CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA

choose civility

The City of Oakdale recognizes and supports the Choose Civility program, an initiative of the Stanislaus County Office of Education.

City Council Chambers
277 North Second Avenue • Oakdale • CA 95361

Monday, April 2, 2018	**7:00 PM**	**City Council Chambers**

Welcome to your City of Oakdale City Council regular meeting.

Your City Council are:
Mayor Pat Paul
Mayor Pro Tem Tom Dunlop
Council Member Cherilyn Bairos
Council Member J.R. McCarty
Council Member Richard Murdoch

Note: California law prohibits the City Council from taking action on any matter that is not on the posted agenda unless it is determined to be an emergency by the Council. All items will be referred to staff for follow-up and placed on a future agenda.

1. Call to Order – 7:00 p.m.

2. City Council Present/Absent

3. Pledge of Allegiance

4. Invocation Provided by Pastor Ryan Poling, The River Christian Community

5. Presentations/Acknowledgements

5.1: Proclamation Declaring April 8, 2018 – April 14, 2018 National Library Week.

5.2: Proclamation Declaring April 8, 2018 – April 14, 2018 National Public Safety Telecommunications Week.

5.3: Proclamation Declaring April 8, 2018 – April 14, 2018 National Animal Care & Control Appreciation Week.

5.4: Presentation of City of Oakdale Measure L Check
Presented by: Rosa Park, Executive Director, Stanislaus Council of Governments (StanCOG)

6. Additions/Deletions

CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, April 2, 2018

Next City Council Resolution: 2018-046 **Next Ordinance: 1259**

7. Public Comments

This is the time set aside for citizens to address the City Council on issues within the City Council's jurisdiction that are not on the posted agenda this evening. The Mayor will ask for a show of hands of those individuals present who wish to address the Council. Individual speakers are asked to keep spoken comments within a five-minute duration, although this time limit may be modified based on the number of people who indicate their desire to address the Council. California law prohibits the City Council from taking action on any item not appearing on the posted agenda except that Council may refer the matter to staff for follow-up or request it be placed on a future agenda.

8. Appointment to Boards and Commissions

8.1: By Motion, Consider Appointment/Reappointment of Chaitanya Mahida and Makesh Mistry to the Tourism Business Improvement District Advisory Board.

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.5. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

9.1: Approve the Regular City Council Meeting Minutes of March 19, 2018.

9.2: Receive and File the Warrant List for the period of March 15, 2018 to March 27, 2018.

9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.

9.4: By Minute Order Reject Claim for Damages Submitted by Miguel Vargas.

9.5: Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Authorizing an Animal Control Services Agreement with the City of Riverbank to Provide Animal Control Services in the City of Riverbank.

10. Continued Public Hearing

10.1: A Public Hearing to Consider Adoption of Resolution 2018-___, a Resolution of the City Council of the City of Oakdale to approve an Out of Boundary Service Agreement and consider Adoption of Resolution 2018-___, a Resolution of the City Council of the City of Oakdale to adopt a Negative Declaration (Project Number 2014-14): The proposed project consists of a request by the Oakdale Irrigation District, as Trustee for Improvement District No. 41, to enter into an Out of Boundary Service Agreement with the City of Oakdale for the purposes of connecting thirty-eight (38) properties located on Tioga Avenue to the City's domestic water system. The City Council will also consider authorizing City staff to submit an Out of Boundary Service Request application to the Stanislaus Local

Agency Formation Commission as required per 56133 of the California Government Code. An Out of Boundary Service Agreement is required as Improvement District No. 41 is located outside of the City limits but within the Sphere of Influence. The subject properties are not located on sites listed under Section 65962.5 of the California Government Code.

Recommended Actions:

1) Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Approving an Out of Boundary Service Agreement Between the City of Oakdale and the Oakdale Irrigation District for the Provision of Domestic Water Services to Improvement District 41 (Tioga Avenue); and,

2) Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Approving a Negative Declaration (SCH No. 2015062016) for an Out of Boundary Service Agreement Between the City of Oakdale and the Oakdale Irrigation District to Provide Domestic Water Services to Improvement District No. 41 (Tioga Avenue).

11. Staff Reports

11.1: Consider a Resolution of the City Council of the City of Oakdale Approving Revisions to the Salary Schedule Contained in the Rules and Regulations for Employment of Part-Time and Temporary Employees.

Recommended Action: Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Approving Revisions to the Salary Schedule Contained in the Rules and Regulations for Employment of Part-Time and Temporary Employees.

11.2: Consider a Resolution of the City Council of the City of Oakdale Approving a Proposal for Architectural Master Planning Services for the Bridle Ridge Sports Park Gymnasium Facility in the amount of $10,500.00 from Fund 343 Parks Capital Facilities Fund.

Recommended Action: Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Approving a Proposal for Architectural Master Planning Services for the Bridle Ridge Sports Park Gymnasium Facility in the amount of $10,500.00 from Fund 343 Parks Capital Facilities Fund.

CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, April 2, 2018

Next City Council Resolution: 2018-046 **Next Ordinance: 1259**

11.3: Consider a Resolution of the City Council of the City of Oakdale Approving a Proposal for Architectural Master Planning Services for Kerr Park in the amount of $7,900.00 from Fund 110-7210-425003 General Fund Parks Maintenance.

Recommended Action: Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Approving a Proposal for Architectural Master Planning Services for Kerr Park in the amount of $7,900.00 from Fund 110-7210-425003 General Fund Parks Maintenance.

11.4: Consider a Resolution of the City Council of the City of Oakdale Opposing the Tax Fairness, Transparency and Accountability Act of 2018.

Recommended Action: Adopt City of Oakdale City Council Resolution 2018-___, a Resolution of the City Council of the City of Oakdale Opposing the Tax Fairness, Transparency and Accountability Act of 2018.

12. City Manager's Report

13. City Council Items

14. Adjournment

The next regular meeting of the Oakdale City Council will be held Monday, April 16, 2018 at 7:00 p.m. in the City Council Chamber.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall, 209-845-3571. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 35.102-35.104 ADA Title II).

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's office at City Hall located at 280 North Third Avenue, Oakdale, California.

DECLARATION OF POSTING
I, Kathy Teixeira, City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, April 2, 2018 at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Thursday, March 29, 2018.

Dated: March 29, 2018

/s/Kathy Teixeira
Kathy Teixeira, CMC
City Clerk

AGENDA ITEM 5.1:

MAYOR'S OFFICE

CITY OF OAKDALE

A PROCLAMATION

by the Mayor of the City of Oakdale

NATIONAL LIBRARY WEEK

April 8 - 14, 2018

WHEREAS, libraries lead in working with diverse communities, including people of color, immigrants and people with disabilities, offering services and educational resources that transform communities, open minds, and promote inclusion and diversity; and,

WHEREAS, reading and literacy and the freedom to explore are cornerstones of a free and democratic society; and,

WHEREAS, literacy is key to achieving personal success in school, in business and in life; and,

WHEREAS, libraries and librarians open up a world of possibilities through technology, innovative programming and through the power of information; and,

WHEREAS, librarians are trained, tech-savvy professionals, providing training in and access to technologies; and,

WHEREAS, libraries offer 24/7 access to library services through online resources such as eBooks, eMagazines, downloadable audiobooks, music, and movies, online language instruction, and research databases; and,

WHEREAS, libraries partner with parents and caregivers to empower children to enter Kindergarten with the knowledge and skills necessary for success in school and beyond; and,

WHEREAS, libraries continually grow and evolve in how they provide for the needs of every member of their communities; and,

WHEREAS, libraries, librarians, library workers, volunteers and supporters in Stanislaus County are celebrating National Library Week.

NOW, THEREFORE, I, Pat Paul, Mayor of the City of Oakdale do hereby proclaim April 8-14, 2018, National Library Week and urge everyone to visit their local library to take advantage of the wonderful resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.

IN WITNESS WHEREOF, I have set my hand this 2nd day of April 2018.

Pat Paul

Pat Paul, Mayor

AGENDA ITEM 5.2:

MAYOR'S OFFICE

CITY OF OAKDALE

A PROCLAMATION

by the Mayor of the City of Oakdale

National Public Safety Telecommunicators Week

April 8 - 14, 2018

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Oakdale Dispatch communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the City of Oakdale have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, Pat Paul, Mayor of the City of Oakdale do hereby declare the week of April 8 through 14, 2018 to be National Public Safety Telecommunicators Week in the City of Oakdale, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have set my hand this 2nd day of April 2018.

Pat Paul

Pat Paul, Mayor

AGENDA ITEM 5.3:

MAYOR'S OFFICE

CITY OF OAKDALE

A PROCLAMATION

by the Mayor of the City of Oakdale

Animal Care and Control Appreciation Week

April 8 - 14, 2018

WHEREAS, the Oakdale Animal Shelter is committed to setting the standard of professionalism in animal welfare and public safety through training, networking, and advocacy; and,

WHEREAS, the second week of April each year has been designated as Animal Control Officer Appreciation Week; and,

WHEREAS, the City of Oakdale's animal care and control professionals dedicate their lives to the health and safety of at-risk, helpless animals; and,

WHEREAS, shelter staff work to rescue and protect animals from injury, disease, abuse, and starvation; and,

WHEREAS, federal, state, and local government officials throughout the country take this time of the year to recognize, thank, and commend all Animal Care and Control Professionals for the dedicated service they provide to the citizens of Oakdale and Riverbank; and,

WHEREAS, the City of Oakdale City Council recognizes and commends Animal Care and Control Professionals for the many dedicated and long hours of service they perform in serving Oakdale and Riverbank, and for fulfilling the commitment to providing the highest and most efficient level of customer service.

NOW, THEREFORE, I, *Pat Paul, Mayor of the City of Oakdale do hereby proclaim April 8-14, 2018, as* ***ANIMAL CARE AND CONTROL APPRECIATION WEEK*** *in the* ***CITY OF OAKDALE****, and I call this observance to the attention of all our citizens.*

IN WITNESS WHEREOF, I have set my hand this 2nd day of April 2018.

Pat Paul

Pat Paul, Mayor

AGENDA ITEM 5.4:

Presentation of City of Oakdale Measure L Check

Presented by: Rosa Park, Executive Director
Stanislaus Council of Governments (StanCOG)

AGENDA ITEM 8.1:

CITY OF OAKDALE

INDICATION OF COMMISSION/BOARD/COMMITTEE INTEREST FORM

Please check your preference(s):

- ☐ Airport Ad-hoc Commission
- ☒ Reappointment
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☐ Residents Oversight Committee (One-Half Cent Transactions & Use Tax Revenue Expenditure Review)
- ☐ Senior Citizens Advisory Commission
- ☒ Tourism Business Improvement District Advisory Board

Name: CHAITANYA MAHIDA. M.D.

Length of Time at Residence Address: 20 yr

Present Employer: Self.

Employer's Address: Self.

What are your main areas of interest in City government?

Development & Tourism in city

What experience or special knowledge can you bring to your interest area:

self employed, Berenens palner in Best Western Motel.

CITY OF OAKDALE

INDICATION OF COMMISSION/BOARD/COMMITTEE INTEREST FORM

Please check your preference(s):

- ☐ Airport Ad-hoc Commission
- ☑ Reappointment
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☐ Residents Oversight Committee (One-Half Cent Transactions & Use Tax Revenue Expenditure Review)
- ☐ Senior Citizens Advisory Commission
- ☑ Tourism Business Improvement District Advisory Board

Name: MAHESH MISTRY

Length of Time at Residence Address: 10 years

Present Employer: ~~Gallo Winery~~ Best Western Rama Inn

Employer's Address: ~~P.O. Box 4130 Modesto, CA 95352~~ 475 E. ~~ASTIN~~ ST. OAKDALE, CA 95361

What are your main areas of interest in City government?

Marketing & Development of tourism & city Development

What experience or special knowledge can you bring to your interest area:

More than 20 + years of experience in Project Mgt & hospitality Industry.

AGENDA ITEM 9.1:

City of Oakdale
City Council and Successor Agency for the Former Oakdale Community Redevelopment Agency and Public Financing Authority
Regular Meeting Minutes

City Council Chambers
277 North Second Avenue
Oakdale, California

Monday, March 19, 2018 | **7:00 PM** | **City Council Chambers**

1. CALL TO ORDER:

Mayor Paul called the meeting to order at 7:00 p.m.

2. COUNCIL MEMBERS PRESENT/ABSENT:

Present: Mayor/Chairperson Paul
Mayor Pro Tem/Agency/Authority Member Dunlop
Council Member/ Agency/Authority Member Bairos
Council Member/ Agency/Authority Member McCarty
Council Member/ Agency/Authority Member Murdoch

Staff Present: City Manager Whitemyer
City Attorney Hallinan
Finance Director Avila
Public Works Superintendent Bridgewater
Lieutenant, Joe Carrillo
Public Services Director Gravel
Management Analyst Mondragon
Management Analyst Andersen

3. PLEDGE OF ALLEGIANCE:

Mayor Paul led the pledge of allegiance.

4. INVOCATION:

Reverend John Roberts, St. Matthias Anglican Church provided the Invocation.

5. PRESENTATIONS/ACKNOWLEDGEMENTS:

5.1: Presentation of the 2018 Oakdale Visitors and Tourism Bureau Budget and 2017 Accomplishments by Oakdale Visitors and Tourism Bureau

A PowerPoint Presentation was provided.

6. ADDITIONS/DELETIONS:

Mayor Paul asked whether there were any additions or deletions to the City Council agenda. No additions or deletions were advised.

7. PUBLIC COMMENTS:

Mayor Paul asked whether there was anyone who wished to address a matter not listed on the City Council agenda.

Diane Rodriguez expressed her concerns regarding the problem in Oakdale with vagrants. Due to a recent conversation on the Oakdale Incident Feed Unfiltered which led to a debate Ms. Rodriguez offered her assistance to help resolve this issue.

City Manager Whitemyer thanked Ms. Rodriguez for expressing her concerns. City Manager Whitemyer encouraged the audience and people watching at home to call the Oakdale Police Department when they see these issues happening.

Francisco Estrada questioned what resources are available.

City Manager Whitemyer responded bus vouchers have been offered in some situations. Many resources are available depending on the type of situation; however, the best route is to contact the Police Department to assess the situation to ensure the person is referred to all resources available.

Trina Mello stated she was the one who started the social media post. She further expressed her concerns regarding the homeless/vagrants in Oakdale.

Mayor Paul mentioned the Oakdale Rescue Mission is currently working on a fundraiser to find a facility to assist people during the day with showers, washing and counseling and to contact Pamela Kelly for more information.

Brewster Burns offered his praise to Police Department for the coverage in Oakdale and thanked the City Council and the City Manager for adding more police officers. He further thanked Public Services Director Gravel on improving the roads and handicap ramps in town.

The City Council responded to Brewster Burns question regarding the Wastewater Treatment Plant Tour that will be held Saturday, March 24, 2018. Mr. Burns further stated the importance of the infrastructure and groundwater resource monitoring.

Nirvail Singh speaking for Baba Faqir Chand Ji Welfare Society & Western Singh Foundation distributed invitations to a sharing of information related to Sikh American Awareness Event scheduled for Friday, April 6, 2018 from 11:00 a.m. to 2:00 p.m. at the Ceres Community Center located at 2701 4th Street, Ceres, CA 95307.

9. APPOINTMENT TO BOARDS AND COMMISSIONS:

8.1: Consider Reappointment of Violet Havard and Erika Chiara to the Planning Commission.

MOTION

To reappoint Violet Havard and Erika Chiara to the Planning Commission.

Moved by Council Member Bairos seconded by Council Member McCarty and PASSED this 19th day of March 2017, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

8.2: Consider Reappointment of Carol Anne Lyda and Edward Viohl to the Senior Citizens Advisory Commission.

MOTION

To reappoint Carol Anne Lyda and Edward Viohl to the Senior Citizens Advisory Commission.

Moved by Council Member McCarty seconded by Council Member Bairos and PASSED this 19th day of March 2017, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

10. CONSENT AGENDA:

Mayor Paul asked whether there were any questions or requests to remove items from the Consent Agenda.

There were no questions, comments or requests to remove items from the Consent Agenda.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.10 for March 19, 2018 as follows:

9.1: Approve the Regular City Council Meeting Minutes of March 5, 2018.

9.2: Receive and File the Warrant List for the period of March 1, 2018 to March 14, 2018.

9.3: Waive Readings of Ordinances/Resolutions except by Title.

9.4: By Minute Order, Approve Co-Sponsorship for Love Oakdale Event.

9.5: Adopt Resolution 2018-035, a Resolution of the City of Oakdale City Council Authorizing an Interagency Range Use Agreement with the Stanislaus County Probation Department for Rental and Use of the Police Department Firearms Training Range Facilities.

9.6: Adopt Resolution 2018-036, a Resolution of the City of Oakdale City Council Authorizing a Range Use Agreement with Fred's Firearms for Rental and Use of the Police Department Firearms Training Range Facilities.

9.7: Adopt Resolution 2018-037, a Resolution of the City of Oakdale City Council Authorizing a Range Use Agreement with Valley Defense Consulting for Rental and Use of the Police Department Firearms Training Range Facilities.

9.8: Adopt Resolution 2018-038, a Resolution of the City of Oakdale City Council Accepting the 2017 Annual General Plan Progress Report and the 2017 Annual Housing Element Progress Report.

9.9: Adopt Resolution 2018-039, a Resolution of the City of Oakdale City Council Authorizing the Award of a Contract with Mozingo Construction and Authorizing the City Manager to Sign for the Replacement of a Fifty (50) Foot Section of Water Line in Center Street in the amount of $20,000.00, which includes a $4,000.00 Contingency, funded by Water Line Maintenance Account 645.

9.10: Adopt Resolution 2018-040, a Resolution of the City of Oakdale City Council Authorizing the Purchase and Installation of Two (2) Replacement Booster Pumps from R.F. MacDonald Co. in the amount of $30,290.81; Two (2) Fuji Variable Frequency Drives with Installation by Tesco Controls, Inc. in the amount of $14,291.65, as well as $2,000.00 in Contingency for Water Well 5 for a Total Project Cost of $46,582.46 to be funded by the Water Capital Replacement Fund 644 CP 1811.

Moved by Council Member McCarty seconded by Council Member Bairos and PASSED AND ADOPTED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

10. PUBLIC HEARINGS:

10.1: A Public Hearing to Consider Adoption of Resolution 2018-___, a Resolution of the City Council of the City of Oakdale to Approve an Out of Boundary Service Agreement and Adopt a Negative Declaration (Project Number 2014-14): The Proposed Project Consists of a Request by the Oakdale Irrigation District, as Trustee for Improvement District No. 41, to Enter into an Out of Boundary Service Agreement with the City of Oakdale for the Purposes of Connecting Thirty-Eight (38) Properties Located on Tioga Avenue to the City's Domestic Water System. The City Council will also Consider Authorizing City Staff to Submit an Out of Boundary Service Request Application to the Stanislaus Local Agency Formation Commission as Required Per 56133 of the California Government Code. An Out of Boundary Service Agreement is Required as Improvement District No. 41 is Located Outside of the City Limits but within the Sphere of Influence. The Subject Properties are not Located on Sites Listed Under Section 65962.5 of the California Government Code.

Public Services Director Gravel provided a brief description of the project and advised the City Council staff would like open the public hearing take public comment and at the request of the applicant continue the hearing to the Monday, April 5, 2018 City Council meeting.

At 7:43 p.m. Mayor Paul opened the public hearing to public testimony.

Public Testimony
Frank Villines
Scott Redbaugh

MOTION

To continue the public hearing to Monday, April 5, 2018.

Moved by Mayor Pro Tem Dunlop, seconded by Council Member McCarty and PASSED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

11. STAFF REPORTS:

Staff Report of the City Council / Successor Agency for the Former Oakdale Community Redevelopment Agency / Public Financing Authority:

11.1: Consider a Joint Resolution of the City Council / Successor Agency / Public Financing Authority of the City of Oakdale Approving the Adoption of a Debt Management Policy and a Disclosure Policy.

City Manager Whitemyer presented the staff report recommending the City Council adopt a resolution approving the adoption of a Debit Management Policy and a Disclosure Policy.

MOTION

To adopt City of Oakdale City Council Resolution 2018-041 / Successor Agency Resolution 2018-003 / Public Financing Authority Resolution 2018-001, a Resolution of the City Council / Successor Agency / Public Financing Authority of the City of Oakdale Approving the Adoption of a Debt Management Policy and a Disclosure Policy.

Moved by Council/Agency/Authority Member Dunlop, seconded by Council Council/Agency/Authority Member McCarty and PASSED AND ADOPTED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council / Successor Agency for the Former Oakdale Community Redevelopment Agency / Public Financing Authority roll call vote.

Staff Reports of the City Council:

11.2: Consider a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Negotiate a Partnership Agreement with Stanislaus County and the Friends of the Oakdale Library to Utilize Meyer Park Primarily as a Youth Educational Learning Location.

A PowerPoint Presentation was provided.

City Manager Whitemyer presented the staff report recommending the City Council adopt a resolution authorizing the City Manager to Negotiate a Partnership Agreement with Stanislaus County and the Friends of the Oakdale Library to Utilize Meyer Park Primarily as a Youth Educational Learning Location.

MOTION

To adopt Resolution 2018-042, a Resolution of the City Council authorizing the City Manager to Negotiate a Partnership Agreement with Stanislaus County and the Friends of the Oakdale Library to Utilize Meyer Park Primarily as a Youth Educational

Learning Location.

Moved by Mayor Pro Tem Dunlop, seconded by Council Member Bairos and PASSED AND ADOPTED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

11.3: Consider a Resolution of the City Council of the City of Oakdale Authorizing City Staff to Apply for a California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program (FRGP).

City Manager Whitemyer presented the staff report recommending the City Council adopt a resolution authorizing City Staff to apply for a California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program (FRGP).

MOTION

To adopt Resolution 2018-043, a Resolution of the City Council authorizing City Staff to Apply for a California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program (FRGP).

Moved by Council Member McCarty, seconded by Council Member Murdoch and PASSED AND ADOPTED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

11.4: Consider a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Execute a Contract with United Pavement Maintenance, Inc. for the Greger Street Speed Table and Greger Street Pavement Repair in the amount of $31,705.60; and a Contingency in the amount of $3,294.40; funding in the amount of $10,000.00 from Fund 110 – Street Maintenance, Account 110-4140-443.27-06; and, funding in the amount of $25,000.00 from Fund 221 – Local Transportation Fund, Account 221-4149-443.42-04 for a Grand Total Project Budget in the amount of $35,000.00.

Senior Engineering Technician Renfrow advised the City Council due to comments received with the publishing of this agenda item staff would like to pull the speed table from the recommendation and allow for some discussion and feedback from the Council and then make a recommendation for the street repair.

City Manager Whitemyer stated Staff has been working on safety improvements along Greger.

Senior Engineering Technician Renfrow presented the staff report recommending the City Council award the contract to United Pavement Maintenance for the Greger Street Pavement Repair for a total project budget in the amount of $25,000.

MOTION

To adopt Resolution 2018-044, a Resolution of the City Council authorizing the City Manager to Execute a Contract with United Pavement Maintenance, Inc. for the Greger Street Pavement Repair in the amount of $25,000.00.

Moved by Council Member Murdoch, seconded by Mayor Pro Tem Dunlop and PASSED AND ADOPTED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

11.5: Consider a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Execute and Award a Contract for the Well 3 Site Improvement Project to Michael Wheeler construction, Inc., in the amount of $200,448.08 which includes a 10% Contingency as well as $10,000.00 for Inspections to be funded from Water Capital Replacement Fund 624 (CP1806 and CP0828).

Public Works Superintendent Bridgewater presented staff report recommending the City Council award the contract to Wheeler Construction, Inc. for the Well 3 Site Improvement Project in the amount of $200,448.08.

MOTION

To adopt Resolution 2018-045, a Resolution of the City Council the City Manager to Execute and Award a Contract for the Well 3 Site Improvement Project to Michael Wheeler Construction, Inc., in the amount of $200,448.08 which includes a 10% Contingency as well as $10,000.00 for Inspections to be funded from Water Capital Replacement Fund 624 (CP1806 and CP0828).

Moved by Mayor Pro Tem Dunlop, seconded by Council Member McCarty and PASSED AND ADOPTED this 19th day of March 2018, by the following vote:

AYES:	COUNCIL MEMBERS:	Bairos, Dunlop, McCarty, Murdoch and Paul	(5)
NOES:	COUNCIL MEMBERS:	None	(0)
ABSENT:	COUNCIL MEMBERS:	None	(0)
ABSTAINED:	COUNCIL MEMBERS:	None	(0)

Motion carried 5/0 by City Council roll call vote.

12. CITY MANAGER'S REPORT:

12.1: March 2018 Department Reports.

City Manager Whitemyer advised the City Council that the department reports for March 2018 have been provided in the City Council packet for review.

12.2: Aspiring Leaders Program.

Management Analyst Mondragon introduced to the City Council the Aspiring Leaders Program. The program is a leadership development program offered to City of Oakdale employees to provide professional leadership development opportunities.

Public Services Director Gravel announced the City will be hosting a Recycling Day on Friday, March 23rd and Saturday, March 24th from 8 a.m. to 12 p.m. at the Public Works Corporation Yard at 455 South Fifth Avenue.

13. CITY COUNCIL ITEMS:

Council Member Bairos announced the Thursday, March 22nd is the Ag Luncheon at the School Farm at 11 a.m. Soccer Club recreation sign-ups start April 2nd. OHS 125 Year Celebration, October 13th.

Council Member McCarty reminded the audience the Wastewater Treatment Plant Open House is Saturday, March 24th at 9 a.m. Love Oakdale is Saturday April 21st at the Oakdale Community Skate Park. Love Oakdale registration starts at 8 a.m. and a light breakfast will be served. They are still currently looking for sponsors for materials and volunteers.

14. ADJOURNMENT:

There being no further business, Mayor Paul adjourned the meeting at 8:19 p.m.

ATTEST: APPROVED:

Colleen Andersen
Management Analyst

Pat Paul
Mayor

City of Oakdale, CA

AGENDA ITEM 9.2: WARRANT LIST

By Vendor Name

Payment Dates 03/15/2018 - 03/27/2018

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
Vendor: 1470 - A & A PORTABLES						
03/16/2018	140575	A & A PORTABLES	1-711370	646-4169-442010	TEMP FENCING	93.24
					Vendor 1470 - A & A PORTABLES Total:	**93.24**
Vendor: 727 - A SIMPLE SOLUTION						
03/16/2018	140576	A SIMPLE SOLUTION	10043	622-4152-425003	ANSWERING SERVICES AFTER	76.54
03/16/2018	140576	A SIMPLE SOLUTION	10043	645-4160-425003	ANSWERING SERVICES AFTER	76.53
					Vendor 727 - A SIMPLE SOLUTION Total:	**153.07**
Vendor: 504 - ABS DIRECT, INC.						
03/16/2018	140577	ABS DIRECT, INC.	113235	622-4153-425003	LATE NOTICES	189.52
03/16/2018	140577	ABS DIRECT, INC.	113235	622-4153-429000	LATE NOTICES	316.66
03/16/2018	140577	ABS DIRECT, INC.	113235	645-4161-425003	LATE NOTICES	189.52
03/16/2018	140577	ABS DIRECT, INC.	113235	645-4161-429000	LATE NOTICES	316.65
03/16/2018	140577	ABS DIRECT, INC.	113422	110-4140-425003	2018 WATER RATE/GARBAGE	652.13
03/16/2018	140577	ABS DIRECT, INC.	113422	645-4160-425003	2018 WATER RATE/GARBAGE	652.14
03/16/2018	140577	ABS DIRECT, INC.	113403	622-4153-425003	MONTHLY UTILITY BILLING	803.52
03/16/2018	140577	ABS DIRECT, INC.	113403	622-4153-429000	MONTHLY UTILITY BILLING	1669.36
03/16/2018	140577	ABS DIRECT, INC.	113403	645-4161-425003	MONTHLY UTILITY BILLING	803.51
03/16/2018	140577	ABS DIRECT, INC.	113403	645-4161-429000	MONTHLY UTILITY BILLING	1669.36
03/16/2018	140577	ABS DIRECT, INC.	113403	657-4170-429000	MONTHLY UTILITY BILLING	25
03/16/2018	140577	ABS DIRECT, INC.	113427	110-1310-425003	BL RENEWAL	140.95
03/16/2018	140577	ABS DIRECT, INC.	113427	110-1310-429000	BL RENEWAL	136.21
					Vendor 504 - ABS DIRECT, INC. Total:	**7564.53**
Vendor: 6 - ALHAMBRA						
03/16/2018	140578	ALHAMBRA	15952109-030718	110-2160-427006	WATER SERVICE	23.93
03/16/2018	140578	ALHAMBRA	4934286	622-4151-425003	LAB H2O	71.91
					Vendor 6 - ALHAMBRA Total:	**95.84**
Vendor: 1455 - ALL AMERICAN TRAFFIC SUPPLIES, LLC						
03/16/2018	140579	ALL AMERICAN TRAFFIC SUPPI	CITOAK020118	110-4140-427006	SERVICE MAINTENANCE	2600.03
03/16/2018	140579	ALL AMERICAN TRAFFIC SUPPI	CITOAK021618	110-4140-427006	STREETS	3631.35
					Vendor 1455 - ALL AMERICAN TRAFFIC SUPPLIES, LLC Total:	**6231.38**
Vendor: 1469 - ALPHA ANALYTICAL LABORATORIES INC.						
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8023638-SFL	622-4151-425003	ROUTING TESTING	223
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8031198-SFL	622-4151-425003	ROUTING TESTING	88
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8031284-SFL	622-4151-425003	ROUTING TESTING	223
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8031739-SFL	622-4151-425003	ROUTING TESTING	41
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8031998-SFL	622-4151-425003	ROUTING TESTING	291
Post Date	**Payment Number**	**Vendor Name**	**Payable Number**	**Account Number**	**Description (Item)**	**Amount**
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8032421-SFL	622-4151-425003	ROUTING TESTING	41
03/16/2018	140580	ALPHA ANALYTICAL LABORAT(	8032441-SFL	622-4151-425003	ROUTING TESTING	223
					Vendor 1469 - ALPHA ANALYTICAL LABORATORIES INC. Total:	**1130**
Vendor: 1086 - AMERICAN MOBILE SHREDDING						

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140581	AMERICAN MOBILE SHREDDIN	M-40832	110-2110-425003	SHREDDING SERVICES	30
03/16/2018	140581	AMERICAN MOBILE SHREDDIN	M-41113	110-2110-425003	SHREDDING SERVICES	30
					Vendor 1086 - AMERICAN MOBILE SHREDDING Total:	**60**
Vendor: 1578 - ANIMAL DAMAGE MANAGEMENT						
03/16/2018	140582	ANIMAL DAMAGE MANAGEM	106133	622-4151-425003	CONTRACT SERVICES	325
					Vendor 1578 - ANIMAL DAMAGE MANAGEMENT Total:	**325**
Vendor: 280 - ARC						
03/16/2018	140583	ARC	1866934	119-4110-425003	COLOR BOND PLOT	372.98
					Vendor 280 - ARC Total:	**372.98**
Vendor: 1070 - AT&T						
03/16/2018	140585	AT&T	248134-87506048	645-4160-420003	TELEPHONE	4.5
03/16/2018	140585	AT&T	238841-10807716	645-4160-420003	TELEPHONE	33.12
					Vendor 1070 - AT&T Total:	**37.62**
Vendor: 942 - AT&T						
03/16/2018	140584	AT&T	MARCH 2018	110-1910-420003	9391055865	76.41
03/16/2018	140584	AT&T	MARCH 2018	110-1910-420003	9391053232	59.92
03/16/2018	140584	AT&T	MARCH 2018	110-1910-420003	9391053408	574.3
03/16/2018	140584	AT&T	MARCH 2018	110-2110-420003	9391059080	21.1
03/16/2018	140584	AT&T	MARCH 2018	110-2110-420003	9391053390	185.67
03/16/2018	140584	AT&T	MARCH 2018	110-2110-420003	9391053232	164.29
03/16/2018	140584	AT&T	MARCH 2018	110-2110-420003	9391053294	49.34
03/16/2018	140584	AT&T	MARCH 2018	117-7460-420003	9391053292	134.33
03/16/2018	140584	AT&T	MARCH 2018	118-7330-420003	9391053396	14.23
03/16/2018	140584	AT&T	MARCH 2018	118-7340-420003	9391053285	20.31
03/16/2018	140584	AT&T	MARCH 2018	118-7340-420003	9391053234	38.96
03/16/2018	140584	AT&T	MARCH 2018	622-4152-420003	9391053400	52.15
03/16/2018	140584	AT&T	MARCH 2018	645-4160-420003	9391053398	57.62
03/16/2018	140584	AT&T	MARCH 2018	645-4160-420003	9391053238	41.27
03/16/2018	140584	AT&T	MARCH 2018	657-4170-420003	9391053288	20.33
					Vendor 942 - AT&T Total:	**1510.23**
Vendor: 16 - AUDITOR-CONTROLLER						
03/16/2018	140586	AUDITOR-CONTROLLER	49827	110-2210-410008	JAN - MAR 2018 SERVICES	18615.25
					Vendor 16 - AUDITOR-CONTROLLER Total:	**18615.25**
Vendor: 5 - AUGUSTINE, AMY L.						
03/16/2018	140587	AUGUSTINE, AMY L.	3/5/18	621-4159-425003	PLANNING SERVICES	5311.65
					Vendor 5 - AUGUSTINE, AMY L. Total:	**5311.65**
Vendor: 1380 - AVID IDENTIFACATION SYSTEMS INC.						
03/16/2018	140588	AVID IDENTIFACATION SYSTEM	888888	110-2160-427006	TRACKER	196.12
03/16/2018	140588	AVID IDENTIFACATION SYSTEM	888888	110-2161-427006	TRACKER	196.12
					Vendor 1380 - AVID IDENTIFACATION SYSTEMS INC. Total:	**392.24**
Vendor: 1468 - BRIGHT LIGHT ELECTRIC INC.						

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140589	BRIGHT LIGHT ELECTRIC INC.	2/26/18	117-7470-425003	YOUTH BUILDING	112.5
					Vendor 1468 - BRIGHT LIGHT ELECTRIC INC. Total:	**112.5**
Vendor: 31 - CALAVERAS MATERIALS INC.						
03/16/2018	140590	CALAVERAS MATERIALS INC.	1874456	110-4140-427006	STREETS	591.17
					Vendor 31 - CALAVERAS MATERIALS INC. Total:	**591.17**
Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT						
03/23/2018	140656	CALIFORNIA STATE DISBURSEI	INV00023	110-219-1900	GARNISHMENT CHILD SUPPOI	301.84
					Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:	**301.84**
Vendor: 1329 - CHURCHWELL WHITE LLP						
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	110-1610-425003	LEGAL SERVICES	7992.6
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	110-2110-425003	LEGAL SERVICES	10999.82
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	120-3110-425003	LEGAL SERVICES	404.6
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	144
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	72
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	2394.1
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	5076
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	5364
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	7560.8
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	1224
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	720-3110-425003	LEGAL SERVICES	308.4
03/16/2018	140591	CHURCHWELL WHITE LLP	28173-28190	722-3110-425003	LEGAL SERVICES	72
					Vendor 1329 - CHURCHWELL WHITE LLP Total:	**41612.32**
Vendor: 1577 - CINTAS CORPORATION						
03/16/2018	140592	CINTAS CORPORATION	922670451	110-4120-425016	UNIFORM SERVICES	22.5
03/16/2018	140592	CINTAS CORPORATION	922670451	110-4140-425016	UNIFORM SERVICES	36.05
03/16/2018	140592	CINTAS CORPORATION	922670451	110-7210-425016	UNIFORM SERVICES	110.37
03/16/2018	140592	CINTAS CORPORATION	922670451	119-4110-425003	UNIFORM SERVICES	2.28
03/16/2018	140592	CINTAS CORPORATION	922670451	120-3130-425016	UNIFORM SERVICES	3.73
03/16/2018	140592	CINTAS CORPORATION	922670451	622-4152-425016	UNIFORM SERVICES	47.74
03/16/2018	140592	CINTAS CORPORATION	922670451	645-4160-425016	UNIFORM SERVICES	47.03
03/16/2018	140592	CINTAS CORPORATION	922670453	622-4151-425016	UNIFORM SERVICES	73.05
03/16/2018	140592	CINTAS CORPORATION	922671966	110-4120-425016	UNIFORM SERVICES	51.79
03/16/2018	140592	CINTAS CORPORATION	922671966	110-4140-425016	UNIFORM SERVICES	58.34
03/16/2018	140592	CINTAS CORPORATION	922671966	110-7210-425016	UNIFORM SERVICES	125.64
03/16/2018	140592	CINTAS CORPORATION	922671966	119-4110-425003	UNIFORM SERVICES	2.28
03/16/2018	140592	CINTAS CORPORATION	922671966	120-3130-425016	UNIFORM SERVICES	3.73
03/16/2018	140592	CINTAS CORPORATION	922671966	622-4152-425016	UNIFORM SERVICES	70.03
03/16/2018	140592	CINTAS CORPORATION	922671966	645-4160-425016	UNIFORM SERVICES	69.32
					Vendor 1577 - CINTAS CORPORATION Total:	**723.88**
Vendor: 346 - CITY OF OAKDALE CITYHALL ASSN						
03/23/2018	10005	CITY OF OAKDALE CITYHALL A	INV00017	110-219-0800	CITY OF OAKDALE CITYHALL A	43
					Vendor 346 - CITY OF OAKDALE CITYHALL ASSN Total:	**43**

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT						
03/14/2018	10006	CITY OF OAKDALE FSA ACCOU	INV00016	512-1910-374120	CITY OF OAKDALE FSA ACCOU	76.93
03/23/2018	10006	CITY OF OAKDALE FSA ACCOU	INV00021	110-219-0200	CITY OF OAKDALE FSA ACCOU	38.46
03/23/2018	10006	CITY OF OAKDALE FSA ACCOU	INV00022	512-1910-374120	CITY OF OAKDALE FSA ACCOU	451.56
					Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:	**566.95**
Vendor: 1059 - COLONIAL PROCESSING CENTER						
03/23/2018	140657	COLONIAL PROCESSING CENTI	INV00020	110-219-1700	COLONIAL LIFE	27.41
					Vendor 1059 - COLONIAL PROCESSING CENTER Total:	**27.41**
Vendor: 1574 - CONDOR EARTH TECHNOLOGIES, INC.						
03/16/2018	140593	CONDOR EARTH TECHNOLOGI	76965	622-4151-425003	QUARTERLY REPORT	2935
					Vendor 1574 - CONDOR EARTH TECHNOLOGIES, INC. Total:	**2935**
Vendor: 601 - CSMFO						
03/16/2018	140594	CSMFO	2018	110-1310-416005	MEMBERSHIP DUES	36.63
03/16/2018	140594	CSMFO	2018	622-4153-416005	MEMBERSHIP DUES	36.63
03/16/2018	140594	CSMFO	2018	645-4161-416005	MEMBERSHIP DUES	36.74
					Vendor 601 - CSMFO Total:	**110**
Vendor: 66 - D & D DISPOSAL INC						
03/16/2018	140595	D & D DISPOSAL INC	56637	110-2160-425003	ANIMAL SERVICES	219.5
03/16/2018	140595	D & D DISPOSAL INC	56637	110-2161-425003	ANIMAL SERVICES	219.5
03/16/2018	140595	D & D DISPOSAL INC	86997	110-2160-425003	ANIMAL SERVICES	219.5
03/16/2018	140595	D & D DISPOSAL INC	86997	110-2161-425003	ANIMAL SERVICES	219.5
03/16/2018	140595	D & D DISPOSAL INC	62830	110-2160-425003	ANIMAL SERVICES	219.5
03/16/2018	140595	D & D DISPOSAL INC	62830	110-2161-425003	ANIMAL SERVICES	219.5
					Vendor 66 - D & D DISPOSAL INC Total:	**1317**
Vendor: 1315 - DATA PATH INC.						
03/16/2018	140596	DATA PATH INC.	136723	525-1910-425003	SUPPORT	1932.5
03/16/2018	140596	DATA PATH INC.	136927	525-1910-425003	SUPPORT	4111.25
03/16/2018	140596	DATA PATH INC.	136943	525-1910-441005	FIRE WALLS	8926.5
03/16/2018	140596	DATA PATH INC.	136976	525-1910-425012	LICENSING	1640
03/16/2018	140596	DATA PATH INC.	137003	525-1910-425003	SUPPORT	3478.75
03/16/2018	140596	DATA PATH INC.	137017	525-1910-425003	SUPPORT	4250
					Vendor 1315 - DATA PATH INC. Total:	**24339**
Vendor: 1137 - DENAIR LUMBER CO.						
03/16/2018	140597	DENAIR LUMBER CO.	17225	110-4140-427006	SIGN POSTS	104.65
					Vendor 1137 - DENAIR LUMBER CO. Total:	**104.65**
Vendor: 718 - DEPARTMENT OF JUSTICE						
03/16/2018	140598	DEPARTMENT OF JUSTICE	278603	110-2110-425003	LIVESCAN	716
03/16/2018	140598	DEPARTMENT OF JUSTICE	284342	110-2110-425003	LIVESCAN	324
					Vendor 718 - DEPARTMENT OF JUSTICE Total:	**1040**
Vendor: 213 - FAMILY VETERINARY CARE OF OAKDALE						

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140599	FAMILY VETERINARY CARE OF	631174	110-2160-425003	ANIMAL SERVICES	5
03/16/2018	140599	FAMILY VETERINARY CARE OF	631174	110-2161-425003	ANIMAL SERVICES	5
03/16/2018	140599	FAMILY VETERINARY CARE OF	631959	110-2160-425003	ANIMAL SERVICES	90.19
03/16/2018	140599	FAMILY VETERINARY CARE OF	631959	110-2161-425003	ANIMAL SERVICES	90.18
03/16/2018	140599	FAMILY VETERINARY CARE OF	631959	742-2160-425003	ANIMAL SERVICES	215
					Vendor 213 - FAMILY VETERINARY CARE OF OAKDALE Total:	**405.37**
Vendor: 85 - FAR WEST LABORATORIES						
03/16/2018	140600	FAR WEST LABORATORIES	88040	645-4160-425003	ROUTINE TESTING	2996
					Vendor 85 - FAR WEST LABORATORIES Total:	**2996**
Vendor: 87 - FARMER'S BLACKMITH						
03/16/2018	140601	FARMER'S BLACKMITH	664303	645-4160-427006	MISC. TOOLS	321.1
					Vendor 87 - FARMER'S BLACKMITH Total:	**321.1**
Vendor: 88 - FEDEX						
03/16/2018	140602	FEDEX	6-076-42587	119-4110-429000	SHIPPING FEES	53.83
03/16/2018	140602	FEDEX	6-083-05642	657-4170-429000	SHIPPING FEES	32.22
					Vendor 88 - FEDEX Total:	**86.05**
Vendor: 92 - FRANCHISE TAX BOARD						
03/23/2018	140658	FRANCHISE TAX BOARD	INV00024	110-219-1900	GARNISHMENT - FTB	100
					Vendor 92 - FRANCHISE TAX BOARD Total:	**100**
Vendor: 431 - FREEMAN DESIGNS						
03/16/2018	140603	FREEMAN DESIGNS	1257	110-1010-427006	BUSINESS CARDS	75.86
					Vendor 431 - FREEMAN DESIGNS Total:	**75.86**
Vendor: 95 - GEORGE REED INC.						
03/16/2018	140604	GEORGE REED INC.	511	621-4159-442009	George Reed - WWTP SE Dryb	161965.5
					Vendor 95 - GEORGE REED INC. Total:	**161965.5**
Vendor: 608 - GEORGE W. LOWRY, INC.						
03/16/2018	140605	GEORGE W. LOWRY, INC.	28255018	110-2110-424003	WASTE OIL PICKUP	95
					Vendor 608 - GEORGE W. LOWRY, INC. Total:	**95**
Vendor: 96 - GILTON SOLID WASTE MANAGEMENT INC.						
03/16/2018	140606	GILTON SOLID WASTE MANAG	FEB 2018	110-1910-320401	REFUSE MONIES COLLECTED	-19494.89
03/16/2018	140606	GILTON SOLID WASTE MANAG	FEB 2018	799-8280-425003	REFUSE MONIES COLLECTED	162457.39
					Vendor 96 - GILTON SOLID WASTE MANAGEMENT INC. Total:	**142962.5**
Vendor: 104 - GROVER LANDSCAPE SERVICES INC.						
03/16/2018	140607	GROVER LANDSCAPE SERVICE	0258229	284-6210-424007	TREE SERVICE	650
03/16/2018	140607	GROVER LANDSCAPE SERVICE	0260267	286-6230-425015	VINEYARD MLM	6905
03/16/2018	140607	GROVER LANDSCAPE SERVICE	0260268	288-6244-425015	STERLING HILLS MLM	1530
					Vendor 104 - GROVER LANDSCAPE SERVICES INC. Total:	**9085**
Vendor: 127 - IMAGE UNIFORMS						
03/16/2018	140608	IMAGE UNIFORMS	136105	110-2161-427006	UNIFORM SHIRT	69.03
					Vendor 127 - IMAGE UNIFORMS Total:	**69.03**

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
Vendor: 1437 - J.B. ANDERSON						
03/16/2018	140609	J.B. ANDERSON	122117GPS	120-3110-410013	PLANNING SERVICES	5700
03/16/2018	140609	J.B. ANDERSON	122117GPS	267-4149-442004	PLANNING SERVICES	370
03/16/2018	140609	J.B. ANDERSON	122117GPS	720-3110-425003	PLANNING SERVICES	2090
03/16/2018	140609	J.B. ANDERSON	122117GPS	720-3110-425003	PLANNING SERVICES	1382.5
03/16/2018	140609	J.B. ANDERSON	122117GPS	720-3110-425003	PLANNING SERVICES	1100
03/16/2018	140609	J.B. ANDERSON	122117GPS	720-3110-425003	PLANNING SERVICES	660
03/16/2018	140609	J.B. ANDERSON	122117GPS	720-3110-425003	PLANNING SERVICES	550
03/16/2018	140609	J.B. ANDERSON	122117GPS	720-3110-425003	PLANNING SERVICES	550
03/16/2018	140609	J.B. ANDERSON	020118GPS	120-3110-410013	PLANNING SERVICES	6000
03/16/2018	140609	J.B. ANDERSON	020118GPS	267-4149-442004	PLANNING SERVICES	1220
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	5043.64
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	110
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	550
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	580
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	715
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	715
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	715
03/16/2018	140609	J.B. ANDERSON	020118GPS	720-3110-425003	PLANNING SERVICES	2390
					Vendor 1437 - J.B. ANDERSON Total:	**30441.14**
Vendor: 1476 - KCI SWEEPING						
03/13/2018	140610	KCI SWEEPING	18-02114	622-4151-425003	WWTP STREET SWEEPING SEF	385.67
					Vendor 1476 - KCI SWEEPING Total:	**385.67**
Vendor: 142 - KNORR SYSTEMS INC.						
03/16/2018	140611	KNORR SYSTEMS INC.	SI198606	117-7430-427007	POOL MAINTENANCE	44.15
03/16/2018	140611	KNORR SYSTEMS INC.	SI199362	117-7430-427007	POOL MAINTEANCE	42.32
					Vendor 142 - KNORR SYSTEMS INC. Total:	**86.47**
Vendor: 1230 - KUBWATER RESOURCES INC.						
03/13/2018	140612	KUBWATER RESOURCES INC.	07438	622-4151-427006	KUBWATER-POLYMER TOTE	3776.93
					Vendor 1230 - KUBWATER RESOURCES INC. Total:	**3776.93**
Vendor: 158 - MCR ENGINEERING INC.						
03/16/2018	140613	MCR ENGINEERING INC.	12985	331-7218-425003	ENGINEERING SERVICES	3147.5
03/16/2018	140613	MCR ENGINEERING INC.	13001	221-4149-442005	ARMSTRONG YOSEMITE TO P(	620
03/16/2018	140613	MCR ENGINEERING INC.	13019	720-3110-425003	ENGINEERING SERVICES	550
03/16/2018	140613	MCR ENGINEERING INC.	13063	720-3110-425003	ENGINEERING SERVICES	550
03/16/2018	140613	MCR ENGINEERING INC.	13064	720-3110-425003	ENGINEERING SERVICES	550
03/16/2018	140613	MCR ENGINEERING INC.	13082	331-7218-425003	ENGINEERING SERVICES	2130
03/16/2018	140613	MCR ENGINEERING INC.	13091	215-4149-442004	THIRD AVE. RECON E TO F STR	265
03/16/2018	140613	MCR ENGINEERING INC.	13118	316-4149-442004	YOSEMITE F TO J	4540
03/16/2018	140613	MCR ENGINEERING INC.	13119	245-1910-441002	THIRD AVE. & E PARKING LOT	990
03/16/2018	140613	MCR ENGINEERING INC.	13121	221-4149-442005	ARMSTRONG YOSEMITE TO P(	7630
					Vendor 158 - MCR ENGINEERING INC. Total:	**20972.5**

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
Vendor: 161 - MID						
03/16/2018	140614	MID	5097728103	284-6210-420001	ELECTRIC	72
03/16/2018	140614	MID	0913324769	645-4160-420001	ELECTRIC	55.73
03/16/2018	140614	MID	1122819817	284-6210-420001	ELECTRIC	983.03
03/16/2018	140614	MID	1337811713	284-6210-420001	ELECTRIC	25.41
03/16/2018	140614	MID	3151817535	284-6210-420001	ELECTRIC	2402.71
03/16/2018	140614	MID	3357914926	622-4151-420001	ELECTRIC	86.58
03/16/2018	140614	MID	3818618731	622-4152-420001	ELECTRIC	825.9
03/16/2018	140614	MID	5933712338	622-4151-420001	ELECTRIC	117.67
03/16/2018	140614	MID	6201815675	645-4160-420001	ELECTRIC	151.4
03/16/2018	140614	MID	6483221405	622-4151-420001	ELECTRIC	16492.77
03/16/2018	140614	MID	8551425139	286-6230-420001	ELECTRIC	538.29
					Vendor 161 - MID Total:	**21751.49**
Vendor: 9999999 - MISC AP VENDOR						
03/16/2018	140617	MISC AP VENDOR	0000001101714	110-7210-427006	REYCLING GRANT	115
03/16/2018	140615	MISC AP VENDOR	100	110-7210-425003	TL DAVIS	400
03/16/2018	140621	MISC AP VENDOR	0142002	110-1310-416005	MEMBERSHIP DUES	63.27
03/16/2018	140621	MISC AP VENDOR	0142002	622-4153-416005	MEMBERSHIP DUES	63.27
03/16/2018	140621	MISC AP VENDOR	0142002	645-4161-416005	MEMBERSHIP DUES	63.46
03/16/2018	140620	MISC AP VENDOR	66809	110-7413-424001	SENIOR CENTER	178.68
03/16/2018	140616	MISC AP VENDOR	1196	622-4152-424003	MISC. SEAT REPAIR	150
03/16/2018	140618	MISC AP VENDOR	OTVB	117-204-0500	DEPOSIT REFUND	600
03/16/2018	140619	MISC AP VENDOR	201810	110-2110-416005	MEMBERSHIP DUES	25
03/16/2018	140622	MISC AP VENDOR	BEHBOOD, POOYA	742-2160-376802	DOG ADOPTION REFUND	220
					Vendor 9999999 - MISC AP VENDOR Total:	**1878.68**
Vendor: 8888888 - MISC COMMUNITY CENTER REFUNDS						
03/16/2018	140626	MISC COMMUNITY CENTER RE	SWAT ASSOC.	117-204-0500	DEPOSIT REFUND	400
03/16/2018	140626	MISC COMMUNITY CENTER RE	SWAT ASSOC.	117-222-0700	DEPOSIT REFUND	300
03/16/2018	140625	MISC COMMUNITY CENTER RE	UOCCE	117-204-0500	DEPOSIT REFUND	400
03/16/2018	140623	MISC COMMUNITY CENTER RE	HORSELOOKING	117-204-0500	DEPOSIT REFUND	600
03/16/2018	140624	MISC COMMUNITY CENTER RE	OAKDALE LIONS	117-204-0500	DEPOSIT REFUND	400
					Vendor 8888888 - MISC COMMUNITY CENTER REFUNDS Total:	**2100**
Vendor: 166 - MODESTO BEE						
03/16/2018	140627	MODESTO BEE	341811-0003545131	331-7218-425011	LIFEGUARD RECRUITMENT	460
03/16/2018	140627	MODESTO BEE	341811-0003568341	565-7215-425003	PARKS MAINTENANCE AD	470
					Vendor 166 - MODESTO BEE Total:	**930**
Vendor: 168 - MODESTO STEEL						
03/16/2018	140628	MODESTO STEEL	210965	221-4149-442011	ASH STREET TUNNEL PROJECT	251.46
					Vendor 168 - MODESTO STEEL Total:	**251.46**
Vendor: 830 - MODESTO WELDING PRODUCTS						
03/16/2018	140629	MODESTO WELDING PRODUC	138186	622-4151-427006	CYLINDER RENTAL	26.4
03/16/2018	140629	MODESTO WELDING PRODUC	140381	110-4140-427006	CYLINDER RENTAL	26.4

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
					Vendor 830 - MODESTO WELDING PRODUCTS Total:	**52.8**
Vendor: 156 - MUNISERVICES						
03/16/2018	140630	MUNISERVICES	INV06-001948	110-1910-320100	SALES TAX AUDIT	52.22
03/16/2018	140630	MUNISERVICES	INV06-002103	110-1310-425003	SALES TAX AUDIT	500
					Vendor 156 - MUNISERVICES Total:	**552.22**
Vendor: 198 - OAKDALE EMPLOYEES ASSOCIATION						
03/23/2018	10007	OAKDALE EMPLOYEES ASSOCI	INV00019	110-219-0800	OAKDALE EMPLOYEES ASSOCI	48
					Vendor 198 - OAKDALE EMPLOYEES ASSOCIATION Total:	**48**
Vendor: 206 - OAKDALE LEADER						
03/16/2018	140631	OAKDALE LEADER	201453	720-3110-425003	PUBLIC HEARING	200
03/16/2018	140631	OAKDALE LEADER	203570	720-3110-425003	PUBLIC HEARING	120
03/16/2018	140631	OAKDALE LEADER	204024	720-3110-425011	PUBLIC NOTICES	120
03/16/2018	140631	OAKDALE LEADER	204024	720-3110-425011	PUBLIC NOTICES	120
03/16/2018	140631	OAKDALE LEADER	204025	720-3110-425011	PUBLIC NOTICES	180
03/16/2018	140631	OAKDALE LEADER	205267	622-4152-425003	PUBLIC NOTICES	140
03/16/2018	140631	OAKDALE LEADER	206266	720-3110-425011	PUBLIC NOTICES	180
					Vendor 206 - OAKDALE LEADER Total:	**1060**
Vendor: 208 - OAKDALE POLICE OFFICERS ASSOCIATION						
03/13/2018	10009	OAKDALE POLICE OFFICERS AS	INV00013	110-219-0800	ASSOCIATION DUES	25
03/23/2018	10009	OAKDALE POLICE OFFICERS AS	INV00018	110-219-0800	ASSOCIATION DUES	700
					Vendor 208 - OAKDALE POLICE OFFICERS ASSOCIATION Total:	**725**
Vendor: 209 - OAKDALE POLICE OFFICERS ASSOCIATION						
03/13/2018	10008	OAKDALE POLICE OFFICERS AS	INV00014	110-219-0900	OAKDALE PD LTD	19.5
					Vendor 209 - OAKDALE POLICE OFFICERS ASSOCIATION Total:	**19.5**
Vendor: 1563 - ONTEL SECURITY SERVICES, INC.						
03/16/2018	140632	ONTEL SECURITY SERVICES, IN	24133	117-222-0700	EVENT SECURITY	150
03/16/2018	140632	ONTEL SECURITY SERVICES, IN	24133	117-7460-350305	EVENT SECURITY	-0.25
					Vendor 1563 - ONTEL SECURITY SERVICES, INC. Total:	**149.75**
Vendor: 219 - OPERATING ENGINEERS LOCAL #3						
03/08/2018	140659	OPERATING ENGINEERS LOCA	INV00012	110-219-0800	UNION DUES - OAKDALE MISC	30
03/13/2018	140659	OPERATING ENGINEERS LOCA	INV00015	110-219-0800	UNION DUES - OAKDALE POLI	29.5
03/23/2018	140659	OPERATING ENGINEERS LOCA	INV00025	110-219-0800	UNION DUES - OAKDALE POLI	826
03/23/2018	140659	OPERATING ENGINEERS LOCA	INV00026	110-219-0800	UNION DUES - OAKDALE MISC	900
					Vendor 219 - OPERATING ENGINEERS LOCAL #3 Total:	**1785.5**
Vendor: 218 - OPERATING ENGINEERS TRUST FUND						
03/16/2018	140633	OPERATING ENGINEERS TRUS	MAR 2018	110-219-1102	BENEFITS	3158
					Vendor 218 - OPERATING ENGINEERS TRUST FUND Total:	**3158**
Vendor: 62 - O'REILLY AUTOMOTIVE STORES, INC.						
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-314358	622-4152-424003	MISC. SUPPLIES	62.71
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-314427	110-4120-424002	MISC. SUPPLIES	190.72

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-315026	622-4152-424003	MISC. SUPPLIES	133.47
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-315916	622-4152-424003	MISC. SUPPLIES	52.49
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-316188	622-4152-424003	MISC PARTS	30.08
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-316277	622-4152-424003	MISC. PARTS	280.11
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-316326	622-4152-424003	MISC. SUPPLIES	91.97
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-316333	622-4152-424003	MISC. SUPPLIES	127.1
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-316375	622-4152-424003	MISC. SUPPLIES	162.67
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-316385	622-4152-424003	MISC. SUPPLIES	21.06
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-317904	110-4120-424002	MISC. PARTS	128.23
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-318044	110-2110-424003	MISC. PARTS	10.34
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-318045	110-2110-424003	MISC. PARTS	31.02
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-318090	110-2110-424003	MISC. PARTS	79.43
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-318430	110-2110-424003	MISC. PARTS	159.64
03/16/2018	140634	O'REILLY AUTOMOTIVE STORE	2721-318662	110-2110-424003	MISC. PARTS	37.23
					Vendor 62 - O'REILLY AUTOMOTIVE STORES, INC. Total:	**1598.27**
Vendor: 1381 - OSNER, GEORGE AICP						
03/16/2018	140635	OSNER, GEORGE AICP	JAN. 2018	720-3110-425003	PLANNING SERVICES	540
03/16/2018	140635	OSNER, GEORGE AICP	FEB 2018	720-3110-425003	PLANNING SERVICES	435
03/16/2018	140635	OSNER, GEORGE AICP	FEB 2018	720-3110-425003	PLANNING SERVICES	1080
					Vendor 1381 - OSNER, GEORGE AICP Total:	**2055**
Vendor: 226 - PG&E						
03/16/2018	140636	PG&E	529290	622-4151-420001	ELECTRIC	1009.37
03/16/2018	140636	PG&E	52988	622-4151-420001	ELECTRIC	14.99
03/16/2018	140636	PG&E	58748645171	110-4142-420001	ELECTRIC	12340.48
03/16/2018	140636	PG&E	48213775637	110-4142-420001	ELECTRIC	553.04
03/16/2018	140636	PG&E	60758610988	110-7210-420001	ELECTRIC	688.05
03/16/2018	140636	PG&E	70558644897	645-4160-420001	ELECTRIC	1747.95
03/16/2018	140636	PG&E	71657627262	110-4142-420001	ELECTRIC	630.13
03/16/2018	140636	PG&E	74909432291	119-4110-420001	ELECTRIC	210.22
03/16/2018	140636	PG&E	74909432291	120-3110-420001	ELECTRIC	210.23
03/16/2018	140636	PG&E	21489565081	117-7440-420001	ELECTRIC	708.61
03/16/2018	140636	PG&E	41595816467	631-4180-420001	ELECTRIC	890.53
03/16/2018	140636	PG&E	21072898444	117-7440-420001	ELECTRIC	8.11
03/16/2018	140636	PG&E	60775846904	645-4160-420001	ELECTRIC	17286.32
					Vendor 226 - PG&E Total:	**36298.03**

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
Vendor: 1265 - PLATT						
03/16/2018	140637	PLATT	P736589	622-4151-424002	ELECTRICAL SUPPLIES	3246.22
					Vendor 1265 - PLATT Total:	**3246.22**
Vendor: 232 - PRIME SHINE EXPRESS CARWASH						
03/16/2018	140638	PRIME SHINE EXPRESS CARWA	SI-02120	110-2110-424003	CAR WASHES	120
03/16/2018	140638	PRIME SHINE EXPRESS CARWA	SI-02120	110-2160-425003	CAR WASHES	4

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140638	PRIME SHINE EXPRESS CARWA	SI-02120	110-2161-425003	CAR WASHES	12
03/16/2018	140638	PRIME SHINE EXPRESS CARWA	SI-02120	110-7413-424003	CAR WASHES	4
03/16/2018	140638	PRIME SHINE EXPRESS CARWA	SI-02120	118-7320-424003	CAR WASHES	4
03/16/2018	140638	PRIME SHINE EXPRESS CARWA	SI-02120	645-4160-424003	CAR WASHES	8
					Vendor 232 - PRIME SHINE EXPRESS CARWASH Total:	**152**
Vendor: 1429 - R & B COMPANY						
03/16/2018	140639	R & B COMPANY	S1720279.001	645-4160-424006	FIRE HYDRANT	130.98
					Vendor 1429 - R & B COMPANY Total:	**130.98**
Vendor: 255 - SAFE-T-LITE OF MODESTO						
03/16/2018	140640	SAFE-T-LITE OF MODESTO	344027	110-4140-427006	CAPS	102.85
03/16/2018	140640	SAFE-T-LITE OF MODESTO	344162	110-4140-427006	BRIDLE RIDGE SIGN INSTALLAT	1483.33
03/16/2018	140640	SAFE-T-LITE OF MODESTO	344248	110-4140-427006	STREET SIGNS	627.58
03/16/2018	140640	SAFE-T-LITE OF MODESTO	344400	110-4140-427006	MISC. SUPPLIES	69.87
					Vendor 255 - SAFE-T-LITE OF MODESTO Total:	**2283.63**
Vendor: 261 - SEEGER'S PRINTING						
03/16/2018	140641	SEEGER'S PRINTING	0127594-IN	118-7340-425014	SC NEWSLETTER	212.51
03/16/2018	140641	SEEGER'S PRINTING	0127685-IN	118-7320-427006	KIDS FEST EASTER FLYERS	130.53
03/16/2018	140641	SEEGER'S PRINTING	0127686-IN	118-7320-427006	KIDS FEST POSTERS	81.99
					Vendor 261 - SEEGER'S PRINTING Total:	**425.03**
Vendor: 1015 - SEIFEL CONSULTING INC.						
03/16/2018	140642	SEIFEL CONSULTING INC.	12224	363-9091-425003	PROFESSIONAL SERVICES	4320
					Vendor 1015 - SEIFEL CONSULTING INC. Total:	**4320**
Vendor: 1182 - SOUTHERN COUNTIES FUELS						
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1094341-IN	110-140-0200	FUEL	1173.02
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1094341-IN	110-217-0000	FUEL	65.88
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1094341-IN	110-218-0000	FUEL	-34.85
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1094341-IN	110-218-0000	FUEL	18
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1096219-IN	110-140-0200	FUEL	1146
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1096219-IN	110-217-0000	FUEL	62.59
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1096219-IN	110-218-0000	FUEL	-34.03
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1096219-IN	110-218-0000	FUEL	17.1
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1099148-IN	110-140-0200	FUEL	1374.72
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1099148-IN	110-217-0000	FUEL	74.12
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1099148-IN	110-218-0000	FUEL	20.25
03/16/2018	140643	SOUTHERN COUNTIES FUELS	1099148-IN	110-218-0000	FUEL	-40.97
					Vendor 1182 - SOUTHERN COUNTIES FUELS Total:	**3841.83**
Vendor: 1163 - STAPLES ADVANTAGE						
03/16/2018	140644	STAPLES ADVANTAGE	3364803923	110-2110-427001	OFFICE SUPPLIES	308.9
03/16/2018	140644	STAPLES ADVANTAGE	3365029848	110-2110-427001	OFFICE SUPPLIES	283.31
03/16/2018	140644	STAPLES ADVANTAGE	3365792812	110-2160-427001	OFFICE SUPPLIES	14.28
03/16/2018	140644	STAPLES ADVANTAGE	3365792812	110-2161-427001	OFFICE SUPPLIES	14.27
03/16/2018	140644	STAPLES ADVANTAGE	3367777187	622-4152-427006	OFFICE SUPPLIES	40.92

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140644	STAPLES ADVANTAGE	3367777187	645-4160-427006	OFFICE SUPPLIES	40.92
03/16/2018	140644	STAPLES ADVANTAGE	3368820616	110-2130-427023	OFFICE SUPPLIES	110.51
03/16/2018	140644	STAPLES ADVANTAGE	3369621016	110-4140-427006	OFFICE SUPPLIES	13.42
03/16/2018	140644	STAPLES ADVANTAGE	3369621016	110-7210-427006	OFFICE SUPPLIES	13.43
03/16/2018	140644	STAPLES ADVANTAGE	3369621016	622-4152-427006	OFFICE SUPPLIES	13.43
03/16/2018	140644	STAPLES ADVANTAGE	3369621016	645-4160-427006	OFFICE SUPPLIES	13.43
03/16/2018	140644	STAPLES ADVANTAGE	3371267154	110-1310-427006	OFFICE SUPPLIES	22.37
03/16/2018	140644	STAPLES ADVANTAGE	3371267154	622-4153-427006	OFFICE SUPPLIES	22.37
03/16/2018	140644	STAPLES ADVANTAGE	3371267154	645-4161-427006	OFFICE SUPPLIES	22.38
					Vendor 1163 - STAPLES ADVANTAGE Total:	**933.94**
Vendor: 278 - STEVES CHEVROLET-BUICK						
03/16/2018	140645	STEVES CHEVROLET-BUICK	131563	622-4152-424003	MISC. PARTS	13.93
					Vendor 278 - STEVES CHEVROLET-BUICK Total:	**13.93**
Vendor: 332 - SUPERION, LLC.						
03/16/2018	140646	SUPERION, LLC.	204173	110-1310-425012	SOFTWARE LEASE	1591.73
03/16/2018	140646	SUPERION, LLC.	204173	622-4153-425012	SOFTWARE LEASE	3183.47
03/16/2018	140646	SUPERION, LLC.	204173	645-4161-425012	SOFTWARE LEASE	3183.47
03/16/2018	140646	SUPERION, LLC.	204571	110-1310-425012	SOFTWARE LEASE	1591.73
03/16/2018	140646	SUPERION, LLC.	204571	622-4153-425012	SOFTWARE LEASE	3183.47
03/16/2018	140646	SUPERION, LLC.	204571	645-4161-425012	SOFTWARE LEASE	3183.47
					Vendor 332 - SUPERION, LLC. Total:	**15917.34**
Vendor: 1556 - SUTTER HEALTH PLUS						
03/16/2018	140647	SUTTER HEALTH PLUS	556344	110-219-1101	HEALTH BENEFITS	48302.19
					Vendor 1556 - SUTTER HEALTH PLUS Total:	**48302.19**
Vendor: 284 - TEN-FOUR COMMUNICATIONS						
03/16/2018	140648	TEN-FOUR COMMUNICATION	54680	110-2110-424004	RADIO REPAIR	155
					Vendor 284 - TEN-FOUR COMMUNICATIONS Total:	**155**
Vendor: 1191 - TOSHIBA FINANCIAL SERVICES, INC.						
03/16/2018	140649	TOSHIBA FINANCIAL SERVICES	351082193	119-4110-423000	COPIER LEASE	141.59
03/16/2018	140649	TOSHIBA FINANCIAL SERVICES	351082193	120-3110-423000	COPIER LEASE	141.59
03/16/2018	140649	TOSHIBA FINANCIAL SERVICES	351082193	622-4152-423000	COPIER LEASE	141.59
03/16/2018	140649	TOSHIBA FINANCIAL SERVICES	351082193	645-4160-425003	COPIER LEASE	141.59
					Vendor 1191 - TOSHIBA FINANCIAL SERVICES, INC. Total:	**566.36**
Vendor: 291 - TROMBETTA ELECTRICS DISTRIBUTORS						
03/16/2018	140650	TROMBETTA ELECTRICS DISTR	159083	331-7219-442003	COMMUNITY PARK	116.05
03/16/2018	140650	TROMBETTA ELECTRICS DISTR	159084	331-7219-442003	COMMUNITY PARK	209.29
					Vendor 291 - TROMBETTA ELECTRICS DISTRIBUTORS Total:	**325.34**
Vendor: 1583 - TYLER TECHNOLOGIES, INC.						
03/16/2018	140651	TYLER TECHNOLOGIES, INC.	025-216076	110-1310-425003	SOFTWARE	531.25
03/16/2018	140651	TYLER TECHNOLOGIES, INC.	025-216076	622-4153-425003	SOFTWARE	796.88
03/16/2018	140651	TYLER TECHNOLOGIES, INC.	025-216076	645-4161-425003	SOFTWARE	796.87

City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 03/15/2018 - 03/27/2018

Post Date	Payment Number	Vendor Name	Payable Number	Account Number	Description (Item)	Amount
03/16/2018	140651	TYLER TECHNOLOGIES, INC.	025-216247	110-1310-425003	SOFTWARE	3070.31
03/16/2018	140651	TYLER TECHNOLOGIES, INC.	025-216247	622-4153-425003	SOFTWARE	4605.47
03/16/2018	140651	TYLER TECHNOLOGIES, INC.	025-216247	645-4161-425003	SOFTWARE	4605.47
					Vendor 1583 - TYLER TECHNOLOGIES, INC. Total:	**14406.25**
Vendor: 1518 - UNKE, INC.						
03/16/2018	140652	UNKE, INC.	UN-5172	110-4140-427006	ROAD BASE	322.11
					Vendor 1518 - UNKE, INC. Total:	**322.11**
Vendor: 308 - VERIZON WIRELESS						
03/16/2018	140653	VERIZON WIRELESS	570628357-00001	110-2110-420004	CELL PHONES	871.11
03/16/2018	140653	VERIZON WIRELESS	372078107-00002	110-2110-420003	CELL PHONES	570.15
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	110-4120-420004	CELL PHONES/TABLETS	73.29
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	110-4140-425003	CELL PHONES/TABLETS	79.32
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	119-4110-420004	CELL PHONES/TABLETS	38.86
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	120-3130-420004	CELL PHONES/TABLETS	91.78
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	622-4151-420004	CELL PHONES/TABLETS	290.15
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	622-4152-420004	CELL PHONES/TABLETS	615.41
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	645-4160-420004	CELL PHONES/TABLETS	630.51
03/16/2018	140653	VERIZON WIRELESS	570624185-00001 2/26/18	645-4160-427006	CELL PHONES/TABLETS	727.62
03/16/2018	140653	VERIZON WIRELESS	870628391-00001	110-2110-420003	CELL PHONES	246.36
					Vendor 308 - VERIZON WIRELESS Total:	**4234.56**
Vendor: 1560 - WGR SOUTHWEST, INC.						
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	343-7219-441002	INSPECTIONS	165
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	165
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	330
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	330
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	330
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	495
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	165
03/16/2018	140654	WGR SOUTHWEST, INC.	19938	720-3110-425003	INSPECTIONS	165
03/16/2018	140654	WGR SOUTHWEST, INC.	20097	657-4170-425003	CONTRACT SERVICES	1575
03/16/2018	140654	WGR SOUTHWEST, INC.	20175	657-4170-425003	CONTRACT SERVICES	262.5
					Vendor 1560 - WGR SOUTHWEST, INC. Total:	**3982.5**
Vendor: 679 - ZOOM IMAGING SOLUTIONS INC.						
03/16/2018	140655	ZOOM IMAGING SOLUTIONS II	1884001	110-2110-423000	COPIER CONTRACT	209.12
03/16/2018	140655	ZOOM IMAGING SOLUTIONS II	1897686	110-2110-423000	COPIER CONTRACT	280.74
03/16/2018	140655	ZOOM IMAGING SOLUTIONS II	1910674	110-2110-423000	COPIER CONTRACT	285.11
					Vendor 679 - ZOOM IMAGING SOLUTIONS INC. Total:	**774.97**
					Grand Total:	**668289.75**

AGENDA ITEM 9.3:

By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.

AGENDA ITEM 9.4:

City of Oakdale
City Council Staff Report

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Kathy Teixeira, City Clerk

Subject: Claim for Damage – Miguel Vargas

I. BACKGROUND

A claim for monetary reimbursement for property damage was received on March 20, 2018. The claim as submitted indicated this incident occurred on or about the time period of March 1, 2018, no time was attached to the claim. The location of the incident was indicated as North Maag Avenue.

II. DISCUSSION

The claim was submitted to the City's claims adjuster, Acclamation Insurance Services (AIMS), for review and recommendation. The City's claims adjuster has recommended City Council rejection of the claim.

III. FISCAL IMPACT

No fiscal impact to date.

IV. RECOMMENDATION

Staff concurs with AIMS' recommendation and recommends rejection of the claim by City Council Minute Order.

V. ATTACHMENTS

None.

AGENDA ITEM 9.5:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Scott Heller, Chief of Police

Subject: Consideration of an Animal Control Services Agreement with the City of Riverbank to Provide Animal Control Services in the City of Riverbank.

I. BACKGROUND

In February 2009, the City of Oakdale entered into an Animal Control Services Agreement with the City of Riverbank to provide limited animal services to residents living within the city limits of Riverbank. It has been an annual and semi-annual agreement renegotiated since that time.

The Oakdale Police Department is requesting authorization from the City Council to renew the existing Animal Services Contract with the City of Riverbank with updates agreed upon through negotiations between respective city staff. Under the proposed agreement, this contract would be approximately two years in length, and expire on June 30, 2020.

II. DISCUSSION

The City of Oakdale Animal Services has been providing animal control services to Riverbank since 2009; responding to animal-related calls and patrolling for loose and roaming animals. Oakdale Animal Control Services currently provides patrol services to Riverbank residents 32 hours each week during agreed upon days and hours of the day. All personnel costs associated with the patrols are paid by the City of Riverbank. After normal business hours, animal control officers also respond to emergency-only animal related calls in Riverbank on a fee for service basis.

The proposed updated contract upgrades the current 32-hour a week animal control officer to a 40-hour a week full time animal control officer assigned primarily to Riverbank. It also updates the cost of police dispatch services and all operations and maintenance costs incurred by Oakdale to deliver services. The agreement also sets up a vehicle replacement fund whereby Riverbank will provide $20,000 a year towards capital replacement needs.

City of Riverbank Staff has worked with City of Oakdale Staff in negotiating the proposed contract to become effective from the signature date through FY19/20, expiring June 30, 2020. The agreement stipulates that either party may terminate the agreement upon thirty (30) days written notice. The

proposed agreement and a description of the fees are provided and identified as Attachment B.

III. FISCAL IMPACT

There is no negative fiscal impact for the City of Oakdale. All costs associated with contract services are recovered from the City of Riverbank.

IV. RECOMMENDATION

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute the Animal Control Services Agreement with the City of Riverbank.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2018-___
Attachment B: 2018-2020 Animal Control Services Contract

Attachment A

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2018-___

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL AUTHORIZING AN ANIMAL CONTROL SERVICES AGREEMENT WITH THE CITY OF RIVERBANK TO PROVIDE ANIMAL CONTROL SERVICES IN THE CITY OF RIVERBANK

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale operates an Animal Control Services Program under the management of the Oakdale Police Department; and,

WHEREAS, the City of Riverbank desires to renew a contract with the City of Oakdale to receive animal control services in Riverbank; and,

WHEREAS, the annual contract is structured in such a way whereby it is cost neutral to the City of Oakdale; and,

WHEREAS, all services provided are paid by the City of Riverbank; and,

WHEREAS, the City of Oakdale may terminate the proposed Agreement upon thirty (30) days written notice to the City of Riverbank.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby approves the Animal Control Services Agreement with the City of Riverbank attached and incorporated herein to provide animal-related patrols (40-hours weekly) in the city of Riverbank and animal control support services to the City of Riverbank. The term of the agreement shall be from the signature date through June 30, 2020.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF APRIL 2018, by the following votes:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

ATTEST:

_____
Kathy Teixeira, CMC
City Clerk

SIGNED:

_____
Pat Paul
Mayor

This Agreement is entered into this ___ day of _____, between the City of Riverbank and the City of Oakdale. This Agreement is effective through June 30, 2020.

ARTICLE 1

DESCRIPTION OF SERVICES

1.1 TERMS AND CONDITIONS

The City of Oakdale will provide the following limited Animal Control Services to the City of Riverbank. The services selected by the City of Riverbank are described as follows and are subject to the following terms and conditions. This agreement relates to the impounding of cats, dogs, and small animals not exceeding 150 pounds during specified duty hours of the City of Oakdale's Animal Control Officer(s). Refer to **Attachment 1** for specific cost for service.

1.2 PATROL SERVICES

The City of Oakdale will provide animal related patrol services within the incorporated limits of the City of Riverbank for a period of forty (40) hours of each week. Oakdale Animal Control will provide the City of Riverbank with a schedule of regular patrol hours. However, extenuating circumstances (i.e., employee illness) may prevent the City of Oakdale from providing patrols on a specific schedule. Should such extenuating circumstances occur, Oakdale Animal Control agrees to notify the Riverbank Police Services Watch Commander and the City of Riverbank, Administrative Services Department, to modify the schedule to ensure the required patrol services are provided. The fee that the City of Riverbank agrees to pay the City of Oakdale for these services is described in **Attachment 1**. Refer to **Attachment 1** for service costs.

1.3 EMERGENCY CALL OUT

During hours when City of Oakdale Animal Control officers are not patrolling incorporated areas of the City of Riverbank, Oakdale Animal Control officers will respond to the City of Riverbank to assist with dog, cat, and small animal related emergencies. Such incidents will be verified by a Riverbank Police Services Officer, or a Riverbank contracted Security Officer, or other Riverbank personnel as designated by the City Manager.

Fees vary depending upon the time of day that the request is placed. Refer to **Attachment 2**. Emergency Call Outs for the City of Riverbank are considered:

(I) INJURED/SICK ANIMALS: When any injured/sick stray domestic or non- domestic animal weighing less than 150 pounds is found in a public place and the owner is unknown or untraceable. Owned injured/sick animals are the responsibility of the owner.

(II) STRAY ANIMAL BITE: When any animal or species known to be endemic to rabies (generally warm-blooded mammals), bites or exposes a human and the owner is unknown, (owned animals are to be confined by the owner, and an Oakdale Animal Services Officer can handle the case the following work day).

(III) DANGEROUS ANIMALS: When any animal is presenting an immediate danger to the public safety.

(IV) AGENCY ASSISTANCE: An Oakdale Animal Services Officer will respond to emergency call-outs as defined in (I), (II), and (Ill) above, once the emergency has been verified by an on-duty peace officer, when available, or authorized security officer working under contract for the City of Riverbank, when available.

(V) PUBLIC SAFETY: On occasion, animal control calls that are determined to pose a public safety concern, which do not meet the definitions of an emergency as stated in (I) (II) or (Ill) above, requires animal control service. Such incidents will be verified by a Riverbank Police Services Officer, or a Riverbank contracted Security Officer, or other Riverbank personnel as designated by the City Manager.

All call out requests for animal control services not within the scheduled hours of patrolling the City of Riverbank shall be paid by the City of Riverbank as indicated in **Attachment 2**.

1.4 VETERINARIAN/MEDICAL SERVICES AND ASSOCIATED COSTS

The City of Oakdale will provide veterinarian/medical services for animals captured within the City of Riverbank. The City of Oakdale also agrees to provide office supplies and equipment for Oakdale Animal Control employees. Euthanasia drugs, dog and cat food, animal disposal services, spay and neutering, cleaning and drain chemicals, and miscellaneous items will also be supplied. The fee that the City of Riverbank agrees to pay the City of Oakdale for these services and supplies is described in **Attachment 1**.

1.5 IDENTITY OF OWNER

All animals received by Oakdale Animal Control Officers will be checked for a microchip and/or city license, in an attempt to identify their owner.

ARTICLE 2

GENERAL PROVISIONS

2.1 SHELTER ATTENDANT

The City of Oakdale will employ two part-time (32-hour a week and 12-hour a week) shelter attendants. The job duties will include but will not be limited to feeding the animals, cleaning the facility, and to accept and release animals from the Oakdale Animal Control Shelter. The Oakdale Animal Control Services supervisor will set this employee's work schedule.

The Cities of Oakdale and Riverbank agree to share equally the cost of the two shelter attendants. See **Attachment 1** for a summary of the cost.

2.2 RADIO/TELEPHONE DISPATCH COSTS

It is anticipated that the Oakdale Police Department will receive nearly 1,500 animal-related calls from the City of Riverbank during the duration of this contract. The City of Oakdale is expected to incur a monthly cost of $3,153.12 to dispatch officers for these services. The City of Riverbank agrees to pay for the cost for these services for the duration of this agreement as indicated in **Attachment 1**.

2.3 ANIMAL CONTROL SUPERVISOR COSTS

It is anticipated that the Oakdale Animal Control Unit Supervisor will have to commit at least 8 hours a week to supervising the part-time animal control officer who will be serving the City of Riverbank each week. The City of Riverbank agrees to pay for the cost of this service for the duration of this agreement as indicated on **Attachment 1**.

2.4 LIVESTOCK AND LARGE ANIMAL HANDLING COSTS

Although the Oakdale Animal Control Unit is not equipped to handle livestock on a regular basis, and in the interest of maintaining a high level of service for the City of

Riverbank, our Animal Control Unit may be able to assist with such calls depending on the size, disposition and location of the animal. Accepting such calls will be decided on a case-by-case basis and all additional costs including but not limited to housing, feed and veterinarian services will be paid by the City of Riverbank.

2.5 MODIFICATION OF AGREEMENT/FEE SCHEDULE

This agreement may be modified and/or amended at any time by mutual agreement of the parties, in writing. Any increase in fees shall not exceed 10-percent (10%) annually unless mutually agreed upon by both parties.

The fee schedule (**Attachment 1 and Attachment 2**) becomes effective the signature date and expires on June 30, 2020. The cities of Oakdale and Riverbank agree to re-open this agreement on the first business day of May 2020, to begin discussions about a contract extension. However, any salary and fringe benefit increases incurred by the City of Oakdale for the positions of Animal Control Officer, Shelter Attendant, Dispatcher, or Police Sergeant (positions dedicated to providing services to Riverbank under this agreement) may be cause for renegotiation of said contract at any time through June 30, 2020.

The respective City Managers are authorized to make monetary changes up to $5,000 and all non-monetary changes to the Agreement.

2.6 PAYMENT OF FEES

The City of Riverbank agrees to pay the City of Oakdale for the services selected and billed, within thirty (30) days of receipt of statement of charges.

2.7 ACCEPTANCE/TERMINATION OF AGREEMENT

This Agreement shall become effective immediately upon approval of the Riverbank City Council and the Oakdale City Council. Either party may terminate the Agreement upon thirty (30) days written notice.

2.8 ANIMAL CONTROL VEHICLE

The City of Riverbank has provided, at no cost to the City of Oakdale, an animal control vehicle designed to contain and transport small animals. The vehicle will be used exclusively by designated Oakdale animal control officer(s). The vehicle will be stored at

the Oakdale Police facility when not in service as a convenience to the Oakdale Animal Control officer(s) for emergency animal call-outs occurring in the City of Riverbank. The City of Oakdale has purchased the vehicle for $1.00 and agrees to amortize its purchase in a manner agreeable to both parties. However, if this Agreement is terminated prior to the full amortization of the animal control vehicle, the vehicle becomes the property of the City of Riverbank. The City of Riverbank will be charged for maintenance and fuel for use of the vehicle to provide services to the City of Riverbank (**refer to Attachment 1)**.

In the event that the Riverbank Animal Control vehicle becomes non-serviceable during the lifespan of this contract, the City of Riverbank shall provide, at no cost to the City of Oakdale, an animal control vehicle designed to contain and transport small animals. The vehicle will be used exclusively by designated Oakdale animal control officer(s). The vehicle will be stored at the Oakdale Police facility when not in service as a convenience to the Oakdale Animal Control officer(s) for emergency animal call-outs occurring in the City of Riverbank. The City of Riverbank shall allow the City of Oakdale to purchase the vehicle for $1.00 and agrees to amortize its purchase in a manner agreeable to both parties. However, if this Agreement is terminated prior to the full amortization of the animal control vehicle, the vehicle becomes the property of the City of Riverbank. The City of Riverbank will be charged for maintenance and fuel for use of the vehicle to provide services to the City of Riverbank (**refer to Attachment 1)**.

At the start of each fiscal year, beginning July 1, 2018, the City of Riverbank agrees to pay the City of Oakdale $20,000.00 per fiscal year for the duration of this contract to be set aside into a vehicle replacement account. These funds will be used to offset the replacement of the Riverbank Animal Control vehicle.

On or before May 1, 2018, the City of Riverbank agrees to pay the City of Oakdale for the replacement of the animal control vehicle's animal transportation box **(refer to Attachment 1 for cost)**. The City of Riverbank also agrees to pay for any future maintenance costs associated with that transportation box for the duration of this contract.

2.9 COLLECTION OF FEES

The City of Riverbank has adopted an ordinance that authorizes City of Oakdale Animal Control officer(s) to enforce standard animal-related licensing requirements and nuisance-related problems (i.e., leash law violations) in Riverbank. The City of Riverbank has also agreed to adopt the City of Oakdale's existing animal-related user fees (i.e., animal license fee) to allow Oakdale Animal Control employees to impose fees for services rendered within the City of Riverbank.

The City of Riverbank agrees to collect fees for penalties imposed by the Riverbank City Animal Code and all user fees for services rendered in the incorporated areas of the City of Riverbank. One-hundred-percent (100%) of all fees collected will be transferred to and retained by the City of Oakdale. Thirty-five-percent (35%) of said fees will be paid to the City of Oakdale to be used to help pay costs associated with animal control. The remaining sixty-five-percent (65%) will be used to offset costs charged to the City of Riverbank for animal control services.

2.10 REPORTING

The City of Oakdale agrees to furnish at the request of the City of Riverbank quarterly reports stating the number of calls responded to, the actual time worked for patrol services, the time worked responding to emergency call outs, and the number of animals apprehended or received.

2.11 VICIOUS AND POTENTIALLY DANGEROUS DOGS

Vicious and potentially dangerous animals shall be handled as set forth in the Oakdale Municipal Code by the Oakdale Police Chief or his designee. Hearings involving Riverbank animals shall take place within the city limits of Riverbank. If the City of Riverbank requests that an Oakdale Animal Control Officer(s) provide assistance in a legal proceeding to declare a dog vicious or potentially dangerous, the City of Riverbank shall pay to the City of Oakdale the weighed labor rate of the Oakdale Animal Services officer who provided the assistance.

2.12 HOLD HARMLESS

To the fullest extent permitted by law, the cities shall indemnify, defend, and hold the other harmless, its officers, representatives , agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorney's fees, to the extent arising or resulting from any negligent acts, errors or omissions of such indemnifying party or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. The cities agree to waive rights of recovery for damage to city property because of negligence of the other city. The cities also agree to waive any rights of recovery for liabilities under the Workers Compensation Laws of the State of California, Labor Code Sections 3200 et seq.

2.13 RECONCILATION

The City of Oakdale and the City of Riverbank agree that there will be a reconciliation of revenues and expenditures at the end of the contract. Any adjustment shall be reflected as an increase or decrease to the final contract amount.

IN WITNESS WHEREOF, this agreement was executed on the date first written above.

CITY OF OAKDALE	CITY OF RIVERBANK
_____	_____
Bryan Whitemyer, City Manager	Sean Scully, City Manager
ATTEST:	ATTEST:
_____	_____
Kathy Teixeira, CMC, City Clerk	Annabelle Aguilar, CMC, City Clerk
APPROVED AS TO FORM:	APPROVED AS FORM:
_____	_____
Thomas P. Hallinan, City Attorney	Thomas P. Hallinan, City Attorney

ATTACHMENT 1

City of Oakdale
Annual Cost Summary for Animal Control Services

DESCRIPTION		
Animal Control Officer	Full-Time ACO	$63,077.30
Shelter Attendant	Part-Time	$23,267.61
Dispatcher Services		$37,837.44
Supervisor		$15,673.76
	Total	**$139,856.11**

OPERATING COSTS		
Office Supplies		$3,864.00
Euthanasia Drugs		$5,645.60
Dog/Cat Food		$880.00
D & D Disposal		$6,630.00
Veterinarian Costs		$4,980.00
Spay/Neutering Costs		$15,600.00
AC Vehicle Fuel		$7,800.00
AC Vehicle Maintenance		$150.00
Cleaning Supplies/Drain Chems		$3,680.75
Misc. Animal ID & Confinement		$5,591.86
Mandatory Training		$1,762.50
Diamond Truck Body Mfg.	AC Transportation Box	$18,966.00
	Total	**$75,550.71**
	Combined Total	**$215,406.82**

ATTACHMENT 2

Emergency Animal Response Costs

An Animal Control Officer recalled to work outside and not continuous with regularly scheduled hours shall be paid a minimum of three hours at a rate of one and one-half times the employee's regular straight time rate of pay.

AGENDA ITEM 10.1:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Mark Niskanen, Contract Planner

Reviewed by: Jeff Gravel, Public Services Director

Subject: Out of Boundary Service Agreement No. 2014-14, Between the City of Oakdale and the Oakdale Irrigation District (Improvement District No. 41 - Tioga Avenue) to consider:

1) Adoption of Resolution No. 2018-___, Approving Out of Boundary Service Agreement No. 2014-14 and Authorizing Staff to Submit an Out of Boundary Service Request to Stanislaus LAFCO

2) Adoption of Resolution No. 2018-___, Approval of Negative Declaration (SCH No. 2015062016)

I. BACKGROUND

The proposed project consists of an Out of Boundary Service Agreement between the City of Oakdale and the Oakdale Irrigation District (OID) to allow for the City to provide domestic water services to properties located within OID Improvement District No. 41. Improvement District No. 41 consists of thirty-eight (38) single-family residential parcels located on Tioga Avenue.

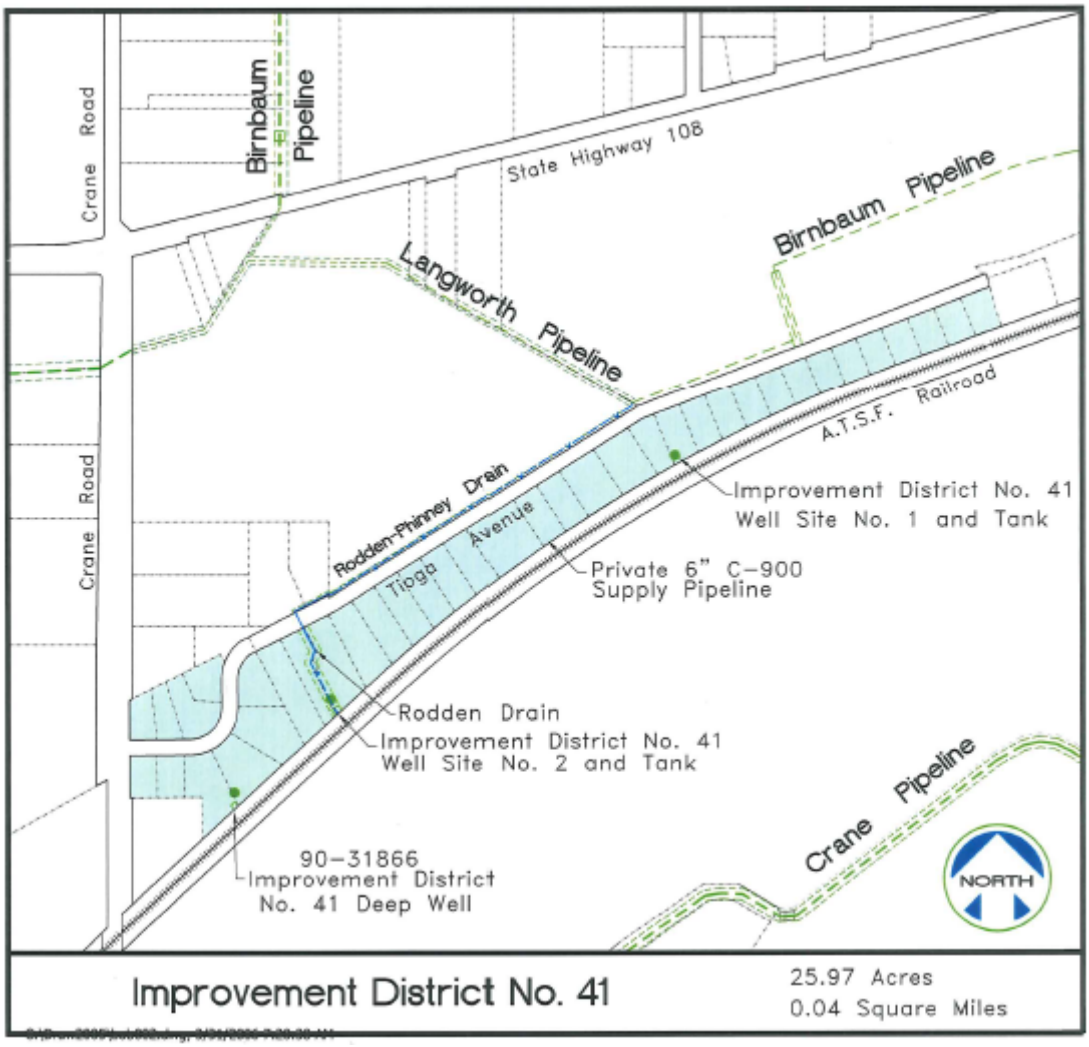
The City's 2030 General Plan designates the proposed project area for Rural Estate (RE) land uses. It is located within the land use jurisdiction of Stanislaus County, and is within the County's A-2-10 zone district.

An Out of Boundary Service Agreement (proposed project) is required as Improvement District No. 41 is located outside of the City limits, but within the City's Sphere of Influence, last updated in 2015.

The Location Map on the following page illustrates the location of Improvement District (ID) No. 41.

SUBJECT: Approve Out of Boundary Service Agreement No. 2014-14 and Authorize staff to submit an Out of Boundary Service Application to Stanislaus LAFCO
MEETING DATE: April 2. 2018

Improvement District No. 41 Location Map



II. DISCUSSION

On September 15, 1955, the OID Board of Directors adopted a Resolution approving the formation of Improvement District (ID) No. 41. As Trustee, OID administers potable water services for thirty-eight (38 parcels located Tioga Avenue. While the ID No. 41 water system contains two (2) domestic water wells, one (1) of the wells (Well Site No. 2 as illustrated above) had to be removed from service in 2009 due to high turbidity issues. ID No. 41 has continued to experience periodic outages and peak water supply issues, while operating with one (1) domestic water well in service and no backup source of potable water supply. In order to comply with State-wide public domestic water system requirements, redundant sources of water supply are required. Residents within ID No. 41 have been advised of their options in seeking a more reliable long-term source of water supply and have formally directed

OID by a vote of the membership to apply for an Out of Boundary Service Agreement with the City of Oakdale and connect to the City's domestic water system.

If approved by the City Council, City staff will submit an Out of Boundary Service Request application to LAFCO in accordance with Government Code Section 56133 (Cortese-Knox Hertzberg Act). This law specifies that a city or special district must apply for and obtain the approval of LAFCO before providing new or extended services outside of its jurisdiction boundaries. Stanislaus LAFCO has adopted a set of policies and procedures, which were recently adopted on January 24, 2018.

Policy No. 15 of the Stanislaus LAFCO Policies and Procedures set forth requirements for Out of Boundary Service Requests for properties located outside of a City's limit and Sphere of Influence. These requirements include documenting an existing or impending threat to public health and safety, and the request meets one or more of the following criteria:

1. The lack of the service being requested constitutes an existing or impending health and safety concern.

2. The property is currently developed.

3. No future expansion of service will be permitted without approval from the LAFCO.

Based on discussions with Stanislaus LAFCO staff, City staff believes that the proposed project meets the requirements set forth in Stanislaus LAFCO Policy No. 15.

Out of Boundary Service Agreement

On November 7, 2017, OID conducted an ID No. 41 membership meeting, and received direction from members of ID No. 41 to proceed with the proposed Out of Boundary Services Agreement with the City. On December 5, 2017, following the ID 41 formal vote, the OID Board of Directors certified the vote and approved the Out of Boundary Service Agreement with the City of Oakdale. Below is a general summary of the Out of Boundary Service Agreement terms:

<u>Improvements:</u>

Improvements to be installed as part of the proposed project include:

- Connect the existing eight (8) inch water line located in Tioga Avenue to the existing fourteen (14) inch water line located in Crane Road;
- Installation of an eight (8) inch reduced pressure backflow preventer and master meter; and,
- Installation of four (4) inch steel bollards with reflective striping.

Costs to design, engineer, and install said improvements will be the responsibility of OID, as Trustee of ID No. 41. With one exception, the City will install the master water meter and be reimbursed by OID for the installation cost.

Capital Facilities Fee:

Per Section 4.3 of Attachment A, OID, as Trustee of ID No. 41, will be responsible for a water impact fee in the amount of $2,438.00, for each of the ID No. 41 properties. This equates to a one-time payment of $92,644.00 to the City. The water impact fee is reflective of the City's current Water Capital Facilities Fee for Multi-Family Residential developments, where there is typically one point of connection and one water meter installed for the entire development. This fee shall be paid to the City prior to City Council acceptance of the improvements described above.

Monthly Water Rates:

On December 7, 2009, the City Council adopted Resolution No. 2009-172 (Attachment C). This Resolution defines the policy for water service rendered to unincorporated areas at the standard monthly water service rate plus a $10.00 processing fee. In accordance with Resolution No. 2009-172, the monthly water rates applied to the proposed project will be in the same manner and at the same rate as properties within the City limits, plus a processing fee of $380.00 per month, or $10.00 per parcel. OID, acting as the trustee for ID No. 41, will be the entity responsible for receiving and paying the monthly water utility bills from the City.

California Environmental Quality Act (CEQA):

City staff has prepared and circulated an Initial Study to evaluate possible environmental impacts associated with the proposed project. Based on the evaluation contained in the Initial Study, in addition to comments received during the thirty (30) day public review period, City staff determined that the proposed project would have a less than significant impact with mitigation measures incorporated. Therefore, City staff has prepared a Negative Declaration (Attachment C) in accordance with Article 6 of the CEQA Guidelines.

III. FISCAL IMPACT

As provided in Attachment A, and as described above, the total amount of fees generated by payment of the City's Water Impact Fee is $92,644.00, or $2,438.00 per parcel. In addition, per Resolution No. 2009-172, the City's standard monthly water rate and fee shall be applied plus an additional $380.00 per month, or $10.00 per parcel, both of which will be billed to OID monthly as per City standard practice.

The cost to design and install the improvements necessary to serve domestic water to Improvement District No. 41 will be borne by the Oakdale Irrigation District. City staff time will be necessary for Improvement Plan Check and Inspection services. This time will also be charged to the Oakdale Irrigation District.

IV. RECOMMENDATION

City staff recommends the City Council take the following actions:

1) Adoption of Resolution No. 2018-___ Approving Out of Boundary Service Agreement No. 2014-14 and Authorizing Staff to Submit an Out of Boundary Service Request to Stanislaus LAFCO

2) Adoption of Resolution No. 2018-___ Approval of Negative Declaration (SCH No. 2015062016)

V. ATTACHMENTS

Attachment A: Draft City Council Resolution No. 2018-___ Draft Out of Boundary Service Agreement between the City of Oakdale and the Oakdale Irrigation District
Attachment B: Draft City Council Resolution No. 2018-___ Initial Study/ Negative Declaration (SCH No. 2015062016)
Attachment C: City Council Resolution No. 2009-172

Attachment A

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2018-___

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING AN OUT OF BOUNDARY SERVICE AGREEMENT BETWEEN THE CITY OF OAKDALE AND THE OAKDALE IRRIGATION DISTRICT FOR THE PROVISION OF DOMESTIC WATER SERVICES TO IMPROVEMENT DISTRICT 41 (TIOGA AVENUE)

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, a request has been submitted by the Oakdale Irrigation District, Trustee for Improvement District No. 41, to enter into an Out of Boundary Service Agreement between the City of Oakdale and the Oakdale Irrigation District for the provision of providing domestic water service to the thirty-eight (38) parcels located within Improvement District No. 41; and,

WHEREAS, the Oakdale Irrigation District, acting as Trustee for Improvement District No. 41, has requested connecting to City water services; and,

WHEREAS, Improvement District No. 41 consists of thirty-eight (38) developed parcels located on Tioga Avenue, which is located outside of the City limits but within the City's Sphere of Influence; and,

WHEREAS, under State law, permission to extend water service to Improvement District No. 41 must be obtained from the Stanislaus County Local Agency Formation Commission (LAFCO); and,

WHEREAS, on December 5, 2017, the Oakdale Irrigation District Board of Directors certified the vote of Improvement District No. 41, and executed the Out of Boundary Service Agreement; and,

WHEREAS, the City Council held a noticed public hearing on Monday, April 2, 2018 considered City staff's recommendation for approval, heard public testimony.

NOW, THEREFORE, BE IT RESOLVED by the **CITY COUNCIL** of the **CITY OF OAKDALE** that it finds as follows:

1. The proposed project is consistent with the 2030 General Plan and Municipal Code;
2. The Initial Study/Mitigated Negative Declaration prepared for the proposed project has identified potentially significant environmental effects;

3. Before the Initial Study/Mitigated Negative Declaration was released for public review, feasible mitigation measures were made by or agreed to by the applicant, which will avoid or mitigate the effects to a point where clearly no significant effect will occur;
4. There is no substantial evidence, in light of the whole record before the public agency, that the project, as revised, may have a significant effect on the environment (Public Resources Code Section 21064.5(2)); and,
5. The Initial Study/Mitigated Negative Declaration reflects the independent judgment of the lead agency.

BE IT FURTHER RESOLVED by the **CITY COUNCIL** of the **CITY OF OAKDALE** that it approves the Out of Boundary Service Agreement (Exhibit A) between the City of Oakdale and the Oakdale Irrigation District and authorizes staff to submit a formal Out of Boundary Service Application to Stanislaus LAFCO.

BE IT FURTHER RESOLVED that the project applicant shall indemnify, defend, and hold harmless the City of Oakdale, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Oakdale, its agents, officers, and employees to attack, set aside, void, or annul any approval by the City of Oakdale and its advisory agency, appeal board, or a legislative body concerning a general plan amendment and related files. The City of Oakdale shall promptly notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense. If the City fails to do so, the applicant shall not thereafter be responsible to defend, indemnify, or hold City harmless.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF APRIL, 2018, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

SIGNED:

_____
Pat Paul, Mayor

ATTEST:

_____
Kathy Teixeira, CMC
City Clerk

Exhibit A

Out of Boundary Service Agreement
Between the City of Oakdale and the Oakdale Irrigation District

OAKDALE IRRIGATION DISTRICT

January 16, 2018

Mr. Mark Niskanen
City Planner
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

Re: Improvement District No. 41 – Out-of-Area Agreement for Water

Dear Mr. Niskanen:

Enclosed please find two originals of the Out-of-Area Agreement for Water which have been signed and notarized as you requested. Please sign both originals, keep one copy for your records and return one copy to our office for our records.

Please feel free to contact me with any questions (209) 840-5525.

Sincerely,

OAKDALE IRRIGATION DISTRICT

Eric C. Thorburn, P.E.
Water Operations Manager

ECT;lfp

Enclosures

1205 East F Street / Oakdale, CA 95361 / (209) 847-0341 / Fax (209) 847-3468
www.oakdaleirrigation.com

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361
Attn: City Clerk

(Exempt from recording fees; Gov. Code §§ 6103, 27383) (Space above this line for Recorder's use)

OUT-OF-AREA AGREEMENT FOR WATER SERVICE

This **OUT-OF-AREA AGREEMENT FOR WATER SERVICE** ("Agreement") is made and executed this __ day of _____, 20__, by and between the **CITY OF OAKDALE**, a California municipal corporation ("City") and **OAKDALE IRRIGATION DISTRICT**, a California special district, as trustee for the ID 41 Properties (as that term is defined below), and its successors and assigns ("OID"). The City and OID may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

A. On September 15, 1955, the OID Board of Directors adopted the resolution approving the petition for the formation of Improvement District No. 41 within the OID known as the Mountain View Tract Domestic System pursuant to the provisions of Part 7, Division 11 of the Water Code of the State of California. As trustee, OID administers potable water services for 38 parcels located on Tioga Avenue within the Bridle Ridge Specific Plan area in unincorporated Stanislaus County (the "ID 41 Properties"), as shown on the site map attached hereto as **Exhibit A** ("Site Map").

B. Although the ID 41 Properties are served potable water by an existing well, City and OID, as trustee for the ID 41 Properties, desire to make investments in water infrastructure to serve the existing ID 41 Properties in accordance with all applicable water quality and treatment standards.

C. The ID 41 Properties are located outside of the existing City limits, but within the City's existing sphere of influence. OID, as trustee for the ID 41 Properties, acknowledges that the ID 41 Properties may be annexed to the City in the future.

D. D. Pursuant to Government Code section 56133, the City may extend water service outside its jurisdictional boundary within its sphere of influence in anticipation of future annexation of the ID 41 Properties.

E. The provision of water service by the City to the ID 41 Properties will require OID to adopt rate increases to water service fees to the owners of the ID 41 Properties, subject to compliance with Article XIII D of the California Constitution (also known as Proposition 218).

F. The Parties desire to enter into this Agreement to provide water service to the ID 41 Properties, while acknowledging that this Agreement must ultimately be approved by the Stanislaus County Local Agency Formation Commission ("LAFCO") and the increased water service fees must ultimately be approved by the owners of the ID 41 Properties (hereafter "Prop 218 Approval").

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the Parties agree as follows:

AGREEMENT

1. Effective Date; Conditions Precedent. This Agreement will be effective as of the date on which the Agreement has been executed by all Parties ("Effective Date"). The Parties acknowledge that approval of this Agreement by LAFCO and Prop 218 Approval shall be conditions precedent to any rights and obligations provided by this Agreement. No Party will be bound by this Agreement if LAFCO approval of this Agreement or Prop 218 Approval does not occur. If LAFCO conditionally approves this Agreement, such conditions shall be complied with as a condition precedent to any rights and obligations provided by this Agreement.

2. Annexation. OID, as trustee for the ID 41 Properties, agrees that the City may proceed with annexation of the ID 41 Properties at any time that City, in its sole discretion, deems proper. OID, as trustee for the ID 41 Properties, agrees on behalf of the ID 41 Properties to cooperate with and assist City in any such annexation proceedings and further covenants and agrees that they shall take no action to hinder, impede or delay such annexation proceedings nor prevent annexation from being completed.

3. Water Service.

3.1. Term of Service. City shall provide water service to the ID 41 Properties pursuant to this Agreement as if they were within the City's corporate boundaries, until (a) such time as the City annexes all of the ID 41 Properties in which case this Agreement shall automatically terminate in its entirety as of the date annexation is complete, (b) this Agreement is terminated by mutual written agreement of City and OID, or (c) this Agreement is terminated due to default by City or OID. In the event the City annexes some, but not all of the ID 41 Properties, it will continue to provide water services to those properties within Improvement District 41 that have not been annexed, and this Agreement shall be amended to cover only those ID 41 Properties not annexed to the City and to adjust the balance, if any, of unpaid water impact fees referred to in Section 4.3 hereof, monthly user charges referred to in Section 4.4 hereof, and the amount of the reserve deposit referred to in Section 4.5 hereof.

3.2. Level of Service. The City shall maintain the same level of service up to the point of connection at Tioga Avenue as the City maintains in its overall service area and in accordance with Federal, State and local laws, regulations and permits.

3.3. Additional Service Connections. City agrees to review and approve new or additional service connections to OID, as trustee for the ID 41 Properties, as long as the City's available water capacity is not exceeded. The City's concurrence shall be in the form of a "will serve" letter which states that the City has available water service capacity to accommodate the new or additional service connections. Such "will serve" letter will be granted if the City has available water capacity. City agrees that it will only base its decisions on whether to grant or deny applications for new water service connections on determinations of the City's adequate and available water capacity. The City shall not unreasonably withhold such concurrence if all applicable City ordinances, resolutions and procedures are complied with by OID, as trustee for the ID 41 Properties.

3.4. Service Connections In Excess of Capacity. If OID, as trustee for the ID 41 Properties, requests new or additional service connections to any of the ID 41 Properties pursuant to Section 3.3 hereof,, City shall review and determine if system capacity can accommodate the new or additional proposed water demands. City may require OID, as trustee for the ID 41 Properties, to design and construct improvements to the water system if required to accommodate the increased demand. In the event that the request requires improvements to provide additional system capacity, City shall follow the infrastructure improvements set forth in accordance with development phasing of the Crane Crossing Specific Plan and any related development agreements and project entitlements.

3.5. Due Process. City agrees to issue will serve letters to OID, as trustee for the ID 41 Properties, for new or additional service connections to any of the ID 41 Properties that may be requested pursuant to Section 3.3 hereof, based on standards that are related to the City's system and the City's ability to convey water to the ID 41 Properties. City agrees to provide a written determination if OID, as trustee for the ID 41 Properties, is denied a will serve letter, which will be based on stated facts and will contain findings supporting the conclusion. City agrees to provide such persons aggrieved by such a determination a right of appeal to the City Council or such officer as has been delegated the responsibility to hear such appeals.

3.6. Access Easement. OID, as trustee for the ID 41 Properties, agrees to obtain and secure an encroachment permit and all necessary easements from the County for the maintenance of City water lines to be installed along Crane Road and to the point of connection on Tioga Avenue.

4. Water Connection, Fees and Costs.

4.1. Engineering, Design and Construction. OID, as trustee for the ID 41 Properties, shall engineer, design, and construct the improvements and bear all costs to engineer and design the improvements that will accommodate connection of the City's water system to the ID 41 Properties in accordance with this Agreement, namely to connect the City's water system to the point of connection to Tioga Avenue under the City's existing standards, including pressure and bacteria testing. All plans must be submitted to the City Engineer for review and approval prior to construction. No work shall be initiated until the plans and specifications are approved by City. Regular inspections shall occur once construction has commenced. OID, as trustee for the ID 41 Properties, will be billed on a time basis for the City Engineer or his designee to review the plans and inspect the work. Preliminary engineer's estimates are attached hereto as **Exhibit B** ("Engineering, Design and Construction Costs"). OID, as trustee for the ID 41 Properties, and City acknowledge that the costs identified therein are estimates only and are subject to change based on existing field conditions.

4.2. Sufficiency of Improvements. OID, as trustee for the ID 41 Properties, is solely responsible for the adequacy of the facilities necessary to deliver sufficient water volumes and pressure to meet water demand from the connection point with City facilities. These improvements may include a booster pump, tanks or other facilities necessary to ensure adequate system operating and fire flow pressures and volumes.

4.3. Water Impact Fee. OID, as trustee for the ID 41 Properties, will be responsible for a water impact fee in the amount of $2,438.00, for each of the ID 41 Properties. The water impact fee represents the contributive share of the cost to expand the City's existing

water facilities, or construct new water facilities, to account for the new water demands of the ID 41 Properties on the City's system. The Water Impact Fee shall be paid prior to City Council acceptance of improvements.

4.4. Monthly User Charges. City will install one meter at the point of connection on Tioga Avenue. The cost of this meter shall be reimbursed to the City by OID, as trustee for ID41. City will bill OID, as trustee for the ID 41 Properties, according to the aggregate monthly user charges for all of the ID 41 Properties, in the same manner and at the same rate as properties within City limits, plus a total processing fee surcharge of $380 per month. Water fees and charges shall be consistent with fees, charges and assessments to provide services to the overall service area of the City. OID, as trustee for the ID 41 Properties, will be responsible for any changes to City's water ordinances, regulations and rates. OID, as trustee for the ID 41 Properties, shall be solely responsible to conduct the necessary Proposition 218 Approval process or other legal proceedings necessary to ensure the adequacy of funds to pay the fees charged by City for water service to each of the ID 41 Properties.

4.5. Termination of Water Service. If for any reason, OID, as trustee for ID41, is unable to meet the financial requirements for water service payments as contemplated in this Agreement, the water service will be turned off and the Agreement will be terminated. Water service shall be reinstated if and when OID complies with the financial obligations defined in this Agreement.

4.6. Operation and Maintenance. City shall operate and maintain all facilities up to the point of connection on Crane Road. OID, as trustee for the ID 41 Properties, or the individual owners of the ID 41 Properties shall be responsible for maintaining all water lines from the point of connection on Crane Road to each of the ID 41 Properties. Annual tests and inspections conducted by the City for the City's backflow preventer installed in Crane Road shall be funded by OID and/or the property owners within ID41.

4.7. Reimbursement for Processing Costs. OID, as trustee for the ID 41 Properties, agrees to reimburse City for all costs incurred by City in processing this Agreement, including but not limited to the following: (a) all costs necessary or funds required for the submission and processing of this Agreement to LAFCO, including CEQA documentation, if any is required; (b) the cost of all third party consultant and legal counsel expenses of City. Such costs shall be paid within forty-five (45) days of presentation to OID, as trustee for the ID 41 Properties, or prior to any construction work being performed on the City's water system, whichever occurs sooner.

5. **Attorney's Fees**. Should litigation be commenced between the Parties to this Agreement concerning this Agreement or the rights and duties of either in relation thereto, the prevailing Party in such litigation shall be entitled to receive reasonable attorney's fees and court costs from the losing Party.

6. **Indemnification**. OID, as trustee for the ID 41 Properties, shall defend, indemnify, save and hold harmless City and its directors, officers, agents and employees from and against any and all claims, costs, loss, liability or suits, including reasonable attorneys' fees, and including but not limited to allegations of death, bodily injury or property damage, arising out of or related to the operation, maintenance or replacement of the water distribution system by City on the ID 41 Properties, except and to the degree that any such claims, losses or liability are the result of gross negligence or willful misconduct of City, its directors, officers, agents or employees, or its contractors.

7. **Notice**. Any notice or other communication required or permitted hereunder shall be in writing, and shall conclusively be deemed to have been given upon the date it is (i) enclosed in a sealed envelope addressed to the Party to whom it is intended, and deposited in the United States Mail with adequate postage; (ii) delivered to the office of the intended Party; (iii) sent by facsimile or other telegraphic communication in the manner provided in this Section with confirmation by U.S. Mail sent no later than the following day, or (iv) sent through other commercially reasonable means, such as overnight delivery by a reputable courier company. The addresses of the respective parties for all notices shall be:

CITY:	City of Oakdale Public Services Department 455 South Fifth Avenue Oakdale, CA 95361 Attn: Jeff Gravel, Public Services Director
And	Churchwell White LLP 1414 K Street, 3rd Floor Sacramento, CA 95814 Attn: Douglas L. White, Esq.
OID:	Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361 Attn: Eric Thorburn, Water Operations Manager

And Damrell Nelson Schrimp Pallios Pacher & Silva
1601 I Street, Fifth Floor
Modesto, CA 95354
Attn: Matthew O. Pacher, Esq.

City or OID may designate a different address by written notice to the other Party, which shall be substituted for that specified above.

8. General Provisions.

8.1. Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement between City and OID, as trustee for the ID 41 Properties, relating to the construction, operation, maintenance and payment for water services to the ID 41 Properties.

8.2. Waiver. No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

8.3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.4. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished.

8.5. Amendments. All amendments to this Agreement shall be in writing and, if approved, must be signed by all Parties.

8.6. Successors and Assigns. This Agreement shall be for the benefit of OID, as trustee of the ID 41 Properties, and the City and shall run with the ID 41 Properties, and shall be binding upon the Parties hereto and on the heirs, executors, administrators, successors in interest, and assigns of the owners of the ID 41 Properties.

8.7. Captions. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

8.8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for all legal proceedings related to this Agreement shall be in the Superior Court of California for Stanislaus County.

8.9. No Third Party Beneficiaries. Notwithstanding the Parties' recognition that this Agreement may provide aid or assistance to County residents, it is not the intention of the Parties that such individuals occupy the position of third-party beneficiaries under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date set forth above.

CITY OF OAKDALE, a California municipal corporation

_____

Pat Paul, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM

By: _____

City Attorney

OAKDALE IRRIGATION DISTRICT, a California special district

_____

Steve Knell, P.E., General Manager

CERTIFICATE OF 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 **Stanislaus**

On Jan 15, 2018 before me Carla Lillie, **Notary Public,**
personally appeared Steve Knell

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

Carla Lillie
Signature (Seal)

CARLA LILLIE
Commission # 2130164
Notary Public - California
Stanislaus County
My Comm. Expires Nov 11, 2019

CERTIFICATE OF 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 **Stanislaus**

On _____ before me _____ **,Notary Public,**
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

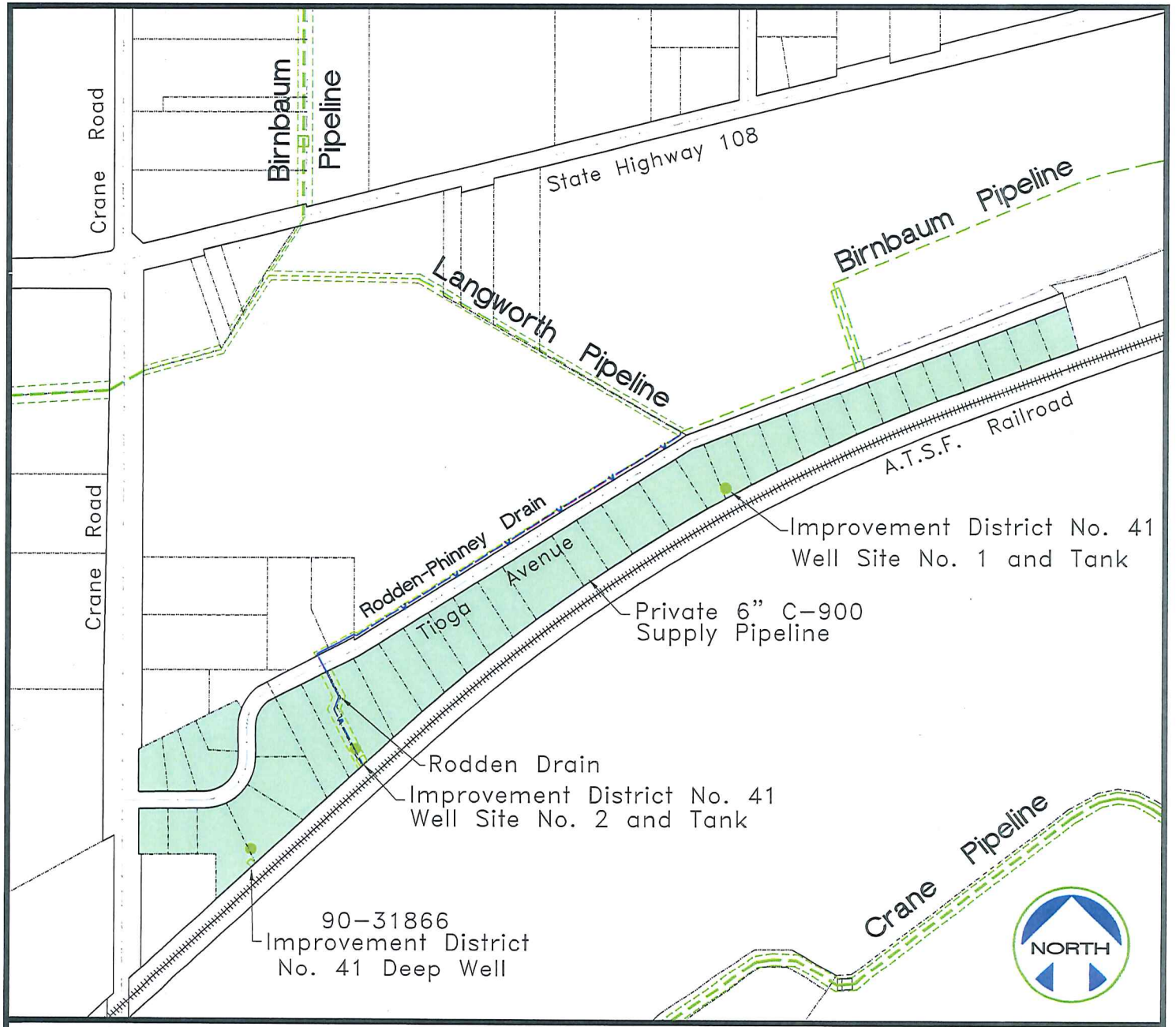
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
Signature (Seal)

EXHIBIT A

Site Map



Improvement District No. 41

25.97 Acres
0.04 Square Miles

C:\Draw2005\Ud002.dwg, 3/31/2006 7:20:38 AM

EXHIBIT B

Engineering, Design and Construction Costs

MCR ENGINEERING
1242 DUPONT COURT • MANTECA, CALIFORNIA 95336 • TEL: 209.239.6229 • FAX: 209.239.8839

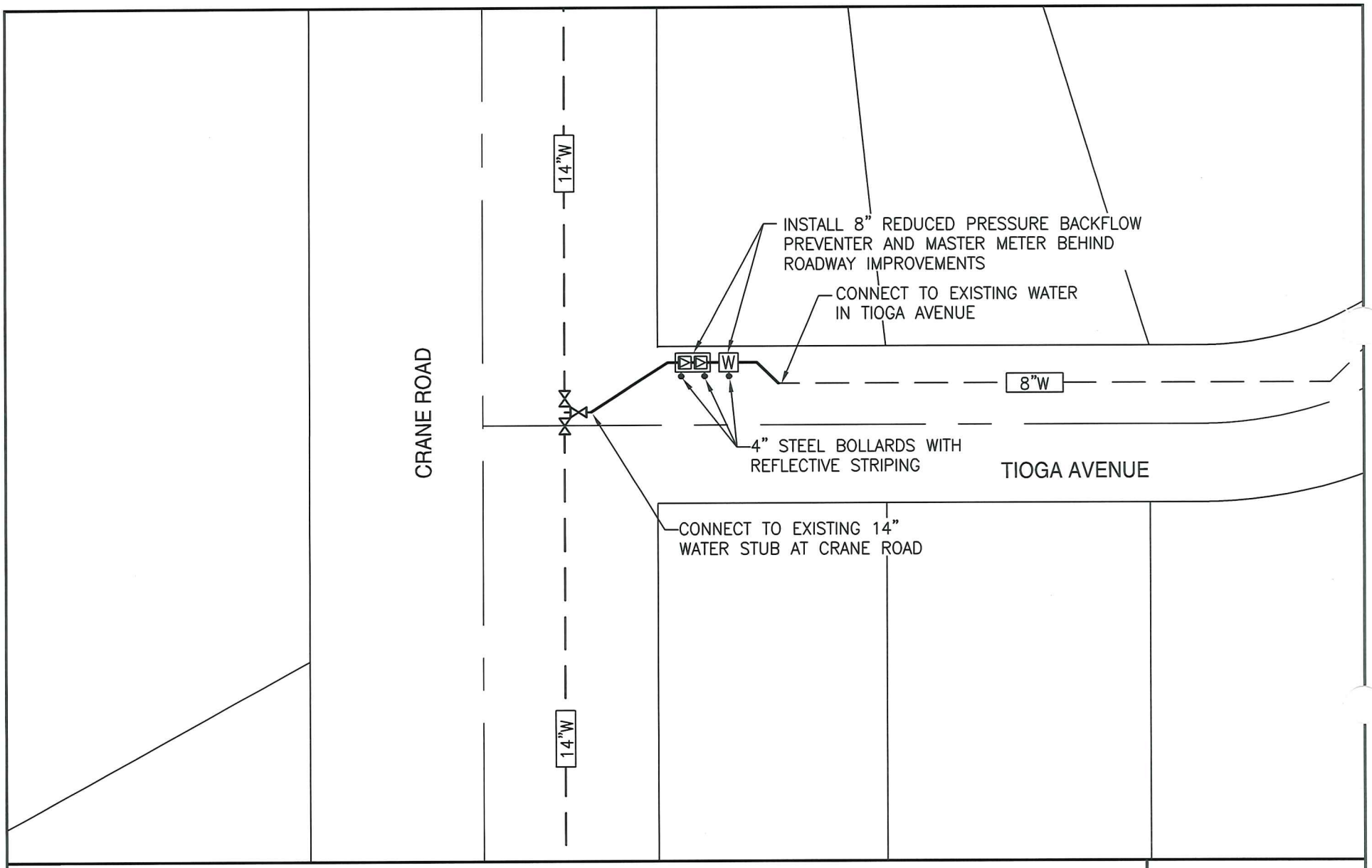
PRELIMINARY ENGINEER'S ESTIMATE

TIOGA AVENUE OUT OF BOUNDARY SERVICE

Oakdale, California
3/3/2015

COSTS ARE BASED ON RECORD INFORMATION FOR THE PURPOSE OF ESTABLISHING FEES ASSOCIATED WITH THE OUT OF BOUNDARY SERVICE AGREEMENT AND ARE SUBJECT TO CHANGE BASED ON EXISTING FIELD CONDITIONS.

NO.	DESCRIPTION	QU.	UNIT	UNIT COST	TOTAL
A.	**DESIGN COSTS**				
1.	BOUNDARY AND TOPOGRAPHIC SURVEY	1	LS	$2,500.00	$2,500.00
2.	DESIGN AND PLAN PREPARATION	1	LS	$2,500.00	$2,500.00
3.	PLAN APPROVAL PROCESS	1	LS	$1,000.00	$1,000.00
				SUB-TOTAL	**$6,000.00**
B.	**CONSTRUCTION COSTS**				
1.	MOBILIZATION	1	LS	$3,000.00	$3,000.00
2.	SAWCUT AND PAVEMENT REMOVAL	200	SF	$2.00	$400.00
3.	8" WATER	80	LF	$40.00	$3,200.00
4.	8" RP BACKFLOW DEVICE	1	EA	$12,000.00	$12,000.00
5.	8" MASTER METER	1	EA	$6,000.00	$6,000.00
6.	CONNECT TO EXISTING 14" WATER	1	EA	$4,500.00	$4,500.00
7.	CONNECT TO EXISTING 8" WATER	1	EA	$3,000.00	$3,000.00
8.	4" PROTECTIVE BOLLARDS	3	EA	$250.00	$750.00
9.	TRENCHPATCH (3" AC / 6" AB)	200	SF	$6.00	$1,200.00
				SUB-TOTAL	**$34,050.00**
C.	**INSPECTION**				
1.	TESTING AND INSPECTION	1	LS	$3,405.00	$3,405.00
				SUB-TOTAL	**$3,405.00**
				GRAND TOTAL	**$43,455.00**



TIOGA AVENUE WATER CONNECTION

DATE: MARCH, 2015

TIOGA AVENUE OUT OF BOUNDARY SERVICE

OAKDALE, CALIFORNIA

N

0 25 50

MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839
MCR ENGINEERING
www.mcreng.com

Attachment B

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2018-___

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING A NEGATIVE DECLARATION (SCH NO. 2015062016) FOR AN OUT OF BOUNDARY SERVICE AGREEMENT BETWEEN THE CITY OF OAKDALE AND THE OAKDALE IRRIGATION DISTRICT TO PROVIDE DOMESTIC WATER SERVICES TO IMPROVEMENT DISTRICT NO. 41 (TIOGA AVENUE)

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, a request has been submitted by the Oakdale Irrigation District (1205 East F Street, Oakdale, CA 95361), on behalf of Property Owners located within Improvement District No. 41 (Tioga Avenue) for an Out of Boundary Service Agreement between the City of Oakdale and the Oakdale Irrigation District; and,

WHEREAS, the proposed project is located in the Rural Estate (RE) land use designation of the City's General Plan Land Use Map, and is zoned A-2-10 by the County of Stanislaus; and,

WHEREAS, the proposed project consists of an Out of Boundary Service Agreement and associated improvements to provide domestic water services to thirty-eight (38) parcels located on Tioga Avenue, known as Improvement District No. 41; and,

WHEREAS, an Initial Study (Exhibit A) was duly prepared in accordance with Section 15063 of the CEQA Guidelines, which concluded that the proposed rezoning is within the scope of the previously certified City of Oakdale 2030 General Plan and Final Environmental Impact Report, and that pursuant to Section 15168 of the CEQA Guidelines, a Negative Declaration tiered from the 2030 General Plan Final Environmental Impact Report is the appropriate level of environmental review; and,

WHEREAS, the City Council held a noticed public hearing on Monday, April 2, 2018, considered City staff's recommendation for approval, heard public testimony.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby finds:

1. As per Sections 15182 and 15162 of the California Environmental Quality Act ("CEQA") Guidelines, this Project is within the scope of the projects covered by the 2030 General Plan Final Environmental Impact Report.

2. There are no substantial changes proposed in the project, which result in new significant environmental effects, or a substantial increase in the severity of previously identified significant effects and, therefore, no major revisions to the EIR are required.

3. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects and therefore, no major revisions to the EIR are required.

4. There is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence when the EIR was adopted.

5. In accordance with Section 15074 of the CEQA Guidelines, the City has prepared a Negative Declaration (SCH No. 2017102067), tiered from the City's 2030 General Plan Environmental Impact Report based on the analysis contained in the proposed project's Initial Study prepared in accordance with Section 15063 of the CEQA Guidelines.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF APRIL, 2018 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

SIGNED:

ATTEST:

Pat Paul, Mayor

Kathy Teixeira, CMC
City Clerk

EXHIBIT A

PUBLIC REVIEW INITIAL STUDY/NEGATIVE DECLARATION

Environmental Initial Study
Negative Declaration

City of Oakdale, Stanislaus County, California
Out of Boundary Service Agreement No. 2014-14
Oakdale Irrigation District Improvement District No. 41

Lead Agency:

City of Oakdale
Public Services Department
455 South Fifth Avenue
Oakdale, CA 95361

Project Proponent:

Oakdale Irrigation District
1205 East F Street
Oakdale, California 95361

June 2015

I. PROJECT DESCRIPTION

A. Title: Out of Boundary Service Agreement No. 2014-14

B. Address or Location: Various Properties located on Tioga Avenue

C. Applicant: Oakdale Irrigation District, 1205 East F Street, Oakdale, CA 95361

D. City Contact Person:

Project Manager: Mark Niskanen, Senior Planner
Department: City of Oakdale Public Services Department
Phone Number: (209) 845-3641
E-mail address: mniskanen@ci.oakdale.ca.us

E. Current General Plan Designation(s): Rural Estate (RE)

F. Current Zoning Classification(s): Stanislaus County Zoning:

G. Existing Conditions:

The proposed project site consists of thirty-eight (38) parcels located on Tioga Avenue, east of Crane Road. Primary access to the properties consists of Tioga Avenue, which is an improved roadway. The site is bounded by residential uses to the north, east, and south. Domestic water is provided via existing Well Sites 1 and 2, and a deep well located in the western portion of the project area. An eight (8) inch water line is currently located in Tioga Avenue.

Figure 1 provides an illustration of the proposed project's location.

I. Project Description:

The proposed project consists of an Out-of-Boundary Service agreement to provide potable water services to properties located within Oakdale Irrigation District Improvement District No. 41. Water service is proposed to be provided via the following improvements:

- Connecting to the existing fourteen (14) inch water line located in Crane Road via the extension of the existing 8-inch water line located in Tioga Avenue;
- Installation of an eight (8) inch reduced pressure backflow preventer and master meter behind roadway improvements; and,
- Installation of four (4) inch steel bollards with reflective striping.

The water improvements extended as part of the proposed project will service 38 water connections for properties located on Tioga Avenue.

Project Setting:

The surrounding land uses can be summarized as follows:

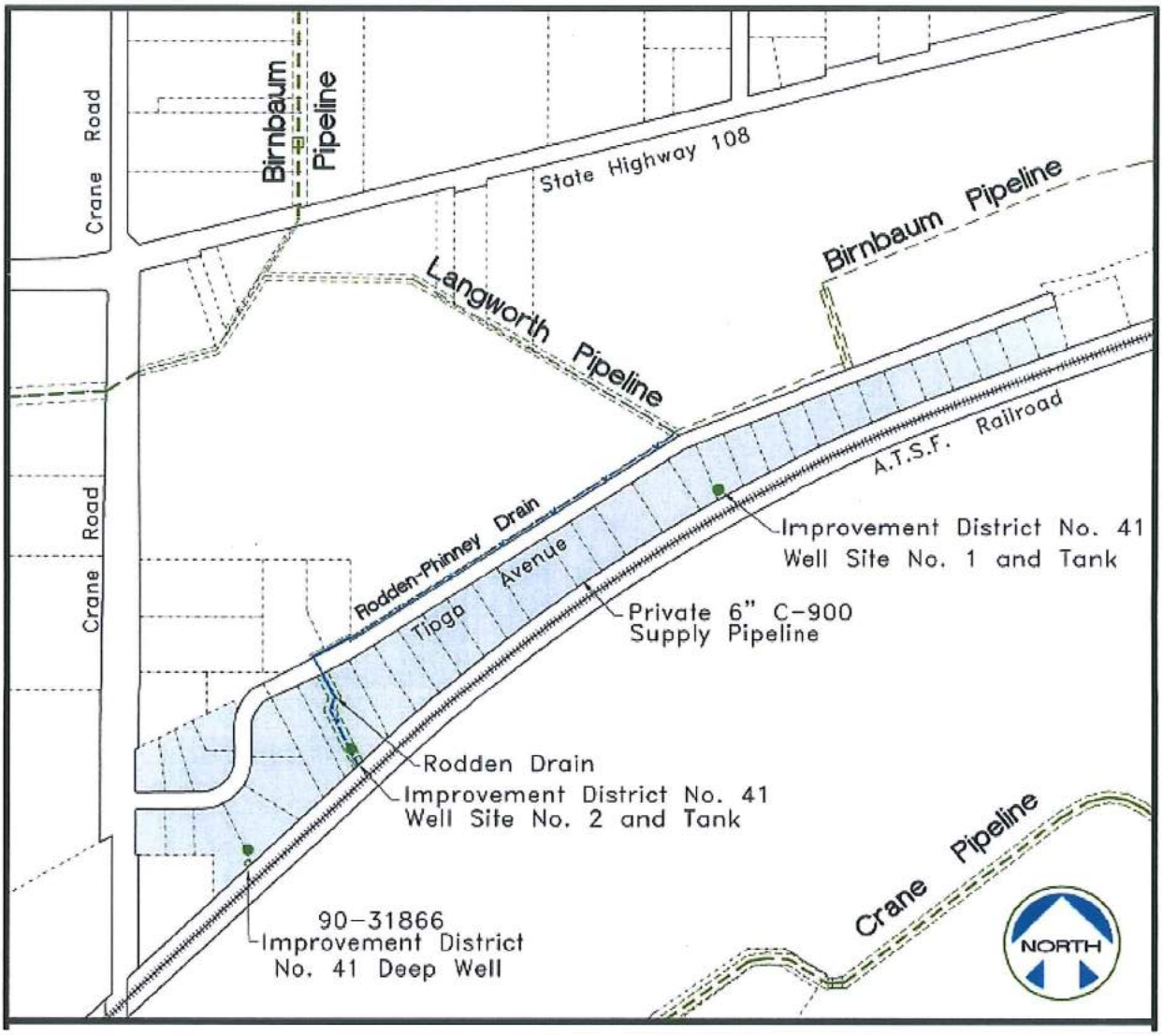
North:	Bridle Ridge Specific Plan Area (residential land uses)
South:	A.T.S.F. Railroad and agricultural land uses
East:	Bridle Ridge Specific Plan Area (residential land uses)
West:	Crane Road and agricultural land uses

J. Other Public Agencies Whose Approval is Required:

Stanislaus Local Agency Formation Commission shall require the processing and approval of the Out-of-Boundary Service Agreement.

Stanislaus County – Encroachment Permit

Figure 1 – Area Map



II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Climate Change	☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality
☐ Land Use/Planning	☐ Mineral Resources	☐ Noise
☐ Population/Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities/Service Systems	☐ Mandatory Findings of Significance

It is important to note that where feasible, the analysis contained in this Initial Study is tiered from the City's 2030 General Plan Environmental Impact Report (EIR), as adopted by the City Council on August 8, 2013.

In accordance with Section 15152 of the CEQA Guidelines, *"Tiering" refers to using the analysis of general matters contained in a broader EIR (such as one prepared for a general plan or policy statement) with later EIR's and negative declarations on narrower projects; incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project.*

Where feasible in this Initial Study, the analysis contained in the City's General Plan EIR shall be referenced.

The City's General Plan and EIR is available for review at the City Public Services Department, 455 South Fifth Avenue, Oakdale, California 95361.

III. DETERMINATION:

On the basis of this initial evaluation:

X I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have significant effect on the environment, because all potentially significant effect (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standard, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

6/4/15
Date

Mark Niskanen, Senior Planner

IV. EVALUATION OF ENVIRONMENTAL IMPACTS:

I. AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS –Would the project:				
a) Have a substantial adverse effect on a scenic vista?	[ ]	[ ]	[ ]	[X]
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	[ ]	[ ]	[ ]	[X]
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	[ ]	[ ]	[ ]	[X]
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	[ ]	[ ]	[ ]	[X]

Discussion:

(a – d) ***No Impact***. The project area itself is not considered to be a scenic resource or scenic vista. The proposed water improvements will be installed underground and covered with street overlay. No structures are proposed as part of the project. Any construction or improvements resulting from the proposed project will be completed consistent with City standards and specifications. The proposed project does not include any lighting. Therefore, the proposed project will have no impact.

Mitigation Measures:

No mitigation measures are required.

II. AGRICULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment project; and forest carbon measurement methodology provided in the Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	[ ]	[ ]	[ ]	[X]
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	[ ]	[ ]	[ ]	[X]
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined in Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	[ ]	[ ]	[ ]	[X]
d) Result in the loss of forest land or conversion of forest land to non-forest use?	[ ]	[ ]	[ ]	[X]
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use?	[ ]	[ ]	[ ]	[X]

Discussion:

(a) ***No Impact.*** Based on a review of the City's 2030 General Plan EIR, the proposed project is not located on a site designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, the proposed project will have no impact.

(b) ***No Impact.*** The project area consists of developed residential properties and is surrounded by urban development. The properties within OID District No. 41 are not under the provisions of a Williamson Act contract.

(c) ***No Impact.*** The proposed project site and surrounding uses are defined or zoned as forest land or timberland.

(d) ***No Impact.*** Refer to II-c, above. The proposed project site is not considered to be forest land.

(e) ***No Impact.*** The proposed project will not result in the conversion of farmland. Therefore, the proposed project will have no impact.

Mitigation Measures:

No mitigation measures are required.

III. AIR QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Expose sensitive receptors to substantial pollutant concentrations?	[ ]	[ ]	[X]	[ ]
b) Produce more than 10 tons/year of ROG	[ ]	[ ]	[X]	[ ]
c) Produce more than 10 tons/year of NOx	[ ]	[ ]	[X]	[ ]
d) Exceed NAAQS or CAAQS for CO (9ppm 8-hour average; 20 ppm 1-hour average)?	[ ]	[ ]	[X]	[ ]
e) Not comply with the SJVAPCD's Regulation VIII regarding particulate matter emissions from construction activities?	[ ]	[ ]	[X]	[ ]

Discussion:

(a-e) ***Less Than Significant Impact.*** The proposed project is located within the San Joaquin Valley Air Basin which has been classified as "severe non-attainment" for ozone and particulate matter (PM-10) as defined by the Federal Clean Air Act. The San Joaquin Valley Air Pollution Control District (SJVAPCD) has been established by the State in an effort to control and minimize air pollution. As such, the District maintains permit authority over stationary sources of pollutants.

The primary source of air pollutants generated by the proposed project would be classified as generated by "mobile" sources. Mobile sources generally include dust from roads, farming, and automobile exhausts. Mobile sources are regulated by the Air Resources Board of the California EPA which sets emissions for vehicles and acts on issues regarding cleaner burning fuels and alternative fuel technologies.

All construction related contracts will require that all necessary Air District permits be obtained and best management practices related to air quality be used.

IV. BIOLOGICAL RESOURCES/SENSITIVE WILDLIFE AND PLANT HABITAT

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	[ ]	[ ]	[ ]	[X]
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	[ ]	[ ]	[ ]	[X]
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	[ ]	[ ]	[ ]	[X]
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	[ ]	[ ]	[ ]	[X]
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	[ ]	[ ]	[ ]	[X]
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	[ ]	[ ]	[ ]	[X]

Discussion:

The City's 2030 General Plan states that natural habitats within the City and surrounding area include perennial grasslands, riparian woodlands, oak woodlands, and a variety of wetlands including vernal pools, seasonal wetlands, freshwater marshes, ponds, streams, and rivers. Figure NR-1, located in the City's 2030 General Plan, illustrates the location of these natural

habitats within the City and surrounding area. The proposed project is located within an area designated as "urban" and therefore, does not contain natural habitat.

(a) ***No Impact.*** The proposed project consists of the installation of domestic water services in order to provide domestic water services to existing residential units located within OID District No. 41. The project does not include improvements, etc. within an area known to contain wildlife habitat.

(b-d) ***No Impact.*** The proposed project is not adjacent to any natural waterways and does not support wetlands or riparian habitat. There are no wildlife corridors within the project area. The project is surrounded by existing urban development. Therefore, this project will not result in an impact.

(e) ***No impact.*** The City of Oakdale has an adopted Tree Preservation Ordinance (Section 36-28 of the Municipal Code). However, the proposed project will not affect any trees located within the project area.

(f) ***No Impact.*** The City of Oakdale does not have an adopted Habitat Conservation Plan. Therefore, the proposed project will have no impact.

Mitigation Measures:

No mitigation measures are required.

V. CULTURAL RESOURCES/ARCHAEOLOGICAL OR HISTORICAL SITES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	[ ]	[ ]	[X]	[ ]
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5?	[ ]	[ ]	[X]	[ ]
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	[ ]	[ ]	[X]	[ ]
d) Disturb any human remains include those interred outside of formal cemeteries?	[ ]	[ ]	[X]	[ ]

Discussion:

(a) ***Less Than Significant Impact.*** The City's 2030 General Plan EIR notes that historical resources within the City include resources within the City's downtown core, as well as undeveloped farming/ranching areas within the General Plan Planning Area (Refer to Page 4.2-16). Based on a review of the 2030 General Plan and EIR, the proposed project is not located in a site known to contain historic resources.

(b-d) ***Less Than Significant Impact.*** It is not anticipated that the proposed project would result in impacts to archeological and paleontological resources beyond what has previously been considered in the 2030 General Plan EIR. The proposed project is located within an urban area, which has been previously developed for commercial uses. The 2030 General Plan does not identify the site as an area known to contain archeological or paleontological resources.

In addition, if human remains are discovered during project construction, the proposed project will comply with 2030 General Plan Implementation Policy NR-IP10.

Therefore, the proposed project will have a less than significant impact.

Mitigation Measures:

No mitigation measures are required.

VI. GEOLOGY AND SOILS/LANDSLIDES AND SEISMIC ACTIVITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	[ ]	[ ]	[X]	[ ]
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	[ ]	[ ]	[X]	[ ]
ii) Strong seismic ground shaking?	[ ]	[ ]	[X]	[ ]
iii) Seismic-related ground failure, including liquefaction?	[ ]	[ ]	[X]	[ ]
iv) Landslides?	[ ]	[ ]	[X]	[ ]
b) Result in substantial loss of topsoil resources?	[ ]	[ ]	[X]	[ ]
c) Be location on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.	[ ]	[ ]	[X]	[ ]
d) Be located on expansive soils creating substantial risks to life or property.	[ ]	[ ]	[X]	[ ]
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	[ ]	[ ]	[ ]	[X]

Discussion:

(a) ***Less Than Significant Impact.***

i-iii According to the City's 2030 General Plan, there are no active faults within the project area, thus the potential for ground rupture is considered very low. In addition, the project area is not located within an area subject to special study under the Alquist-Priolo Earthquake Fault Zoning Act. There would be no impact related to fault rupture. However, the site could be subject to seismic activity from earthquake on nearby and regional faults. All improvements will be

constructed in accordance with City standards and specifications. Any impact would be less that significant.

iv. The project area is flat and does not contain any steep slopes or other features which could result in landslide or other mudflow hazards. It is not anticipated that landslides or mudflows would occur in this area; therefore no impact would occur.

(b) ***Less Than Significant Impact.*** It is not anticipated that development of the proposed project will result in a substantial loss of topsoil resources. As a Condition of Approval for the proposed project, the Project Proponent will be required to submit the following for review and approval by the City Engineer:

1. On-Site Civil Improvement Plans, including grading, drainage, and underground utilities;
2. Erosion Control Plan; and,
3. Storm Water Pollution Prevention Plan (SWPP).

Implementation of these conditions will allow the proposed project to comply with the City's 2030 General Plan (Policy NR-4.4). Therefore, the proposed project will have a less than significant impact.

(c-d) ***Less Than Significant Impact.*** Expansive soils, which swell when wet and shrink when dry, can cause structural damage to foundations and roads and are less suitable for development than non expansive soils. According to the Stanislaus County General Plan, expansive soils or soil settlement have not been identified as development constraints in Stanislaus County. In addition, the geotechnical report required by the California Building Code and as a Condition of Project Approval prior to issuance of a building permit would identify any potential soil constraints. Therefore, the proposed project will have a less than significant impact.

(e) ***No Impact.*** The proposed project does not include the installation of septic tanks or alternative wastewater disposal systems.

Mitigation Measures:

No mitigation measures are required.

VII. GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	[ ]	[ ]	[X]	[ ]
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	[ ]	[ ]	[X]	[ ]

Discussion:

a) ***Less Than Significant Impact.*** The proposed project will not generate significant greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. The proposed project primarily consists of the installation of domestic water infrastructure that will be located underground and covered with a street overlay.

b) ***Less Than Significant Impact.*** In August 2013, the City of Oakdale adopted a Climate Action Plan, which is the City's guiding Policy document related to reducing the emissions of greenhouse gases. Based on a review of the City's Climate Action Plan, the proposed project will not conflict with policies that have been adopted for the purposes of reducing greenhouse gas emissions.

VIII.HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	[ ]	[ ]	[X]	[ ]
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	[ ]	[ ]	[X]	[ ]
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	[ ]	[ ]	[X]	[ ]
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	[ ]	[ ]	[ ]	[X]
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	[ ]	[ ]	[X]	[ ]
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	[ ]	[ ]	[X]	[ ]
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	[ ]	[ ]	[ ]	[X]
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	[ ]	[ ]	[ ]	[X]

Discussion:

(a, b) ***Less Than Significant Impact.*** The proposed project will not include the handling of hazardous materials.

(c) ***Less Than Significant Impact.*** The proposed project includes the installation of domestic water improvements necessary to provide domestic water service to properties within OID District No. 41. These improvements will be designed and installed in accordance with City standards and specifications.

(d) ***No Impact.*** The project area is not located on a list of hazardous materials site compiled pursuant to Government Code Section 65962.5. Therefore, the proposed project will have no impact.

(e, f) ***Less Than Significant Impact.*** The project area is located approximately 4 miles west of the Oakdale Municipal Airport runway. Therefore potential hazards from aircraft would be less than significant.

(g) ***No Impact.*** The proposed project would not interfere with an adopted emergency response plan or an emergency evacuation plan and would adhere to State and local regulation to ensure adequate emergency access to and from the project site. The project was reviewed by Fire Department and Police staff. For these reasons, no impact would occur.

(h) ***No Impact.*** The proposed project is not located within the vicinity of wildlands. The site is in an urban area, substantially surrounded by urban development.

Mitigation Measures:

No mitigation measures are required.

IX. HYDROLOGY/FLOODING AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?	[ ]	[ ]	[X]	[ ]
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	[ ]	[ ]	[X]	[ ]
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	[ ]	[ ]	[ ]	[X]
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	[ ]	[ ]	[ ]	[X]
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	[ ]	[ ]	[ ]	[X]
f) Otherwise substantially degrade water quality?	[ ]	[ ]	[ ]	[X]
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	[ ]	[ ]	[ ]	[X]
h) Place within a 100-year flood hazard area	[ ]	[ ]	[ ]	[X]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
structures which would impede or redirect flood flows?				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	[ ]	[ ]	[X]	[ ]
j) Inundation by seiche, tsunami, or mudflow?	[ ]	[ ]	[ ]	[X]

Discussion:

(a) ***Less Than Significant Impact.*** The proposed project consists of connecting the subject properties to the City of Oakdale domestic water system. The purpose of the proposed project is to improve the quality of the potable water being delivered to these properties. The proposed project will not violate any standards or regulations related to water quality. Therefore, the proposed project will have a less than significant impact.

(b) ***Less Than Significant Impact.*** The proposed project will be provided potable water via connecting to the existing fourteen (14) inch water line located in Crane Road. A domestic water well located immediately east of the project area provides potable water for properties in the general vicinity, including the subject properties. Based on the City's evaluation, there is sufficient supply to provide potable water services to the subject properties. Therefore, the proposed project will have a less than significant impact.

(c) ***No Impact.*** The proposed project does not involve the major alteration of land that may affect drainage patterns in the project area. Any construction activities conducted as part of the installation of improvements necessary to provide potable water services to the subject properties will be required to return the site conditions to its existing condition. Therefore, the proposed project will have no impact.

(d,e) ***No Impact.*** Refer to the discussion above, under Item IX-c.

(g,h) ***No Impact.*** The boundaries of the 100-year floodplain along the Stanislaus River have been identified on a Flood Insurance Rate Map published by the Federal Emergency Management Agency. The project site is located outside the floodplain for the Stanislaus River. Therefore, there would be no impact related to placement of structures in areas subject to 100-year flood hazard.

(i) ***Less Than Significant.*** The proposed project is located in an area subject to potential flooding due to dam failure inundation from the Tulloch Reservoir and New Melones Reservoir. The Tulloch Reservoir is managed by the Oakdale Irrigation District and the New Melones Reservoir is managed by the U.S. Bureau of Reclamation. Both dams are monitored and inspected for structural integrity on a regular basis.

Typical events that could lead to dam failure or overtopping include: major flood inflows, earthquake, massive landslide, or slippage, piping or erosion of dam embankments. This type of flooding would be much greater than a 500-year storm event. Although the project could expose people or property to flood hazards from dam failure inundation, the length of time to inundation, combined with implementation of emergency response

measures appropriate to the potential hazard, would ensure the safety of future occupants.

(j) ***No Impact.*** The project site is not located near a body of water substantial enough in size to result in seiche, tsunami or mudflow.

Mitigation Measures:

No mitigation measures required.

X. LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	[ ]	[ ]	[ ]	[X]
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	[ ]	[ ]	[ ]	[X]
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	[ ]	[ ]	[ ]	[X]

Discussion:

(a,b) ***No Impact.*** The proposed project consists of installing domestic water improvements and connecting OID District No. 41 to the City of Oakdale's domestic water system, and does not include any improvements that could potentially divide the properties located within this district. The proposed project does not conflict with the City's 2030 General Plan or Bridle Ridge Specific Plan.

(c) ***No Impact.*** The City of Oakdale does not have an adopted Habitat Conservation Plan or Natural Community Conservation Plan in this area. Therefore, the proposed project will have no impact.

Mitigation Measures:

No mitigation measures are required.

XI. MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES -- Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	[ ]	[ ]	[ ]	[X]
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	[ ]	[ ]	[ ]	[X]

Discussion:

(a-b) ***No Impact.*** The proposed project area is not identified as a site known to contain mineral resources of statewide or local importance by the City's 2030 General Plan and EIR.

Mitigation Measures:

No mitigation measures are required.

XIII. NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. NOISE – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	[ ]	[ ]	[X]	[ ]
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	[ ]	[ ]	[X]	[ ]
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	[ ]	[ ]	[X]	[ ]
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	[ ]	[ ]	[X]	[ ]
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	[ ]	[ ]	[X]	[ ]
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	[ ]	[ ]	[X]	[ ]

Discussion:

(a,b,c,d) ***Less Than Significant.*** The proposed project consists of providing domestic water services to existing residential properties located within OID District No. 41. During construction of the proposed project and its associated improvements, temporary construction noise will increase. Upon installation of the improvements, noise levels will revert back to existing levels. A standard condition will be incorporated into the proposed project that requires construction activities to comply with the City's Noise Element of the 2030 General Plan.

(e) ***Less Than Significant.*** The nearest public use airport is located approximately four miles east of the site and it is not located within an airport land use plan area. The

project site would not be exposed to, or impacted by, excessive aircraft noise levels and there would be a less than significant impact.

(f) ***Less Than Significant.*** The project site is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately four miles east of the site.

XIV. POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	[ ]	[ ]	[ ]	[X]
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	[ ]	[ ]	[ ]	[X]
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	[ ]	[ ]	[ ]	[X]

Discussion:

a-c) ***No Impact.*** The proposed project does not include any new residential development, and does not require the displacement of existing housing or a substantial number of people.

Mitigation Measures:

No mitigation measures are required.

XV. PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. PUBLIC SERVICES				
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	[ ]	[ ]	[X]	[ ]
b) Police protection?	[ ]	[ ]	[X]	[ ]
c) Schools?	[ ]	[ ]	[X]	[ ]
d) Parks?	[ ]	[ ]	[X]	[ ]
e) Other public facilities?	[ ]	[ ]	[X]	[ ]

Discussion:

a-e) ***Less Than Significant Impact.*** The proposed project consists of the installation of domestic water improvements necessary to provide water services to existing properties located within OID District No. 41. The proposed project does not impact services related to fire and police protection, schools, parks, or other facilities as it does not include new development that could potentially necessitate the requirement for new public facilities and services.

Mitigation Measures:

No mitigation measures are required.

XVI. RECREATION/PARKS AND OPEN SPACE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	[ ]	[ ]	[ ]	[X]
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	[ ]	[ ]	[ ]	[X]

Discussion:

(a) ***No Impact.*** The proposed project will not increase the use of parks or other recreational facilities.

(b) ***No Impact.*** The proposed project will not include or require the construction or expansion of recreational facilities beyond what was anticipated as part of the General Plan. The project is limited to the relocation of a veterinary hospital and will not impact recreational facilities.

Mitigation Measures:

No mitigation measures are required.

XVII. TRAFFIC AND CIRCULATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. TRAFFIC AND CIRCULATION – Would the project:				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	[ ]	[ ]	[ ]	[X]
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	[ ]	[ ]	[ ]	[X]
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	[ ]	[ ]	[ ]	[X]
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	[ ]	[ ]	[ ]	[X]
e) Result in inadequate emergency access?	[ ]	[ ]	[ ]	[X]
f) Result in inadequate parking capacity?	[ ]	[ ]	[ ]	[X]
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	[ ]	[ ]	[ ]	[X]

Discussion:

(a-b) ***No Impact.*** The proposed project does not include any development that would result in an increase to traffic. The proposed project includes the installation of improvements to allow the OID District No. 41 to connect to the City's existing water system.

(c) ***No Impact.*** The project site is located approximately five miles west of the Oakdale Municipal Airport runway and is not within the airport approach surface area. The project will not have an impact on air traffic patterns or result in a safety risk.

(d) ***No Impact.*** It is not anticipated that development of the proposed project would result in the creation of any hazardous roadway design or incompatible uses. No physical changes are proposed as part of the project.

(e) ***No Impact.*** The proposed project would not affect existing emergency access or access to nearby uses. No physical changes are proposed as part of the project.

(f) ***No Impact.*** The proposed project does not require any parking capacity.

(g) ***No Impact.*** The project would not remove, block or otherwise interfere with existing bus turnouts or with existing pedestrian or bicycle paths and would not conflict with adopted alternative transportation policies, plans or programs.

Mitigation Measures:

No mitigation measures are required.

XVIII. UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	[ ]	[ ]	[ ]	[X]
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	[ ]	[ ]	[X]	[ ]
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	[ ]	[ ]	[ ]	[X]
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	[ ]	[ ]	[X]	[ ]
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	[ ]	[ ]	[ ]	[X]
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	[ ]	[ ]	[ ]	[X]
g) Comply with federal, state, and local statutes and regulations related to solid waste?	[ ]	[ ]	[ ]	[X]

Discussion:

(a) ***No Impact.*** The proposed project does not involve or require the design or installation of wastewater improvements. Properties within OID District No. 41 consist of private on-site septic systems, which will remain unaffected by the proposed project.

(b) ***Less Than Significant Impact.*** The proposed project will include the construction of new facilities required to connect properties within OID District No. 41 to the City's existing potable water system. As noted earlier in this Initial Study, the proposed project consists of the following:

- Connecting to the existing fourteen (14) inch water line located in Crane Road via the extension of the existing 8-inch water line located in Tioga Avenue;
- Installation of an eight (8) inch reduced pressure backflow preventer and master meter behind roadway improvements; and,
- Installation of four (4) inch steel bollards with reflective striping.

The improvements above will allow for thirty-eight (38) additional connections to the City's existing water system. These additional connections will not require the City to construct additional off-site water facilities such as storage tanks or water wells.

(c) ***Less Than Significant.*** There is no new construction including grading, building or paving of pervious services that would result in additional storm water. The proposed project area is already developed and the project is limited improvements located within existing roadways.

(d) ***Less Than Significant.*** The water supply will be derived from the City's Water System which relies on a series of deep wells into the underground aquifer below Oakdale. The condition of this aquifer has adequate capacity to serve this site, as the City is situated adjacent to a large river (Stanislaus River), a tributary to the San Joaquin River. Adequate recharge occurs and the City has not found any limitations in locating and bringing new wells into production as the need arises.

The project site is located within the County's jurisdiction, and therefore, requires approval of an Out-of-Boundary Service agreement with the City to allow for the provision of domestic water services to properties within the project area.

As noted above, the project will allow for the extension of water improvements to provide potable water services to 38 residential units located on Tioga Avenue. This would be in addition to the existing 6,869 metered water connections currently served by the City, and represents a minor addition to the existing water demand for the City. The project can be served by the existing domestic water well located immediately east of the project area.

(f, g) ***Less Than Significant.*** The project will not generate a significant amount of new solid waste. Solid waste generated in the City of Oakdale is collected by the Gilton Solid Waste Management of Modesto and transported to the Fink Road Landfill (FRL) located on Crows Landing Road. This Class II and III landfill is owned and operated by the County of Stanislaus, and serve Stanislaus County. No new effects on federal, state, and local statutes and regulations related to solid waste are anticipated.

New Mitigation Measures:

No new mitigation measures are required.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	[ ]	[ ]	[X]	[ ]
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	[ ]	[ ]	[X]	[ ]
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	[ ]	[ ]	[X]	[ ]

Discussion:

(a-c) ***Less Than Significant Impact.*** As contained in the analysis of this Initial Study, the proposed project consists of the installation of water improvements to allow the City of Oakdale to provide potable water services to thirty-eight (38) parcels located on Tioga Avenue. This portion of Tioga Avenue is located within the City's Sphere of Influence, but not within the existing City limits. The proposed project does not have the potential to degrade the quality of the environment or reduce the habitat of a fish or wildlife species. In addition, the proposed project is not considered to be cumulatively considerable and cause substantial adverse impacts on human beings. Therefore, the proposed project will have a less than significant impact.

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA

CITY COUNCIL RESOLUTION 2009-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE STATING THE POLICY FOR WATER SERVICE RENDERED TO UNINCORPORATED AREAS AT THE STANDARD RATE PLUS $10.00 AND AUTHORIZING THE CREDIT OF ACCOUNTS IN UNINCORPORATED AREAS BACK TO DATE OF RATE INCREASE

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City Council of the City of Oakdale has from time to time authorized water service to applicants whose property lies in the unincorporated areas of the County; and,

WHEREAS, it is desirable and the intention of the City Council to formally declare its policy with respect to the furnishing of such water service.

NOW, THEREFORE, BE IT RESOLVED by the **CITY COUNCIL** as follows:

1. **Declaration of Policy:**
   The City of Oakdale will furnish water service, under the conditions herein set forth, to applicants whose property lies in the unincorporated area of the County so long as the water system can adequately furnish such service without overtaxing the capacity of said water system. The City reserves the right to refuse service in any case at its sole discretion.

2. **Applications for Water Service:**
   Each person or persons requesting water service shall first file a written application with the City Clerk setting forth the following facts:
   a. Name of applicant;
   b. Description of Property to be served;
   c. Date upon which service is to commence.

3. **Charges, Rates, Conditions, and Regulations:**
   a. A connection fee shall be paid to the City of Oakdale at or prior to the time of such connection for each separate water connection.

      The connection charge may be waived if the City Council finds that annexation proceedings have been commenced for the property to be served, and that there is a reasonable certainty that said annexation proceedings have been commenced in good faith and will result in said property being annexed to the City within a reasonable period.

      In the event that the property to be served is not annexed to the City of Oakdale within one year from the date of application for service, the City Council may impose the connection charge provided for in this section.

   b. Applicant shall, at his own expense, install or cause to be installed, the water main from the City main to the Applicant's property at which point the connection is to be made. Such water main shall not be less than a four inch standard pipe and larger size may be required if future needs indicate a

larger size is required. However, that in the event the application is for service to a single residence where further future services will not be required through the same water main, there shall be no restrictions as to the size of said water main.

c. The rates for water service in unincorporated areas shall be the same rate for like service with the City Limits at the time statements for service are rendered plus an additional service fee for the maintenance, repair, and replacement of the water main. The additional service fee may be amended by the City Council at their discretion. The additional service fee shall be $10 per parcel per month.

d. At or prior to the time the water connection is made the applicant shall dedicate to the City all his right, title, and interest in and to said water main and shall grant to the City a 10 foot easement for the maintenance, repair, and replacement of such water main. From and after acceptance of such dedication and easement the City shall maintain, repair and replace said water main at its own expense.

4. Prior Resolutions:
Resolution No. 54 and Resolution No. 77-62 are hereby repealed, rescinded, and superseded.

BE IT FURTHER RESOLVED by the **CITY COUNCIL** that the accounts in the unincorporated areas shall receive credits back to the date of rate increase.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF DECEMBER, 2009, by the following vote:

AYES:	COUNCIL MEMBERS:	Brennan, Hanson, Jackson, Morgan
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAINED:	COUNCIL MEMBERS:	Dunlop

Farrell Jackson, Mayor

ATTEST:

Nancy Lilly, City Clerk

AGENDA ITEM 11.1:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Patrick Mondragon, HR/Management Analyst

Reviewed by: Bryan Whitemyer, City Manager

Subject: Part-Time Salary Schedule Adjustments

I. BACKGROUND

The City's Rules and Regulations for the Employment of Part-Time and Temporary Employees identify a number of part-time and temporary employment classifications and include salary schedules based on an hourly rate of pay for these positions (Attachment B.) The current part-time salary schedule was last updated in February 2017.

II. DISCUSSION

Since the last part-time salary schedule update, the State government has approved a minimum age increase. Effective January 1, 2018, the minimum wage increased from $10.50 to $11.00 per hour for employers with 26 employees or more. Although staff has adjusted salaries to comply with the new law, this proposed part-time and temporary salary schedule is being brought to Council for formal adoption.

III. FISCAL IMPACTS

All positions requiring adjustment to comply with new state wages have been calculated. The total cost for all positions for this increase is $11.60 (Step A) to $14.66 (Step E). No appropriations are needed to cover the increased costs in the FY 2017-18 budget. The increase will be included in the proposed FY 2018-19 budget.

IV. RECOMMENDATION

Adopt the Resolution Approving the Revisions to the Salary Schedule for Part-Time and Temporary Employees.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2018-__
Attachment B: Part-time Salary Schedule

Attachment A

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2018-__

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING REVISIONS TO THE SALARY SCHEDULE CONTAINED IN THE RULES AND REGULATIONS FOR EMPLOYMENT OF PART-TIME AND TEMPORARY EMPLOYEES

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, from time to time the City has a need to employ individuals in positions that are part-time or temporary in nature which provide important services including seasonal or part-time work requiring specific skills, certifications and training; and,

WHEREAS, the City has adopted formal rules and regulations regarding the employment of part-time and temporary employees which include a salary schedule establishing an hourly rate of pay for these part-time and temporary positions; and,

WHEREAS, it is important that the salary schedule for these important part-time and temporary employees reflect current minimum wage rates as well as salary rates in the local market which reflect the required specialized training, certifications and training.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby approves the revisions to the Salary Schedule for Part-Time and Temporary Employees as contained within the applicable Rules and Regulations for Employment of Part-Time and Temporary Employees identified in Exhibit A, attached hereto.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2ND DAY OF APRIL 2018, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

SIGNED:

_____
Pat Paul, Mayor

ATTEST:

_____
Kathy Teixeira, CMC
City Clerk

Attachment B

Part - Time

01/01/2018 hourly rates & 7/1/2017 mou Fultime Equiv

3/27/2018

		1	2	3	4	5
P01	LIFEGUARD	11.00	11.55	12.13	12.74	13.38
P02	LIFEGUARD W/WSI	12.00	12.60	13.23	13.89	14.58
P03	POOL MANAGER	16.50	17.33	18.20	19.11	20.07
P04	LIFEGUARD - HEAD	13.00	13.65	14.33	15.05	15.80
P08	RECREATION LEADER I	11.00	11.55	12.13	12.74	13.38
P09	RECREATION LEADER II	11.50	12.08	12.68	13.31	13.98
P11	INTERN	12.00	-	-	-	-
P12	REC SERVICES COORD	16.00	16.80	17.64	18.52	19.49
P16	CLERK TYPIST	11.00	11.03	11.58	12.16	12.77
P17	PARKING AIDE	12.52	13.10	13.70	14.33	15.00
P18	SCHOOL CROSSING GUARD	11.00	11.55	12.13	12.74	13.38
P19	ANIMAL SHELTER ATTENDANT	13.40	14.03	14.68	15.37	16.11
P20	CUSTODIAN/SITE MONITOR	13.94	14.53	15.12	15.75	16.42
P21	PW MTN WORKER I	16.12	16.86	17.64	18.44	19.29
P22	PW MTN WORKER II	18.31	19.15	20.03	20.96	21.94
P23	WWTP OPERATOR I	18.90	19.76	20.69	21.64	22.66
P24	WWTP OPERATOR II	20.71	21.68	22.67	23.75	24.85
P26	LABORATORY TECH	23.25	24.33	25.48	26.68	27.94
p25	FINANCE CLERK I	15.09	15.77	16.49	17.24	18.03
P27	FINANCE CLERK II	16.12	16.86	17.64	18.44	19.29
P28	ADMINISTRATIVE CLERK	16.12	16.86	17.64	18.44	19.29
P29	ADMINISTRATION CLK TRAINE	11.00	11.55	12.13	12.74	13.38
P30	POLICE CADET	11.00	11.55	12.13	12.74	13.38
P32	SPORTS OFFICIAL	15.00	21.00	-	-	-
P33	MAINT. SUPERVISOR SUPPORT	26.55	-	-	-	-
P34	POLICE DISPATCHER	19.47	20.39	21.39	22.37	23.41
P35	ANIMAL CNTRL OFFCR-PT	19.53	20.53	21.48	22.47	23.56
P36	ANIMAL CTRL OFFCR-PT32	19.53	20.53	21.48	22.47	23.56
P37	POLICE RESERVE	25.97	-	-	-	-
P39	FIRE MARSHALL	40.34	42.09	43.91	45.83	47.86
P40	FIRE RESERVES	18.10	-	-	-	-
P41	OPERATIONS MANAGER	74.00	-	-	-	-
P43	POLICE ADMIN SUPPORT	20.11	21.02	21.98	22.95	23.98

AGENDA ITEM 11.2:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Bryan Whitemyer, City Manager

Subject: Consider Approving Resolution Authorizing the Approval of a Proposal for Architectural Master Planning Services for the Bridle Ridge Sports Park Gymnasium Facility in The Amount Of $10,500.00 from Fund 343 Parks Capital Facilities Fund

---

I. BACKGROUND

The City of Oakdale through its Parks Capital Facility Fee program has been collecting funds to ultimately build a sports park facility on the City owned property located at the southeast corner of Greger Street and Branding Iron Street. The park will ultimately include a parking lot, gymnasium and sports fields. The fees collected are paid to the City by developers when they build a home or homes in the City.

II. DISCUSSION

A preliminary design for the parking lot and gymnasium is needed in order to determine estimated costs for the project. We have received a proposal from L Street Architects to develop a site plan, floor plan for the gymnasium, exterior elevations, as well as a preliminary landscape color site plan. Additionally, the work will produce a cost estimate to construct the parking lot and gymnasium.

This work is extremely important as it will enable the City to have construction documents drawn up. Once construction documents are developed the City would be able to send this project out to bid and schedule the construction of the project.

III. FISCAL IMPACT

Funds were budgeted in Fund 343 Parks Capital Facilities Fund for the preliminary design of the Bridle Ridge Sports Park Gymnasium and Parking Lot. The proposed work has a cost of $10,500.00.

IV. RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a proposal for Architectural Master Planning Services for the Bridle Ridge Sports Park Gymnasium Facility in the amount of $10,500.00 from Fund 343 Parks Capital Facilities Fund.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2018-____
Attachment B: Proposal

Attachment A

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNI**A**

CITY COUNCIL RESOLUTION 2018-___

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING A PROPOSAL FOR ARCHITECTURAL MASTER PLANNING SERVICES FOR THE BRIDLE RIDGE SPORTS PARK GYMNASIUM FACILITY IN THE AMOUNT OF $10,500.00 FROM FUND 343 PARKS CAPITAL FACILITIES FUND

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale through its Parks Capital Facility Fee program has been collecting funds to ultimately build a sports park facility on the City owned property located at the southeast corner of Greger Street and Branding Iron Street; and,

WHEREAS, the park will ultimately include a parking lot, gymnasium and sports fields; and,

WHEREAS, a preliminary design for the parking lot and gymnasium is needed in order to determine estimated costs for the project and the City has received a proposal from L Street Architects to develop a site plan, floor plan for the gymnasium, exterior elevations, as well as a preliminary landscape color site plan; and,

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby approves the proposal for Architectural Master Planning Services for the Bridle Ridge Sports Park Gymnasium Facility in the amount of $10,500.00 from Fund 343 Parks Capital Facilities Fund.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF APRIL, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

SIGNED:

_____
Pat Paul, Mayor

ATTEST:

_____
Kathy Teixeira, CMC
City Clerk

Attachment B

L Street Architects
Limited

1414 L Street • Modesto, California 95354 • (209) 575-1415 • Fax (209) 575-4374
www.lstreetarchitects.com

February 20, 2018

City of Oakdale
Jeff Gravel, Public Service Director
280 North Third Avenue
Oakdale, Ca 95361

Re: Proposal for Architectural Services – **Bridle Ridge Sports Park Gymnasium Master Planning, Greger Street, Oakdale, CA**

L Street Architects, Limited proposes to provide the following services for Bridle Ridge Sports Park Gymnasium Master Planning, Oakdale, CA, based on the submitted materials, and meetings with client.

L Street Architects, Limited proposes to provide the Architectural Drawings for a new Sports Park Gymnasium on Gerger Street, Oakdale, CA. This proposal includes Schematic Design for approvals and to comply with the 2016 California Building Codes, California Green Codes and local code requirements.

Fees:

a) Schematic Design **$ 10,500.00**

- Meetings with Team
- Site Visit with team
- Floor Plan Layout
- Site Plan
- Exterior Elevations
- Preliminary Landscape Color Site Plan

Submittals, Bidding and Construction related services, Structural Engineering, Electrical Engineering, Mechanical/Plumbing Engineering, Civil Engineering, Soils Report, Cost Estimates, Models and Renderings will all be excluded from this Contract. Billings will be made on a monthly basis as the above work progresses. All accounts are due and payable upon receipt. The client's obligation to pay for the services contracted is in no way dependent upon the client's ability to obtain financing or upon the client's successful completion of the project. All delinquent accounts shall be subject to a service charge of 1.5% per month and the Owner/Agent agrees to pay all attorney's fees and costs incurred by the Architect in collection or attempting to collect any past due account.

The Owner/Agent agrees to limit the liability for **L Street Architects, Limited** to the client, and to all construction contractors and subcontractors on the project, such that the total aggregate liability of **L Street Architects, Limited** is equal to the total compensation received from the client. In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The drawings, as Instruments of Service, are and shall remain the property of the Architect and shall remain at the Architect's place of business. The Owner shall be issued copies, including reproducible copies of the drawings for his use during the completion of this project. The Owner shall retain the right to use the design and ideas provided in the drawings for future projects, and may negotiate with the Architect for additional services regarding future projects.

The above fee for services is based upon preliminary information provided by **Jeff Gravel, Public Services Manager** or information obtained from recorded documents. In the event of substantial changes beyond our control or requested revisions and/or changes to the scope of work, the proposed fees, will be subject to renegotiation and prior approval. If the above proposal is acceptable, please sign in the space provided below and return one copy to this office so that the work may begin.

Robert DeGrasse AIA LEED AP
President #C8827
L Street Architects, Limited

Jeff Gravel, Date
City of Oakdale, Public Services Manger

contracts\ Oakdale Bridle Ridge

L STREET ARCHITECTS
Limited
STANDARD BILLING SCHEDULE

January 01, 2018

All services not designated under Scope of Services shall be considered Extra Services and unless otherwise agreed upon, shall be billed according to the Standard Hourly Billing Rates.

STANDARD HOURLY BILLING RATES

Principal Architect	$175/hr.
Project Architect	$165/hr.
Project Manager	$125/hr.
Senior Drafting	$110/hr
Drafting	$ 85/hr.
Clerical	$ 70/hr.

Hourly billing rates apply to Extra Services. Not all levels apply to all projects.

REIMBURSABLE EXPENSES

Outside printing/photography/air travel/auto rental/lodging during Travel/courier services	at cost + 15%
Auto mileage	$0.65/mile
Reprographic Copies	at cost + 15%
Shipping	at cost + 15%
Special Consultants or Outside Work not included in Basic Services but required for completion of Project	at cost + 15%

ADDITIONAL SERVICES

Computer Plotting	$20/Sheet
PDF Scans	$1.50/Scan

PAYMENT TERMS

Professional service fees and reimbursable expenses will be billed monthly and are payable upon presentation. In some few instances, **L Street Architects, Limited** may be able to arrange for delayed payment of invoices. This arrangement must be discussed and agreed to in detail prior to the commencement of our work. In all other cases, a service charge will be added to each delinquent invoice at the maximum rate allowed by law. Invoices delinquent by 60 days or more will be cause for immediate suspension of our work and commencement of collection proceedings. In the event that legal action is commenced by either party for enforcement of this agreement, the prevailing party shall be entitled to all costs and fees incurred in such action, including reasonable attorney's fees.

AGENDA ITEM 11.3:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Bryan Whitemyer, City Manager

Subject: Consider Approving Resolution Authorizing the Approval of a Proposal for Architectural Master Planning Services for Kerr Park In The Amount Of $7,900.00 from Fund 110-7210-425003 General Fund Parks Maintenance

---

I. BACKGROUND

Kerr Park is a jewel of the City of Oakdale parks system that has served the City of Oakdale well for many years. Due to the age of the park and the lack of maintenance over the years the park is in need of significant repairs and upgrades. With proper upgrades and rehabilitation this location could serve as a destination location for year-round baseball and softball tournaments. Hosting year-round tournaments would bring revenue to the City to help offset general maintenance costs of the facility. Additionally, many of those families traveling to Oakdale to participate in the tournaments would stay at our local hotels and shop at our local restaurants.

II. DISCUSSION

Major work is needed to Kerr Park to improve the condition of the facility so that it can be a marketable location for sports tournaments. The irrigation systems are in need of upgrades and repairs, the electrical wiring is missing in the one lighted field and additional lighting standards need to be installed on the two remaining fields. A concession stand and new restrooms are needed as well as additional fencing to better secure the fields from vehicles.

The goal is to develop a strategy to completely rehabilitate Kerr Park. Funds have not been identified to complete the work that is required for the park. However, some potential sources of funds could be through grants, private financing, or community donations. In order to seek funding, the City must have a plan that can be utilized to apply for grants or to market the project to the community.

The proposed work includes developing a master plan for not only the developed areas of Kerr Park but also the undeveloped portion of the site closer to the river.

III. FISCAL IMPACT

Funds are available in Fund 110-7210-425003 General Fund Parks Maintenance to cover the cost of $7,900.00 for the work.

IV. RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a proposal for Architectural Master Planning Services for Kerr Park in the amount of $7,900.00 from Fund 110-7210-425003 General Fund Parks Maintenance.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2018-_____
Attachment B: Proposal

Attachment A

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2018-___

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING A PROPOSAL FOR ARCHITECTURAL MASTER PLANNING SERVICES FOR KERR PARK IN THE AMOUNT OF $7,900.00 FROM FUND 110-7210-425003 GENERAL FUND PARKS MAINTENANCE

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Kerr Park is a jewel of the City of Oakdale parks system that has served the City of Oakdale well for many years and due to the age of the park and the lack of maintenance over the years the park is in need of significant repairs and upgrades; and,

WHEREAS, with proper upgrades and rehabilitation this location could serve as a destination location for year-round baseball and softball tournaments that would bring revenue to the City to help offset general maintenance costs of the facility; and,

WHEREAS, major work is needed to Kerr Park to improve the condition of the facility so that it can be a marketable location for sports tournaments; and,

WHEREAS, the proposed architectural services include developing a master plan for not only the developed areas of Kerr Park but also the undeveloped portion of the site closer to the river.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby approves the proposal for Architectural Master Planning Services for the Kerr Park in the amount of $7,900.00 from Fund 110-7210-425003 General Fund Parks Maintenance.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF APRIL, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

SIGNED:

_____
Pat Paul, Mayor

ATTEST:

_____
Kathy Teixeira, CMC
City Clerk

KLA
LANDSCAPE
ARCHITECTURE
PLANNING

151 N. Norlin Street
Sonora, CA 95370
209.532.2856
www.kla-ca.com

Attachment B

January 25, 2018

PROPOSAL FOR SERVICES

Kerr Park Master Plan
Oakdale, CA

City of Oakdale
Attn: Bryan Whitemyer
City Manager
280 N. Third Avenue
Oakdale, CA 95361
(209)845-3571

KLA, Inc. is pleased to submit this proposal for Landscape Architectural Services for master plan design services for renovations of the existing Kerr Park for the City of Oakdale ("Client"). Kerr Park is an existing park in the northeastern region of Oakdale, CA, and is bound by Stearns road on the east, the Stanislaus River on the north, the Oakdale Sportsman Club to the west and single-family residences to the south. The existing park includes (3) softball fields, field lighting (currently non-operable), a restroom, playground equipment, picnic facilities, a horse pit area and sand volleyball court, parking lots, and additional open turf area and landscaping. Additionally, on the north side of the loop road and extending to the Stanislaus River, the park includes open, un-developed lands as well as the Stanley Wakefield Wilderness Area. The City would like a master plan prepared showing proposed renovations to the existing baseball fields and park amenities with the intent of creating a destination facility suitable for an outside entity to run tournaments, league play, and other similar uses. The scope of services for this proposal includes the preparation of a master plan for the overall Kerr Park site with a focus on the developed portion of the site and bubble diagram direction associated with the undeveloped portion of the site closer to the river.

Based on conversations with the Client on-site, additional amenities for the site include improvements to allow for a care-taker facility (similar to the mobile home facility existing for the caretaker at nearby Orange Blossom Park), renovated restroom, concession building (may be part of restroom building), renovations to the existing playground and picnic area, RV parking facilities, and connections to the river with appropriate improvements in the open areas north of the site.

KLA understands that surveyed data for the site is likely unavailable at this time. The master plan will be prepared using City-provided aerial imagery and CAD line work for background data, or, as needed, KLA will supplement with background data created in our office that will be suitable for this master plan level design (aerial photos and field visual verification of existing facilities). This scope does not include a site survey.

Following is a list and description of services to be provided with a fee schedule attached. If you have any questions or comments please feel free to call.

Description of Services

I. Master Plan

KLA will provide the following:

A. Site Review and Coordination - KLA will coordinate with the City of Oakdale to develop a list of program elements to be included in the master plan. The program elements will be general in nature to provide overall space requirements and infrastructural needs. The intent is to provide an overall 'wish list' and get as many of the program elements into the design as physically/feasibly possible/appropriate.

B. Bubble Plan Schematic Design alternatives - We will prepare two bubble plan alternates that incorporate as many of the program elements as possible. This plan will be prepared as a 'bubble plan' meaning that it will show general sizes and circulation, but not specific sizes, widths, and utility connections. The purpose is to provide hierarchical relationships for review by City staff. We will meet with City staff to review.

C. Schematic Master Plan - With feedback from City staff, we will select a preferred option or combination of options and develop a single master plan. We will refine the design of the bubble plan into an appropriately scaled master plan and prepare a colored master plan for the overall site and an enlargement of the main baseball facility and associated amenities. As we are moving through the design refinement process with will continue to coordinate with City staff and will provide draft concepts to the City for informal review as we work through the process.

D. Estimate of Probable Cost – We will provide an estimate of probable cost that is a schematic, high-level cost estimate based on the loose nature of the design and is not a detailed construction document level cost estimate. The purpose of the cost estimate is for grant purposes only – not for installation bidding estimates.

E. Meeting Attendance – KLA has provided for the attendance and presentations at two (2) public meetings (Parks and Recreation Commission and City Council). KLA will use the prepared draft versions of the colored plans described above for use at these meetings, and will revise the design to incorporate feedback from those meetings as the final, approved master plan.

F. Final Master Plan – Once we have received direction from the Planning Commission and City Council we will revise the master plan and prepare the final version. This plan will be suitable for City use in obtaining funding, partnering, or other marketing uses. KLA will provide one (1) full-size color hard-copy for each plan (overall master plan and enlargement), as well as PDF versions for City use.

G. Exclusions – This scope is for master plan design only and does not include detailed design of any elements. We have not provided for the services of architects, civil engineering, electrical engineering, or any other specialized services of outside consultants. No arborist services are provided. We have not provided for a site survey or topo. The master plan will be prepared based on existing aerial and site information that the City currently has.

II. Reimbursable Expenses and Additional Services

All normal business expenses (such as telephone calls, faxes, and photocopying), are covered by the above proposal. All plan reproduction prints, plotting, and deliveries (for owner use, bid, and submittal) will be billed as a reimbursable expense with an administration fee attached (15% of actual material cost).

The services of this contract are described above. Any additional services are authorized by the client and shall be paid for by the client under an Additional Services Agreement.

III. Fees

The following fees are valid for 60 days after the date of this proposal. The client shall compensate **KLA** as follows:

Master Plan	$ 7,600.00
Total	**$ 7,600.00**
Reimbursables (allowance)	$ 300.00

VI. Payment Schedule

KLA will bill the client at the completion milestones or on monthly basis per work generated and for the costs of reimbursable expenses generated. If the client would desire to have the invoice by a certain date each month, please let us know. For reference we use the following hourly rates for billing purposes:

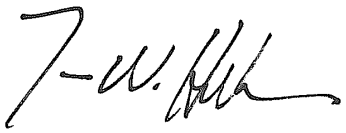
Principal Landscape Architect	$170.00/hour
Sr. Project Manager (Land. Arch.)	$110.00/hour
Job Captain	$90.00/hour
CADD Drafting	$65.00/hour
Clerical	$45.00/hour

All payments are due fifteen (15) days after the date of the bill and payable to:

KLA, Inc.
151 N. Norlin St.
Sonora, California 95370

KLA, Inc. is pleased to submit this agreement for professional services and we look forward to the completion of a successful landscape design. Please sign and return a copy of this proposal.

Yours truly,



Tom W. Holloway ASLA	01-25-18 Date	Bryan Whitemyer	Date
Landscape Architect #3589		**City of Oakdale**	
KLA, Inc.			

KerrParkMP-R1.pro

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, CA 95834, (916)575-7230

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This agreement, effective as of the date the agreement is signed, is between the City of Oakdale and KLA, Inc. for master plan design services at Kerr Park in Oakdale, CA as described in the preceding Proposal for Services.

Article 1: Landscape Architect's Basic and Additional Services

Refer to the preceding Proposal for Services (attached).

Article 2: Client's Responsibilities

A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

B. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

C. Client shall obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3: Estimated Schedule and Project Budget

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the Project, anticipated and unanticipated events may impact any Project schedule.

B. As of the date of this Agreement, Client's Project budget is unknown and the landscape construction budget is also unknown. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

Article 4: Compensation and Payments

A. Client agrees to pay Landscape Architect as laid out in the Proposal for Services (attached).

Article 5: Termination

A. Either Client or Landscape Architect may terminate this Agreement upon 30 days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than 30 days' written notice, delivered in person or via US Mail, facsimile, or electronic mail to the address set forth below the signatures to this agreement, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6: Dispute Resolution

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediator or mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7: Use and Ownership of Landscape Architect's Documents

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8: Miscellaneous Provisions

A. This Agreement is governed by the law of California, and proper venue for any litigation arising out of or related to this Agreement shall be in Tuolumne County, California.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by both Client and Landscape Architect.

C. In the event of any term or provision of this Agreement is found unenforceable or invalid for any reason, the remainder of the this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damage or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as maybe granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

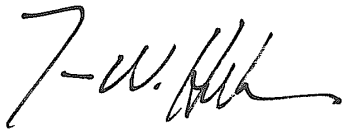
H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive in writing all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

I. To the extent damages are covered by property insurance during construction, Client waives all rights against Landscape Architect and against its contractors, consultants, agents and employees for such damages.

J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, the scope of services as referred to in 'Proposal for Services' (attached) may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

K. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

L. If this Agreement is not signed and returned to Landscape Architect within 60 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.



Tom W. Holloway ASLA	01-25-18 Date	Bryan Whitemyer	Date
KLA, Inc.		**City of Oakdale**	
(209)532-2856			
(209)532-9510 fax			

AGENDA ITEM 11.4:

CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: April 2, 2018

To: Mayor Pat Paul and Members of the City Council

From: Bryan Whitemyer, City Manager

Subject: Consider Approving Resolution Opposing A State Ballot Measure Restricting Local Taxing Authority

---

I. BACKGROUND

The "Tax Fairness, Transparency and Accountability Act of 2018" or (AG# 17-0050 Amdt. #1), is currently under circulation for signatures and proposed for the November ballot. This initiative would drastically limit local revenue authority, while making comparatively minor modifications to state authority. For cities and other local agencies, it applies retroactively and may void any local measure approved by local voters on or after January 1, 2018, but prior to the effective date of this act, that does not comply with the provisions of the act.

This initiative is sponsored by the California Business Roundtable, an organization that claims membership from some of the state's largest companies including, Wells Fargo, Albertsons, KB Home, Blackstone Group, Chevron, Farmers Insurance, Granite Construction and others.

One paragraph among the three pages declares one of the purposes of the measure is to overturn "loopholes" created by *Cannabis Coalition v. City of Upland (*concern that voters could enact special taxes via initiative by majority vote*); Chamber of Commerce v. Air Resources Board* (a recent case lost by the Chamber which alleged that the state Cap and Trade Program was an illegal tax) and *Schmeer v. Los Angeles* (which held that a locally imposed-grocer retained bag fee was not a tax).

This measure, however, has much broader impacts than such fixes.

II. DISCUSSION

This initiative would drastically limit local revenue authority and for cities and other local agencies, it applies retroactively and may void any local measure approved by local voters on or after January 1, 2018, but prior to the effective date of this act, that does not comply with the provisions of the act, and:

Restricting Local Tax Authority:

a) Eliminates local authority to impose a tax for general purposes by majority vote and instead requires all local proposed tax increases subject to a two-thirds

vote. This proposal also requires two-thirds approval of all members of the local legislative body before a tax can be placed on the ballot.

b) Requires a two-thirds vote to "extend" a tax to new territory, a new class of payor, or expanded base. For cities, this would limit all future annexations by requiring a separate two-thirds vote of the affected residents prior to applying any existing city tax. Other limitations may apply to a local interpretation that an existing local tax applies to a business or product.
c) Expands the definition of a tax to include payments voluntarily made in exchange for a benefit received, which may cover local franchise fees.
d) Prohibits any tax to be placed on the ballot unless it either specifically identifies by binding and enforceable limitation how it can be spent, with any change requiring reapproval by the electorate, or states in a separate stand-alone segment of the ballot that the tax revenue is intended for "unrestricted revenue purposes."
e) Requires tax measures to be consolidated with the regularly scheduled general election for members of the governing body, unless an emergency is declared by a unanimous vote of the governing body.
f) Expands the application of this act to include actions and "legal authority" that may be "enforced" or '"implemented" by a local government.
g) Requires a tax imposed by initiative to also be subject to a two-thirds vote, to address concerns over the *Upland* decision.
h) Clarifies a levy, charge, or exaction retained by and payable to a non-governmental entity is a tax, if the local agency limits in any way the use of the proceeds, to address concerns over the *Schmeer* decision.
i) Exempts existing school bond (55% vote) construction authority from the application of the bill.

<u>Restricting Local Fee Authority:</u>

Restricts the ability of a local government to impose <u>fees or charges</u>, other than those subject to Prop. 218, by:

a) Prohibiting a fee or charge from being imposed, increased or extended unless approved by two-thirds vote of the legislative body.
b) Authorizing a referendum on decisions of a legislative body to impose, increase or extend a fee or charge triggered by petitions signed by 5% of affected voters.
c) Requiring a fee or charge proposed by initiative to be subject to a two-thirds vote of the electorate.
d) Narrows the legal threshold from "reasonable" to "actual" costs for fees applied to local services, permits, licenses, etc. Further, the measure authorizes new avenues to challenge "actual" costs by enabling a payor to also second-guess in court whether they are "reasonable." Opens up further litigation and debate by replacing the existing standard that fees and charges bear a "fair and reasonable relationship to the payors burdens and benefits" with a more rigorous "proportional to the costs created by the payor" standard.
e) Increases the legal burden of proof for local agencies from "preponderance of evidence" (more likely than not) to "clear and convincing evidence" (high probability) to establish that a levy, charge or other exaction is: (1) not a tax, (2)

the amount is no more than necessary to cover the actual costs, and (3) the revenue is not being used for other than its stated purpose.

Provisions Applicable to State Actions:

a) Requires a tax contained in a regulation adopted by a state agency must be approved by two-third vote of the Legislature (unless the Legislature adopted a state tax that authorized the action of the state agency). This change is responsive to the recent *Chamber of Commerce* decision on cap and trade revenues.
b) Unlike the retroactive provisions that apply to local government, the application of this Act to the state is only prospective.
c) Requires a fee contained in a regulation adopted by a state agency to be approved by majority vote of the Legislature.
d) Imposes the same burden of proof changes applied to local governments.

III. FISCAL IMPACT

According to the title and summary of this ballot initiative there would likely be a minor decrease in annual state revenues and potentially substantial decreases in annual local revenues, depending upon future actions of the State Legislature, local governing bodies, voters, and the courts.

IV. RECOMMENDATION

Staff recommends that the City Council adopt a resolution as follows:

1. The City of Oakdale hereby opposes the Tax Fairness, Transparency and Accountability Act of 2018 sponsored by the California Business Roundtable on the grounds that this measure would harm the ability of local communities to adequately fund services; and,

2. The City Manager is hereby directed to email a copy of this adopted resolution to the League of California Cities at cityletters@cacities.org.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2018-___
Attachment B: Proposal
Attachment C: Correspondence

Attachment A

IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA

CITY COUNCIL RESOLUTION 2018-__

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL OPPOSING THE TAX FAIRNESS, TRANSPARENCY AND ACCOUNTABILITY ACT OF 2018

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, California's cities, counties and special districts follow strict guidelines and existing state law regarding the establishment of reasonable fees and the required voter approval of all local taxes; and,

WHEREAS, there is a signature-gathering campaign for a state ballot measure currently sponsored by the California Business Roundtable that would severely harm the ability of local governments to continue to provide quality services by imposing onerous roadblocks to raising local revenue to address community needs, services and infrastructure improvements; and,

WHEREAS, it is important for local community members, in concert with their duly- elected officials—rather than a special interest group in Sacramento--to determine the services and funding levels appropriate for their own cities; and,

WHEREAS, the proposed ballot measure would allow businesses to escape from their existing obligations to pay the full cost of services that they request and receive from local agencies and benefit from; and,

WHEREAS, the proposed ballot measure would then shift the burden of these uncovered costs from business interests to local general funds supported by taxpayers, and thereby reduce general funds available to support police, fire, park, planning, and other community services.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL of the CITY OF OAKDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City of Oakdale hereby opposes the Tax Fairness, Transparency and Accountability Act of 2018 sponsored by the California Business Roundtable on the grounds that this measure would harm the ability of local communities to adequately fund services; and,

SECTION 2. The City Manager is hereby directed to email a copy of this adopted resolution to the League of California Cities at cityletters@cacities.org.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2ND DAY OF APRIL 2018, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

ATTEST:

Kathy Teixeira, CMC
City Clerk

SIGNED:

Pat Paul, Mayor

Attachment B

January 26, 2018
Initiative 17-0050 (Amdt. #1)

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

EXPANDS REQUIREMENT FOR SUPERMAJORITY APPROVAL TO ENACT NEW REVENUE MEASURES. INITIATIVE CONSTITUTIONAL AMENDMENT. For new revenue measures, broadens definition of state taxes that would require approval by two-thirds supermajority vote of Legislature. For local governments, requires two-thirds approval of electorate to raise new taxes or governing body to raise new fees. Requires that state and local laws enacting new taxes specify how revenues can be spent. Heightens legal threshold for state and local governments to prove that fees passed without two-thirds approval are not taxes. Invalidates local taxes imposed in 2018, unless taxes meet criteria adopted by this measure. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: **Likely minor decrease in annual state revenues and potentially substantial decrease in annual local revenues, depending upon future actions of the Legislature, local governing bodies, voters, and the courts.** (17-0050.)

January 11, 2018

RECEIVED
JAN 11 2018
INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Hon. Xavier Becerra
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

Attention: Ms. Ashley Johansson
Initiative Coordinator

Dear Attorney General Becerra:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional initiative concerning state and local government taxes and fees (A.G. File No. 17-0050, Amendment No. 1).

BACKGROUND

State Government

Taxes and Fees. The state levies various taxes to fund over 80 percent of the state budget. The remainder of the budget is funded through various fees and other charges. Examples include: (1) charges for a specific government service or product, such as a driver's license; (2) charges relating to regulatory activities; (3) charges for entering state property, such as a state park; and (4) judicial fines, penalties, and other charges.

Vote Thresholds for Changing State Taxes and Fees. Under the State Constitution, state tax increases require approval by two-thirds of each house of the Legislature. The Legislature needs approval by only a majority of each house in order to levy fees and other charges. Voters, on the other hand, can levy state taxes or fees via initiative by a majority vote of the statewide electorate. The Legislature can reduce or change taxes with a majority vote of each house, provided the change does not increase taxes on any taxpayer. If a bill increases a tax on any taxpayer, the bill requires a two-thirds vote of both houses of the Legislature—even if the bill results in an overall state revenue loss.

Local Governments

Taxes and Fees. The largest local government tax is the property tax, followed by local sales taxes, utility taxes, hotel taxes, and other taxes. In addition to these taxes, local governments levy a variety of fees and other charges. Examples include parking meter fees, building permit fees, regulatory fees, and judicial fines and penalties.

Legislative Analyst's Office
California Legislature
Mac Taylor • Legislative Analyst
925 L Street, Suite 1000 • Sacramento CA 95814
(916) 445-4656 • FAX 324-4281

Vote Threshold for Changing Local Taxes and Fees. In order to increase taxes, the State Constitution generally requires that local governments secure a two-thirds vote of their governing body—for example, a city council or county board of supervisors—as well as approval of the electorate in that local jurisdiction. "General taxes"—that is, taxes levied by cities and counties for any purpose—may be approved by a majority vote of the electorate. On the other hand, "special taxes"—that is, any taxes levied by schools or special districts or taxes levied by cities and counties for specified purposes—require a two-thirds vote of the electorate. Citizen initiatives that increase taxes must secure the same vote of the electorate—majority vote for general taxes and two-thirds vote for special taxes—as those placed on the ballot by local governing bodies.

Fee increases, on the other hand, generally may be approved by a majority vote of the local governing body and do not require voter approval. (Exceptions include certain property-related fees which require voter approval.) Citizen initiatives changing fees must be approved by a majority vote of the electorate.

PROPOSAL

This measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges.

Taxes

Expands Definition of Tax. The measure amends the State Constitution to expand the definition of taxes to include some charges that state and local governments currently treat as nontax levies. As a result, the measure would increase the number of revenue proposals subject to the higher state and local vote requirements for taxes. Specifically, regulatory fees and fees charged for a government service or product would have to more closely approximate the payer's actual costs in order to remain fees. Certain charges retained by or payable to nongovernmental entities would also be considered taxes under the measure. In addition, certain charges imposed for a benefit or privilege granted the payer but not granted to those not charged would no longer be considered fees.

Increases Vote Thresholds for Some Local Taxes. The measure increases the vote thresholds for increasing some local taxes. Specifically, the measure requires that increases in local general taxes be approved by a two-thirds vote of the electorate whether sought by local governments or by citizen initiative. Any local government tax approved between January 1, 2018 and the effective date of this measure would be nullified unless it complies with the measure's new vote threshold and other rules described below.

Allowable Uses of Revenues Must Be Specified in Certain Cases. The measure requires tax measures to include a statement of how the revenues can be spent. If the revenue is to be used for general purposes, the law must state that the revenue can be used for "unrestricted general revenue purposes." These requirements would apply to increases in state and local taxes. In the case of local government taxes, the measure requires that a statement of allowable uses be included in the ballot question presented to voters. Any change to the statement of allowable uses of revenue would have to be passed by (1) a two-thirds majority of both houses of the

Legislature in the case of state taxes, (2) a two-thirds vote of the local governing body and two-thirds vote of the electorate in the case of local government taxes, or (3) a two-thirds vote of the electorate in the case of local citizen initiative taxes.

Local Government Fees

Increases Vote Thresholds for Certain Local Government Fees. The measure requires that increased fees and other charges be approved by either a two-thirds vote of a local governing body in the case of local government fees or a two-thirds vote of the electorate in the case of local citizen initiative fees. The measure also provides that fees and other charges levied by a local governing body may be overturned via referenda. (The measure would not change vote thresholds and rules for developer fees and property assessments imposed on parcels.)

Other Provisions

State Regulations Containing Tax or Charge Must Be Approved by Legislature. Under the measure, state regulations containing increased taxes or fees would not take effect unless the Legislature passes a law approving the regulation. (This requirement would not apply to regulations implementing laws that were already approved by the Legislature.) If the regulation contains a tax, the bill allowing the regulation to remain in place must be passed by a two-thirds majority of both houses of the Legislature. The measure allows emergency regulations to take effect for up to 120 days without approval of the Legislature.

FISCAL EFFECTS

Reduced State Tax Revenue. By increasing the number of revenue measures subject to a two-thirds vote of both houses of the Legislature, the measure makes it harder for the Legislature to increase certain state revenues. The amount of reduced state revenue under the measure would depend on various factors, including future court decisions that could change the number of revenue measures subject to the higher vote requirements. The fiscal effects also would depend on future decisions made by the Legislature. For example, requirements for legislative approval of regulations that increase taxes or fees could result in reduced revenue depending upon future votes of the Legislature. That reduced revenue could be particularly notable for some state programs largely funded by fees. Due to the uncertainty of these factors, we cannot estimate the amount of reduced state revenue but the fiscal effects on state government likely would be minor relative to the size of the state budget.

Reduced Local Government Tax and Fee Revenue. By expanding the definition of taxes and increasing vote thresholds for certain taxes and fees, the measure makes it harder for local governments and initiative proponents to increase local revenues. The amount of reduced local government revenues would also depend on various factors, including the extent to which local governments would substitute developer fees and other majority-vote revenue sources for the revenue sources subject to a higher vote threshold under the measure. Roughly half of recently enacted sales, business, hotel, and utility general tax measures would have failed if the measure's increased vote threshold requirements were in effect, suggesting that the reduction in local tax revenue could be substantial.

Summary of Fiscal Effects

- Likely minor decrease in annual state revenues and potentially substantial decrease in annual local revenues, depending upon future actions of the Legislature, local governing bodies, voters, and the courts.

Sincerely,

Mac Taylor
Legislative Analyst

for Michael Cohen
Director of Finance