



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

CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, August 3, 2020

7:00 PM

City Council Chambers

NOTICE

THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL BE HELD VIA TELECONFERENCE AND WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCING AT <https://us02web.zoom.us/j/86596173973> AND VIA TELECONFERENCE BY CALLING (888)788-0099, MEETING ID: 865 9617 3973 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT. THIS MEETING WILL BE TELEVIEWED ON COMCAST CHANNEL 7 AND AVAILABLE FOR PUBLIC VIEWING ON LIVESTREAM <https://livestream.com/cityfoakdale>.

Welcome to your City of Oakdale City Council regular meeting.

Your City Council are:

Mayor J.R. McCarty
Mayor Pro Tem Richard Murdoch
Council Member Cherilyn Bairos
Council Member Ericka Chiara
Council Member Christopher Smith

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 Members Present/Absent**
- 3. Pledge of Allegiance**
- 4. Invocation Provided by Korey Buchanek of River Oak Grace.**
- 5. Presentations/Acknowledgements**
- 6. Additions/Deletions**
- 7. Public Comments**



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, August 3, 2020**

Next City Council Resolution: 2020-096

Next Ordinance: 1274

Pursuant to Government Code section 54954.3, the City Council may adopt reasonable regulations to ensure that the business on the agenda can be conducted, therefore all members of the public will be given 3 minutes for their public comments. Individuals may not defer their time to another person. A maximum of 30 minutes will be allotted for general public comment. For agenda items, a maximum of 30 minutes will be allotted for public comment on each specific agenda item. Additionally, public comment will be accepted via email at publiccomment@oakdalegov.com until 5:00 p.m. on August 3, 2020. If commenting on a specific agenda item via email, please include the agenda item number in the subject line (example: Agenda Item 11.1). A copy of each timely submitted e-mail will be provided to the City Council prior to the start of the meeting and will be made a part of the public record of the meeting but will not be read aloud during the meeting. All timely submitted emails shall also be made available on the City's website within 24 hours of the adjournment of the meeting to ensure public access to public comments. 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

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.6. 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 July 20, 2020.](#)
- 9.2: [Receive and File the Warrant List for the Period July 11, 2020 through July 27, 2020.](#)
- 9.3: [By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.](#)
- 9.4: [Adopt City of Oakdale City Council Resolution Approving the Community Development Block Grant Subrecipient Agreement Between the County of Stanislaus and the City of Oakdale and Authorize the City Manager to execute the Community Development Block Grant Subrecipient Agreement for FY 2020-2021.](#)
- 9.5: [Adopt City of Oakdale City Council Resolution Approving Grant Deed Actions from Douglas Vincent Hummer Properties to City of Oakdale Right-of-Way.](#)
- 9.6: [Adopt City of Oakdale City Council Resolution Authorizing the City Manager to Execute a Quote for Alley Tree and Landscape, Inc. for the Pruning of 71 Chinese Pistache Street Trees in the Live Oak Subdivision in the amount of \\$12,000.00 Funds from Landscaping and Lighting Maintenance District Fund 288.](#)

10. Public Hearings

None Scheduled.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, August 3, 2020**

Next City Council Resolution: 2020-096

Next Ordinance: 1274

11. Staff Reports

11.1: Update on Code Enforcement Measures to Ensure COVID-19 Business Compliance.

11.2: Consider Approving an Urgency Ordinance of the City Council of the City of Oakdale Authorizing the Outdoor Operation of a Qualifying Business Pursuant to a Special Temporary Outdoor Operations Permit.

Recommended Action: Adopt Ordinance 1274, an Ordinance of the City Council of the City of Oakdale Authorizing the Outdoor Operation of a Qualifying Business Pursuant to a Special Temporary Outdoor Operations Permit.

11.3: Review and Consider a Resolution Approving the Final Project Scope of Work for the City of Oakdale Energy Efficiency Project.

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-____, a Resolution of the City Council of the City of Oakdale Approving the Final Project Scope of Work for the City of Oakdale Energy Efficiency Project.

12. City Manager's Report

13. City Council Items

14. Adjournment

The next regular meeting of the Oakdale City Council will be held Monday, August 17, 2020 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, Julie Christel, Council Services and Legislative Records Manager/Deputy 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, August 3, 2020, at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Friday, July 31, 2020.

Dated: July 31, 2020.

/s/ Julie Christel

Julie Christel

Council Services and Legislative Records Manager

Deputy City Clerk



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES**



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, July 20, 2020

7:00 PM

City Council Chambers

1. CALL TO ORDER:

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

Council Services Manager Christel conducted roll call with Council Member Bairos, Council Member Smith, Council Member Chiara, Council Member Murdoch and Mayor McCarty responding they were present.

2. COUNCIL/AGENCY MEMBERS PRESENT/ABSENT:

Present: Mayor McCarty
Council Member Murdoch
Council Member Bairos
Council Member Chiara
Council Member Smith

Staff Present: City Manager Whitemyer
City Attorney Hallinan
Police Chief Heller
Finance Director Avila
Public Services Director Gravel
Public Works Superintendent Bridgewater
Sr. Engineering Technician Renfrow
Council Services Manager Christel
City Clerk Roberts
Assistant to the City Manager Mondragon

Absent: None

3. PLEDGE OF ALLEGIANCE

Mayor McCarty asked everyone to stand for the pledge of allegiance.

4. INVOCATION

Pastor Ryan Poling from The River Christian provided the invocation.

After the invocation, City Manager Whitemyer read aloud the official notice of the meeting:

This meeting will be held in accordance with Executive Order N-29-20, issued by California Governor Gavin Newsom on March 17, 2020, the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal Americans with Disabilities Act.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

This meeting will be held via teleconference and will not be physically open to the public. All members of the public may participate in the meeting via teleconferencing at <https://us02web.zoom.us/j/84888441893> and via teleconference by calling (888)788-0099, meeting ID: 848 8844 1893 and will be given the opportunity to provide public comment. This meeting will be televised on comcast channel 7 and available for public viewing on Oakdale's Livestream channel, <https://livestream.com/cityofOakdale>. He also provided viewing and participation instructions during Public Comment.

5. PRESENTATION AND ACKNOWLEDGEMENTS

None

6. ADDITIONS/DELETIONS

Mayor McCarty asked whether there were any additions or deletions to the City Council agenda. City Manager Whitemyer advised there were none, however, he did have another statement to make about Public Comment. He provided the following information:

Pursuant to Government Code section 54954.3, the City Council may adopt reasonable regulations to ensure that the business on the agenda can be conducted, therefore all members of the public will be given 3 minutes for their public comments. Individuals may not defer their time to another person. A maximum of 30 minutes will be allotted for general public comment. For agenda items, a maximum of 30 minutes will be allotted for public comment on each specific agenda item. Additionally, public comment will be accepted via email at publiccomment@oakdalegov.com until 5:00 p.m. on July 20, 2020. If commenting on a specific agenda item via email, please include the agenda item number in the subject line (example: Agenda Item 11.1). A copy of each timely submitted e-mail will be provided to the City Council prior to the start of the meeting and will be made a part of the public record of the meeting but will not be read aloud during the meeting. All timely submitted emails shall also be made available on the City's website within 24 hours of the adjournment of the meeting to ensure public access to public comments. 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.

7. PUBLIC COMMENTS

Mayor McCarty opened public comment at 7:06 p.m.

Brent expressed appreciation to city staff for all their hard work but said he was disappointed that the public comment time was lowered to three minutes. He briefly commented on the water drainage issue at the tennis courts and voiced concern about the results of a recent slurry seal project on his street.

Mayor McCarty closed public comment at 7:09 p.m.

8. APPOINTMENT TO BOARDS AND COMMISSIONS

None



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

9. CITY COUNCIL CONSENT AGENDA

Mayor McCarty asked are there any questions or requests to remove items from the Consent Agenda. No questions or requests to remove items from the Consent Agenda were requested.

The consent agenda is comprised of Items 9.1 through 9.6. 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 July 6, 2020.
- 9.2: Receive and File the Warrant List for the Period June 27, 2020 through July 10, 2020.
- 9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.
- 9.4: Adopt City of Oakdale City Council Resolution 2020-083 Authorizing Staff to Purchase a 2021 Chevrolet Silverado 2500 Heavy Duty Truck from Steves Chevrolet for \$28,534.66 and Outfit with Non-Emergency Equipment with Installation by Cook's Communications for \$10,448.91, and Outfit with an Animal Utility Box with Installation by Diamond Truck Body Mfg. Co. Inc. for \$28,705.15, for a Total of \$67,688.72 to be Funded from the Animal Services Vehicle Replacement Fund 547, and Surplus a 2008 Chevrolet HD 2500 Truck (Vehicle #426) and a 2014 Chevrolet Tahoe (Vehicle #407).
- 9.5: By Minute Order, review and approve June 2020 Treasurer's Report.
- 9.6: Adopt City of Oakdale City Council Resolution 2020-084 Authorizing the City Manager to Execute an Agreement with Airmergency, Inc. for the Replacement of the Council Chambers HVAC Unit.

Mayor McCarty requested a motion be made for these items.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.6 for July 20, 2020.

Moved by Council Member Smith and seconded by Council Member Bairos and PASSED AND ADOPTED this 20th day of July, 2020, by the following vote:

AYES: COUNCIL MEMBERS:	Smith, Bairos, Murdoch, Chiara, McCarty	(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.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

10. PUBLIC HEARINGS

- 10.1: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Council Member Chiara declared a conflict of interest due to her residence being within Bridle Ridge Lighting and Landscaping Maintenance District and City Clerk Roberts moved Council Member Chiara to the waiting room for the duration of this item.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Staff responded to questions asked by the City Council and with no further questions,

Mayor McCarty declared the Public Hearing open for public comment at 7:12 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:12 p.m.

MOTION

Adopt City of Oakdale City Council Resolution 2020-085, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for the Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Moved by Council Member Smith and seconded by Council Member Murdoch and PASSED AND ADOPTED this 20th day of July, by the following vote:

AYES:	COUNCIL MEMBERS: Smith, Murdoch, Bairos, and McCarty	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: Chiara	(1)

Motion carried by 4/0 by City Council roll call vote.

- 10.2: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for The Vineyard Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for the Vineyard Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

Staff responded to questions asked by the City Council and with no further questions,

Mayor McCarty declared the Public Hearing open for public comment at 7:14 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:14 p.m.

MOTION

Adopt City of Oakdale City Council Resolution 2020-086, a Resolution of the City Council of the City of Oakdale, California approving the Engineer's Report and ordering the levy and collection of assessments for the Vineyard Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Moved by Council Member Smith and seconded by Council Member Murdoch and PASSED AND ADOPTED this 20th day of July, by the following vote:

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

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

- 10.3: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer's Report and Ordering the Levy and Collection of Assessments for Burchell Hill Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Council Member Bairos declared a conflict of interest due to her residence being within Bridle Ridge Lighting and Landscaping Maintenance District and City Clerk Roberts moved Council Member Bairos to the waiting room for the duration of this item.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer's Report and order the levy and collection of assessments for Burchell Hill Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Staff responded to questions asked by the City Council and with no further questions,

Mayor McCarty declared the Public Hearing open for public comment at 7:16 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:16 p.m.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

MOTION

Adopt City of Oakdale City Council Resolution 2020-087, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for the Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2020/2021.

Moved by Council Member Murdoch and seconded by Council Member Smith and PASSED AND ADOPTED this 20th day of July, by the following vote:

AYES:	COUNCIL MEMBERS: Murdoch, Smith, Chiara, and McCarty	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: Bairos	(1)

Motion carried by 4/0 by City Council roll call vote.

- 10.4: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 03-1, Zone 1 (Live Oak) for Fiscal Year 2020/2021.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for Landscape and Lighting Maintenance District No. 03-01, Zone 1 (Live Oak) for Fiscal Year 2020/2021.

Staff responded to questions asked by the City Council and with no further questions from staff, Mayor McCarty declared the Public Hearing open for public comment at 7:20 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:20 p.m.

MOTION

Adopt City of Oakdale City Council Resolution 2020-088, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for Landscape and Lighting Maintenance District No. 03-01, Zone 1 (Live Oak) for Fiscal Year 2020/2021.

Moved by Council Member Chiara and seconded by Council Member Bairos and PASSED AND ADOPTED this 20th day of July, by the following vote:

AYES:	COUNCIL MEMBERS: Chiara, Bairos, Murdoch, Smith and McCarty	(5)
NOES:	COUNCIL MEMBERS: None	(0)



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

ABSENT: COUNCIL MEMBERS: None (0)
 ABSTAINED: COUNCIL MEMBERS: None (0)

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

- 10.5: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 03-01, Zone 2 (Reinman Court) Fiscal Year 2020/2021.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for Landscape and Lighting Maintenance District No. 03-01, Zone 2 (Reinman Court) for Fiscal Year 2020/2021.

Staff responded to questions asked by the City Council and with no further questions, Mayor McCarty declared the Public Hearing open for public comment at 7:22 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:22 p.m.

MOTION

Adopt City of Oakdale City Council Resolution 2020-089, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 03-01, Zone 2 (Reinman Court) for Fiscal Year 2020/2021.

Moved by Council Member Chiara and seconded by Council Member Smith and PASSED AND ADOPTED this 20th day of July, by the following vote:

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

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

- 10.6: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 03-1, Zone 3 (Sunset Meadows) for Fiscal Year 2020/2021.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for Lighting Maintenance District No. 03-1, Zone 3 (Sunset Meadows) for Fiscal Year 2020/2021.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

Staff responded to questions asked by the City Council and with no further questions, Mayor McCarty declared the Public Hearing open for public comment at 7:24 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:24 p.m.

MOTION

Adopt City of Oakdale City Council Resolution 2020-090, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 03-1, Zone 3 (Sunset Meadows) for Fiscal Year 2020/2021.

Moved by Council Member Smith and seconded by Council Member Chiara and PASSED AND ADOPTED this 20th day of July, by the following vote:

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

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

- 10.7: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 03-01, Zone 4 (Sterling Hills) for Fiscal Year 2020/2021.

Mayor McCarty declared a conflict of interest due to his residence being within the Sterling Hills Lighting and Landscaping Maintenance District. He turned the meeting over to Mayor Pro Tem Murdoch and City Clerk Roberts moved Mayor McCarty to the waiting room for the duration of this item.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for Lighting Maintenance District No. 03-01, Zone 4 (Sterling Hills) for Fiscal Year 2020/2021.

Staff responded to questions asked by the City Council and with no further questions,

Mayor McCarty declared the Public Hearing open for public comment at 7:26 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:26 p.m.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

MOTION

Adopt City of Oakdale City Council Resolution 2020-091, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 03-01, Zone 4 (Sterling Hills) for Fiscal Year 2020/2021.

Moved by Council Member Chiara and seconded by Council Member Bairos and PASSED AND ADOPTED this 20th day of July, by the following vote:

AYES:	COUNCIL MEMBERS: Chiara, Bairos, Smith, and Murdoch	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: McCarty	(1)

Motion carried by 4/0 by City Council roll call vote.

- 10.8: Consider a Resolution of the City Council of the City of Oakdale for the Approval of the Engineer’s Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 03-01, Zone 5 (Murdoch Estates) for Fiscal Year 2020/2021.

Council Member Murdoch declared a conflict of interest due to his residence being within the Murdoch Estates Lighting and Landscaping Maintenance District and City Clerk Roberts moved Council Member Murdoch to the waiting room for the duration of this item.

Finance Director Avila presented the staff report recommending the City Council adopt the resolution provided in the staff report approving Engineer’s Report and order the levy and collection of assessments for Lighting Maintenance District No. 03-01, Zone 5 (Murdoch Estates) for Fiscal Year 2020/2021.

Staff responded to questions asked by the City Council and with no further questions,

Mayor McCarty declared the Public Hearing open for public comment at 7:28 p.m.

There being no public testimony, Mayor McCarty closed the Public Hearing at 7:29 p.m.

MOTION

Adopt City of Oakdale City Council Resolution 2020-092, a Resolution of the City Council of the City of Oakdale, California approving the Engineer’s Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 03-01, Zone 5 (Murdoch Estates) for Fiscal Year 2020/2021.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

Moved by Council Member Chiara and seconded by Council Member Bairos and PASSED AND ADOPTED this 20th day of July, by the following vote:

AYES:	COUNCIL MEMBERS: Chiara, Bairos, Smith and McCarty	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: None	(0)
ABSTAINED:	COUNCIL MEMBERS: Murdoch	(1)

Motion carried by 4/0 by City Council roll call vote.

11. STAFF REPORTS

- 11.1: Consider a Resolution of the City of Oakdale City Council Authorizing the City Manager to enter into and continue a Professional Services Agreement for City Engineering Services with MCR Engineers.

Public Services Director Gravel provided a staff report requesting City Council approve a resolution authorizing the City Manager to enter into and continue a professional services agreement for City Engineering Services with MCR Engineers. He stated that the City entered into a five (5) year agreement with MCR for Engineering and Consulting Services in May 2013. The contract expired in May 2018, however, the process for renewing the contract was delayed due to the passing of a key staff member at MCR who was the City's principal engineer from MCR. The proposed agreement is for five (5) years and has a 30-day termination clause. Director Gravel also stated that the scope of the services remain the same as in the past agreement which includes to provide city infrastructure consultation, infrastructure design, inspection and project management. He concluded his report requesting the City Council approve a resolution authorizing the City Manager to enter into and continue a professional services agreement for City Engineering Services with MCR Engineers.

Staff responded to questions from City Council.

With no further comments from the City Council, Mayor McCarty opened the item for Public Comments.

Public Comments: None

With no further public comments, Mayor McCarty closed public comment for this item and asked that a motion be made for this item.

MOTION

Adopt City of Oakdale City Council Resolution 2020-093, a Resolution of the City Council of the City of Oakdale, Authorizing the City Manager to enter into and continue a Professional Services Agreement for City Engineering Services with MCR Engineers.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

Moved by Council Member Murdoch and seconded by Council Member Smith and PASSED AND ADOPTED this 20th day of July 2020, by the following vote:

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

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

- 11.2: Review and Consider a Resolution of the City of Oakdale City Council Approving Allocating \$280,000.00 to Help Fund the Pederson Road Extension Project using \$44,333.38 from Fund 265 Neighborhood Stabilization Fund and \$235,666.62 from Fund 241 Housing Funds.

City Manger Whitemyer provided a staff report and PowerPoint Presentation on the Pederson Road Extension Project. He provided an overview of the project stating that at the January 20, 2020 City Council meeting, the City Council had approved the development of fifty-six (56) multi-family residential units, community center, tot lot, and day care/head start center. The applicant, Visionary Home Builders of California, Inc. proposed developing the multi-family residential project to accommodate lower income residents in the City of Oakdale. The subject property is owned by the Housing Authority of Stanislaus County and the proposed project is a partnership between Visionary Home Builders and the Great Valley Development Corporation. The subject property is located at 1135 East J Street and is approximately 3.29-acres in size.

City Manager Whitemyer discussed the several major capital projects that were required as part of the project approval and the Traffic Impact Assessment that was done. He talked about the costs the applicant has incurred to make improvements to the west side of Pederson Road and stated that the City has funds that could only be used for the creation of low-income housing and that construction of infrastructure that benefits low-income housing is an eligible use of these funds. He recommended the City use these funds to partner with the Stanislaus Housing Authority and Visionary Home Builders to fund the construction of full roadway improvements along Pederson Road.

City Manager Whitemyer concluded his report by requesting the City Council approve a resolution allocating \$280,000.00 to help fund the Pederson Road Extension Project using \$44,333.38 from Fund 265 Neighborhood Stabilization Fund and \$235,666.62 from Fund 241 Housing Funds.

Staff responded to questions from City Council.

With no further comments from the City Council, Mayor McCarty opened the item for Public Comments.

Public Comment: None



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

With no further public comments, Mayor McCarty closed public comment for this item and asked that a motion be made for this item.

MOTION

Adopt City of Oakdale City Council Resolution 2020-094, a Resolution of the City Council of the City of Oakdale Approving Allocating \$280,000.00 to Help Fund the Pederson Road Extension Project using \$44,333.38 from Fund 265 Neighborhood Stabilization Fund and \$235,666.62 from Fund 241 Housing Funds.

Moved by Council Member Smith and seconded by Council Member Chiara and PASSED AND ADOPTED this 20th day of July 2020, by the following vote:

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

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

- 11.3: Review and Consider a Resolution of the City of Oakdale City Council Approving the County of Stanislaus CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement and Authorize the City Manager to Execute Agreement.

City Manager Whitemyer provided a staff report on the Stanislaus CARES Act Coronavirus Relief Fund (CRF) spending plan the Stanislaus County Board of Supervisors approved on June 9, 2020. He stated that the County allocated \$15 million to the nine incorporated Stanislaus County cities based on population and that cities must certify qualifying eligible expenses; subject to reimbursement to the County upon federal audit disallowance. For the City of Oakdale, the funds allocated are \$776,459.00. Cities are encouraged to leverage these funds with FEMA and other sources allowable/available and that the distribution amount is tentatively identified to be reduced if other CARES Act or Coronavirus response funding is received from State or Federal sources.

City Manager Whitemyer said that staff has been tracking all costs incurred by the City in response to the COVID-19 Pandemic and will seek to be reimbursed for those costs through FEMA, the County Cares Act funding described in this report as well as the direct Cares Act funding allocated to the City from the State of California. The amount of the direct funding from the State to the City is \$283,947. The County agreement contains language that if the City receives funds from FEMA or direct funding from the State for COVID-19 costs that they will reduce our County funding by that amount.

City Manager Whitemyer concluded his report requesting the City Council approve the County of Stanislaus CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement and authorize the City Manager to execute the Agreement.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

Staff responded to questions from City Council.

With no further comments from the City Council, Mayor McCarty opened the item for Public Comments.

Public Comment: None

With no further public comments, Mayor McCarty closed public comment for this item and asked that a motion be made for this item.

MOTION

Adopt City of Oakdale City Council Resolution 2020-095, a Resolution of the City Council of the City of Oakdale Approving the County of Stanislaus CARES Act Coronavirus Relief Fund (CRF) Subrecipient Agreement and Authorize the City Manager to Execute Agreement.

Moved by Council Member Chiara and seconded by Council Member Smith and PASSED AND ADOPTED this 20th day of July 2020, by the following vote:

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

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

12. CITY MANAGERS REPORT

12.1: Update Regarding the Oakdale Police Department’s Response to Militia Personnel on June 6, 2020.

City Manager Whitemyer stated that he asked the City Attorney to conduct a review of the Oakdale Police Department’s response to the presence of armed militia members dressed in military fatigues at a downtown business on June 6, 2020. After the event, the City Attorney’s Office conducted a review of the situation over a two-week period. He discussed the findings of that review.

Council Member Murdoch thanked City Manager Whitemyer for conducting the report and the professionalism of the Police Department. He also thanked everyone, on both sides of the issue, who got involved and took time to reach out to the City Council members.

Council Member Chiara reiterated that she felt the Oakdale Police Department handled the events of June 3, 2020 and June 6, 2020 with the upmost professionalism and acted appropriately for the information they had at the time.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

Council Member Smith felt that the report was very thorough. He still believed his concerns from that day were valid, however, he appreciated the fact that the City took the time to look into what happened.

Council Member Bairos encouraged everyone to continue to reach out to the City Council to express their thoughts and ideas. She also let everyone know that there were no subcommittees appointed at the last City Council meeting.

Mayor McCarty thanked the City Attorney's Office for putting this report together.

City Manager Whitemyer responded to questions from City Council.

12.2: July 2020 Department Reports.

City Manager Whitemyer advised the City Council that included in the Agenda Packet is the July 2020 Department Reports.

12.3: Update on COVID-19 Response in Oakdale

City Manager Whitemyer provided an update on the COVID-19 response in Oakdale and stated that staff continues to track city expenditures for maximum recovery and continue to monitor developments in the countywide and throughout the state. He stated that there are significant efforts to expand testing capabilities and asked everyone to remember that this is a fluid topic and what the situation was yesterday may not be the same situation we are dealing with today. He also stated that we continue to work with our businesses and restaurants to navigate state and local guidelines.

Council Member Smith asked everyone to please wear a mask.

Mayor McCarty reminded everyone to check out the Stanislaus County Health Officer website for more information regarding COVID-19 information.

13. CITY COUNCIL ITEMS

Council Member Smith provided an update on the Bloomingcamp Ranch water issue and stated that they may be reaching back out to the community and City Council for additional help.

Council Member Bairos thanked Lacey and her crew for cleaning up outside the City Council Chambers.

Mayor McCarty spoke about the Without Permission's program and reminded everyone that trafficking still goes on every day. He also asked everyone to continue to support our local restaurants.

Lastly, Mayor McCarty announced the retirement of Pam Dumas of the Oakdale Tourism and Visitors Bureau. He thanked her for all her hard work and for all she has done for



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, July 20, 2020**

Next City Council Resolution: 2020-083

Next Ordinance: 1274

this community over the years.

14. ADJOURNMENT

There being no further business, Mayor McCarty adjourned the meeting at 8:22 p.m.

ATTEST:

APPROVED:

Julie Christel
Council Services and Legislative
Records Manager

J.R. McCarty
Mayor

AGENDA ITEM 9.2:

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020



City of Oakdale, CA

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 8888888 - *						
07/07/2020	DOSANJH, JAGDIP	DOSANJH, JAGDIP	146240	117-204-0500	DEPOSIT REFUND/CANCELLED	600
07/07/2020	DOSANJH, JAGDIP	DOSANJH, JAGDIP	146240	117-222-0600	DEPOSIT REFUND/CANCELLED	200.8
07/07/2020	DOSANJH, JAGDIP	DOSANJH, JAGDIP	146240	117-222-0700	DEPOSIT REFUND/CANCELLED	1020
07/07/2020	DOSANJH, JAGDIP	DOSANJH, JAGDIP	146240	117-7460-350305	DEPOSIT REFUND/CANCELLED	2470
07/08/2020	LARRANAGA, SUSANA	LARRANAGA, SUSANA	146238	117-204-0500	DEPOSIT REFUND FOR CANCE	600
07/14/2020	KUMAR, SAMANTHA	KUMAR, SAMANTHA	146239	117-204-0500	DEPOSIT REFUND FOR CANCE	600
Vendor 8888888 - * Total:						5490.8
Vendor: 727 - A SIMPLE SOLUTION						
07/01/2020	300660	A SIMPLE SOLUTION	146241	622-4152-425003	AFTER HOURS SERVICES	117.66
07/01/2020	300660	A SIMPLE SOLUTION	146241	645-4160-425003	AFTER HOURS SERVICES	117.66
Vendor 727 - A SIMPLE SOLUTION Total:						235.32
Vendor: 504 - ABS DIRECT, INC.						
06/26/2020	123641	ABS DIRECT, INC.	146242	622-4153-425003	LATE NOTICES	210.73
06/26/2020	123641	ABS DIRECT, INC.	146242	622-4153-429000	LATE NOTICES	248.3
06/26/2020	123641	ABS DIRECT, INC.	146242	645-4161-425003	LATE NOTICES	210.73
06/26/2020	123641	ABS DIRECT, INC.	146242	645-4161-429000	LATE NOTICES	248.3
06/30/2020	123711	ABS DIRECT, INC.	146242	110-1910-427006	INSERTS	560
06/30/2020	123711	ABS DIRECT, INC.	146242	645-4160-427006	INSERTS	694.28
06/30/2020	123714	ABS DIRECT, INC.	146242	622-4153-425003	MONTHLY UTILITY BILLING	1064.77
06/30/2020	123714	ABS DIRECT, INC.	146242	622-4153-429000	MONTHLY UTILITY BILLING	1684.2
06/30/2020	123714	ABS DIRECT, INC.	146242	645-4161-425003	MONTHLY UTILITY BILLING	1064.76
06/30/2020	123714	ABS DIRECT, INC.	146242	645-4161-429000	MONTHLY UTILITY BILLING	1684.2
06/30/2020	123714	ABS DIRECT, INC.	146242	657-4170-429000	MONTHLY UTILITY BILLING	25
Vendor 504 - ABS DIRECT, INC. Total:						7695.27
Vendor: 1445 - AIRMERGENCY						
06/10/2020	8421	AIRMERGENCY	146243	110-7413-424002	HVAC REPAIR	1205
07/02/2020	12345	AIRMERGENCY	146243	117-7440-424001	ICE MACHINE REPAIR	310
Vendor 1445 - AIRMERGENCY Total:						1515
Vendor: 558 - ALARMCO OF MODESTO						
07/01/2020	270680	ALARMCO OF MODESTO	146244	110-4120-425003	MONITORING SERVICES	45
07/01/2020	270680	ALARMCO OF MODESTO	146244	119-4110-425003	MONITORING SERVICES	45
07/01/2020	270680	ALARMCO OF MODESTO	146244	120-3110-425003	MONITORING SERVICES	45
07/01/2020	270680	ALARMCO OF MODESTO	146244	622-4152-425003	MONITORING SERVICES	45
07/01/2020	270680	ALARMCO OF MODESTO	146244	645-4160-425003	MONITORING SERVICES	45
Vendor 558 - ALARMCO OF MODESTO Total:						225
Vendor: 1469 - ALPHA ANALYTICAL LABORATORIES INC.						
06/19/2020	0063549-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	41
06/19/2020	0063562-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	223
06/24/2020	0064098-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	41
06/26/2020	0064466-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	223
07/02/2020	0071403-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	41



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
07/07/2020	0071567-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	223
07/13/2020	0072148-SFL	ALPHA ANALYTICAL LABORAT	146245	622-4151-425003	ROUTINE TESTING	41
Vendor 1469 - ALPHA ANALYTICAL LABORATORIES INC. Total:						833
Vendor: 280 - ARC DOCUMENT SOLUTIONS, LLC						
06/18/2020	2328838	ARC DOCUMENT SOLUTIONS,	146246	119-4110-425003	BASE BILLING CHARGES	400.76
Vendor 280 - ARC DOCUMENT SOLUTIONS, LLC Total:						400.76
Vendor: 01209 - ARCHITECTURE PLUS, INC.						
06/30/2020	21433	ARCHITECTURE PLUS, INC.	146247	343-7219-442001	PROJECT 20-015	2056.26
Vendor 01209 - ARCHITECTURE PLUS, INC. Total:						2056.26
Vendor: 1070 - AT&T						
07/01/2020	JULY 2020	AT&T	146250	645-4160-420003	248134-87506048	4.48
Vendor 1070 - AT&T Total:						4.48
Vendor: 942 - AT&T						
07/01/2020	JULY 2020	AT&T	146249	110-1910-420003	9391053408	494.3
07/01/2020	JULY 2020	AT&T	146249	110-1910-420003	9391055865	117.04
07/01/2020	JULY 2020	AT&T	146249	110-1910-420003	9391053394	47.26
07/01/2020	JULY 2020	AT&T	146249	110-2110-420003	9391053294	49.61
07/01/2020	JULY 2020	AT&T	146249	110-2110-420003	9391053232	164.68
07/01/2020	JULY 2020	AT&T	146249	110-2110-420003	9391059080	20.88
07/01/2020	JULY 2020	AT&T	146249	110-2110-420003	9391064981	1242.87
07/01/2020	JULY 2020	AT&T	146249	110-2110-420003	9391053390	170.38
07/01/2020	JULY 2020	AT&T	146249	110-2110-420003	9391064580	299.15
07/01/2020	JULY 2020	AT&T	146249	117-7460-420003	9391053292	138.32
07/01/2020	JULY 2020	AT&T	146249	118-7330-420003	9391053396	14.71
07/01/2020	JULY 2020	AT&T	146249	118-7340-420003	9391053234	40.12
07/01/2020	JULY 2020	AT&T	146249	118-7340-420003	9391053285	20.88
07/01/2020	JULY 2020	AT&T	146249	622-4152-420003	9391053400	58.77
07/01/2020	JULY 2020	AT&T	146249	645-4160-420003	9391053238	40.33
07/01/2020	JULY 2020	AT&T	146249	645-4160-420003	9391053398	59.24
Vendor 942 - AT&T Total:						2978.54
Vendor: 738 - AUGUSTINE PLANNING ASSOCIATES INC.						
06/30/2020	7/8/20	AUGUSTINE PLANNING ASSOC	146251	621-4159-442001	PLANNING SERVICES	6726.34
Vendor 738 - AUGUSTINE PLANNING ASSOCIATES INC. Total:						6726.34
Vendor: 156 - AVENU MUNISERVICES						
05/22/2020	INV06-008936	AVENU MUNISERVICES	146252	110-1910-320100	SALES TAX AUDIT	1913.96
05/22/2020	INV06-008937	AVENU MUNISERVICES	146252	115-1910-320100	SALES TAX AUDIT	1813.48
Vendor 156 - AVENU MUNISERVICES Total:						3727.44
Vendor: 686 - BADGER METER						
06/30/2020	1374014	BADGER METER	146253	645-4160-427006	METER/HYDRANTS	4792.43
Vendor 686 - BADGER METER Total:						4792.43
Vendor: 1542 - C & S ENGINEERS INC.						



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
05/19/2020	0187087	C & S ENGINEERS INC.	146254	657-4170-425003	AIRPORT PAVEMENT PROJECT	2907.18
06/18/2020	0187759	C & S ENGINEERS INC.	146254	658-4170-442001	Airport Pavement Preservation	864
06/18/2020	0187760	C & S ENGINEERS INC.	146254	657-4170-425003	AIRPORT PAVEMENT PROJECT	24711.03
Vendor 1542 - C & S ENGINEERS INC. Total:						28482.21
Vendor: 01051 - CALIFORNIA BUILDING STANDARDS COMMISSION						
06/30/2020	APR-JUNE 2020	CALIFORNIA BUILDING STAND	146255	120-210-0100	QUARTERLY REPORTING	230.4
Vendor 01051 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:						230.4
Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT						
07/24/2020	INV00718	CALIFORNIA STATE DISBURSEI	146320	110-219-1900	GARNISHMENT CHILD SUPPOI	526.54
Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:						526.54
Vendor: 232 - CAR WASH PARTNERS, INC.						
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	110-2110-424003	CAR WASHES	216
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	110-4120-425003	CAR WASHES	16
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	119-4110-424003	CAR WASHES	8
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	120-3110-424003	CAR WASHES	4
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	120-3130-424003	CAR WASHES	4
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	622-4152-424003	CAR WASHES	2
06/30/2020	170923	CAR WASH PARTNERS, INC.	146256	645-4160-424003	CAR WASHES	2
Vendor 232 - CAR WASH PARTNERS, INC. Total:						252
Vendor: 340 - CASEY RECORDS MANAGEMENT						
07/01/2020	1018795	CASEY RECORDS MANAGEME	146257	622-4152-425003	SHREDDING SERVICES	31.8
07/01/2020	1018795	CASEY RECORDS MANAGEME	146257	622-4153-425003	SHREDDING SERVICES	95.4
07/01/2020	1018795	CASEY RECORDS MANAGEME	146257	645-4160-425003	SHREDDING SERVICES	31.8
07/01/2020	1018795	CASEY RECORDS MANAGEME	146257	645-4161-425003	SHREDDING SERVICES	95.4
Vendor 340 - CASEY RECORDS MANAGEMENT Total:						254.4
Vendor: 1329 - CHURCHWELL WHITE LLP						
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	110-1610-425003	LEGAL SERVICES	2541
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	110-1610-425003	LEGAL SERVICES	13208.16
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	110-2110-425003	LEGAL SERVICES	16.5
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	120-3110-425003	LEGAL SERVICES	16.5
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	120-3110-425003	LEGAL SERVICES	462
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	622-4152-425003	LEGAL SERVICES	812
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	657-4170-425003	LEGAL SERVICES	132
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	720-3110-425003	LEGAL SERVICES	1075.9
06/30/2020	38985-39083	CHURCHWELL WHITE LLP	146258	720-3110-425003	LEGAL SERVICES	556.5
Vendor 1329 - CHURCHWELL WHITE LLP Total:						18820.56
Vendor: 1577 - CINTAS CORPORATION						
06/19/2020	4053702747	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	21.24
06/19/2020	4053702747	CINTAS CORPORATION	146259	565-7215-425016	UNIFORM SERVICES	77.42
06/19/2020	4053702790	CINTAS CORPORATION	146259	622-4151-425016	UNIFORM SERVICES	63.56
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.22
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.27



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	4.17
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	5.94
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	17.5
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	3.5
06/19/2020	4053702833	CINTAS CORPORATION	146259	110-7413-425016	UNIFORM SERVICES	9.53
06/19/2020	4053702833	CINTAS CORPORATION	146259	120-3130-425016	UNIFORM SERVICES	5.72
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	1.98
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	65.58
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	17.5
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	12.25
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	8.03
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	5.78
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.39
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.33
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	2.09
06/19/2020	4053702833	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	30.5
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	5.79
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	8.12
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	32.85
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	32.93
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.39
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	17.5
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.33
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	2.09
06/19/2020	4053702833	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	12.25
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	17.5
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	5.94
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	4.17
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.27
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.22
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	3.5
06/26/2020	4054334510	CINTAS CORPORATION	146259	110-7413-425016	UNIFORM SERVICES	9.53
06/26/2020	4054334510	CINTAS CORPORATION	146259	120-3130-425016	UNIFORM SERVICES	5.72
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	5.78
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	2.09
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	1.98
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	8.03
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	12.25
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	17.5
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	30.5
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	41.08
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.39



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/26/2020	4054334510	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.33
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	8.12
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	12.25
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	17.5
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	32.85
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.39
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	30.43
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.33
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	2.09
06/26/2020	4054334510	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	5.79
06/26/2020	4054334521	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	21.24
06/26/2020	4054334521	CINTAS CORPORATION	146259	565-7215-425016	UNIFORM SERVICES	54.55
06/26/2020	4054334612	CINTAS CORPORATION	146259	622-4151-425016	UNIFORM SERVICES	63.56
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.22
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.27
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	4.17
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	5.94
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	17.5
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	3.5
07/02/2020	4054926781	CINTAS CORPORATION	146259	110-7413-425016	UNIFORM SERVICES	9.53
07/02/2020	4054926781	CINTAS CORPORATION	146259	120-3130-425016	UNIFORM SERVICES	10.72
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	12.25
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	8.03
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	1.98
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	2.09
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.33
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.39
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	5.78
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	49
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	30.5
07/02/2020	4054926781	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	17.5
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	2.09
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.33
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.39
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	17.5
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	30.5
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	8.12
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	8.14
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	12.25
07/02/2020	4054926781	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	70.43
07/02/2020	4054926851	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	207.01
07/02/2020	4054926851	CINTAS CORPORATION	146259	565-7215-425016	UNIFORM SERVICES	144.64



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
07/02/2020	4054926912	CINTAS CORPORATION	146259	622-4151-425016	UNIFORM SERVICES	63.56
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	17.5
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.22
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	2.27
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	4.17
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-4140-425016	UNIFORM SERVICES	5.94
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-7210-425016	UNIFORM SERVICES	3.5
07/10/2020	4055598183	CINTAS CORPORATION	146259	110-7413-425016	UNIFORM SERVICES	11.88
07/10/2020	4055598183	CINTAS CORPORATION	146259	120-3130-425016	UNIFORM SERVICES	5.72
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	1.98
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	2.09
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.33
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	8.03
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	49
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	12.25
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	17.5
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	5.78
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	30.5
07/10/2020	4055598183	CINTAS CORPORATION	146259	622-4152-425016	UNIFORM SERVICES	3.39
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	12.25
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	30.5
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	30.43
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	17.5
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.39
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	5.79
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	3.33
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	2.09
07/10/2020	4055598183	CINTAS CORPORATION	146259	645-4160-425016	UNIFORM SERVICES	8.12
07/11/2020	4055598113	CINTAS CORPORATION	146259	622-4151-425016	UNIFORM SERVICES	63.56
Vendor 1577 - CINTAS CORPORATION Total:						2038.3
Vendor: 48 - CITY OF MODESTO						
07/01/2020	111771	CITY OF MODESTO	146263	110-2210-425030	FIRE CONTRACT	232847.08
Vendor 48 - CITY OF MODESTO Total:						232847.08
Vendor: 346 - CITY OF OAKDALE CITYHALL ASSN						
07/24/2020	INV00712	CITY OF OAKDALE CITYHALL A 10265		110-219-0800	CITY OF OAKDALE CITYHALL A	44
Vendor 346 - CITY OF OAKDALE CITYHALL ASSN Total:						44
Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT						
07/24/2020	INV00716	CITY OF OAKDALE FSA ACCOU 10266		110-219-0200	CITY OF OAKDALE FSA ACCOU	19.23
07/24/2020	INV00717	CITY OF OAKDALE FSA ACCOU 10266		512-1910-374120	CITY OF OAKDALE FSA ACCOU	389.22
Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:						408.45
Vendor: 50 - CLARK PEST CONTROL						
06/19/2020	26634305	CLARK PEST CONTROL	146264	110-7210-427009	PEST CONTROL	336



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor 50 - CLARK PEST CONTROL Total:						336
Vendor: 1059 - COLONIAL PROCESSING CENTER						
07/24/2020	INV00715	COLONIAL PROCESSING CENTI	146321	110-219-1700	COLONIAL LIFE	27.41
Vendor 1059 - COLONIAL PROCESSING CENTER Total:						27.41
Vendor: 1199 - COMCAST						
06/14/2020	0034925 6/14/20	COMCAST	146265	110-7210-425003	COMMUNITY PARK WIFI	88.19
Vendor 1199 - COMCAST Total:						88.19
Vendor: 349 - CSJVRMA						
07/02/2020	RMA-2021-0033	CSJVRMA	146266	110-1910-415000	INSURANCE	102393.26
07/02/2020	RMA-2021-0033	CSJVRMA	146266	110-219-2800	INSURANCE	126565
07/02/2020	RMA-2021-0033	CSJVRMA	146266	120-3110-415000	INSURANCE	9097
07/02/2020	RMA-2021-0033	CSJVRMA	146266	515-1910-415000	INSURANCE	66103
07/02/2020	RMA-2021-0033	CSJVRMA	146266	622-4153-415000	INSURANCE	54220
07/02/2020	RMA-2021-0033	CSJVRMA	146266	645-4161-415000	INSURANCE	54220
07/02/2020	RMA-2021-0033	CSJVRMA	146266	657-4170-415000	INSURANCE	4135.74
Vendor 349 - CSJVRMA Total:						416734
Vendor: 1315 - DATA PATH INC.						
06/16/2020	146455	DATA PATH INC.	146267	525-1910-425003	IT SUPPORT	2213.75
06/30/2020	146560	DATA PATH INC.	146267	525-1910-425003	IT SUPPORT	9775
07/01/2020	146580	DATA PATH INC.	146267	525-1910-425012	LICENSING	2834
07/01/2020	146598	DATA PATH INC.	146267	525-1910-425003	IT SUPPORT	4250
Vendor 1315 - DATA PATH INC. Total:						19072.75
Vendor: 330 - DEL-TECH GEOTECHNICAL SUPPORT						
06/24/2020	5081	DEL-TECH GEOTECHNICAL SUI	146317	622-4151-425003	ROUTINE TESTING	2440
Vendor 330 - DEL-TECH GEOTECHNICAL SUPPORT Total:						2440
Vendor: 570 - DEPARTMENT OF CONSERVATION						
06/30/2020	APRIL-JUNE 2020	DEPARTMENT OF CONSERVAT	146268	120-210-0200	SMIP QUARTERLY REPORTING	695.76
Vendor 570 - DEPARTMENT OF CONSERVATION Total:						695.76
Vendor: 1235 - EXPRESS SERVICES, INC.						
06/24/2020	24072437	EXPRESS SERVICES, INC.	146269	565-7215-410013	TEMP SERVICES	3331.85
Vendor 1235 - EXPRESS SERVICES, INC. Total:						3331.85
Vendor: 85 - FAR WEST LABORATORIES						
06/13/2020	96767	FAR WEST LABORATORIES	146270	645-4160-425003	ROUTINE TESTING	1370
06/13/2020	96768	FAR WEST LABORATORIES	146270	622-4151-425003	ROUTINE TESTING	705
Vendor 85 - FAR WEST LABORATORIES Total:						2075
Vendor: 403 - FASTENAL						
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	AAA Procell Aik BATTERY	1.78
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	EAR PLUGS Max-5-30 5ct	15.97
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	CLEAR FRAME/CLEAR LENS SA	11.75
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	1/4"x1/4" BRASS HOSE BARB	14.63
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	3 GAL LAWN & GARDEN SPRA	87.45
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	IC WB WHITE 17 OZ	4.64



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	ANT & ROACH SPRAY 20	59.99
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	14 OZ WASP/HORNET SPRAY	78.23
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	10.4"x11" Towel each	11.28
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	MEGA OFF - CAN	62.46
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	LG15MILPFLTGLV50CT	65.84
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	36" X 36" HAND PUMP	172.73
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	55 GALLON TRASH BAGS 2 MI	85.24
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	CLEAR FRAME/CLEAR LENS SA	8.81
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	RAZOR-BACK LHRP OB	58.74
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	14oz Clear Plastic Dixie Cup	9.48
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	ANT & ROACH SPRAY 20	10
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	Med HiViz Grn Safety vest	170.69
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	55 GALLON TRASH BAGS 2 MI	170.47
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	LARGE SAFETY VEST	143.12
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	XL 911 NITRILE GLOVES 50 CT	137.08
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	32" E-Z Reacher -DOT 94656	133.88
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	2XL SAFETY VEST	80.36
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	24OZ CRYSTL CLEANER	115.54
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	2 XL 911 NITRILE GLOVES 50 c	97.92
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	XL SAFETY VEST	192.8
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	M SERIES 260 BLACK/GRAY KN	9.05
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	1/4"x1/4" BRASS HOSE BARB	14.63
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	MEDIUM BLACK WORK GLOVE	54.65
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	4 OZ SUN-XSUNSCRN SPRAY	32.04
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	INOX SHADED SAFETY GLASSE	29.19
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	14 OZ WASP/HORNET SPRAY	26.08
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	INOX SHADED SAFETY GLASSE	51.08
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	24OZ CRYSTL CLEANER	46.21
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	RAZOR-BACK LHRP OB	44.05
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	14oz Clear Plastic Dixie Cup	18.97
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	3 GAL LAWN & GARDEN SPRA	43.72
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	M SERIES 260 BLACK/GRAY KN	18.09
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	3 GAL LAWN & GARDEN SPRA	43.72
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	MEDIUM BLACK WORK GLOVE	36.44
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	L SERIES BLACK/GRAY KNITWF	18.09
06/30/2020	CAOAD120672	FASTENAL	146271	110-140-0000	XL BLACK STALLION GLOVES	35.75
06/30/2020	CAOAD120737	FASTENAL	146271	549-7219-442001	MISC SUPPLIES	226.87
06/30/2020	CAOD120737	FASTENAL	146271	549-7219-442001	CREDIT	-226.87

Vendor 403 - FASTENAL Total: 2522.64

Vendor: 1584 - FONTES PRO SOUND & LIGHT

06/02/2020	43428238	FONTES PRO SOUND & LIGHT	146273	270-1910-425003	COUNCIL MEETING BROADCA	300
06/16/2020	44757709	FONTES PRO SOUND & LIGHT	146273	270-1910-425003	BALANCE DUE	75



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 01175 - FOUR STAR BODY AND FRAME						
07/09/2020	7838745	FOUR STAR BODY AND FRAME	146274	645-4160-425003	VEHICLE REPAIR	792.71
Vendor 1584 - FONTES PRO SOUND & LIGHT Total:						375
Vendor 01175 - FOUR STAR BODY AND FRAME Total:						792.71
Vendor: 1385 - GHX INDUSTRIAL, LLC						
06/17/2020	15027100	GHX INDUSTRIAL, LLC	146275	545-2110-441005	TOWER GENERATOR PROJECT	325.14
Vendor 1385 - GHX INDUSTRIAL, LLC Total:						325.14
Vendor: 96 - GILTON SOLID WASTE MANAGEMENT INC.						
06/30/2020	JUNE 2020	GILTON SOLID WASTE MANAGE	146276	110-1910-320401	REFUSE MONIES COLLECTED	-21966.59
06/30/2020	JUNE 2020	GILTON SOLID WASTE MANAGE	146276	799-8280-425003	REFUSE MONIES COLLECTED	183054.94
Vendor 96 - GILTON SOLID WASTE MANAGEMENT INC. Total:						161088.35
Vendor: 01225 - GRANITE CHEMICAL SERVICES, LLC						
06/29/2020	2543	GRANITE CHEMICAL SERVICES	146277	645-4160-427006	PUMP FOR CHEMICAL TRUCK	1732.06
Vendor 01225 - GRANITE CHEMICAL SERVICES, LLC Total:						1732.06
Vendor: 111 - HAIDLEN FORD-MERCURY						
06/17/2020	5039916	HAIDLEN FORD-MERCURY	146278	645-4160-424003	VEHICLE MAINTENANCE	157.19
Vendor 111 - HAIDLEN FORD-MERCURY Total:						157.19
Vendor: 1162 - HILLYARD						
07/07/2020	603950114	HILLYARD	146279	110-7210-427006	PARKS SUPPLIES	664.33
07/13/2020	603954187	HILLYARD	146279	110-7210-427006	PARKS SUPPLIES	57.18
Vendor 1162 - HILLYARD Total:						721.51
Vendor: 552 - HOLT OF CALIFORNIA						
06/16/2020	7506758	HOLT OF CALIFORNIA	146280	110-4140-424003	VEHICLE MAINTENANCE	433.76
06/16/2020	7506758	HOLT OF CALIFORNIA	146280	645-4160-424003	VEHICLE MAINTENANCE	433.76
Vendor 552 - HOLT OF CALIFORNIA Total:						867.52
Vendor: 337 - HOTSYPACIFIC						
06/01/2020	68620	HOTSYPACIFIC	146281	110-4120-425003	MISC. REPAIR	460.81
Vendor 337 - HOTSYPACIFIC Total:						460.81
Vendor: 1337 - HTBS CREDIT						
06/25/2020	7309217922-0-1	HTBS CREDIT	146282	622-4153-427001	OFFICE SUPPLIES	97.05
06/25/2020	7309217922-0-1	HTBS CREDIT	146282	645-4161-427001	OFFICE SUPPLIES	97.05
Vendor 1337 - HTBS CREDIT Total:						194.1
Vendor: 01224 - INTELLISITE, LLC						
05/02/2020	17851	INTELLISITE, LLC	146283	525-1910-425003	SUPPORT	780
06/02/2020	17901	INTELLISITE, LLC	146283	525-1910-425003	SUPPORT	780
07/02/2020	17950	INTELLISITE, LLC	146283	525-1910-425003	SUPPORT	780
Vendor 01224 - INTELLISITE, LLC Total:						2340
Vendor: 1437 - J.B. ANDERSON						
06/30/2020	070120GSP	J.B. ANDERSON	146284	120-3110-410013	PLANNING SERVICES	5206.15
06/30/2020	070120GSP	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	594.5
06/30/2020	070120GSP	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	3480
06/30/2020	070120GSP	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	1550.9



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/30/2020	070120GPS	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	935
06/30/2020	070120GPS	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	551
06/30/2020	070120GPS	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	220
06/30/2020	070120GPS	J.B. ANDERSON	146284	720-3110-425003	PLANNING SERVICES	104.5
Vendor 1437 - J.B. ANDERSON Total:						12642.05
Vendor: 158 - MCR ENGINEERING INC.						
03/24/2020	15064	MCR ENGINEERING INC.	146285	621-4159-442001	MCR- SEWER RIVER CROSSING	125
03/24/2020	15069	MCR ENGINEERING INC.	146285	215-4149-442001	Maag G-J & E St Yosemite-5 A'	1000
03/24/2020	15079	MCR ENGINEERING INC.	146285	215-4149-442001	2020 Slurry Seal Project	750
05/19/2020	15258	MCR ENGINEERING INC.	146285	720-3110-425003	ENGINEERING SERVICES	250
05/19/2020	15261	MCR ENGINEERING INC.	146285	215-4149-442001	2020 Slurry Seal Project	187.5
05/19/2020	15263	MCR ENGINEERING INC.	146285	119-4110-425003	ENGINEERING SERVICES	375
05/19/2020	15266	MCR ENGINEERING INC.	146285	215-4149-442001	THIRD AVE. RECON E TO F STR	250
05/19/2020	15268	MCR ENGINEERING INC.	146285	222-4149-442001	ENGINEERING SERVICES	125
05/19/2020	15269	MCR ENGINEERING INC.	146285	215-4149-442001	Maag G-J & E St Yosemite-5 A'	5287.5
05/19/2020	15270	MCR ENGINEERING INC.	146285	252-4149-442001	ENGINEERING SERVICES	375
Vendor 158 - MCR ENGINEERING INC. Total:						8725
Vendor: 161 - MID						
07/01/2020	JULY 2020	MID	146286	284-6210-420001	3151817535	2317.72
07/01/2020	JULY 2020	MID	146286	284-6210-420001	1122819817	965.94
07/01/2020	JULY 2020	MID	146286	284-6210-420001	1337811713	108.64
07/01/2020	JULY 2020	MID	146286	286-6230-420001	8551425139	531.3
07/01/2020	JULY 2020	MID	146286	622-4151-420001	5933712338	1147.39
07/01/2020	JULY 2020	MID	146286	622-4151-420001	3357914926	228.68
07/01/2020	JULY 2020	MID	146286	622-4151-420001	6483221405	20474.08
07/01/2020	JULY 2020	MID	146286	622-4152-420001	3818618731	913.07
07/01/2020	JULY 2020	MID	146286	645-4160-420001	6201815675	8382.54
07/01/2020	JULY 2020	MID	146286	645-4160-420001	0913324769	249.75
07/01/2020	JULY 2020	MID	146286	645-4160-420001	5097728103	5374.31
Vendor 161 - MID Total:						40693.42
Vendor: 1513 - MIRACLE PLAYSYSTEMS, INC.						
03/20/2020	F2020-0275	MIRACLE PLAYSYSTEMS, INC.	146287	110-7210-427006	GILBERT PARK WALL PLAYGRC	676.64
Vendor 1513 - MIRACLE PLAYSYSTEMS, INC. Total:						676.64
Vendor: 830 - MODESTO WELDING PRODUCTS, INC.						
06/25/2020	62132	MODESTO WELDING PRODUC	146288	110-4120-425003	CYLINDER RENTAL	28
Vendor 830 - MODESTO WELDING PRODUCTS, INC. Total:						28
Vendor: 01015 - NORTHSTAR CHEMICAL						
06/30/2020	172294	NORTHSTAR CHEMICAL	146289	645-4160-427006	CHLORINATION	638.43
06/30/2020	172511	NORTHSTAR CHEMICAL	146289	117-7430-427007	POOL MAINTENANCE	1555.44
Vendor 01015 - NORTHSTAR CHEMICAL Total:						2193.87
Vendor: 191 - OAK VALLEY HOSPITAL						
06/12/2020	CL0000004150 061220	OAK VALLEY HOSPITAL	146290	110-7210-425003	PRE EMPLOYMENT	75



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/12/2020	CL0000004150 061220	OAK VALLEY HOSPITAL	146290	622-4151-425003	PRE EMPLOYMENT	75
07/07/2020	CL0000004150 7/7/20	OAK VALLEY HOSPITAL	146290	110-7210-425003	PRE EMPLOYMENT	115
07/07/2020	CL0000004150 7/7/20	OAK VALLEY HOSPITAL	146290	622-4152-425003	PRE EMPLOYMENT	75
Vendor 191 - OAK VALLEY HOSPITAL Total:						340
Vendor: 192 - OAKDALE ACE						
06/09/2020	579666	OAKDALE ACE	146291	110-7413-427006	MISC SUPPLIES	6.22
Vendor 192 - OAKDALE ACE Total:						6.22
Vendor: 210 - OAKDALE AUTOMOTIVE REPAIR & TIRE						
06/12/2020	2034103	OAKDALE AUTOMOTIVE REPA 146292		110-4120-424002	VEHICLE MAINTENANCE	552.99
06/30/2020	2034431	OAKDALE AUTOMOTIVE REPA 146292		622-4152-424003	VEHICLE MAINTENANCE	372.48
06/30/2020	2034431	OAKDALE AUTOMOTIVE REPA 146292		645-4160-424003	VEHICLE MAINTENANCE	372.49
06/30/2020	2034432	OAKDALE AUTOMOTIVE REPA 146292		622-4152-424003	VEHICLE MAINTENANCE	657.09
06/30/2020	2034432	OAKDALE AUTOMOTIVE REPA 146292		645-4160-424003	VEHICLE MAINTENANCE	657.1
06/30/2020	2034433	OAKDALE AUTOMOTIVE REPA 146292		622-4152-424003	VEHICLE MAINTENANCE	1842.77
07/01/2020	2034470	OAKDALE AUTOMOTIVE REPA 146292		110-2110-424003	VEHICLE MAINTENANCE	171.95
Vendor 210 - OAKDALE AUTOMOTIVE REPAIR & TIRE Total:						4626.87
Vendor: 198 - OAKDALE EMPLOYEES ASSOCIATION						
07/24/2020	INV00714	OAKDALE EMPLOYEES ASSOCI 10267		110-219-0800	OAKDALE EMPLOYEES ASSOCI	44
Vendor 198 - OAKDALE EMPLOYEES ASSOCIATION Total:						44
Vendor: 208 - OAKDALE POLICE OFFICERS ASSOCIATION						
07/24/2020	INV00713	OAKDALE POLICE OFFICERS AS 10268		110-219-0800	ASSOCIATION DUES	600
Vendor 208 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						600
Vendor: 219 - OPERATING ENGINEERS LOCAL #3						
07/24/2020	INV00720	OPERATING ENGINEERS LOCA 146322		110-219-0800	UNION DUES - OAKDALE POLI	693
07/24/2020	INV00721	OPERATING ENGINEERS LOCA 146322		110-219-0800	UNION DUES - OAKDALE MISC	747.5
Vendor 219 - OPERATING ENGINEERS LOCAL #3 Total:						1440.5
Vendor: 62 - O'REILLY AUTOMOTIVE STORES, INC.						
03/02/2020	2721-113335	O'REILLY AUTOMOTIVE STORE 146318		110-7210-424003	MISC SUPPLIES	954.59
03/04/2020	2721-113497	O'REILLY AUTOMOTIVE STORE 146318		110-7210-424003	MISC SUPPLIES	460.02
06/15/2020	2721-141816	O'REILLY AUTOMOTIVE STORE 146293		110-2110-424003	MISC SUPPLIES	102.23
06/16/2020	2721-142114	O'REILLY AUTOMOTIVE STORE 146293		119-4110-424003	MISC SUPPLIES	54.61
06/18/2020	2721-142729	O'REILLY AUTOMOTIVE STORE 146293		645-4160-424003	MISC SUPPLIES	86.8
06/23/2020	2721-143989	O'REILLY AUTOMOTIVE STORE 146293		110-2110-424003	MISC SUPPLIES	83.49
06/24/2020	2721-144414	O'REILLY AUTOMOTIVE STORE 146293		110-4120-427006	MISC SUPPLIES	104
06/29/2020	2721-145799	O'REILLY AUTOMOTIVE STORE 146293		120-3110-424003	MISC SUPPLIES	162.61
06/29/2020	2721-145801	O'REILLY AUTOMOTIVE STORE 146293		110-7210-424003	MISC. SUPPLIES	163.56
07/01/2020	2721-146301	O'REILLY AUTOMOTIVE STORE 146293		622-4152-424003	MISC SUPPLIES	115.75
07/02/2020	2721-146623	O'REILLY AUTOMOTIVE STORE 146293		110-2110-424003	MISC SUPPLIES	104.73
07/06/2020	2721-147702	O'REILLY AUTOMOTIVE STORE 146293		120-3110-424003	MISC SUPPLIES	10.82
07/06/2020	2721-147754	O'REILLY AUTOMOTIVE STORE 146318		110-4140-424003	MISC SUPPLIES	24.98
07/06/2020	2721-147889	O'REILLY AUTOMOTIVE STORE 146318		110-4140-424003	MISC SUPPLIES	42.75
07/13/2020	2721-149879	O'REILLY AUTOMOTIVE STORE 146318		622-4152-427006	MISC SUPPLIES	49.59



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 226 - PG&E						
07/01/2020	JULY 2020	PG&E	146294	110-4142-420001	48213775637	686.68
07/01/2020	JULY 2020	PG&E	146294	110-4142-420001	71657627262	572.18
07/01/2020	JULY 2020	PG&E	146294	110-7210-420001	60758610988	1475.97
07/01/2020	JULY 2020	PG&E	146294	117-7440-420001	21489565081	1421.01
07/01/2020	JULY 2020	PG&E	146294	117-7440-420001	21072898444	7.84
07/01/2020	JULY 2020	PG&E	146294	119-4110-420001	74909432291	689.56
07/01/2020	JULY 2020	PG&E	146294	120-3110-420001	74909432291	689.56
07/01/2020	JULY 2020	PG&E	146294	631-4180-420001	41595816467	672.54
07/01/2020	JULY 2020	PG&E	146294	645-4160-420001	70558644897	11513.8
07/01/2020	JULY 2020	PG&E	146294	645-4160-420001	60775846904	37006.86
Vendor 226 - PG&E Total:						54736
Vendor: 1475 - QPCS LLC						
06/02/2020	17901	QPCS LLC	146295	525-1910-425003	SUPPORT	780
Vendor 1475 - QPCS LLC Total:						780
Vendor: 1278 - RAY MORGAN COMPANY						
07/08/2020	3009695	RAY MORGAN COMPANY	146296	110-1910-423000	COPIER LEASE	81.29
07/08/2020	3009695	RAY MORGAN COMPANY	146296	110-2110-423000	COPIER LEASE	253.28
07/08/2020	3009695	RAY MORGAN COMPANY	146296	119-4110-423000	COPIER LEASE	41.92
07/08/2020	3009695	RAY MORGAN COMPANY	146296	120-3110-423000	COPIER LEASE	41.92
07/08/2020	3009695	RAY MORGAN COMPANY	146296	622-4152-423000	COPIER LEASE	41.92
07/08/2020	3009695	RAY MORGAN COMPANY	146296	645-4160-423000	COPIER LEASE	41.92
07/08/2020	3010093	RAY MORGAN COMPANY	146296	110-1910-423000	COPIER LEASE	326.76
07/08/2020	3010093	RAY MORGAN COMPANY	146296	110-2110-423000	COPIER LEASE	653.54
07/08/2020	3010093	RAY MORGAN COMPANY	146296	119-4110-423000	COPIER LEASE	163.38
07/08/2020	3010093	RAY MORGAN COMPANY	146296	120-3110-423000	COPIER LEASE	163.38
07/08/2020	3010093	RAY MORGAN COMPANY	146296	622-4152-423000	COPIER LEASE	163.39
07/08/2020	3010093	RAY MORGAN COMPANY	146296	645-4160-423000	COPIER LEASE	163.39
Vendor 1278 - RAY MORGAN COMPANY Total:						2136.09
Vendor: 01071 - ROSE MARMON PARTNERSHIP						
07/13/2020	JULY-SEPT. 2020	ROSE MARMON PARTNERSHIP	146297	110-2110-423001	STORAGE RENT	2430
Vendor 01071 - ROSE MARMON PARTNERSHIP Total:						2430
Vendor: 600 - S.J.V.A.P.C.D.						
07/02/2020	N140019	S.J.V.A.P.C.D.	146298	622-4152-425003	20/21 ANNUAL PERMITS	290
Vendor 600 - S.J.V.A.P.C.D. Total:						290
Vendor: 255 - SAFE-T-LITE OF MODESTO						
06/22/2020	367190	SAFE-T-LITE OF MODESTO	146299	622-4152-427006	MISC. SUPPLIES	34.43
06/22/2020	367190	SAFE-T-LITE OF MODESTO	146299	645-4160-427006	MISC. SUPPLIES	34.43
06/25/2020	367314	SAFE-T-LITE OF MODESTO	146299	110-4140-427006	SIGN HARDWARE	37.06
07/02/2020	367481	SAFE-T-LITE OF MODESTO	146299	110-4140-427006	ASPHALT CUTTER	106.63
Vendor 255 - SAFE-T-LITE OF MODESTO Total:						212.55



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 01047 - SAMUEL HARNED						
03/23/2020	129	SAMUEL HARNED	146300	645-4160-425003	WELL SITE #6	1800
Vendor 01047 - SAMUEL HARNED Total:						1800
Vendor: 1126 - SHERIFF'S CIVIL DIVISION						
07/24/2020	INV00719	SHERIFF'S CIVIL DIVISION	146323	110-219-1900	WAGE GARNISHMENT	118.64
Vendor 1126 - SHERIFF'S CIVIL DIVISION Total:						118.64
Vendor: 1182 - SOUTHERN COUNTIES FUELS						
06/30/2020	1642576-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1703.62
06/30/2020	1642576-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	92.67
06/30/2020	1642576-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	30.38
06/30/2020	1642576-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-42.99
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1816.59
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Diesel Fuel	598.17
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	48.67
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	96.29
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-55
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-45.88
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	31.57
06/30/2020	1644981-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	64.1
06/30/2020	1647093-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1750.58
06/30/2020	1647093-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	92.36
06/30/2020	1647093-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	30.28
06/30/2020	1647093-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-44.19
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Diesel Fuel	698.09
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1639.69
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	92.43
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	60.92
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-41.36
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-64.18
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	30.31
06/30/2020	1649825-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	80.22
06/30/2020	1652019-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	2277.25
06/30/2020	1652019-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	119.08
06/30/2020	1652019-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-57.66
06/30/2020	1652019-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	39.04
06/30/2020	1654737-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1771.41
06/30/2020	1654737-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	91.5
06/30/2020	1654737-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	30
06/30/2020	1654737-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-44.73
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1426.41
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Diesel Fuel	630.72
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	48.84



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	73.27
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-57.99
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-35.9
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	24.02
06/30/2020	1656599-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	64.32
06/30/2020	1659494-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1926.7
06/30/2020	1659494-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	100.91
06/30/2020	1659494-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	33.08
06/30/2020	1659494-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-48.7
06/30/2020	1661642-IN	SOUTHERN COUNTIES FUELS	146301	110-140-0000	Unleaded Fuel	1905.81
06/30/2020	1661642-IN	SOUTHERN COUNTIES FUELS	146301	110-217-0000	TAXES	100.74
06/30/2020	1661642-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	33.03
06/30/2020	1661642-IN	SOUTHERN COUNTIES FUELS	146301	110-218-0000	TAXES	-48.16
Vendor 1182 - SOUTHERN COUNTIES FUELS Total:						19066.33
Vendor: 270 - STANISLAUS COUNTY CLERK/RECORDER						
07/22/2020	ECAA LOAN	STANISLAUS COUNTY CLERK/F	146319	110-1910-427006	FILING FEE - NOTICE OF EXEM	57
Vendor 270 - STANISLAUS COUNTY CLERK/RECORDER Total:						57
Vendor: 275 - STANISLAUS COUNTY						
07/01/2020	FY 20/21 OAKDALE	STANISLAUS COUNTY	146303	110-1910-416005	LAFCO ANNUAL FEES	10598.04
07/07/2020	54359	STANISLAUS COUNTY	146304	110-2210-425003	JULY-SEPT 2020 SR 911 FIRE D	20493.5
Vendor 275 - STANISLAUS COUNTY Total:						31091.54
Vendor: 1368 - STANISLAUS FOUNDATION						
06/08/2020	46925	STANISLAUS FOUNDATION	146305	510-1910-436001	BENEFITS	1023.5
06/25/2020	46951	STANISLAUS FOUNDATION	146305	510-1910-436001	BENEFITS	4209
Vendor 1368 - STANISLAUS FOUNDATION Total:						5232.5
Vendor: 1163 - STAPLES BUSINESS ADVANTAGE						
06/25/2020	3449676230	STAPLES BUSINESS ADVANTAGE	146306	622-4153-427001	OFFICE SUPPLIES	39.19
06/25/2020	3449676230	STAPLES BUSINESS ADVANTAGE	146306	645-4161-427001	OFFICE SUPPLIES	39.19
06/26/2020	3449751637	STAPLES BUSINESS ADVANTAGE	146306	622-4153-427001	OFFICE SUPPLIES	30.66
06/26/2020	3449751637	STAPLES BUSINESS ADVANTAGE	146306	645-4161-427001	OFFICE SUPPLIES	30.67
Vendor 1163 - STAPLES BUSINESS ADVANTAGE Total:						139.71
Vendor: 1387 - STATE WATER RESOURCES CONTROL BOARD						
07/07/2020	09850-550-0	STATE WATER RESOURCES CONTROL BOARD	146307	622-4158-453001	DEBT SERVICE	558252.81
07/07/2020	09850-550-0	STATE WATER RESOURCES CONTROL BOARD	146307	622-4158-453002	DEBT SERVICE	280335.65
Vendor 1387 - STATE WATER RESOURCES CONTROL BOARD Total:						838588.46
Vendor: 278 - STEVES CHEVROLET-BUICK						
06/10/2020	6010198	STEVES CHEVROLET-BUICK	146308	110-2110-424003	VEHICLE MAINTENANCE	1636.95
Vendor 278 - STEVES CHEVROLET-BUICK Total:						1636.95
Vendor: 1556 - SUTTER HEALTH PLUS						
07/02/2020	1288161	SUTTER HEALTH PLUS	146309	110-219-1100	BENEFITS	52019.36
Vendor 1556 - SUTTER HEALTH PLUS Total:						52019.36
Vendor: 1328 - SWIFT LAWN & GARDEN						



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 7/11/2020 - 7/27/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
06/30/2020	7714	SWIFT LAWN & GARDEN	146310	285-6220-424009	IRRIGATION REPAIRS	2042
06/30/2020	7725	SWIFT LAWN & GARDEN	146310	285-6220-425015	MONTHLY MAINTENANCE	6206.9
06/30/2020	7726	SWIFT LAWN & GARDEN	146310	288-6242-425015	MONTHLY MAINTENANCE	258.14
06/30/2020	7727	SWIFT LAWN & GARDEN	146310	288-6244-425015	MONTHLY MAINTENANCE	797.04
06/30/2020	7728	SWIFT LAWN & GARDEN	146310	288-6243-425015	MONTHLY MAINTENANCE	529.42
06/30/2020	7793	SWIFT LAWN & GARDEN	146310	285-6220-424009	TREE WORK	350
Vendor 1328 - SWIFT LAWN & GARDEN Total:						10183.5
Vendor: 291 - TROMBETTA ELECTRICS DISTRIBUTORS						
06/26/2020	174375	TROMBETTA ELECTRICS DISTR	146311	545-2110-441005	TOWER GENERATOR PROJECT	53.24
06/29/2020	174400	TROMBETTA ELECTRICS DISTR	146311	545-2110-441005	TOWER GENERATOR PROJECT	893.25
Vendor 291 - TROMBETTA ELECTRICS DISTRIBUTORS Total:						946.49
Vendor: 1583 - TYLER TECHNOLOGIES, INC.						
06/30/2020	025-301723	TYLER TECHNOLOGIES, INC.	146312	622-4153-425012	IT SUPPORT	5218.75
06/30/2020	025-301723	TYLER TECHNOLOGIES, INC.	146312	645-4161-425012	IT SUPPORT	5218.75
Vendor 1583 - TYLER TECHNOLOGIES, INC. Total:						10437.5
Vendor: 01166 - UNITED PAVEMENT MAINTENANCE INC.- HUGHSON						
04/06/2020	10346 RET	UNITED PAVEMENT MAINTEN	146313	621-4159-442001	REHAB WWTP SLUDGE DRYIN	9748.67
Vendor 01166 - UNITED PAVEMENT MAINTENANCE INC.- HUGHSON Total:						9748.67
Vendor: 299 - UNITED WAY OF STANISLAUS						
07/24/2020	INV00722	UNITED WAY OF STANISLAUS	146324	110-219-1300	UNITED WAY OF STANISLAUS	2
Vendor 299 - UNITED WAY OF STANISLAUS Total:						2
Vendor: 1102 - VELLA, LISA						
06/30/2020	JUNE 2020	VELLA, LISA	146314	118-7340-425003	INSTRUCTOR PAYMENT	280
Vendor 1102 - VELLA, LISA Total:						280
Vendor: 308 - VERIZON WIRELESS						
06/26/2020	372078107-00002 6/26/20	VERIZON WIRELESS	146315	110-2110-420003	TELEPHONE	570.15
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	110-4120-420004	TELEPHONE	77.67
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	110-4140-425003	TELEPHONE	41.92
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	119-4110-420004	TELEPHONE	84.62
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	120-3130-420004	TELEPHONE	100.86
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	622-4151-420004	TELEPHONE	323.64
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	622-4152-420004	TELEPHONE	659.67
06/26/2020	570624185-00001 6/26/20	VERIZON WIRELESS	146315	645-4160-420004	TELEPHONE	693.95
06/26/2020	870628391-00001 6/26/20	VERIZON WIRELESS	146315	110-1910-420003	TELEPHONE	228.16
06/26/2020	870628391-00001 6/26/20	VERIZON WIRELESS	146315	110-2110-420003	TELEPHONE	355.06
Vendor 308 - VERIZON WIRELESS Total:						3135.7
Vendor: 1131 - WESTERN PLUMBING						
06/30/2020	20-7269	WESTERN PLUMBING	146316	110-7210-427006	SERVICE CALL	128
Vendor 1131 - WESTERN PLUMBING Total:						128
Grand Total:						2056696.66

AGENDA ITEM 9.3:

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



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: August 3, 2020
To: Mayor and City Council
From: Colleen Andersen, Management Analyst
Reviewed by: Jeff Gravel, Public Services Director
Subject: Consideration of a Resolution to Approve the Community Development Block Grant SubRecipient Agreement Between the County of Stanislaus and the City of Oakdale and Authorize the City Manager to Execute the Community Development Block Grant SubRecipient Agreement for FY 2020-2021

I. BACKGROUND

In 2002, Stanislaus County was designated an Urban County by the Federal Housing and Urban Development Department (HUD). With this designation, Stanislaus County qualifies as an “entitlement” jurisdiction which means that the County receives Community Development Block Grant (CDBG) funds from HUD without participating in the competitive application process. Currently, Stanislaus County, along with the cities of Ceres, Hughson, Newman, Oakdale, Riverbank, Patterson, and Waterford, form what is known as the Stanislaus County Community Development Block Grant (CDBG) Consortium.

Stanislaus County applied for and qualified to receive a \$2,310,165 entitlement grant for FY 2020/2021. The consortium members desire that CDBG entitlement funds received by the County as an “Urban County” be shared proportionally, as determined by poverty and population formulas.

II. DISCUSSION

The Stanislaus Urban County has forwarded the CDBG SubRecipient Agreement (Attachment B) for approval and execution. The CDBG activities approved by City Council on May 4, 2020, in the Annual Action Plan will remain the same and the allocation will be distributed as follows:

Jurisdiction	Activities	Administration
Stanislaus County	\$344,263	\$340,455
Ceres	\$219,870	\$13,797
Hughson	\$165,187	\$13,797
Newman	\$152,110	\$13,797
Oakdale	\$170,901	\$13,797
Riverbank	\$147,549	\$13,797
Patterson	\$183,508	\$13,797
Waterford	\$233,726	\$13,797
Total Allocation	\$1,617,114	\$437,034

III. FISCAL IMPACTS

There is no impact to the City General Fund as all specific projects and activities are funded through HUD’s FY 2020/2021 CDBG grant allocation.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: 2020-2021 CDBG SUBRECIPIENT AGREEMENT
MEETING DATE: August 3, 2020

IV. RECOMMENDATION

The City Council adopt the attached resolution to approve the Community Development Block Grant SubRecipient Agreement between the County of Stanislaus and the City of Oakdale and authorize the City Manager to execute the Community Development Block Grant SubRecipient Agreement for FY 2020/2021.

V. ATTACHMENTS

Attachment A: Draft Resolution 2020-XX
Attachment B: CDBG SubRecipient Agreement for FY 2020/2021



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2020-XX**

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT
AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF OAKDALE AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CDBG SUBRECIPIENT AGREEMENT
FOR FISCAL YEAR 2020-2021**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the Stanislaus County Community Development Block Grant (CDBG) Program Consortium which includes the cities of Ceres, Hughson, Newman, Oakdale, Riverbank, Patterson and Waterford and unincorporated areas of Stanislaus County has been granted a total allocation of \$2,310,165 and,

WHEREAS, the City of Oakdale chooses to participate in the entitlement process thereby receiving a portion of the CDBG entitlement grant to Stanislaus County and participating jurisdictions; and,

WHEREAS, the City of Oakdale allocation of CDBG funds is \$184,698 (\$170,901 for CDBG project activities and \$13,797 to administer) for 2020-2021 Fiscal Year; and

WHEREAS, on May 4, 2020 the Oakdale City Council and approved the Annual Action Plan with activities eligible under HUD guidelines,

NOW, THEREFORE, BE IT RESOLVED that the **CITY OF OAKDALE CITY COUNCIL** approves the Community Development Block Grant SubRecipient Agreement between the County of Stanislaus and the City of Oakdale and authorizes the City Manager to execute the CDBG SubRecipient Agreement for FY 2020-2021.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 3rd DAY OF AUGUST 2020 by the following vote:

AYES:	COUNCIL MEMBERS:	()
NOES:	COUNCIL MEMBERS:	()
ABSENT:	COUNCIL MEMBERS:	()
ABSTAINED:	COUNCIL MEMBERS:	()

SIGNED:

ATTEST:

J.R. McCarty, Mayor

Rouzé Roberts, City Clerk

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford (the “City” individually or “Cities” collectively) on July 1, 2020.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2020-2021 (July 1, 2020 to June 30, 2021) in the amount \$2,310,165 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant (“CDBG”) from the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the “Act”); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. **2020-0216** County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an “Urban County” be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. FUNDING PROVISIONS

1.1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$ 344,263
Ceres	\$ 219,870
Hughson	\$ 165,187
Newman	\$ 152,110
Oakdale	\$ 170,901
Patterson	\$ 183,508
Riverbank	\$ 147,549
Waterford	\$ 233,726
TOTAL	\$ 1,617,114

1.2. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2020-2021 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- (1) An amount not to exceed \$462,034 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$ 340,455
Ceres	\$ 13,797
Hughson	\$ 13,797
Newman	\$ 13,797
Oakdale	\$ 13,797
Patterson	\$ 13,797
Riverbank	\$ 13,797
Waterford	\$ 13,797
TOTAL	\$ 437,034

- (2) An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 1.3. An amount not to exceed fifteen percent of the total Fiscal Year 2020-2021 CDBG entitlement funds, \$231,017, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.
- 1.4. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.
- 1.5. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.
- 1.6. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2020-2021 Stanislaus Urban County Annual Action Plan.
- 1.7. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- 1.8. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.
- 1.9. If the Cities have any unspent CDBG administration funds by June 30, 2021 those funds will be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

2. SCOPE OF WORK

2.1. **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2020-2021 Stanislaus Urban County Annual Action Plan, as certified by HUD.

2.2. **Term.** This Agreement shall be in effect until June 30, 2021, or until all Fiscal Year 2020-2021 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

3. COMPENSATION

3.1. **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

3.2. **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2020 (2) A second draw by January 15, 2021; (3) A third draw by April 16, 2021; and (4) A fourth and final draw by July 6, 2021. Additional draws may be required and shall be provided as requested by the County. .

3.3. **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

3.4. **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

3.5. **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

4. USE OF FUNDS

4.1. **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

4.2. **Compliance with Local Code.** City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

4.3. **Ineligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

4.4. **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

4.5. **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

4.6. **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 4.1. of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

5. PROGRAM ACTIVITY ELIGIBILITY

5.1. **General Eligibility.** Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

5.2. **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

5.3. **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County.

5.4. **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

6. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

6.1. **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

6.2. **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

6.3. **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

6.4. **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.5. **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

6.6. **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.7. **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

6.8. **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2020-2021 and previous fiscal years. City agrees to provide additional audits upon request.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

7.1. **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

7.2. **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

7.3. **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

8.1. **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

8.2. **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1. **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or

disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

9.2. Equal Participation of Religious Organizations. Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9.3. HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

9.4. Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

9.5. Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

9.6. Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

9.7. Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

10. CONSTRUCTION CONTRACTS

10.1. Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall

pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland “Anti-Kickback” Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10.2. **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

11. CONFLICTS OF INTEREST

11.1. **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2. **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3. **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4. **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. **DRUG-FREE WORKPLACE**

12.1. **Drug-free Workplace.** City will maintain a drug free workplace and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

13. **ENVIRONMENTAL LAW COMPLIANCE**

13.1. **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

13.2. **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14. **TERMINATION OF SERVICES & REVERSION OF ASSETS**

14.1. **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

14.2. **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

15. GENERAL TERMS AND CONDITIONS

15.1. **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

15.2. **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

15.3. **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15.4. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15.5. **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

15.6. **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 15.3. or 15.4.

15.7. **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

15.8. **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

15.9. **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

15.10. **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

{Signatures begin on the following page.}

COUNTY OF STANISLAUS:

By _____
Jody Hayes
Chief Executive Officer

_____ Dated

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 

Angela Freitas (Jul 10, 2020 19:04 PDT)
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 

G. Michael Ziman
Deputy County Counsel

CITY OF OAKDALE:

By _____
J.R. McCarty
Mayor

_____ Dated

ATTEST:

By _____
Rouze Roberts
City Clerk

APPROVED AS TO CONTENT:

By _____
Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning and Building
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: August 3, 2020
To: Mayor McCarty and Members of the Oakdale City Council
From: Michael Renfrow, Senior Engineering Technician
Reviewed by: Jeff Gravel, Public Services Director
Subject: **Consider a Resolution Approving Grant Deed Actions from Douglas Vincent Hummer Properties to City of Oakdale Right-of-Way**

I. BACKGROUND/DISCUSSION

On July 20, 2020 the Oakdale City Council, in partnership with Visionary Home Builders of California, Inc., (Visionary) and the Stanislaus Housing Authority, authorized Neighborhood Stabilization Fund and Housing Fund expenditures in the amount of \$280,000 to complete a full width Pedersen Roadway between East J Street and Sierra Road.

Visionary was able to negotiate a deal with Douglas Vincent Hummer (Property Owner), owner of two parcels on Pedersen Road; a single-family residence (APN 064-022-006) and the other a trucking company (APN 064-022-007).

The property owner agreed to grant right-of-way along both property frontages to the City, 4,208 square feet from APN 064-022-006 and 6,404 from APN 064-022-007 to allow Visionary to complete improvements on the east side of Pedersen Road.

Visionary was not required to construct the east side roadway improvements as part of their project approvals but they recognize the benefits to the community to try to build a complete roadway at this time. With the acquisition of additional right-of-way on the east side of the road, Visionary is now able to build a wider road but also one that will have curb, gutter and sidewalk on both sides of the street.

The images on the following pages illustrate the areas requiring action.

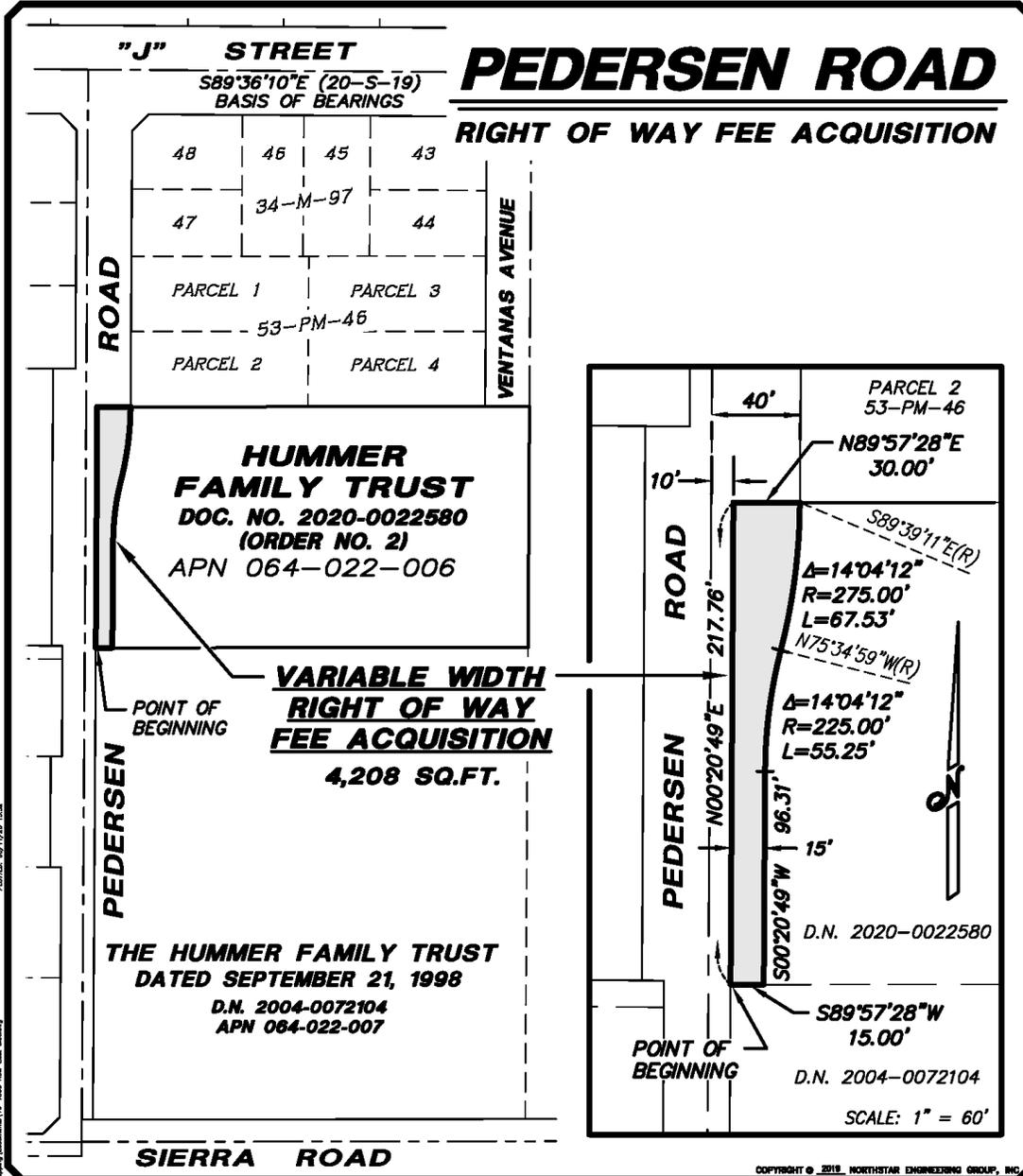
Douglas Vincent Hummer Properties to City of Oakdale Right-of-Way



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Grant Deeds- Hummer to City of Oakdale
 MEETING DATE: August 3, 2020

APN 064-022-006



DATE PLOTTED: 06/11/20 11:52
 DATE PRINTED: 06/11/20 11:52
 PLOT SCALE: 1"=60'
 PLOT SHEET: 01 OF 01
 PLOT TITLE: PLAT TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT 'B'
 PLOT JOB: J16-1866
 PLOT DATE: 06/11/20
 PLOT SCALE: AS SHOWN
 PLOT DRAWN: NC
 PLOT DESIGNED: NC
 PLOT CHECKED: NC
 PLOT SHEET: 01 OF 01

NorthStar
 Engineering Group, Inc.
 • CIVIL ENGINEERING • SURVEYING • PLANNING •
 620 12th Street Modesto, CA 95354
 (209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY
LEGAL DESCRIPTION
EXHIBIT 'B'
 BEING A PORTION OF THE LANDS DESCRIBED IN DOCUMENT No.
 2020-0022580, S.C.R., NE 1/4 SEC. 14, T2S, R10E, M.D.M.
OAKDALE STANISLAUS COUNTY CALIFORNIA

JOB:	J16-1866
DATE:	06/11/20
SCALE:	AS SHOWN
DRAWN:	NC
DESIGNED:	NC
CHECKED:	NC
SHEET:	01 OF 01



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Grant Deeds- Hummer to City of Oakdale
MEETING DATE: August 3, 2020

II. FISCAL IMPACT

There is no impact to the General Fund.

III. RECOMMENDATION

Staff recommends that the City Council adopt the Resolution Approving Grant Deed Actions from Douglas Vincent Hummer Properties to City of Oakdale Right-of-Way.

IV. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-__
Attachment B: Legal and Plats



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2020-__**

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING GRANT DEED ACTIONS FROM DOUGLAS VINCENT HUMMER
PROPERTIES TO CITY OF OAKDALE RIGHT-OF-WAY**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Visionary Home Builders of California, Inc., (Visionary) was able to negotiate a deal with Douglas Vincent Hummer (Property Owner), owner of two parcels on Pedersen Road; a single-family residence (APN 064-022-006) and the other a trucking company (APN 064-022-007); and

WHEREAS, the property owner agreed to grant right-of-way to the City along both property frontages to allow Visionary to complete improvements on the east side of Pedersen Road; and

WHEREAS, with the acquisition of additional right-of-way on the east side of the road, Visionary is now able to build a wider road but also one that will have curb, gutter and sidewalk on both sides of the street; and

WHEREAS, Douglas Vincent Hummer Grants 4,208 square feet of right-of-way from APN 064-022-006 to the City of Oakdale and Douglas Vincent Hummer Grants 6,404 square feet of right-of-way from APN 064-022-007 to the City of Oakdale; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby approves Grant Deed Actions from Douglas Vincent Hummer Properties to City of Oakdale Right-of-Way.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 3RD DAY OF AUGUST, 2020, by the following vote:

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

SIGNED:

J.R. McCarty, Mayor

ATTEST:

Rouzé Roberts, City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, RETURNED TO:**

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

Exempt from Recording Fees (Gov. Code§ 6103, 27383) Space Above This Line Reserved for Recorder's Use.

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$0 (Rev. & Taxation Code§ 11922)

APN: 064-022-006

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Vincent M. Hummer, Trustee of the Hummer Family Trust Dated September 21, 1998
("GRANTOR")

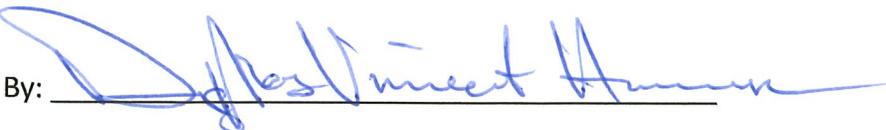
Hereby, **GRANTS** to the

City of Oakdale, a municipal corporation ("GRANTEE")

Fee title to that certain real property in the City of Oakdale, County of Stanislaus, State of California, legally described in **Exhibit "A"** hereto and depicted in **Exhibit "B"**, hereto.

Executed this 9 day of July 2020.

GRANTOR:

By: 

Print Name: Douglas Vincent Hummer, successor Trustee

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.

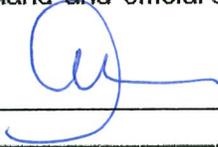
State of California)
County of Stanislaus)

On 07/09/2020 before me, Lyndi Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared - Douglas Vincent Hummer -
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"
LEGAL DESCRIPTION

VARIABLE WIDTH RIGHT OF WAY FEE ACQUISITION

ALL that certain real property, being a portion of the property described as Order No. 2 in Order Authorizing and Directing Conveyance of Real Property into the Trust, filed for record March 30, 2020 as Document No. 2020-0022580, Stanislaus County Records, and situate in the Northeast quarter of Section 14, Township 2 South, Range 10 East, Mount Diablo Meridian, City of Oakdale, County of Stanislaus, State of California, being more particular described as follows:

BEGINNING at the Southwest corner of said Order No. 2, being also a point on the East Right of Way line of Pedersen Road, said point of beginning is 10.00 feet distant at right angles from the centerline of Pedersen Road; thence

Northerly, parallel with said centerline and along the West line of said Order No. 2, being also said East Right of Way line, North $00^{\circ}20'49''$ East 217.76 feet to the Northwest Corner of said Order No. 2; thence

Easterly, along the North line of said Order No. 2, being also said East Right of Way line, North $89^{\circ}57'28''$ East 30.00 feet to a point which is 40.00 feet distant at right angles from the centerline of Pedersen Road, said point being also the beginning of a non-tangent curve, concave to the Northwest, having a radius of 275.00 feet to which beginning a radial line bears South $89^{\circ}39'11''$ East and having a central angle of $14^{\circ}04'12''$; thence

Southwesterly, along the arc of said curve, 67.53 feet to the beginning of a reverse curve, concave to the Southeast, having a radius of 225.00 feet to which beginning a radial line bears North $75^{\circ}34'59''$ West and having a central angle of $14^{\circ}04'12''$; thence

Southeasterly, along the arc of said curve, 55.25 feet to a point which is 25.00 feet distant at right angles from the centerline of said Pedersen Road; thence

Southerly, parallel with said centerline, South $00^{\circ}20'49''$ West 96.31 feet to a point on the South line of said Order No. 2; thence

Westerly, along the South line of said Order No. 2, South $89^{\circ}57'28''$ West 15.00 feet to the point of beginning.

Containing 4208 square feet more or less

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.


Nicole Cannella, P.L.S. 9099



6.11.20

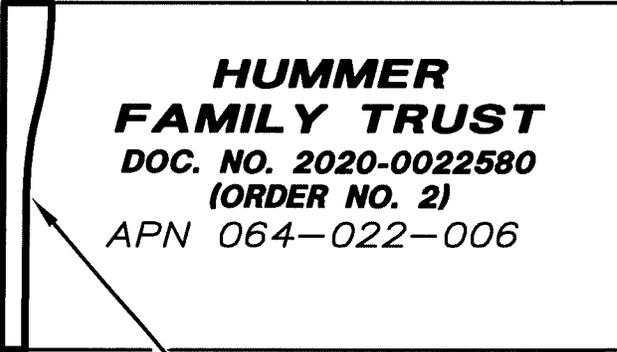
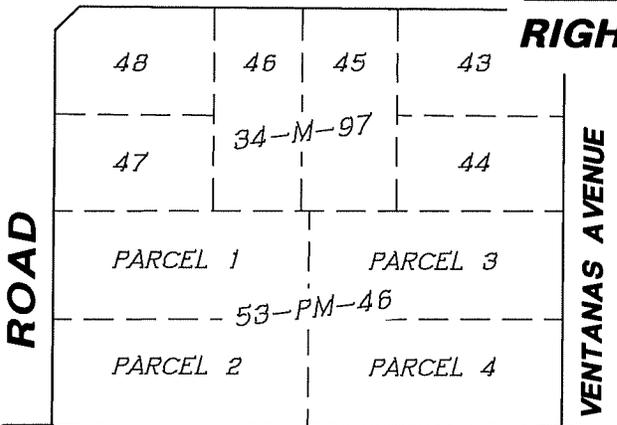
The Basis of Bearings for this description is South $89^{\circ}36'10''$ East for the centerline of 'J' Street, as shown on that certain map, filed for record on June 19, 1991 in Book 20 of Surveys, at Page 19, Stanislaus County Records.

"J" STREET

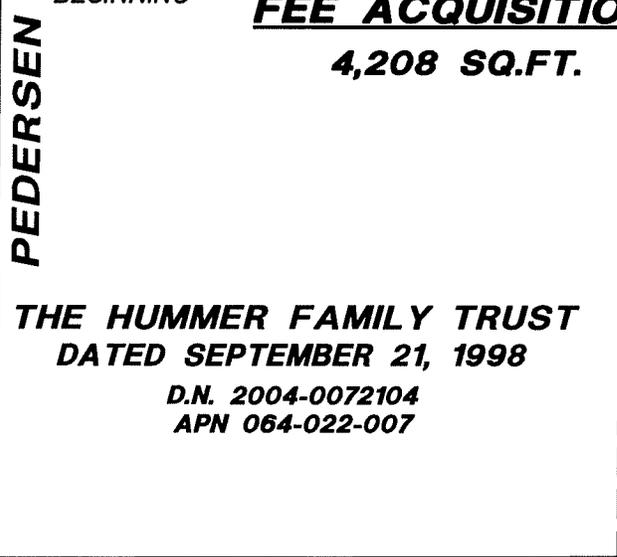
S89°36'10"E (20-S-19)
BASIS OF BEARINGS

PEDERSEN ROAD

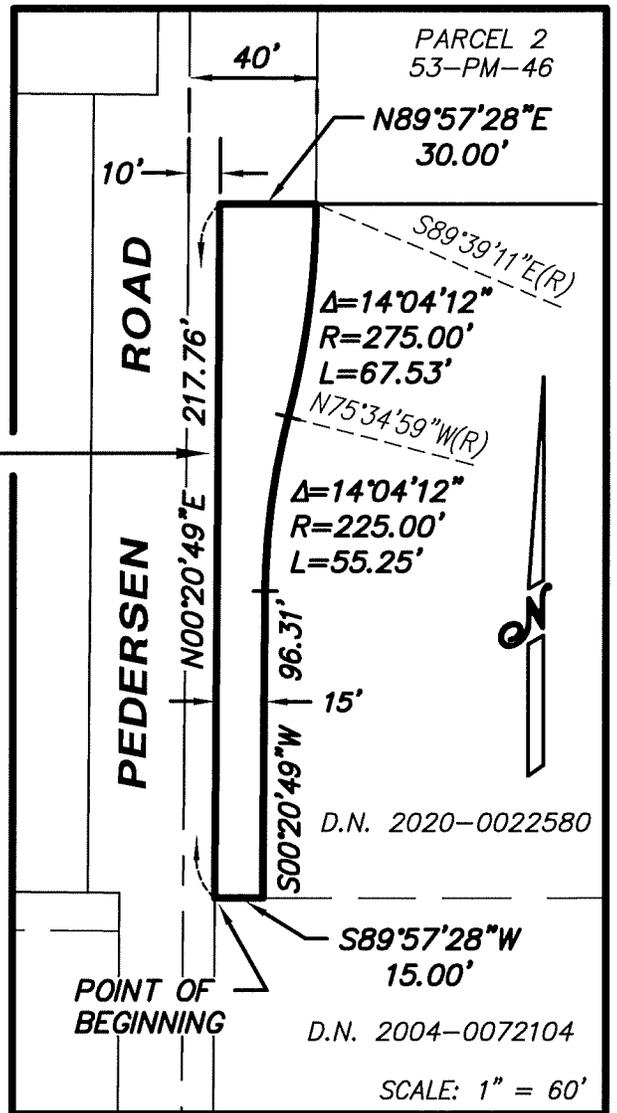
RIGHT OF WAY FEE ACQUISITION



**VARIABLE WIDTH
RIGHT OF WAY
FEE ACQUISITION**
4,208 SQ.FT.



SIERRA ROAD



COPYRIGHT © 2019 NORTHSTAR ENGINEERING GROUP, INC

DWC NAME: K:\16-1866-0866-05 (J16-1866) (NorthStar) (DWG) (Maping) (Examinant) 15-1866 ROW East side.dwg PLOTTED: 06/11/20 15:59

NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT 'B'

BEING A PORTION OF THE LANDS DESCRIBED IN DOCUMENT No.
2020-0022580, S.C.R., NE 1/4 SEC. 14, T2S, R10E, M.D.M.
OAKDALE STANISLAUS COUNTY CALIFORNIA

JOB:	J16-1866
DATE:	06/11/20
SCALE:	AS SHOWN
DRAWN:	NC
DESIGN:	NC
CHK'D:	NC

SHEET
01
OF 01

**RECORDING REQUESTED BY AND WHEN
RECORDED, RETURNED TO:**

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

Exempt from Recording Fees (Gov. Code§ 6103, 27383) Space Above This Line Reserved for Recorder's Use.

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$0 (Rev. & Taxation Code§ 11922)

APN: 064-022-007

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Vincent M. Hummer, Trustee of the Hummer Family Trust Dated September 21, 1998
("GRANTOR")

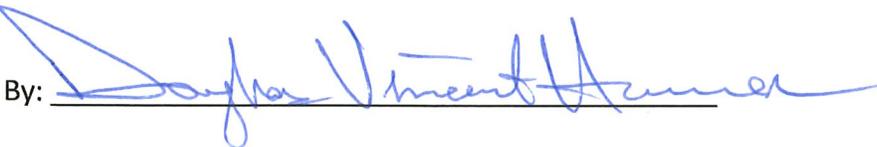
Hereby, **GRANTS** to the

City of Oakdale, a municipal corporation ("GRANTEE")

Fee title to that certain real property in the City of Oakdale, County of Stanislaus, State of California, legally described in **Exhibit "A"** hereto and depicted in **Exhibit "B"**, hereto.

Executed this 9 day of July 2020.

GRANTOR:

By: 

Print Name: Douglas Vincent Hummer, Successor Trustee

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)

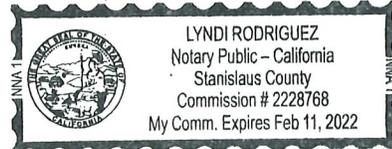
On 07/09/2020 before me, Lyndi Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared - Douglas Vincent Hummer -
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"
LEGAL DESCRIPTION

VARIABLE WIDTH RIGHT OF WAY FEE ACQUISITION

ALL that certain real property, being a portion of the lands described in Quitclaim Deed to Vincent M. "Fritz" Hummer and Dorothy L. Hummer, as co-trustees for THE HUMMER FAMILY TRUST dated September 21, 1998, filed for record May 12, 2004 as Document No. 2004-0072104, Stanislaus County Records, and situate in the Northeast quarter of Section 14, Township 2 South, Range 10 East, Mount Diablo Meridian, City of Oakdale, County of Stanislaus, State of California, being more particular described as follows:

BEGINNING at the Northwest corner of said Quitclaim Deed, being also a point on the East Right of Way line of Pedersen Road, said point of beginning is 10.00 feet distant at right angles from the centerline of Pedersen Road; thence

Easterly, along the North line of said Quitclaim Deed, North 89°57'28" East 15.00 feet to a point which is 25.00 feet distant at right angles from the centerline of said Pedersen Road; thence

Southerly, parallel with said centerline, South 00°20'49" West 422.13 feet; thence

Southeasterly, South 44°52'03" East 5.95 feet to a point on the South line of said Quitclaim Deed, being also the North Right-of-Way line of Sierra Road, said point being 20.00 feet distant at right angles from the centerline of Sierra Road; thence

Westerly, parallel with said centerline and along the South line of said Quitclaim Deed, being also said North Right-of-Way line, South 89°55'04" West 19.23 feet to the Southwest corner of said Quitclaim Deed, being also the East Right of Way line of Pedersen Road, last said corner being 10.00 feet distant at right angles from the centerline of Pedersen Road; thence

Northerly, parallel with said centerline and along the West line of said Quitclaim Deed, being also said East Right of Way line, North 00°20'49" East 426.37 feet to the point of beginning.

Containing 6404 square feet more or less

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.



Nicole Cannella, P.L.S. 9099



6.11.20

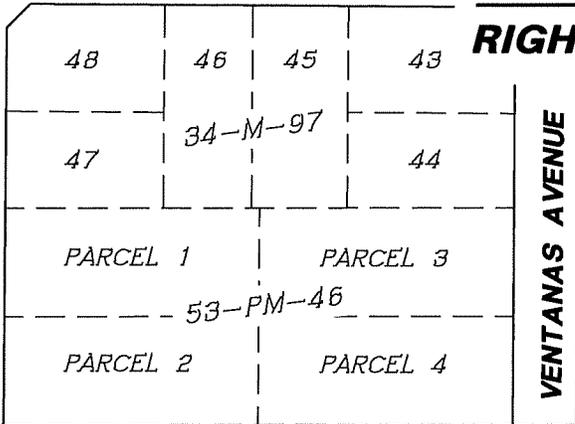
The Basis of Bearings for this description is South 89°36'10" East for the centerline of 'J' Street, as shown on that certain map, filed for record on June 19, 1991 in Book 20 of Surveys, at Page 19, Stanislaus County Records.

"J" STREET

S89°36'10"E (20-S-19)
BASIS OF BEARINGS

PEDERSEN ROAD

RIGHT OF WAY FEE ACQUISITION

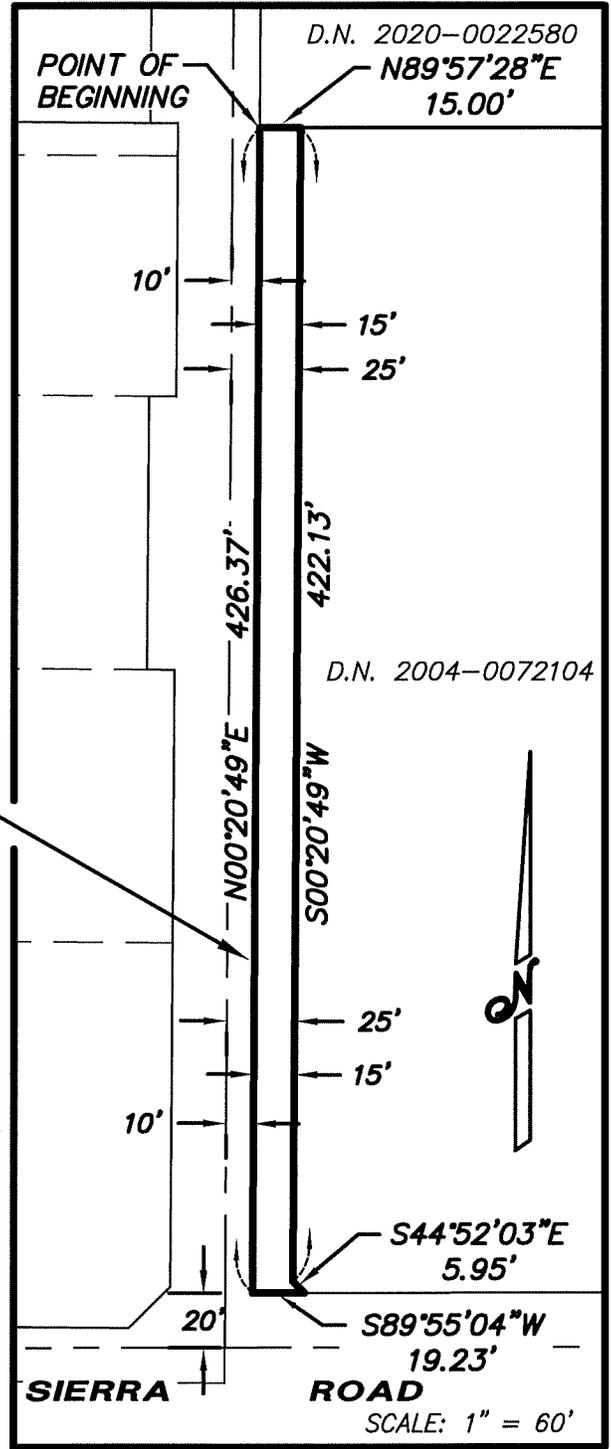


HUMMER FAMILY TRUST
D.N. 2020-0022580
(ORDER NO. 2)
APN 064-022-006

POINT OF BEGINNING

**VARIABLE WIDTH
RIGHT OF WAY
FEE ACQUISITION**
6,404 SQ.FT.

**THE
HUMMER FAMILY
TRUST**
DATED SEPTEMBER 21, 1998
DOC. NO. 2004-0072104
APN 064-022-007



COPYRIGHT © 2019 NORTHSTAR ENGINEERING GROUP, INC

DATE: 06/11/20 13:52
 D:\NAME: K:\16-1866 Oakland 58 (with Senior Housing) (DWG) Mapping [Examinations] 16-1866 ROW East side.dwg

NorthStar
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT 'B'

BEING A PORTION OF THE LANDS DESCRIBED IN DOCUMENT No.
2004-0072104, S.C.R., NE 1/4 SEC. 14, T2S, R10E, M.D.M.

OAKDALE STANISLAUS COUNTY CALIFORNIA

JOB:	J16-1866
DATE:	06/11/20
SCALE:	AS SHOWN
DRAWN:	NC
DESIGN:	NC
CHK'D:	NC
SHEET	01 OF 01



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: August 30, 2020

To: Mayor McCarty and Members of the Oakdale City Council

From: Jeff Gravel, Public Services Director

Subject: Consideration of a Resolution of the City of Oakdale City Council Authorizing Alley Tree and Landscape, Inc. for the Pruning of 71 Chinese Pistache Street Trees in the Live Oak Subdivision in the amount of \$12,000.00 Funds from Landscaping and Lighting Maintenance District Fund 288

I. BACKGROUND

The Live Oak Subdivision was constructed in 2003 and is located on Green Haven Drive, Oak Branch Street and Grand Oak Way.



II. DISCUSSION

The trees within the Live Oak Subdivision are in need of pruning in order to help maintain the tree's structure and avoid the risk of broken limbs and falling branches. City staff requested a proposal from Alley Tree and Landscape (Contractor) to provide tree trimming within the Live Oak LLMD area. The work will include height reduction, raising



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Agreement with Alley Tree and Landscape, Inc. for Live Oak LLMD Tree Trimming
MEETING DATE: August 3, 2020

canopies over the street and sidewalks and tree shaping as needed, for 71 Chinese Pistache trees.



III. FISCAL IMPACT

The project will be funded by the Live Oak LLMD Fund 288.

IV. RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing; Alley Tree and Landscape, Inc. for the Pruning of 71 Chinese Pistache Street Trees in the Live Oak Subdivision in the amount of \$12,000.00 Funds from Landscaping and Lighting Maintenance District Fund 288.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-__



ATTACHMENT A

**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2020-___**

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING; ALLEY TREE AND LANDSCAPE, INC. FOR THE PRUNING OF 71
CHIENESE PISTACHE STREET TREES IN THE LIVE OAK SUBDIVISION
IN THE AMOUNT OF \$12,000 FUNDED BY LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT FUND 288**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the street trees within the Live Oak Subdivision are in need of pruning to maintain the tree's structure and avoid the risk of broken limbs and falling branches; and,

WHEREAS, Alley Tree and Landscape, Inc., provided a proposal in the amount of \$12,000 to provide tree trimming and thinning for 71 Chinese Pistache trees within the Live Oak LLMD Subdivision; and

WHEREAS, the project will be funded by the Live Oak LLMD Fund 288; and

WHEREAS, staff recommends that the City Council adopt the Resolution authorizing; Alley Tree and Landscape, Inc. to provide tree trimming and thinning services for 71 Chinese Pistache trees within the Live Oak LLMD Subdivision in the amount of \$12,00.00, and,

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby adopts the Resolution authorizing; Alley Tree and Landscape, Inc. to provide tree trimming and thinning services for 71 Chinese Pistache trees within the Live Oak LLMD Subdivision in the amount of \$12,000.00, funds from Live Oak LLMD Fund 288.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 3RD DAY OF AUGUST, 2020 by the following vote:

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

SIGNED:

ATTEST:

J.R. McCarty, Mayor

Rouzé Roberts, City Clerk



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: August 3, 2020
To: Mayor and Members of the City Council
From: Patrick Mondragon, Assistant to the City Manager
Reviewed by: Bryan Whitemyer, City Manager
Subject: Code Enforcement Measures to Ensure COVID-19 Business Compliance

I. BACKGROUND

On July 13, 2020, California Governor Gavin Newsom issued new guidance restricting the operations of certain business establishments in response to COVID-19. Some of these changes include the requirement for outdoor dining only at restaurants, closure of bars, brewpubs, breweries, and pubs, both indoors and outdoors, unless they are offering sit-down, outdoor dine-in meals, face mask requirements for both business employees and customers, in-person education, and closure of indoor fitness/gym operations.

This guidance and these changes have caused businesses to operate differently, and as many are aware, since the initial COVID-19 outbreak, policies and requirements have changed multiple times, making this an ever-fluid situation that the City of Oakdale Staff works very hard to stay on top of, ensuring that we stay compliant, and working with our hard working local businesses, who we know that during this time are struggling just to stay in business.

Our number one approach has been, and continues to be, outreach and education with our local businesses, many of whom have been more than compliant and are doing everything they can to operate within the established parameters. Staff would like to brief the City Council and members of the public on steps that we have taken and how we respond to complaints received regarding business compliance as it pertains to COVID-19.

II. DISCUSSION

The City of Oakdale Code Enforcement team, which consists of one Code Enforcement Officer and one Manager, responds to each and every COVID-19 business complaint that we receive. We take each one seriously and do our best to provide education and awareness to business owners, working with them to achieve compliance. That being said, these are some of the steps that we have taken and are prepared to continue taking to address said complaints. Once a complaint is received, either directly by a member of the public, or through the Stanislaus County reporting mechanism, our Code Enforcement team



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

reviews the complaint, and makes initial contact with the business owner, either by phone, email, or in person. Our Code Enforcement team maintains a file on each case, tracking compliance. This file includes the business, their address, the owner's name and contact, an assigned case number, contacted date and time, follow-up inspection date and times, county or local complaint, and the date that the issue was resolved.

We have received complaints for various businesses, to include restaurants, nail salons, barber shops, fitness centers, and gymnasiums. Although the City of Oakdale follows a standardized approach in dealing with these complaints, we realize that each and every situation is unique, and there are many factors that must be considered, with overall health and safety being the number one priority.

The City of Oakdale takes the following progressive approach with our businesses. The first step is education and awareness, with a follow-up inspection. During initial contact, businesses are provided with policy guidance, to include the California Department of Public Health Orders. If compliance is not achieved within the established parameters, the next step in the Code Enforcement process is a Cease and Desist letter given to the business owner, and another follow-up inspection. If after these measures have been exhausted and compliance is still not achieved, the next step in the Code Enforcement process is Administrative Fines. These Administrative Fines are pursuant to Government Code 8665, Health and Safety Code 120275, and Oakdale Municipal Code. At the beginning of COVID-19, prior to the July 13, 2020 Governors mandate, the City of Oakdale Code Enforcement Division responded to a total of 65 complaints. Following the new Public Health Order and revised Governor's Guidance, the City of Oakdale Code Enforcement Division has responded to 25 complaints. Out of those 25 complaints, five of the complaints were for businesses outside of the City limits. Additionally, four contacts were made via the Biz Support email that was established.

There are nearly 1,000 businesses that call Oakdale home. Currently, our Code Enforcement Team is working with four businesses to help bring them into compliance. The City of Oakdale Code Enforcement Staff will continue to take each and every complaint received seriously, and work to ensure all businesses are in compliance with current orders, policies, and regulations, as set forth by local and state guidance and public health orders.

III. FISCAL IMPACT

Not applicable.

IV. RECOMMENDATION

No recommendation required. This is an informational Staff Report.

V. ATTACHMENTS

None.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: August 3, 2020

To: Mayor McCarty and Members of the Oakdale City Council

From: Bryan Whitemyer, City Manager

Subject: An Urgency Ordinance of the Oakdale City Council Authorizing the Outdoor Operation of a Qualifying Business Pursuant to a Special Temporary Outdoor Operations Permit

I. BACKGROUND

COVID-19 is a global health crisis that endangers the public health and safety of the City of Oakdale (the “City”) residents. To limit COVID-19 transmission, the Governor of the State of California (the “Governor”) issued Executive Order N-33-20 (the “Executive Order”) ordering all State of California (the “State”) residents to shelter in place, except as needed to obtain or provide essential services. The County of Stanislaus (the “County”) Health Officer also issued an order requiring all County residents to shelter in place except as needed to obtain and provide essential services (the “County Health Order”). As a result of the Executive Order and the County Health Order, businesses not deemed essential were required to close their onsite operations.

On May 4, 2020, the Governor announced that the State will move to a “Stage 2” modification of the Executive Order, allowing for businesses identified as having a lower risk of COVID-19 transmission to reopen in accordance with State guidelines that were issued on May 7, 2020.

On July 13 2020, the State ordered Counties that currently appear on California Department of Public Health County Monitoring List that subsequently appear for three consecutive days or more while this order remains effective, must close all indoor operations of the following types of businesses/events/activities: restaurants, wineries and tasting rooms, family entertainment centers, movie theaters, zoos and museums, cardrooms, gyms and fitness centers, places of worship, offices for non-critical sectors, personal care services (including nail salons, massage parlors, and tattoo parlors) hair salons, barbershops, and malls.

II. DISCUSSION

Even under the “Stage 2” modification of the Executive Order some qualifying businesses are not yet authorized provide services indoors. However, the proposed Ordinance establishes a permit framework for qualifying businesses to operate outdoors once certain restrictions are lifted at the State and County levels.

To limit the spread of COVID-19, the Ordinances authorizes certain qualifying businesses to operate outdoors and only in compliance with State and County guidelines. In order to ensure compliance with State and County guidelines, the Ordinance will require the qualifying business to apply for and obtain a special temporary outdoor operations permit from the Public Services Department. The Public Services Department may approve an application and issue a temporary outdoor operations permit only if the business will comply with State and County reopening guidelines, and the public health and safety will not be



threatened. The Public Services Director is authorized to implement traffic control measures on neighborhood streets and arterial roadways to include enforcement of advisory speeds, road closures, and to reduce traffic to ensure safety for residents practicing social and physical distancing. The Ordinance provides that the terms, conditions and validity of the business conditional use permit will not be affected to ensure that they may continue to operate under the terms of any conditional use permit issued to them. To allow for City enforcement, the Ordinance provides that violations of the Ordinance constitute a public nuisance and shall be subject to Chapter 19, Article III, Property Maintenance and Public Nuisances, of the Oakdale Municipal Code, as amended by this Ordinance.

Importantly, this Ordinance is prospective in nature. It will not authorize a particular business or industry sector to operate unless and until that business or industry sector is authorized to operate under State and County Orders. All businesses must be in full compliance with all State and County Orders regarding reopening. Individual businesses must be able to present proof of compliance with the applicable State and County orders upon request by the enforcement official as authorized in the Ordinance.

III. ENVIRONMENTAL DETERMINATION

The California Environmental Quality Act requires environmental review only if a public agency action constitutes a “project.” (Pub. Res. Code § 21065.) The Ordinance is not a “project”, since it does not have the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Code Regs., tit. 14, § 15064, subd. (d).)

IV. RECOMMENDATION

Staff recommends that the City Council adopt the Ordinance as proposed.

Alternatives:

- 1) Continue the item to a later meeting of the City Council and provide direction to staff for any changes; or
- 2) Reject the Ordinance entirely.

V. ATTACHMENTS

Attachment A: Draft Special Temporary Outdoor Operations Permit Ordinance ____

Attachment B: Temporary Outdoor Operations Permit Application

Exhibit A: Indemnity Agreement

Exhibit B: ABC COVID-19 Temporary Catering Authorization Application



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKDALE,
AUTHORIZING THE OUTDOOR OPERATION OF A QUALIFYING
COMMERCIAL BUSINESS PURSUANT TO A SPEICAL TEMPORARY
OUTDOOR OPERATIONS PERMIT AND GRANTING THE CITY MANAGER
TEMPORARY LAND USE AUTHORITY TO IMPLEMENT THE OUTDOOR
OPERATIONS PERMIT**

WHEREAS, in response to the COVID-19 pandemic and global health crisis, the President of the United States, the Governor of the State of California (the “Governor”), the County of Tuolumne (the “County”), and the City of Oakdale (the “City”), have each proclaimed a state of emergency; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 (the “Executive Order”), order all State of California (the “State”) residents to shelter at home or at their place of residence, except as needed to ensure continuity of operations in essential critical infrastructure sectors and additional sectors as directed by the State Public Health Officer. Subsequently, the State Public Health Officer issued an “Essential List of Critical Infrastructure Workers,” which clarifies and implements the Executive Order; and

WHEREAS, to prevent the spread of COVID-19, the County Health Officer has issued orders, the most recent of which directs County residents, including City residents, to shelter at home, except as needed to provide or receive essential services, until rescinded; and

WHEREAS, as the result of the Executive Order and the County Health Officer’s Order, businesses that serve food or beverages were prohibited from serving food or beverages onsite; and,

WHEREAS, on May 4, 2020, the Governor announced that the State will move to a “Stage 2” modification of the Executive Order, allowing for businesses identified as having a lower risk of COVID-19 transmission to reopen in accordance with State guidelines (“Stage 2”); and

WHEREAS, on May 7, 2020, the State issued guidelines that businesses that reopen due to Stage 2 must follow; and

WHEREAS, on July 13 2020, the State ordered Counties that currently appear on California Department of Public Health County Monitoring List that subsequently appear for three consecutive days or more while this order remains effective, must close all indoor



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

operations of the following types of businesses/events/activities: restaurants, wineries and tasting rooms, family entertainment centers, movie theaters, zoos and museums, cardrooms, gyms and fitness centers, places of worship, offices for non-critical sectors, personal care services (including nail salons, massage parlors, and tattoo parlors) hair salons, barbershops, and malls; and

WHEREAS, Government Code section 8634 authorizes, during a local emergency, the City Council, or officials designated thereby, to promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, the City, pursuant to the police powers delegated to it by the State Constitution, has the authority to enact laws that promote the public health, safety, and general welfare of its residents; and; and

WHEREAS, pursuant to California Government Code section 36937 the City may adopt an urgency ordinance if it is for the immediate preservation of the public peace, health or safety.

THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. PROSPECTIVE ORDINANCE.

THIS ORDINANCE IS PROSPECTIVE ONLY. Nothing in this ordinance shall authorize a particular qualifying commercial business, and the City shall not issue a special temporary operations permit to a particular qualifying commercial business, unless and until that commercial business is authorized to operate under State and County Orders. All qualifying commercial businesses must be in full compliance with all State and County Orders regarding reopening. A qualifying commercial business must be able to present proof of compliance with the applicable State and County Orders upon request by the enforcement official as authorized under Section 7 herein.

SECTION 2. DEFINITIONS.

For purpose of this ordinance, the following works and phrases shall have the meanings respectively ascribed to them:

“Public Services Director” means the Public Services Director, or his or her designee.



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

“County Orders” means any order or guidance issued by the Stanislaus County Board of Supervisors or the Stanislaus County Health Officer.

“Qualifying Commercial Business” means all licensed restaurants, retail stores, non-retail commercial businesses as ordered by the State and County Orders which will operate exclusively outdoors, and in compliance with State and County Orders.

“Social Distancing” means maintaining at least six (6) feet separation from all person, except for family members or those in the same household or living unit, or providing a comparable level of protection against exposure to respiratory droplets or secretion through the use of personal protective equipment or other physical or administrative controls.

“Special Temporary Operations Permit” means a permit issued by the City and obtained by a qualifying commercial business, pursuant to Section 5 of this ordinance, to expand commercial activity outdoors.

“State Orders” means any order or guidance issued by an official of the State of California. “State Orders” shall include the statewide reopening guidance issued by the State of California, including but not limited to State’s “Statewide Industry Guidance to Reduce Risk” or County variance guidelines as may change from time to time.

SECTION 3. COMPLIANCE WITH STATE AND COUNTY ORDERS REQUIRED.

All “Qualifying Commercial Businesses” shall comply with all applicable State and County Orders.

SECTION 4. A SPECIAL TEMPORARY OUTDOOR OPERATIONS PERMIT REQUIRED FOR OUTDOOR

- A. A “Qualifying Commercial Business” may apply for a special temporary outdoor operation.
- B. Any “Qualifying Commercial Business” operating onsite and outdoor pursuant to a special temporary outdoor operations permit must comply with all State and County Orders.



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

SECTION 5. APPLICATION FOR SPECIAL TEMPOARY OUTDOOR OPERATIONS PERMIT.

- A. A “Qualifying Commercial Business” may apply for a special temporary outdoor operations permit by submitting an application to the Public Services Department, on a form approved by the Public Services Department. The application shall be accompanied by any additional information required by the City.
- B. Any “Qualifying Commercial Business” applying for a special temporary outdoor operations permit may, in connection with its application for a temporary outdoor operations, permit, request a street closure or a reduction or modification to the business parking space requirement to operate outdoors.
- C. The Public Services Director, or his designee shall consider any application submitted for a special temporary outdoor operations permit. At the Public Services Department’s discretion, the application for a special temporary outdoor operations permit may be approved or denied. The Public Services Department may approve an application for a special temporary outdoor operations permit only if the operation of the qualifying business will be in compliance with the reopening protocol of the State of California and the County of Stanislaus and the public health and safety of the City will not be threatened.
- D. If the application for a special temporary outdoor operations permit is approved, the Public Services Department shall issue a temporary outdoor operations permit. The Public Services Department may issue a temporary outdoor operations permit on any terms the Public Services Department deems necessary to ensure compliance with all State Orders and County Orders and to protect the public health and safety of the City.
- E. The temporary outdoor operations permit issued pursuant to the ordinance in non-transferable. Only the business for which the temporary outdoor operations permit was issued shall be permitted to operate outdoors.
- F. The Public Service’s Director may revoke a temporary outdoor operations permit issued pursuant to this ordinance at any time and for any reason.
- G. A temporary outdoor operations permit shall not affect the terms, conditions, or validity of a “Qualifying Commercial Business” conditional use permit.



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

SECTION 6. TEMPORARY STREET, SIDEWALK AND PARKING LOTS

The City Council grants the Public Services Director temporary land use authority to implement the necessary rules and regulations for special temporary outdoor operations permits granted to qualifying businesses. The Public Services Director is authorized to implement traffic control measures on neighborhood streets, and arterial roadways to include enforcement of advisory speeds, road closures, and to reduce traffic to ensure safety for residents practicing social and physical distancing. The Public Services Director may authorize the temporary closure of streets, alleys, sidewalks, or parking lots as necessary for qualifying businesses to operate, subject to applicable federal and state laws and regulations concerning accessibility and traffic control measures.

SECTION 7. ENFORCEMENT.

A violation of this ordinance or special temporary outdoor operations permit constitutes an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to Chapter 19, Article III Property Maintenance and Public Nuisances of the City of Oakdale Municipal Code.

SECTION 8. TERM.

This ordinance remains in full force and effect until the Governor ends the state of emergency in response to the COVID-19 outbreak or until this ordinance is rescinded by the City Council, whichever occur first.

SECTION 9. SEVERABILITY.

If any section, subdivision, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof and shall continue to be in full force and effect.

SECTION 10. URGENCY FINDING.



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

The City hereby finds, determines and declares that this ordinance is necessary to the immediate preservation of the public peace, health or safety, because here is an urgent need to slow COVID-19 transmission as much as possible to protect the most vulnerable and to prevent the health care system from being overwhelmed. Therefore, the City further finds, determines and declares that this ordinance takes effect immediately upon adoption pursuant to the authority conferred upon the City Council by California Government Code section 36937.

SECTION 11. PASSED AND ADOPTED.

The foregoing ordinance was introduced, approved, ordered, and published in full at a public hearing held the 3rd day of August, 2020, and upon motion by Councilmember _____ seconded by Councilmember _____ moved for the adoption of said ordinance by the following vote:

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

J.R. McCarty, Mayor

ATTEST:

Rouzé Roberts, City Clerk



TEMPORARY OUTDOOR OPERATIONS USE PERMIT APPLICATION AND CHECKLIST

The City of Oakdale has established a streamlined permitting process allow businesses to expand outdoor commercial areas on to public and private property (including sidewalks, streets and parking lots). The intent of the program is to encourage social distancing and safety for restaurant patrons, retail customers, and employees by expanding simple, low cost outdoor commercial opportunities that do not require or encourage elaborate structures.

Application Checklist:

- Completed Temporary Outdoor Operations Use Permit Application
- Proof of ABC authorization of expansion area if serving alcohol.
- Permittee shall provide and maintain proof of insurance to the City of Oakdale. Refer to Insurance Requirements.
- Site Plan detailing layout of proposed outdoor operations including:
 - ✓ Property location and expansion area's location and dimensions, showing business storefront, and the full sidewalk, street, and/or parking area in the proposed permit area. Size and font must be legible.
 - ✓ Location of any temporary fences, signs, or structures to be installed as part of the temporary use
 - ✓ Show and label all proposed furniture and appurtenances requested to be placed within the proposed permit area.

Example of Site Plan



Please feel free to discuss your application with a member of the Planning Division by calling (209) 845-3625 or visiting our office located at 455 South Fifth Avenue, Oakdale, CA 95361.



TEMPORARY OUTDOOR OPERATIONS USE PERMIT APPLICATION FORM

Public Services Department

455 South Fifth Avenue

Oakdale, CA 95361

Phone: (209) 845-3625 Fax (209) 848-4344

APPLICANT

Name of Business _____ Day Phone _____

Business Contact Name _____ Phone _____

Business Address _____ State _____ Zip _____

Email Address: _____

Briefly explain location of outdoor seating location and include a Site Plan of the area including any parking spaces being utilized:

24-HOUR CONTACT PERSON (if different than Applicant)

Name _____ Phone _____

Mailing Address _____ State _____ Zip _____

Email Address: _____

PROPERTY OWNER

Name _____ Phone _____

Signature _____ Date _____

Mailing Address _____ State _____ Zip _____

Email Address: _____

PROPERTY OWNER AFFIDAVIT: If the application is not the property owner of record, I authorize the Application to file this application and authorize the Temporary Outdoor Restaurant operations as described herein.



TEMPORARY OUTDOOR OPERATIONS USE PERMIT APPLICATION FORM

Public Services Department

455 South Fifth Avenue

Oakdale, CA 95361

Phone: (209) 845-3625 Fax (209) 848-4344

Alcoholic Beverages & Consumption

Alcohol is allowed to be served outdoors as long as it is accompanied with food and the appropriate ABC licensure requirements are followed.

I understand the rules and regulations for Alcoholic Beverages Applicant Initials _____

Insurance Requirements

Permittee shall maintain general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Permittee's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Service Office form CG 20 10 to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insured under such policies. If alcohol is being served or sold the Permittee shall also obtain Liquor Liability Insurance for an amount not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate. The Certificate of Insurance and endorsement must be received by the City of Oakdale prior to issuance of the Temporary Outdoor Operations Permit.

Indemnification/Hold Harmless Agreement

Permittee shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgements, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Permittee's performance of its obligations under this agreement or out of operations conducted by Permittee, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Permittee's performance of this agreement, the Permittee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

I hereby certify that all the information provided on this application is complete and accurate. I have read that Temporary Outdoor Operations Permit and fully understand the content including the Indemnification / Hold Harmless provisions. I do hereby certify that I am duly authorized to enter into this Agreement and that the activity fully meets the conditions set forth herein and I/we agree to observe all rules and procedures as stated. By signing below, I agree to indemnify hold harmless, and defend the City and its representatives against liability and/or loss arising from activities connected with and/or undertaken pursuant to the Permit. The City is not liable for any business loss, property loss, or other damage that may result from the use of the Permit, or suspension or revocation of the Permit. No vendor shall maintain any claim or action against the City, its officials, officers, employees, or agents on account of any suspension or revocation.

Print Name _____ Date _____

Signature _____

<i>Office Use Only:</i>	Date Received: _____	APN: _____
	Current Zoning: _____	Action: _____

**INDEMNITY AGREEMENT FOR
LAND USE ENTITLEMENT PROCESSING**

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING (“Agreement”) is made and entered into on this ___ day of _____ 2020, (“Effective Date”) by and between the City of Oakdale, a California municipal corporation, (“City”) and _____ a California _____ (“Applicant”). City and Applicant may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

- A. In response to the COVID-19 pandemic and global health crisis, the President of the United States, the Governor of the State of California (the “Governor”), the County of Stanislaus (the “County”), and the City, have each proclaimed a state of emergency.
- B. On May 4, 2020, the Governor announced that the State of California (the “State”) will move to a “Stage 2” modification of the Executive Order, allowing for businesses identified as having a lower risk of COVID-19 transmission to reopen in accordance with State guidelines.
- C. On July 13, 2020, the California Department of Public Health ordered the closure of certain indoor businesses that increase the risk of COVID-19 transmission, endangering public health and safety.
- D. On August 20, 2020, the City passed adopted Urgency Ordinance No. [XX-XXX], allowing certain businesses to operate onsite and reduce the risk of COVID-19 transmission by operating exclusively outdoors through the issuance of a Special Temporary Outdoor Operations Permit (“Permit”) subject to the consideration and approval of the City Manager, and in compliance with State and County reopening guidelines.
- E. Applicant has filed an application with the City (Application No. _____) requesting that the City approve certain land use entitlements to temporarily operate an outdoor business (“Land Use Entitlements”).
- F. As a condition of approval of the Land Use Entitlements, City has required Applicant to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth below, the Parties agree as follows:

Section 1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 17 of this Agreement, Sections 1 through 17 shall prevail.

Section 2. **Applicant’s Indemnification Obligations.**

2.1. Indemnification for Land Use Entitlements. To the fullest extent permitted by law, Applicant shall indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, and volunteers (collectively, “City’s Agents”) from any and all liability arising out of a claim, action, or proceeding against City, or City’s Agents, to attack, set aside, void, or annul, an approval concerning the Land Use Entitlements by reason of the action or inaction of City, or City’s Agents. Applicant’s duty to indemnify and hold harmless shall not extend to any claim, action or proceeding arising from the gross negligence or willful misconduct of City, or City’s Agents.

2.2. Tender of Defense. Upon receiving notice of a claim, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys’ fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City’s counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

2.3. Deposit for Costs. Applicant shall make a refundable deposit to City within thirty (30) days of written notification from City (“Cost Deposit”), to cover the estimated fees and costs associated with City’s defense of any claim, action or proceeding. Applicant shall make any and all additional payments to City to replenish the Cost Deposit within thirty (30) days of written notice from City.

2.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of the Land Use Entitlements, which shall entitle City to all remedies available under law including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of the Land Use Entitlements. Applicant’s failure to indemnify City shall be a waiver by Applicant of any right to proceed with the Permit, and a waiver of Applicant’s right to file a claim, action or proceeding against City or City’s Agents based on City’s rescission or revocation of the Land Use Entitlements, or City’s failure to defend any claim, action or proceeding based on Applicant’s failure to indemnify City.

Section 5. **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by a writing signed by City and Applicant.

Section 6. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 7. **No Assignment.** Neither Party may assign or transfer any interest in this Agreement without the prior written consent of the other Party hereto.

Section 8. **Severability of Agreement.** If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 9. **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement, and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 10. **Noninterference.** No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement.

Section 11. **Ambiguities.** Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

Section 12. **Headings.** The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 14. **Venue.** Venue for all legal proceedings shall be in the Superior Court of the State of California in and for the County of Tuolumne.

Section 15. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 16. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 17. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

IN WITNESS THEREOF, the Parties have executed this Agreement on the day, month and year first above written.

APPLICANT

CITY

City of Oakdale, a California municipal corporation

By: _____

By: _____

Bryan Whitemeyer
City Manager

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Douglas L. White

COVID-19 TEMPORARY CATERING AUTHORIZATION APPLICATION

Exhibit B

Before completing this application, please review Form ABC-218 CV19 Instr. for important information regarding the COVID-19 Temporary Catering Authorization.

Instructions: Indicate the license number this temporary authorization will apply to in the appropriate box and then complete sections #1 and #2. Once complete, submit to the local ABC office with a non-refundable payment in the amount of \$100.00. Acceptable forms of payment are business/personal check, cashiers check or money order. You must also submit Form ABC-253 which clearly identifies where the area is in relation to the existing licensed premises. Incomplete or inaccurate applications may result in delay or denial of the application request. If approved, a COVID-19 Temporary Catering Authorization will be sent to you via the email address you provide below. If you do not have a valid email address, the authorization will be mailed to your premises.

LICENSE NUMBER

RECEIPT NUMBER (FOR ABC USE ONLY)

TOTAL FEE

SECTION 1 (Application Details And Licensee Acknowledgment)

1. LICENSEE NAME(S) (If an individual, first name, middle name, last name.)		2. CONTACT PERSON	3. CONTACT PHONE NUMBER
4. LICENSED PREMISES ADDRESS		5. EMAIL ADDRESS	
6. DESCRIPTION OF EXPANDED AREA (Adjacent suite, sidewalk, parking lot, etc.) You must also complete and submit Form ABC-253 which identifies where the expansion is in relation to the existing premises.			
7. DESCRIPTION OF HOW THE EXPANDED AREA WILL BE DELINEATED (Theater style stanchions and rope, temporary fencing, etc.)			
8. WILL THE EXPANDED AREA BE SHARED WITH ANOTHER LICENSEE <input type="checkbox"/> Yes <input type="checkbox"/> No		9. IF SHARED, DO THEY HAVE THE SAME LICENSE TYPE (Please note that certain license types cannot share with others) Yes No	
10. DO YOU HAVE LEGAL AUTHORITY TO USE THE REQUESTED AREA Yes No		11. WHAT IS YOUR LEGAL AUTHORITY TO USE THE AREA (Valid lease, rental contract, city permit, etc.)	

**IN COMPLETING THIS APPLICATION FOR A COVID-19 TEMPORARY CATERING AUTHORIZATION, I ACKNOWLEDGE ALL OF THE FOLLOWING:
Check all of the boxes below. Failure to acknowledge all of the below may result in delay or denial of the application**

The requested expansion and its intended operation is and must remain consistent with state and local health and safety directives. Additionally, I have forwarded a copy of this application request to the appropriate local law enforcement agency.

This authorization is limited to service of those alcoholic beverages authorized by the applicant license type.

Except as to any conditions that the Department has determined will not be enforced under other Notices of Regulatory Relief, any operating conditions in place for the existing licensed premises will apply to the temporarily expanded area.

If the Department determines that operation of the temporarily expanded area is contrary to public health, safety, or welfare, new or additional operating conditions may be added to the authorization at the time of or after its issuance.

If the temporarily expanded area is being shared with other ABC licensees, we will be held jointly responsible for any violations that may occur within the shared area.

If approved and we want to make changes or add additional expanded area(s) after approval, we will be required to complete and submit a new application; as well as pay another \$100 fee.

If approved, the authorization may be canceled by the Department for reasons including, but not limited to: 1) upon termination of the temporary program granting the issuance of this authorization; 2) for violations of any law, rule, ordinance, or directive pertaining to business activities conducted on the premises and expanded area; 3) for negatively impacting nearby residents; 4) upon objection by local law enforcement; 5) if in the discretion of the Department continuance of the permit will negatively impact the public health, safety, or welfare.

SECTION 2 (Licensee Declaration And Signature)

I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.

LICENSEE SIGNATURE

DATE SIGNED

SECTION 3 (FOR ABC USE ONLY)

DIAGRAM/ABC-253 ATTACHED	IS THIS A SHARED AREA	ADDITIONAL CONDITIONS BEING ADDED	APPLICATION APPROVED
Yes No	Yes No	Yes No	Yes No
APPROVAL /DENIAL BY (ABC Official Name)		ABC OFFICIAL SIGNATURE	DATE SIGNED



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: August 3, 2020
To: Mayor J.R. McCarty and Members of the City Council
From: Bryan Whitemyer, City Manager
Subject: **Review and Approve the Final Project Scope of Work for the SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project**

I. BACKGROUND

At the July 6, 2020 City Council meeting the City Council approved the preliminary SitelogIQ Comprehensive Facility Solutions Program and Energy Conservation Project (EC Project) scope of work, authorized SitelogIQ and the City Manager to complete and submit all necessary documents and application for the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan program and Tax-Exempt Municipal Lease (TEML), and found that the activity funded by the ECAA Loan to be exempt from the California Environmental Quality Act (CEQA). Over the last few weeks SitelogIQ has continued to review and enhance the scope of work for the EC Project. The scope of work has been finalized and staff is requesting that the City Council review and approve the final scope of work for the project.

Final EC Project Scope:

Site	Original Prelim Scope of Work				Final ECM Breakdown				NOTES
	Lighting	HVAC	Solar	Misc. ECM's	Lighting	HVAC	Solar	Misc. ECM's	
City Hall & Police Department	Interior Lighting/Exterior Lighting	(12) Units replacement	140.6 kW Solar	-	X	X	X	-	(8) HVAC units replacement, 1 unit already replaced. Solar System size reduced to 134.9 kW. City Hall Interior lighting Only.
City Council Chamber Hall	Interior/Exterior Lighting	-	-	-	X	-	X	-	No change. Includes solar, as part of City Hall/Police Dept
Fire Station #1	Interior/Exterior Lighting	-	-	-	-	-	-	-	Lighting scope removed
Fire Station #2	Interior/Exterior Lighting	(1) 3.5t Intherterm HP	-	-	-	X	-	-	Lighting scope removed. (1) 3.5-ton HP removed from original scope (no HP on site), larger (1) 4-ton split added
Public Works Eng. Maint Office	Interior/Exterior Lighting	(1) 3.5t Bard	21.66 kW Solar	-	X	X	X	-	No change.
Airport	Interior/Exterior Lighting	(1) 3.5t Rheem split	-	-	X	X	-	-	(1) 3.5-ton split removed from original scope since it was in privately owned hangar. Hangers L-1, L-2 added to scope
Old Corp Yard/ Parks Division	Interior Lighting	-	-	-	X	-	-	-	REMOVED OPTION for (1) Old 2 Ton Bard at Parks Building
WWTP	Interior/Exterior Lighting	(1) 5t split	944.24 kW Solar	Powershaver	X	X	X	X	Changed to Single Axis Tracker Solar PV System
Animal Control Shelter	Interior/Exterior lighting	(1) 3t Bard HP	-	-	X	X	-	-	(1) 3-ton HP changed to (1) 3.5-ton HP
Youth Center Bldg.	Interior Lighting	(1) 4t split	-	-	X	X	-	-	(1) 4-ton split changed to (1) 5-ton Split
Gladys Lemmons Senior Center	-	(1) 5t splits	31.16 kW Solar	-	-	X	X	-	(2) additional units added to scope- (3) units total
Gene Bianchi Community Center	Interior/Exterior Lighting	-	45.22 kW Solar	-	X	X	X	-	Solar system size decreased from 45.22 kW to 41.04 kW. Added (10) unit replacements
Bridle Ridge	406 Exterior Light Replacement	-	-	-	X	-	-	-	Now 447 exterior light replacements



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Review and Approve Final Scope of Work for the SitelogIQ Energy Conservation Project
MEETING DATE: August 3, 2020

II. FISCAL IMPACT

The final proposed project has an estimated cost of \$5,717,943 and will produce 1st year annual savings of approximately \$347,470. Subsequent years will produce greater annual savings (Attachment B). In order to fund this project, it is proposed that the City work with SitelogIQ to apply for a 1% interest rate loan of \$3,000,000 through the CEC ECAA Loan Program and the remaining \$2,717,943 will be financed through a Tax-Exempt Municipal Lease (TEML). It is anticipated that the project will produce a net project savings over 30 years of approximately \$11,392,405 if you assume an energy cost escalation rate of 4%. If the energy cost escalation rate ends up at 5% then the project savings over 30 years increases by \$3,774,493 to \$15,166,898. Below is a summary of the costs and ultimate savings of the proposed project at the 4% escalation rate.

4% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	\$3,277,160.81
Total TEML Payments	\$3,710,080.00
Total Solar O&M	\$1,936,319.42
Total Project Costs over 30 Years	\$8,923,560.23
Project Savings	\$19,587,601.11
Maintenance/Avoided Cost Savings	\$728,364.34
Total Project Savings Over 30 Years	\$20,315,965.45
Net Project Savings Over 30 Years	\$11,392,405.22

5% Energy Cost Escalation Rate

Project Savings	
Total ECAA Loan Payments	\$3,277,160.81
Total TEML Payments	\$3,710,080.00
Total Solar O&M	\$1,936,319.42
Total Project Costs over 30 Years	\$8,923,560.23
Project Savings	\$23,362,093.68
Maintenance/Avoided Cost Savings	\$728,364.34
Total Project Savings Over 30 Years	\$24,090,458.02
Net Project Savings Over 30 Years	\$15,166,897.79



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Review and Approve Final Scope of Work for the SiteLogIQ Energy Conservation Project
MEETING DATE: August 3, 2020

Timeline for Project Deliverables:

Item:	Date:
<u>Present Preliminary Project to City Council and Review and Approve Letter of Agreement (LOA)</u>	<u>May 4, 2020</u>
<u>Collaborate With City and Tailor Project</u>	<u>June 24, 2020</u>
<u>Present Final Project to City Staff & Special Committee</u>	<u>July 16, 2020</u>
<u>Apply for Financing, Grants, Rebates etc.</u>	<u>July 27, 2020</u>
<u>Post 2 Week Notice for 4217 Project & Financing</u>	<u>July 22, 2020</u>
<u>City Council Public Hearing for 4217 Project & Financing</u>	<u>August 17, 2020</u>
<u>Contract Negotiations</u>	<u>July 27 – August 17, 2020</u>
<u>City Council Review and Approval of Contract</u>	<u>August 17 or September 8, 2020</u>
<u>Ground-Breaking Ceremony</u>	<u>TBD, 2020</u>

III. RECOMMENDATION

Staff recommends that the City Council approve the Final EC Project Scope of work as proposed.

IV. ATTACHMENTS

- Attachment A: SiteLogIQ Presentation
- Attachment B: 4% Energy Cost Escalation Projection
- Attachment C: 5% Energy Cost Escalation Projection



COMPREHENSIVE FACILITY SOLUTIONS (FS) PROGRAM CUSTOM TAILORED FOR THE CITY OF OAKDALE



INTRODUCTIONS



Jessica Ritter

Governmental Relations, ESCO West



Dr. Eddie Jordan, P.E., PhD.

Director, ESCO West, Project Development



Core Values



WHO WE ARE

Delivering world-class energy and infrastructure solutions **for State and Local Governments.**



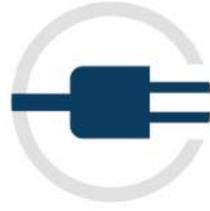
600+
Employees



11,000
Customer Sites



\$5 Billion
Constructed



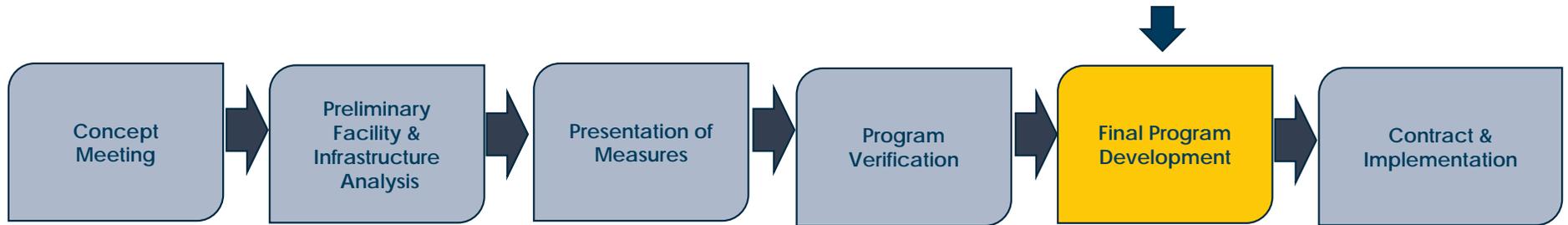
\$1 Billion Saved
in Energy & Ops



25+ U.S. Locations



OUR PROVEN FACILITY SOLUTIONS (FS) PROGRAM



- Challenges/ Trends
- City Profile
- Identify Goals & Objectives
- Action Plan

- Collect square footages of your facilities.
- Collect and analyze your utility cost and consumption data.
- Identify any existing technical issues or deferred maintenance scope items..
- Sustainability Initiatives
- Future Operating Plans

- Select Scope of Work Measures to include in the process moving forward.
- Estimated Savings
- Estimated Implementation Costs
- Estimated Greenhouse Gas Emissions

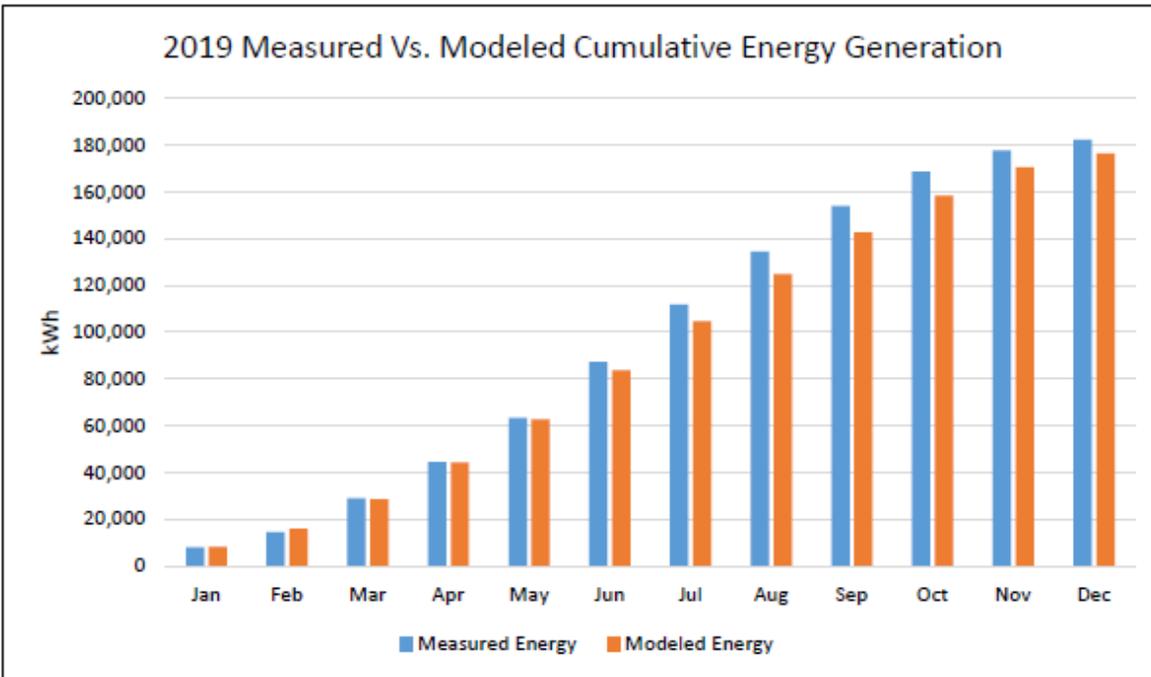
- Verify Detailed Scope of Work
- Apply for Loan
- Identify and Apply for Rebates, Grants and Incentives
- Confirm Schedule
- Review Financial Performance
- Draft Program Contract Review

- Finalize Funding Solutions
- Post Two Week Notice for CA Government Code 4217 Compliance
- Public Hearing & Resolution During Regularly Scheduled Board Meeting
- Guaranteed Savings
- Guaranteed Fixed/Firm Price

- Execute Contract
- Implementation
- Measurement & Verification
- Energy Manager Services (EIQ)

PERFORMANCE GUARANTEE PROJECT EXAMPLES

Redding USD – 130.8 kW DC Solar System



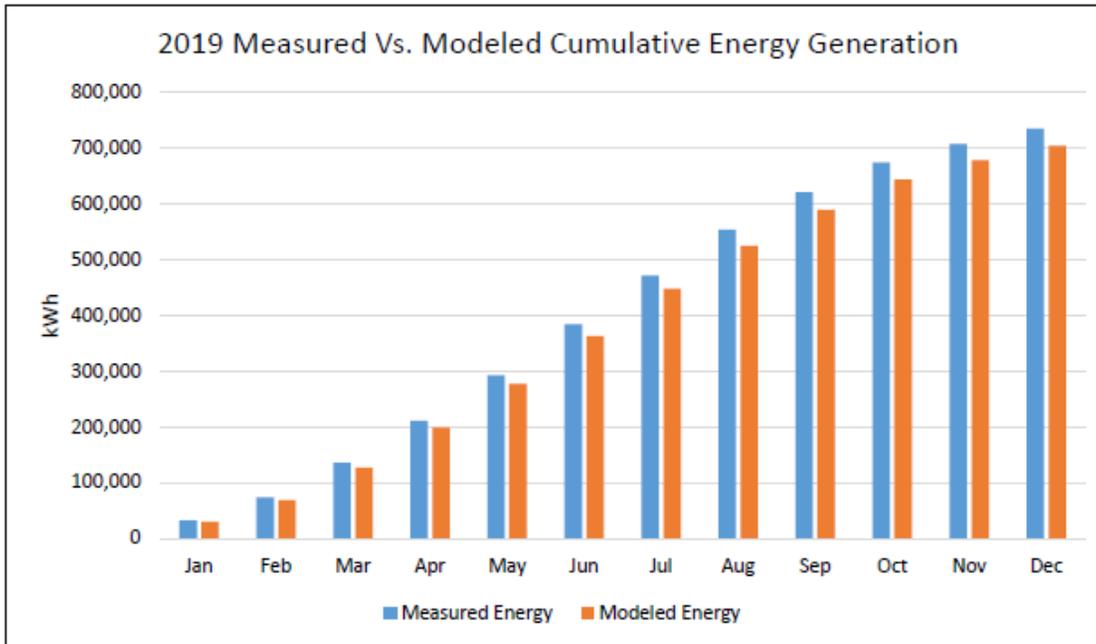
Year	Total (kWh)			District Performance
	Expected	Modeled	Measured	
2016*	121,633	102,846	118,059	114.8%
2017**	189,616	156,146	176,196	112.8%
2018	188,275	164,189	174,183	106.1%
2019	186,934	177,054	182,341	103.0%
TOTAL	686,458	600,235	650,779	108.4%

True-Up Period	Year	Measured	Modeled	Expected	Performance
0*	2016	118,059 kWh	102,846 kWh	121,633 kWh	114.8%
1**	2017	176,196 kWh	156,146 kWh	189,616 kWh	112.8%
2	2018	174,183 kWh	164,189 kWh	188,275 kWh	106.1%
3	2019	182,341 kWh	177,054 kWh	186,934 kWh	103.0%



PERFORMANCE GUARANTEE PROJECT EXAMPLES

Los Banos USD - 458.2 kW DC Solar Array



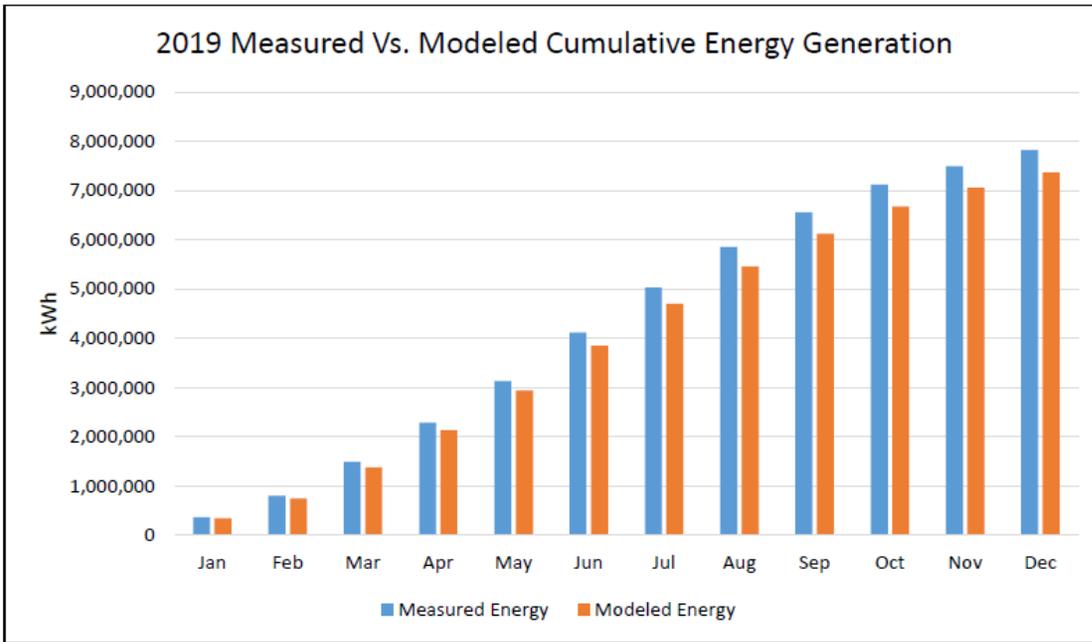
Year	Total (kWh)			District Performance
	Expected	Modeled	Measured	
2016*	177,953	174,576	180,160	103.2%
2017	706,865	702,781	718,865	102.3%
2018	701,483	684,139	718,489	105.0%
2019	696,535	704,231	735,431	104.4%
TOTAL	2,282,836	2,265,727	2,352,945	103.8%

True-Up Period	Year	Measured	Modeled	Expected	Performance
0*	2016	180,160 kWh	174,576 kWh	177,953 kWh	103.2%
1	2017	718,865 kWh	702,781 kWh	706,865 kWh	102.3%
2	2018	718,489 kWh	684,139 kWh	701,483 kWh	105.0%
3	2019	735,431 kWh	704,231 kWh	696,535 kWh	104.4%



PERFORMANCE GUARANTEE PROJECT EXAMPLES

Panama Buena Vista USD – 24 Site combined 5,050 kW DC Solar System



Year	Total (kWh)			District Performance
	Expected	Modeled	Measured	
2017*	5,527,641	7,120,709	7,485,415	105.1%
2018	7,443,515	7,040,441	7,275,629	103.3%
2019	7,569,740	7,402,213	7,850,012	106.0%
TOTAL	20,540,896	21,563,363	22,611,056	104.9%

True-Up Period	Year	Measured	Modeled	Expected	Performance
0*	2017	5,527,641 kWh	7,120,709 kWh	7,485,415 kWh	105.1%
1	2018	7,443,515 kWh	7,040,441 kWh	7,275,629 kWh	103.3%
2	2019	7,569,740 kWh	7,402,213 kWh	7,850,012 kWh	106.0%



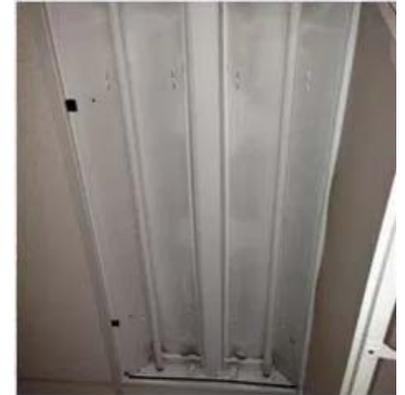
COMPLETE PROJECT SCOPE FOR THE CITY OF OAKDALE

Solar Arrays – (5) Sites combined (1,173.15 kW DC) Total

HVAC Replacements – (7) Sites (26) Units Total

Lighting Retrofits – (11) Sites (1,889) Lamps Total

Powershavers – (1) Site (3) Powershavers Total @ WWTP



SOLUTIONS FOR THE CITY OF OAKDALE

Site	Original Prelim Scope of Work				Final ECM Breakdown				NOTES
	Lighting	HVAC	Solar	Misc. ECM's	Lighting	HVAC	Solar	Misc. ECM's	
City Hall & Police Department	Interior Lighting/Exterior Lighting	(12) Units replacement	140.6 kW Solar	-	X	X	X	-	(8) HVAC units replacement, 1 unit already replaced. Solar System size reduced to 134.9 kW. City Hall Interior lighting Only.
City Council Chamber Hall	Interior/Exterior Lighting	-	-	-	X	-	X	-	No change. Includes solar, as part of City Hall/Police Dept
Fire Station #1	Interior/Exterior Lighting	-	-	-	-	-	-	-	Lighting scope removed
Fire Station #2	Interior/Exterior Lighting	(1) 3.5t Intherterm HP	-	-	-	X	-	-	Lighting scope removed. (1) 3.5-ton HP removed from original scope (no HP on site), larger (1) 4-ton split added
Public Works Eng. Maint Office	Interior/Exterior Lighting,	(1) 3.5t Bard	21.66 kW Solar	-	X	X	X	-	No change.
Airport	Interior/Exterior Lighting	(1) 3.5t Rheem split	-	-	X	X	-	-	(1) 3.5-ton split removed from original scope since it was in privately owned hangar. Hangers L-1, L-2 added to scope
Old Corp Yard/ Parks Division	Interior Lighting	-	-	-	X	-	-	-	REMOVED OPTION for (1) Old 2 Ton Bard at Parks Building
WWTP	Interior/Exterior Lighting	(1) 5t split	944.24 kW Solar	Powershaver	X	X	X	X	Changed to Single Axis Tracker Solar PV System
Animal Control Shelter	Interior/Exterior lighting	(1) 3t Bard HP	-	-	X	X	-	-	(1) 3-ton HP changed to (1) 3.5-ton HP
Youth Center Bldg.	Interior Lighting	(1) 4t split	-	-	X	X	-	-	(1) 4-ton split changed to (1) 5-ton Split
Gladys Lemmons Senior Center	-	(1) 5t splits	31.16 kW Solar	-	-	X	X	-	(2) additional units added to scope- (3) units total
Gene Bianchi Community Center	Interior/Exterior Lighting	-	45.22 kW Solar	-	X	X	X	-	Solar system size decreased from 45.22 kW to 41.04 kW. Added (10) unit replacements
Bridle Ridge	406 Exterior Light Replacement	-	-	-	X	-	-	-	Now 447 exterior light replacements

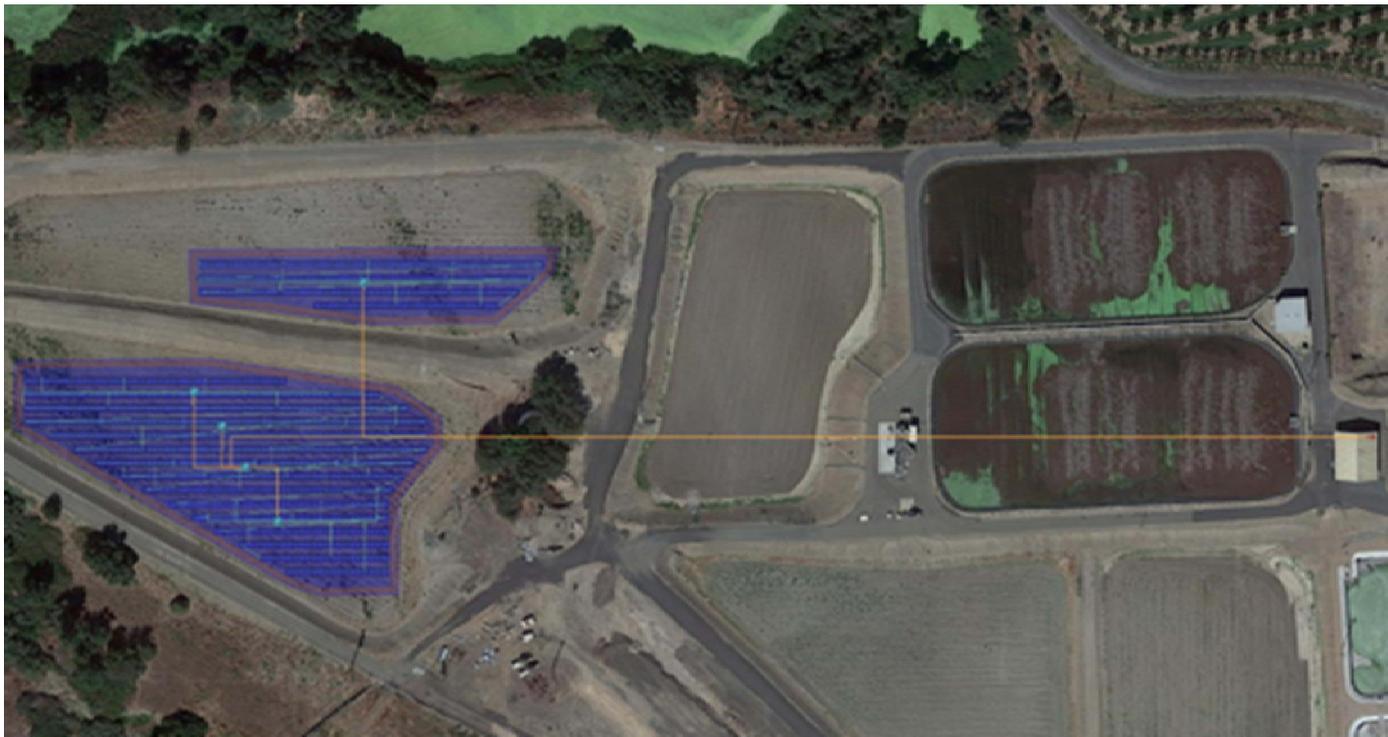
Original Prelim Proposal	
Preliminary Project Total	\$ 5,936,002
1st Year annual savings	\$ 341,960

Updated Proposal	
Project Total	\$ 5,717,943
GPS Adder	\$ 47,462
1st Year annual savings	\$ 330,156
1st Year Maint./Oper. savings	\$ 13,468



SOLAR SOLUTIONS FOR THE CITY OF OAKDALE

Waste Water Treatment Plant
943.25 kW DC Solar Array



SOLAR SOLUTIONS FOR THE CITY OF OAKDALE

City Hall, Police Station & Council Chambers – 134.9 kW DC

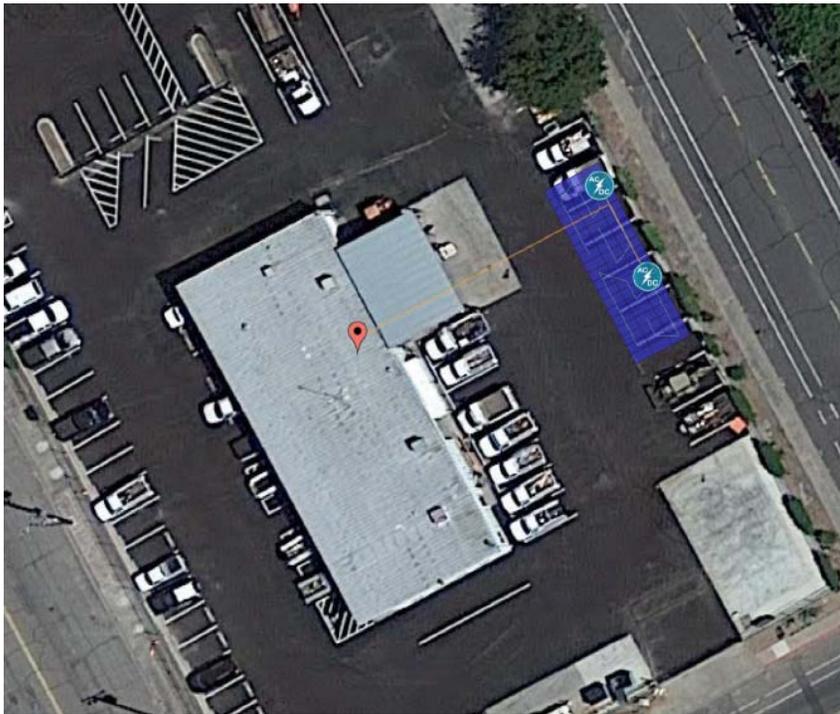


Community Center – 41.04 kW DC



SOLAR SOLUTIONS FOR THE CITY OF OAKDALE

Public Works – 22.8 kW DC



Senior Center – 31.16 kW DC



NEXT STEPS WORKSHEET

Item:

Date:

Present Preliminary Project to City Council and Review and Approve Letter of Agreement (LOA)

May 4, 2020

Collaborate With City and Tailor Project

June 24, 2020

Present Final Project to City Staff & Special Committee

July 16, 2020

Apply for Financing, Grants, Rebates etc.

July 27, 2020

Post 2 Week Notice for 4217 Project & Financing

July 22, 2020

City Council Public Hearing for 4217 Project & Financing

August 17, 2020

Contract Negotiations

July 27 – August 17, 2020

City Council Review and Approval of Contract

August 17 or September 8, 2020

Ground-Breaking Ceremony

TBD, 2020



An aerial view of a city skyline at sunset. The sky is filled with dramatic, golden-orange clouds. A prominent skyscraper with a dark facade and two spires is visible on the left. The city is densely packed with various high-rise buildings. A semi-transparent blue horizontal band is overlaid across the middle of the image, containing the text "Any questions?".

Any questions?

site*logiq*



Savings Using 4% Energy Cost Escalation Factor

FULL PROJECT PROFORMA CASH FLOW ^{1,2}



Scope: Full Project Scope								
Year	Annual ECAA Loan Payment	Hilltop 15Y Increasing Debt Service with 1Y Capitalized Interest	Solar O&M Service & Energy Dashboard	Total Cost	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	\$ -	\$ -	\$ -	\$ -	\$ 17,314	\$ 330,156	\$ 347,470	\$ 347,470
1	\$ 192,774	\$ 231,950	\$ 40,700	\$ 465,424	\$ 69,256	\$ 343,362	\$ (52,806)	\$ 294,664
2	\$ 192,774	\$ 236,660	\$ 41,921	\$ 471,355	\$ 71,334	\$ 357,097	\$ (42,925)	\$ 251,739
3	\$ 192,774	\$ 241,100	\$ 43,179	\$ 477,053	\$ 73,474	\$ 371,381	\$ (32,199)	\$ 219,540
4	\$ 192,774	\$ 246,270	\$ 44,474	\$ 483,518	\$ 75,678	\$ 386,236	\$ (21,605)	\$ 197,936
5	\$ 192,774	\$ 251,140	\$ 45,808	\$ 489,722	\$ 77,948	\$ 401,685	\$ (10,089)	\$ 187,847
6	\$ 192,774	\$ 256,710	\$ 47,182	\$ 496,667	\$ 80,282	\$ 417,753	\$ (14,240)	\$ 173,606
7	\$ 192,774	\$ 261,950	\$ 48,598	\$ 503,322	\$ 82,684	\$ 434,463	\$ (2,246)	\$ 171,361
8	\$ 192,774	\$ 266,860	\$ 50,056	\$ 509,690	\$ 85,152	\$ 451,841	\$ 10,763	\$ 182,124
9	\$ 192,774	\$ 272,440	\$ 51,558	\$ 516,772	\$ 87,671	\$ 469,915	\$ 23,814	\$ 205,938
10	\$ 192,774	\$ 277,660	\$ 53,104	\$ 523,538	\$ 90,252	\$ 488,711	\$ 37,964	\$ 243,902
11	\$ 192,774	\$ 283,520	\$ 54,697	\$ 530,992	\$ 92,884	\$ 508,260	\$ (22,732)	\$ 221,170
12	\$ 192,774	\$ 288,990	\$ 56,338	\$ 538,102	\$ 95,648	\$ 528,590	\$ (9,512)	\$ 211,658
13	\$ 192,774	\$ 294,070	\$ 58,028	\$ 544,873	\$ 98,476	\$ 549,734	\$ 4,861	\$ 216,519
14	\$ 192,774	\$ 300,760	\$ 59,769	\$ 553,303	\$ 101,368	\$ 571,723	\$ 18,420	\$ 234,939
15	\$ 192,774	\$ -	\$ 61,562	\$ 254,337	\$ -	\$ 594,592	\$ 340,256	\$ 575,194
16	\$ 192,774	\$ -	\$ 63,409	\$ 256,183	\$ -	\$ 618,376	\$ 362,192	\$ 937,387
17	\$ 192,774	\$ -	\$ 65,312	\$ 258,086	\$ -	\$ 643,111	\$ 385,025	\$ 1,322,412
18	\$ -	\$ -	\$ 67,271	\$ 67,271	\$ -	\$ 668,835	\$ 601,564	\$ 1,923,976
19	\$ -	\$ -	\$ 69,289	\$ 69,289	\$ -	\$ 695,589	\$ 626,300	\$ 2,550,276
20	\$ -	\$ -	\$ 71,368	\$ 71,368	\$ -	\$ 723,412	\$ 652,045	\$ 3,202,320
21	\$ -	\$ -	\$ 73,509	\$ 73,509	\$ -	\$ 752,349	\$ 678,840	\$ 3,881,161
22	\$ -	\$ -	\$ 75,714	\$ 75,714	\$ -	\$ 782,443	\$ 706,729	\$ 4,587,889
23	\$ -	\$ -	\$ 77,985	\$ 77,985	\$ -	\$ 813,740	\$ 735,755	\$ 5,323,644
24	\$ -	\$ -	\$ 80,325	\$ 80,325	\$ -	\$ 846,290	\$ 765,965	\$ 6,089,609
25	\$ -	\$ -	\$ 82,735	\$ 82,735	\$ -	\$ 880,142	\$ 797,407	\$ 6,887,016
26	\$ -	\$ -	\$ 85,217	\$ 85,217	\$ -	\$ 915,347	\$ 830,131	\$ 7,717,147
27	\$ -	\$ -	\$ 87,773	\$ 87,773	\$ -	\$ 951,961	\$ 864,188	\$ 8,581,335
28	\$ -	\$ -	\$ 90,406	\$ 90,406	\$ -	\$ 990,040	\$ 899,633	\$ 9,480,968
29	\$ -	\$ -	\$ 93,119	\$ 93,119	\$ -	\$ 1,029,641	\$ 936,523	\$ 10,417,491
30	\$ -	\$ -	\$ 95,912	\$ 95,912	\$ -	\$ 1,070,827	\$ 974,915	\$ 11,392,405
Totals	\$ 3,277,161	\$ 3,710,080	\$ 1,936,319	\$ 8,923,560	\$ 728,364	\$ 19,587,601	\$ 11,392,405	\$ 11,392,405

Notes:

- 1.) SiteLogIQ is not a Municipal Financial Advisor and this tool is used to confirm if the proposed project is Budget Neutral or better in compliance with CA Govt. Code 4217.
- 2.) Cash Flow is based on a Preliminary Analysis using rough order of magnitude budgetary estimates and other standard assumptions. Final analysis and results may vary.
- 3.) Scope of work includes

INPUTS	
BASE PROJECT COST	\$ 5,717,943
GPS INFECTION PROTECTION ADDER	\$ 47,462
TOTAL PROJECT COST	\$ 5,765,405
ECAA LOAN AMOUNT	\$ 3,000,000
ECAA FINANCE TERM (YEARS)	17
ECAA INTEREST RATE	1.00%
TEML LOAN AMOUNT	\$ 2,765,405
TEML FINANCE TERM (YEARS)	20
TEML INTEREST RATE	3.80%
UTILITY ESCALATION	4.0%
CALCULATED ENERGY SAVINGS	\$ 330,156
LIGHTING MAINT/AVOIDED COST SAVINGS	\$ 13,468
HVAC MAINT/AVOIDED COST SAVINGS	\$ 55,788
SOLAR O&M COST	\$ 40,700
O&M/MAINT ESCALATION	3.0%

Project Savings	
Total ECAA Loan Payments	\$3,277,160.81
Total TEML Payments	\$3,710,080.00
Total Solar O&M	\$1,936,319.42
Total Project Costs over 30 Years	\$8,923,560.23
Project Savings	\$19,587,601.11
Maintenance/Avoided Cost Savings	\$728,364.34
Total Project Savings Over 30 Years	\$20,315,965.45
Net Project Savings Over 30 Years	\$11,392,405.22



Savings Using 5% Energy Cost Escalation Factor

FULL PROJECT PROFORMA CASH FLOW ^{1,2}



Scope: Full Project Scope								
Year	Annual ECAA Loan Payment	Hilltop 15Y Increasing Debt Service with 1Y Capitalized Interest	Solar O&M Service & Energy Dashboard	Total Cost	Maintenance Savings & Avoided Cost	Project Savings	Annual Savings	Cumulative Savings
0	\$ -	\$ -	\$ -	\$ -	\$ 17,314	\$ 330,156	\$ 347,470	\$ 347,470
1	\$ 192,774	\$ 231,950	\$ 40,700	\$ 465,424	\$ 69,256	\$ 346,664	\$ (49,504)	\$ 297,965
2	\$ 192,774	\$ 236,660	\$ 41,921	\$ 471,355	\$ 71,334	\$ 363,997	\$ (36,025)	\$ 261,941
3	\$ 192,774	\$ 241,100	\$ 43,179	\$ 477,053	\$ 73,474	\$ 382,197	\$ (21,382)	\$ 240,559
4	\$ 192,774	\$ 246,270	\$ 44,474	\$ 483,518	\$ 75,678	\$ 401,307	\$ (6,534)	\$ 234,025
5	\$ 192,774	\$ 251,140	\$ 45,808	\$ 489,722	\$ 77,948	\$ 421,372	\$ 9,598	\$ 243,623
6	\$ 192,774	\$ 256,710	\$ 47,182	\$ 496,667	\$ 80,274	\$ 442,441	\$ 10,447	\$ 254,070
7	\$ 192,774	\$ 261,950	\$ 48,598	\$ 503,322	\$ 82,658	\$ 464,563	\$ 27,854	\$ 281,924
8	\$ 192,774	\$ 266,860	\$ 50,056	\$ 509,690	\$ 85,098	\$ 487,791	\$ 46,713	\$ 328,637
9	\$ 192,774	\$ 272,440	\$ 51,558	\$ 516,772	\$ 87,598	\$ 512,180	\$ 66,079	\$ 394,716
10	\$ 192,774	\$ 277,660	\$ 53,104	\$ 523,538	\$ 90,152	\$ 537,789	\$ 87,041	\$ 481,758
11	\$ 192,774	\$ 283,520	\$ 54,697	\$ 530,992	\$ 92,758	\$ 564,679	\$ 33,687	\$ 515,445
12	\$ 192,774	\$ 288,990	\$ 56,338	\$ 538,102	\$ 95,408	\$ 592,913	\$ 54,810	\$ 570,255
13	\$ 192,774	\$ 294,070	\$ 58,028	\$ 544,873	\$ 98,118	\$ 622,558	\$ 77,686	\$ 647,940
14	\$ 192,774	\$ 300,760	\$ 59,769	\$ 553,303	\$ 100,888	\$ 653,686	\$ 100,383	\$ 748,323
15	\$ 192,774	\$ -	\$ 61,562	\$ 254,337	\$ -	\$ 686,370	\$ 432,034	\$ 1,180,357
16	\$ 192,774	\$ -	\$ 63,409	\$ 256,183	\$ -	\$ 720,689	\$ 464,506	\$ 1,644,863
17	\$ 192,774	\$ -	\$ 65,312	\$ 258,086	\$ -	\$ 756,723	\$ 498,638	\$ 2,143,500
18	\$ -	\$ -	\$ 67,271	\$ 67,271	\$ -	\$ 794,560	\$ 727,289	\$ 2,870,789
19	\$ -	\$ -	\$ 69,289	\$ 69,289	\$ -	\$ 834,288	\$ 764,999	\$ 3,635,787
20	\$ -	\$ -	\$ 71,368	\$ 71,368	\$ -	\$ 876,002	\$ 804,634	\$ 4,440,422
21	\$ -	\$ -	\$ 73,509	\$ 73,509	\$ -	\$ 919,802	\$ 846,293	\$ 5,286,715
22	\$ -	\$ -	\$ 75,714	\$ 75,714	\$ -	\$ 965,792	\$ 890,078	\$ 6,176,793
23	\$ -	\$ -	\$ 77,985	\$ 77,985	\$ -	\$ 1,014,082	\$ 936,096	\$ 7,112,890
24	\$ -	\$ -	\$ 80,325	\$ 80,325	\$ -	\$ 1,064,786	\$ 984,461	\$ 8,097,350
25	\$ -	\$ -	\$ 82,735	\$ 82,735	\$ -	\$ 1,118,025	\$ 1,035,290	\$ 9,132,641
26	\$ -	\$ -	\$ 85,217	\$ 85,217	\$ -	\$ 1,173,926	\$ 1,088,710	\$ 10,221,350
27	\$ -	\$ -	\$ 87,773	\$ 87,773	\$ -	\$ 1,232,623	\$ 1,144,849	\$ 11,366,200
28	\$ -	\$ -	\$ 90,406	\$ 90,406	\$ -	\$ 1,294,254	\$ 1,203,847	\$ 12,570,047
29	\$ -	\$ -	\$ 93,119	\$ 93,119	\$ -	\$ 1,358,967	\$ 1,265,848	\$ 13,835,895
30	\$ -	\$ -	\$ 95,912	\$ 95,912	\$ -	\$ 1,426,915	\$ 1,331,003	\$ 15,166,898
Totals	\$ 3,277,161	\$ 3,710,080	\$ 1,936,319	\$ 8,923,560	\$ 728,364	\$ 23,362,094	\$ 15,166,898	\$ 15,166,898

Notes:

- 1.) SiteLogIQ is not a Municipal Financial Advisor and this tool is used to confirm if the proposed project is Budget Neutral or better in compliance with CA Govt. Code 4217.
- 2.) Cash Flow is based on a Preliminary Analysis using rough order of magnitude budgetary estimates and other standard assumptions. Final analysis and results may vary.
- 3.) Scope of work includes

INPUTS	
BASE PROJECT COST	\$ 5,717,943
GPS INFECTION PROTECTION ADDER	\$ 47,462
TOTAL PROJECT COST	\$ 5,765,405
ECAA LOAN AMOUNT	\$ 3,000,000
ECAA FINANCE TERM (YEARS)	17
ECAA INTEREST RATE	1.00%
TEML LOAN AMOUNT	\$ 2,765,405
TEML FINANCE TERM (YEARS)	20
TEML INTEREST RATE	3.80%
UTILITY ESCALATION	5.0%
CALCULATED ENERGY SAVINGS	\$ 330,156
LIGHTING MAINT/AVOIDED COST SAVINGS	\$ 13,468
HVAC MAINT/AVOIDED COSY SAVINGS	\$ 55,788
SOLAR O&M COST	\$ 40,700
O&M/MAINT ESCALATION	3.0%

Project Savings	
Total ECAA Loan Payments	\$3,277,160.81
Total TEML Payments	\$3,710,080.00
Total Solar O&M	\$1,936,319.42
Total Project Costs over 30 Years	\$8,923,560.23
Project Savings	\$23,362,093.68
Maintenance/Avoided Cost Savings	\$728,364.34
Total Project Savings Over 30 Years	\$24,090,458.02
Net Project Savings Over 30 Years	\$15,166,897.79

5 Years
10 Years