

Date: February 26, 2018 (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-E)

- A. Action: Approval of Minutes of the regular meeting held on February 12, 2018 (Pages 1-4)
- B. Action: Approval of Warrants (Pages 5-49)
- C. Action: Adoption of Resolution: Continuation of the Proclamation of the Existence of a Local Drought Emergency for the City of Woodlake (Pages 50-51)
- D. Action: Adoption of Resolution: Reaffirm the Approval of Emergency Expenditures for the Development and Implementation of the City of Woodlake Well Project (Pages 52-55)
- E. Action: Deny Claim for Damages from Willis J. Jackson filed on February 14, 2018 (Pages 56-57)

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Review final grant expenditures and accomplishments for the community development block grant (CDBG) 14-CDBG-9895 and authorize the City Administrator to execute the 2014 CDBG grant closeout documents to the Department of Housing and Community Development (HCD)– **PUBLIC HEARING & RESOLUTION** (Pages 58-63)
- B. Action: Adoption of Resolution: Approval of the Agreement Between Wendall Reed and Charlotte Scott and the City of Woodlake for the Structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286 (Pages 64-78)
- C. Information: Woodlake Cannabis Tax Rate Considerations (Page 79)

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..

NOTICE TO THE PUBLIC

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

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

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

II. ADJOURN

The next scheduled City Council meeting will be held on Monday, March 12, 2018 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, Ortiz, Lopez & Martinez

OTHERS: Lara, Marquez, Waters, Zamora, & Zacarias

ABSENT: G. Gonzalez Jr.

FLAG SALUTE

Mayor Mendoza asked for a moment of silence for Councilmembers G. Gonzalez Jr.'s brother who passed away last week.

PUBLIC COMMENT

Chief Marquez announced Councilmember Louie Lopez had been selected as the 2017 Man of the Year for the City of Woodlake. Councilmember Lopez will be recognized at the annual Woodlake Awards banquet on March 2nd at the Woodlake Veterans Memorial Hall. Congratulations Louie!

IV. CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Approval of Minutes of the regular meeting held on January 22, 2018
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Approval of the January 2018 Monthly Report of Investments
- D. Action: Adoption of Resolution: Approve the Categorical Exemption for the Woodlake North Magnolia Street Improvements Project
- E. Action: Adoption of Resolution: Approve the Categorical Exemption for Valley Pure
- F. Action: Adoption of Resolution: Approve the Categorical Exemption for Green Bean Pharm

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

V. ACTION/DISCUSSION ITEMS

- A. Information: Presentation to Elias Herrera Jr.
Chief Marquez presented a badge to Officer Herrera for his retirement from the Woodlake Police Department. Chief Marquez stated Officer Herrera was well liked and respected in the department. He served as a mentor to the younger staff and was always very helpful to all. He provided a great service to this community. Council thanked Officer Herrera for his service and wished him well in his retirement.
- B. Information: EDC Presentation
Will be rescheduled for a future meeting
City Employee Waters presented the attached PowerPoint
- C. Action: Adoption of Resolution: Approve the 2nd Amendment to the Purchase and Sale Agreement with Hafeltry Development Company, LLC for the Property with APN# 060-131-016
City Administrator Lara reported the following: the City acquired the property with APN# 060-131-016 from Union Pacific for one hundred fifty-one thousand four hundred and ninety-seven dollars and no cents (\$151,497.00). The City negotiated a sale price and entered into a Purchase and Sale Agreement with

Hafeltry Development Company, LLC for one hundred and fifty-five thousand dollars and no cents (\$155,000.00). The agreement was approved by Council on September 12, 2016 by Resolution No. 16-91. The agreement was set to expire February 12, 2018, and the developer AutoZone Parts Inc., requested an extension until March 2, 2018. A few more issues have come up during the final permitting process and the developer now requests an extension to April 2, 2018.

ON A MOTION BY ORTIZ, SECOND BY LOPEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE 2ND AMENDMENT TO THE PURCHASE SALE AGREEMENT. APPROVED UNANIMOUSLY.

- D. Action: Adoption of Resolution: Authorization for the Execution of the Certifications and Assurances for the California State of Good Repair Program
City Administrator Lara reported the following: the Department of Transportation has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies). The City of Woodlake as a fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document as attached and applicable statutes, regulations and guidelines for all SGR funded transit projects. The City Administrator will be delegated to execute the Certification and Assurances document and any future amendments.

ON A MOTION BY MARTINEZ, SECOND BY ORTIZ IT WAS VOTED TO ADOPT THE RESOLUTION AND AUTHORIZE THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM. APPROVED UNANIMOUSLY.

- E. Action: Adoption of Resolution: Approve Regulatory Permit 17-03 and Conditional Use Permit 17-012 Platinum Gardens – **PUBLIC HEARING**
City Employee Waters reported the following: the applicant is proposing to operate cannabis business. The subject property is located at 405 S Acacia in a light manufacturing zone designation.

The applicant is requesting conditional use permits for the following cannabis businesses:

1. Cannabis Cultivation

Cannabis businesses within the City of Woodlake require a Conditional Use Permit, Certificate of Occupancy, Business License, and a Regulatory Permit before beginning operations.

As part of the Conditional Use Permit, the City is requesting that the business comply with the following conditions:

1. Meet all City development and State Building Code requirements prior to beginning operations.
2. Meet all State requirements, laws, and regulations for cannabis businesses in the State of California.
3. Meet all City requirements, laws, and regulations found in the City's Municipal Code, including Section 5.48, which regulates cannabis businesses.
4. Pay all fees and taxes imposed by the City of Woodlake.
5. Failure to comply with any City or State regulations will be considered a violation of the Conditional Use Permit and Regulatory Permit and result in the revocation of the Regulatory Permit.

PUBLIC HEARING OPENED 6:48 PM

Gary Lepper, 354 S. Acacia, Woodlake – Mr. Lepper is a representative from Dryvit Systems Inc. He stated they have concerns regarding vehicle and foot

traffic and safety issues. City Administrator Lara stated he is welcome to come and speak with him during business hours and discuss all his concerns.

PUBLIC HEARING CLOSED: 6:50 PM

ON A MOTION BY MARTINEZ, SECOND BY LOPEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE REGULATORY PERMIT 17-03 AND CUP 17-012. APPROVED UNANIMOUSLY.

VI. OTHER BUSINESS

A. Information: Items from Staff

City Administrator Lara – Reported City staff is currently waiting for Caltrans approval for lane closures. Project should be completed in 3 months. Community Center is on schedule and should be completed by end of June, early July.

City Clerk Zacarias – Reported there are tickets available for the Safety Recognition Dinner on March 3, 2018. The dinner will be held at the Exeter Veterans Memorial Hall. If anyone is interested, please contact City Clerk Zacarias.

City Attorney Zamora – Reported the cemetery loan agreement has been signed.

B. Information: Items from Council

Vice-Mayor Ortiz – Reported she attended the Locomotion awards luncheon last week and was happy to see all the awards given for each town.

Councilmember Martinez – Reported he had attended the SJVAPD meeting last week and a representative for the larger cities was elected. He asked city staff to prepare a report of the all the completed projects in the last year and any future projects and report it to staff at the next meeting.

Councilmember Lopez – Reported he had also attended the SJVAPD meeting last week and reminded everyone to check before you burn.

Mayor Mendoza – Stated he attended a LAFCO meeting last week and they discussed properties in Tulare and water rights. Also attended a TCAG meeting and discussed the upcoming Washington trip. Mayor Mendoza asked staff to continue to monitor water usage as we may be going into another dry summer.

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

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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.

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

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VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, February 22, 2018 at 6:30 p.m. at City Council Chambers located at 350 North Valencia Boulevard, Woodlake, CA 93286.

City Council:

Rudy Mendoza - Mayor

Frances Ortiz - Vice Mayor

Louie Lopez - Councilmember

Greg Gonzalez Jr. - Councilmember

Jose L. Martinez - Councilmember

Meeting adjourned at 7:08 PM

Submitted by,

Irene Zacarias
City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : February 26, 2018

PAYROLL

1/19/2018 (City)	\$50,321.17	
1/19/2018 (Fire)	\$7,095.31	
2/02/18 (City)	\$48,661.57	
2/02/18 (Fire)	\$7,104.09	
		Gross Payroll \$113,182.14

DISBURSMENTS / WARRANTS

2/22/2018	\$28,765.30	
2/23/2018	\$58.00	
2/23/2018	\$58.00	
2/23/2018	\$58.00	
2/23/2018	\$275,455.64	
		Total Disbursements \$304,394.94

WIRES

PAYROLL TAX WIRE	CITY	\$ 24,263.02
	FIRE	\$ 4,467.75

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

Total Wire Amount Sent Out	\$	28,730.77
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Amount to be Approved	\$	446,307.85
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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 26th day of February 2018.
 by the following vote:

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

 Mayor, Rudy Mendoza

 City Clerk, Irene Zacarias

PERIOD 2 DATING 12/31/2017- 1/13/2018 CHECK DATE 1/19/2018
 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

	50,321.17	*DIRECT DEPOSIT STUBS	30
	0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 12/31/2017- 1/13/2018 CHECK DATE 1/19/2018
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
23192	3,944.74	208	1 STUB ONLY
23193	1,350.63	565	1 STUB ONLY
23194	2,052.03	210	1 STUB ONLY
23195	959.82	206	1 STUB ONLY
23196	2,546.82	212	1 STUB ONLY
23197	1,821.91	207	1 STUB ONLY
23198	1,160.06	173	1 STUB ONLY
23199	2,213.45	535	1 STUB ONLY
23200	1,500.35	568	1 STUB ONLY
23201	1,957.90	539	1 STUB ONLY
23202	2,834.21	562	1 STUB ONLY
23203	1,087.50	555	1 STUB ONLY
23204	1,909.15	561	1 STUB ONLY
23205	1,159.59	564	1 STUB ONLY
23206	2,846.92	549	1 STUB ONLY
23207	1,309.13	566	1 STUB ONLY
23208	1,856.66	554	1 STUB ONLY
23209	1,891.45	552	1 STUB ONLY
23210	1,527.09	215	1 STUB ONLY
23211	1,606.85	134	1 STUB ONLY
23212	1,065.75	216	1 STUB ONLY
23213	1,042.15	205	1 STUB ONLY
23214	1,333.38	217	1 STUB ONLY
23215	1,181.12	159	1 STUB ONLY
23216	2,115.83	209	1 STUB ONLY
23217	1,801.40	211	1 STUB ONLY
23218	809.90	218	1 STUB ONLY
23219	912.66	219	1 STUB ONLY
23220	949.89	214	1 STUB ONLY
23221	1,572.83	188	1 STUB ONLY

PAY INFORMATION
GROSS PAY

RUN- 1/22/2018 13:16:17 PAGE 1
PR4B0R-V14.07 Paymate

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

CITY-GROSS REPORT-PAYROLL #15-1Q FY17/18
12/31/17-01/13/17 PAYROLL DATE: 01/19/18

EMP #	CUR AMT	CUR HRS
215	2,335.32	88.50
214	2,447.57	88.50
535	2,852.71	93.00
568	1,970.85	82.00
159	1,586.44	81.84
539	2,901.69	80.00
188	2,357.53	80.00
562	4,649.52	334.10
555	1,416.92	80.00
561	2,738.47	99.00
209	2,695.00	80.00
564	1,870.85	82.00
208	5,699.23	80.00
173	1,742.77	80.00
565	1,817.92	80.00
549	4,384.62	80.00
566	2,276.58	94.00
554	2,212.15	80.00
210	2,882.31	80.00
211	2,792.32	80.00
206	1,488.00	80.00
218	1,030.23	69.00
216	1,349.54	80.00
205	1,250.23	64.02
219	1,075.02	72.00
217	1,781.84	81.00
552	2,853.47	94.00
134	2,394.40	88.00
212	3,328.61	80.00
207	2,736.92	80.00
	72,919.03	2,710.96
PAGE TOTALS ***	30 EMPLOYEES	
FEATURE TOTALS *	30 EMPLOYEES	2,710.96

EMP #	CUR AMT	CUR HRS
215	300.41	8.50
214	312.40	8.50
535	554.17	13.00
568	67.62	2.00
561	699.62	19.00
564	67.62	2.00
566	473.35	14.00
552	541.32	14.00
134	305.79	8.00
	3,322.30	89.00
PAGE TOTALS ***	3,322.30	89.00
FEATURE TOTALS *		

PERIOD 1 DATING 12/31/2017- 1/13/2018 CHECK DATE 1/19/2018
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
23187	92.35	4023	1 STUB ONLY
23188	2,186.63	4018	1 STUB ONLY
23189	1,744.18	4022	1 STUB ONLY
23190	1,722.50	4041	1 STUB ONLY
23191	1,349.65	4035	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

7,095.31	*DIRECT DEPOSIT STUBS	5
0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

GROSS PAY

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

FIRE-GROSS REPORT-PAYROLL #15-1Q FY17/18
12/31/17-01/13/17 PAYROLL DATE: 01/19/18

RUN- 1/22/2018 13:16:32 PAGE 1
PR4B0R-V14.07 Paymate

EMP #	CUR AMT	CUR HRS
4023	100.00	10.00
4018	3,107.31	80.00
4022	2,275.73	112.00
4041	1,940.40	120.00
4035	2,002.18	112.00
5 EMPLOYEES	9,425.62	434.00
PAGE TOTALS ***	9,425.62	434.00
FEATURE TOTALS *		

PERIOD 1 DATING 1/14/2018- 1/27/2018 CHECK DATE 2/02/2018
 DIRECT DEPOSIT IS TURNED ON

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

NEGOTIABLE CHECKS			COUNTS
0.00	*EMPLOYEE CHECKS		0
0.00	*VENDOR CHECKS		0
0.00	*BANK CHECKS		0
0.00	**TOTAL NEGOTIABLE CHECKS		0
OTHER CHECKS			
0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0
0.00	**TOTAL FOR CHECK FORM		
NON-NEGOTIABLE CHECKS			
48,661.57	*DIRECT DEPOSIT STUBS		29
0.00	*VENDOR DIR DEP STUBS		0

PERIOD 1 DATING 1/14/2018- 1/27/2018 CHECK DATE 2/02/2018
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
23226	4,087.68	208	1 STUB ONLY
23227	1,381.92	565	1 STUB ONLY
23228	2,130.06	210	1 STUB ONLY
23229	990.21	206	1 STUB ONLY
23230	2,621.11	212	1 STUB ONLY
23231	1,896.72	207	1 STUB ONLY
23232	1,196.86	173	1 STUB ONLY
23233	2,296.31	535	1 STUB ONLY
23234	1,939.78	568	1 STUB ONLY
23235	2,038.43	539	1 STUB ONLY
23236	1,119.77	555	1 STUB ONLY
23237	1,801.67	561	1 STUB ONLY
23238	1,399.60	564	1 STUB ONLY
23239	2,967.07	549	1 STUB ONLY
23240	1,059.19	566	1 STUB ONLY
23241	1,856.66	554	1 STUB ONLY
23242	1,783.62	552	1 STUB ONLY
23243	1,624.10	215	1 STUB ONLY
23244	1,571.85	134	1 STUB ONLY
23245	1,224.74	216	1 STUB ONLY
23246	993.89	205	1 STUB ONLY
23247	1,281.53	217	1 STUB ONLY
23248	1,261.48	159	1 STUB ONLY
23249	2,141.91	209	1 STUB ONLY
23250	1,840.76	211	1 STUB ONLY
23251	893.54	218	1 STUB ONLY
23252	839.95	219	1 STUB ONLY
23253	806.10	214	1 STUB ONLY
23254	1,615.06	188	1 STUB ONLY

EMP #	CUR AMT	CUR HRS
215	2,415.05	95.00
214	2,113.80	83.50
535	2,895.34	94.00
568	2,342.77	93.00
159	1,645.27	83.25
539	2,901.69	80.00
188	2,357.53	80.00
555	1,416.92	80.00
561	2,462.31	91.50
209	2,695.00	80.00
564	2,208.96	82.00
208	5,699.23	80.00
173	1,742.78	80.00
565	1,817.91	80.00
549	4,384.62	80.00
566	1,803.23	80.00
554	2,212.15	80.00
210	2,882.31	80.00
211	2,792.33	80.00
206	1,488.00	80.00
218	1,108.61	73.50
216	1,523.81	83.50
205	1,197.51	61.32
219	963.04	64.50
217	1,670.90	82.00
552	2,544.14	86.00
134	2,238.61	80.00
212	3,328.62	80.00
207	2,736.92	80.00
207	67,589.36	2,363.07
PAGE TOTALS ***	29 EMPLOYEES	
FEATURE TOTALS *	29 EMPLOYEES	2,363.07

EMP #	CUR AMT	CUR HRS
215	530.14	15.00
214	128.64	3.50
535	596.80	14.00
568	439.54	13.00
159	94.50	3.25
561	423.46	11.50
564	405.73	12.00
218	33.59	1.50
216	88.56	3.50
217	58.59	2.00
552	231.99	6.00
11 EMPLOYEES	3,031.54	85.25
PAGE TOTALS ***		
11 EMPLOYEES	3,031.54	85.25
FEATURE TOTALS *		
11 EMPLOYEES		

PERIOD 1 DATING 1/14/2018- 1/27/2018 CHECK DATE 2/02/2018
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
23222	2,387.11	4018	1 STUB ONLY
23223	1,810.25	4022	1 STUB ONLY
23224	1,491.06	4041	1 STUB ONLY
23225	1,415.67	4035	1 STUB ONLY

TOTALS FOR CHECK FORM: STUB
 NEGOTIABLE CHECKS

COUNTS

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

OTHER CHECKS

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

NON-NEGOTIABLE CHECKS

7,104.09	*DIRECT DEPOSIT STUBS	4
0.00	*VENDOR DIR DEP STUBS	0

EMP #	CUR AMT	CUR HRS
4018	2,807.31	80.00
4022	1,975.73	112.00
4041	1,640.40	120.00
4035	1,702.18	112.00
4 EMPLOYEES	8,125.62	424.00
PAGE TOTALS ***	8,125.62	424.00
FEATURE TOTALS *		

ACS FINANCIAL SYSTEM
02/22/2018 17:

Check Register CITY OF WOODLAKE
GL540R-V08:08 PAGE 1

BANK VENDOR
BANK BANK OF VISALIA
000252 GIANT AUTO GROUP
BANK OF VISALIA

CHECK# DATE AMOUNT
64977 02/22/18 28,765.30
28,765.30 ***

ACS FINANCIAL SYSTEM
02/22/2018 17:

BANK VENDOR

REPORT TOTALS:

Check Register

CHECK#

DATE

AMOUNT

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

28,765.30

RECORDS PRINTED - 000001

Schedule of Bills

ACS FINANCIAL SYSTEM
02/22/2018 17:43:38

CITY OF WOODLAKE

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
Giant Auto Group 2018 Chevy Trvrse 2/18	28,765.30	C/O POLICE DEPARTMENT	001.0550.080.504	DEAL#20856		246 00001

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
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REPORT TOTALS: 28,765.30

RECORDS PRINTED - 000001

Schedule of Bills

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

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ACS FINANCIAL SYSTEM
02/23/2018 12:

Check Register

GL540R-V08.08 PAGE 1

VENDOR	CHECK#	DATE	AMOUNT
BANK			
BANK BANK OF VISALIA			
000100 TULARE COUNTY RECORDERS	64978	02/23/18	58.00
BANK OF VISALIA			58.00 ***

ACS FINANCIAL SYSTEM
02/23/2018 12:47:42

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
TULARE COUNTY RECORDERS VALLEY PURE LLC 02/18	58.00	CONTRACTURAL SERVICES	001.0405.060.028		132 N.VALENCIA			247 00001

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
REPORT TOTALS:	58.00								

RECORDS PRINTED = 000001

Schedule of Bills

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

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ACS FINANCIAL SYSTEM
02/23/2018 13:

Check Register

GL540R-V08.08 PAGE 1

BANK VENDOR

CHECK# DATE AMOUNT

BANK BANK OF VISALIA

000100 TULARE COUNTY RECORDERS

64980 02/23/18

58.00

BANK OF VISALIA

58.00 ***

ACS FINANCIAL SYSTEM
02/23/2018 13:

BANK VENDOR

REPORT TOTALS:

Check Register CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

CHECK#	DATE	AMOUNT
		58.00

RECORDS PRINTED - 000001

ACS FINANCIAL SYSTEM
02/23/2018 13:21:43

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
TULARE COUNTY RECORDERS MGNOLIA ST IMPRVMT 2/18	58.00	CONTRACTURAL SERVICES	001.0405.060.028			249 00001

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	58.00						

RECORDS PRINTED = 000001

Schedule of Bills

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

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ACS FINANCIAL SYSTEM
02/23/2018 13:

BANK VENDOR
BANK BANK OF VISALIA

Check Register GL540R-V08.08 PAGE 1
CITY OF WOODLAKE

CHECK# DATE AMOUNT

000100 TULARE COUNTY RECORDERS 64979 02/23/18 58.00

BANK OF VISALIA 58.00 ***

ACS FINANCIAL SYSTEM
02/23/2018 13:

BANK VENDOR
REPORT TOTALS:

Check Register GL540R-V08.08 PAGE 2
CITY OF WOODLAKE

CHECK#	DATE	AMOUNT
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58.00

RECORDS PRINTED - 000001

ACS FINANCIAL SYSTEM
02/23/2018 13:04:58

VENDOR NAME
DESCRIPTION

GL540R-V08.08 PAGE 1
CITY OF WOODLAKE

Schedule of Bills

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
58.00	CONTRACTURAL SERVICES	001.0405.060.028	515 W.NARANJO		248 00001

TULARE COUNTY RECORDERS
GREEN BEAN PHARM 02/18

ACS FINANCIAL SYSTEM
02/23/2018 13:04:58

VENDOR NAME
DESCRIPTION

Schedule of Bills

GL540R-V08.08 PAGE 2
CITY OF WOODLAKE

AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
58.00					

REPORT TOTALS:

RECORDS PRINTED - 000001

Schedule of Bills

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

DATE APPROVED BY

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
001086	ADSI	64981	02/23/18	330.00
000783	AFLAC	64982	02/23/18	476.52
001452	AVILA CONSULTING SERVICE	64983	02/23/18	650.00
000364	B. S. & E. CO. INC.	64984	02/23/18	134.11
000334	BANK OF AMERICA	64985	02/23/18	2,776.90
001226	BENELECT	64986	02/23/18	805.00
001315	BILL WALL'S DIRECT APPRO	64987	02/23/18	60.00
001757	BLUE360 MEDIA LLC	64988	02/23/18	234.36
001305	BRAINARD INVESTIGATIONS	64989	02/23/18	866.29
000351	BSK ASSOCIATES	64990	02/23/18	4,900.75
001089	CA TURF EQUIPMENT & SUPP	64991	02/23/18	597.10
001750	CENTRAL VALLEY TOXICOLOG	64992	02/23/18	312.00
001338	CHEM OUIP, INC.	64993	02/23/18	434.91
000540	CHERNEY, P.H./GREGORY N	64994	02/23/18	355.00
009124	COLLINS & SCHOETTLER	64995	02/23/18	117.00
001688	CONDUENT ENTERPRISE SOLU	64996	02/23/18	3,324.09
001467	CROP PRODUCTION SERVICES	64997	02/23/18	838.93
000733	CRUZ-TA WELDING SHOP	64998	02/23/18	207.19
000733	DEAN THOMPSON RENTAL & S	64999	02/23/18	2,073.60
001466	DEARBORN NATIONAL LIFE I	65000	02/23/18	304.75
000646	DEPARTMENT OF JUSTICE	65001	02/23/18	234.00
000898	FOOTHILLS SUN-GAZETTE/TH	65002	02/23/18	900.00
000283	FRUIT GROWERS SUPPLY CO.	65003	02/23/18	619.85
000253	GOODYEAR COMMERCIAL TIRE	65004	02/23/18	2,974.81
001695	GUTIERREZ/JOSE LUIS	65005	02/23/18	405.00
001618	HAL CRUMLY INC	65006	02/23/18	360.00
000807	IDEA PRINTING & GRAPHICS	65007	02/23/18	383.08
001276	JIM'S SUPPLY CO., INC.	65008	02/23/18	1,111.98
001751	LENTZ CONSTRUCTION	65009	02/23/18	110,263.75
001668	MASTER METER INC	65010	02/23/18	1,500.00
001334	MERLE STONE CHEVROLET	65011	02/23/18	20.07
001362	MIDVALLEY DISPOSAL	65012	02/23/18	44,293.40
000530	MONARCH FORD	65013	02/23/18	576.27
001756	PENA/HORACIO	65014	02/23/18	150.00
001087	PROTECTION ONE	65015	02/23/18	54.54
000022	QUAD - KNOFF	65016	02/23/18	39,443.53
001222	RAY MORGAN COMPANY	65017	02/23/18	120.00
001735	RUVALCABA/EDWARD	65018	02/23/18	1,012.40
001071	SAN JOAQUIN VALLEY AIR D	65019	02/23/18	1,012.40
001127	SANTA FE AGGREGATES, INC	65020	02/23/18	2,256.82
000023	SELF HELP ENTERPRISES IN	65021	02/23/18	2,208.00
000134	SIMMONS TIRE SERVICE	65022	02/23/18	444.12
000723	SMITH AUTO - VISALIA	65023	02/23/18	67.02
000024	SOUTHERN CALIF EDISON CO	65024	02/23/18	10,654.71
001145	STANTEC CONSULTING SERVI	65025	02/23/18	28,245.50
001599	TAYLOR GROUP ARCHITECTS	65026	02/23/18	6,375.00
000988	TELSTAR INSTRUMENTS INC.	65027	02/23/18	1,107.00
000910	TRANSACT TECHNOLOGIES, I	65028	02/23/18	1,208.02

ACS FINANCIAL SYSTEM
02/23/2018 16:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF VISALIA				
000032	TULARE CO ENVIRONMENTAL	65029	02/23/18	376.00
001194	TULARE COUNTY JAIL	65030	02/23/18	9.70
000072	VALERO BROS.	65031	02/23/18	25.00
001352	VALLEY ELECTRIC SUPPLIER	65032	02/23/18	619.99
000028	WOODLAKE HARDWARE CO	65033	02/23/18	61.54
BANK OF VISALIA				275,455.64

ACS FINANCIAL SYSTEM
02/23/2018 16:

BANK VENDOR

REPORT TOTALS:

Check Register

CHECK#

DATE

AMOUNT

CITY OF WOODLAKE
GL540R-V08.08 PAGE 3

275,455.64

RECORDS PRINTED = 000195

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADSI RCRDS MNGMNT SYSTM 2/18	330.00	CONTRACTURAL SERVICES	001.0411.060.028		7297		241 00052
AFLAC SUPPLMNTL INS. 02/2018	476.52	ACCIDENT & DIS INS WITHH	001.0000.200.038		395866		241 00096
AVILA CONSULTING SERVICE CONSULTING FEES 02/2018	650.00	CONTRACTURAL SERVICES	001.0421.060.028		001		241 00010
B. S. & E. CO. INC. TUBE FORM 02/2018	134.11	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		100578		241 00007
BANK OF AMERICA WWTP TOOL 02/2018	195.29	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				241 00109
COURSE ORNELAS 02/18	160.53	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				241 00110
SEWER PLNT TOOL 02/18	5.41	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				241 00111
SUPFLRM ALLWNC ORNLS 2/18	61.73	UNIFORM ALLOWANCE	062.0462.050.011				241 00112
SUPPLIES 02/2018	393.85	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				241 00113
FLGR TRNG DRADOS 02/18	75.00	SPECIAL DEPARTMENT EXPEN	001.0422.060.029				241 00114
SUPPLIES 02/2018	500.83	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				241 00115
FLGR TRNG RIVERA 02/18	75.00	SPECIAL DEPARTMENT EXPEN	001.0411.060.029				241 00116
LOWES PD PROJ 02/18	518.70	SPECIAL DEPARTMENT EXPEN	001.0418.060.029				241 00117
LATE PYMNT ADJUST 2/18	39.00CR	SPECIAL DEPARTMENT EXPEN	001.0418.060.029				241 00118
FNCE CHRGE ADJUST 02/18	37.33CR	SPECIAL DEPARTMENT EXPEN	001.0418.060.029				241 00119
TRAINING MARX 02/18	661.15	TRAINING (POST REIMBURSE	001.0411.060.036				241 00120
TRAINING MARX 02/18	22.02	TRAINING (POST REIMBURSE	001.0411.060.036				241 00121
TRAINING MARX 02/2018	9.34	TRAINING (POST REIMBURSE	001.0411.060.036				241 00122
TRAINING MARX 02/18	8.08	TRAINING (POST REIMBURSE	001.0411.060.036				241 00123
TRAINING MARX 02/18	2.75	TRAINING (POST REIMBURSE	001.0411.060.036				241 00124
TRAINING MARX 02/18	11.06	TRAINING (POST REIMBURSE	001.0411.060.036				241 00125
TRAINING MARX 02/2018	8.08	TRAINING (POST REIMBURSE	001.0411.060.036				241 00126
TRAINING MARX 02/18	6.70	TRAINING (POST REIMBURSE	001.0411.060.036				241 00127
TRAINING MARX 02/2018	9.86	TRAINING (POST REIMBURSE	001.0411.060.036				241 00128
TRAINING MARX 02/2018	10.98	TRAINING (POST REIMBURSE	001.0411.060.036				241 00129
TRAINING MARX 02/2018	12.53	TRAINING (POST REIMBURSE	001.0411.060.036				241 00130
TRAINING MARX 02/2018	19.38	TRAINING (POST REIMBURSE	001.0411.060.036				241 00131
TRAINING MARX 02/2018	24.24	TRAINING (POST REIMBURSE	001.0411.060.036				241 00132
TRAINING MARX 02/2018	6.96	TRAINING (POST REIMBURSE	001.0411.060.036				241 00133
TRAINING MARX 02/2018	8.62	TRAINING (POST REIMBURSE	001.0411.060.036				241 00134
M VILLEGAS LUNCH 02/18	7.75	CONTRACTURAL SERVICES	001.0411.060.028				241 00135
PREVIOUS BALANCE 02/18	186.28CR	CONTRACTURAL SERVICES	001.0411.060.028				241 00136
FLGR TRNG JOAQUIN 2/18	75.00	SPECIAL DEPARTMENT EXPEN	001.0422.060.029				241 00137
LATE PYMNT ADJUST 02/18	39.00CR	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00138
FINANCE CHRGR CRDT 2/18	13.20CR	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00139
MONITOR LETI 02/18	113.74	OFFICE SUPPLIES	061.0461.060.023				241 00140
ADOBE ROCHIN 02/18	209.57	OFFICE SUPPLIES	001.0411.060.029				241 00141
GOIN POSTAL 02/2018	49.70	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00142
EARTHLINK 02/2018	11.90	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00143
MONITOR LETI 02/2018	34.85	OFFICE SUPPLIES	061.0461.060.023				241 00144
ADOBE 02/2018	79.98	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00145
COUNTY 02/2018	45.00	SPECIAL DEPARTMENT EXPEN	001.0405.060.029				241 00146

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BANK OF AMERICA LT PYMNT ADJUST 02/18	39.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00147
ENR CHRG ADJUST 02/18	9.87	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				241 00148
COS REIMBRSE PEREZ 2/18	147.50	SPECIAL DEPARTMENT EXPEN	062.0462.060.029				241 00149
COS REIMBRSE PEREZ 2/18	147.50	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				241 00150
	2,776.90	*VENDOR TOTAL					
BENELECT							
FIRE DEPT . 02/2018	90.00	HEALTH INSURANCE	004.0414.050.008		MARCH 2016		241 00103
EMPLOYEES & RTREES 2/18	4.07	HEALTH INSURANCE	001.0402.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	3.16	HEALTH INSURANCE	001.0403.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	12.35	HEALTH INSURANCE	001.0404.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	11.79	HEALTH INSURANCE	001.0405.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	4.71	HEALTH INSURANCE	001.0415.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	27.91	HEALTH INSURANCE	001.0416.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	11.66	HEALTH INSURANCE	001.0418.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	9.17	HEALTH INSURANCE	001.0421.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	26.55	HEALTH INSURANCE	001.0422.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	144.34	HEALTH INSURANCE	061.0461.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	110.93	HEALTH INSURANCE	062.0462.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	34.88	HEALTH INSURANCE	021.0424.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	11.37	HEALTH INSURANCE	029.0429.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	2.60	HEALTH INSURANCE	032.0440.050.008		MARCH 2018		241 00101
EMPLOYEES & RTREES 2/18	2.72	HEALTH INSURANCE	060.0460.050.008		MARCH 2018		241 00102
PD EXPENSE 02/2018	300.00	HEALTH INSURANCE	001.0411.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.12	HEALTH INSURANCE	001.0402.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.03	HEALTH INSURANCE	001.0403.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.14	HEALTH INSURANCE	001.0404.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.02	HEALTH INSURANCE	001.0405.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.05	HEALTH INSURANCE	001.0415.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.33	HEALTH INSURANCE	001.0416.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.10	HEALTH INSURANCE	001.0418.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.31	HEALTH INSURANCE	001.0421.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	1.71	HEALTH INSURANCE	001.0422.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	1.32	HEALTH INSURANCE	061.0461.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.41	HEALTH INSURANCE	062.0462.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.13	HEALTH INSURANCE	029.0429.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	0.03	HEALTH INSURANCE	032.0440.050.008		MARCH 2018		241 00104
ADMIN CREDIT 02/2018	805.00	*VENDOR TOTAL	060.0460.050.008		MARCH 2018		241 00104
BILL WALL'S DIRECT APPRO CHK OF FIREWALL 02/18	60.00	CONTRACTURAL SERVICES	001.0411.060.028		15648		241 00024
BLUE360 MEDIA LLC CA PENAL CODE HB 2/18	234.36	CONTRACTURAL SERVICES	001.0411.060.028		INV-17998		241 00108

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BRAINARD INVESTIGATIONS BKGRND E MRTNZ RUIZ 2/18	866.29	CONTRACTURAL SERVICES	001.0411.060.028		1009		241 00025
BSK ASSOCIATES WEEKLY EFFLUENT 02/18	61.00	CONTRACTURAL SERVICES	062.0462.060.028		A803477		241 00011
BACTI 02/2018	150.00	CONTRACTURAL SERVICES	063.0463.060.028		A803483		241 00005
BACTI 02/2018	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A804036		241 00008
WEEKLY EFFLUENT 02/18	61.00	CONTRACTURAL SERVICES	062.0462.060.028		A804037		241 00009
COMMUNITY CENTER 02/18	4,538.75	COMMUNITY CENTER	001.0550.080.534		0083459		241 00051
	4,900.75	*VENDOR TOTAL					
CA TURF EQUIPMENT & SUPP REBUILD KIT 02/2018	15.18	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		361886		241 00015
POWER TRIM 02/2018	290.96	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		361887		241 00013
POWER TRIM 02/2018	290.96	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		361887		241 00014
	597.10	*VENDOR TOTAL					
CENTRAL VALLEY TOXICOLOGY TOXICOLOGY REPORT 02/18	31.00	CONTRACTURAL SERVICES	001.0411.060.028		271369		241 00021
TOXICOLOGY REPORT 02/18	78.00	CONTRACTURAL SERVICES	001.0411.060.028		271374		241 00020
TOXICOLOGY REPORT 2/18	125.00	CONTRACTURAL SERVICES	001.0411.060.028		271380		241 00019
TOXICOLOGY REPORT 02/18	78.00	CONTRACTURAL SERVICES	001.0411.060.028		271657		241 00018
	312.00	*VENDOR TOTAL					
CHEM OUIP, INC. CREDIT 02/2018	499.04CR	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		5601613		241 00098
CHLORINE 02/2018	933.95	SPECIAL DEPARTMENT EXPEN	063.0463.060.029				241 00058
	434.91	*VENDOR TOTAL					
CHERNEY, PH.E./GREGORY N PSYCH EVAL I VLLRL 02/18	355.00	CONTRACTURAL SERVICES	001.0411.060.028				241 00017
COLLINS & SCHOETTNER URBAN INFILL DSN 02/18	117.00	CONTRACTURAL SERVICES	001.0405.060.028		JANUARY 2018		241 00003
CONDUENT ENTERPRISE SOLU MNTHLY TECHNOLOGY 02/18	3,324.09	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1441749		241 00095
CROP PRODUCTION SERVICES SUPPLIES 02/2018	838.93	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		35052414		241 00059
CRUZ-TA WELDING SHOP WLDNG LABOR 02/18	207.19	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		18064		241 00069
DEAN THOMPSON RENTAL & S MULCH CITY YARD 02/2018	2,073.60	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		5733		241 00055
DEARBORN NATIONAL LIFE I CITY EMPLOYEES 02/18	1.83	HEALTH INSURANCE	001.0402.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	1.38	HEALTH INSURANCE	001.0403.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	5.41	HEALTH INSURANCE	001.0404.050.008		MARCH 2018		241 00099

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DEARBORN NATIONAL LIFE I		HEALTH INSURANCE	001.0405.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	0.78	HEALTH INSURANCE	001.0415.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	5.16	HEALTH INSURANCE	001.0416.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	2.06	HEALTH INSURANCE	001.0418.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	12.22	HEALTH INSURANCE	001.0421.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	5.11	HEALTH INSURANCE	001.0422.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	4.02	HEALTH INSURANCE	061.0461.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	11.63	HEALTH INSURANCE	062.0462.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	63.23	HEALTH INSURANCE	063.0463.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	48.59	HEALTH INSURANCE	021.0424.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	15.28	HEALTH INSURANCE	029.0429.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	4.98	HEALTH INSURANCE	032.0440.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	1.13	HEALTH INSURANCE	060.0460.050.008		MARCH 2018		241 00099
CITY EMPLOYEES 02/18	1.19	HEALTH INSURANCE	001.0411.050.008		MARCH 2018		241 00100
PD EMPLOYEES 02/2018	120.75	*VENDOR TOTAL					
	304.75						
DEPARTMENT OF JUSTICE SERVICES 02/2018	234.00	CONTRACTURAL SERVICES	001.0411.060.028		282782		241 00023
FOOTHILLS SUN-GAZETTE/TH PUBLIC NOTICE 02/18	330.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		52496		241 00085
NOI SEWER 02/2018	225.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		52498		241 00089
NTC OF PBL HEARNG 2/18	120.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		52505		241 00088
NTICE OF PBLC HEARNG 2/18	120.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		52506		241 00087
	105.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		52507		241 00086
	900.00	*VENDOR TOTAL					
FRUIT GROWERS SUPPLY CO. COUPLER/CMNT/PVC 02/18	81.80	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91924836		241 00074
ELBOW/COUPLER 02/2018	139.33	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91925008		241 00075
STONE SHARPENING 02/18	18.17	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		91925565		241 00076
PARTICLE MASK 02/18	16.50	SPECIAL DEPARTMENT EXPEN	029.0429.060.029		91926490		241 00078
GASKT/BOLT/NUT HEX 2/18	30.32	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		91926491		241 00077
FILTER ELMNT HONDA 2/18	10.84	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91926735		241 00079
FLAGGING TAPE 02/18	3.32	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		91928728		241 00080
FLAGGING TAPE 02/2018	6.64	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		91928831		241 00082
FLAGGING TAPE 02/2018	9.95	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		91928928		241 00081
PEST TAPS 02/18	286.48	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		91930181		241 00083
PARTICLE MASK 02/18	16.50	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		91930576		241 00084
	619.85	*VENDOR TOTAL					
GOODYEAR COMMERCIAL TIRE TIRES 02/2018	2,218.29	VEHICLE MAINTENANCE/OPER	001.0411.060.032		172-1039921		241 00063
TIRES FOR PD FLEET 2/18	2,756.52	VEHICLE MAINTENANCE/OPER	001.0411.060.032		172-1040373		241 00062
	2,974.81	*VENDOR TOTAL					
GUTTIERREZ/JOSE LUIS CREW BOSS 02/2018	405.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		18005		241 00053

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HAL CRUMLY INC ICE MACHINE PW 02/18	225.00	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		18940		241 00071
ICE MACHINE PW 02/18	135.00	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		18941		241 00070
	360.00	*VENDOR TOTAL					
IDEA PRINTING & GRAPHICS ENVELOPES 02/2018	383.08	OFFICE SUPPLIES	001.0410.060.023		97637		241 00094
JIM'S SUPPLY CO., INC. TUBES 02/2018	1,111.98	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		107628		241 00056
LENTZ CONSTRUCTION STRM WTR REHAB 02/2018	110,263.75	CONTRACTURAL SERVICES	060.0460.060.028		02		241 00028
MASTER METER INC READING SOFTWARE 02/2018	1,500.00	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		179368		241 00054
MERLE STONE CHEVROLET SWITCH 02/2018	20.07	VEHICLE MAINTENANCE/OPER	062.0462.060.032		30431		241 00064
MIDVALLEY DISPOSAL REFUSE SERVICES 02/18	44,293.40	CONTRACTURAL SERVICES	061.0461.060.028		JAN-18		241 00050
MONARCH FORD COVER AND CONT. 02/18	576.27	VEHICLE MAINTENANCE/OPER	001.0411.060.032		62823		241 00068
PENA/HORACIO BOOT ALLOWNCE PENA 2/18	150.00	UNIFORM ALLOWANCE	062.0462.050.011		FEB 2018		241 00107
PROTECTION ONE WWTP ALARM 02/2018	54.54	CONTRACTURAL SERVICES	063.0463.060.028				241 00039
QUAD - KNOFF RNDABT PROJ 02/2018	1,255.33	CONTRACTURAL SERVICES	020.0590.731.028		91642		241 00037
INSTLTN DSN WTR MTR 2/18	6,735.09	CONTRACTURAL SERVICES	063.0463.060.028		91644		241 00004
INSTL 2 NEW WELLS 02/18	5,386.52	CONTRACTURAL SERVICES	063.0463.060.028		91646		241 00035
CMWNTY CNTR PROJ 02/18	13,543.75	CONTRACTURAL SERVICES	001.0421.060.028		91647		241 00036
N VLNCIA IMPRVMT 02/18	1,761.50	CONTRACTURAL SERVICES	020.0590.740.028		91650		241 00034
MGNOLIA ST IMPRVMT 2/18	7,063.80	CONTRACTURAL SERVICES	023.0590.743.028		91651		241 00038
ENGINEERING SERV 02/2018	348.84	CONTRACTURAL SERVICES	001.0416.060.028		91652		241 00031
132 N VLNCIA IMPRV 2/18	980.28	CONTRACTURAL SERVICES	001.0416.060.028		91653		241 00032
WDLK HLDNGS 02/2018	1,241.58	CONTRACTURAL SERVICES	001.0416.060.028		91654		241 00033
CSTLRCK SUBDVSN 3 02/18	302.11	CONTRACTURAL SERVICES	001.0416.060.028		91662		241 00029
AUTO ZONE 02/2018	957.24	CONTRACTURAL SERVICES	001.0416.060.028		91663		241 00030
	39,576.04	*VENDOR TOTAL					
RAY MORGAN COMPANY CITY PRINTER CNTRCT 2/18	443.53	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		1945781		241 00097

Schedule of Bills

ACS FINANCIAL SYSTEM
02/23/2018 16:45:32

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
RUVALCABA/EDWARD BLOOD COLLECTION 02/18	120.00	CONTRACTURAL SERVICES	001.0411.060.028	19		241 00106
SAN JOAQUIN VALLEY AIR D APP FILING FEES 02/18	1,012.40	CONTRACTURAL SERVICES	063.0463.060.028	SL37583		241 00090
SANTA FE AGGREGATES, INC SUPPLIES 02/2018	110.58	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	2014163		241 00072
CONCRETE MIX 02/2018	146.24	SPECIAL DEPARTMENT EXPEN	001.0421.060.029	2014350		241 00060
	256.82	*VENDOR TOTAL				
SELF HELP ENTERPRISES IN GENERAL ADMIN 02/2018	2,208.00	CONTRACTURAL SERVICES	072.0472.060.028	WLKHMPI JAN-18		241 00040
SIMMONS TIRE SERVICE FLAT SERVICE CALL 02/18	160.00	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	47738		241 00067
FLAT/TIRE SEALER 02/18	142.06	SPECIAL DEPARTMENT EXPEN	062.0462.060.029	47827		241 00065
FLAT/TIRE SEALER 02/18	142.06	SPECIAL DEPARTMENT EXPEN	063.0463.060.029	47827		241 00066
	444.12	*VENDOR TOTAL				
SMITH AUTO - VISALIA DRM BK WHL CYLDR 2/18	30.60	VEHICLE MAINTENANCE/OPER	001.0411.060.032	01IN248218		241 00006
WATER PUMP 02/2018	36.42	VEHICLE MAINTENANCE/OPER	001.0411.060.032	01IN251550		241 00016
	67.02	*VENDOR TOTAL				
SOUTHERN CALIF EDISON CO CTY ADMIN BLDG. 02/18	514.24	UTILITIES	001.0410.060.021			241 00041
WTR DEPT. 02/2018	129.22	UTILITIES	063.0463.060.021			241 00042
MAINTENANCE DEPT 02/18	234.20	UTILITIES	001.0418.060.021			241 00043
PARKS DEPT. 02/2018	30.21	UTILITIES	001.0421.060.021			241 00044
SEWER DEPT. 02/2018	4,779.63	UTILITIES	062.0462.060.021			241 00045
AIRPORT 02/2018	62.87	UTILITIES	041.0441.060.021			241 00046
SUBDVSN LIGHTING 02/18	157.21	UTILITIES	029.0429.060.021			241 00047
STREET DEPT. 02/2018	4,747.13	UTILITIES	001.0422.060.021			241 00048
	10,654.71	*VENDOR TOTAL				
STANTEC CONSULTING SERVI WW CLCTN SYSTM 02/18	13,130.50	CONTRACTURAL SERVICES	062.0462.060.028	1309619		241 00027
NRNJO STRM DRN 02/18	4,355.00	CONTRACTURAL SERVICES	060.0460.060.028	1312842		241 00026
ON CALL RPTNG SERV 2/18	1,020.00	CONTRACTURAL SERVICES	062.0462.060.028	1315654		241 00012
NRNJO BLVD STRM DRN 2/18	9,740.00	CONTRACTURAL SERVICES	060.0460.060.028	1315655		241 00001
	28,245.50	*VENDOR TOTAL				
TAYLOR GROUP ARCHITECTS WDLK COMMNTY CNTR 02/18	6,375.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029	6309R		241 00002
TELSTAR INSTRUMENTS INC. ANNUAL CALIBRTNS 02/18	1,107.00	CONTRACTURAL SERVICES	062.0462.060.028	93187		241 00061

Schedule of Bills

ACS FINANCIAL SYSTEM
02/23/2018 16:45:32

VENDOR NAME
DESCRIPTION

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TRANSACT TECHNOLOGIES, I SPPLIES FOR RGSTR 02/18	208.02	OFFICE SUPPLIES	001.0410.060.023				241 00049
TULARE CO ENVIRONMENTAL FOOD PERMITS 02/2018	376.00	ADVERTISING & PUBLICATIO	001.0403.060.031		IN0169552		241 00105
TULARE COUNTY JAIL E.HERRERA PLATE 02/18	9.70	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		15911		241 00022
VALERO BROS. PROPANE 02/2018	25.00	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		3674		241 00073
VALLEY ELECTRIC SUPPLIER SUPPLIES 02/2018	619.99	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		9128-463707		241 00057
WOODLAKE HARDWARE CO ZINC NOZZLE 02/2018	6.99	CONTRACTURAL SERVICES	001.0411.060.028		A49363		241 00092
SUPPLIES 02/2018	33.03	CONTRACTURAL SERVICES	001.0411.060.028		A50456		241 00093
TIRE FOAM/CAR WASH 02/18	21.52	CONTRACTURAL SERVICES	001.0411.060.028		B39246		241 00091
	61.54	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	275,455.64					

RECORDS PRINTED - 000195

Schedule of Bills

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

City of Woodlake

AGENDA ITEM IV-C

February 26, 2018

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 completed 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

City of Woodlake

AGENDA ITEM IV-D

February 26, 2018

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 have been completed.

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 26th day of February 2018.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on February 26, 2018.

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rudy Mendoza, Mayor

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM IV-E

February 26, 2018

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Deny Claim for Damages from Willis J. Jackson filed on February 14, 2018

BACKGROUND:

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

DISCUSSION:

The City of Woodlake has received a claim for damages from Willis J. Jackson. The claim is attached for reference.

RECOMMENDATIONS:

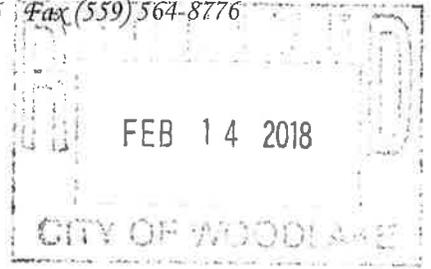
Staff recommends that Council authorize the approval to Deny Claim for Damage from Willis J. Jackson.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Claim Form B dated February 14, 2018



Claim for Damages
City of Woodlake

Claimant's Name: Willis J. Jackson
SSN: [redacted] DOB: 11/09/1978 Gender: Male [X] Female
Claimant's Address: 250 Oak St. Apt # 45 Woodlake CA 93286
Claimant's Phone: (559) 769-2141
Address where notices about claim are to be sent, if different from above:

Date of incident/accident: 1-21-2018
Date injuries, damages, or losses were discovered: 1-22-2018
Location of incident/accident: Woodlake Police Dept.

What did entity or employee do to cause this loss, damage, or injury? Garcia, and Sgt. Robles
o. Garcia kept my money and [redacted] the property receipt for my money \$130.00 and Sgt. Robles was cuffing me & threatening my life while I was in custody.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the city's employees who caused this injury, damage, or loss (if known)? Officer Garcia, Sgt. Robles

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" (See Government Code 910(f)). \$130.00

How was this amount calculated (please itemize)? Seized while I was handcuffed/detained and kept in the back of Officer Garcia's car.
(Use back of this form or separate sheet if necessary to answer this question in detail. Also attach pictures and receipts)

I declare under penalty of perjury that the foregoing is true and correct. Making a false claim is a felony. (P.C.72)

Date Signed: 2/13/2018 Signature: [Signature]

If signed by representative:
Representative's Name: Pro Per: Willis J. Jackson
Address: 250 Oak St Apt #45 Woodlake CA 93286
Telephone #: (559) 769-2141
Relationship to Claimant: ME: Willis J. Jackson Pro Per

Please Read - Important
Your claim must be filed within six (6) months of the date of the incident (Government Code 911.2)
The claim will be reviewed and will either be settled or denied. You will be notified by mail, if your claim is denied. You will have six (6) months from the date the notice was personally delivered or deposited in the mail to file a court action as to any claims encompassed by the California Tort Claims Act (Government Code 945.6).
Statutes of limitations for claims which are not encompassed by the California Tort claims act may run independently.
If you have any questions please call (559) 564-8055.

City of Woodlake

AGENDA ITEM V-A

February 26, 2018

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Review final grant expenditures and accomplishments for the community development block grant (CDBG) 14-CDBG-9895 and authorize the City Administrator to execute the 2014 CDBG grant closeout documents to the Department of Housing and Community Development (HCD)– **PUBLIC HEARING & RESOLUTION**

BACKGROUND:

The purpose of this hearing is to allow the citizens of Woodlake the opportunity to review and make comments on the following subjects:

- Final Grant Expenditures and Accomplishments on the 2014 CDBG grant: Homeownership Assistance Program, Housing Rehabilitation Program, Public Improvements Project, and Code Enforcement Activity (14-CDBG-9895);
- Program Income Expenditures associated with the 2014 CDBG grant (14-CDBG-9895);

Public Hearing notices in both English and Spanish have been published in The Foothills Sun-Gazette.

DISCUSSION:

2014 CDBG GRANT ACTIVITIES (14-CDBG-9895)

The City received a grant award of \$1,750,591 from the Department of Housing and Community Development (HCD) CDBG Program to operate a city-wide Homeownership Assistance Program and Housing Rehabilitation Program, as well as a code enforcement activity and a flood drainage improvements project with funding made available from the 2014 CDBG General Allocation. The grant budget included \$372,093 for Homeownership Assistance, \$558,140 for Housing Rehabilitation, \$448,224 for Flood Drainage Improvements, \$250,000 for Code Enforcement and \$122,134 for General Administration of the grant. The grant expired December 31, 2017.

A summary of grant expenditures is included in the table below.

Activity	Budget	Expended	Unexpended
Homeownership Assistance	\$372,093	\$38,340	\$333,753
Housing Rehabilitation	\$558,140	\$249,096	\$309,044
Flood Drainage Improvements	\$448,224	\$370,779	\$77,445
Code Enforcement	\$250,000	\$59,634	\$190,366
General Administration	\$122,134	\$81,537	\$40,597
Total	\$1,750,591	\$799,386	\$951,205

Homeownership Assistance Program

The City assisted one (1) household with homeownership assistance at a total amount of \$38,340. Demographic information on program participants is included below.

Demographics:

- | | |
|--|---|
| 1. Households Participating / Owner Occupied | 1 |
| 2. Total Persons Assisted | 6 |
| 3. Households of Hispanic Heritage | 1 |

Housing Rehabilitation Program

The City assisted three (3) households with financing for home repairs at a total amount of \$249,096. Demographic information on program participants is included below.

Demographics:

- | | |
|--|---|
| 1. Households Participating / Owner Occupied | 3 |
| 2. Total Persons Assisted | 9 |
| 3. Households of Hispanic Heritage | 3 |

Flood Drainage Improvements Project

This grant included a flood drainage improvements project to replace an inoperable diesel storm drain pump with a new electric pump and add a generator/engine onsite to power the new pump. Over the term of the grant, a total of \$370,779 in grant funds and \$65,871 in program income funds were utilized for the project.

Code Enforcement Activity

This grant included an activity for Code Enforcement. This activity allowed code enforcement work in census tract 7, block groups 1 and 2. Over the term of the grant, \$59,634 was expended on the following citations:

- 344 lawn parking violations
- 468 residential storage violations
- 116 abandoned vehicle violations
- 28 unsafe structure violations
- 12 zoning violation
- 20 animal violation
- 52 rubbish violations

PROGRAM INCOME ACTIVITY

Over the course of the grant, \$95,918 was received in program income. A total of \$65,871 was expended on the flood drainage improvement project, and the remaining balance was expended on admin costs. At the time of grant expiration, the City had a program income balance of \$0.

At grant closeout, the City will submit a closeout package to HCD that will include a Closeout Certification and Request to Disencumber Funds. See attached.

Citizens are encouraged to make comments to the City, regarding any aspect of the CDBG Program. Also, citizens are invited to submit written comments. Citizens may inspect the citizen participation supporting documents on file at City Hall. Write to or contact Ramon Lara, City Administrator, at City Hall located at 350 North Valencia, Woodlake, CA 93286.

RECOMMENDATIONS:

Authorize the City Administrator to execute the 2014 CDBG grant closeout documents to the Department of Housing and Community Development (HCD).

FISCAL IMPACT:

There is no fiscal impact to the General Fund. All expenses will be paid for by the grant.

ATTACHMENTS:

1. Resolution: Authorize the City Administrator to execute the 2014 CDBG grant closeout documents to the Department of Housing and Community Development (HCD)
2. Public Hearing Notice (English & Spanish)

**CITY OF WOODLAKE
PUBLIC NOTICE**

To provide an opportunity for citizen participation, the City of Woodlake will hold a Public Hearing to discuss closeout of the 2014 CDBG Grant (14-CDBG-9895) under the Community Development Block Grant (CDBG) Program.

PUBLIC HEARING

DATE: February 26, 2018
TIME: 6:30 p.m.
PLACE: City Hall
350 N Valencia Blvd
Woodlake, CA 93286

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding 2014 CDBG Grant expenditures and accomplishments.

If you require special accommodations to participate in the public hearing, please contact Ramon Lara at (559) 564-8055 or TTY at 1-800-735-2929 for English or 1-800-855-3000 for Spanish to arrange for those accommodations to be made.

If you are unable to attend the public hearing, you may direct written comments to Ramon Lara, City Administrator, 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 5:00 p.m. on Monday – Friday.

The City of Woodlake promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Published: February 7, 2018 in The Foothill Sun-Gazette

CIUDAD DE WOODLAKE
NOTICIA PÚBLICA

Para proporcionar una oportunidad para la participación ciudadana, el Ayuntamiento Woodlake llevará a cabo una Audiencia Pública para discutir la liquidación del subsidio para CDBG del 2014 (14-CDBG-9895) en el marco del Programa de Desarrollo Comunitario (CDBG).

AUDIENCIA PÚBLICA

FECHA: 26 de febrero de 2018
HORA: 6:30 p.m.
LUGAR: City Hall
350 N Valencia Blvd
Woodlake, CA 93286

El propósito de esta audiencia pública será el de dar a los ciudadanos la oportunidad para dar sus comentarios sobre los gastos y logros del subsidio correspondiente CDBG al año del 2014.

Si necesita acomodación especial para participar en la audiencia pública, por favor póngase en contacto con Ramon Lara a (559) 564-8055 o TTY al 1-800-735-2929 para Inglés o para Español 1-800-855-3000 para organizar las acomodaciones especiales.

Si usted no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito a Ramon Lara, Administrador de la Ciudad, la Ciudad de Woodlake, 350 N. Valencia Blvd., Woodlake, CA 93286, o usted puede llamar por teléfono (559) 564-8055. Además, la información está disponible para su consulta en la dirección antes mencionada en el horario de las 8:00 am y 5:00 pm Lunes - Viernes.

La Ciudad de Woodlake promueve la equidad de vivienda y hace que todos sus programas esta a disposición de las familias de ingresos bajos y moderados, independientemente de la edad, discapacidad, raza, color, religión, sexo, origen nacional, preferencia sexual o estado civil.

Publicado: 7 de febrero de 2018 en The Foothill Sun-Gazette

City of Woodlake

AGENDA ITEM V-B

February 26, 2018

Prepared by Ramon Lara, City Staff

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

BACKGROUND:

The City of Woodlake owns and leases a structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286 to Wendall Reed and Charlotte Scott. The structure has operated as the Runway Café for many years.

DISCUSSION:

Wendall Reed, Charlotte Scott and their staff have done a good job running the current Runway Café. They provide good service and have been good tenants. Wendall Reed and Charlotte Scott have agreed to enter into a 5-year lease agreement as attached.

RECOMMENDATIONS:

Staff recommends that the City of Woodlake enter into a 5-year lease agreement with Wendall Reed and Charlotte Scott for the property at 861 S. Valencia Blvd. Woodlake, CA 93286.

FISCAL IMPACT:

The City of Woodlake will collect a monthly rent of \$1,500 for 2018 and the rent will increase \$50 per month annually starting in 2019.

ATTACHMENTS:

1. Resolution: Approval of the Agreement Between Wendall Reed and Charlotte Scott and the City of Woodlake for the Structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286
2. Agreement Between Wendall Reed and Charlotte Scott and the City of Woodlake for the Structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286
3. Exhibit A Airport Lease Agreement

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

In the matter of:

APPROVAL OF THE AGREEMENT)
BETWEEN WENDALL REED AND)
CHARLOTTE SCOTT AND)
THE CITY OF WOODLAKE FOR THE)
STRUCTURE AT 861 S. VALENCIA)
BLVD. WOODLAKE, CA. 93286)

Resolution No.

Councilmember _____, offered the following resolution and moved its adoption. Approval of the agreement between Wendall Reed and Charlotte Scott and the City of Woodlake for the structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286.

WHEREAS, the five-year agreement between Wendall Reed and Charlotte Scott and the City of Woodlake will commence on March 1, 2018; and

WHEREAS, the monthly rent for the structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286 will be \$1,500 and due by the 1st of each month and will increase fifty dollars per month annually starting in 2019; and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the attached agreement between Wendall Reed and Charlotte Scott and the City of Woodlake for the structure at 861 S. Valencia Blvd. Woodlake, Ca. 93286.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on February 26, 2018.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

CITY OF WOODLAKE

LEASE AGREEMENT

1. **DATE:** This Lease is made and entered into in duplicate original this 26th day of February 2018, effective March 1, 2018.

2. **PARTIES:** This Lease is entered into by and between **CITY OF WOODLAKE**, hereinafter referred to as Lessor, and **WENDALL REED and CHARLOTTE SCOTT**, hereinafter referred to as Lessees.

3. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the terms and conditions herein set forth herein, that property described in Exhibit A attached hereto, and made part of this Agreement.

4. **TERM:** The term of this Lease is for five (5) years.

5. **MONEY DUE FROM LESSEE:**
 - a. **RENT:** Rental per month for the leased premises shall be \$1,500.00. The rent is payable in advance on or before the first day of each month, and such additional rental as may become due under the terms hereof, as hereinafter more particularly specified. A service charge of one and one-half percent (1 1/2%) per month will be added to amounts fifteen (15) days or more past due. Rent will increase by \$50.00 per month annually starting in March of 2019.

 - b. **SECURITY:** No security deposit will be required from Lessee.

6. **PROPERTY TAXES:**
 - a. Except as provided in subdivision b., below, Lessor shall pay all real property taxes and all other assessments and parcel taxes levied upon or against the leased premises, during the term hereof, by the City of Woodlake, the County of Tulare, the State of California or any political subdivision thereof, appearing on the tax statements of the City of Woodlake and the County of Tulare, if any.

 - b. Notwithstanding subdivision a., herein, Lessee understands that the leasehold interest which she has in the premises creates a taxable possessory interest and agrees that she shall be responsible for any and all property taxes assessed against Lessee arising out of such possessory interest, and further agrees to keep current the possessory interest taxes assessed against Lessee and the leased

Lease Agreement - CITY OF WOODLAKE

premises. Lessee further agrees to indemnify and hold harmless Lessor from and against all taxes, assessments, penalties and charges arising out of her possessory interest of the leasehold premises and assets, whichever is applicable.

7. **WASTE:** Lessee shall not commit any waste or suffer any waste to be committed to the leased premises. Lessee shall not cause, suffer or permit any nuisance to exist on or in said premises at any time. Lessee, and Lessee's employees, agents and invitees shall conform to, comply with and faithfully obey all ordinances of the City of Woodlake, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises. At all times, Lessee shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted, and at the end of said term, or on the sooner termination of this Lease, Lessee shall quit and surrender said premises to the Lessor in as good order, condition and repair as reasonable use and wear thereof shall permit, damage by the elements excepted. Lessee's taking possession of the premises on the commencement of the lease term shall constitute Lessee's acknowledgment that the premises are in good condition.

8. **IMPROVEMENTS AND ALTERATIONS:** Lessee shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as Lessee shall desire for the proper and efficient operation of Lessee's business; provided, however, that no alterations or changes shall be made without the prior written consent of Lessor; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of Lessee. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in and on the leased premises and become the property of Lessor; provided, however, that Lessee shall have the right to remove all trade fixtures which Lessee may own or place in and on the leased premises during the lease term, provided that Lessee shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effective before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by Lessee on or before the expiration of the term hereof.

9. **LIENS:** Lessee shall not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the Lessor reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that Lessor may deem necessary or proper to protect Lessor's title in and to said premises against any such liens.

Lease Agreement - CITY OF WOODLAKE

10. **UTILITIES:** Lessee shall pay for gas, electrical power, water, sewage/septic, telephone, alarm (including monitoring) and other charges for all other public utilities and services, including, without limitation, lights, light bulbs, power, refuse, and janitorial services that are incurred by Lessee.

11. **REPAIRS AND MAINTENANCE BY LESSOR:** Lessor and Lessor's agents and employees shall have the right at all reasonable times, with twenty-four (24) hours notice to Lessee, of ingress to and egress from the leased premises to carry out and perform Lessor's obligations hereunder and for such other purposes as may be reasonably necessary in connection with the operation of said building, and for the purpose of examining said premises and effecting alterations, additions, improvements, repairs or to remodel the same, all without any abatement of rent, and may for such purposes erect scaffolding deemed necessary by Lessor. Lessee shall not claim, or be allowed, or be paid, any damages for inconvenience occasioned thereby. Lessor shall maintain roof, exterior walls, structural foundation, internal and external plumbing, original electrical, permanent light fixtures, heating and air conditioning, driveway and septic tank (except that Lessee shall pay to have septic tank pumped, as needed). All other items will be the responsibility of the Lessee.

Lessee will notify the Lessor's Maintenance Department of any repairs and Lessor shall have 24 hours to respond, except in cases of emergencies in which Lessor shall make its best effort to respond immediately.

12. **REPAIRS AND MAINTENANCE BY LESSEE:** Lessee shall, at their sole cost, keep and maintain in a good and safe condition said premises and every part thereof, excepting as identified in Paragraph 11 above, in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code.

13. **INSPECTION:** Lessor, or Lessor's agents, shall have the right of ingress to and egress from the leased premises at all reasonable times, with twenty-four (24) hours notice to Lessee, during the lease term for the purpose of inspecting the same. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair.

14. **DESTRUCTION OF BUILDING:** If any improvements, including buildings and other structures, located on the premises are damaged or destroyed during the term of this Lease, the following shall be applicable:

a. If the damage or destruction is caused by a peril against which fire and extended coverage insurance is carried, Lessor shall repair that damage as soon as

Lease Agreement - CITY OF WOODLAKE

reasonably possible and restore the premises and improvements to substantially the same condition as existed before the damage or destruction, regardless of whether the insurance proceeds are sufficient to cover the actual cost of repair and restoration. If insurance has lapsed or not been carried, Lessor shall be solely responsible for the full cost and expense of necessary repairs.

b. Notwithstanding any other provision of this Lease, if any improvement located on the premises are damaged or destroyed to such an extent that it will cost more than \$20,000.00 to repair or replace them, and the damage or destruction is caused by a peril against which insurance is not required to be carried by this lease, Lessor may terminate this Lease by giving Lessee written notice of termination. The notice must be given with 60 days after occurrence of the damage or destruction.

c. Lessor and Lessee shall have the right to terminate this Lease if the premises are damaged or destroyed from any cause whatsoever, insured or uninsured, and the laws then in existence do not permit the repair or restoration of the premises provided for in this Agreement.

d. Either party may terminate this Lease, pursuant to the terms of this section, by giving written notice of termination to the other not later than 30 days after occurrence of the event giving rise to the right to terminate under this section, and termination shall be effective as of the date of the notice of termination. In the event of a termination under subsection b, Lessee shall not be entitled to collect any insurance proceeds attributable to insurance policies covering the premises or improvements, except those proceeds attributable to Lessee's personal property and trade fixtures.

e. If this Lease is terminated pursuant to this section, rent, taxes, assessments, and other sums payable by Lessee to Lessor under this lease shall be prorated as of the termination date. If any taxes, assessments, or rent has been paid in advance by Lessee, Lessor shall refund it to Lessee for the unexpired period for which the payment has been made.

f. Any and all repairs and restoration of improvements required by this section shall be commenced by Lessor, as the case may be, within a reasonable time after occurrence of the damage or destruction requiring the repairs or restoration; shall be diligently pursued after being commenced; and shall be completed within a reasonable time after the loss. If Lessor is required under this lease to perform the repairs and restoration, Lessor shall cause the repairs and restoration to be completed not later than 180 days after occurrence of the event causing destruction or Lessee shall have the right to terminate this Lease.

g. If the damage or destruction to the premise is caused by a peril against which insurance is not carried under this Lease, rent shall be abated only for the time

Lease Agreement - CITY OF WOODLAKE

and to the extent Lessee is prevented from occupying the premises for the uses authorized in this Lease.

h. If the damage or destruction is caused by a peril against which insurance is carried, Lessee shall continue to pay the full amount of rent required under this Lease notwithstanding the fact that damage or destruction renders the premises either partially or completely uninhabitable for the uses authorized by this Lease.

15. **INDEMNIFICATION:** Lessor shall not be liable in any manner for any loss, damage or injury to the person or property of said Lessee, or Lessee's agents or employees, or to persons invited to and permitted by Lessee to come upon or about the leased premises, sidewalks, entryways and parking areas or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said Lessee, or Lessee's agents or employees. Lessee agrees to indemnify and save harmless Lessor from any and all such liability, damage, cost and expense, to protect Lessor against any claim, to defend Lessor against any such claim that may be made, or any action that may be brought against said Lessor relating to the leased premises, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs. Lessee further agrees that Lessor shall not be liable or accountable to any person and particularly, without limitation, to Lessee or any one claiming under or through Lessee for any damage occasioned by or from plumbing, gas, water, steam, sewerage, electrical wiring, pipes or other apparatus or the bursting, leaking or running of any water closet, tank, plumbing, or other damage occasioned, being, or coming down, upon said leased premises and improvements from the roof, or any skylight, trapdoor or elsewhere from act or neglect of any person or occupant or adjacent or contiguous property, except as to an intentional or negligent act of Lessor, its agents or employees.

Lessee shall not be liable in any manner for any loss, damage or injury to the person or property of said Lessor, or Lessor's agents or employees, or to persons invited to and permitted by Lessor, to come upon or about the leased premises, sidewalks, entryways, driveways and parking areas or adjacent property, or to any other persons, by reasons of anything done, permitted to be done or suffered, or omitted to be done by said Lessor, or Lessor's agents or employees. Lessor agrees to indemnify and save harmless Lessee from any and all such liability, damage, cost and expense, to protect Lessee against any claim therefor, to defend Lessee against any such claim that may be made, or any action that may be brought against said Lessee relating to the leased premises, sidewalk, entryway, driveways, parking areas or adjacent property, and to pay all costs and expenses of such protection and defense, including attorney's fees and court costs.

Lessee shall not and does hereby agree not to conduct any activities or keep any materials, substances or articles in or about the premises which will or may impair or invalidate, or increase the premium costs of insurance policies that may be carried by the Lessor.

Lease Agreement - CITY OF WOODLAKE

16. **LIABILITY INSURANCE:** Lessee agrees to obtain and keep in full force during the term hereof of this Agreement, at Lessee's expense, public liability and property damage insurances with companies and through brokers approved by Lessor to protect against liability for any public incident due to the use of and/or resulting from any accident occurring in or about said premises. Such insurance shall be not less than one million dollars (\$1,000,000.00) for any one public liability accident nor less than five hundred thousand dollars (\$500,000.00) for any one property damage incident. These policies shall be issued to the joint benefit of Lessor and Lessee. Lessor shall be furnished with copies of all said insurance policies and all endorsements thereto, and with appropriate certificates evidencing the insurance coverage afforded thereby, at the time of signature and execution of this Lease. Said policies shall provide the above described coverage, shall not be canceled without Lessor approval, and shall not be canceled without sixty (60) days prior written notice to Lessor.

17. **USE OF PREMISES:** Lessee shall use the leased premises for the purpose of conducting therein and thereon the maintenance and operation of a restaurant and for no other purpose whatsoever without the written consent of Lessor.

18. **ASSIGNMENT AND SUBLEASE:** Lessee shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof, without first obtaining the written consent of Lessor to do so. Any transfer or assignment of this Lease by operation of law without the written consent of Lessor shall make this Lease voidable at the option of Lessor.

19. **LESSEE'S DEFAULT:**

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

(1) Failure to pay rent when due, if the failure continues for three (3) days after notice of default has been given to Lessee.

(2) Abandonment and vacation of the premises failure to occupy and operate the premises for ten (10) consecutive days shall be deemed an abandonment and vacation, except as provided in Paragraph 14, above.

(3) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to Lessee. If the default cannot reasonably be cured within ten (10) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

Lease Agreement - CITY OF WOODLAKE

Lessor, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lessor at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor within ten (10) days after notice to Lessee from Lessor that said sum has been paid; and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Lessor until Lessor is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive, but are cumulative in addition to any remedies now or later allowed by law. Lessor may continue this Lease in full force and effect, and the Lease shall continue in effect as long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to collect rent when due. During the period Lessee is in default, Lessor can enter the premises and re-let them, or any part of them, to third parties for Lessee's account. Lessee shall be liable immediately to Lessor for all costs Lessor incurs in re-letting the premises, including, without limitation, broker's commissions, expenses of remodeling the premises required by the re-letting, and all other associated costs. Re-letting may be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay to Lessor the rent due under this Lease on the dates the rent is due, less the rent Lessor receives from any re-letting. No act by Lessor allowed by this paragraph shall terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease. After Lessee's default and for as long as Lessor does not terminate Lessee's right to possession of the premises, if Lessee obtains Lessor's written consent, Lessee shall have the right to assign or sublet Lessee's interest in this Lease, but Lessee shall not be released from liability, Lessor's consent to a proposed assignment or subletting.

If Lessor elects to re-let the premises as provided in this paragraph, rent that Lessor receives from re-letting shall be applied to the payment of first, any indebtedness from Lessee to Lessor other than rent due Lessee; second, all costs, including for maintenance, incurred by Lessor in re-letting; and third, rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Lessor receives from re-letting shall be held by Lessor and applied in payment of future rent as rent becomes due under this Lease. In no event shall Lessee be entitled to any excess rent received by Lessor. If, on the date rent is due under this Lease, the rent received from the re-letting is less than the rent due on that date from Lessee, Lessee shall pay to Lessor, in addition to the remaining rent due, all costs, including for maintenance, Lessor incurred in re-letting that remain after applying the rent received from the re-letting as provided in this paragraph.

b. In the event of default, Lessor can terminate Lessee's right to possession of the premises at any time. No act by Lessor other than giving notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease shall not

Lease Agreement - CITY OF WOODLAKE

constitute a termination of Lessee's right to possession. Upon termination, Lessor has the right to recover from Lessee:

- (1) The value, at the time of the award, of the unpaid rent that had been accrued at the time of termination of this Lease;
- (2) The value, at the time of the award, of the amount by which the unpaid rent that would have been accrued after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided;
- (3) The value, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided; and,
- (4) Any other amount, and Court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

"The value, at the time of the award," as used in subparagraphs (1) and (2) of this paragraph, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The value, at the time of the award," as referred to in subparagraph (3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

20. **LESSOR'S DEFAULT:** Lessor shall in no event be in default in the performance of any of its obligations contained in this Lease unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying where Lessor has failed to perform any such obligation.

21. **SUBORDINATION OF LEASE:** Lessee agrees that this Lease is and shall always be subordinate to any mortgage, deed of trust, or other instrument of security which has been or shall be placed on the land and building, of which the demised premises form a part, and such subordination is hereby made effective without any further act by Lessee. In the event any foreclosure proceedings are brought on any mortgage, deed of trust or other instrument of security to which this Lease is subordinate, Lessee agrees that the holder of such instrument of security, or transferee under a trustee or foreclosure sale, shall have the option of continuing this Lease upon the same terms, covenants and conditions herein contained.

22. **ATTORNEY'S FEES:** In the event it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorney's fees incurred in connection with such legal proceedings. Any action or

Lease Agreement - CITY OF WOODLAKE

proceeding brought by any party to enforce the terms or conditions of this Agreement shall be brought in Tulare County, California.

23. **BANKRUPTCY:** Either the appointment of a receiver to take possession of all or substantially all of the assets of the Lessee, a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall, at the option of the Lessor, constitute a breach of the Lease by the Lessee and shall entitle the Lessor to immediately cancel or terminate the Lease, in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises leased but shall forthwith quit and surrender the premises, and Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or moneys received from Lessee or others on behalf of Lessee.

24. **CONDEMNATION:** If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible for occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the leased part remaining after the condemnation bears to the value of the leased premises at the date of condemnation. If all of the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part or all of the leased premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Lessor and the Lessee shall have no claim thereto, and the Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereby by reason of the condemnation of all, or a part of the leased premises.

25. **PARKING AREA:** Lessee shall have the right to use any walk, driveway or parking area which is a part of the leased premises. In connection with the parking area, Lessee shall have the nonexclusive right to use the common parking area. The commercial building, as identified in Exhibit A, is subject to certain non-exclusive easements for ingress and egress over and across portions of the parking.

26. **SIGNS:** Lessee shall not permit or suffer signs, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of the premises, or on the building, except as authorized in writing by the Lessor.

27. **TIME OF ESSENCE:** Time is of the essence for each and every covenant herein contained.

Lease Agreement - CITY OF WOODLAKE

28. **HOLDING OVER:** If Lessee should hold possession of said premises or any part thereof, after the expiration of the term of this Lease, then such holding over shall constitute an unlawful detainer by Lessee, and any holding over shall be deemed a tenancy from month to month only, upon the same terms, covenants and conditions herein stipulated, except that the monthly rental shall be two times the rent on the last month's rent.

29. **WAIVER OF BREACH:** In the event Lessor shall waive one or more breaches of any of the terms of this Lease, Lessor shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to Lessor are cumulative and the election of Lessor to proceed under any one or any number of such remedies shall in no manner abrogate Lessor's right to maintain or enforce any or all of the remaining rights or remedies herein given to Lessor.

30. **BINDS SUCCESSORS:** This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

31. **NOTICES:** All notices, demands and requests from Lessor to Lessees shall be given in writing to Lessee, Wendall Reed and Charlotte Scott, at 861 S. Valencia, Woodlake, California 93286, or personally served on him.

All notices, demands and requests from Lessee to Lessor shall be given to Lessor, CITY OF WOODLAKE, Attention: City Clerk, at 350 N. Valencia Ave., Woodlake, California, 93286, or personally served on City Clerk.

32. **ENTIRE AGREEMENT:** This Lease and its Exhibit referenced herein contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid. Modifications to this Agreement can only be made if they are in writing and signed by all parties.

Lease Agreement - CITY OF WOODLAKE

33. **ABANDONMENT OF PERSONAL PROPERTY:** If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

34. **VALIDITY:** If any term or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

35. **SIGNATURES:** IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written.

The Lessee agrees to lease the premises from Lessor on the terms and conditions set forth above, acknowledges that she has inspected the premises and that the premises are in good order and repair.

LESSEE:
Wendall Reed

Charlotte Scott

Date _____

Date _____

The Lessor agrees to lease the premises to Lessee on the terms and conditions set forth above, and acknowledges receipt of proof of insurance, pursuant to Paragraph 16 of this Agreement.

LESSOR:
City of Woodlake

By _____
Date

Exhibit A

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

1EA	IMPERIAL IR-G48 48" GRIDDLE W/TWO OVENS
2EA	IMPERIAL FRYER IFS-40
1EA	IMPERIAL FOUR BURNER HOT PLATE # IHPA-4-24
1EA	DUKE HOT FOOD WARMER # 304E
1EA	REFRIGERATED FOOD PREP TABLE BEV. AIR # SPE48-12
1EA	TWO DOOR REFRIGERATION BEV. AIR # KR48-1
1EA	SINGLE DOOR FREEZER BEV. AIR # KF24-1
1EA	S/S THREE COMPARTMENT CORNER SINK
1EA	S/S WORKS TABLE 48" W/DRAWERS
1EA	S/S DROP-IN SINK W/FAUCET
1EA	S/S SOIL SIDE DISHTABLE W/SCRAP SINK
1EA	S/S CLEAN SIDE DISHTABLE 60"x30"
1EA	CMA CORNER DISHMACHINE # EVA-2000
20EA	EURO CHAIRS, OAK W/BLACK SEATS
3EA	EURO BARSTOOL OAK W/BLACK SEAT
1EA	CUSTOM "C" BOOTH 4'x8'x8'x4'
1EA	CUSTOM BENCH BANQUETTE STYLE SEAT 10'x3'
3EA	CUSTOM TABLE WITH BASE, 24"x30" TWO WITH SLIDE IN TRACK KITS
4EA	CUSTOM TABLE WITH BASE, 36"x36"
5EA	CUSTOM PULLMAN STYLE BOOTH, 4'x6' / WITH TABLE AND BASE
1EA	CUSTOM CUSTOMER, 90"x24"x41" WITH OPEN STORAGE

1EA	CUSTOM CUSTOMER, 48"x24"x41" WITH OPEN STORAGE
1EA	COMMERCIAL TOASTER 4-SLIDE POP-UP # WCT 800
2EA	HIGH CHAIR/BOOSTER SEAT
4EA	20" ADAPTOR BARS FOR STEAMTABLE
2EA	IMPERIAL OVEN RACKS
1EA	48" WALL MOUNT TICKET SLIDE
12EA	S/S WALL SHELVES VARIOUS SIZES
2EA	WARING DRINK MIXERS, 3 HEAD SPINDLES
1EA	COMMERCIAL MICROWAVE OVEN PANASONIC 1000 WATTS # NE1024
1EA	REFRIGERATED FOOD PREP TABLE W/CASTERS # TSSU-27-8
4EA	S/S SPILLAGE PANS
40EA	S/S DEEP PAN INSERTS
31EA	PAN COVERS
12EA	S/S DEEP CLR PANS WITH COVERS
6EA	S/S BLENDERS CUPS FOR SPINDLE MIXER
1EA	OVERHEAD FOOD WARMER # OH48H7T

City of Woodlake

AGENDA ITEM V-C

February 26, 2018

Prepared by Jason Waters, City Staff

SUBJECT:

Information: Woodlake Cannabis Tax Rate Considerations

BACKGROUND:

On November 7, 2017 Woodlake residents voted to enact a cannabis business tax on all cannabis businesses within Woodlake city limits.

DISCUSSION:

The Woodlake Cannabis Tax Measure authorizes City Council to establish the tax rates for all cannabis businesses within Woodlake city limits. City staff has reviewed several rates from throughout the state to determine an acceptable and competitive rate for cannabis businesses in Woodlake.

City Council can approve and change the rate as needed, but each year Council will formally adopt the rate structure for the following year. The Cannabis Tax Measure authorizes Council to establish a rate that does not exceed \$25 per SF or 10% of gross receipts.

Staff will provide a list of recommended rate ranges so that Council may have a reference point when considering Woodlake's tax.

FISCAL IMPACT:

Any taxes generated from cannabis businesses will be used for Woodlake general services.

ATTACHMENTS:

1. Result of Rate Study – Power Point Presentation Under Separate Cover