

Date: October 8, 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-B)

A. Action: Approval of Minutes of the regular meeting held on September 24, 2018 (Pages 1-3)

B. Action: Approval of Warrants (Pages 4-50)

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Approve Regulatory and Conditional Use Permit 18-009, Premium Extracts – **PUBLIC HEARING** (Pages 51-54)
- B. Action: Adoption of Resolution: Approve the Categorical Exemption for Premium Extracts (Pages 55-57)
- C. Action: Adoption of Resolution: Accept the Notice of Completion for the Chlorination, SCADA and Sand Separator Project Constructed by Brough Construction (Pages 58-62)
- D. Action: Adoption of Resolution: Enter into a Purchase and Sale Agreement for the Property with APN No. 060-170-071 and 060-170-098 (Pages 63-87)

VI. OTHER BUSINESS

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

VII. CLOSED SESSION

- 1. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)** (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property Description (Specify street address, or if no street address, the parcel number or other unique reference): APN# 060-170-071

Our Negotiator: City Administrator, Ramon Lara

Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment.

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, October 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

PRESENT: Councilmembers Mendoza, Ortiz, Gonzalez, Lopez & Martinez

OTHERS: Lara, Marquez, Waters, Zamora & Zacarias

ABSENT:

FLAG SALUTE

PUBLIC COMMENT

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 September 10, 2018
- B. Action: Approval of Warrants
- C. Action: Adoption of Resolution: Approval of the August 2018 Monthly Report of Investments
- D. Action: Adoption of Resolution: Approve the Categorical Exemption for Buttonwillow
- E. Action: Approval of Proclamation: Approving the Proclamation Declaring October 14-20, 2018 as Freedom From Bullies Week

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

V. ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Approval of Expenditure Plan for Local Law Enforcement Funds as Authorized by Assembly Bill 3229 – PUBLIC HEARING
Chief Marquez reported the following: Assembly Bill (AB) 3229 declares that there is a need for additional resources at the local level to fight crime and protect public safety. To do so, AB 3229 creates the Citizens Option for Public Safety (COPS) Program. The bill allocates money to cities and counties for law enforcement and public safety purposes. The City of Woodlake was awarded \$100,000 in COPS funds for the current fiscal year. This same amount has been awarded annually to the City for the past decade. The City of Woodlake has posted a notice for public hearing to invite the public to comment on the proposed expenditures. This plan will enhance the City’s current crime prevention program involving cooperation between community residents and law enforcement personnel to control, detect and investigate crime and assist in the prosecution of criminals.

Continue to enhance, support and participate in the following programs:

- Crime Free Multi-Housing
- Business Watch
- Neighborhood Watch
- Traffic Enforcement Programs
- Juvenile Crime Reduction Programs
- Drug and Gang Task Forces

COPS funds must be used on front line law enforcement services and may not be used to supplant existing law enforcement services. “Front line law enforcement services” is not specifically defined, but it includes “anti-gang” and “community crime prevention programs”. There is no provision in AB 3229 permitting

requests for funding to be made directly by community activists to the town council.

Mayor Mendoza opened the meeting for public comment.

PUBLIC COMMENT OPENED: 6:36 PM

PUBLIC COMMENT CLOSED 6:37 PM

ON A MOTION BY MARTINEZ, SECOND BY LOPEZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE ASSEMBLY BILL 3229. APPROVED UNANIMOUSLY.

- B. Action: Adoption of Resolution: Approve the Indemnification Agreement Between the Woodlake Unified School District and the City of Woodlake
City Administrator Lara reported the following: The Woodlake Unified School District is currently constructing an Emergency Repair Project that will improve storm drain facilities throughout the Woodlake High School campus. As part of the improvements they will increase their storm water impacts on the City of Woodlake storm drain system and that of neighboring properties. As part of the City's review of the project the City required an on-site retention basin as the City can no longer continue to safely absorb the impacts of the Woodlake Unified School District's storm water on the City's system. At this time the District does not have the funds to construct a retention basin and has agreed to indemnify the City from any liability that may arise in the future due to their storm water and pool water systems continuing to drain into the City storm drain system and neighboring properties.

ON A MOTION BY MARTINEZ, SECOND BY ORTIZ IT WAS VOTED TO ADOPT THE RESOLUTION AND APPROVE THE INDEMNIFICATION AGREEMENT WITH THE WOODLAKE UNIFIED SCHOOL DISTRICT. APPROVED UNANIMOUSLY.

VI. OTHER BUSINESS

A. Information: Items from Staff

Community Services Director Waters – Reported the first 10 Wutchumna Heights homes should be done by early December. Plans for Castle Rock Community were submitted today.

City Administrator Lara – Reported Caltrans should sign off the completion of the North Valencia project this week. The South Valencia project started today. Work will begin today on the Eagle perch. The trees should begin to come down on Monday. Staff hopes to do the final walk thru of the Community Center on Thursday and complete by Friday.

Chief Marquez – Reported the Woodlake Lions Cruise Night and Car Show and the Homegrown's Mariachifest were all great events with no incidents. A local business had their front windows broken which resulted in over \$10,000 in damages. A female suspect was arrested.

B. Information: Items from Council

Councilmember Ortiz – Reported there will be a Celebration of Life for Jim Crawford on Saturday, October 13th at Running P Ranch, 19524 Avenue 364, Woodlake. Celebration starts at 11 am.

Mayor Mendoza – Reported he attended the One Voice conference in Washington, DC. The main topics were transportation and water projects. Councilmembers Ortiz and Martinez interviewed students for the Student Representative position and agreed on 2 students, Daniela Frausto and Rojelio Chavez. They will serve as a team and will attend their first meeting on October 8th.

C. Request from Council Members for Future Agenda Items

VII. CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)** (Government Code § 54956.8). It is the intent of this governing body to meet in closed-session to confer with its real property negotiator concerning the purchase, sale, exchange, or lease of real property by or for this local agency as follows:

Property Description (Specify street address, or if no street address, the parcel number or other unique reference): APN# 060-170-071

Our Negotiator: City Administrator, Ramon Lara

Parties with whom negotiating: _____

Instructions to negotiator concerning: Price Terms of payment.

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

NOTICE TO THE PUBLIC

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VIII. ADJOURN

The next scheduled City Council meeting will be held on Monday, October 8, 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 7:04 PM

Submitted by,

Irene Zacarias
City Clerk

City of Woodlake
Summary of Disbursements and Payroll
City Council Meeting : October 8, 2018

PAYROLL

09/14/2018 (City) \$54,522.50
09/14/2018 (Fire) \$10,006.23

Gross Payroll	\$64,528.73
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DISBURSMENTS / WARRANTS

10/5/2018 \$693,454.77

Total Disbursements	\$693,454.77
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WIRES

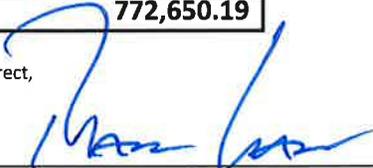
PAYROLL TAX WIRE CITY \$ 11,815.75
 FIRE \$ 2,850.94

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

Total Wire Amount Sent Out	\$ 14,666.69
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Amount to be Approved	\$ 772,650.19
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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 8th day of October 2018.
by the following vote:**

Ayes:
Noes:
Absent:
Abstain:

Mayor, Rudy Mendoza

City Clerk, Irene Zacarias

PERIOD 1 DATING 8/26/2018- 9/08/2018 CHECK DATE 9/14/2018
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
47790	1,531.59	220	1 STUB ONLY
47791	4,087.68	208	1 STUB ONLY
47792	2,130.06	210	1 STUB ONLY
47793	990.21	206	1 STUB ONLY
47794	2,820.57	212	1 STUB ONLY
47795	2,246.99	207	1 STUB ONLY
47796	1,106.86	173	1 STUB ONLY
47797	72.03	221	1 STUB ONLY
47798	1,361.04	571	1 STUB ONLY
47799	2,670.74	535	1 STUB ONLY
47800	1,561.37	568	1 STUB ONLY
47801	890.96	574	1 STUB ONLY
47802	2,038.43	539	1 STUB ONLY
47803	313.99	575	1 STUB ONLY
47804	999.10	555	1 STUB ONLY
47805	1,621.11	561	1 STUB ONLY
47806	1,676.35	564	1 STUB ONLY
47807	1,285.15	572	1 STUB ONLY
47808	2,967.07	549	1 STUB ONLY
47809	1,142.04	566	1 STUB ONLY
47810	2,029.29	554	1 STUB ONLY
47811	1,739.97	552	1 STUB ONLY
47812	231.63	573	1 STUB ONLY
47813	1,329.40	570	1 STUB ONLY
47814	1,856.46	215	1 STUB ONLY
47815	1,556.87	134	1 STUB ONLY
47816	948.66	218	1 STUB ONLY
47817	1,178.19	216	1 STUB ONLY
47818	1,024.88	219	1 STUB ONLY
47819	1,380.37	217	1 STUB ONLY
47820	1,261.86	159	1 STUB ONLY
47821	2,141.91	209	1 STUB ONLY
47822	1,596.27	211	1 STUB ONLY
47823	973.88	214	1 STUB ONLY
47824	1,759.52	188	1 STUB ONLY

PERIOD 1 DATING 8/26/2018- 9/08/2018 CHECK DATE 9/14/2018
 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

	54,522.50	*DIRECT DEPOSIT STUBS	35
	0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

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

RUN- 9/13/2018 11:57:50 PAGE 1

GROSS PAY

CITY-GROSS REPORT-PAYROLL #6-3Q FY18/19
08/26/18-09008/18 PAYROLL DATE: 09/14/18

PR4B0R-V14.08

Paymate

EMP #	CUR AMT	CUR HRS
215	2,757.62	93.75
571	1,803.23	80.00
221	78.00	6.50
214	2,233.47	80.00
535	3,396.63	104.00
568	1,903.23	80.00
574	1,080.00	72.00
159	1,645.76	83.82
220	2,141.85	89.50
539	2,901.69	80.00
575	340.00	17.00
188	2,357.53	80.00
555	1,311.30	70.50
561	2,038.85	80.00
209	2,695.00	80.00
564	2,442.54	93.00
208	5,699.23	80.00
173	1,742.78	80.00
572	1,600.00	80.00
549	4,384.62	80.00
566	1,963.85	80.00
554	2,415.08	80.00
210	2,882.30	80.00
211	2,792.32	80.00
206	1,488.00	80.00
218	1,194.46	80.00
216	1,461.68	82.50
219	1,276.59	84.50
217	1,802.92	80.00
552	2,415.08	80.00
134	2,126.83	81.50
573	264.00	22.00
570	1,660.00	82.00
212	4,105.38	80.00
207	2,736.92	80.00
PAGE TOTALS ***	75,138.74	2,662.57
35 EMPLOYEES		
FEATURE TOTALS *	75,138.74	2,662.57
35 EMPLOYEES		

PERIOD 1 DATING 8/26/2018- 9/08/2018 CHECK DATE 9/14/2018
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	CODE	CHECK SEQ
47782	736.52	4044	1 STUB ONLY
47783	1,378.69	4042	1 STUB ONLY
47784	221.76	4036	1 STUB ONLY
47785	804.83	4010	1 STUB ONLY
47786	49.40	4026	1 STUB ONLY
47787	2,214.31	4018	1 STUB ONLY
47788	2,942.37	4022	1 STUB ONLY
47789	1,658.35	4041	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

10,006.23	*DIRECT DEPOSIT STUBS	8
0.00	*VENDOR DIR DEP STUBS	0

PAY INFORMATION

O/T T-1/2 03

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

CITY-O/T REPORT-PAYROLL #6-30 FY18/19
08/26/18-09008/18 PAYROLL DATE: 09/14/18

RUN- 9/13/2018 11:58:05 PAGE 1
PR4B0R-V14.08 Paymate

	EMP #	CUR AMT	CUR HRS
	215	516.33	13.25
	535	1,023.09	24.00
	159	62.81	2.16
	220	323.84	9.50
	564	478.69	13.00
	219	44.79	2.00
	570	60.00	2.00
PAGE TOTALS ***	7 EMPLOYEES	2,509.55	65.91
FEATURE TOTALS *	7 EMPLOYEES	2,509.55	65.91

PAY INFORMATION

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

RUN- 9/13/2018 11:57:33 PAGE 1
PR4B0R-V14.08 Paymate

GROSS PAY

FIRE-GROSS REPORT-PAYROLL #6-3Q FY18/19
08/26/18-09008/18 PAYROLL DATE: 09/14/18

	EMP #	CUR AMT	CUR HRS
	4044	871.50	83.00
	4042	1,639.20	120.00
	4036	252.00	24.00
	4010	871.50	83.00
	4026	53.50	107.00
	4018	2,813.08	80.00
	4022	3,669.20	179.00
	4041	2,083.80	136.00
PAGE TOTALS ***	8 EMPLOYEES	12,253.78	812.00
FEATURE TOTALS *	8 EMPLOYEES	12,253.78	812.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BANK BANK OF THE SIERRA				
000593	ABH FOX SOLUTIONS	66024	10/05/18	2,140.00
000783	AFLAC	66025	10/05/18	483.18
001772	AGEE CONSTRUCTION CORP	66026	10/05/18	302,002.17
000401	AIR MOBILE COMMUNICATION	66027	10/05/18	145.00
001212	AT&T	66028	10/05/18	384.70
001801	AT&T (NEW)	66029	10/05/18	1,147.76
000464	AWARDS & SIGNS UNLIMITED	66030	10/05/18	282.10
000364	B. S. & E. CO. INC.	66031	10/05/18	201.25
000334	BANK OF AMERICA	66032	10/05/18	7,499.00
001294	BEATWEAR, INC.	66033	10/05/18	2,178.15
001315	BILL WALL'S DIRECT APPRO	66034	10/05/18	159.60
001765	BRICKS 'R US	66035	10/05/18	491.00
001550	BROUGH CONSTRUCTION	66036	10/05/18	12,745.31
000351	BSK ASSOCIATES	66037	10/05/18	918.00
000915	CA STATE DISBURSEMENT UN	66038	10/05/18	600.00
000956	CA STATE DISBURSEMENT UN	66039	10/05/18	650.76
001199	CALIF BUILDING STDS COMM	66040	10/05/18	129.00
001748	CALIFORNIA STATE	66041	10/05/18	801.22
001144	CALIFORNIA STATE DISBURS	66042	10/05/18	100.00
001173	CENTRAL VALLEY BUSINESS	66043	10/05/18	145.40
001750	CENTRAL VALLEY TOXICOLOG	66044	10/05/18	156.00
001836	CISCO TIRES	66045	10/05/18	134.19
001830	CORE & MAIN LP	66046	10/05/18	1,338.29
001837	COVANTA ENERGY LLC	66047	10/05/18	164.25
000863	CRAIGS AUTO PARTS	66048	10/05/18	814.89
000107	DEPARTMENT OF CONSERVATI	66049	10/05/18	338.26
000753	DEPARTMENT OF JUSTICE	66050	10/05/18	35.00
001816	DEPT. OF FORESTRY & FIRE	66051	10/05/18	1,142.00
001622	DIRECT MEDIA INC.	66052	10/05/18	1,000.00
001441	DORADO/DENISE K.	66053	10/05/18	1,200.00
001496	E.H. WACHS	66054	10/05/18	367.02
000514	EMPIRE SUPPLY CO., INC.	66055	10/05/18	119.31
001745	FG CONCRETE CONSTRUCTION	66056	10/05/18	4,323.10
001764	FIRST DATA GLOBAL LEASIN	66057	10/05/18	6.96
000898	FOOTHILLS SUN-GAZETTE/TH	66058	10/05/18	115.00
000025	GAS COMPANY/THE	66059	10/05/18	77.48
001833	GAS RANCH MINI MART	66060	10/05/18	1,408.99
000253	GOODYEAR COMMERCIAL TIRE	66061	10/05/18	792.18
001723	GRISWOLD, LASALLE, COBB,	66062	10/05/18	6,390.28
000118	GROSS & STEVENS	66063	10/05/18	49.95
000846	GUARDIAN-APPLETON	66064	10/05/18	3,006.30
001618	HAL CRUMLY INC	66065	10/05/18	1,152.11
001835	HUBCAP & WHEEL	66066	10/05/18	130.20
000807	IDEA PRINTING & GRAPHICS	66067	10/05/18	253.22
001734	KLASSEN CORPORATION	66068	10/05/18	273,203.20
000017	LUIS NURSERY	66069	10/05/18	86.20
001832	MAGNETAR US INC	66070	10/05/18	400.00
000530	MONARCH FORD	66071	10/05/18	75.40

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK	BANK OF THE SIERRA				
	001135 MUNICIPAL CODE CORP	66072	10/05/18	275.00	
	001815 NUTRIEN AG SOLUTIONS	66073	10/05/18	676.36	
	001639 PLANET	66074	10/05/18	15.37	
	001154 PORTERVILLE/ CITY OF	66075	10/05/18	1,380.00	
	001692 PRECISION BRAKE & WHEEL	66076	10/05/18	468.11	
	000022 QUAD - KNOFF	66077	10/05/18	1,150.33	
	000024 SOUTHERN CALIF EDISON CO	66078	10/05/18	2,538.74	
	001605 ST JOHN'S RIVER	66079	10/05/18	330.00	
	001736 STATE OF CALIFORNIA	66080	10/05/18	100.00	
	001805 SUPERIOR POOL PRODUCTS L	66081	10/05/18	441.99	
	001727 TRANSUNION RISK AND ALTE	66082	10/05/18	25.00	
	001453 TULARE CO. SHERIFF'S OFF	66083	10/05/18	412.54	
	001520 ULINE	66084	10/05/18	371.85	
	001146 USA BLUE BOOK	66085	10/05/18	898.43	
	001352 VALLEY ELECTRIC SUPPLIER	66086	10/05/18	21.69	
	000141 VALLEY IND & FAM MED GRP	66087	10/05/18	545.00	
	001200 VINCENT COMMUNICATION	66088	10/05/18	39.53	
	001831 VISALIA SIGNS INC	66089	10/05/18	881.20	
	001800 VISUAL INK	66090	10/05/18	553.76	
	000028 WOODLAKE HARDWARE CO	66091	10/05/18	5.52	
	000083 WOODLAKE/CITY OF	66092	10/05/18	150.00	
	BANK OF THE SIERRA			642,763.80	***

ACS FINANCIAL SYSTEM
10/05/2018 12:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 3

BANK VENDOR

CHECK# DATE

AMOUNT

REPORT TOTALS:

642,763.80

RECORDS PRINTED - 000181

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ABH FOX SOLUTIONS							
ANTIVRS SCAN 10/2018	80.00	CONTRACTURAL SERVICES	001.0411.060.028		4814		716 00149
CMMNTY CNTR PROJ 10/2018	2,060.00	COMMUNITY CENTER - CITY	001.0550.080.536		4816		716 00170
	2,140.00	*VENDOR TOTAL					
AFLAC							
SUPPLMNTL INS. 10/2018	483.18	ACCIDENT & DIS INS WITHH	001.0000.200.038		626685		716 00001
AGEE CONSTRUCTION CORP							
N.VLNCA IMPRVMNT 10/18	34,639.65	N. VALENCIA PROJ. CONSTR	025.0590.740.072		6		716 00016
N.VLNCA IMPRVMNT 10/18	267,362.52	N. VALENCIA PROJ. CONSTR	025.0590.740.072		6		716 00017
	302,002.17	*VENDOR TOTAL					
AIR MOBILE COMMUNICATION							
PAGER REPAIR 10/2018	145.00	RADIO & PAGER MAINTENANC	004.0414.060.033				716 00083
AT&T							
SHOP DEPT 10/2018	66.39	TELEPHONE	001.0418.060.020				716 00120
WATER DEPT. 10/2018	18.94	TELEPHONE	063.0463.060.020				716 00121
SEWER DEPT. 10/2018	38.28	TELEPHONE	062.0462.060.020				716 00122
AIRPRT ATM LINE 10/2018	18.94	UTILITIES	041.0441.060.021				716 00123
CALNET 3 10/2018	77.13	TELEPHONE	004.0414.060.020		11943929		716 00084
BAN#9391065524	165.02	TELEPHONE	001.0410.060.020		11945016		716 00150
	384.70	*VENDOR TOTAL					
AT&T (NEW)							
FD INTERNET USE 10/18	75.25	TELEPHONE	004.0414.060.020		2753904400		716 00023
GENERAL ADMIN 10/2018	5.31	TELEPHONE	001.0402.060.020		2753904400		716 00024
CITY CLERK 10/2018	5.23	TELEPHONE	001.0403.060.020		2753904400		716 00025
FINANCE 10/2018	9.59	TELEPHONE	001.0404.060.020		2753904400		716 00026
PLANNING 10/2018	6.02	TELEPHONE	001.0405.060.020		2753904400		716 00027
BUILDING INSPECTN 10/18	4.28	TELEPHONE	001.0415.060.020		2753904400		716 00028
PBLC WRKS/ENGNRNG 10/18	8.72	TELEPHONE	001.0416.060.020		2753904400		716 00029
PARKS 10/2018	30.35	TELEPHONE	001.0421.060.020		2753904400		716 00030
STREETS 10/2018	11.73	TELEPHONE	001.0422.060.020		2753904400		716 00031
REFUSE 10/2018	85.34	TELEPHONE	061.0461.060.020		2753904400		716 00032
SEWER 10/2018	238.51	TELEPHONE	062.0462.060.020		2753904400		716 00033
WATER 10/2018	181.77	TELEPHONE	063.0463.060.020		2753904400		716 00034
TRANSIT 10/2018	15.37	TELEPHONE	021.0424.060.020		2753904400		716 00035
PD INTERNET USE 10/2018	225.85	TELEPHONE	001.0411.060.020		2753904400		716 00036
RD YRD INTRNT USE 10/18	75.25	TELEPHONE	001.0418.060.020		2753904400		716 00037
CTY HALL PHONES 10/2018	84.60	TELEPHONE	001.0410.060.020		7112424400		716 00038
PD OFFICE PHONES 10/2018	84.59	TELEPHONE	001.0411.060.020		7112424400		716 00039
	1,147.76	*VENDOR TOTAL					
AWARDS & SIGNS UNLIMITED							
SPONSOR BANNER 10/2018	282.10	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		5459		716 00092
B. S. & E. CO. INC.							
TRAILER ROTOMIX 10/18	201.25	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		171388		716 00109

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
BANK OF AMERICA						
HH FIRE STATION 10/18	1,366.99	HOUSEHOLD FIRE STATION	004.0414.060.016			716 00052
CITY 10/2018	73.94	SPECIAL DEPARTMENT EXPEN	001.0421.060.029			716 00053
SPECIAL DEPT 10/2018	5.00	SPECIAL DEPARTMENT EXPEN	004.0414.060.029			716 00054
CITY 10/2018	50.27	SPECIAL DEPARTMENT EXPEN	001.0421.060.029			716 00055
CITY 10/2018	91.85	SPECIAL DEPARTMENT EXPEN	001.0421.060.029			716 00056
HH FIRE STATION 10/2018	211.15	HOUSEHOLD FIRE STATION	004.0414.060.016			716 00057
SPECIAL DEPT. 10/2018	18.55	SPECIAL DEPARTMENT EXPEN	004.0414.060.029			716 00058
SPECIAL DEPT 10/2018	27.54	SPECIAL DEPARTMENT EXPEN	004.0414.060.029			716 00059
OFFICE SUPPLY 10/2018	43.95	OFFICE SUPPLIES	004.0414.060.023			716 00060
CITY 10/2018	119.11	SPECIAL DEPARTMENT EXPEN	001.0421.060.029			716 00061
CITY 10/2018	381.71	SPECIAL DEPARTMENT EXPEN	001.0421.060.029			716 00062
HH FIRE STN 10/2018	54.57	HOUSEHOLD FIRE STATION	004.0414.060.016			716 00063
TRAINING 10/2018	23.50	TRAINING EXPENSE	004.0414.060.037			716 00064
FIRE STN MAINT 10/2018	3,083.14	FIRE STATION MAINTENANC	004.0414.060.034			716 00065
HH FIRE STATION 10/18	311.01	HOUSEHOLD FIRE STATION	004.0414.060.016			716 00066
TRAINING 10/2018	14.13	TRAINING EXPENSE	004.0414.060.037			716 00069
TRAINING 10/2018	114.37	TRAINING EXPENSE	004.0414.060.037			716 00070
FUEL 10/2018	51.90	VEHICLE GASOLINE	004.0414.060.035			716 00071
FUEL 10/2018	59.64	VEHICLE GASOLINE	004.0414.060.035			716 00072
TRAVEL 10/2018	17.37	TRAVEL, CONFERENCES & MT	004.0414.060.030			716 00073
TRAVEL 10/2018	13.33	TRAVEL, CONFERENCES & MT	004.0414.060.030			716 00074
TRAVEL 10/2018	46.46	TRAVEL, CONFERENCES & MT	004.0414.060.030			716 00075
TRAVEL 10/2018	63.52	TRAVEL, CONFERENCES & MT	004.0414.060.030			716 00076
TRAINING 10/2018	369.00	TRAINING EXPENSE	004.0414.060.037			716 00078
FIRE PREVENTION 10/2018	376.00	FIRE PREVENTION	004.0414.060.041			716 00080
TRAINING 10/2018	379.00	TRAINING EXPENSE	004.0414.060.037			716 00081
FIRE PREVENTION 10/2018	132.00	FIRE PREVENTION	004.0414.060.041			716 00082
	7,499.00	*VENDOR TOTAL				
BEATWEAR, INC.						
G.CANLES UNFRM ALLW10/18	629.21	UNIFORM ALLOWANCE	001.0411.050.011	5358		716 00090
DEPT EXPNS G.CNLS 10/18	523.86	CONTRACTURAL SERVICES	001.0411.060.028	5358		716 00091
S.LOPEZ UNIFORM ALWN10/18	629.21	UNIFORM ALLOWANCE	001.0411.050.011	5444		716 00088
DEPT. EXP S.LOPEZ 10/18	340.58	CONTRACTURAL SERVICES	001.0411.060.028	5444		716 00089
SUPPLIES M.MRQZ 10/18	55.29	CONTRACTURAL SERVICES	001.0411.060.028	5475		716 00128
	2,178.15	*VENDOR TOTAL				
BILL WALL'S DIRECT APPRO						
REMOTE DISBLE USER 10/18	39.60	SPECIAL DEPARTMENT EXPEN	001.0411.060.029	15777		716 00127
TRBLSHOOT 10/18	120.00	CONTRACTURAL SERVICES	001.0411.060.028	15789		716 00130
	159.60	*VENDOR TOTAL				
BRICKS 'R US						
BELDEN BRICKS 10/2018	210.00	CONTRACTURAL SERVICES	001.0421.060.028	CIOWL2		716 00040
BELDEN BRICKS 10/2018	281.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029	CIOWL3		716 00041
	491.00	*VENDOR TOTAL				
BROUGH CONSTRUCTION						
SCADA & SAND PROJ 10/18	12,745.31	CONTRACTURAL SERVICES	063.0463.060.028	17-032		716 00042

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BSK ASSOCIATES							
BACTI 10/2018	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A827259		716 00112
WEEKLY EFFLUENT 10/2018	185.00	CONTRACTURAL SERVICES	062.0462.060.028		A827319		716 00111
SPECIAL SAMPLES 10/2018	270.00	CONTRACTURAL SERVICES	063.0463.060.028		A827707		716 00110
BACTI 10/2018	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A828213		716 00103
WEEKLY EFFLUENT 10/2018	73.00	CONTRACTURAL SERVICES	062.0462.060.028		A828353		716 00104
BACTI 10/2018	210.00	CONTRACTURAL SERVICES	063.0463.060.028		A828699		716 00113
	918.00	*VENDOR TOTAL					
CA STATE DISBURSEMENT UN EMPLOYEE W/HOLDNGS 10/18	600.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00009
CA STATE DISBURSEMENT UN EMPLOYEE W/HLDNGS 10/2018	650.76	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCOTBER 2018		716 00013
CALIF BUILDING STDS COMM BLDG STNDRD FEE 10/2018	129.00	BUILDING PERMITS	001.0302.000.022		JULY-SEPT 2018		716 00118
CALIFORNIA STATE EMPLOYEE W/HLDNGS 10/2018	801.22	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00015
CALIFORNIA STATE DISBURS EMPLOYEE W/HLDNGS 10/2018	100.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00012
CENTRAL VALLEY BUSINESS G.CANALES BUS CRDS 10/18	145.40	CONTRACTURAL SERVICES	001.0411.060.028		215307		716 00133
CENTRAL VALLEY TOXICOLOG TOXICOLOGY REPORT 10/18	78.00	CONTRACTURAL SERVICES	001.0411.060.028		281260		716 00125
TOXICOLOGY REPORT 10/18	78.00	CONTRACTURAL SERVICES	001.0411.060.028		281261		716 00124
	156.00	*VENDOR TOTAL					
CISCO TIRES FLAT SERV.REPR 10/18	134.19	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		29		716 00155
CORE & MAIN LP ENCODER 10/2018	1,338.29	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		J435670		716 00165
COVANTA ENERGY LLC SPECIAL WST CHRGE 10/18	164.25	CONTRACTURAL SERVICES	001.0411.060.028		190206STANI		716 00126
CRAIGS AUTO PARTS SUPPLIES 10/2018	65.33	VEHICLE MAINTENANCE/OPER	062.0462.060.032		691877		716 00147
BATTERY/CORE DEP 10/18	155.89	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		692556		716 00146
PRIMARY WIRE 10/18	16.29	VEHICLE MAINTENANCE/OPER	001.0422.060.032		692573		716 00145
INCN STP TRN TL 10/18	12.17	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		692698		716 00144
EMER SERV ROTORS 10/18	155.19	VEHICLE MAINTENANCE/OPER	001.0411.060.032		692795		716 00143
AIR HOSE 10/2018	58.91	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		693038		716 00142
WIPER BLADE 10/2018	58.29	VEHICLE MAINTENANCE/OPER	001.0411.060.032		693241		716 00141

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CRAIGS AUTO PARTS							
HOSE END 10/2018	19.39	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		693290		716 00140
AIR FILTER 10/2018	60.23	VEHICLE MAINTENANCE/OPER	062.0462.060.032		693302		716 00139
NAPAGOLD AIR FLTR 10/18	81.81	VEHICLE MAINTENANCE/OPER	062.0462.060.032		693371		716 00138
OIL FILTER 10/2018	25.63	VEHICLE MAINTENANCE/OPER	062.0462.060.032		693376		716 00137
ADAPTER/HOSE END 10/18	8.83	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		693428		716 00136
ANTIFRZ/SOCKET 10/18	96.93	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		693459		716 00135
	814.89	*VENDOR TOTAL					
DEPARTMENT OF CONSERVATI STRNG MOTION 10/2018	338.26	BUILDING PERMITS	001.0302.000.022		JULY-SEPT.2018		716 00117
DEPARTMENT OF JUSTICE BLD ALCHL ANALYSIS 10/18	35.00	CONTRACTURAL SERVICES	001.0411.060.028		328728		716 00129
DEPT. OF FORESTRY & FIRE REMBRS 4 UNIT CRW 10/18	913.60	CONTRACTURAL SERVICES	062.0462.060.028		154669		716 00151
REMBRS 1 UNIT CREW 10/18	228.40	CONTRACTURAL SERVICES	062.0462.060.028		154670		716 00152
	1,142.00	*VENDOR TOTAL					
DIRECT MEDIA INC. SQUOIA VSTR GUIDE 10/18	1,000.00	MEMBERSHIPS & SUBSCRIPTI	001.0401.060.038		19481		716 00051
DORADO/DENISE K. EMPLYEE W/HLDNGS 10/18	1,200.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00010
E.H. WACHS REELCRAFT FITTNG 10/18	367.02	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		153801		716 00157
EMPIRE SUPPLY CO., INC. SLF CLSE FAUCET 10/2018	119.31	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		1807-E21774		716 00094
FG CONCRETE CONSTRUCTION STREET IMPRVMENTS 10/18	4,323.10	SPECIAL DEPARTMENT EXPEN	001.0422.060.029				716 00021
FIRST DATA GLOBAL LEASIN LEASE FOR CC TRMNL 10/18	6.96	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				716 00043
FOOTHILLS SUN-GAZETTE/TH PUBLIC NOTICE 10/2018	115.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		53248		716 00153
GAS COMPANY/THE FIRE STATION 10/2018	24.04	UTILITIES	004.0414.060.021				716 00086
CTY ADMIN BLDG 10/2018	38.09	UTILITIES	001.0410.060.021				716 00115
CITY YARD 10/2018	15.35	UTILITIES	001.0418.060.021				716 00116
	77.48	*VENDOR TOTAL					
GAS RANCH MINI MART VENTURI HOSE 10/2018	1,408.99	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		2941200-00		716 00101

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GOODYEAR COMMERCIAL TIRE TIRES 10/2018	792.18	VEHICLE MAINTENANCE/OPER	001.0411.060.032		172-1041914		716 00132
GRISWOLD, LASALLE, COBB, CITY CLERK 10/2018	397.50	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00002
PLNNING DEVLPMNET 10/18	3,713.60	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00003
CITY COUNCIL 10/2018	530.95	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00004
CITY MANAGER 10/2018	309.98	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00005
POLICE DEPARTMENT 10/18	713.55	LEGAL SERVICES - RETAINE	001.0411.060.025				716 00006
WDLK V CLINTON 10/2018	40.00	LEGAL SERVICES - RETAINE	001.0411.060.025				716 00007
CITY ATTORNEY 10/2018	684.70	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00008
	6,390.28	*VENDOR TOTAL					
GROSS & STEVENS ALIGNMENT PD#14 10/18	49.95	VEHICLE MAINTENANCE/OPER	001.0411.060.032		102839		716 00107
GUARDIAN-APPLETON EMPLYR CONTRBTN 10/2018	31.24	HEALTH INSURANCE	001.0403.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	41.68	HEALTH INSURANCE	001.0404.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	17.52	HEALTH INSURANCE	001.0405.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	41.05	HEALTH INSURANCE	001.0415.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	16.33	HEALTH INSURANCE	001.0416.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	99.17	HEALTH INSURANCE	001.0418.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	47.66	HEALTH INSURANCE	001.0421.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	35.85	HEALTH INSURANCE	001.0422.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	100.44	HEALTH INSURANCE	061.0461.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	557.60	HEALTH INSURANCE	062.0462.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	441.57	HEALTH INSURANCE	063.0463.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	122.61	HEALTH INSURANCE	021.0424.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	45.55	HEALTH INSURANCE	029.0429.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	3.61	HEALTH INSURANCE	001.0406.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	10.30	HEALTH INSURANCE	060.0460.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	13.88	HEALTH INSURANCE	001.0402.050.008		OCTOBER 2018		716 00048
PD EMPLOYEES 10/2018	997.98	HEALTH INSURANCE	001.0411.050.008		OCTOBER 2018		716 00049
FD EMPLOYEES 10/2018	382.26	HEALTH INSURANCE	004.0414.050.008		OCTOBER 2018		716 00050
	3,006.30	*VENDOR TOTAL					
HAL CRUMLY INC CITY HALL 10/2018	841.14	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		19394		716 00169
RUNWAY CAFE 10/2018	310.97	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		19439		716 00168
	1,152.11	*VENDOR TOTAL					
HUBCAP & WHEEL CHEVY SLVRDO HC 10/18	130.20	VEHICLE MAINTENANCE/OPER	001.0411.060.032		32881		716 00102
IDEA PRINTING & GRAPHICS B.GRSWOLD BUS CRDS 10/18	80.82	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		100270		716 00018
ENVELOPES 10/2018	172.40	OFFICE SUPPLIES	001.0410.060.023		100358		716 00114
	253.22	*VENDOR TOTAL					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KLASSEN CORPORATION COMMNTY CNTR 10/2018	273,203.20	COMMUNITY CENTER - CITY	001.0550.080.536		11		716 00093
LUIS NURSERY BAY LAUREL 10/2018	86.20	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		43202		716 00106
MAGNETAR US INC COMM CNTR MONTRNG 10/18	400.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		8093		716 00097
MONARCH FORD SWITCH 10/2018	75.40	VEHICLE MAINTENANCE/OPER	001.0411.060.032		23617		716 00108
MUNICIPAL CODE CORP ADMIN SUPPORT FEE 10/18	275.00	SPECIAL DEPARTMENT EXPEN	001.0403.060.029		00311433		716 00098
NUTRIEN AG SOLUTIONS SUPPLIES 10/2018	676.36	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		37496611		716 00164
PLANET SERVICES 10/2018	3.84	CONTRACTURAL SERVICES	001.0402.060.028		1001428		716 00044
SERVICES 10/2018	3.84	CONTRACTURAL SERVICES	061.0461.060.028		1001428		716 00045
SERVICES 10/2018	3.84	CONTRACTURAL SERVICES	062.0462.060.028		1001428		716 00046
SERVICES 10/2018	3.85	CONTRACTURAL SERVICES	063.0463.060.028		1001428		716 00047
	15.37	*VENDOR TOTAL					
PORTERVILLE/ CITY OF ANIMAL CONTROL 10/2018	1,380.00	CONTRACTURAL SERVICES	001.0411.060.028		201809201507		716 00019
PRECISION BRAKE & WHEEL RED RUBBER HOSE 10/2018	30.73	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		S1-191888		716 00105
GLOVES 10/2018	324.10	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		S1-192686		716 00163
TACKY GREASE 10/2018	113.28	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		S1-192715		716 00162
	468.11	*VENDOR TOTAL					
QUAD - KNOPF WTR MTR INSTLTN 10/18	1,150.33	CONTRACTURAL SERVICES	063.0463.060.028		95223		716 00154
SOUTHERN CALIF EDISON CO WELL#13 10/2018	1,987.52	UTILITIES	063.0463.060.021				716 00020
325 E. ANTELOPE 10/2018	169.49	SPECIAL DEPARTMENT EXPEN	004.0414.060.029				716 00087
PLAZA 10/2018	121.55	UTILITIES	001.0422.060.021				716 00095
WTR UTILITY DEPT 10/18	121.83	UTILITIES	063.0463.060.021				716 00099
STREETS DEPT. 10/2018	138.35	UTILITIES	001.0422.060.021				716 00100
	2,538.74	*VENDOR TOTAL					
ST JOHN'S RIVER ASSESSEMNT #680 10/2018	330.00	UTILITIES	001.0421.060.021		460		716 00022
STATE OF CALIFORNIA EMPLOYEE W/HLDNGS 10/2018	100.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00011

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SUPERIOR POOL PRODUCTS L CHLORINE 10/2018	441.99	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		Q2003363		716 00161
TRANSUNION RISK AND ALTE SERVICES 10/2018	25.00	CONTRACTURAL SERVICES	001.0411.060.028		9/1-9/30/2018		716 00131
TULARE CO. SHERIFF'S OFF EMPLOYEE W/HLDNGS 10/2018	412.54	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00014
ULINE MULTIFLD TOWELS 10/2018	371.85	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		101170912		716 00158
USA BLUE BOOK SERVICES 10/2018	793.20	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		686160		716 00159
SKIMMING NET 10/2018	105.23	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		691103		716 00160
	898.43	*VENDOR TOTAL					
VALLEY ELECTRIC SUPPLIER MOG LAMP 10/2018	21.69	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		9128-473005		716 00156
VALLEY IND & FAM MED GRP D.R.HALL PRMPLYMNT 10/18	545.00	CONTRACTURAL SERVICES	001.0411.060.028		357418		716 00148
VINCENT COMMUNICATION FIRE PAGER 10/2018	39.53	RADIO & PAGER MAINTENANC	004.0414.060.033		75891		716 00085
VISALIA SIGNS INC SUPPLIES CR PARK 10/2018	881.20	SPECIAL DEPARTMENT EXPEN	001.0406.060.029		18208		716 00096
VISUAL INK PW UNIFRM SHRTS 10/18	276.88	UNIFORM ALLOWANCE	062.0462.050.011		11351		716 00166
PW UNIFRM SHRTS 10/18	276.88	UNIFORM ALLOWANCE	063.0463.050.011		11351		716 00167
	553.76	*VENDOR TOTAL					
WOODLAKE HARDWARE CO SUPPLIES 10/2018	5.52	CONTRACTURAL SERVICES	001.0411.060.028		B51469		716 00119
WOODLAKE/CITY OF CNCL ANML HEARNG 10/18	150.00	SPECIAL POLICE DEP SERVI	001.0306.000.063		USE FR WTR BLL		716 00134

ACS FINANCIAL SYSTEM
10/05/2018 12:13:28

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	642,763.80					

RECORDS PRINTED = 000181

Schedule of Bills

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

DATE APPROVED BY
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Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ABH FOX SOLUTIONS							
ANTIVRS SCAN 10/2018	80.00	CONTRACTURAL SERVICES	001.0411.060.028		4814		716 00149
CMMNTY CNTR PROJ 10/2018	2,060.00	COMMUNITY CENTER - CITY	001.0550.080.536		4816		716 00170
	2,140.00	*VENDOR TOTAL					
AFLAC							
SUPPLMNTL INS. 10/2018	483.18	ACCIDENT & DIS INS WITHH	001.0000.200.038		626685		716 00001
AGEE CONSTRUCTION CORP							
N.VLNCA IMPRVMNT 10/18	34,639.65	N. VALENCIA PROJ. CONSTR	025.0590.740.072		6		716 00016
N.VLNCA IMPRVMNT 10/18	267,362.52	N. VALENCIA PROJ. CONSTR	025.0590.740.072		6		716 00017
	302,002.17	*VENDOR TOTAL					
AIR MOBILE COMMUNICATION							
PAGER REPAIR 10/2018	145.00	RADIO & PAGER MAINTENANC	004.0414.060.033				716 00083
AT&T							
SHOP DEPT 10/2018	66.39	TELEPHONE	001.0418.060.020				716 00120
WATER DEPT. 10/2018	18.94	TELEPHONE	063.0463.060.020				716 00121
SEWER DEPT. 10/2018	38.28	TELEPHONE	062.0462.060.020				716 00122
AIRPRT ATM LINE 10/2018	18.94	UTILITIES	041.0441.060.021				716 00123
CALNET 3 10/2018	77.13	TELEPHONE	004.0414.060.020		11943929		716 00084
BAN#9391065524	165.02	TELEPHONE	001.0410.060.020		11945016		716 00150
	384.70	*VENDOR TOTAL					
AT&T (NEW)							
FD INTERNET USE 10/18	75.25	TELEPHONE	004.0414.060.020		2753904400		716 00023
GENERAL ADMIN 10/2018	5.31	TELEPHONE	001.0402.060.020		2753904400		716 00024
CITY CLERK 10/2018	5.23	TELEPHONE	001.0403.060.020		2753904400		716 00025
FINANCE 10/2018	9.59	TELEPHONE	001.0404.060.020		2753904400		716 00026
PLANNING 10/2018	6.02	TELEPHONE	001.0405.060.020		2753904400		716 00027
BUILDING INSPECTN 10/18	4.28	TELEPHONE	001.0415.060.020		2753904400		716 00028
PBLC WRKS/ENGNRNG 10/18	8.72	TELEPHONE	001.0416.060.020		2753904400		716 00029
PARKS 10/2018	30.35	TELEPHONE	001.0421.060.020		2753904400		716 00030
STREETS 10/2018	11.73	TELEPHONE	001.0422.060.020		2753904400		716 00031
REFUSE 10/2018	85.34	TELEPHONE	061.0461.060.020		2753904400		716 00032
SEWER 10/2018	238.51	TELEPHONE	062.0462.060.020		2753904400		716 00033
WATER 10/2018	181.77	TELEPHONE	063.0463.060.020		2753904400		716 00034
TRANSIT 10/2018	15.37	TELEPHONE	021.0424.060.020		2753904400		716 00035
PD INTERNET USE 10/2018	225.85	TELEPHONE	001.0411.060.020		2753904400		716 00036
RD YRD INTRNT USE 10/18	75.25	TELEPHONE	001.0418.060.020		2753904400		716 00037
CTY HALL PHONES 10/2018	84.60	TELEPHONE	001.0410.060.020		7112424400		716 00038
PD OFFICE PHONES 10/2018	84.59	TELEPHONE	001.0411.060.020		7112424400		716 00039
	1,147.76	*VENDOR TOTAL					
AWARDS & SIGNS UNLIMITED							
SPONSOR BANNER 10/2018	282.10	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		5459		716 00092
B. S. & E. CO. INC.							
TRAILER ROTOMIX 10/18	201.25	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		171388		716 00109

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BANK OF AMERICA							
HH FIRE STATION 10/18	1,366.99	HOUSEHOLD FIRE STATION	004.0414.060.016				716 00052
CITY 10/2018	73.94	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				716 00053
SPECIAL DEPT 10/2018	5.00	SPECIAL DEPARTMENT EXPEN	004.0414.060.029				716 00054
CITY 10/2018	50.27	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				716 00055
CITY 10/2018	91.85	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				716 00056
HH FIRE STATION 10/2018	211.15	HOUSEHOLD FIRE STATION	004.0414.060.016				716 00057
SPECIAL DEPT. 10/2018	18.55	SPECIAL DEPARTMENT EXPEN	004.0414.060.029				716 00058
SPECIAL DEPT 10/2018	27.54	SPECIAL DEPARTMENT EXPEN	004.0414.060.029				716 00059
OFFICE SUPPLY 10/2018	43.95	OFFICE SUPPLIES	004.0414.060.023				716 00060
CITY 10/2018	119.11	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				716 00061
CITY 10/2018	381.71	SPECIAL DEPARTMENT EXPEN	001.0421.060.029				716 00062
HH FIRE STN 10/2018	54.57	HOUSEHOLD FIRE STATION	004.0414.060.016				716 00063
TRAINING 10/2018	23.50	TRAINING EXPENSE	004.0414.060.037				716 00064
FIRE STN MAINT 10/2018	3,083.14	FIRE STATION MAINTENANC	004.0414.060.034				716 00065
HH FIRE STATION 10/18	311.01	HOUSEHOLD FIRE STATION	004.0414.060.016				716 00066
TRAINING 10/2018	14.13	TRAINING EXPENSE	004.0414.060.037				716 00069
TRAINING 10/2018	114.37	TRAINING EXPENSE	004.0414.060.037				716 00070
FUEL 10/2018	51.90	VEHICLE GASOLINE	004.0414.060.035				716 00071
FUEL 10/2018	59.64	VEHICLE GASOLINE	004.0414.060.035				716 00072
TRAVEL 10/2018	17.37	TRAVEL, CONFERENCES & MT	004.0414.060.030				716 00073
TRAVEL 10/2018	13.33	TRAVEL, CONFERENCES & MT	004.0414.060.030				716 00074
TRAVEL 10/2018	46.46	TRAVEL, CONFERENCES & MT	004.0414.060.030				716 00075
TRAVEL 10/2018	63.52	TRAVEL, CONFERENCES & MT	004.0414.060.030				716 00076
TRAINING 10/2018	369.00	TRAINING EXPENSE	004.0414.060.037				716 00078
FIRE PREVENTION 10/2018	376.00	FIRE PREVENTION	004.0414.060.041				716 00080
TRAINING 10/2018	379.00	TRAINING EXPENSE	004.0414.060.037				716 00081
FIRE PREVENTION 10/2018	132.00	FIRE PREVENTION	004.0414.060.041				716 00082
	7,499.00	*VENDOR TOTAL					
BEATWEAR, INC.							
G.CANLES UNFRM ALLW10/18	629.21	UNIFORM ALLOWANCE	001.0411.050.011		5358		716 00090
DEPT EXPNS G.CNLS 10/18	523.86	CONTRACTURAL SERVICES	001.0411.060.028		5358		716 00091
S.LOPEZ UNIFRM ALWN10/18	629.21	UNIFORM ALLOWANCE	001.0411.050.011		5444		716 00088
DEPT. EXP S.LOPEZ 10/18	340.58	CONTRACTURAL SERVICES	001.0411.060.028		5444		716 00089
SUPPLIES M.MRQZ 10/18	55.29	CONTRACTURAL SERVICES	001.0411.060.028		5475		716 00128
	2,178.15	*VENDOR TOTAL					
BILL WALL'S DIRECT APPRO							
REMOTE DISBLE USER 10/18	39.60	SPECIAL DEPARTMENT EXPEN	001.0411.060.029		15777		716 00127
TRBLSHOOT 10/18	120.00	CONTRACTURAL SERVICES	001.0411.060.028		15789		716 00130
	159.60	*VENDOR TOTAL					
BRICKS 'R US							
BELDEN BRICKS 10/2018	210.00	CONTRACTURAL SERVICES	001.0421.060.028		CIOWL2		716 00040
BELDEN BRICKS 10/2018	281.00	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		CIOWL3		716 00041
	491.00	*VENDOR TOTAL					
BROUGH CONSTRUCTION							
SCADA & SAND PROJ 10/18	12,745.31	CONTRACTURAL SERVICES	063.0463.060.028		17-032		716 00042

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BSK ASSOCIATES							
BACTI 10/2018	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A827259		716 00112
WEEKLY EFFLUENT 10/2018	185.00	CONTRACTURAL SERVICES	062.0462.060.028		A827319		716 00111
SPECIAL SAMPLES 10/2018	270.00	CONTRACTURAL SERVICES	063.0463.060.028		A827707		716 00110
BACTI 10/2018	90.00	CONTRACTURAL SERVICES	063.0463.060.028		A828213		716 00103
WEEKLY EFFLUENT 10/2018	73.00	CONTRACTURAL SERVICES	062.0462.060.028		A828353		716 00104
BACTI 10/2018	210.00	CONTRACTURAL SERVICES	063.0463.060.028		A828699		716 00113
	918.00	*VENDOR TOTAL					
CA STATE DISBURSEMENT UN EMPLOYEE W/HOLDNGS 10/18	600.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00009
CA STATE DISBURSEMENT UN EMPLOYEE W/HLDNGS 10/2018	650.76	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCOTBER 2018		716 00013
CALIF BUILDING STDS COMM BLDG STNDRD FEE 10/2018	129.00	BUILDING PERMITS	001.0302.000.022		JULY-SEPT 2018		716 00118
CALIFORNIA STATE EMPLOYEE W/HLDNGS 10/2018	801.22	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00015
CALIFORNIA STATE DISBURS EMPLOYEE W/HLDNGS 10/2018	100.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00012
CENTRAL VALLEY BUSINESS G.CANALES BUS CRDS 10/18	145.40	CONTRACTURAL SERVICES	001.0411.060.028		215307		716 00133
CENTRAL VALLEY TOXICOLOG TOXICOLOGY REPORT 10/18	78.00	CONTRACTURAL SERVICES	001.0411.060.028		281260		716 00125
TOXICOLOGY REPORT 10/18	78.00	CONTRACTURAL SERVICES	001.0411.060.028		281261		716 00124
	156.00	*VENDOR TOTAL					
CISCO TIRES FLAT SERV.REPR 10/18	134.19	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		29		716 00155
CORE & MAIN LP ENCODER 10/2018	1,338.29	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		J435670		716 00165
COVANTA ENERGY LLC SPECIAL WST CHRGE 10/18	164.25	CONTRACTURAL SERVICES	001.0411.060.028		190206STANI		716 00126
CRAIGS AUTO PARTS							
SUPPLIES 10/2018	65.33	VEHICLE MAINTENANCE/OPER	062.0462.060.032		691877		716 00147
BATTERY/CORE DEP 10/18	155.89	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		692556		716 00146
PRIMARY WIRE 10/18	16.29	VEHICLE MAINTENANCE/OPER	001.0422.060.032		692573		716 00145
INCN STP TRN TL 10/18	12.17	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		692698		716 00144
EMER SERV ROTORS 10/18	155.19	VEHICLE MAINTENANCE/OPER	001.0411.060.032		692795		716 00143
AIR HOSE 10/2018	58.91	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		693038		716 00142
WIPER BLADE 10/2018	58.29	VEHICLE MAINTENANCE/OPER	001.0411.060.032		693241		716 00141

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CRAIGS AUTO PARTS							
HOSE END 10/2018	19.39	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		693290		716 00140
AIR FILTER 10/2018	60.23	VEHICLE MAINTENANCE/OPER	062.0462.060.032		693302		716 00139
NAPAGOLD AIR FLTR 10/18	81.81	VEHICLE MAINTENANCE/OPER	062.0462.060.032		693371		716 00138
OIL FILTER 10/2018	25.63	VEHICLE MAINTENANCE/OPER	062.0462.060.032		693376		716 00137
ADAPTER/HOSE END 10/18	8.83	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		693428		716 00136
ANTIFRZ/SOCKET 10/18	96.93	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		693459		716 00135
	814.89	*VENDOR TOTAL					
DEPARTMENT OF CONSERVATI STRNG MOTION 10/2018	338.26	BUILDING PERMITS	001.0302.000.022		JULY-SEPT.2018		716 00117
DEPARTMENT OF JUSTICE BLD ALCHL ANALYSIS 10/18	35.00	CONTRACTURAL SERVICES	001.0411.060.028		328728		716 00129
DEPT. OF FORESTRY & FIRE REMBRS 4 UNIT CRW 10/18	913.60	CONTRACTURAL SERVICES	062.0462.060.028		154669		716 00151
REMBRS 1 UNIT CREW 10/18	228.40	CONTRACTURAL SERVICES	062.0462.060.028		154670		716 00152
	1,142.00	*VENDOR TOTAL					
DIRECT MEDIA INC. SQUOIA VSTR GUIDE 10/18	1,000.00	MEMBERSHIPS & SUBSCRIPTI	001.0401.060.038		19481		716 00051
DORADO/DENISE K. EMPLYEE W/HLDNGS 10/18	1,200.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00010
E.H. WACHS REELCRAFT FITTING 10/18	367.02	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		153801		716 00157
EMPIRE SUPPLY CO., INC. SLF CLSE FAUCET 10/2018	119.31	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		1807-E21774		716 00094
FG CONCRETE CONSTRUCTION STREET IMPRVMENTS 10/18	4,323.10	SPECIAL DEPARTMENT EXPEN	001.0422.060.029				716 00021
FIRST DATA GLOBAL LEASIN LEASE FOR CC TRMNL 10/18	6.96	SPECIAL DEPARTMENT EXPEN	001.0410.060.029				716 00043
FOOTHILLS SUN-GAZETTE/TH PUBLIC NOTICE 10/2018	115.00	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		53248		716 00153
GAS COMPANY/THE FIRE STATION 10/2018	24.04	UTILITIES	004.0414.060.021				716 00086
CTY ADMIN BLDG 10/2018	38.09	UTILITIES	001.0410.060.021				716 00115
CITY YARD 10/2018	15.35	UTILITIES	001.0418.060.021				716 00116
	77.48	*VENDOR TOTAL					
GAS RANCH MINI MART VENTURI HOSE 10/2018	1,408.99	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		2941200-00		716 00101

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GOODYEAR COMMERCIAL TIRE TIRES 10/2018	792.18	VEHICLE MAINTENANCE/OPER	001.0411.060.032		172-1041914		716 00132
GRISWOLD, LASALLE, COBB, CITY CLERK 10/2018	397.50	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00002
PLNNING DEVLPMNET 10/18	3,713.60	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00003
CITY COUNCIL 10/2018	530.95	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00004
CITY MANAGER 10/2018	309.98	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00005
POLICE DEPARTMENT 10/18	713.55	LEGAL SERVICES - RETAINE	001.0411.060.025				716 00006
WDLK V CLINTON 10/2018	40.00	LEGAL SERVICES - RETAINE	001.0411.060.025				716 00007
CITY ATTORNEY 10/2018	684.70	LEGAL SERVICES - RETAINE	001.0410.060.025				716 00008
	6,390.28	*VENDOR TOTAL					
GROSS & STEVENS ALIGNMENT PD#14 10/18	49.95	VEHICLE MAINTENANCE/OPER	001.0411.060.032		102839		716 00107
GUARDIAN-APPLETON EMPLYR CONTRBTN 10/2018	31.24	HEALTH INSURANCE	001.0403.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	41.68	HEALTH INSURANCE	001.0404.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	17.52	HEALTH INSURANCE	001.0405.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	41.05	HEALTH INSURANCE	001.0415.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	16.33	HEALTH INSURANCE	001.0416.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	99.17	HEALTH INSURANCE	001.0418.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	47.66	HEALTH INSURANCE	001.0421.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	35.85	HEALTH INSURANCE	001.0422.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	100.44	HEALTH INSURANCE	061.0461.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	557.60	HEALTH INSURANCE	062.0462.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	441.57	HEALTH INSURANCE	063.0463.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	122.61	HEALTH INSURANCE	021.0424.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	45.55	HEALTH INSURANCE	029.0429.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	3.61	HEALTH INSURANCE	001.0406.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	10.30	HEALTH INSURANCE	060.0460.050.008		OCTOBER 2018		716 00048
EMPLYR CONTRBTN 10/2018	13.88	HEALTH INSURANCE	001.0402.050.008		OCTOBER 2018		716 00048
PD EMPLOYEES 10/2018	997.98	HEALTH INSURANCE	001.0411.050.008		OCTOBER 2018		716 00049
FD EMPLOYEES 10/2018	382.26	HEALTH INSURANCE	004.0414.050.008		OCTOBER 2018		716 00050
	3,006.30	*VENDOR TOTAL					
HAL CRUMLY INC CITY HALL 10/2018	841.14	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		19394		716 00169
RUNWAY CAFE 10/2018	310.97	SPECIAL DEPARTMENT EXPEN	041.0441.060.029		19439		716 00168
	1,152.11	*VENDOR TOTAL					
HUBCAP & WHEEL CHEVY SLVRDO HC 10/18	130.20	VEHICLE MAINTENANCE/OPER	001.0411.060.032		32881		716 00102
IDEA PRINTING & GRAPHICS B.GRSWOLD BUS CRDS 10/18	80.82	SPECIAL DEPARTMENT EXPEN	001.0402.060.029		100270		716 00018
ENVELOPES 10/2018	172.40	OFFICE SUPPLIES	001.0410.060.023		100358		716 00114
	253.22	*VENDOR TOTAL					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KLASSEN CORPORATION COMMNTY CNTR 10/2018	273,203.20	COMMUNITY CENTER - CITY	001.0550.080.536		11		716 00093
LUIS NURSERY BAY LAUREL 10/2018	86.20	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		43202		716 00106
MAGNETAR US INC COMM CNTR MONTRNG 10/18	400.00	SPECIAL DEPARTMENT EXPEN	001.0410.060.029		8093		716 00097
MONARCH FORD SWITCH 10/2018	75.40	VEHICLE MAINTENANCE/OPER	001.0411.060.032		23617		716 00108
MUNICIPAL CODE CORP ADMIN SUPPORT FEE 10/18	275.00	SPECIAL DEPARTMENT EXPEN	001.0403.060.029		00311433		716 00098
NUTRIEN AG SOLUTIONS SUPPLIES 10/2018	676.36	SPECIAL DEPARTMENT EXPEN	001.0421.060.029		37496611		716 00164
PLANET SERVICES 10/2018	3.84	CONTRACTURAL SERVICES	001.0402.060.028		1001428		716 00044
SERVICES 10/2018	3.84	CONTRACTURAL SERVICES	061.0461.060.028		1001428		716 00045
SERVICES 10/2018	3.84	CONTRACTURAL SERVICES	062.0462.060.028		1001428		716 00046
SERVICES 10/2018	3.85	CONTRACTURAL SERVICES	063.0463.060.028		1001428		716 00047
	15.37	*VENDOR TOTAL					
PORTERVILLE/ CITY OF ANIMAL CONTROL 10/2018	1,380.00	CONTRACTURAL SERVICES	001.0411.060.028		201809201507		716 00019
PRECISION BRAKE & WHEEL RED RUBBER HOSE 10/2018	30.73	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		S1-191888		716 00105
GLOVES 10/2018	324.10	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		S1-192686		716 00163
TACKY GREASE 10/2018	113.28	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		S1-192715		716 00162
	468.11	*VENDOR TOTAL					
QUAD - KNOFF WTR MTR INSTLTN 10/18	1,150.33	CONTRACTURAL SERVICES	063.0463.060.028		95223		716 00154
SOUTHERN CALIF EDISON CO WELL#13 10/2018	1,987.52	UTILITIES	063.0463.060.021				716 00020
325 E. ANTELOPE 10/2018	169.49	SPECIAL DEPARTMENT EXPEN	004.0414.060.029				716 00087
PLAZA 10/2018	121.55	UTILITIES	001.0422.060.021				716 00095
WTR UTILITY DEPT 10/18	121.83	UTILITIES	063.0463.060.021				716 00099
STREETS DEPT. 10/2018	138.35	UTILITIES	001.0422.060.021				716 00100
	2,538.74	*VENDOR TOTAL					
ST JOHN'S RIVER ASSESEMNT #680 10/2018	330.00	UTILITIES	001.0421.060.021		460		716 00022
STATE OF CALIFORNIA EMPLOYEE W/HLDNGS 10/2018	100.00	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00011

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SUPERIOR POOL PRODUCTS L CHLORINE 10/2018	441.99	SPECIAL DEPARTMENT EXPEN	063.0463.060.029		Q2003363		716 00161
TRANSUNION RISK AND ALTE SERVICES 10/2018	25.00	CONTRACTURAL SERVICES	001.0411.060.028		9/1-9/30/2018		716 00131
TULARE CO. SHERIFF'S OFF EMPLOYEE W/HLDNGS 10/2018	412.54	GARNISHMENT OF WAGES WIT	001.0000.200.033		OCTOBER 2018		716 00014
ULINE MULTIFLD TOWELS 10/2018	371.85	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		101170912		716 00158
USA BLUE BOOK SERVICES 10/2018	793.20	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		686160		716 00159
SKIMMING NET 10/2018	105.23	SPECIAL DEPARTMENT EXPEN	062.0462.060.029		691103		716 00160
	898.43	*VENDOR TOTAL					
VALLEY ELECTRIC SUPPLIER MOG LAMP 10/2018	21.69	SPECIAL DEPARTMENT EXPEN	001.0418.060.029		9128-473005		716 00156
VALLEY IND & FAM MED GRP D.R.HALL PRMPLYMNT 10/18	545.00	CONTRACTURAL SERVICES	001.0411.060.028		357418		716 00148
VINCENT COMMUNICATION FIRE PAGER 10/2018	39.53	RADIO & PAGER MAINTENANC	004.0414.060.033		75891		716 00085
VISALIA SIGNS INC SUPPLIES CR PARK 10/2018	881.20	SPECIAL DEPARTMENT EXPEN	001.0406.060.029		18208		716 00096
VISUAL INK PW UNIFRM SHRTS 10/18	276.88	UNIFORM ALLOWANCE	062.0462.050.011		11351		716 00166
PW UNIFRM SHRTS 10/18	276.88	UNIFORM ALLOWANCE	063.0463.050.011		11351		716 00167
	553.76	*VENDOR TOTAL					
WOODLAKE HARDWARE CO SUPPLIES 10/2018	5.52	CONTRACTURAL SERVICES	001.0411.060.028		B51469		716 00119
WOODLAKE/CITY OF CNCL ANML HEARNG 10/18	150.00	SPECIAL POLICE DEP SERVI	001.0306.000.063		USE FR WTR BLL		716 00134

ACS FINANCIAL SYSTEM
10/05/2018 12:14:45

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 8

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	642,763.80						

RECORDS PRINTED = 000181

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
10/05/2018 12:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK	BANK OF THE SIERRA				
001525	KAWEAH DELTA MEDICAL FOU	13926	10/08/18	55.47	
001525	KAWEAH DELTA MEDICAL FOU	13927	10/08/18	277.48	
001264	FAMILY HEALTH CARE NETWO	13928	10/08/18	37.37	
001525	KAWEAH DELTA MEDICAL FOU	13929	10/08/18	30.00	
001303	GONZALES/LYNN W.	13930	10/08/18	66.60	
	BANK OF THE SIERRA			466.92	***

ACS FINANCIAL SYSTEM
10/05/2018 12:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				466.92

RECORDS PRINTED - 000035

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
FAMILY HEALTH CARE NETWO						
DR. VISIT/LAB 10/2018	0.71	HEALTH INSURANCE	001.0403.050.008			719 00003
DR. VISIT/LAB 10/2018	0.95	HEALTH INSURANCE	001.0404.050.008			719 00003
DR. VISIT/LAB 10/2018	0.40	HEALTH INSURANCE	001.0405.050.008			719 00003
DR. VISIT/LAB 10/2018	0.94	HEALTH INSURANCE	001.0415.050.008			719 00003
DR. VISIT/LAB 10/2018	0.37	HEALTH INSURANCE	001.0416.050.008			719 00003
DR. VISIT/LAB 10/2018	2.27	HEALTH INSURANCE	001.0418.050.008			719 00003
DR. VISIT/LAB 10/2018	1.09	HEALTH INSURANCE	001.0421.050.008			719 00003
DR. VISIT/LAB 10/2018	0.82	HEALTH INSURANCE	001.0422.050.008			719 00003
DR. VISIT/LAB 10/2018	2.30	HEALTH INSURANCE	061.0461.050.008			719 00003
DR. VISIT/LAB 10/2018	12.81	HEALTH INSURANCE	062.0462.050.008			719 00003
DR. VISIT/LAB 10/2018	10.14	HEALTH INSURANCE	063.0463.050.008			719 00003
DR. VISIT/LAB 10/2018	2.81	HEALTH INSURANCE	021.0424.050.008			719 00003
DR. VISIT/LAB 10/2018	1.04	HEALTH INSURANCE	029.0429.050.008			719 00003
DR. VISIT/LAB 10/2018	0.08	HEALTH INSURANCE	001.0406.050.008			719 00003
DR. VISIT/LAB 10/2018	0.23	HEALTH INSURANCE	060.0460.050.008			719 00003
DR. VISIT/LAB 10/2018	0.41	HEALTH INSURANCE	001.0402.050.008			719 00003
	37.37	*VENDOR TOTAL				
GONZALES/LYNN W.						
OUTPTNT VISIT 10/2018	66.60	HEALTH INSURANCE	004.0414.050.008			719 00005
KAWEAH DELTA MEDICAL FOU						
DR. VISIT 10/2018	1.06	HEALTH INSURANCE	001.0403.050.008			719 00001
DR. VISIT 10/2018	1.42	HEALTH INSURANCE	001.0404.050.008			719 00001
DR. VISIT 10/2018	0.59	HEALTH INSURANCE	001.0405.050.008			719 00001
DR. VISIT 10/2018	1.40	HEALTH INSURANCE	001.0415.050.008			719 00001
DR. VISIT 10/2018	0.55	HEALTH INSURANCE	001.0416.050.008			719 00001
DR. VISIT 10/2018	3.38	HEALTH INSURANCE	001.0418.050.008			719 00001
DR. VISIT 10/2018	1.62	HEALTH INSURANCE	001.0421.050.008			719 00001
DR. VISIT 10/2018	1.22	HEALTH INSURANCE	001.0422.050.008			719 00001
DR. VISIT 10/2018	3.42	HEALTH INSURANCE	061.0461.050.008			719 00001
DR. VISIT 10/2018	19.02	HEALTH INSURANCE	062.0462.050.008			719 00001
DR. VISIT 10/2018	15.06	HEALTH INSURANCE	063.0463.050.008			719 00001
DR. VISIT 10/2018	4.18	HEALTH INSURANCE	021.0424.050.008			719 00001
DR. VISIT 10/2018	1.55	HEALTH INSURANCE	029.0429.050.008			719 00001
DR. VISIT 10/2018	0.12	HEALTH INSURANCE	001.0406.050.008			719 00001
DR. VISIT 10/2018	0.35	HEALTH INSURANCE	060.0460.050.008			719 00001
DR. VISIT 10/2018	0.53	HEALTH INSURANCE	001.0402.050.008			719 00001
DR. VISIT 10/2018	277.48	HEALTH INSURANCE	001.0411.050.008			719 00002
DR. VISIT 10/2018	30.00	HEALTH INSURANCE	001.0411.050.008			719 00004
	362.95	*VENDOR TOTAL				

ACS FINANCIAL SYSTEM
10/05/2018 12:16:03

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	466.92						

RECORDS PRINTED = 000035

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
10/03/2018 13:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK BANK OF THE SIERRA					
001265	TULARE COUNTY CLERK	66023	10/03/18	2,338.75	
BANK OF THE SIERRA				2,338.75	***

ACS FINANCIAL SYSTEM
10/03/2018 13:34:32

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TULARE COUNTY CLERK							
CLRK RECRDR FEES 10/2018	58.00	ENVIRONMENTAL FEES	001.0306.000.054		ALTA PROP DEVL		717 00002
MTGTED NEG.DEC/CLRK10/18	2,280.75	ENVIRONMENTAL FEES	001.0306.000.054		ALTA PROP DVLP		717 00001
	2,338.75	*VENDOR TOTAL					

ACS FINANCIAL SYSTEM
10/03/2018 13:34:32

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	2,338.75						

RECORDS PRINTED 000002

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
10/02/2018 12:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK BANK OF THE SIERRA					
001419	JACKSON MOBILE GLASS	65077	03/09/18	197.00	
BANK OF THE SIERRA				197.00	***

ACS FINANCIAL SYSTEM
10/02/2018 12:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				197.00

RECORDS PRINTED - 000001

ACS FINANCIAL SYSTEM
10/02/2018 12:49:37

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JACKSON MOBILE GLASS RT REAR DR GLSS 09/2018	197.00	CONTRACTURAL SERVICES	001.0411.060.028		IN2018-0002		708 00001

ACS FINANCIAL SYSTEM
10/02/2018 12:49:37

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	197.00						

RECORDS PRINTED - 000001

ACS FINANCIAL SYSTEM
09/25/2018 16:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 1

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BANK	BANK OF THE SIERRA				
000252	GIANT AUTO GROUP	66021	09/26/18	43,124.86	
000292	VANTAGEPOINT TRAN AGENT-	66022	09/26/18	4,563.44	
	BANK OF THE SIERRA			47,688.30	***

ACS FINANCIAL SYSTEM
09/25/2018 16:

Check Register

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

BANK VENDOR

CHECK# DATE

AMOUNT

REPORT TOTALS:

47,688.30

RECORDS PRINTED - 000002

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GIANT AUTO GROUP 2018 CHVY TAHOE 9/2018	43,124.86	POLICE VEHICLES	001.0411.080.029		22524		676 00001
VANTAGEPOINT TRAN AGENT- ICMA 09/2018	4,563.44	DEFERRED COMPENSATION	001.0000.200.040		AUGUST 2018		676 00002

ACS FINANCIAL SYSTEM
09/25/2018 16:38:57

Schedule of Bills

CITY OF WOODLAKE
GL540R-V08.08 PAGE 2

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	47,688.30						

RECORDS PRINTED - 000002

Schedule of Bills

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

DATE APPROVED BY
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City of Woodlake

AGENDA ITEM V-A

October 8, 2018

Prepared by City Staff

SUBJECT:

Action: Adoption of Resolution: Approve Regulatory and Conditional Use Permit 18-009, Premium Extracts – **PUBLIC HEARING**

BACKGROUND

The applicant is proposing to operate a cannabis business within the City of Woodlake. All cannabis businesses require a conditional use permit from the City. The Conditional Use Permit authorizes the cannabis business to operate on a specific property.

DISCUSSION:

The applicant is proposing to use the site for a cannabis manufacturing business and will add an industrial building. The site is located near the intersection of Naranjo Boulevard and Blair Road.

The applicant is requesting a conditional use permit and regulatory permit for the following cannabis businesses:

1. Cannabis Manufacturing

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.

ENVIRONMENTAL DOCUMENT:

The activity will require a Categorical Exemption.

RECOMMENDATIONS:

That the Woodlake City Council approve Regulatory and Conditional Use Permit 18-009 Premium Extracts subject to 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.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Resolution: Approve Regulatory and Conditional Use Permit 18-009, Premium Extracts

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

In the matter of:

APPROVING REGULATORY AND)
CONDITIONAL USE PERMIT 18-009)
PREMIUM EXTRACTS) Resolution No. 18 -

Councilmember _____, offered the following resolution and moved its adoption. Approve Regulatory and Conditional Use Permit 18-009.

WHEREAS, the applicant is proposing to operate a cannabis business in the City of Woodlake, and

WHEREAS, the subject property is located near the intersection of Blair and Naranjo (APN: 060-270-019) in a light industrial zone designation, and

WHEREAS, a Conditional Use Permit, Certificate of Occupancy, Business License, and Regulatory Permit is required for cannabis businesses, and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit and the Regulatory Permit, and

WHEREAS, the applicant is requesting a Conditional Use Permit for the following business:

1. Cannabis Manufacturing

NOW, THEREFORE, BE IT RESOLVED that the Woodlake City Council hereby approves Conditional Use Permit 18-009 Premium Extracts, for one year, subject to the following conditions.

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.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on October 8th, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-B

October 8, 2018

Prepared by Jason Waters, City Staff

SUBJECT:

Action: Adoption of Resolution: Approve the Categorical Exemption for Premium Extracts

BACKGROUND:

All cannabis businesses within the City of Woodlake require the applicant to complete the CEQA process.

DISCUSSION:

Premium Extracts was granted a regulatory permit and conditional use permit to operate a retail cannabis store within Woodlake. The project qualifies for a categorical exemption.

RECOMMENDATIONS:

City staff recommends that Council authorize staff to file the Notice of Exemption for Premium Extracts. The project is categorically exempt as per State type and section number 15303 (Class 3) as the facility is considered to be a small structure.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution: Approve the Categorical Exemption for Premium Extracts
2. Attachment No. 1 – Notice of Exemption

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

In the matter of:

APPROVE THE CATEGORICAL EXEMPTION) Resolution No. 18-
FOR PREMIUM EXTRACTS)

Councilmember _____, offered the following resolution and moved its adoption. Approve the Categorical Exemption for Premium Extracts

WHEREAS, the City of Woodlake requires all cannabis businesses to complete the CEQA process; and

WHEREAS, the project consists of a small structure consistent with exemption 15303 (Class 3); and

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the Categorical Exemption for Premium Extracts and file the Notice of Exemption.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on October 8, 2018.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Tulare
221 S Mooney Blvd
Visalia, CA 93291

From: (Public Agency): City of Woodlake
350 N Valencia Blvd
Woodlake, CA 93286
(Address)

Project Title: Premium Extracts

Project Applicant: City of Woodlake

Project Location - Specific:

Intersection of W Naranjo Blvd and S Blair Road, Woodlake, CA 93286. APN 060-270-019

Project Location - City: Woodlake Project Location - County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:

Project is the construction of a 6,600 sqft metal building that will be used to manufacture cannabis products. The project also includes the construction of improvement near the proposed building.

Name of Public Agency Approving Project: City of Woodlake

Name of Person or Agency Carrying Out Project: Premium Extracts

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15303 (Class 3)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The building is classified as a small structure because it is under 10,000 sqft.

Lead Agency
Contact Person: Jason Waters Area Code/Telephone/Extension: 559-564-8055

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

City of Woodlake

AGENDA ITEM V-C

October 8, 2018

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Accept the Notice of Completion for the Chlorination, SCADA, and Sand Separator Project Constructed by Brough Construction

BACKGROUND:

On August 24, 2015, the City Council of the City of Woodlake authorized staff to go out for bid for a to complete the City of Woodlake Water System Upgrade Project. The City received funding from USDA to improve the water system in Woodlake and Wells Tract.

DISCUSSION:

On August 28, 2017, Council awarded the Chlorination, SCADA, and Sand Separator Project to the lowest responsible bidder Brough Construction. As of September 17, 2018, all improvements as agreed upon by Brough Construction and the City of Woodlake have been completed.

The initial contract for the project was awarded in the amount of five hundred seventy-seven thousand five hundred ninety dollars (\$577,590.00). After eight Change Orders were approved for potholing, electrical improvements, check valves, sand separator improvements, ball valves, meters and drain boxes the final contract amount was in the amount of six hundred eighty-six thousand eight hundred sixteen dollars and thirty-nine cents (\$686,816.39). The Change Orders were covered by contingency funding that was available for the project.

RECOMMENDATIONS:

Staff recommends that Council accept the Notice of Completion for the Chlorination, SCADA, and Sand Separator Project constructed by Brough Construction.

FISCAL IMPACT:

There is no fiscal impact to the City of Woodlake General Fund. The project was funded via a USDA grant and loan that will be repaid via the City's Water Fund.

ATTACHMENTS:

1. Resolution: Accept the Notice of Completion for the Chlorination, SCADA, and Sand Separator Project Constructed by Brough Construction
2. Attachment No. 1 – Chlorination, SCADA, and Sand Separation Project Notice of Completion

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

In the matter of:

ACCEPT THE NOTICE OF COMPLETION)	Resolution No. 18 -
FOR THE CHLORINATION, SCADA, SAND)	
SEPARATOR PROJECT CONSTRUCTED)	
BY BROUGH CONSTRUCTION)	

Councilmember _____, offered the following resolution and moved its adoption. Accept the Notice of Completion for the Chlorination, SCADA, and Sand Separator Project constructed by Brough Construction.

WHEREAS, the City has received funding from USDA to improve the water system in Woodlake and Wells Tract; and,

WHEREAS, the City has received authorization from USDA to begin the improvement projects; and,

WHEREAS, on August 28, 2017, the City Council of the City of Woodlake awarded the Chlorination, SCADA, and Sand Separator Project to the Lowest Responsible Bidder Brough Construction; and

WHEREAS, the initial contract for the project was awarded in the amount of five hundred seventy-seven thousand five hundred ninety dollars (\$577,590.00) and after eight Change Orders were approved for potholing, electrical improvements, check valves, sand separator improvements, ball valves, meters and drain boxes the final contract amount was in the amount of six hundred eighty-six thousand eight hundred sixteen dollars and thirty-nine cents (\$686,816.39).

WHEREAS, as of September 17, 2018, all improvements as agreed upon by Brough Construction and the City of Woodlake have been completed.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to accept the Notice of Completion for the Chlorination, SCADA, and Sand Separator Project constructed by Brough Construction.

The foregoing resolution was adopted upon a motion of Councilmember _____, and seconded by Councilmember _____, and carried by the following vote at the City Council meeting held on October 8th, 2018.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

City of Woodlake

AGENDA ITEM V-D

October 8, 2018

Prepared by Ramon Lara, City Staff

SUBJECT:

Action: Adoption of Resolution: Enter into a Purchase and Sale Agreement for the Property with APN No. 060-170-071 and 060-170-098

BACKGROUND:

The City owns a 17.87-acre parcel on the west side of town adjacent to the industrial park. The parcel sits on Road 204 and Avenue 344 and is planted olives. The site's proximity to the Naranjo Boulevard and Blair Road allow for good access and development potential.

DISCUSSION:

The City has received interest from multiple developers for the development of the above mentioned site. The City has narrowed down two potential developers that would develop the property as a future industrial park. Both developments will include infrastructure improvements to City standards.

The first offer is from Sabrina Lalani and Moe Essa. The offer is in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00). See attached Purchase and Sale Agreement Lalani and Essa.

The second offer is from BPCA Woodlake-Blair, LLC, through its authorized principal, Charlton E. Lui, Trustee, Catalyst Trust. The offer is in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00). See attached Purchase and Sale Agreement Lui.

RECOMMENDATIONS:

Council has the following options:

1. Enter into a Purchase and Sale Agreement with Sabrina Lalani and Moe Essa.
2. Enter into a Purchase and Sale Agreement with BPCA Woodlake-Blair, LLC, through its authorized principal, Charlton E. Lui, Trustee, Catalyst Trust.
3. Further discuss the sale of the property in closed session and decide at the next scheduled Council meeting.

FISCAL IMPACT:

The City of Woodlake General Fund owns the property and would be selling the property.

ATTACHMENTS:

1. Resolution: Enter into a Purchase and Sale Agreement for the Property with APN No. 060-170-071 and 060-170-098
2. Attachment No. 1 – DRAFT Purchase and Sale Agreement Lalani and Essa
3. Attachment No. 2 – DRAFT Purchase and Sale Agreement Lui

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

In the matter of:

ENTER INTO A PURCHASE AND SALE) Resolution No.18 -
AGREEMENT FOR THE PROPERTY WITH)
APN NO. 060-170-071 AND 060-170-098)

Councilmember _____, offered the following resolution and moved its adoption. Enter into a Purchase and Sale Agreement for the property with APN No. 060-170-071 and 060-170-098.

WHEREAS, the City owns a 17.87-acre parcel that sits on Road 204 and Avenue 344 and is planted olives with an Industrial zoning; and

WHEREAS, _____ and the City of Woodlake agree to the attached Purchase and Sale Agreement; and

NOW, THEREFORE, the City Council of the City of Woodlake, agrees to enter into a Purchase and Sale Agreement with _____ for the property with APN No. 060-170-071 and 060-170-098.

The foregoing resolution was adopted upon a motion of Councilmember _____ and seconded by Councilmember _____ and carried by the following vote at the City Council meeting held on October 8, 2018.

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

Rudy Mendoza, Mayor

ATTEST:

Irene Zacarias, City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into as of the _____th day of _____, _____ (“Effective Date”) between CITY OF WOODLAKE (“Seller”) and Sabrina Lalani, and individual, and Moe Essa, an individual, or their assignees (collectively “Buyers”). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

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

1. Property. Seller agrees to sell to Buyers, and Buyers agree to purchase from Seller, the “Property” consisting of +/- 17.87 acres known as portions of Assessor's Parcel Map Numbers 060-170-071 and 060-170-098, and more particularly described in “EXHIBIT A” attached hereto, upon the terms and conditions set forth in this Agreement.
2. Financial Terms.
 - A. Purchase Price. The total “Purchase Price” shall be One Million Seven Hundred Thousand Dollars (\$1,700,000.00).
 - B. Deposit. Within five (5) business days after the full execution and delivery of this Agreement, Buyers shall open an escrow account (“Opening of Escrow”) with _____ (“Escrow Holder”). Within five (5) business days of Opening of Escrow, Buyers shall deliver funds (the “Deposit”) in the amount of Fifty Thousand Dollars and No/100 (\$50,000.00) to Escrow Holder.
 - C. Balance. The balance of the Purchase Price (after credit for the Deposit and interest accrued thereon) shall be paid by Buyers to Seller at the Close of Escrow, by cash [title company or bank check, or wire transfer] to an account designated by Seller. All funds must be received and cleared by Close of Escrow.
3. Close of Escrow.

- A. Date. The conveyance of the Property and the payment of the balance of the Purchase Price (“Close of Escrow”) shall take place at the office of Escrow Holder, during normal business hours, within thirty (30) days following satisfaction of all of the conditions set forth in paragraph 4 below.
 - B. Conveyance. At Close of Escrow, upon the receipt of the Purchase Price, Seller shall deliver to Buyers a Grant Deed (“Deed”) in recordable form, conveying such fee simple title to the Property as was acquired by Seller by Grant Deed, subject only to current real property taxes and those title exceptions approved by Buyers, and free of all contracts, leases and like documents, except as approved by Buyers in writing, together with a Buyers paid ALTA policy, if available, insuring such title in Buyers. Seller shall also execute and deliver to Buyers a certification, acceptable to Buyers, setting forth Seller's address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue and Code of 1986, as amended. In addition, Seller shall execute and deliver to Buyers evidence satisfactory to Buyers that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended (or comparable regulations of other jurisdictions) and that neither Buyers nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant to such provisions.
 - C. Costs and Prorations. Real estate taxes, outstanding assessments that are not liens on the Property, fire and extended coverage insurance premiums, rent, utilities and operating expenses (as applicable) shall be prorated as of the date of Close of Escrow. Buyers shall pay all escrow fees, any transfer taxes and recording fees. Each party shall pay its own attorneys' fees and costs.
 - D. Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.
4. Approval Periods.
- A. Title Matters. Within twenty (20) days after the Opening of Escrow, Seller shall furnish to Buyers, at Seller's expense, a preliminary title report and binder on the Property, copies of all exceptions, conditions, covenants and restrictions affecting the Property, and a copy of all rental agreements and other evidence of the potential rights of anyone other than Seller to the Property (“Title Commitment”). The Title Commitment shall be issued by _____ (“Title Company”) and shall show good and marketable title in Seller. Buyers shall have twenty (20) days after receipt of the Title Commitment to object to Seller in writing. If Buyers timely and reasonably objects to the condition of title Buyers shall be deemed to

have elected to terminate this Agreement, in which case Buyers shall be entitled to the immediate return of the Deposit and cancellation of the escrow. Buyers' failure to object or otherwise disapprove of the condition of title in writing on or before the aforementioned deadline shall constitute Buyers' approval thereof and election to waive said condition.

- B. Site Investigation Period. Buyers shall have thirty (30) days following Opening of Escrow ("Site Investigation Period") to enter upon the Property and investigate whether, in Buyers' sole discretion, the Property is suitable for Buyers' intended purpose. The investigation may include, without limitation, soil and sub-soil conditions, wetland demarcations, environmental, engineering, surveys, land use and planning, utility and other studies, provided that Buyers provides to Seller copies of any and all reports prepared. Any such entry shall be at Buyers' expense and risk (holding Seller harmless from any claims for injury to person or property arising from Buyers' activities on the Property), but shall not constitute a taking of possession, and Buyers shall return each test location to substantially its original condition. Should Buyers determine that the Property is not suitable, Buyers shall provide written notice of same to Escrow Holder within five (5) days after the end of the Site Investigation Period and the Deposit shall then be promptly returned to Buyers and this Agreement shall be terminated with no further obligations to either party, other than the hold harmless provisions within this Agreement which shall survive as to any actions arising prior to termination of this Agreement.
 - C. Development Approvals. If the Property needs to be rezoned, replatted, its permitted use changed or similarly re-designated or have building permits issued ("**Development Approvals**"), Buyers shall have one hundred eighty (180) days from the end of the Site Investigation Period to accomplish such Development Approvals ("Development Approval Period"). Buyers shall pay all costs of Development Approvals, and Seller will cooperate (at no cost) in that effort. If Buyers fails to timely complete Development Approvals the Buyers shall be deemed to have elected to terminate this Agreement and the deposit shall be paid to the Seller.
 - D. Extensions of Escrow. Requests for extensions to delay Close of Escrow by Buyers are not guaranteed by Seller. Should any requests be denied by Seller, and the purchase is not complete, any deposit amounts shall be due to the Seller. Seller may elect not to extend the Close of Escrow for any, or no reason.
5. Seller's Warranties. Seller represents and warrants, to induce Buyers to enter into the Agreement, in addition to any other representations herein, as of the date hereof and the date of Close of Escrow (and all representations and warranties shall survive the Close of Escrow) that:

- A. Seller believes that it owns good and marketable fee simple title to the Property and is not aware of any information to suggest otherwise;
- B. Seller has the authority to execute this Agreement and transfer title as stated;
- C. At Close of Escrow, to the best of Seller's actual knowledge, Seller has no reason to not believe that title to the Property will be free and clear of all leases, liens, easements, covenants, restrictions, parties in possession and/or special encumbrances, except title exceptions permitted by Buyers;
- D. To the best of Seller's actual knowledge, the Property, including soil, subsoil, surface and ground water, improvements and anything else on or under the Property now is and at Close of Escrow will be free of all contamination including but not limited to asbestos, hazardous waste or hazardous substances, as defined by applicable federal and state laws, and by the Resource Conservation and Recovery Act of 1976, as amended and regulations thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the California Hazardous Waste Control Act, the California Health and Safety Code, or similar and applicable laws and regulations. Seller further has neither been advised of nor received any notice regarding any contamination affecting the Property;
- E. To the best of Seller's knowledge, there are no violations of any laws or regulations of applicable governmental authorities affecting the Property, nor are there any governmental or other actions or legal proceedings pending or threatened against Seller or the Property;
- F. To the best of Seller's knowledge, there are no special assessments or eminent domain proceedings pending or threatened against Seller or the Property;
- G. The Property has full, free and adjacent access to and from public highways and roads and there are no facts or conditions which would result in such access being altered; and
- H. From and after the date hereof and until Close of Escrow, Seller will maintain the Property in good order and condition and not permit or commit waste thereon.

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

employees of Seller or from other persons or entities of any of the matters described in the representations and warranties in this Agreement which are limited by the knowledge of Seller.

6. Condemnation. If, prior to Close of Escrow, any part of the Property is taken pursuant to eminent domain proceedings (or private purchase in lieu thereof), or any such proceedings commence, then Buyers may elect by written notice to Seller either to terminate this Agreement, in which case Buyers shall be entitled to return of its Deposit. Upon any such termination pursuant to this paragraph, this Agreement shall be terminated without any rights or obligations from or to either party and the Deposit shall be promptly returned to Buyers. Notwithstanding the foregoing, there is no litigation pending or, after due and diligent inquiry, to Seller's knowledge, threatened, against Seller that arises out of the ownership of the Property or that might detrimentally affect the value, ownership, use or operation of the Property or the ability of Seller to perform its obligations under this Agreement. Seller shall notify Buyers promptly of any such litigation of which Seller becomes aware.
7. Default. If either party fails either to waive a condition or to terminate this Agreement, and because of such failure the other party wants to claim a default, the other party shall give written notice specifying the nature of the failure to the alleged defaulting party, who shall have thirty (30) days (or such time as is reasonable if the failure cannot be reasonably cured in thirty (30) days) to cure the failure. If the failure is on the part of the Seller, Buyers may terminate this Agreement, elect to cure the failure on behalf of Seller, or seek specific performance and/or damages. If the failure is on the part of Buyers, Seller's exclusive remedy shall be to receive the Deposit as full liquidated damages.

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

Seller's Initials _____

Sabrina Lalani Initials _____

Moe Essa Initials _____

8. Successors and Assigns. Buyers may not assign this Purchase and Sale Agreement.
9. 1031 Exchange. At the sole option of Seller, Seller may elect to consummate the transaction as a simultaneous or non-simultaneous like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and requiring Buyers to cooperate with Seller (by executing such documents and taking such actions as may be reasonably necessary) to effectuate the transaction as a like-kind exchange. Buyers is to be at no cost or expense in the exchange and shall not be required to take title to any other property, nor is the Close of Escrow to be delayed, due to Seller's exercise of this provision.
10. Brokers. The parties represent and warrant that Buyers and Seller are not represented by a broker and neither party has incurred any obligations for real estate commissions, finder's fees or any similar fees in connection with the transaction contemplated herein. If any other person asserts a claim for commission or finder's fees in connection with this transaction based upon contact or dealings with Buyers or Seller, the party through whom that person makes its claim will indemnify, hold harmless, and defend the other party from such claim and all expenses, including reasonable attorneys' fees, incurred by the other party in defending the claim. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.
11. Costs of Litigation. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing party. Such fees and costs shall include post-judgment fees, costs and expenses incurred on appeal or in collection of any judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.
12. Time is of the Essence. Seller and Buyers hereby acknowledge and agree that time is strictly of the essence with respect to each and every term and provision of this Agreement.
13. Entire Agreement. This document is the full agreement between the parties regarding the subject matter hereof and may only be altered in a writing signed by both the parties. This Agreement shall not be strictly construed for or against any party. Each party acknowledges that its independent counsel has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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

15. Pre-Closing Inspections by Buyers:

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

- i. Buyers will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, contractors and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyers, its agents or contractors prior to Closing.
- ii. Buyers will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated prior to Closing in connection with any environmental assessments.
- iii. Buyers agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyers prior to Closing.

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

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

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

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

16. As Is Sale – Release – Indemnity:

A. Prior to the Closing Deadline, Buyers will have the opportunity to make such inspections of the Property and matters related thereto as Buyers desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyers' proposed use. Buyers acknowledges and agrees that the Property is to be sold and accepted by Buyers in an "AS IS" condition, with all faults, and Buyers acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyers agrees that any information Buyers may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyers will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property other than those expressly contained in this Agreement; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyers acknowledge that it is entering into this Agreement on the basis of Buyers' own independent investigation of the physical and environmental conditions of the Property. Buyers assume the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller has no obligation to cure any title defects or to assist Buyers in obtaining title insurance.

B. FROM AND AFTER CLOSING, BUYERS WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES,

LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, BUYERS EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

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

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

Sabrina Lalani Initials _____

Moe Essa Initials _____

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

17. Form of Deed; Reservations:

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

18. Closing:

A. Closing will occur on or before _____, 2018 (“Closing Deadline”). The Closing will be deemed to occur upon (1) Buyers’ attainment of all development

approvals, (2) payment of the Sale Price by a cashier's or certified check, AND (3) delivery and recordation of the Deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyers.

- B. If Closing fails to occur due to default by Seller, Buyers may terminate this Agreement as Buyers' sole remedy against Seller. In the event of such termination, neither Seller nor Buyers will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyers, Seller may terminate this Agreement and neither Seller nor Buyers shall have any further obligations or liability hereunder except for any of Buyers' surviving obligations specified in this Agreement. In no event shall Seller have any obligation whatsoever to extend the Closing Deadline for any reason if Buyers fails to perform.
- D. If Buyers fails to perform its conditions by the closing date, Seller is permitted to grant one (1) three (3) month extension for closing at Seller's discretion.

19. No Third-Party Beneficiaries Intended:

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

20. Binding Effect:

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

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NOTICES AND SIGNATURES

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

Sabrina Lalani
Moe Essa[ADDRESS]
[ADDRESS]

Seller:

Rudy Mendoza, Mayor

Date

Buyers:

Sabrina Lalani

Date

Moe Essa

Date

ATTEST:

City Clerk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into as of the 5th day of October, 2018 (“Effective Date”) between CITY OF WOODLAKE (“Seller”) and BPCA Woodlake-Blair, LLC, through its authorized principal, Charlton E. Lui, Trustee, Catalyst Trust, (“Buyer”). In consideration of the several promises and representations of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

WHEREAS, Seller desires to retain or acquire from Buyer the exclusive right to repurchase, without the obligation to repurchase, the Property at the price and upon terms and conditions provided for in this Agreement, if and only if, the “Property” development ceases to move forward due to Buyer’s inability to perform.

1. Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the “Property” consisting of +/- 17.87 acres known as portions of Assessor’s Parcel Map Numbers 060-170-071 and 060-170-098, and more particularly described in “EXHIBIT A” attached hereto, upon the terms and conditions set forth in this Agreement.
2. Financial Terms.
 - A. Purchase Price. The total “Purchase Price” shall be One Million Seven Hundred Thousand Dollars (\$1,700,000.00).
 - B. Deposit. Within five (5) business days after the full execution and delivery of this Agreement, Buyer shall open an escrow account (“Opening of Escrow”) with _____ (“Escrow Holder”). Within five (5) business days of Opening of Escrow, Buyer shall deliver funds (the “Deposit”) in the amount of Fifty Thousand Dollars and No/100 (\$50,000.00), by cashier’s check, bank check, or wire transfer to Escrow Holder.
 - C. Balance. The balance of the Purchase Price (after credit for the Deposit and interest accrued thereon) shall be paid by Buyer to Seller at the Close of Escrow, by cash [title company or bank check, or wire transfer] to an account designated by Seller. All funds must be received and cleared by Close of Escrow.

3. Close of Escrow.

- A. Date. The conveyance of the Property and the payment of the balance of the Purchase Price (“Close of Escrow”) shall take place at the office of Escrow Holder, during normal business hours, within thirty (30) days following satisfaction of all of the conditions set forth in paragraph 4 below.
- B. Conveyance. At Close of Escrow, upon the receipt of the Purchase Price, Seller shall deliver to Buyer a Grant Deed (“Deed”) in recordable form, conveying such fee simple title to the Property as was acquired by Seller by Grant Deed, subject only to current real property taxes and those title exceptions approved by Buyer, and free of all contracts, leases and like documents, except as approved by Buyer in writing, together with a Buyer paid ALTA policy, if available, insuring such title in Buyer. Seller shall also execute and deliver to Buyer a certification, acceptable to Buyer, setting forth Seller's address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue and Code of 1986, as amended. In addition, Seller shall execute and deliver to Buyer evidence satisfactory to Buyer that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended (or comparable regulations of other jurisdictions) and that neither Buyer nor Escrow Holder is required to withhold any amounts from the Purchase Price pursuant to such provisions.
- C. Costs and Proration. Real estate taxes, outstanding assessments that are not liens on the Property, fire and extended coverage insurance premiums, rent, utilities and operating expenses (as applicable) shall be prorated as of the date of Close of Escrow. Buyer shall pay all escrow fees, any transfer taxes and recording fees. Each party shall pay its own attorneys' fees and costs.
- D. Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.

4. Approval Periods.

- A. Title Matters. Within twenty (20) days after the Opening of Escrow, Seller shall furnish to Buyer, at Seller's expense, a preliminary title report and binder on the Property, copies of all exceptions, conditions, covenants and restrictions affecting the Property, and a copy of all rental agreements and other evidence of the potential rights of anyone other than Seller to the Property (“Title Commitment”). The Title Commitment shall be issued by _____ (“Title Company”) and shall show good and marketable title in Seller. Buyer shall have

twenty (20) days after receipt of the Title Commitment to object to Seller in writing. If Buyer timely and reasonably objects to the condition of title Buyer shall be deemed to have elected to terminate this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit and cancellation of the escrow. Buyer's failure to object or otherwise disapprove of the condition of title in writing on or before the aforementioned deadline shall constitute Buyer's approval thereof and election to waive said condition.

- B. Site Investigation Period. Buyer shall have thirty (30) days following Opening of Escrow ("Site Investigation Period") to enter upon the Property and investigate whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended purpose. The investigation may include, without limitation, soil and subsoil conditions, wetland demarcations, environmental, engineering, surveys, land use and planning, utility and other studies, provided that Buyer provides to Seller copies of any and all reports prepared. Any such entry shall be at Buyer's expense and risk (holding Seller harmless from any claims for injury to person or property arising from Buyer's activities on the Property), but shall not constitute a taking of possession, and Buyer shall return each test location to substantially its original condition. This investigation may also include (i) obtaining final approval by a major tenant for the development of a store on the Property and (ii) dealing with governmental bodies with authority over the Property. Should Buyer determine that the Property is not suitable, Buyer shall provide written notice of same to Escrow Holder within five (5) days after the end of the Site Investigation Period and the Deposit shall then be promptly returned to Buyer and this Agreement shall be terminated with no further obligations to either party, other than the hold harmless provisions within this Agreement which shall survive as to any actions arising prior to termination of this Agreement.
- C. Development Approvals. If the Property needs to be rezoned, have platting adjusted, its permitted use changed or similarly re-designated or have building permits issued ("**Development Approvals**"), Buyer shall have one hundred and twenty (120) days from the end of the Site Investigation Period to accomplish such Development Approvals ("Development Approval Period"). Buyer shall pay all costs of Development Approvals, and Seller will cooperate (at no cost) in that effort. If Buyer fails to timely complete Development Approvals the Buyer shall be deemed to have elected to terminate this Agreement and the deposit shall be paid to the Seller.
- D. Extensions of Escrow. Requests for extensions to delay Close of Escrow by Buyer are not guaranteed by Seller. Should any requests be denied by Seller, and the purchase is not complete, any deposit amounts shall be due to the Seller. Seller may elect not to extend the Close of Escrow for any, or no reason.

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

- A. Seller believes that it owns good and marketable fee simple title to the Property and is not aware of any information to suggest otherwise;
- B. Seller has the authority to execute this Agreement and transfer title as stated;
- C. At Close of Escrow, to the best of Seller's actual knowledge, Seller has no reason to not believe that title to the Property will be free and clear of all leases, liens, easements, covenants, restrictions, parties in possession and/or special encumbrances, except title exceptions permitted by Buyer;
- D. To the best of Seller's actual knowledge, the Property, including soil, subsoil, surface and groundwater, improvements and anything else on or under the Property now is and at Close of Escrow will be free of all contamination including but not limited to asbestos, hazardous waste or hazardous substances, as defined by applicable federal and state laws, and by the Resource Conservation and Recovery Act of 1976, as amended and regulations thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the California Hazardous Waste Control Act, the California Health and Safety Code, or similar and applicable laws and regulations. Seller further has neither been advised of nor received any notice regarding any contamination affecting the Property;
- E. To the best of Seller's knowledge, there are no violations of any laws or regulations of applicable governmental authorities affecting the Property, nor are there any governmental or other actions or legal proceedings pending or threatened against Seller or the Property;
- F. To the best of Seller's knowledge, there are no special assessments or eminent domain proceedings pending or threatened against Seller or the Property;
- G. The Property has full, free and adjacent access to and from public highways and roads and there are no facts or conditions which would result in such access being altered; and
- H. From and after the date hereof and until Close of Escrow, Seller will maintain the Property in good order and condition and not permit or commit waste thereon.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the actual

knowledge of (i) Ramon Lara with the City of Woodlake, (ii) all employees or agents of Seller with supervisory responsibilities concerning the Property, and (iii) such other persons at a management or supervisory level who would, in the ordinary course of their responsibilities as employees or agents of Seller, receive notice from other agents or employees of Seller or from other persons or entities of any of the matters described in the representations and warranties in this Agreement which are limited by the knowledge of Seller.

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

7. Default. If either party fails either to waive a condition or to terminate this Agreement, and because of such failure the other party wants to claim a default, the other party shall give written notice specifying the nature of the failure to the alleged defaulting party, who shall have thirty (30) days (or such time as is reasonable if the failure cannot be reasonably cured in thirty (30) days) to cure the failure. If the failure is on the part of the Seller, Buyer may terminate this Agreement, elect to cure the failure on behalf of Seller, or seek specific performance and/or damages. If the failure is on the part of Buyer, Seller's exclusive remedy shall be to receive the Deposit as full liquidated damages.

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

UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389.

Seller's Initials _____

Buyer's Initials CEZ

8. Successors and Assigns. Buyer may not assign this Purchase and Sale Agreement outside of the entity already identified as Charlton E. Lui, Trustee, Catalyst Trust, BPCA Woodlake-Blair, LLC, Beryl Posh, LLC and BPCA Woodlake-Blair, LLC holdings and yet TBD subsidiaries and/or yet to be determined entities under the Beryl Posh, LLC umbrella.
9. 1031 Exchange. At the sole option of Seller, Seller may elect to consummate the transaction as a simultaneous or non-simultaneous like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and requiring Buyer to cooperate with Seller (by executing such documents and taking such actions as may be reasonably necessary) to effectuate the transaction as a like-kind exchange. Buyer is to be at no cost or expense in the exchange and shall not be required to take title to any other property, nor is the Close of Escrow to be delayed, due to Seller's exercise of this provision.
10. Brokers. "Buyer" acknowledges the established Broker relationship between the "Buyer" and Real Estate Source, Inc. DRE #01869619, Broker, Robin L. DeCristofaro DRE #01937531, Agent, compensated by a flat rate of \$25,000 commission to be paid exclusively by Buyer at the "Close of Escrow". Other than the aforementioned Buyer's Broker, the parties represent and warrant that Buyer and Seller are not represented by any other broker and selling party has not incurred any obligations for real estate commissions, finder's fees or any similar fees in connection with the transaction contemplated herein. If any other person asserts a claim for commission or finder's fees in connection with this transaction based upon contact or dealings with Buyer or Seller, the party through whom that person makes its claim will indemnify, hold harmless, and defend the other party from such claim and all expenses, including reasonable attorneys' fees, incurred by the other party in defending the claim. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.
11. Costs of Litigation. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing party. Such fees and costs shall include post-judgment fees, costs and expenses incurred on appeal or in

collection of any judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

12. Time is of the Essence. Seller and Buyers hereby acknowledge and agree that time is strictly of the essence with respect to each and every term and provision of this Agreement.
13. Entire Agreement. This document is the full agreement between the parties regarding the subject matter hereof and may only be altered in a writing signed by both the parties. This Agreement shall not be strictly construed for or against any party. Each party acknowledges that its independent counsel has reviewed this Agreement and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
14. Acceptance. To evidence their agreement with the foregoing and their intent to be legally bound, the parties have executed this Agreement as of the Effective Date.
15. Pre-Closing Inspections by Buyer:
 - A. Buyer's right to enter upon the Property prior to close of escrow is subject to the following:
 - i. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, contractors and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyers, its agents or contractors prior to Closing.
 - ii. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated prior to Closing in connection with any environmental assessments.
 - iii. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.
 - B. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines and other structures may be buried on the Property.

Prior to close of escrow, before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer' Contractors:

- i. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone Underground Service Alert at 811 and 1-800-336-9193 (a prior owner's 24- hour, 7 -day number for normal and emergency calls) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.
 - ii. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- C. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of A and B of this section and Seller will retain all of its remedies for Buyer default under A and B.

16. As Is Sale – Release – Indemnity:

- A. Prior to the Closing Deadline, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an “AS IS” condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property other than those expressly contained in this Agreement; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively “Condition of the Property”). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer' own

independent investigation of the physical and environmental conditions of the Property. Buyer assume the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.

B. FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

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

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

Buyer's Initials

 CZ

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

17. Form of Deed; Reservations:

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

18. Closing:

- A. Closing will occur on or before 180 days after acceptance of this Purchase and Sale Agreement (“Closing Deadline”). The Closing will be deemed to occur upon (1) Buyer’ attainment of all development approvals, (2) payment of the Sale Price by a wire transfer, cashier’s or certified check, AND (3) delivery and recordation of the Deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyers.

- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer’s sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder. The Deposit shall then be promptly returned to Buyer and this Agreement shall be terminated with no further obligations to either party, other than the hold harmless provisions within this Agreement which shall survive as to any actions arising prior to termination of this Agreement.

- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer’ surviving obligations specified in this Agreement. In no event shall Seller have any obligation whatsoever to extend the Closing Deadline for any reason if Buyer fails to perform.

- D. If Buyer fails to perform its conditions by the closing date, Seller is permitted to grant one (1) three (3) month extension for closing at Seller’s discretion.

19. No Third-Party Beneficiaries Intended:

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

20. Binding Effect:

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

NOTICES AND SIGNATURES

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

Charlton E. Lui
BPCA Woodlake-Blair, LLC
318 Avenue I, #855
Redondo Beach, CA 90277

Seller:

Rudy Mendoza, Mayor

Date

Buyers:



BPCA Woodlake-Blair LLC
Charlton E. Lui - Trustee, Catalyst Trust,

October 5th, 2018
Date

ATTEST:

City Clerk

Date