

Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

Farmersville City Council Regular Meeting

Monday, January 27, 2020 6:00 PM
Meeting held in Civic Center Council Chambers
– 909 W. Visalia Road Farmersville, California

1. **Call to Order:**
2. **Roll Call:**
3. **Invocation:**
4. **Pledge of Allegiance:**
5. **Public Comment:**

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

6. **Presentations:**
 - A. **California Renewable Energy Proclamation**
7. **Consent Agenda:**

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

A. Minutes of Regular City Council Meeting of January 13, 2020.

Recommend approval of minutes.

Documents: Draft Action Minutes of January 13, 2020.

B. Authorize purchase of Street Right-of-Way from Marlene Gardiner and DMA Investments Limited Partnership in the amount of \$18,900.00 and approve Right of Way Agreement; and accept Grant Deed and authorize to execute Deed Certification

Recommend that the City Council:

- 1) Authorize the purchase of street right-of-way on Farmersville Blvd. from Marlene Gardiner and DMA Investments Limited Partnership, located as shown on the attached map in the amount of \$18,900.00; and
- 2) Accept the attached Grant Deed for street right-of-way purposes from Marlene Gardiner and DMA Investments Limited Partnership, and authorize to execute and the City Clerk to attest and record said deed; and
- 3) Approve the attached Right of Way Agreement.

Documents: Grant Deed APN 111-290-007
Right of Way Agreement

C. Authorize purchase of Street Right-of-Way from Danny Quinn and Erin Quinn in the amount of \$33,400.00 and approve Right of Way Agreement; and accept Grant Deed and authorize to execute Deed Certification

Recommend that the City Council:

- 1) Authorize the purchase of street right-of-way on Road 164 from Danny Quinn and Erin Quinn, located as shown on the attached map in the amount of \$33,400.00; and
- 2) Accept the attached Grant Deed for street right-of-way purposes from Danny Quinn and Erin Quinn, and authorize to execute and the City Clerk to attest and record said deed; and
- 3) Approve the attached Right of Way Agreement.

Documents: Grant Deed APN 128-280-004
Right of Way Agreement

D. Authorize the approved 2019/2020 CIP Project purchase of 14 handheld radios and related equipment for use by the Police Department in the amount of \$50,375.01.

Recommend that the City Council authorize the approved 2019/2020 CIP Project purchase of 14 handheld radios and related equipment for use by the Police Department.

Documents: Quotes from Motorola Solutions for 14 handheld radios

8. General Business

A. Authorize the order and purchase of a vehicle for the Code Enforcement Department in the amount of \$38,155.18.

Recommend that the City Council authorize staff to order and purchase a vehicle for use by the Code Enforcement Department.

Documents: Quote from National Fleet Group
Quote from Cooks Communications
Quote from Motorola Solutions

9. Council Reports

A. City Council Updates and Committee Reports

10. Staff Communications:

11. Future Agenda Items

1. Review and adopt Master Fee Schedule – FY 2019/20
2. Development Impact Fee Study - FY 2019/20
3. Joint Meeting with Farmersville Unified School District – TBD
4. Discuss Groundwater Recharge Projects

12. Adjournment:

NOTICE TO PUBLIC

The City of Farmersville Civic Center and City Council Chambers comply with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact City Hall at (559) 747-0458 please allow at least six (6) hours prior to the meeting so that staff may make arrangements to accommodate you.

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City's offices during normal business hours.

Drafted by: J. Gomez

Strong Roots.....Growing Possibilities

City of Farmersville
Proclamation
“California Renewable Energy”
January 26-31, 2020

WHEREAS, California ranks first in the nation for solar energy production and fourth in the nation for wind power capacity with nearly 32,000 megawatts installed, producing enough electricity to power nearly 8 million homes; and

WHEREAS, California is home to 106 wind farms, 13 wind-related manufacturing facilities, and 2,767 solar-related companies; and

WHEREAS, wind powers opportunity in cities and communities all across California, resulting in \$87.5 million in state and local tax payments; and

WHEREAS, solar and wind farms in California have attracted nearly \$15 billion dollars in investment to date, helping to spur critical investments in communities that fund manufacturing jobs, education programs, and local economic development projects; and

WHEREAS, the development of solar and wind power now supports nearly 81,000 jobs across the state; and

WHEREAS, the advancements in solar and wind power will greatly enhance our ability to attract new businesses and talent to our state and community, and will continue to grow as a major force in the U.S. economy;

THEREFORE, I, Gregorio Gomez, Mayor of Farmersville, do hereby recognize January 26-31 as California Renewable Energy Week in Farmersville and encourage Californians to learn more about solar and wind impact on our community and celebrate California’s leadership in renewable energy production.

Presented this 27th day of January, 2020

Gregorio Gomez, Mayor

B O O S T

CALIFORNIA

California has long been one of America's wind energy leaders and recently established the goal to obtain 100% of its electricity from clean energy sources by 2045. As we continue to pave the way in renewable energy, it is important that we continue to advocate for policies that strengthen our green energy economy, reduce our carbon footprint, and achieve California's renewable portfolio standard goals through the use of wind power.

\$87.5 MILLION
IN ANNUAL LOCAL & STATE TAX REVENUE

1.31 MILLION 
HOMES POWERED BY WIND

1.4 MILLION 
CARS WORTH OF CO2 EMISSIONS AVOIDED

22 BILLION 
BOTTLES OF WATER SAVED

5,000 JOBS
CREATED IN THE WIND INDUSTRY


\$20 MILLION
IN ANNUAL LEASE PAYMENTS TO FARMERS


B O O S T CALIFORNIA



California has long been one of America's renewable energy leaders, our commitment to renewable energy has meant **new jobs, a bigger tax base, and a reduction in our environmental footprint.** Maintaining our position as a national leader in wind energy is key to the success of our state and its economy.

California BOOST is working to achieve our state's Renewable Portfolio Standard Goal, strengthen our Green Energy Economy by creating Green collar jobs in every community and reducing our carbon footprint. **We must invest in the future of California.**

California ranks first in the nation for solar energy production and fourth in the nation for wind power capacity with nearly 32,000 megawatts installed, producing enough electricity to power nearly 8 million homes.

California is home to 106 wind farms, 13 wind-related manufacturing facilities, and 2,767 solar-related companies.

Wind powers opportunity in cities and communities across California, resulting in \$87.5 million in state and local tax payments.

Solar and wind farms in California have attracted nearly \$15 billion dollars in investment to date, helping to spur critical investments in communities that fund manufacturing jobs, education programs, and local economic development projects.

The development of solar and wind power now supports nearly 81,000 jobs across the state.

The advancements in solar and wind power will greatly enhance our ability to attract new businesses and talent to our state and community and will continue to grow as a major force in the U.S. economy.

JOIN OUR COALITION OF RENEWABLE ENERGY ADVOCATES ACROSS THE STATE AS WE "BOOST CALIFORNIA INTO THE FUTURE!"

Boost California, an initiative for the American Wind Energy Association, is a coalition of wind and solar energy supporters advocating for policies on a local, state, and federal level that enhance investment in renewable energy to boost our local economy.

B O O S T CALIFORNIA

Boost California, an initiative for the American Wind Energy Association, is a coalition of wind and solar energy supporters advocating for policies on a local, state, and federal level that enhance investment in renewable energy to boost our local economy.



Yes, you may list me/my organization as a BOOST coalition member!

Please select a category: Organization Company Elected Official Individual

City of Farmersville

Company or Organization Name

Gregorio Gomez

Mayor

Name

Title/Occupation

Farmersville

Tulare

City

County

(559) 747-0458

ggomez@cityoffarmersville-ca.gov

Phone Number

E-mail Address

Signature

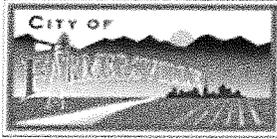
Date

I/organization is willing to:

Post information on social media

Participate in media events

Please email completed form to brenda@qs-pa.com



Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

Farmersville City Council Regular Meeting

Monday, January 13, 2020 6:00 PM
Meeting held in Civic Center Council Chambers
– 909 W. Visalia Road Farmersville, California

1. **Call to Order:** 6:01pm
2. **Roll Call:** Gomez, Boyer, Hernandez, Macareno, Vasquez (*absent*)
3. **Invocation:** Councilmember Boyer
4. **Pledge of Allegiance:** Mayor Gomez
5. **Public Comment:**

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

Trinidad Renteria Woodlake residents - Addressed council with concerns regarding his fees for a lien that was placed at 715 S. Shasta, Farmersville.

Mayor Gomez reopened Public Comment at 6:52pm with a motion by Council Member Boyer, seconded by Council Member Hernandez, and unanimously approved by Council.

Doug Kessler presented information regarding Boost for California. Would like City of Farmersville to join coalition of renewable energy advocates across the state. Staff will place an item on the next agenda.

6. **Presentations:**

A. **Fiscal Year 2019 Financial Statements**

Josh Giosa Audit Manager from Price Paige & Company went over Financial Statements for the year ended June 30, 2019.

Anthony Gonzalez In Charge Auditor from Price Paige & Company went over the Single Audit Report for the year ended June 30, 2019.

Mr. Smith from National Builders Supply had several questions regarding Financial Statements which were responded to by the consultants.

B. NHA Analysis for Sewer Fund Solar Project Financing Options

Eric Scriven and Christian Sprunger from NHA Advisors gave Council a presentation regarding Financing options for the WWTP Solar Panel project.

Council agreed that Scenario 3D- City Owned Solar Project was the best option with funding by a grant and loan combination.

7. Consent Agenda:

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

A. Minutes of Regular City Council Meeting of December 23, 2019.

Recommend approval of minutes.

Documents: Draft Action Minutes of December 23, 2019.

B. Consideration of Warrant Register for December 2019

Recommend approval of Warrant Registers for December 2019.

Documents: December 2019 Warrant Register

C. Authorize purchase of Street Right-of-Way from Jorge Gutierrez and Marta Adilia Aguirre in the amount of \$650 and approve Right of Way Agreement; and accept Grant Deed and authorize to execute Deed Certification.

Recommend that the City Council:

- 1) Authorize the purchase of street right-of-way on Road 164 from Jorge Gutierrez and Marta Adilia Aguirre, located as shown on the attached map in the amount of \$650; and
- 2) Accept the attached Grant Deed for street right-of-way purposes from Jorge Gutierrez and Marta Adilia Aguirre, and authorize to execute and the City Clerk to attest and record said deed; and
- 3) Approve the attached Right of Way Agreement.

Documents: Grant Deed APN 111-202-040
Right of Way Agreement

D. Authorize purchase of Street Right-of-Way from Jesus Soto, Jr. in the amount of \$49,000 and approve Right of Way Agreement; and accept Grant Deed and authorize to execute Deed Certification.

Recommend that the City Council:

- 1) Authorize the purchase of street right-of-way on Farmersville Blvd from Jesus Soto, Jr., located as shown on the attached map in the amount of \$49,000; and
- 2) Accept the attached Grant Deed for street right-of-way purposes from Jesus Soto, Jr., and authorize to execute and the City Clerk to attest and record said deed; and
- 3) Approve the attached Right of Way Agreement

Documents: Grant Deed APNs 128-220-071, 128-230-034
Right of Way Agreement

E. Resolution to Apply for HOME funding for a new construction multifamily rental project—Farmersville Village II

Recommend that the City Council adopt Resolution 2020-002 authorizing the application to the State’s Department of Housing and Community Development (HCD) under the HOME program for up to \$5.1 million in loan funding to provide project financing which will be used to construct Farmersville Village II.

Documents: Resolution 2020-002

Council Member Boyer recused himself from Consent Item E due to a business conflict. A motion to approve Consent item E was made.

Result: Approved
Mover: Councilmember Macareno
Seconded: Councilmember Hernandez
Ayes: Gomez, Hernandez, Macareno
Noes:
Recused: Councilmember Boyer
Absent : Vasquez

Motion to approve Consent items A, B, C, D

Result: Approved
Mover: Councilmember Boyer
Seconded: Councilmember Hernandez
Ayes: Gomez, Boyer, Hernandez, Macareno
Noes:
Abstain: Boyer abstained from Item B.
Absent : Vasquez

8. General Business

A. Public Hearing: Final Grant Expenditures and Accomplishments for 14-CDBG-9900 Housing, Public Service, and Public Facility Improvement Activities

Recommend that the City Council authorize the City Manager to finalize and submit 14-CDBG-9900 grant closeout documents to California's Department of Housing and Community Development (HCD).

Documents: Closeout Certification Form
Request to Disencumber Funds Letter

Council Member Boyer recused himself due to a business conflict.

Lisa Wallis-Dutra from Self Help discussed final grant expenditures for Block Grant (CDBG) 14-CDBG-9900. Recommend that the City Manager finalize and closeout certification.

Mayor Gomez opened the Public Hearing at 8:04pm and with no comments given, closed Public Hearing at 8:04pm.

Motion to approve as presented.

Result: Approved

Mover: Councilmember Hernandez

Seconder: Councilmember Macareno

Ayes: Gomez, Hernandez, Macareno

Noes:

Recused : Councilmember Boyer

Absent : Vasquez

B. Final Grant Expenditures and Accomplishments for 15-HOME-10895 Housing Programs

Recommend that the City Council authorize the City Manager to finalize and submit any remaining 15-HOME-10895 documentation and closeout the grant with the Department of Housing and Community Development (HCD).

Council Member Boyer recused himself due to a business conflict.

Lisa Wallis-Dutra from Self Help discussed and reviewed final grant expenditures for (HOME) 15-HOME-10895. Recommend that the City Manager finalize and closeout certification.

Motion to approve as presented.

Result: Approved
Mover: Councilmember Hernandez
Seconder: Councilmember Macareno
Ayes: Gomez, Hernandez, Macareno
Noes:
Recused : Councilmember Boyer
Absent : Vasquez

C. Select a Nominee for the Alternate Transit Representative on the Tulare County Association of Governments Board

Recommend that the City Council vote and select a nominee for the vacant position.

Council nominated Virginia Gurrola, City of Porterville.

Result: Approved
Mover: Councilmember Boyer
Seconder: Councilmember Gomez
Ayes: Gomez, Boyer, Hernandez, Macareno
Noes:
Abstain:
Absent : Vasquez

D. Potential to amend standards for recycling facilities in the downtown Central Commercial Zone (CC zone)

Recommend that the City Council review this report concerning a potential amendment to standards for recycling businesses in the downtown area and provide direction to staff as appropriate.

Karl Schoettler, City Planner discussed amending the Zoning Ordinance regarding recycling facilities in the downtown zone.

City Council suggested that these facilities not be allowed in the downtown zone, and that a CUP would be needed for other commercial zones, and that it would be permitted in industrial zones. They advised Mr. Schoettler that they would like this topic of discussion to be brought to the next Planning Commission Meeting.

E. Annual review and adoption of the City Investment Policy by Resolution

Recommend that the City Council approve Resolution 2020-001 adopting the Annual Statement of Investment Policy.

Documents:

- 1) City of Farmersville Investment Policy
- 2) Resolution 2020-001 Annual Statement of Investment Policy
- 3) Investment Policy & Resolution 2004-26

Steve Huntley, Director of Finance & Administration discussed revised Investment Policy.

Motion to approve as presented.

Result: Approved
Mover: Councilmember Macareno
Secunder: Councilmember Hernandez
Ayes: Gomez, Boyer, Hernandez, Macareno
Noes:
Abstain:
Absent : Vasquez

F. Authorization for the City of Farmersville's Public Works Projects Pre-Qualification for Contractors

Recommend that the City Council authorize staff to advertise the City of Farmersville's Public Works Projects Pre-Qualification for Contractors.

Documents: Resolution 2016-014

Lisa Wallis-Dutra discussed having a pre-qualification process for contractors for upcoming projects.

Motion to approve as presented.

Result: Approved
Mover: Councilmember Boyer
Secunder: Councilmember Hernandez
Ayes: Gomez, Boyer, Hernandez, Macareno
Noes:
Abstain:
Absent : Vasquez

9. Council Reports

A. City Council Updates and Committee Reports

Council Member Boyer thanked Police Department for quick response regarding drive by on December 28th. He will not be able to attend the

Local Motion Awards. He also thanked Public Works for fixing pot holes. Boyer inquired with City Attorney regarding People Consolidated Ditch

Mayor Gomez thanked Police Department for working Holiday Season. He also inquired with Public Works regarding testing done on waterlines.

10. Staff Communications:

Finance & Administrative Director Steve Huntley commented about upcoming Future Agenda Item Development Impact Fee.

Public Works Director Jeff Dowlen updated Council on temporary employees working for Public Works. The four temporary employees have assisted in the Round About, Water Main Service Repair, Sports Park, Armstrong Park, Pot Holes and WWTP.

11. Future Agenda Items

1. Review and adopt Master Fee Schedule – FY 2019/20
2. Development Impact Fee Study - FY 2019/20
3. Joint Meeting with Farmersville Unified School District – TBD
4. Discuss Groundwater Recharge Projects

12. Adjourn to Closed Session

Mayor Gomez adjourned to closed session at 8:35pm

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Title: City Attorney

13. Reconvene to Open Session:

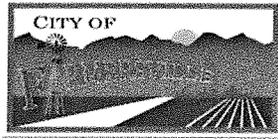
Mayor Gomez reconvened at 9:04pm with nothing to report.

14. Adjournment:

Mayor Gomez adjourned the meeting at 9:04pm.

Respectfully submitted,

Rochelle Giovani
City Clerk



City Council

Staff Report 7B

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: January 27, 2020

SUBJECT: Authorize purchase of Street Right-of-Way from Marlene Gardiner and DMA Investments Limited Partnership in the amount of \$18,900 and approve Right of Way Agreement; and accept Grant Deed and authorize to execute Deed Certification.

RECOMMENDED ACTION:

Recommend that the City Council:

- 1) Authorize the purchase of street right-of-way on Farmersville Blvd from Marlene Gardiner and DMA Investments Limited Partnership located as shown on the attached map in the amount of \$18,900; and
- 2) Accept the attached Grant Deed for street right-of-way purposes from Marlene Gardiner and DMA Investments Limited Partnership and authorize to execute and the City Clerk to attest and record said deed; and
- 3) Approve the attached Right of Way Agreement.

BACKGROUND and DISCUSSION:

As part of the North Farmersville Boulevard Widening Project there are twenty-three properties that are being impacted, therefore the City is required to acquire the street right-of-ways necessary for the project.

The partial acquisition of the frontage of this property was appraised by Hopper Company and valued at \$14,500.00. Negotiations for additional compensation were agreed upon through an administrative settlement and now requires formal action by the City Council to approve the total amount of \$18,900.

FISCAL IMPACT:

A budget for right-of-way acquisition was included in the cost of the project which is being funded by Measure R.

ATTACHMENT(S):

Grant Deed APN 111-290-007
Right of Way Agreement

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Farmersville
Attn: City Clerk
909 W. Visalia Road
Farmersville, CA 93223

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED
(To the City of Farmersville)

APN: 111-290-007

For a valuable consideration, receipt of which is hereby acknowledged,

Marlene E. Gardiner, as Trustee of the Marlene E. Gardiner Survivor's Trust, dated January 5, 1988 and DMA Investments Limited Partnership, a California limited partnership which acquired title as DMA Investments, a Nevada limited partnership, as tenants in common (hereinafter collectively referred to as "Grantor"),

hereby grants to the

The City of Farmersville, a municipal corporation (hereinafter referred to as "City"),

the following described interests in real property located in the City of Farmersville, County of Tulare, State of California:

In Fee:

All that certain property described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein; and

Temporary Construction Easement:

A temporary easement for construction and related purposes, in, on, over, under, along, through, and across that certain parcel of land, described in Exhibit C and depicted in Exhibit D, attached hereto and incorporated herein. Said Temporary Construction Easement shall commence thirty (30) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction, or one year after the commencement of construction, whichever occurs first. However, the City shall have the right to extend the Temporary Construction Easement term in

four (4) additional three (3) month increments if City determines that additional time beyond the one-year period is necessary for construction completion. In such case, City shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor \$312 for each three-month extension term exercised. Payment for any such extension(s) shall be paid by City to Grantor concurrent with City's written notice to Grantor of City's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before May 31, 2023. Upon termination, the Temporary Construction Easement area will be generally restored by City to a comparable or better condition as that which existed prior to City's access and use, except vegetation and any improvements acquired by City in this transaction.

Executed this 16th day of January, 2020.

GRANTOR:

Marlene E. Gardiner, as Trustee of the Marlene E. Gardiner Survivor's Trust, dated January 5, 1988

By: Marlene E. Gardiner
Marlene E. Gardiner, Trustee

DMA Investments Limited Partnership,
a California limited partnership, which acquired
title as DMA Investments Limited Partnership, a
Nevada limited partnership

By: Blue Reef Views LLC
Its: General Partner

By: Michael Job
Michael Job
Managing Member

ACKNOWLEDGMENT

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

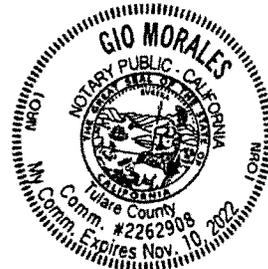
State of California
County of Tulare

On 1-16-2020 before me, Gio Morales, Notary Public, personally appeared Marlene E. Gardiner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gio Morales (Seal)



ACKNOWLEDGMENT

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

State of California
County of Tulare

On 1-16-2020 before me, Gio Morales, Notary Public, personally appeared Michael Job, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gio Morales (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Farmersville, a municipal corporation, hereby accepts for public purposes, including street and utility right of way, the real property, or interest therein, described in that Grant Deed dated _____, from Marlene E. Gardiner, as Trustee of the Marlene E. Gardiner Survivor's Trust dated January 5, 1988 and DMA Investments Limited Partnership, a California limited partnership, which acquired title as DMA Investments Limited Partnership, a Nevada limited partnership, as tenants in common, collectively Grantor therein, to the City of Farmersville, Grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 20__.

CITY OF FARMERSVILLE

By _____
Gregorio Gomez, Mayor

ATTEST:

By _____
Rochelle Giovani, City Clerk

**EXHIBIT A
RIGHT OF WAY ACQUISITION**

All that certain real property situate in the City of Farmersville, County of Tulare, State of California, located in Section 31, Township 18 South, Range 26 East, M.D.M., and being a portion of Parcel 1 as shown on the Parcel Map No. 3826 filed August 28, 1990 in Book 39 of Parcel Maps at Page 29, Tulare County Official Records, described as follows:

BEGINNING at the Southwest corner of said Parcel 1 (39 PM 29);

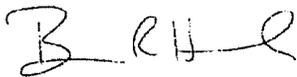
thence from said **POINT OF BEGINNING** North 0°40'54" East along the West line of said Parcel 1 (39 PM 29), 654.21 feet to the Northwest corner of said Parcel 1 (39 PM 29);

thence South 89°23'38" East along the North line of said Parcel 1 (39 PM 29), 4.04 feet;

thence South 0°21'36" East, 654.31 feet to a point on the South line of said Parcel 1 (39 PM 29) that bears South 89°21'14" East, 15.94 feet from the **POINT OF BEGINNING**;

thence North 89°21'14" West along said South line, 15.94 feet to the **POINT OF BEGINNING**.

Containing an area of 6,534 square feet (0.150 acre) more or less



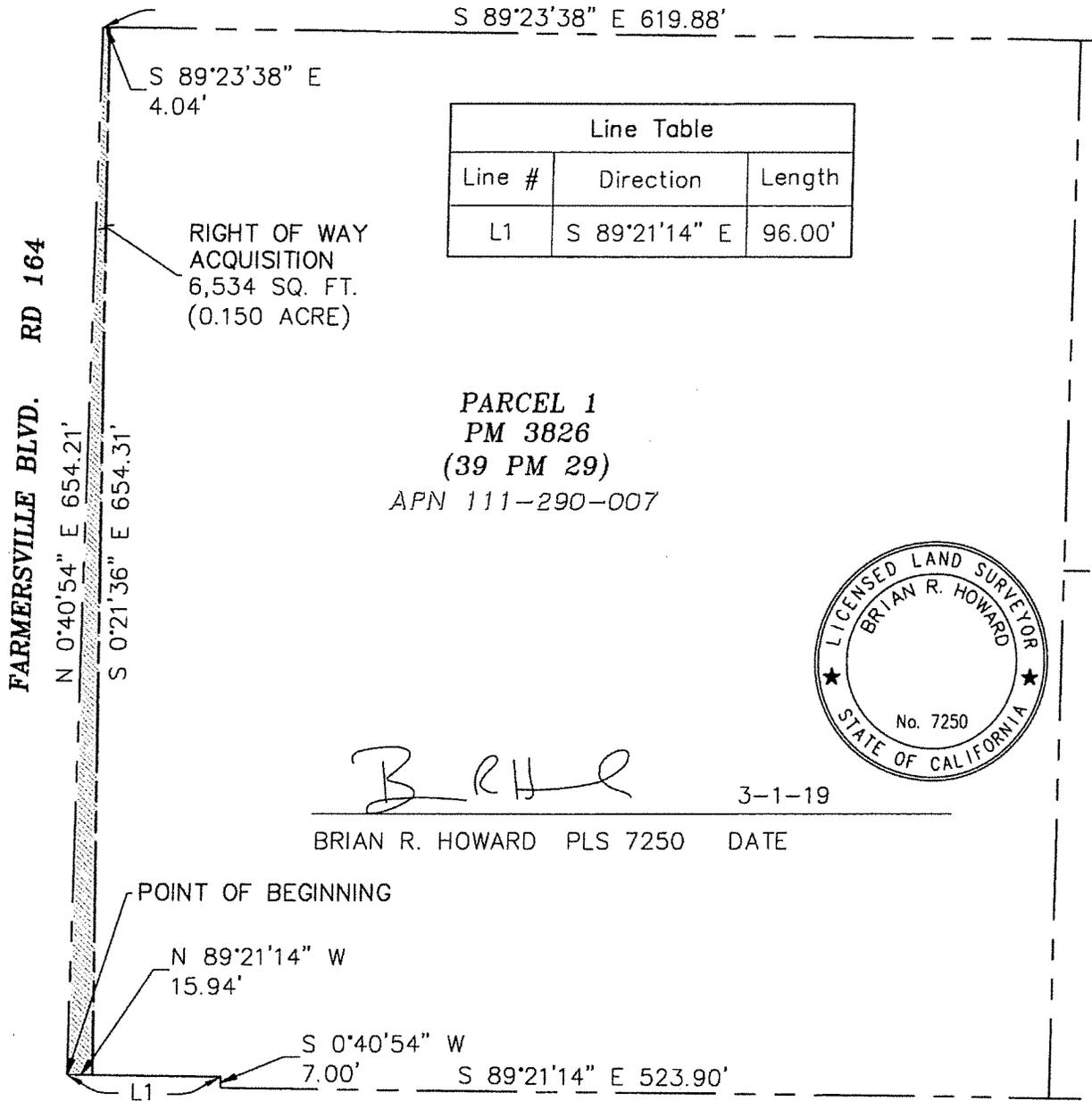
3-1-19

Brian R. Howard PLS 7250 Date



EXHIBIT B

PORTION OF SECTION 31, T. 18 S., R. 26 E., M.D.M.



Line Table		
Line #	Direction	Length
L1	S 89°21'14" E	96.00'

PARCEL 1
PM 3826
(39 PM 29)
APN 111-290-007



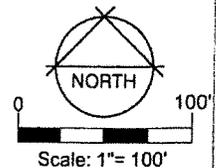
B R H 3-1-19
BRIAN R. HOWARD PLS 7250 DATE

POINT OF BEGINNING

N 89°21'14" W
15.94'

S 0°40'54" W
7.00'

S 89°21'14" E 523.90'



2/28/2019 9:55 AM J:\PRJ\1340\1340LG029.DWG

RIGHT OF WAY ACQUISITION



GHD Inc.
330 Hartnell Avenue, Suite B
Redding, California 96002 USA
T 1 530 242 1700 W www.ghd.com

FARMERSVILLE, CALIFORNIA

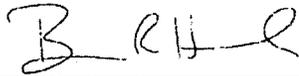
JAN. 23, 2019
1340LG029.dwg

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT

All that certain real property situate in the City of Farmersville, County of Tulare, State of California, located in Section 31, Township 18 South, Range 26 East, M.D.M., and being a portion of Parcel 1 as shown on the Parcel Map No. 3826 filed August 28, 1990 in Book 39 of Parcel Maps at Page 29, Tulare County Official Records, described as follows:

COMMENCING at the Southwest corner of said Parcel 1 (39 PM 29);
thence from said **POINT OF COMMENCEMENT** South 89°21'14" East along the South line of said Parcel 1 (39 PM 29), 15.94 feet to the **TRUE POINT OF BEGINNING**;
thence from said **TRUE POINT OF BEGINNING** North 0°21'36" West, 654.31 feet to a point on the North line of said Parcel 1 (39 PM 29);
thence South 89°23'38" East along said North line, 8.00 feet;
thence South 0°21'36" East, 317.34 feet;
thence North 89°38'24" East, 3.00 feet;
thence South 0°21'36" East, 24.34 feet;
thence South 89°38'24" West, 5.00 feet;
thence South 0°21'36" East, 312.60 feet to a point on the South line of said Parcel 1 (39 PM 29);
thence North 89°21'14" West along said South line, 6.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,682 square feet (0.107 acre) more or less



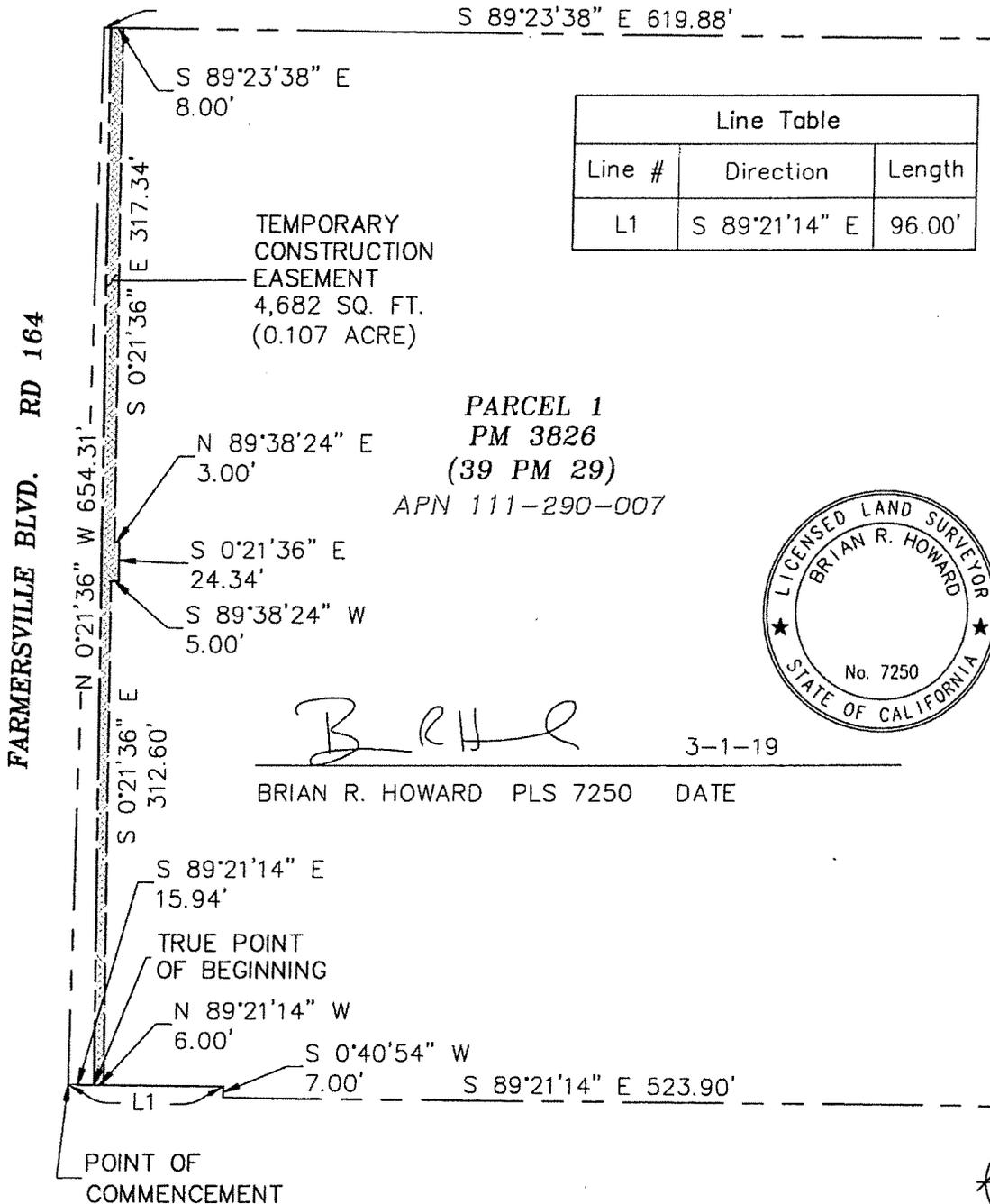
3-1-19

Brian R. Howard PLS 7250 Date

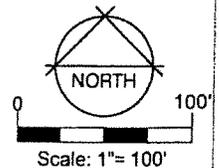


EXHIBIT D

PORTION OF SECTION 31, T. 18 S., R. 26 E., M.D.M.



B R H 3-1-19
BRIAN R. HOWARD PLS 7250 DATE



2/28/2019 9:56 AM J:\PRJ\1340\1340LG029.DWG

TEMP. CONST. EASEMENT



GHD Inc.
330 Hartnell Avenue, Suite B
Redding, California 96002 USA
T 1 530 242 1700 W www.ghd.com

FARMERSVILLE, CALIFORNIA

JAN. 23, 2019
1340LG029.dwg

ASSESSOR PARCEL NO.: 111-290-007
PROJECT: City of Farmersville / N. Farmersville Blvd.
OWNER: Marlene E. Gardiner, Trustee and
DMA Investments Limited Partnership

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

Marlene E. Gardiner, as Trustee of the Marlene E. Gardiner Survivor's Trust, dated January 5, 1988 and DMA Investments Limited Partnership, a California limited partnership which acquired title as DMA Investments Limited Partnership, a Nevada limited partnership, as tenants in common (hereinafter collectively called "Grantor"), and

The City of Farmersville, a municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$18,900 as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in

which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor’s remaining real property to a comparable or better condition than that which existed prior to City’s project construction, to the extent reasonably practical, except vegetation and shall relocate the mailbox structure and address post to behind the new property line. City shall conform Grantor’s adjacent land within the temporary construction easement to a smooth transition to the new street improvements.

F. DRIVEWAY ENCROACHMENT – At no expense to the Grantor, and at the time of roadway construction, the City or its authorized agent will reconstruct any impacted existing driveway approach. Such construction shall be done in a way that allows continuous access to the two residential parcels to the east of Grantor’s parcel. It is understood and agreed that upon completion of said construction, said driveway approach shall be considered as an encroachment under a revocable permit upon the City road, and it is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to pertinent County and State law, and the City’s standard encroachment permit provisions.

G. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City’s facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed. Grantor grants to the City, its agents and contractors, permission to enter the Property for construction purposes upon payment of the compensation set forth in Paragraph 2.A.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances of which Grantor is aware on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on

Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
 - a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.
 - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
 - c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.
 - d) Following recording of Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of the compensation set forth in Paragraph 2.A. issued by a Title Company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes;
 - 2) Public utility easements and public rights of way;
 - 3) Item Nos. 1-10 of the preliminary title report issued by First American Title Company, dated January 2, 2019, referenced as Order No. 54075649796; and
 - 4) Other items that may be approved in writing by City in advance of the close of escrow.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which

may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. CITY COUNCIL APPROVAL - This Agreement represents Grantor's settlement proposal and is expressly subject to and contingent upon City's acceptance and approval. Deposit into escrow of a fully executed copy of this Agreement constitutes acceptance and approval by City. City shall not be bound to the terms and conditions herein unless and until this Agreement has been approved and ratified by the City Council and has been executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

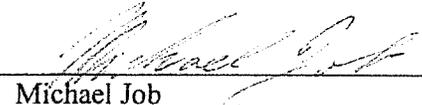
Marlene E. Gardiner, as Trustee of the Marlene E. Gardiner Survivor's Trust, dated January 5, 1988

By Marlene E. Gardiner
(Marlene E. Gardiner, Trustee

Date: 1-16-2020

DMA Investments Limited Partnership, a California limited partnership which acquired title as DMA Investments Limited Partnership, a Nevada limited partnership

By: Blue Reef Views LLC
Its: General Partner

By: 
Michael Job
Managing Member

Date: January 16, 2020

GRANTOR'S MAILING ADDRESS:

Marlene E. Gardiner, Trustee and
DMA Investments Limited Partnership
P.O. Box 2789
Orcutt, CA 93457

CITY OF FARMERSVILLE

By: _____
Gregorio Gomez, Mayor

Date: _____

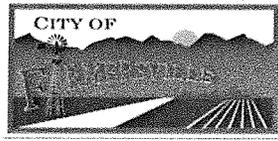
MAILING ADDRESS OF CITY:

City of Farmersville
Department of Public Works
909 W. Visalia Road
Farmersville, CA 93223

ATTEST:

By: _____
Rochelle Giovani, City Clerk

Date: _____



City Council

Staff Report 7C

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: January 27, 2020

SUBJECT: Authorize purchase of Street Right-of-Way from Danny Quinn and Erin Quinn in the amount of \$33,400.00 and approve Right of Way Agreement; and accept Grant Deed and authorize to execute Deed Certification

RECOMMENDED ACTION:

Recommend that the City Council:

- 1) Authorize the purchase of street right-of-way on Road 164 from Danny Quinn and Erin Quinn, located as shown on the attached map in the amount of \$33,400.00; and
- 2) Accept the attached Grant Deed for street right-of-way purposes from Danny Quinn and Erin Quinn, and authorize to execute and the City Clerk to attest and record said deed; and
- 3) Approve the attached Right of Way Agreement.

BACKGROUND and DISCUSSION:

As part of the North Farmersville Boulevard Widening Project there are twenty-three properties that are being impacted, therefore the City is required to acquire the street right-of-ways necessary for the project.

The partial acquisition of the frontage of this property was appraised by Hopper Company and valued at \$33,400.00. The property owner has accepted the City's offer and now requires formal action by the City Council.

FISCAL IMPACT:

A budget for right-of-way acquisition was included in the cost of the project which is being funded by Measure R.

ATTACHMENT(S):

Grant Deed APN 128-280-004
Right of Way Agreement

ASSESSOR PARCEL NO.: 128-280-004
PROJECT: City of Farmersville / N. Farmersville Blvd. Widening
OWNER: Danny and Erin Quinn

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

Danny Quinn and Erin Quinn, husband and wife as joint tenants (hereinafter collectively called "Grantor"), and

The City of Farmersville, a municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$33,400 as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor’s remaining real property to a comparable or better condition than that which existed prior to City’s project construction, to the extent reasonably practical, except vegetation and improvements acquired in paragraph 2.A and except that Grantor requests that City fill in the existing drainage swale along the frontage of the parcel and City will eliminate the swale by filling in the low areas and conforming it to the new street improvements utilizing soil from Grantor’s parcel. City and/or its contractor shall provide temporary construction fencing to secure the frontage of the property at all times during construction once the permanent fence is removed for construction. After completion of construction, City and/or its contractor shall provide written notice to Grantor by personal delivery 10 days prior to removing this temporary construction fencing to allow Grantor time to construct their replacement fence before the temporary fencing is removed.

F. COST TO CURE – Included in the amount payable under paragraph 2.A. is payment in full to compensate Grantor for the expense of performing the following work: remove/relocate/replace wrought iron fencing, gate, gate opener, columns, and relocate mailbox.

G. IMPROVEMENTS – Payment in paragraph 2.A. includes, but is not limited to, payment for concrete driveway, chain link fencing, wrought iron fencing, wrought iron gate, masonry columns, gate opener, which are considered to be part of the realty and are being acquired by City in this transaction. Grantor may salvage any of these improvements for their own benefit if done before start of construction. City and/or its contractor shall provide written notice of commencement of construction 30 days in advance by U.S. first class mail to Grantor.

H. DRIVEWAY ENCROACHMENT – At no expense to the Grantor, and at the time of roadway construction, the City or its authorized agent will reconstruct any impacted existing driveway approaches. It is understood and agreed that upon completion of said construction, said driveway approaches shall be considered as encroachments under a revocable permit upon the City road, and they are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to pertinent County and State law, and the City’s standard encroachment permit provisions.

I. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed. Grantor grants to the City, its agents and contractors, permission to enter the Property for construction purposes upon payment of the compensation set forth in Paragraph 2.A. and 2.E. Grantor further grants to the City, its agents and contractors, permission to enter Grantor's remaining land in order to partially fill in the drainage swale that Grantor requests to be eliminated and conform it to the new sidewalk/street improvements.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal

or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
- a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.
 - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
 - c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.
 - d) Following recording of Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of the compensation set forth in Paragraph 2.A. issued by a Title Company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

- 1) Real Property Taxes for the fiscal year in which escrow closes;

- 2) Public utility easements and public rights of way;
- 3) Item Nos. 1-8 and 10-13 of the preliminary title report issued by First American Title Company, dated January 2, 2019, referenced as Order No. 54075649736; and
- 4) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. CITY COUNCIL APPROVAL - This Agreement represents Grantor's settlement proposal and is expressly subject to and contingent upon City's acceptance and approval. Deposit into escrow of a fully executed copy of this Agreement constitutes acceptance and approval by City. City shall not be bound to the terms and conditions herein unless and until this Agreement has been approved and ratified by the City Council and has been executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

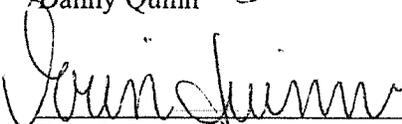
GRANTOR:

Danny Quinn and Erin Quinn, husband and wife as joint tenants



Danny Quinn

Date: 1-11-2020



Erin Quinn

Date: 01-11-2020

GRANTOR'S MAILING ADDRESS:

Danny and Erin Quinn
2495 N. Farmersville Boulevard
Farmersville, CA 93223

CITY OF FARMERSVILLE

By: _____

Gregorio Gomez
Mayor

Date: _____

MAILING ADDRESS OF CITY:

City of Farmersville
Department of Public Works
909 W. Visalia Road
Farmersville, CA 93223

ATTEST:

By: _____

Rochelle Giovani, City Clerk

Date: _____

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Farmersville
Attn: City Clerk
909 W. Visalia Road
Farmersville, CA 93223

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED
(To the City of Farmersville)

APN: 128-280-004

For a valuable consideration, receipt of which is hereby acknowledged,

Danny Quinn and Erin Quinn, husband and wife as joint tenants (hereinafter collectively referred to as "Grantor"),

hereby grants to the

The City of Farmersville, a municipal corporation (hereinafter referred to as "City"),

the following described interests in real property located in the City of Farmersville, County of Tulare, State of California:

In Fee:

All that certain property described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein; and

Temporary Construction Easement:

A temporary easement for construction and related purposes, in, on, over, under, along, through, and across that certain parcel of land described in Exhibit C and depicted in Exhibit D, attached hereto and incorporated herein. Said Temporary Construction Easement shall commence thirty (30) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction, or one year after the commencement of construction, whichever occurs first. However, the City shall have the right to extend the Temporary Construction Easement term in four (4) additional three (3) month increments if City determines that additional time beyond the

one-year period is necessary for construction completion. In such case, City shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor \$200 for each three-month extension term exercised. Payment for any such extension(s) shall be paid by City to Grantor concurrent with City's written notice to Grantor of City's intent to exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before May 31, 2023. Upon termination, the Temporary Construction Easement area will be generally restored by City to a comparable or better condition as that which existed prior to City's access and use, except vegetation and any improvements acquired by City in this transaction.

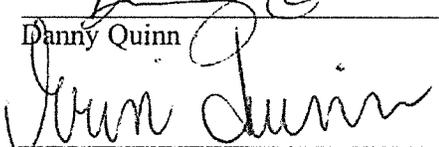
Executed this 11 day of January, 2020.

GRANTOR:

Danny Quinn and Erin Quinn, husband and wife as joint tenants



Danny Quinn



Erin Quinn

ACKNOWLEDGMENT

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

State of California
County of Tulare

On 1-11-20 before me, Gio Morales, Notary Public, personally appeared Danny Quinn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gio Morales (Seal)



ACKNOWLEDGMENT

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

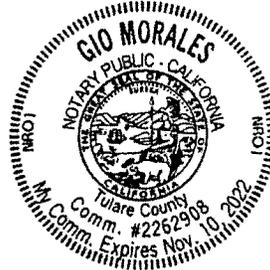
State of California
County of Tulare

On 1-11-20 before me, Gio Morales, Notary Public, personally appeared Erin Quinn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gio Morales (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Farmersville, a municipal corporation, hereby accepts for public purposes, including street and utility right of way, the real property, or interest therein, described in that Grant Deed dated _____, from Danny Quinn and Erin Quinn, husband and wife as joint tenants, collectively Grantor therein, to the City of Farmersville, Grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 20__.

CITY OF FARMERSVILLE

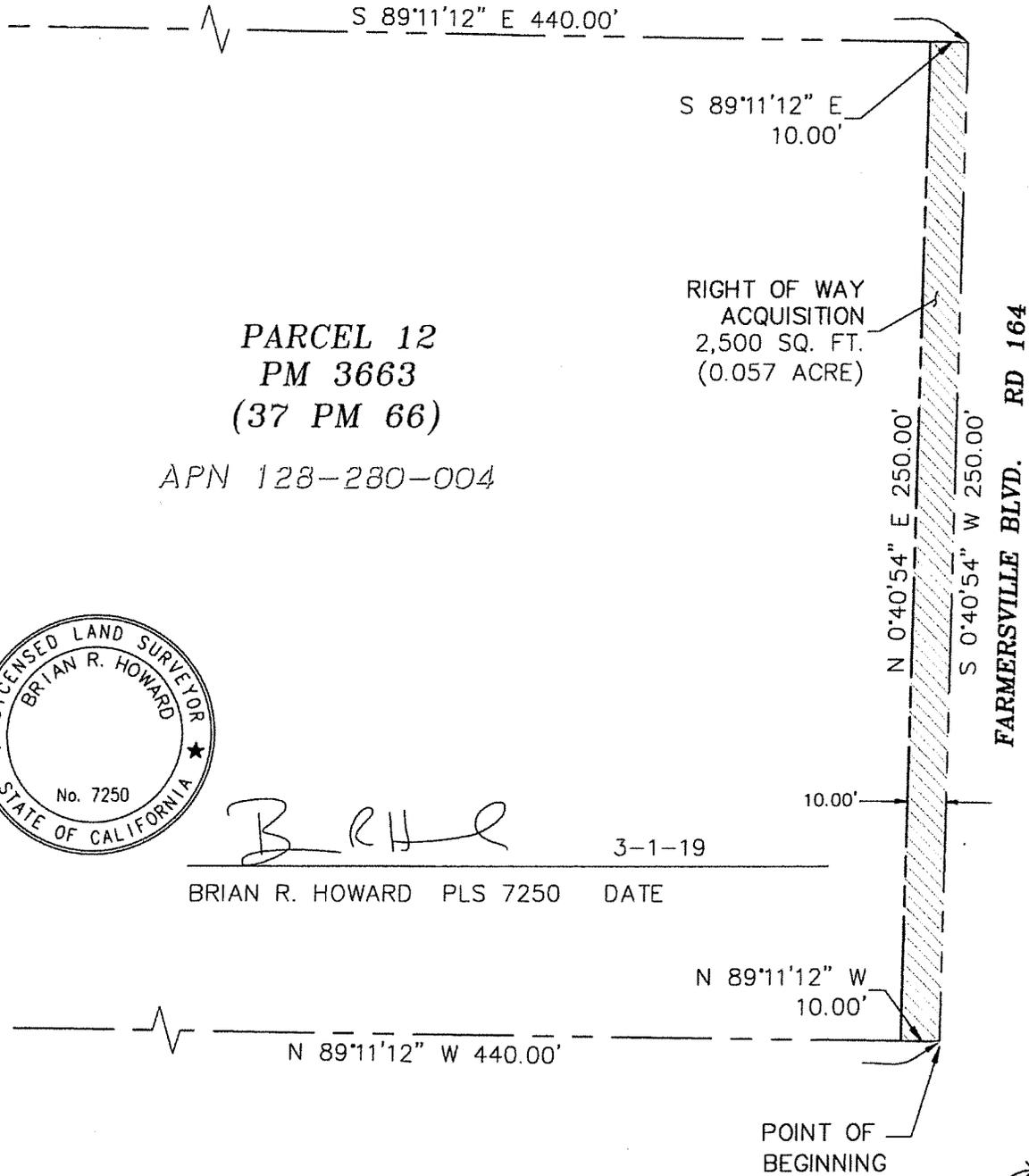
By _____
Gregorio Gomez, Mayor

ATTEST:

By _____
Rochelle Giovani, City Clerk

EXHIBIT 'B'

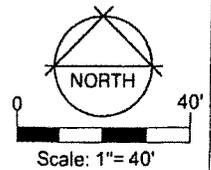
PORTION OF SECTION 36, T. 18 S., R. 25 E., M.D.M.



B R H

3-1-19

BRIAN R. HOWARD PLS 7250 DATE



2/27/2019 12:31 PM J:\PRJ\1340\1340LG015.DWG

RIGHT OF WAY ACQUISITION

FARMERSVILLE, CALIFORNIA



GHD Inc.
330 Hartnell Avenue, Suite B
Redding, California 96002 USA
T 1 530 242 1700 W www.ghd.com

JAN. 23, 2019
1340LG015.dwg

**EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT**

All that certain real property situate in the City of Farmersville, County of Tulare, State of California, located in Section 36, Township 18 South, Range 25 East, M.D.M., and being a portion of Parcel 12 as shown on the Parcel Map No. 3663 filed October 27, 1988 in Book 37 of Parcel Maps at Page 66, Tulare County Official Records, described as follows:

COMMENCING at the Southeast corner of said Parcel 12 (37 PM 66);

thence from said **POINT OF COMMENCEMENT** North 89°11'12" West along the South line of said Parcel 12 (37 PM 66), 10.00 feet to the **TRUE POINT OF BEGINNING**;

thence from said **TRUE POINT OF BEGINNING** North 89°11'12" West continuing along said South line, 22.00 feet;

thence North 0°40'54" East, 175.77 feet;

thence South 89°19'06" East, 9.00 feet;

thence North 0°40'54" East, 74.21 feet to a point on the North line of said Parcel 12 (37 PM 66);

thence South 89°11'12" East along said North line, 13.00 feet;

thence South 0°40'54" West, 250.00 feet to the **TRUE POINT OF BEGINNING** .

Containing an area of 4,832 square feet (0.111 acre) more or less

B R H e

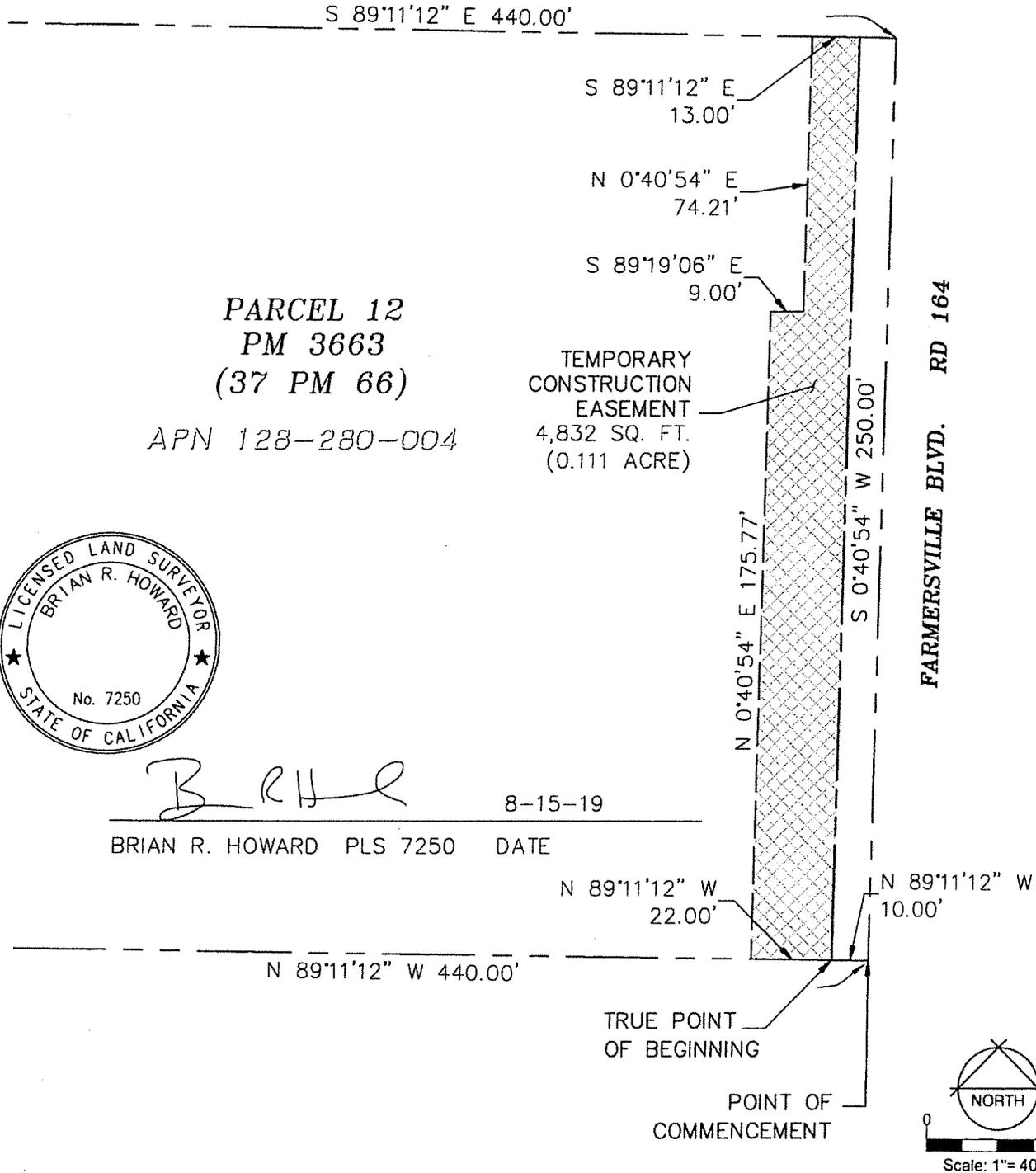
8-15-19

Brian R. Howard PLS 7250 Date



EXHIBIT D

PORTION OF SECTION 36, T. 18 S., R. 25 E., M.D.M.



B R H

8-15-19

BRIAN R. HOWARD PLS 7250 DATE

8/16/2019 11:28 AM J:\PRJ\1340\1340LG015.DWG

TEMP. CONST. EASEMENT

FARMERSVILLE, CALIFORNIA



GHD Inc.
330 Hartnell Avenue, Suite B
Redding, California 96002 USA
T 1 530 242 1700 W www.ghd.com

AUG. 14, 2019
1340LG015.dwg



City Council

Staff Report 7D

TO: Honorable Mayor and City Council

FROM: Mario Krstic, Chief of Police

DATE: January 27, 2020

SUBJECT: Authorize the approved 2019/2020 CIP Project purchase of 14 handheld radios and related equipment for use by the Police Department in the amount of \$50,375.01.

RECOMMENDED ACTION: Authorize the approved 2019/2020 CIP Project purchase of 14 handheld radios and related equipment for use by the Police Department.

BACKGROUND: The handheld radios currently being used by the Police Department are over 10 years old and the software used in those radios will no longer be supported by Motorola. In order to have our communications technology remain current, provide our officers with effective communications equipment, and remain compliant with state and federal recommendations for communications platforms it will be necessary to replace our current handheld radios.

DISCUSSION: Part of the 2019/2020 CIP Plan for the Police Department includes the purchase of new handheld radios. Staff contacted our Motorola Representative and obtained quotes for these radios. The total purchase price is \$50,025.01. Programming of the Radios will be done by Tulare County Radio Maintenance at a cost of \$25 per radio for a total of \$350.

COORDINATION & REVIEW: This item is part of the approved 2019/2020 CIP plan for the City of Farmersville. It has been reviewed and approved by the City Manager.

ALTERNATIVES: None presented at this time.

FISCAL IMPACT: These radios are budgeted to be purchased out of the SLESF funds and will not impact the General Fund.

CONCLUSION: Staff recommends Council authorize the purchase of the radios for use by the Police Department.

ATTACHMENT(S):

- 1) Quotes from Motorola Solutions for 14 handheld radios.



FARMERSVILLE POLICE DEPT

7 Radios

01/06/2020

Billing Address:
 FARMERSVILLE POLICE DEPT
 147 E FRONT ST
 FARMERSVILLE, CA 93223
 US

Quote Date:01/06/2020
Expiration Date:04/05/2020
Quote Created By:
 Scott Siwicki
 Scott.Siwicki@
 motorolasolutions.com

Customer:
 FARMERSVILLE POLICE DEPT
 Troy Evrett
 tevrett@farmersvillepd.com
 +1.559.747.1243

Line #	Item Number	Description	Qty	List Price	Sale Price
	APX™ 6000 Series	APX6000			
1	H98QDF9PW6BN	APX6000 UHF R1 MODEL 2.5 PORTABLE	7	\$4,481.00	\$3,300.83
1a	H869BZ	ENH: MULTIKEY	7		
1b	Q58AL	ADD: 3Y ESSENTIAL SERVICE	7		
1c	H35BU	ADD: CONVENTIONAL OPERATION	7		
1d	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	7		
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	7	\$187.00	\$149.58
3	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	7	\$300.00	\$239.97

Grand Total

\$25,832.66(USD)



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.



FARMERSVILLE POLICE DEPT

9 Radios

01/07/2020

Billing Address:
 FARMERSVILLE POLICE DEPT
 147 E FRONT ST
 FARMERSVILLE, CA 93223
 US

Quote Date:01/07/2020
Expiration Date:04/06/2020
Quote Created By:
 Scott Siwicki
 Scott.Siwicki@
 motorolasolutions.com

Customer:
 FARMERSVILLE POLICE DEPT
 Troy Evrett
 tevrett@farmersvillepd.com
 +1.559.747.1243

Line #	Item Number	Description	Qty	List Price	Sale Price
	APX™ 6000 Series	APX6000			
1	H98QDD9PW5BN	APX6000 UHF R1 MODEL 1.5 PORTABLE	7	\$4,160.00	\$3,066.50
1a	H869BZ	ENH: MULTIKEY	7		
1b	Q58AL	ADD: 3Y ESSENTIAL SERVICE	7		
1c	H35BU	ADD: CONVENTIONAL OPERATION	7		
1d	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	7		
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	7	\$187.00	\$149.58
3	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	7	\$300.00	\$239.97

Grand Total

\$24,192.35(USD)



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.



City Council

Staff Report 8A

TO: Honorable Mayor and City Council

FROM: Mario Krstic, Chief of Police

DATE: January 27, 2020

SUBJECT: Authorize the order and purchase of a vehicle for the Code Enforcement Department in the amount of \$38,155.18.

RECOMMENDED ACTION:

Authorize staff to order and purchase a vehicle for use by the Code Enforcement Department.

BACKGROUND:

Code Enforcement in the City of Farmersville has gone through a number of iterations over the past several years. Code Enforcement was transitioned to a part time position splitting duty with Animal Control and utilizing the Animal Control Vehicle for both functions. Just over a year ago animal control services were contracted out of the City of Visalia, and Council authorized the Code Enforcement position to be a stand-alone full-time position. This position no longer had a vehicle assigned to it and was making use of the City Hall Prius. The need for this vehicle for other administrative functions has since grown and it is also not ideal for the duties and functions of Code Enforcement. This has created a need for a vehicle specifically for Code Enforcement and staff was directed to obtain pricing for an appropriate vehicle and upfit equipment.

DISCUSSION:

Staff has obtained State bid pricing for a 2020 Ford F150 XL SuperCab Special Services pickup. The vehicle retails at \$41,642 including tax and shipping. Staff was able to obtain state pricing from National Auto Fleet Group for an out the door price of \$32,126.51. In addition, staff has obtained a quote from one of our up-fitters, Cooks Communications, out of Fresno of \$2,129.64 for the purchase and installation of emergency safety equipment and from Motorola Solutions \$3,899.03 for a unit radio. This is a total purchase price of \$38,155.18. This is a necessary piece of equipment that will allow Code Enforcement to conduct its in-field inspections and enforcement activities. This item is being added to the Capital Improvement Plan for 2019/2020 fiscal year however there is a 90 day lead time on orders of these special services vehicles making it

important that we get the order in a soon as possible. The actual expenditure will not occur until delivery sometime in May of this year.

COORDINATION & REVIEW:

This item has been reviewed by the Director of Finance and Administration as well as the City Manager. Effective Code Enforcement is one of Councils stated goals and the purchase of this vehicle will help in achieving that goal.

ALTERNATIVES:

None recommended at this time.

FISCAL IMPACT:

This purchase will impact the General Fund primarily with smaller impacts to the Enterprise Funds proportionately.

CONCLUSION:

Staff recommends that Council Authorize the ordering and purchase of the stated vehicle and related safety and communications equipment for use by the Code Enforcement Department.

ATTACHMENT(S):

- 1) Quote from National Fleet Group
- 2) Quote from Cooks Communications
- 3) Quote from Motorola Solutions



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 269-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/18/2019

Quote ID: 12363

Order Cut Off Date: TBA

Mr JAY BROCK
Farmersville Police Department
909 W. Visalia Rd.
Farmersville, California, 93223

Dear JAY BROCK,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2020 Ford F-150 (X1C) XL 2WD SuperCab 6.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit
Contract Price	\$29,231.04
Tax (8.7500 %)	\$2,557.72
Tire fee	\$8.75
Transportation	\$329.00
Total	\$32,126.51

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

KEVIN BUZZARD
Account Manager
Email: BUZZARD5150@GMAIL.COM
Office: (714) 264-1867
Fax: (831) 480-8497



QuickQuoteID: 12363

Name

Mr JAY BROCK

Organization Name

Farmersville Police Department

Address

909 W. Visalia Rd.
Farmersville California
93223

Upfit uploaded document

Description Name:

There is no attachment

Configured Total MSRP Price	\$37,895.00
Sourcwell Price	\$28,831.04

Pricing

Quantity

1

Keys Per Unit (2 keys comes standard per unit)

2

\$400.00

No. of Service Manuals

Base Price

\$29,231.04

Upfit Price

\$0.00

Tax

Sales Tax Rate, if Non-Exempt

8.7500 %

\$2,557.72

OR

Flat Tax Amount

Total Tire Fee

\$8.75

Transportation

\$329.00

Total

\$32,126.51

Order Cut Off is TBA

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

WHEELS	
Code	Description
64C	WHEELS: 17" SILVER STEEL, (STD)
TIRES	
Code	Description
__	TIRES: P245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK METALLIC
PAINT SCHEME	
Code	Description
__	STANDARD PAINT
ADDITIONAL EQUIPMENT	
Code	Description
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm
66S	XL SSV (SPECIAL SERVICE VEHICLE) PACKAGE. -inc: 240 Amp Alternator
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDi engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar
425	50 STATE EMISSIONS
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD on 3.3L V6 PFDi engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness
17C	FRONT & REAR CHROME BUMPERS, -inc: body-color front fascia
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others
96W	TOUGH BED SPRAY-IN BEDLINER
595	FOG LAMPS
52P	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port
91P	8-WAY POWER DRIVER'S SEAT W/POWER LUMBAR
50S	CRUISE CONTROL
60M	FORDPASS CONNECT 4G WI-FI MODEM, -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only; FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required

	after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan
76R	REVERSE SENSING SYSTEM
	XL POWER EQUIPMENT GROUP SAVINGS
OPTION PACKAGE	
Code	Description
100A	EQUIPMENT GROUP 100A BASE

2020 Fleet/Non-Retail Ford F-150 XL 2WD SuperCab 6.5' Box 145" WB

WINDOW STICKER

2020 Ford F-150 XL 2WD SuperCab 6.5' Box 145" WB		
CODE	MODEL	MSRP
X1C	2020 Ford F-150 XL 2WD SuperCab 6.5' Box 145" WB	\$32,580.00
OPTIONS		
64C	WHEELS, 17" SILVER STEEL, (STD)	\$0.00
---	TIRES: P245/70R17 BSW A/S, (STD)	\$0.00
UM	AGATE BLACK METALLIC	\$0.00
---	STANDARD PAINT	\$0.00
95A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$1,170.00
66S	XL SSV (SPECIAL SERVICE VEHICLE) PACKAGE, -inc: 240 Amp Alternator	\$50.00
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	\$595.00
425	50 STATE EMISSIONS	\$0.00
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	INC
17C	FRONT & REAR CHROME BUMPERS, -inc: body-color front fascia	\$175.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
595	FOG LAMPS	\$140.00
52P	SYNC, -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port	\$420.00
91P	8-WAY POWER DRIVER'S SEAT W/POWER LUMBAR	\$350.00
50S	CRUISE CONTROL	\$225.00
60M	FORDPASS CONNECT 4G WI-FI MODEM, -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan	\$225.00
76R	REVERSE SENSING SYSTEM	\$275.00
---	XL POWER EQUIPMENT GROUP SAVINGS	(\$500.00)
100A	EQUIPMENT GROUP 100A BASE	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$36,300.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,595.00
TOTAL PRICE	\$37,895.00

Est City: 18 MPG
Est Highway: 27 MPG
Est Highway Cruising Range: 523.80 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability
Transmission: Electronic 6-Speed Automatic -inc: selectable drive modes: normal/tow-haul/sport
3.55 Axle Ratio
GVWR: 6,300 lbs Payload Package
Transmission w/SelectShift Sequential Shift Control
Rear-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1840# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Steel
Tires: P245/70R17 BSW A/S
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors

Manual Tailgate/Rear Door Lock
Autolamp Fully Automatic Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack (not available w/SYNC)
Radio w/Seek-Scan
Fixed Antenna
2 LCD Monitors In The Front

INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
Fixed Rear Windows
Front Cupholder
Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Manual 1st Row Windows
Outside Temp Gauge
Analog Display
Front Center Armrest
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Dynamic Hitch Assist Back-Up Camera



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: FARMERSVILLE
Quote No.: 9211

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Farmersville Police Dept**
909 W Visalia Rd
Accounts Payable
Farmersville, CA 93223-0000

Ship To: **City of Farmersville Police Dept**
909 W Visalia Rd
Farmersville, CA 93223

Phone: (559) 747-1243
Fax:

Date	Ship Via	F.O.B.	Terms
12/19/19	Up-Fit Shop	Origin	Net 30

Purchase Order Number	Sales Person	Required
	Derek Marchini	12/19/19

Required	Quantity		Item Number	Description	Unit Price	Amount
	Shipped	B.O.				
1			CC-A-S12	Troy 12" Adjustable Console Includes faceplates	280.00	280.00
1			AC-BH95	Dual Cup Holders	35.00	35.00
1			AC-ARMMNT	Troy Adjustable Arm Rest	105.00	105.00
1			454201HL-02	Fed Sig Highlighter LED Amber/Permanent Mount Mini-Lightbar	318.00	318.00
4			416910-A	FS Corner LED System Amber	71.00	284.00
1			7500090	Lighted Rocker Switch	17.00	17.00
2			5080	Relay	14.00	28.00
1			5028	6 Circuit Water Resistant Fuse Block w/Cover	33.00	33.00
1			5029 FPI MNT B	Mounting Bracket for 5029 Fuse Block.	25.00	25.00
1			MATERIALSFEE	Installation Material Bundle	25.00	25.00
1			ROOF-FT-NIT1	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	80.00	80.00
1			RFU6001	Mini UHF Connector RG58	4.00	4.00
1			LAISREG	Shop Installation 2020 Ford F150 SSV CSO Truck	800.00	800.00

*Motorola radio provided
by customer*

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: FARMERSVILLE
Quote No.: 9211

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Farmersville Police Dept**
909 W Visalia Rd
Accounts Payable
Farmersville, CA 93223-0000

Ship To: **City of Farmersville Police Dept**
909 W Visalia Rd
Farmersville, CA 93223

Phone: (559) 747-1243
Fax:

Date	Ship Via	F.O.B.	Terms
------	----------	--------	-------

12/19/19	Up-Fit Shop	Origin	Net 30
----------	-------------	--------	--------

Purchase Order Number	Sales Person	Required
-----------------------	--------------	----------

	Derek Marchini	12/19/19
--	----------------	----------

Quantity		B.O.	Item Number	Description	Unit Price	Amount
Required	Shipped					

Quote subtotal	2034.00
Sales tax @ 7.75000%	95.64

Quote total	2129.64
-------------	---------

We appreciate your continued patronage

Thank You

Billing Address:
 WONDRIES FLEET GROUP
 1100 W MAIN ST
 BRAVO CDJR OF ALHAMBRA
 ALHAMBRA, CA 91801
 US

Quote Date:05/13/2019
Expiration Date:08/11/2019
Quote Created By:
 Garrett Parker
 Garrett.Parker@
 motorolasolutions.com

Customer:
 WONDRIES FLEET GROUP

Contract: 18105 - LA COUNTY , CA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 Series	APX6500				
1	M25QSS9PW1AN	APX6500 UHF R1 MID POWER	1	\$2,438.00	\$1,779.74	\$1,779.74
1a	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$60.00	\$43.80	\$43.80
1b	G90AC	ADD: NO MICROPHONE NEEDED APX	1	\$0.00	\$0.00	\$0.00
1c	G72AD	ADD: APX O3 HANDHELD CH	1	\$946.00	\$690.58	\$690.58
1d	G67BB	ADD: REMOTE MOUNT O3 MID POWER	1	\$297.00	\$216.81	\$216.81
1e	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	1	\$515.00	\$375.95	\$375.95
1f	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00
1g	G444AE	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1h	G48BD	ENH: CONVENTIONAL OPERATION APX6500	1	\$500.00	\$365.00	\$365.00
1i	G425AC	ADD: ANT 1/4 WAVE WHIP 380-433 MHZ	1	\$25.00	\$18.25	\$18.25
1j	W969BG	ADD: MULTIKEY OPERATION	1	\$330.00	\$240.90	\$240.90



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$168.00	\$168.00	\$168.00

Grand Total**\$3,899.03(USD)****Notes:**

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.