance With Agreement. Seller shall have performed and complied with all the terms and conditions of this Agreement to be performed or complied with prior to or at the Close of Escrow.

8.1.2.3 Title Insurance. At the Close of Escrow, Seller shall convey to Buyer good and marketable title to the Property by the recordation of a Grant Deed showing title to the Property vested in Buyer, as evidenced by a Standard California Land Title Association form title insurance policy ("**Title Policy**") issued by Escrow Agent in the amount of the Purchase Price being paid at the closing subject only to such liens, clouds or conditions not disapproved of by Buyer as set forth in Section 5.2.2 hereof and any other matter caused to be placed on the Property by Buyer.

8.2 Closing.

8.2.1 Closing Date. Subject to provisions of Section 8.7 and 8.8, the Close of Escrow shall occur on the date described in Recital C above.

8.3 Closing of Escrow. Upon satisfaction of all conditions precedent and other requirements, close of escrow shall occur on the date on which the Grant Deed to the Property is recorded in the Official Records of the County (the “**Close of Escrow**”).

8.4 Costs of Escrow. Seller shall pay one-half (1/2) of the escrow and recording fees, all documentary transfer taxes, the cost of a standard CLTA owner's policy of title insurance, and all of the cost of any endorsements necessary to remove any exceptions to title not approved by Buyer, which Seller has agreed to remove. Buyer shall pay one-half (1/2) of the escrow and recording fees, all of any additional premium for an ALTA owner's policy, any other endorsements requested by Buyer, and any survey if Buyer elects such. The Buyer shall pay the cost of engaging Tax Title Services to ensure title insurance is available pursuant to 8.1.2.3. Each party shall pay its own attorneys' fees.

8.5 Seller's Affidavit. At or prior to the Close of Escrow, Seller shall execute and deposit into escrow for delivery to Escrow Holder and Buyer a Seller's affidavit meeting the requirements of Internal Revenue Code § 1445(b)(2), certifying that Seller is not a “foreign person” within the meaning of Internal Revenue Code § 1445(f)(3). Seller shall deposit with Escrow Holder evidence satisfactory to Buyer and Escrow Holder that Seller is exempt from the provisions of section 18662 of the California Revenue and Taxation Code and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant thereto. If Seller has not provided such evidence certifying that Seller is exempt from the provisions of section 18662 of the California Revenue and Taxation Code, Escrow Holder shall withhold three and one-third percent (3-1/3%) of the Purchase Price and remit (or cause the Escrow Holder to remit) the amount withheld to the California Franchise Tax Board (“**FTB**”) in accordance with the provisions of sections 18662.

8.6 Possession. Seller shall deliver possession of the Property being purchased to Buyer at the Close of Escrow, free from any rights or claims of rights of possession of any person or entity, other than tenants who reside on the Property.

8.7 Moratorium. Should a moratorium be imposed prior to the Close of Escrow, by any governmental or quasi-governmental agency having jurisdiction over the Property with respect to the issuance of any Entitlements and/or the provision of any essential services necessary for the development of the Property and if the moratorium shall be duly imposed by resolution of the governing board of the governmental or quasi-governmental agency having authority to impose the moratorium or by voter initiative or referendum as permitted by law (“**Moratorium**”), unless otherwise mutually agreed in writing, Buyer's sole remedy would be to terminate the Agreement and obtain a refund of Buyer's deposit.

8.8 Lawsuit or Legal Action. Should a lawsuit or any legal action be initiated against the process of obtaining entitlements and/or the provision of any essential services necessary for the development of the Property that causes a delay or stoppage of obtaining the development entitlements and/or essential services, then the Close of Escrow shall be deferred for a period equal to the period of the lawsuit or legal action, provided that in no event shall said deferral exceed a period of two (2) years, unless otherwise mutually agreed in writing, Buyer's sole remedy would be to terminate the Agreement and obtain a refund of Buyer's deposit.

9. Delivery of Work Product. Upon termination of this Agreement for any reason, Buyer shall deliver to Seller copies of all maps, drawings, reports, investigations, plans, specifications, studies or other materials (not including architectural plans) prepared by Buyer or Buyer's agents or consultants in connection with the Property and shall assign, to the extent legally permissible, all map processing performed by Buyer up to such termination, at no cost to Seller, without warranty or representation other than that Buyer has paid all fees, costs and expenses for said work product incurred through the date of termination of this Agreement.

10. Reporting to Internal Revenue Service. Escrow Agent shall report this transaction to the Internal Revenue Service pursuant to section 6045 of the Internal Revenue Code of 1986, as amended.

11. Broker's Commission. Seller shall be responsible for any brokerage fee. Any commissions with regard to this transaction are due and payable at Close of Escrow. In the event any broker or person/entity/finder alleges or perfects a claim for a fee, the party legally responsible for the contact or communication on which the broker or finder perfects such a claim shall indemnify, defend, save, and hold harmless and defend the other party from such claim and/or costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

12. Further Documents. Each Party will, whenever and as often as it shall be reasonably requested by the other Party or Escrow Agent, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer provided for herein, including, without limitation, such escrow instructions as may be required by Escrow Agent, and will do any and all other reasonable acts and will execute, acknowledge and deliver any and all reasonable documents as may be required in order to carry out the intent and purpose of this Agreement. If there is a conflict between this Agreement and any escrow instructions, this Agreement shall control.

13. Reserved.

14. Inurement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties. Neither Party shall assign this Agreement without the express written consent of the other Party.

15. Cure Period. Notwithstanding any provision of this Agreement, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the allegedly defaulting party in writing of said default, and allegedly defaulting party shall have failed to cure said default within ten (10) days after the receipt of said written notice.

16. Waiver. A waiver by one Party of the performance of any covenant, condition or promise of the other Party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant, condition or promise contained herein. The waiver of either or both Parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

17. Notices. All notices given pursuant to this Agreement shall be in writing. Any notice sent by mail, with delivery confirmation service, shall be deemed given on the date of delivery shown on the delivery confirmation, or if no delivery date is shown, the notice shall be deemed given forty-eight (48) hours after the same is mailed. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that provides next business day delivery shall be deemed given on the next business day after delivery of the same to the United States Postal Service or such courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon the successful transmission thereof, provided a copy is also given via normal mail delivery, certified mail or overnight courier. If notice is received or deemed received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 p.m., it shall be deemed received on the next business day. For purposes of notice, the addresses of the Parties are as follows, which may be changed by five (5) days' prior written notice:

To Seller: City of Woodlake
 350 N Valencia Ave
 Woodlake, CA 93286
 Attn: City Manager
 Phone: (559) 564-8055

To Buyer: Self-Help Enterprises
 P. O. Box 6520
 Visalia, CA 93290
 Attn: Thomas Collishaw
 Phone: (559) 802-1600

18. Entire Agreement. This Agreement and the exhibits contain the entire agreement between the Parties with regard to the Property and supersede all prior written and/or oral representations and/or agreements.

19. Construction. Seller and Buyer acknowledge that each Party and its counsel have reviewed and revised this Agreement and 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 or any amendments or exhibits to this Agreement. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, any remaining portion of this Agreement shall remain in effect.

20. Attorneys' Fees. If an action is filed by any of the Parties hereto, to enforce and/or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable costs, including, but not limited to, attorneys' fees, court costs, expert fees and the like.

21. Relationship of the Parties. The relationship of Seller and Buyer is solely that of vendor and vendee. Nothing is intended to create a partnership, joint venture, or a fiduciary relationship between the Parties or make one Party the agent of the other.

22. Headings. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

23. Context. For the purposes of this Agreement, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to," and "record," "recorded" or "recording" means to record or cause to be recorded in the Official Records of the county or counties in which the real property is situated. The singular and plural numbers and the masculine, feminine and neuter genders shall include the others, as the context may require. Unless specified to the contrary, all references to exhibits are those exhibits that are attached to this Agreement.

24. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined shall create a document binding on all Parties.

25. Effective Date. The effective Agreement Date shall be the date of the last Party's execution of this Agreement (the "**Effective Date**"). If the Sellers have not accepted the terms and conditions by signing this Agreement no later than July 15, 2017, this Agreement is considered null and void.

26. Condemnation.

26.1 Eminent Domain or Taking. If proceedings under a power of eminent domain relating to the Property or any part thereof are commenced prior to Close of Escrow, Seller shall promptly inform Buyer in writing.

26.1.1 If such proceedings involve the taking of title to all or a material interest in the Property (i.e., an area equal to ten percent (10%) or more of the Property or, if less than ten percent (10%), a taking which renders Buyer's intended project unfeasible), Buyer may elect to terminate this Agreement by notice in writing sent within ten (10) days of Seller's written notice to Buyer, the Deposit, Second Deposit and the Extension Payments, if paid, shall be refunded by Seller to Buyer and neither party shall have any further obligation to or rights against the other except any rights or obligations of either party which are expressly stated to survive termination of this Agreement.

26.1.2 If the proceedings do not involve the taking of title to all or a material interest in the Property, or if Buyer does not elect to terminate this Agreement, this transaction will be consummated as described herein and any award or settlement payable with respect to such proceeding will be paid or assigned to Buyer upon Close of Escrow.

26.1.3 If this sale is not consummated for any reason, any condemnation award or settlement shall belong to Seller.

27. As Is Sale - Release - Indemnity.

27.1 Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an

independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively “**Condition of the Property**”). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer’s own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.

27.2 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.

28. Liquidated Damages. IF BUYER FAILS TO COMPLETE THE PURCHASE TRANSACTION SET FORTH IN THIS AGREEMENT BECAUSE OF ANY CAUSE OTHER THAN SELLER'S DEFAULT, THE PARTIES AGREE THAT SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER AND SELLER SHALL RETAIN THE DEPOSIT, AND BUYER'S WORK PRODUCT AS SET FORTH IN SECTION 5.4 OF THIS AGREEMENT AS LIQUIDATED DAMAGES, WHICH THE PARTIES AGREE IS A REASONABLE SUM CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE AGREEMENT DATE, INCLUDING THE DIFFICULTY OR IMPRACTICALITY OF DETERMINING THE OWNER'S ACTUAL DAMAGES. SUCH LIQUIDATED DAMAGES SHALL BE OWNER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT, AND OWNER SHALL ACCEPT SAID LIQUIDATED DAMAGES IN PLACE OF ANY OTHER RIGHTS OR REMEDIES IT MAY HAVE AGAINST BUYER, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO SPECIFIC PERFORMANCE OR OTHER DAMAGES, EXCEPT FOR ANY INDEMNITIES BUYER HAS PROVIDED UNDER THE TERMS OF THIS AGREEMENT.

Buyer's Initials

Seller's Initials

29. Recitals. Recitals A shall be a part of this Agreement.

30. 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.

BUYER: Self Help Communities 1, LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

By: _____
Elizabeth M. Garcia
Assistant Secretary

Date: _____

SELLER: CITY OF WOODLAKE

By: _____

Date: _____

EXHIBIT A
(Description of the Property)

Assessor's Parcel Number (APN): 061-100-085

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

That portion of the South half of the Northeast quarter of the Southwest quarter of Section 30, Township 17 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Woodlake, County of Tulare, State of California, more particularly described as Parcel No. 3, of Parcel Map No. 4787, as recorded in Book 48, Page 92 of Parcel Maps, Tulare County Records, as corrected by Certificate of Correction recorded October 31, 2006 as Instrument No. 2006-0113480 of Official Records.

EXHIBIT B

DEFINITION OF HAZARDOUS SUBSTANCE

The term “**Hazardous Substance**” as used in this Agreement shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of “hazardous substances”, “hazardous materials”, “hazardous waste”, “hazardous chemical substance or mixture”, “imminently hazardous chemical substance or mixture”, “toxic substances”, “hazardous air pollutant”, “toxic pollutant” or “solid waste” in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statues, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

In addition, a Hazardous Substance shall include:

(1) A “Hazardous Substance”, “Hazardous Material”, “Hazardous Waste”, or “Toxic Substance” under the Comprehensive Environmental Response, Compensation and Liability act of 1980, 42 U.S.C. §§ 6901, et seq.;

(2) An “Extremely Hazardous Waste”, a “Hazardous Waste”, or a “Restricted Hazardous Waste”, under § 25140 or § 44321 of the California Health and Safety Code;

(3) A “Hazardous Material”, “Hazardous Substance”, “Hazardous Waste”, “Toxic Air Contaminant”, or “Medical Waste” under § 25281, 25316, 25501, 25501.1, 25034.2 or 39655 of the California Health and Safety Code;

(4) “Oil” or a “Hazardous Substance” listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product;

(5) Listed or defined as a “Hazardous Waste”, “Extremely Hazardous Waste”, or an “Acutely Hazardous Waste” pursuant to Chapter 11 of Title 22 of the California Code of Regulations.

(6) Listed by the State of California as a chemical known by the State of California Health and Safety Code;

(7) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose;

(8) Any material the presence of which would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank;

(9) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq.;

(10) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq.;

(11) Any radioactive material including, without limitation, any “source material”, “special nuclear material”, “by-product material”, “low-level wastes”, “high-level radioactive waste”, “spent nuclear fuel” or “transuranic waste”, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, et seq., the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, et seq., or pursuant to the California Radiation Control Law, California Health and Safety Code §§ 25800, et seq.;

(12) Industrial process and pollution control wastes, whether or not “hazardous” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(13) Regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., or the California Occupational Safety and Health Act, California Labor Code §§ 6300, et seq.;

(14) Regulated under the Clean Air Act, 42 U.S.C. §§ 7401, et seq., or pursuant to Division 26 of the California Health and Safety Code.

CITY OF WOODLAKE
HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
LOAN AGREEMENT

(DANIELLE WAY)

This HOME Loan Agreement (the "Agreement") is made as of the ____ day of _____2017, by and between City of Woodlake, a municipal corporation ("City"), and Self Help Communities 1, LLC, a California limited liability company ("Borrower").

RECITALS

A. The Borrower has acquired certain real property through a tax sale in the City of Woodlake located at 354 Danielle Way, Woodlake, California, and more particularly described in Exhibit A, on which it will rehabilitate an 11-unit multifamily housing project which it will operate as affordable housing to persons whose income is 60 percent or less of the area median income as determined by the Department of Housing and Urban Development (HUD) ("Low-Income Persons") and persons whose income is 50 percent or less of the area median income as determined by HUD ("Very Low-Income Persons")(the "Project").

B. The Borrower's predecessor-in-interest had previously applied to the City for a loan in the original principal amount of Nine Hundred Eighty-Seven Thousand Three Hundred Twenty-One and No/100 Dollars (\$987,321) (the "Loan") to assist in the construction and permanent financing of the Project.

C. The Loan was provided by the City in accordance with federal governing of the HOME Program as set forth in 42 U.S.C. 12741 et seq., 24 CFR Part 92, all as amended and in effect from time to time.

D. Borrower has agreed to repay the Loan, on behalf of its predecessor-in-interest, in consideration for the City agreeing to subordinate its Loan to that certain loan in favor of Self Help Enterprises in the original principal amount of \$289,649.53 (the "Sponsor Loan").

E. Borrower has further agreed to execute a regulatory agreement (the "Regulatory Agreement") to be recorded against the Project which will regulate eleven (11) residential units of the Project to ensure that the units are occupied by and affordable to households at 50% and 60% of median income for the term of the Loan.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, the Borrower and City hereby agree as follows:

AGREEMENT

ARTICLE 1 LOAN TERMS

1.1 Loan Agreement. The parties agree that the City has already disbursed an amount equal to Nine Hundred Eighty-Seven Thousand Three Hundred Twenty-One and No/100 Dollars (\$987,321) (the "Loan"). The Loan shall hereinafter be evidenced by a note bearing simple interest of three percent (3%) per annum with a term of thirty (30) years (the "Note") executed by Borrower and secured by a deed of trust (the "Deed of Trust") which will be recorded against the Project.

1.2 Term of Agreement. The term of this Agreement shall commence upon the date of the recordation of the Regulatory Agreement of even date herewith and remain in full force and effect and shall apply to the Project through and including the date which is thirty (30) years following the date of recordation of the Regulatory Agreement, unless terminated earlier pursuant to the terms of this Agreement.

1.3 Compliance with Program Requirements. The Borrower agrees that at all times its acts regarding the Project and the use of funds provided herein shall be in conformity with all provisions of the HOME Program including the statues, rules and regulations and such policies and procedures of HUD pertaining to the HOME Program. The Borrower acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Borrower to fully comply with such provisions.

1.4 Intentionally Deleted.

1.5 Scope of Project. The Borrower agrees to complete the development of the Project in accordance with the scope of work approved by the City and described in Exhibit B attached hereto. The scope of work shall be completed in accordance with the time frame established in the notice to proceed that will be issued for the Project.

1.6 Regulatory Agreement. The Borrower shall execute a Regulatory Agreement substantially in the form attached as Exhibit A which shall regulate HOME assisted units of the Project to insure that the units are occupied by and affordable to persons at 50% and 60% of the area median income for thirty (30) years.

1.7 Disbursement of Funds. No additional funds will be disbursed under this Agreement. The parties acknowledge and agree that the Loan has previously been fully disbursed.

1.8 Subordination. The City agrees to subordinate the Deed of Trust and the Regulatory Agreement to the Sponsor Loan. The City further agrees to subordinate the Deed of Trust and the Regulatory Agreement to the loan from the institutional construction and permanent lenders ("Bank") provided Bank shall agree to include in its subordination agreement and its deed of trust conditions substantially similar to the following conditions: (i) City shall

receive any notices of default issued by such lender to Borrower; (ii) City shall have the right to cure any default by Borrower within forty-five (45) days after a notice of default; (iii) City shall have the right to enforce this Agreement without the Bank accelerating its debt, provided City has cured or is attempting to cure any defaults under Bank's deed of trust. City shall have the right to review and approve the terms and conditions of the Bank's financing and subordination agreement, which approval shall not be unreasonably withheld. City shall have the right to record a request that City receive notice of any default by Borrower under Borrower's financing or other financing obtained by Borrower with respect to the Project. To implement any such subordination, City agrees to cooperate with Borrower and execute such subordination agreements that may be reasonably required, in form and content approved by City Attorney.

ARTICLE 2 GENERAL REQUIREMENTS

2.1 Rental Agreement.

(a) Leases of HOME-assisted units must comply with 92.253 of the HOME Regulations, as summarized below:

(1) Tenant leases must be for not less than one year unless by mutual agreement between tenant and owner.

(2) Any termination of tenancy or refusal to renew a lease must be preceded by thirty (30) days written notice specifying the grounds for the action by the owner. The Borrower shall not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable federal, state, or local law, for completion of the transitional housing tenancy period, or for other good cause. Any termination or refusal to renew a lease by the Borrower's service upon the tenant of a written notice shall be in compliance with State law and specify the grounds for the action.

(3) Leases may not contain the following prohibitive clauses:

- Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower or Borrower's agent in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Borrower may dispose of this personal property in accordance with state law;

- Agreement by the tenant not to hold the Borrower or Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement of the tenant that the Borrower or Borrower's agent may institute a lawsuit without notice to the tenant;
- Agreement by the tenant that the Borrower or Borrower's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- Agreement by the tenant to waive any right to a trial by jury;
- Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

2.2 Property Management of HOME-Assisted Units. The Borrower must maintain the Project in compliance with all applicable housing quality standards and local code requirements for the duration of this Agreement.

2.3 Occupancy Procedures. The Borrower shall adopt written tenant selection policies and criteria for the HOME assisted units that:

- (1) Are consistent with the purpose of providing housing for Very Low Income Persons and Low Income Persons;
- (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and
- (3) Provide for
 - (i) The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - (ii) The prompt written notification to any rejected applicant of the grounds for any rejection.

2.4 Security Deposits. Any security deposits collected by the Borrower or Borrower's agent shall be kept separate and apart from all other funds of the Project in a trust account with depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with California law.

The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

2.5 Hazard and Liability Insurance. The Borrower shall at all times cause the Project to be insured against loss by fire, flood, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional insured, as approved by the City.

2.6 Hold Harmless. The Borrower and its successors in interest agree to indemnify, defend, and hold harmless the City and its agents, employees, volunteers and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with the Borrower's development, management, maintenance or operation of the Project; provided, however, the Borrower's obligations to indemnify and hold harmless shall not apply in the event and to the extent of the City's willful misconduct.

2.7 Annual Report. The Borrower shall file with the City an annual report no later than 120 days following the end of each calendar year. The report shall contain a certification by the Borrower as to such information as the City may then require including, but not limited to, the following:

(a) The substantial physical defects in the Project, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Project in a safe and sanitary condition in accordance with applicable housing and building codes.

(b) The occupancy of the Project including with respect to the [11] HOME-assisted units:

(1) the verified income of each current household; and

(2) the current rent charged each household and whether these rents include utilities.

(c) A summary of the information received from the recertification of tenants' incomes.

(d) Other information reasonably required by the City or HUD.

2.8 City Review and Inspections.

(a) Upon not less than 72 hours' notice to the Borrower, the City may at any time during the term of this Agreement, enter and inspect the physical premises and inspect all

accounting records pertaining to the development or operation of the Project. Upon request by the City, the Borrower shall notify occupants of upcoming inspections of their units in accordance with State Law.

(b) The City may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by the Borrower.

2.9 Restrictions on Sale, Encumbrance, and Other Acts.

(a) The Borrower shall not make any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or of any of its interest therein without prior written approval of the City, which shall not be unreasonably withheld.

(b) The Borrower shall not permit the use of the Project for any purpose other than that permitted by this Agreement without the prior written approval of the City.

(c) The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:

(1) the existing Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of this Agreement;

(2) the successor-in-interest to the Borrower agrees to assume all obligations of the existing Borrower pursuant to this Agreement and the HOME Program;

(3) the successor-in-interest demonstrates to the City's satisfaction that it can own and operate the Project in full compliance with all HOME Program requirements; and

(4) any terms of the sale, transfer or conveyance shall not threaten the City's security or the successor's ability to comply with all HOME Program requirements.

(d) The City may grant any approval for a sale, transfer or conveyance subject only to such terms and conditions as may be necessary to ensure compliance with HOME Program requirements.

2.10 Assignment of City Rights. The City retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

ARTICLE 3

DEFAULTS AND REMEDIES

3.1 Event of Default. Any material breach by the Borrower of any representation, warranty or covenant hereunder, which is not cured within thirty (30) days after notice thereof given by the City or, where cure is not possible within thirty (30) days, whose cure is not commenced within thirty days and diligently prosecuted to completion shall constitute an Event of Default. Notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of any default made or tendered by one or more of Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

3.2 City's Remedies. Upon the happening of an Event of Default, the City may pursue any remedy allowed at law or in equity, including but not limited to, accelerating payment under the Note or applying to any State court for specific performance of this Agreement and the Regulatory Agreement.

ARTICLE 4 HOME PROGRAM REQUIREMENTS

4.1 HOME Laws & Regulations. The Borrower shall comply with all applicable laws and regulations governing the HOME Program and the use of the HOME Loan, as set forth in 24 CFR Part 92 et seq., all as amended and in effect from time to time, including (but not limited to) the requirements set forth in the HOME Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the HOME Program and the use of the Loan proceeds, the applicable HOME Program laws and regulations shall govern. The Borrower agrees to enter into any modification of this Agreement and/or the Regulatory Agreement reasonably required by the City to attain compliance with the requirements of the HOME Program. The Borrower acknowledges and agrees that it has received and reviewed a copy of the regulations regarding the HOME Program in effect as of the date of execution of this Agreement.

4.2 Specific Requirements. The laws and regulations governing the HOME Program and the use of the HOME Loan include (but are not limited to) the following:

(1) Environment and Historic Preservation. Section 104(f) of the Housing and Community Residence Act of 1974 and 24 CFR Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(2) Applicable OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102 (Revised), A-110, A-122, and A-128.

(3) Architectural Barriers. The requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

(4) Lead-Based Paint. The requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and implementing regulations at 24 CFR Part 35.

(5) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and similar state laws. If and to the extent that acquisition and rehabilitation of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance and payment of monetary benefits. The Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(6) Disabled Discrimination. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and federal regulations issued pursuant thereto (24 CFR Part 8), which prohibit discrimination against the disabled in any federally assisted program.

(7) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. The Borrower agrees to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project."

(8) Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-20 (Public Law 90-284) and implementing regulations at 24 CFR Part 107.

- (9) Executive Order 11063 and regulations at 24 CFR Part 107.
- (10) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 107.
- (11) The Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations at 24 CFR Part 146.
- (12) Executive Order 12372 and implementing regulations at 24 CFR Part 52, regarding intergovernmental review of federal programs.
- (13) Flood Disaster Act of 1973, 42 U.S.C. 4001, et seq.
- (14) Drug Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D.
- (15) Any other Department of Housing and Urban Development regulations currently in effect or as may be amended or added in the future pertaining to the HOME Program.
- (16) The Fair Housing Act (42 U.S.C. 3601-3620)(Pub. L. 90-284) as it ensures fair housing practices and prohibits housing discrimination based on race, color, religion, sex, national origin, handicap, or familial status.
- (17) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto at 24 CFR Section 470.601 as it relates to prohibiting discriminatory actions in activities funded by Community Development Funds.
- (18) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity) and implementing regulations issued at 41 CFR Chapter 60 and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and implementing regulations at 24 CFR part 135 as they relate to equal employment opportunities.
- (19) Executive Orders 11625 and 12432 (concerning minority business enterprise) and 12138 (concerning women's business enterprise) to encourage the use of women and minority owned businesses to the maximum extent possible.
- (20) Use of debarred, suspended, or ineligible contractors or subrecipients is prohibited directly or indirectly as part of this award as set forth in 24 CFR part 5.
- (21) No member, officer or employee of the organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any

interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the loan, and the Borrower shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of the certification.

(22) There shall be no religious worship, instruction, or proselytizing as part of, or in connection with the performance of this agreement.

(23) Davis Bacon. All contracts for new construction or rehabilitation projects with 12 or more HOME-assisted units shall comply with HUD requirements and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, and 5 governing the payment of wages and the ratio of apprentices and trainees to journeypersons.

4.3 Limitation in Use of Funds. The Borrower agrees that it will not use funds loaned pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of the City.

4.4 Certification Regarding Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure form to Report Lobbying" in accordance with its instructions.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Conflict of Interest. No employee, agent, consultant, officer, elected or appointed official or member of the City has or may obtain a personal or financial interest in or benefit

from the Borrower or the Project or in any contract or subcontract or agreement, or the proceeds thereof, relating to the Project either for themselves or for those with whom they have family or business ties, during their tenure or one year thereafter.

5.2 Nondiscrimination. The Borrower shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. The Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.3 Amendment. This Agreement may be amended only by a writing signed by authorized representatives of the City and the Borrower; the City Manager of the City shall be authorized to act on behalf of the City.

5.4 Notice. Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

City:

Borrower:

Self Help Communities 1, LLC
P.O. Box 6520
8445 West Elowin Court
Visalia, CA 93290
Attention: President

with a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, CA 94612

And to the tax credit investor at the address to be provided.

5.5 No Waiver. No failure to enforce or delay in enforcing or exercising any right or remedy available under this Agreement shall impair the exercise of such right or remedy or the exercise of a similar right or remedy on a subsequent occasion.

5.6 Severability. Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.

5.7 Titles and Headings. The titles and headings in this Agreement are for convenience only and shall not be construed to affect the meaning or construction of any provision of this Agreement.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.9 Attorneys' Fees. The prevailing party shall be entitled to receive the amount of its legal expenses, including reasonable attorneys' fees, expert legal fees and other legal costs and expenses, in the event of any legal action brought under or to enforce the provisions of this Agreement.

5.10 Signs. During the construction period, the Borrower shall place signs on the property stating the HOME program is providing financing in conformance with the City's sign ordinance.

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement as of the date first set forth above.

CITY

BORROWER

City of Woodlake

SELF HELP COMMUNITIES 1, LLC, a
California limited liability company

Self Help Enterprises,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____

By: _____
Thomas J. Collishaw, President/CEO

Attest:
City Clerk

Approved as to form:

City Attorney

EXHIBIT A
FORM OF REGULATORY AGREEMENT

EXHIBIT B

Scope of Work

Self-Help Enterprises will acquire, through a subsidiary organization Self Help Communities 1, LLC, the 11-unit rental property in Woodlake, CA known as Woodlake Townhomes, which is in need of significant rehabilitation. The rehabilitation and preservation of affordable housing units fits directly into Self-Help Enterprises' mission to work with low-income families to build and sustain healthy homes and communities. The occupied units are home to tenants currently living in drastically substandard housing. In addition to more traditional repairs -- replacing stoves, appliances, painting, replacing carpet, replacing cabinets, etc. -- significant health and safety issues need to be addressed in nearly every unit. Faulty electrical work, broken heating and cooling units, moldy leaks covering multiple living levels, and broken or missing locks and doorknobs are some of the concerns to be repaired or replaced. In a community with a high need for additional affordable housing opportunities, it is critical to preserve existing housing stock and bring it up to a standard of living in line with the rest of the Self-Help Enterprises housing portfolio. SHE will continue to own and operate the project in perpetuity and will preserve the project as high-quality affordable housing serving the community of Woodlake.

PROMISSORY NOTE
HOME INVESTMENT PARTNERSHIPS PROGRAM

\$987,321

_____, 2017

FOR VALUE RECEIVED, Self Help Communities 1, LLC, a California limited liability company (the "Borrower") promises to pay to the City of Woodlake, a municipal corporation ("City") the principal sum of Nine Hundred Eighty-Seven Thousand Three Hundred Twenty-One and No/100 Dollars (\$987,321), or so much of such principal as may be advanced (the "Loan"). The loan shall bear simple interest of three percent (3%) per annum.

1. Project: This loan is made pursuant to that certain Loan Agreement between Borrower and City of even date herewith. The loan will be used by Borrower in part for the development of certain property identified generally as at 354 Danielle Way, Woodlake, California and described in the Loan Agreement (the "Project").

2. Security: Payment of this Note will be secured by a deed of trust, assignment of rents, security agreement and fixture filing under the provisions of the California Uniform Commercial Code (the "Deed of Trust") from Borrower to City and a regulatory agreement which sets forth the limitations on household incomes and rent for the HOME assisted units (the "Regulatory Agreement"), each to be recorded against the Project.

3. Maturity: This Note shall be due and payable in full thirty (30) years from the date hereof but in no event later than December 31, 2047. Beginning with Borrower's first fiscal year following the first year of operations of the Project after completion of the rehabilitation, Borrower shall make annual payments of principal to the City only from cash flow after payment of deferred developer fee, investor asset management fee and a partnership management fee of \$25,000 annually. Notwithstanding the forgoing, no payments shall be due hereunder until payment in full of that certain residual receipts promissory note dated _____, 2017 by the Borrower in favor of Self Help Enterprises in the original principal amount of \$289,649.53. Payment shall be made within one hundred twenty (120) days of the end of each calendar year and shall be in the entire amount of said cash flow, up to the amount of principal and interest then owing.

4. Payment: Payment shall be made in lawful money of the United States to Payee c/o the City of Woodlake, at 350 North Valencia Boulevard, Woodlake, CA, 93286, Attn: City Manager. The place of payment may be changed from time to time as the City may from time to time designate in writing.

5. Borrower shall have the right to prepay this Note in whole or in part without penalty or premium.

6. Default: The occurrence of any of the following shall constitute an event of default under this Note, subject to the cure periods in Section 7 below: (i) Borrower fails to pay any amount due hereunder within fifteen (15) days of its due date; (ii) any default by Borrower under the Deed of Trust, the Regulatory Agreement or the Loan Agreement; or (iii) any sale, exchange, transfer, assignment or other conveyance of the Project without the prior written consent of the City.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the City, the entire unpaid principal owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of such option with respect to any subsequent event. City's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

7. City shall not exercise any right or remedy provided for herein because of any default of Borrower unless, in the event of a monetary default, Borrower and/or Borrower's limited partners shall have failed to pay the outstanding sums within a period of thirty (30) calendar days after notice that payment was due, or in the event of a nonmonetary default, City shall have first given written notice thereof to Borrower and/or Borrower's limited partners and Borrower and/or Borrower's limited partners shall have failed to cure the nonmonetary default within a period of thirty (30) days after the giving of such notice of such default; provided that if the nonmonetary default cannot be cured within thirty (30) days and Borrower and/or Borrower's limited partners proceed diligently with effort to cure such default until it shall be fully cured within no more than sixty (60) days after the giving of such notice, City shall not exercise any right or remedy provided for herein until such sixty (60) day period shall expire; provided, however, City shall not be required to give any such notice or allow any part of the grace period if Borrower shall have filed a petition in bankruptcy or for reorganization or a bill in equity or otherwise initiated proceedings for the appointment of a receiver of its assets, or if Borrower shall have made an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Borrower and such appointment or such receivership is not terminated within forty-five (45) days.

With respect to any right to cure or cure period provided in this paragraph 7, performance of a cure by any partner of Borrower shall have the same effect as would like performance by Borrower.

8. Waivers: Borrower and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

9. Costs: Borrower agrees to pay immediately upon demand all costs and expenses of City including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the Regulatory Agreement, or the Loan Agreement, City finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Borrower, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the Regulatory Agreement, the Loan Agreement, or other loan document, or (iii) if City seeks to have the Project abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

If City shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the Project or the title thereto or the interest of the City under the Deed of Trust, including without limitation, any form of condemnation or eminent domain proceeding, City shall be reimbursed by Borrower immediately upon demand for all costs, charges, and reasonable attorneys' fees incurred by City in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Project

10. Notices: Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the addresses set forth in the Loan Agreement or at such address as either party may designate by written notice. Borrower and City shall mail notices to any limited partner of Borrower at the address to be provided.

11. Successors: This Note shall be binding upon Borrower, its successors and assigns.

12. Nonrecourse: In any action brought to enforce the obligations of Borrower under this Note, the Deed of Trust or any other instrument or agreement evidencing, securing or relating to the indebtedness evidenced by this Note, the judgment or decree shall be enforceable against Borrower only to the extent

of its interest in the Property described in the Deed of Trust or its interest in any other security pledged by Borrower as security for this Note, and City shall not seek any deficiency judgment against the Maker. The foregoing provisions shall not prevent recourse to the collateral security for the loan or constitute a waiver, release or discharge of or otherwise affect the obligation to pay, any indebtedness evidenced by the loan documents or limit the right of any person to name the Borrower or any other person claiming an interest in or right to such collateral as party defendant in any action or suit for judicial foreclosure or in the exercise of any other remedy, including injunctive or other equitable relief, under any of the loan documents so long as no deficiency judgment shall be sought against the Borrower.

The foregoing limitation shall not apply to any and all loss, damage, liability, action, cause of action, cost or expense (including without limitation, reasonable attorneys' fees and expenses) incurred by City as a result of any (i) fraud or material misrepresentation under or in connection with the loan or any loan document; (ii) intentional bad faith waste of the Property; (iii) losses resulting from Borrower's failure to maintain insurance as required under the Deed of Trust; or (iv) misappropriation of any rents, security deposits, insurance proceeds, condemnation awards or any other proceeds derived from the collateral security. If any of the events listed in the foregoing (i) through (iv) occurs, City shall have the right to proceed directly against Borrower at the time the event giving rise to the recourse liability occurred to recover any and all loss, damage, liability, action, cause of action, cost or expense (including without limitation, reasonable attorneys' fees and expenses) incurred by City.

13. California Law: This Note shall be construed in accordance with and be governed by the laws of the State of California.

14. Severability: If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SELF HELP COMMUNITIES 1, LLC,
a California limited liability company

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Woodlake
350 North Valencia Blvd.
Woodlake, CA 93286

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

THIS DEED OF TRUST ("Deed of Trust") is made as of this ____ day of _____, 2017, by and among Self Help Communities 1, LLC, a California limited liability company, whose address is P.O. Box 6520, 8445 West Elowin Court, Visalia, CA, 93290 ("Trustor"), Old Republic Title Company, a California corporation, whose address is 555 12th Street, Suite 2000, Oakland, CA, 94607 ("Trustee"), and the City of Woodlake whose address is 350 North Valencia Boulevard, Woodlake, CA, 93286 ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Tulare, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH the rents, issues, and profits of the Property, subject, however, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, building permits, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein; and

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner.

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING:

A. Payment of just indebtednesses of Trustor to Beneficiary as set forth in the Note (defined in Article 1 below) until paid or cancelled. Said principal and other payments shall be due and payable as provided in the Note. Said Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to

advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents (defined in Section 1.1 below).

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Loan Agreement by and between the Trustor and Beneficiary of even date herewith, evidencing a loan to Trustor by Beneficiary of Nine Hundred Eighty-Seven Thousand Three Hundred Twenty-One and No/100 Dollars (\$987,321) for the development of the Property.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Loan Agreement, the Note, the Regulatory Agreement which sets forth the household income and rent restrictions for the HOME assisted units, and any other debt, loan or security instruments or other agreement between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means that certain promissory note in the amount of Nine Hundred Fifty-Two Thousand Three Hundred Eighty-One and No/100 Dollars (\$952,381) of even date herewith executed by the Trustor in favor of the Beneficiary, the payment of which is secured by this Deed of Trust. (Copies of the Note are on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

ARTICLE 2: MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY; ASSIGNMENT OF RENTS

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment of the sum owed under the Note, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Tulare County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law. As to these exceptions, Beneficiary will grant and/or direct the Trustee to grant such easements.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the sums secured by this Deed of Trust with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to

Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the

books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure indebtedness held by Beneficiary.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, at least fifteen (15) days prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to the Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property ("Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for

its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. Notwithstanding the provisions of this Section, the Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor has sufficient funds to rebuild.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined below) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to

hereinafter as "Hazardous Materials") except such of the foregoing as are used in construction of the improvements to be constructed on the Property or as may be customarily kept and used in and about residential property.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 *et seq.* or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its councilmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no

reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute Events of Default: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; or (3) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations under any other debt

instruments or regulatory agreement secured by the Property; which defaults shall not be cured within the times and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and the unpaid Principal of the Note shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right. Notwithstanding anything to the contrary contained herein, the Beneficiary hereby agrees that any cure of any default made or tendered by one or more of Trustor's limited partners shall be deemed to be a cure by Trustor and shall be accepted or rejected on the same basis as if made or tendered by Trustor.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Tulare County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give notice to the Trustee (the "Notice of Sale") and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the unpaid principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other amounts owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of

entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be

unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8:
MISCELLANEOUS

Section 8.1 Amendments.

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid at the addresses specified in the Loan Agreement.

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Requirement.

Notwithstanding anything to the contrary contained herein or in any documents secured by this deed of trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the property encumbered by this deed of trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the regulatory agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Subordination.

This Deed of Trust is subordinate in lien priority to the following liens and encumbrances:

- (i) a deed of trust executed by Trustor in favor of Self Help Communities 1 LLC to evidence and secure a loan in the approximate amount of \$289,649.53 recording concurrently herewith.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

SELF HELP COMMUNITTIES 1, LLC, a California limited liability company

By: Self Help Enterprises, a California nonprofit public benefit corporation, its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

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

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(This area for notary stamp)

EXHIBIT A
(Legal Description)

The land is situated in the State of California, County of Tulare, City of Woodlake, and is described as follows:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Woodlake
350 North Valencia Blvd.
Woodlake, CA 93286

No fee for recording pursuant to
Government Code Section 27383

CITY OF WOODLAKE AND SELF HELP COMMUNITIES 1, LLC
HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
REGULATORY AGREEMENT

This Regulatory Agreement (the "Regulatory Agreement"), is made on this ____ day of ____, 2017 by and between the City of Woodlake, a municipal corporation (the "City") and Self Help Communities 1, LLC, a California limited liability company (the "Owner").

RECITALS

A. The Owner has acquired certain real property located at 354 Danielle Way in the City of Woodlake, California as more particularly described on Exhibit A attached hereto on which it will develop 11 units of multifamily housing that will be operated as housing affordable to persons whose income is 60 percent and 50 percent or less of the area median income as determined by the Department of Housing and Urban Development (HUD), as particularly described in Exhibit B (Development Description and Schedule of Assisted Units attached hereto and incorporated herein (the "Development")).

B. The Owner's predecessor-in-interest had previously applied to the City for a loan in the original principal amount of Nine Hundred Eighty-Seven Thousand Three Hundred Twenty-One and No/100 Dollars (\$987,321) (the "Loan") to assist in the construction and permanent financing of the Development.

C. The Loan was provided by the City under the HOME Investment Partnerships Program (the "HOME Program") administered by the City as set forth in 24 CFR Part 92 of the federal regulations governing the HOME Program and in accordance with federal regulations governing the HOME Program as set forth in 42 U.S.C. 12741 et seq., 24 CFR Part 92, all as amended and in effect from time to time.

D. The Owner has agreed to repay the Loan, on behalf of its predecessor-in-interest, as evidenced by that certain HOME Program Loan Agreement (the "Loan Agreement").

E. As a condition to the Loan, the City will require the Owner to execute this Regulatory Agreement which will regulate eleven (11) residential units of the Development to insure that the units are occupied by and affordable as described herein for the term of this Regulatory Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are a part of this Regulatory Agreement.
2. Definitions. For the purpose of this Regulatory Agreement the following definitions shall apply:
 - a. "Assisted Unit" means a dwelling unit, the development of which was assisted with funds provided through the HOME Program.
 - b. "HOME Rents" means rents calculated annually by HUD and are:
 - (1) the lesser of the fair market rents or 30 percent of 65 percent of area median income (high HOME rents); or
 - (2) 30 percent of 50 percent of area median income (low HOME rents).
 - c. "HUD" means the United States Department of Housing & Urban Development.
 - d. "Low Income Household" means households whose income is 60 percent or less of the area median income as determined by HUD.
 - e. "Rent" means all charges, other than deposits, paid by the tenant for the use and occupancy of an assisted unit and any mandatory charge for direct or supportive tenant services in a rental housing development, including a utility allowance in an amount determined by HUD.
 - f. "Very Low-Income Household" means households whose income is 50 percent or less of the area median income as determined by HUD.
3. Compliance with Program Requirements. The Owner agrees that at all times its acts regarding the Development and the use of funds provided herein shall be in conformity with all provisions of the HOME Program including the statutes, rules and regulations and such policies and procedures of HUD pertaining thereto. The Owner acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling the Owner to comply fully with such provisions.
4. Term of Regulatory Agreement. The term of this Regulatory Agreement shall commence upon recordation by the County Recorder of this Regulatory Agreement and shall remain in full force and effect through and including the date which is thirty (30) years following the date of recordation of this Regulatory Agreement, unless terminated earlier pursuant to the terms of this Regulatory Agreement.
5. Assisted Unit Schedule. The Owner shall cause all Assisted Units to be rented only in accordance with the Schedule of Assisted Units set forth in Exhibit B, attached hereto and incorporated herein.

6. Tenant Selection Standards. The Owner shall cause all Assisted Units in the Development to be rented only to eligible households based on the schedule attached hereto as Exhibit B. The Assisted Units shall be floating units.

7. Rents.

a. Allowable Rents shall not exceed low HOME Rents for Very Low Income Households and 1/12 of 30% of 60% of area median income for Low Income Households adjusted by household size. For purposes of computing rent household size shall be imputed as follows: 1.5 persons per bedroom.

b. At a minimum, 20% of the Assisted Units must be occupied by very low-income tenants paying rents that are no greater than the low HOME rents.

8. Certification of Tenant Income and Household Size.

a. The income and household size of all households occupying Assisted Units shall be certified by the Owner prior to occupancy and re-certified annually thereafter.

b. If the income of a tenant upon re-certification exceeds the upper limit for Low Income Households, and there are no other requirements statutorily imposed by another federal or State funding source, including Section 42 of the Internal Revenue Code, that tenant shall be allowed to remain in occupancy, but shall be charged rents equal to 30% of its income.

c. Where a household occupying a unit designated for occupancy by a Very Low-Income Household no longer so qualifies at the time of re-certification, but qualifies as an otherwise eligible household, the rents appropriate for that income level may be charged.

9. Assisted Unit Substitutions.

a. Where a household occupying an Assisted Unit reserved for occupancy by a Very Low-Income Household no longer qualifies as a Very Low-Income Household at the time of re-certification, but qualifies as a Low-Income Household, the following shall apply:

(1) The unit shall be designated as an Assisted Unit for a Low-Income Household;

(2) The rent may be increased to the allowable Rent for a Low-Income Household;

(3) The next available comparable Assisted Unit reserved for a Low-Income Household instead shall be reserved for a Very Low-Income Household; and

(4) The rent charged for the newly designated Assisted Unit reserved for a Very Low-Income Household shall not exceed the allowable Rent for a Very Low-Income Household.

10. Nondiscrimination. The Owner shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Development on the

basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. The Owner shall otherwise comply with all applicable local, state and federal laws concerning discrimination in housing. The Owner agrees to comply, to the extent allowed by law, with any policy adopted by the City for preference for occupancy in the Development for households who live or work in the City.

11. Rental Agreement.

(a) Leases of HOME-assisted units must comply with 92.253 of the HOME Regulations, as summarized below:

(1) Tenant leases must be for not less than one year unless by mutual agreement between tenant and owner.

(2) Any termination of tenancy or refusal to renew a lease must be preceded by thirty (30) days written notice specifying the grounds for the action by the owner. The Owner shall not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable federal, state, or local law, for completion of the transitional housing tenancy period, or for other good cause. Any termination or refusal to renew a lease by the Owner's service upon the tenant of a written notice shall be in compliance with State law and specify the grounds for the action.

(3) Leases may not contain the following prohibitive clauses:

- Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower or Borrower's agent in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Borrower may dispose of this personal property in accordance with state law;
- Agreement by the tenant not to hold the Borrower or Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement of the tenant that the Borrower or Borrower's agent may institute a lawsuit without notice to the tenant;
- Agreement by the tenant that the Borrower or Borrower's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

- Agreement by the tenant to waive any right to a trial by jury;
- Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Property Management of HOME-Assisted Units. The Owner must maintain the Development in compliance with all applicable housing quality standards and local code requirements for the duration of this Regulatory Agreement.

13. Occupancy Procedures. The Owner shall adopt written tenant selection policies and criteria for the HOME assisted units that:

- (1) Are consistent with the purpose of providing housing for Very Low-Income Persons and Low Income Persons;
- (2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and
- (3) Provide for
 - (i) The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - (ii) The prompt written notification to any rejected applicant of the grounds for any rejection.

14. Security Deposits. Any security deposits collected by the Owner or Owner's agent shall be kept separate and apart from all other funds of the Development in a trust account with depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with California law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

15. Restrictions on Sale, Encumbrance, and Other Acts.

a. Except for leases to tenants in the ordinary course of business, the Owner shall not make, or allow, any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Development or of any of its interest therein, except with the prior written approval of the City.

b. The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:

(1) the Owner is in compliance with this Regulatory Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Regulatory Agreement;

(2) the successor-in-interest to the Owner agrees to assume all obligations of the Owner pursuant to this Regulatory Agreement and the HOME Program;

(3) the successor-in-interest demonstrates to the City's satisfaction that it can own and operate the Development in full compliance with all HOME Program requirements; and

(4) any terms of the sale, transfer or conveyance shall not threaten the City's security or the successor's ability to comply with all HOME Program requirements.

c. The City shall grant its approval for a sale, transfer or conveyance subject to such terms and conditions as may be necessary to ensure compliance with Program requirements.

d. The Owner may refinance the Development upon the approval of the City.

16. Violation of Regulatory Agreement by Owner. Any material breach by the Owner or any of its successors of any representation, warranty or covenant hereunder, which is not cured within thirty (30) days after notice thereof given by the City or, where cure is not possible within thirty days, whose cure is not commenced within thirty (30) days and diligently prosecuted to completion shall constitute an Event of Default.

a. If an Event of Default occurs under this Regulatory Agreement, the Loan Agreement, Deed of Trust or Promissory Note, the City may give written notice to the Owner by certified mail or any express delivery service with a delivery receipt requested. If the breach or violation is not cured to the satisfaction of the City within the time period specified in the notice, which shall not be fewer than 30 days, the City may declare a default and may seek legal remedies including the following:

(1) Collect all rents and income in connection with the operation of the Development and use the same and the reserve funds for the operation and maintenance of the Development.

(2) Take possession of the Development and bring any action necessary to enforce any rights of the Owner growing out of the operation of the Development, and operate the Development in accordance with the terms of this Regulatory Agreement until such time as the City, in its sole discretion, shall determine that the Owner is again in a position to operate the Development in accordance with the terms of this Regulatory Agreement.

(3) Apply to any court, State or federal, for specific performance of this Regulatory Agreement or for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Regulatory Agreement or for such other relief as may be appropriate. It is agreed by the Owner that the injury to the City arising from a default under any of the terms of this Regulatory Agreement would be irreparable and that the amount of compensation which would provide adequate relief to the City, in light of the purposes of the HOME Program, would be impossible to ascertain.

(4) Accelerate all amounts, including outstanding principal and interest, due under the loan and demand immediate repayment thereof. Upon a failure to repay such accelerated amount in full,

the City may proceed with a foreclosure in accordance with the provisions of the Deed of Trust and State law regarding foreclosures.

(5) The City may seek such other remedies as may be available under law or equity.

b. In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Regulatory Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected households.

c. The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

17. Accounting Records; Reporting.

a. In a manner subject to City approval, the Owner shall maintain, on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Development. All records and books relating to this system shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to inspection and audit by City or City's authorized agent.

b. Commencing with the year that a temporary or permanent certificate of occupancy is issued for one of more units of the Development, the Owner shall submit to the City and to the Housing Authority of the County of Napa (or such other organization as the City shall from time to time designate in writing), on July 1st of each year an annual report and certification in the form required by the City. For each affordable unit the report shall include at a minimum (1) the number of persons in the unit; (2) tenant name; (3) initial occupancy date; (4) rent paid per month; (5) annual gross income of the tenant; (6) percent of rent and utilities paid in relation to gross income; and (7) copies of those documents used by Owner to certify or re-certify the tenant.

18. Use of Income from Operations. The Owner, or its management agent, shall promptly deposit all Operating Income in a segregated account established exclusively for the Development with an FDIC or other comparable federally-insured financial institution.

19. Common Areas. The exterior walls, windows, lighting, walkways, mailboxes, landscaping, nonresidential space, and other common areas of the Development shall be safe, clean and well maintained and in good working order.

20. Assignment of City's Rights. The City retains the right, at its sole discretion, to assign all or part of its rights under this Regulatory Agreement for the purpose of ensuring compliance and enforcement of the Owner's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

21. Amendment. This Regulatory Agreement shall not be altered or amended except in writing, executed by the parties hereto.

22. Partial Invalidity. If any portion of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

23. Binding on Successors. This Regulatory Agreement shall bind, and benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in interest, and assigns, provided, however, that except for a transfer to a limited partnership in which Owner or an affiliate wholly controlled by Owner is the general partner, Owner may not assign this Regulatory Agreement or any of its obligations hereunder, voluntarily or by operation of law without the written consent of the City.

24. Recording Regulatory Agreement. This Regulatory Agreement, and all amendments thereto, shall be executed by each of the parties. This Regulatory Agreement, or memorandum thereof, shall be recorded against the Development in the official records of the County of Tulare.

25. Hold Harmless. Absent the willful misconduct of the City, the Owner and its successors in interest agree to indemnify, defend, and hold harmless the City and its respective agents, employees and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorneys' fees) arising from or in connection with the Owner's development, management, maintenance or operation of the Development.

26. Hazard and Liability Insurance. The Owner shall at all times, including during construction, cause the Development to be insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the City, all in accordance with the requirements of the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional insured, as approved by the City.

27. Waiver. No waiver by the City of any breach of or default under this Regulatory Agreement shall be deemed to be a waiver of any other or subsequent breach or default hereunder.

28. Captions. The captions used in this Regulatory Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Regulatory Agreement.

29. Governing Law. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of California.

30. Notice. Written notices and other written communications by and between the parties hereto shall be addressed as set forth in the Loan Agreement unless and until a notice party has, in writing, communicated a different address to the other party hereto.

31. Attorney's Fees. The prevailing party in any action to enforce this Regulatory Agreement shall be entitled to reasonable attorney's fees as determined by the trier of facts in that forum.

CITY

City of Woodlake

By: _____
Its: City Manager

Attest: _____

City Clerk

Approved as to form:

City Attorney

OWNER

Self Help Communities 1, LLC,
a California limited liability company,
its general partner

By: Self Help Enterprises, a California
nonprofit public benefit corporation, its sole
member/manager

By: _____
Thomas J. Collishaw, President/CEO

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B

DEVELOPMENT DESCRIPTION AND SCHEDULE OF ASSISTED UNITS

The Development shall consist of eleven (11) HOME assisted units.

Apartment affordability levels shall be:

	Percent of Adjusted Median Income	
	50%	60%
Three (3) Bedroom	<u>2 units</u>	<u>9 units</u>

City of Woodlake

AGENDA ITEM V-D

October 23, 2017

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Approval of the Donation of a 2003 Ford Truck to Woodlake Pride Inc.

BACKGROUND:

The Krakov Family donated a 2003 Ford Pickup to the City of Woodlake to be used at the Woodlake Botanical Garden by its volunteers and Woodlake Pride Inc. The truck was insured and maintained by the City but used by Woodlake Pride Inc.

DISCUSSION:

Woodlake Pride Inc. has requested that the 2003 Ford Pickup be donated to Woodlake Pride Inc. and have provided proof of their recently approved nonprofit status (see attached). Woodlake Pride will use the vehicle to perform beautification projects city-wide.

RECOMMENDATIONS:

Staff recommends that Council donate the Ford truck to Woodlake Pride Inc. as they continue to perform beautification projects city-wide. The City will no longer insure or maintain the vehicle.

FISCAL IMPACT:

There is no fiscal impact to the City

ATTACHMENTS:

1. Resolution: Approval of the Donation of a 2003 Ford Truck to Woodlake Pride Inc.
2. Attachment 1: Woodlake Pride Inc. Nonprofit Status

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

In the matter of:

APPROVAL OF THE DONATION)
OF A 2003 FORD TRUCK TO)
WOODLAKE PRIDE INC.)

Resolution No.

Councilmember _____, offered the following resolution and moved its adoption. Approve the donation of a 2003 Ford Truck to Woodlake Pride Inc.

WHEREAS, the Krakov Family donated a 2003 Ford Pickup to the City of Woodlake to be used at the Woodlake Botanical Garden by its volunteers and Woodlake Pride Inc.; and,

WHEREAS, Woodlake Pride Inc. has requested that the vehicle be donated to Woodlake Pride Inc. and have provided proof of their recently approved nonprofit status; and,

WHEREAS, Woodlake Pride will use the vehicle to perform beautification projects city-wide.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the donation of a 2003 Ford Truck with vehicle ID number 1FTNF20S13EA90302 to Woodlake Pride Inc.

The foregoing resolution was adopted upon a motion of Councilmember _____ and seconded by _____ and carried by the following vote at the City Council meeting held on October 23, 2017.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 05 2017

WOODLAKE PRIDE INC
350 LEMONA STREET
WOODLAKE, CA 93286-0000

Employer Identification Number:
48-1267559
DLN:
26053665002897
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 20, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the submission date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947

WOODLAKE PRIDE INC

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

City of Woodlake

AGENDA ITEM V-E

October 23, 2017

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Support the Preparation of the Regional Transit Coordination Study

BACKGROUND:

At the July 19, 2017 Council of Cities meeting, the current status of transit agency compliance with state and federal standards was discussed. Over the past few years, transit agencies in Tulare County, in general, have seen a decline in ridership, increase in operating costs, and are beginning to fail to meet state mandates. Failing to meet certain state mandates requires either contributions from agency general funds and/or the withholding of transit and streets and roads funds. In addition to the cost inefficiencies occurring in transit, issues such as a lack of uniformity in technology and fare systems and very costly duplication of effort in administration could benefit from furthered regional coordination.

DISCUSSION:

The Council of Cities representatives proposed that transit-providing agencies consider supporting a study to evaluate options for regional coordination of transit in Tulare County. It is expected that such a study would evaluate various levels and variations of regional coordination and pros and cons of each. The Tulare County Association of Governments (TCAG) would fund the study with planning funds provided via Senate Bill 1.

RECOMMENDATIONS:

That the City Council supports TCAG preparation of a Regional Transit Coordination Study.

FISCAL IMPACT:

The funding from the study would be provided by TCAG planning funds and would not affect the City of Woodlake General Fund. The estimated cost of the study is ninety thousand dollars.

ATTACHMENTS:

1. Resolution: Support the Preparation of the Regional Transit Coordination Study
2. Attachment No. 1 - Memo provided to the Council of Cities on July 19, 2017

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

In the matter of:

SUPPORT THE PREPARATION) Resolution No.
OF THE REGIONAL TRANSIT)
COORDINATION STUDY)

Councilmember _____, offered the following resolution and moved its adoption. Support the preparation of the Regional Transit Coordination Study.

WHEREAS, over the past few years, transit agencies in Tulare County, in general, have seen a decline in ridership, increase in operating costs, and are beginning to fail to meet state mandates; and

WHEREAS, failing to meet certain state mandates requires either contributions from agency general funds and/or the withholding of transit and streets and roads funds; and

WHEREAS, the Council of Cities representatives proposed that transit-providing agencies consider supporting a study to evaluate options for regional coordination of transit in Tulare County; and

WHEREAS, the Tulare County Association of Governments (TCAG) would fund the study with planning funds provided via Senate Bill 1.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to support the preparation of the Regional Transit Coordination Study.

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 October 9, 2017.

AYES:
NOES:
ABSTAIN:
ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

MEMORANDUM

TO: Council of Cities

FROM: Ted Smalley, Executive Director & Elizabeth Forte, Principal Planner

DATE: July 19, 2017

SUBJECT: Transit Coordination and Improvement Options in Tulare County

Tulare County is currently home to six independently operating transit agencies. Some are quite small and some are larger and more sophisticated. Increasingly transit agencies have been experiencing difficulty meeting regulatory requirements and performance measures. Under state law for example, eligibility for funds under the Transportation Development Act requires two measures of efficiency to be met: a fare revenue to operations cost ratio of a specified percentage, and a calculation of efficiency from year to year. A few agencies contribute general fund dollars to their transit systems in order to meet state requirements and/or to avoid funding penalties; this is not common practice in the state.

Transit is heavily regulated and has a plethora of various requirements, too many to list here. As one example from the TCAG budget, TCAG regularly funds 8 short and long-range transit development plans. These plans have a shelf life of approximately five years each and cost over half a million dollars to complete. Other plans, such as Title VI Plans, sub-regional mobility plans, coordination of Transit Asset Management Plans, etc. are also funded by TCAG. This work is funded via Transit Development Act funds, and savings in this area would go directly back to Tulare County agencies for transit services and streets and roads.

Additionally, all transit agencies, which operate locally under their own set of goals, budget constraints, etc. have very different policies and procedures. Every agency has different fares, discounts, operations hours and times, fare media (e.g. smartcards vs. cash only), transfer policies, and more. This, combined with a relatively high rate of inter-system transfers, can be a deterrent to transit ridership. Improved financial efficiency and an improved rider experience can lead to further continuing success in the provision of transit services for Tulare County residents.

Below are some options and considerations for discussion regarding possible ways to improve the coordination and efficiency of transit service in the Tulare County region:

MOU

- Establish relationships among agencies and TCAG, and state purpose and goals
- Determine where joint decision making could be made, and conversely, where it would not
- More limited in scope and weaker than a JPA
- Does not involve a regional board or entity with independent decision-making authority

- Seldom results in improved efficiency (each agency would still have the same approval processes, regulatory obligations, independently operating systems, etc.).
- Would likely lead to more uniformity in some aspects of transit service, such as equipment compatibility, but is not binding.

JPA

- As a legally independent agency, it can manage a number of items that each provider performs now. For some agencies, the level of service would be improved:
 - Regulatory Requirements
 - Property and Facilities
 - RFPs/Contracting
 - System Operations and Administration
 - Grant Management
 - Financial Services
 - Advertising and Public Outreach
 - Insurance and Procurement Pooling
- The scope can be limited or all-encompassing
- Consolidation of tasks would result in reduction of duplicative costs (planning documents, financial audits, state and federal reporting, contracting, and more).
- **Some consolidation of services and/or providers would be necessary**

Consolidation Options

- Consolidation of some or all agencies

Option 1: Regional Transit Agency

The greatest economy of scale and the highest level of consistency of service and policies would be achieved under this option.

Option 2: Consolidation to Fewer Independent Agencies

Reducing the number of agencies to three, for example. Could be based on size, proximity, service type, etc. Generally smaller, more inefficient systems become part of more sophisticated systems with greater availability of resources. Economies of scale would be achieved in this scenario; however, coordination and consistency would be limited without the formal structure of a JPA.

- Example:

1. One agency operating in the census-designated Large Urbanized Area (Visalia UZA) (Visalia, Tulare, Exeter, Farmersville)
2. One rural agency
3. One agency in the census-designated Small Urbanized Area (Porterville UZA)

Option 3: Consolidation to Fewer Independent Agencies Operating Under One JPA

Economies of scale would be realized under this scenario, and a high level of coordination achieved.