

CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA

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

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

Monday, October 2, 2017

7:00 PM

City Council Chambers

Welcome to your City of Oakdale City Council meeting.

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

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

- 1. Call to Order 7:00 p.m.
- 2. City Council Members Present/Absent
- 3. Pledge of Allegiance
- 4. Invocation Provided by Pastor Jeff Holder, Community United Methodist Church
- 5. Presentations/Acknowledgements
- 6. Additions/Deletions
- 7. Public Comments

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

8. Appointment to Boards and Commissions

None Scheduled.

"Cowboy Capital of the World"

Next City Council Resolution: 2017-116 Next Ordinance: 1250

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.4. 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 September 18, 2017.
- 9.2: Receive and File the Warrant List for the period of September 14, 2017 to September 26, 2017.
- 9.3: Waive Readings of Ordinances/Resolutions except by Title.
- 9.4: Approve by Minute Order City Co-Sponsorship of the Friends of Oakdale Library Annual Book Sale (March 5 8, 2018).

10. Public Hearings

10.1: Consider Introducing and Waiving the First Reading of Ordinance 1250 (also known as CODE TEXT AMENDMENT 2017-10) an Ordinance of the City of Oakdale. California amending the Oakdale Municipal Code. Chapter 19. Offenses — Miscellaneous. Article IV Coasting Devices related to rules and regulations governing skate park use. The proposed Code Text Amendment includes specific language related to Government Code Section 831.7, and Health and Safety Code Sections 115800 and 115800.1 stating that skateboarding and in-line skating or other wheeled devices are deemed hazardous recreational activities. Notice of Public Hearing published in the Oakdale Leader September 20. 2017.

The proposed project is exempt from analysis under the California Environmental Quality Act (CEQA) under the general rule that CEQA applies only to projects that have the potential for causing significant environmental effects, as specified in Section 15061(b)(3).

Recommended Action: Introduce and Waive the First Reading of Ordinance 1250, an Ordinance of the City of Oakdale, California Amending Chapter 19, Offenses — Miscellaneous, Article IV Coasting Devices related to rules and regulations governing skate park use. The proposed Code Text Amendment includes specific language related to Government Code Section 831.7, and Health and Safety Code Sections 115800 and 115800.1 stating that skateboarding and in-line skating or other wheeled devices are deemed hazardous recreational activities.

Next City Council Resolution: 2017-116 Next Ordinance: 1250

11. Staff Reports

11.1: Consider a Resolution of the City of Oakdale City Council Approving an Amended Police Service Agreement with The Oakdale Joint Unified School District for A School Resource Officer Program and Authorizing the City Manager to Execute Agreement.

Recommended Action: Adopt Resolution 2017-_____, a Resolution of the City of Oakdale City Council Approving an Amended Police Service Agreement with The Oakdale Joint Unified School District for A School Resource Officer Program and Authorizing the City Manager to Execute Agreement.

11.2: Consider Accepting by Minute Order the August 2017 Treasurer's Report.

Recommended Action: Accept by Minute Order, the August 2017 Treasurer's Report.

11.3: Discussion of Proposed Ordinance 2017- , Repealing Article IV. Medical Marijuana Dispensary, Cultivation and Delivery Ban, of Chapter 14, Health and Sanitation, and Adding Chapter 37, Cannabis Regulations, to the Oakdale Municipal Code to Regulate Cannabis Businesses.

Recommended Action: Provide City Council Direction to City Staff Pertaining to Proposed Ordinance 2017-____, Repealing Article IV. Medical Marijuana Dispensary, Cultivation and Delivery Ban, of Chapter 14, Health and Sanitation, and Adding Chapter 37, Cannabis Regulations, to the Oakdale Municipal Code to Regulate Cannabis Businesses.

- 12. City Manager's Report
- 13. City Council Items

14. Adjournment

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

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

DECLARATION OF POSTING

I, Kathy Teixeira, City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, October 2, 2017 at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Thursday, September 28, 2017.

Dated: September 28, 2017.

/s/Kathy Teixeira

Kathy Teixeira, CMC

City Clerk

AGENDA ITEM 9.1:



CITY OF OAKDALE Draft City Council Regular Meeting Minutes

City Council Chambers 277 North Second Avenue Oakdale, California

Monday, September 18, 2017

7:00 PM

City Council Chambers

1. CALL TO ORDER:

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

2. CITY COUNCIL MEMBERS PRESENT/ABSENT:

Present: Mayor Paul

Mayor Pro Tem Dunlop Council Member Bairos Council Member McCarty Council Member Murdoch

Staff Present: City Manager Whitemyer

City Attorney Hallinan Finance Director Avila

Public Workers Superintendent Bridgewater

Police Lieutenant Carrillo

Public Services Director Gravel

Police Chief Heller

Management Analyst Mondragon

City Clerk Teixeira

3. PLEDGE OF ALLEGIANCE:

Mayor Paul led the assembly in the Pledge of Allegiance.

4. INVOCATION:

The invocation was provided by Reese VanderVeen, Community Christian Reformed Church.

5. PRESENTATIONS/ACKNOWLEDGEMENTS:

Mayor Paul thanked the Lions Club for displaying our Nation's flag throughout town on Labor Day and Patriots Day.

5.1: Certificate of Recognition Stanislaus River Watch Group.

Michael Hancock provided a PowerPoint recognizing work done by the Stanislaus River Watch Group. Mr. Hancock then introduced members of the group to the City Council.

Following introduction by Mayor Paul, Stanislaus County Supervisor Olsen recognized the Stanislaus River Watch Group and Captain Phil McKay with a Certificate of Appreciation.



Monday, September 18, 2017 Next City Council Resolution: 2017-112 City Council Chambers Next Ordinance: 1250

Mayor Paul presented the certificate of appreciation to Annette Halverson.

Ms. Halverson invited Chris Guptill with Operation 9-2-99 forward to speak.

Mr. Guptill addressed the public explaining what their volunteerism towards keeping the river clean along the Tuolumne River from 9th Street in Modesto to Highway 99.

5.2: Certificate of Recognition Captain Phil McKay, Fish and Wildlife Group.

Mike Hancock introduced Phil McKay, Patrol Captain with Fish and Wildlife Group and two special guests, John Baker, Deputy Chief for the Central Region (Region 4) and Park Ranger Heather Wright with the United States Army Corp of Engineers. Mayor Paul thank you.

Patrol Captain Phil McKay addressed the City Council and audience.

Park Ranger Heather Wright addressed the audience related to Patrol Captain Phil McKay and his upcoming retirement.

5.3: Certificate of Recognition Amy Velasco.

Mayor Paul introduced Amy Velasco and presented her with a Certificate of Recognition for her role in the grand opening celebration of the Oakdale Community Park.

Amy Velasco addressed the City Council stating she was honored to be chosen to plan the grand opening celebration and it was an honor to have the opportunity to work with City employees in coordinating this event.

5.4: Presentation by Valley Vision Stanislaus - Update to the Regional Transportation Plan/Sustainable Communities Strategy.

A PowerPoint Presentation was provided.

Kendall Flint, part of the consulting team working with the Stanislaus Council of Governments (StanCOG) advised the City Council Rosa De Leon Park, Executive Director of the StanCOG and Elizabeth Hahn, Project Manager with StanCOG were in attendance this evening. Ms. Flint then provided an overview and update on the Regional Transportation Plan/Sustainable Communities Strategy.

6. ADDITIONS/DELETIONS:

Mayor Paul asked whether there were any additions or deletions to the agenda. No items were added or deleted.

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Monday, September 18, 2017 Next City Council Resolution: 2017-112 City Council Chambers Next Ordinance: 1250

7. PUBLIC COMMENTS:

Alice Garcia requested the City Council install blinking lights at the Sixth Avenue and F Street, as installed on Lee Avenue.

Jay Perez expressed concern with the continued speeding and lack of respect demonstrated by the high school students. He stated the Police Department is not patrolling the area and these kids need to be ticketed as the speeding traffic situation has gotten worse.

Chief Heller advised he had called Mr. Perez on several occasions to discuss the matter but did not receive a return phone call.

Woman who did not identify herself but lives on Townhill Road asked who she would contact to get the traffic to slow down on Knox and Sierra; and who is responsible for the weeds and refuse on the railroad tracks. She citing her inability despite many phone calls to the railroad asked who in the City may she contact to get a good number for the railroad.

City Manager Whitemyer responded she would contact Stanislaus Consolidated Fire Protection District who has been attempting to work with the railroad to get the railroad areas in town cleaned up. He noted that he would be meeting with the Fire District in the next couple of weeks so he would try to obtain a good contact number.

8. APPOINTMENT TO BOARDS AND COMMISSIONS:

None scheduled.

9. CITY COUNCIL CONSENT AGENDA:

Mayor Paul asked whether there were any questions on any matter listed on the Consent Agenda. No questions or comments were received.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.5 for September 18, 2017 as follows:

- 9.1: Approve the Regular City Council Meeting Minutes of September 5, 2017.
- 9.2: Receive and File the Warrant List for the period of September 1, 2017 to September 13, 2017.
- 9.3: Waive Readings of Ordinances/Resolutions except by Title.

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Monday, September 18, 2017 Next City Council Resolution: 2017-112 City Council Chambers Next Ordinance: 1250

- 9.4: Adopt Resolution 2017-112, a Resolution of the City Council of the City of Oakdale Authorizing Purchase of Two Hach Fl901 Data Loggers and Associated Equipment for the Sewer Department in the amount of \$19,355.38 funded by the Sewer Capital Replacement Fund 621 (621-4152-444-41-05).
- 9.5: Adopt Resolution 2017-113, a Resolution of the City Council of the City of Oakdale Awarding a Contract for the Installation of an 8" Water Meter and Backflow Device at 550/560 Armstrong Way to Michael Wheeler Construction, Inc. in the amount of \$34,757.00 which includes a 10% Contingency the Property Owner Will Reimburse \$19,885.00 to the City, Resulting in A Total Cost to The City Of \$14,872.00 to be Funded from Water Line Maintenance Fund 625 (625-4160-445-25-03).

Moved by Council Member Dunlop seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of September 2017 by the following vote:

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

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

10. PUBLIC HEARINGS:

None scheduled.

11. STAFF REPORTS:

11.1: Consider a Resolution of the City of Oakdale City Council Approving the Five-Year Memorandum of Understanding (MOU) Between Opportunity Stanislaus and the City of Oakdale Regarding Economic Development Services Provided by Opportunity Stanislaus to the City of Oakdale for the Years Of 2017 To 2021 In the Annual Amount of \$17,000.00 From Fund 110-1910-419-16-05 – General Government and Authorizing the City Manager to Execute The MOU.

City Manager Whitemyer presented the staff report recommending that the City Council adopt the draft resolution approving the Five-Year Memorandum of Understanding (MOU) between Opportunity Stanislaus and the City of Oakdale for Economic Development Services provided by Opportunity Stanislaus to the City of Oakdale for the Years of 2017 to 2021 in the annual amount of \$17,000.00 and authorize the City Manager to execute the MOU.

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Monday, September 18, 2017 Next City Council Resolution: 2017-112 City Council Chambers Next Ordinance: 1250

City Manager Whitemyer introduced Dave White, Tyler Richardson and Kurtis Clark of Opportunity Stanislaus. City Manager Whitemyer then reviewed the components of the MOU and the exhibits contained within the staff report with the City Council.

Dave White, Chief Executive Officer for Opportunity Stanislaus distributed handouts to the City Council. Mr. White then provided the City Council with a report on the services provided by Opportunity Stanislaus to the City of Oakdale.

MOTION

To adopt Resolution 2017-114, a Resolution of the City Council of the City of Oakdale Approving the Five-Year Memorandum of Understanding (MOU) Between Opportunity Stanislaus and the City of Oakdale Regarding Economic Development Services Provided by Opportunity Stanislaus to the City of Oakdale for the Years of 2017 to 2021 In the Annual Amount of \$17,000.00 from Fund 110-1910-419-16-05 – General Government and Authorizing the City Manager to Execute The MOU.

Moved by Council Member Dunlop seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of September 2017 by the following vote:

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

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

11.2: Consider a Resolution of the City of Oakdale City Council Approving a Comment Letter to Be Sent to Caltrans Regarding North County Corridor State Route 108 East Route Adoption Project Stanislaus County, California State Route 108 (PM R27.5/R45.5) And State Route 120 (PM R10.5/R12.5) 10-0S800; Final Environmental Impact Report SCH NO. 2008201069.

Mayor Pro Tem Dunlop declared a conflict of interest due to the location of his business being included within one of the proposed routes as well as a business partnership being impacted by the North County Corridor.

Mayor Pro Tem Dunlop left the dais and City Council Chambers.

A PowerPoint Presentation was provided and is incorporated herein to the minutes as Exhibit A.

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Monday, September 18, 2017 Next City Council Resolution: 2017-112 City Council Chambers Next Ordinance: 1250

City Manager Whitemyer presented the staff report recommending that the City Council approve the comment letter contained in staff's report recommending Route 1B and although this is staff's recommendation the project and ultimate decision is still a Caltrans project, and ultimately Caltrans decision.

Public Comment

Speaker	<u>Supports</u>
Kathy Poteet	Alignment 1B
Joy Bloomingcamp	u u
Jason Godkin	" "
Linda Bassett	Alignment 2B
Tracy Kayhanfar, representing ConAgra Brands	u u
Phil Brewer representing Oakdale ConAgra	u u
Nicole Clinker	u u
Farrell Jackson	Alignment 1B
John Brichetto	Alignment 2B
Larry Dial	Alignment 1B
Curt Corridor (spelling)	u u
Mike Cook	No Preference Provided
Name not provided (Townhill Resident)	Alignment 1B

MOTION

To adopt Resolution 2017-115, a Resolution of the City Council of the City of Oakdale

Moved by Council Member Murdoch seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of September 2017 by the following vote:

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

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

12. CITY MANAGER'S REPORT:

12.1: September 2017 Department Reports.

City Manager Whitemyer advised the City Council that the department reports for September 2017 have been provided in the City Council packet for review.

City Manager Whitemyer stated he is grateful for the community's involvement at the grand opening celebration for the Oakdale Community Park.

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Monday, September 18, 2017 Next City Council Resolution: 2017-112 City Council Chambers Next Ordinance: 1250

13. CITY COUNCIL ITEMS:

Council Member McCarty thanked Mickey Peabody for inviting him to attend the Senior Luau and thanked Amy Velasco and Lupe Aguilera for all their work on the Grand Opening of the Community Park, it was an honor to dedicate the Skate Park to Jason Turnage.

Mayor Paul thanked staff for the really incredible effort, on everyone's part, for the success of the Community Park grand opening celebration.

Alice Garcia approached the City Council podium and advised the City Council to watch the skateboarders as they are already using the playground area for skating.

14. ADJOURNMENT:

There being no further business, Mayor Paul adjourned the meeting at 8:54 p.m.						
ATTEST:	APPROVED:					
Kathy Teixeira, CMC City Clerk	Pat Paul Mayor					

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North County Corridor

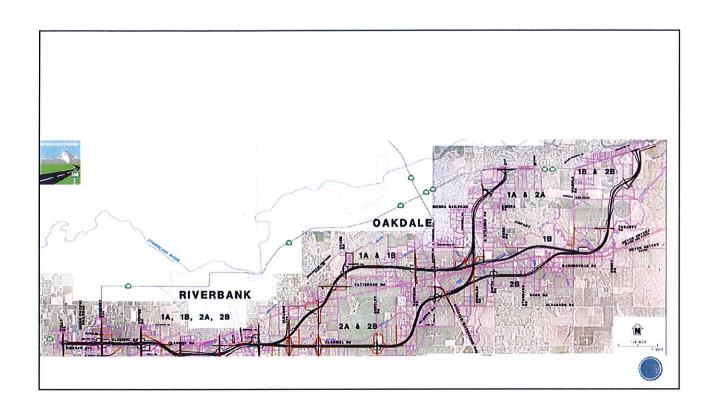
Comment Letter to Caltrans September 18, 2017

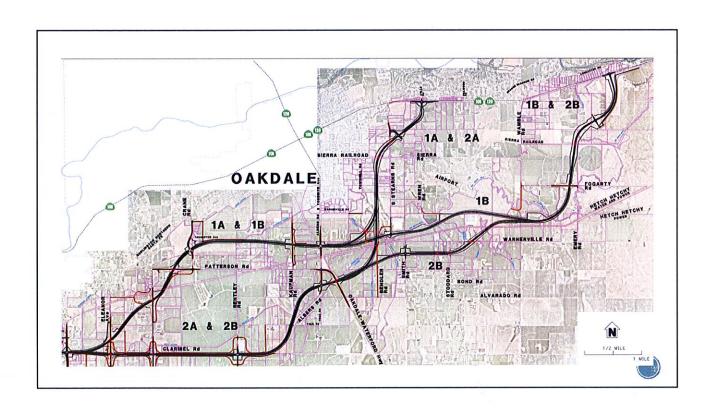


What is the North County Corridor?

- The North County Corridor is a joint project by Caltrans and the Federal Highway Administration
- Caltrans is the lead agency.
- Connects SR-219 near Modesto to SR-120 near Oakdale. The NCC EIR/EIS document analyzes the four Build Alternatives (1A, 1B, 2A, and 2B) and the No-Build Alternative.
- The western end of all alternatives is at the SR-219 (Kiernan Avenue)/Tully Road intersection.







Purpose and Need

- Reduces existing and future traffic congestion in northern Stanislaus County.
- Supports the efficient movement of goods and serves



Improves Interregional Travel

- Reduces average daily traffic volumes and current traffic congestion
- Accommodates anticipated future traffic on the existing SR-108 and the surrounding regional transportation network in Stanislaus County and the cities of Modesto, Riverbank, and Oakdale
- Supports the efficient movement of goods and services throughout the region for the benefit of the regional economy by providing a more direct and dependable truck route



Improves Interregional Travel

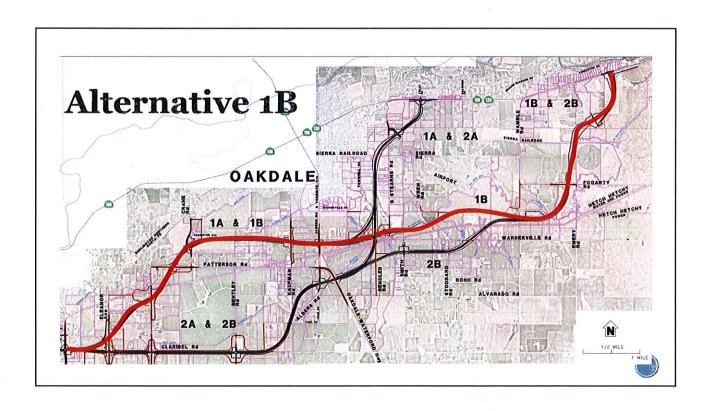
 Improves the efficiency of interregional travel by reducing travel times for long distance commuters, recreational traffic, and interregional goods movement.

City Council Discussion

- On October 3, 2016, the Oakdale City Council discussed, deliberated, and received public testimony regarding the four (4) route alternatives considered in the NCC EIR/EIS
- Council approved Resolution No. 2016-117 offering preliminary support of alignment Alternatives 1B and 2B







Staff Recommends Route 1B

- Route Alternative 1B provides the least negative impact on the goals and policies of the City's 2030 General Plan
- Route Alternative 1B displaces the least amount of homes and businesses, as referenced throughout the EIR/EIS, notable Table 2.4-1
- Route Alternative 1B also connects to the City's Future Specific Plan Area 5, along Crane Road, and the City's South Oakdale Industrial Specific Plan area.



Staff Recommends Route 1B

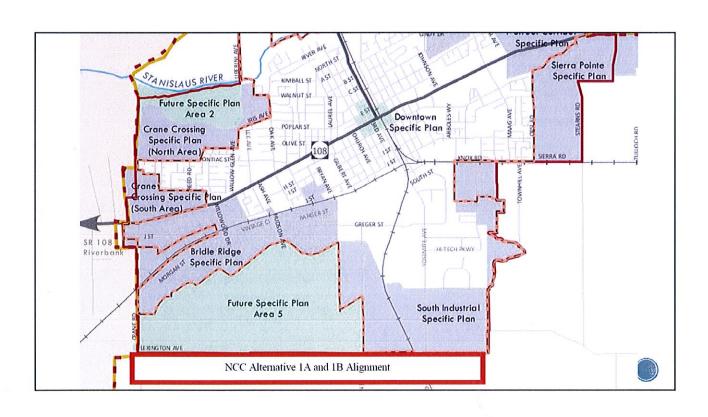
- Route Alternative 1B and its future connections to the City of Oakdale accommodates connections to existing and planned industrial and commercial land uses, thereby eliminating any connection to existing or planned residential neighborhoods
- Route Alternative 1B is primarily located south of the City's existing core, while providing connections for future growth areas of the City.



Staff Recommends Route 1B

- The City has reviewed Alternative 1B in comparison to its 2030 General Plan, the adopted Bridle Ridge Specific Plan, Future Specific Plan Area 5, the adopted South Oakdale Industrial Specific Plan, and the adopted Sierra Pointe Specific Plan.
- Route Alternative 1B has the least impact on these policy documents, and in general, is consistent with these documents.

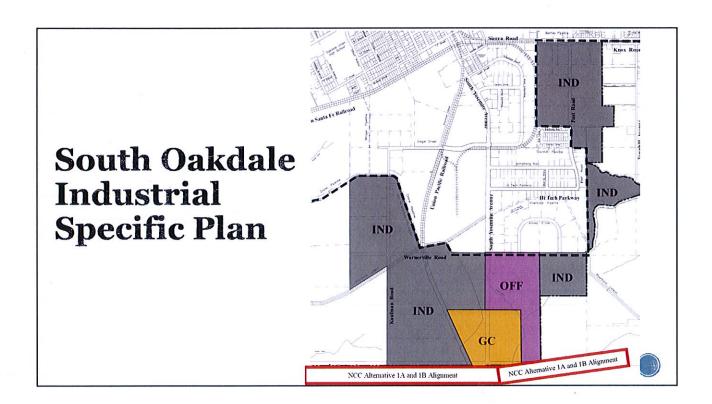




Staff Recommends Route 1B

- Route Alternative 1B also provides a direct connection to the City's planned development within the South Oakdale Industrial Specific Plan.
- This connection will allow for the efficient transportation of goods and services between industrial users within the City to the State Highway 99 corridor.
- By providing this direct connection to the City's South Oakdale Industrial Specific Plan area, the NCC achieves its purpose and need by enhancing the efficient movement of goods and services, as well as enhancing the interregional economy.





Staff Recommendation

- Adopt a resolution approving a comment letter to Caltrans that identifies Alternative Route 1B as the City's preferred alternative because Route 1B:
 - Minimizes the number of homes and businesses that need to be acquired;
 - Does not tie into or terminate at a residential neighborhood;
 - Routes a majority of NCC traffic around the Oakdale community; and
 - Has the least amount of impact to the City's General Plan and various Specific Plan documents.
 - Estimated costs of Alternative 1B is lower than Alternative 2B by \$11 million



PREPARED 09/27/2017, 11:51:36

PROGRAM: GM350L

A/P CHECKS BY PERIOD AND YEAR

AGENDA ITEM 9.2: PAGE 1

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City of Oakdale FROM 09/14/2017 TO 09/26/2017 BANK CODE

CHECK CHECK DATE NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
09/15/2017 139078	A & A PORTABLES	1470				50.98
	08/31/2017	1470 TEMP FENCING	1-694882		02/2018	50.98
09/15/2017 139079	A SIMPLE SOLUTION	727			/	158.89
622-4152-444.25-03 625-4160-445.25-03	A SIMPLE SOLUTION 09/01/2017 09/01/2017	COMMUNICATIONS COMMUNICATIONS	7830 7830	180006 180006	03/2018 03/2018	79.44 79.45
09/15/2017 139080	ABS DIRECT, INC. 08/28/2017	504				7,047.38
622-4153-444.25-03			110797		02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018	175.81
625-4161-445.25-03	08/28/2017	LATE NOTICES	110797		02/2018	175.81
622-4153-444.29-00	08/28/2017	LATE NOTICES	110797		02/2018	287.13
625-4161-445.29-00	08/28/2017	LATE NOTICES	110797		02/2018	287.14
622-4153-444.25-03	08/31/2017	UTILITY BILLING	110916		02/2018	790.85
625-4161-445.25-03	08/31/2017	UTILITY BILLING	110916		02/2018	790.84
622-4153-444.29-00	08/31/2017	UTILITY BILLING	110916		02/2018	1,638.20
625-4161-445.29-00	08/31/2017	UTILITY BILLING	110916		02/2018	1,638.20
627-4170-446.29-00	08/31/2017	UTILITY BILLING	110916		02/2018	25.00
622-4152-444.25-03	08/31/2017	FLYER	110912		02/2018	149.41
613-1910-419.25-03	08/31/2017	FLYER	110912		02/2018	1,088.99
09/15/2017 139081	AG MOBILE TRANSMISSION RE	PATR 999999				655.16
110-2110-421.24-03		VEHICLE MAINTENANCE	9169		01/2018	655.16
09/15/2017 139082	AIRMERGENCY	1445				130.00
110-7213-472.24-02	09/01/2017	HVAC SERVICE	5509		03/2018	130.00
09/15/2017 139083	ALL AMERICAN TRAFFIC SUPP	LIES, 1455				4,896.60
110-4140-443.27-06	08/09/2017	STREET PAINT	CITOAK080917		02/2018	4,896.60
110 4140 445.27 00	00/03/2017	SIRBEI IAINI	CITOAROUGHT		02/2010	4,000.00
09/15/2017 139084	ALPHA ANALYTICAL LABORATO	RIES 1469				3,124.00
622-4151-444.25-03	09/01/2017	PUBLIC WORKS SERVICES	7091073-SFL	180024	03/2018	213.00
622-4151-444.25-03	09/08/2017	PUBLIC WORKS SERVICES	7091435-SFL	180024	03/2018	39.00
622-4151-444.25-03	08/31/2017	PUBLIC WORKS SERVICES	7084184-SFL	180024	02/2018	39.00
622-4151-444.25-03	09/11/2017	PUBLIC WORKS SERVICES	7091435-SFL 7084184-SFL 7091552-SFL	180024	03/2018 03/2018 02/2018 03/2018	213.00
622-4151-444.25-03	09/08/2017 09/08/2017 08/31/2017 09/11/2017	PUBLIC WORKS SERVICES	7091558-SFL	180024	03/2018	2,620.00
09/15/2017 139085	ANIMAL DAMAGE MANAGEMENT	999999				595.00
110-7210-472.27-06	08/27/2017	GOPHER CONTROL	100996		02/2018	485.00
627-4170-446.27-06	08/27/2017	GOPHER CONTROL	100996		02/2018	110.00
09/15/2017 139086	ARC	280				652.92
219-4110-441.25-03	07/20/2017	COLOR BOND PLOT	1734549		01/2018	333.58
219-4110-441.23-00	08/21/2017	MISCELLANEOUS SERVICES	1754232		02/2018	106.45
622-4152-444.23-00	08/21/2017	MISCELLANEOUS SERVICES	1754232	180041	02/2018	106.45
625-4160-445.23-00	08/21/2017	MISCELLANEOUS SERVICES	1754232		02/2018	106.44
09/15/2017 139087	AT & T MOBILITY	671				389.84
110-2110-421.20-04	08/21/2017	TELEPHONE	287258601288		03/2018	389.84
09/15/2017 139088	AT&T	1070				4.48
625-4160-445.20-03	09/01/2017	TELEPHONE	248134-87506048		03/2018	4.48
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A/P CHECKS BY PERIOD AND YEAR

PAGE 2 PROGRAM: GM350L City of Oakdale FROM 09/14/2017 TO 09/26/2017 00 BANK CODE

NUMBER NUMBER VENDOR NAME VENDOR SET	CHECK CHECK DATE NUMBER	VENDOR NAME	VENDOR #				CHECK
09/15/2017 139089 BATTERY SYSTEMS INC. 1503 10-2110-421.24-03 08/04/2017 VEHICLE MAINTENANCE 4090527 02/2018 144.44 622-4152-444.24-03 08/04/2017 VEHICLE MAINTENANCE 4090527 02/2018 20/2018 100-2110-421.27-04 08/17/2017 08/17/2017 08/17/2017 08/17/2017 08/17/2017 08/17/2017 08/17/2017 08/17/2017 08/17/2017 08/17/2017 139001 08/17/2017 08/1	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
09/15/2017 139091 ERXER'S FRAME WORKS & BADGE F 9999999 10-2110-4217-042 139091 10-4142-426.25-03 07/28/2017 139091 10-4142-426.25-03 07/28/2017 ELECTRICAL EQUIP SUPPLIES 5189 180039 01/2018 665.00 09/15/2017 139093 07/28/2017 139091 10-4142-426.25-03 07/28/2017 139093 07/28/2017 139093 07/28/2017 139093 07/28/2017 139093 07/28/2017 139093 07/28/2017 139093 08/14/2017 139094 08/14/2017 139094 08/14/2017 139094 08/14/2017 08/14/2017 139094 08/14/2017 08/14/2017 139093 08/14/2017 08/14/2017 139093 08/14/2017 08/14/2017 139093 08/14/2017 08/14/2017 139093 08/14/2017 08/14/2017 139093 08/14/2017 08/14/2017 139093 08/14/2017 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 139093 08/14/2017 08/14/2018 139033 08/14/2017 08/14/2018 139033 08/14/2017 08/14/2018 139033 08/14/2017 08/14/2018 139033 08/14/2017 08/14/2018 139033 08/14/2017 08/14/2018 139033 08/14/2017 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08/14/2018 08							
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09/15/2017 139113 286-6230-476.24-09 110-7210-472.25-15	GROVER LANDSCAPE SERVICES 08/29/2017 08/31/2017	S INC. 104 EQUIPMENT MAINTENANCE TL DAVIS	0254691 0254640	180035	02/2018 02/2018	3,148.10 108.10 3,040.00
09/15/2017 139114 625-4160-445.24-03	HAIDLEN FORD-MERCURY 09/01/2017	111 VEHICLE MAINTENANCE	5024255		03/2018	272.62 272.62
09/15/2017 139115 110-4120-442.25-03	HOTSY PACIFIC 08/18/2017	337 SERVICE CALL	55479		02/2018	503.96 503.96
09/15/2017 139116 110-7213-472.16-02	IBARRA, MARIO 09/08/2017	5555555 EDUCATION REIMB	IBARRA,M		03/2018	197.17 197.17
09/15/2017 139117 625-4160-445.27-06 622-4152-444.27-06	INDUSTRIAL ELECTRICAL CO 07/07/2017 07/26/2017	342 WELL 7 REPAIR PUMP REPAIR	SI-005944 PI-003868		01/2018 01/2018	13,641.90 10,412.09 3,229.81
09/15/2017 139118 622-4151-444.25-03	KCI SWEEPING 08/31/2017	1476 GROUNDS MAINTENANCE	17-08121	180023	02/2018	385.67 385.67
09/15/2017 139119 720-3110-431.25-03	K.D. ANDERSON & ASSOCIATE 08/17/2017	ES, IN 4 EXTENSION PROJECT	35421		01/2018	143.00 143.00
09/15/2017 139120 110-2110-421.25-06	, ,	PRE EMPLOYEMENT	2084		02/2018	1,238.86 1,238.86
09/15/2017 139121 621-4159-444.25-03 316-4149-443.42-04 624-4169-445.42-10 621-4159-444.42-09 628-4170-446.41-02 221-4149-443.42-04 221-4149-443.42-05 720-3110-431.25-03 622-4152-444.25-03	MCR ENGINEERING INC. 05/31/2017 05/31/2017 05/31/2017 05/31/2017 05/31/2017 05/31/2017 05/31/2017 05/31/2017 09/30/2016 05/31/2017	158 ARCHITECT-ENGINEER	12579 12584 12580 12586 12578 12582 12581 11986 12585	160167 170095	01/2018	45,168.89 6,884.69 1,155.00 15,064.00 4,845.20 880.00 4,300.00 4,230.00 7,685.00 125.00
09/15/2017 139122 110-2110-421.24-03	MITCHELL'S MODESTO H-D 07/11/2017		759259		01/2018	936.65 936.65
09/15/2017 139123 622-4151-444.25-03	MODESTO BEE 08/29/2017	166 EMPLOYMENT AD	341811		02/2018	353.00 353.00
09/15/2017 139124 110-4140-443.27-06	MODESTO WELDING PRODUCTS 08/25/2017	830 CYLINDER RENTAL	127206		02/2018	19.80 19.80
09/15/2017 139125 622-4152-444.24-03	MUNICIPAL MAINTENANCE EQU 06/26/2017	JIPMEN 173 TS MAINTENANCE	0120083-IN		01/2018	7,833.49 7,586.25

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PROGRAM: GM350L City of Oakdale FROM 09/14/2017 TO 09/26/2017 00 BANK CODE

CHECK CHECK DATE NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
622-4152-444.24-03	08/29/2017	VEHICLE MAINTENANCE	0121588-IN		02/2018	247.24
09/15/2017 139126	NATIONAL METER & AUTAOMAT					26,251.39
110-0000-140.00-00	07/12/2017	METER	S1086677.001		01/2018	12,253.73
110-0000-140.00-00	08/31/2017	METER	S1088866.001		02/2018	13,997.66
09/15/2017 139127	O'REILLY AUTOMOTIVE STORE	ES, IN 1533				153.85
622-4151-444.27-06	08/15/2017	, MAINTENANCE	2721-265585		02/2018	23.52
622-4151-444.24-02	08/11/2017	MAINTENANCE	2721-264464		02/2018	11.16
622-4151-444.27-06	09/06/2017	MISC. SUPPLIES	2721-271613		03/2018	101.85
622-4151-444.27-06	08/15/2017	MISC. SUPPLIES	2721-265684		02/2018	17.32
09/15/2017 139129	O'REILLY AUTOMOTIVE STORE	ES, IN 62				1,369.47
622-4152-444.24-03	08/18/2017	VEHICLE MAINTENANCE	2721-266477		02/2018	72.05
625-4160-445.24-03	09/05/2017	MISC SUPPLIES	2721-271449		02/2018	83.56
625-4160-445.24-03	08/30/2017	MISC SUPPLIES	2721-269713		02/2018	62.19
622-4152-444.24-03	08/30/2017	MISC SUPPLIES	2721-269879		02/2018	55.36
622-4152-444.24-03	08/30/2017	MISC SUPPLIES	2721-269876		02/2018	133.88
110-2110-421.24-03	08/24/2017	MISC SUPPLIES	2721-268119		02/2018	185.41
110-4140-443.24-03	08/29/2017	MISC SUPPLIES	2721-269496		02/2018	104.16
110-4140-443.24-03	08/24/2017	MISC SUPPLIES	2721-267822		02/2018	150.48
110-4140-443.24-03	08/23/2017	MISC SUPPLIES	2721-267930		02/2018	7.28
110-4140-443.24-03	08/29/2017	MISC SUPPLIES	2721-269139		02/2018	109.88
625-4160-445.27-06	08/29/2017	MISC SUPPLIES	2721-269432		02/2018	30.50
625-4160-445.27-06	08/29/2017	MISC SUPPLIES	2721-269257		02/2018	10.17
110-2110-421.24-03	08/24/2017	MISC SUPPLIES	2721-268109		02/2018	66.24
219-4110-441.24-03	08/28/2017	MISC SUPPLIES	2721-269247		02/2018	65.40
219-4110-441.24-03	08/29/2017	MISC SUPPLIES	2721-269497		02/2018	177.91
110-4120-442.27-06	08/28/2017	MISC SUPPLIES	2721-269304		02/2018	55.00
09/15/2017 139130	OAK VALLEY HOSPITAL	191				75.00
625-4160-445.25-03	08/09/2017	DOT EXAM	CL0000004150		02/2018	37.50
622-4152-444.25-03	08/09/2017	DOT EXAM	CL0000004150		02/2018	37.50
09/15/2017 139131	OAKDALE AUTOMOTIVE REPAIR					496.36
110-2110-421.24-03	08/23/2017	VEHICLE MAINTENANCE	2018677		02/2018	496.36
09/15/2017 139132	ON STAR PEST CONTROL	217				341.00
625-4160-445.25-03	07/11/2017	QUARTERLY SERVICES	113803		01/2018	28.00
622-4152-444.25-03	07/11/2017	QUARTERLY SERVICES	113803		01/2018	14.00
110-7210-472.25-03	07/11/2017	QUARTERLY SERVICES	113803		01/2018	14.00
110-4120-442.25-03	07/11/2017	QUARTERLY SERVICES	113803		01/2018	14.00
219-4110-441.25-03	09/01/2017	QUARTERLY SERVICES	115101		03/2018	14.00
625-4160-445.25-03	09/01/2017	QUARTERLY SERVICES	115101		03/2018	14.00
622-4152-444.25-03	09/01/2017	QUARTERLY SERVICES	115101		03/2018	14.00
110-7210-472.25-03	09/01/2017	QUARTERLY SERVICES	115101		03/2018	14.00
110-4120-442.25-03	09/01/2017	QUARTERLY SERVICES	115101		03/2018	14.00
217-7240-472.25-03	09/07/2017	BUILDING MAINTENANCE	115206	180025	03/2018	201.00
09/15/2017 139133	ONTEL SECURITY SERVICES,	INC. 1563				1,198.00
217-0000-222.07-00	08/31/2017	EVENT SECURITY	22866		02/2018	1,200.00
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PROGRAM: GM350L City of Oakdale

FROM 09/14/2017 TO 09/26/2017 BANK CODE 00

CHECK CHECK DATE NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
217-7260-305.03-05	08/31/2017	EVENT SECURITY	22866		02/2018	2.00-
09/15/2017 139134 625-4160-445.41-27	P&L CONCRETE PRODUCTS 08/15/2017	223 MISC MATERIALS	185211		02/2018	79.83 79.83
09/15/2017 139135 110-4142-426.20-01 219-4110-441.20-01 220-3110-431.20-01 625-4160-445.20-01 217-7240-472.20-01 110-4142-426.20-01 217-7240-472.20-01 631-4180-447.20-01 625-4160-445.20-01 110-2160-421.20-01	PG&E 08/30/2017 08/30/2017 08/30/2017 08/30/2017 08/31/2017 08/30/2017 09/01/2017 09/06/2017 09/06/2017	ELECTRIC	71657627262 74909432291 74909432291 70558644897 21489565081 48213775637 21072898444 41595816467 60775846904 96788309357		03/2018 03/2018 03/2018 03/2018 03/2018 03/2018 03/2018 03/2018 03/2018	84,411.65 523.13 505.71 505.71 6,204.35 2,384.91 549.06 15.63 755.02 57,989.78 20.31
110-7210-472.20-01 110-4142-426.20-01	08/30/2017 09/01/2017	ELECTRIC ELECTRIC	60758610988 58748645171		03/2018 03/2018	1,385.90 13,572.14
09/15/2017 139136 110-2110-421.24-03 220-3110-431.24-03 625-4160-445.24-03 622-4151-444.24-03 219-4110-441.24-03 110-2160-421.25-03 110-2161-421.25-03 110-7213-472.24-03 218-7220-472.24-03 110-1910-419.26-01	PRIME SHINE 09/01/2017 09/01/2017 09/01/2017 09/01/2017 09/01/2017 09/01/2017 09/01/2017 09/01/2017 09/01/2017 09/01/2017	VEHICLE MAINTENANCE	SI-01594 SI-01594 SI-01594 SI-01594 SI-01594 SI-01594 SI-01594 SI-01594 SI-01594		02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018 02/2018	332.00 252.00 8.00 14.00 6.00 8.00 12.00 20.00 4.00 4.00
09/15/2017 139137 343-7219-472.41-02 331-7219-472.42-11	ROSS F. CARROLL INC. 08/31/2017 07/31/2017	36 MISC PROFESSIONAL SERVICE MISC PROFESSIONAL SERVICE	6 12	170100 170097	02/2018 01/2018	156,732.67 49,155.62 107,577.05
09/15/2017 139138 744-7240-472.27-04	ROUDEBUSH, DAN 09/12/2017	4444444 SENIOR TRIP REFUND	ROUDEBUSH,D		03/2018	140.00 140.00
09/15/2017 139139 744-7240-472.27-04	ROYALTY, LINDA 09/08/2017	555555 PURCHASE REIMB	ROYALTY, L		03/2018	172.33 172.33
09/15/2017 139140 110-2110-421.25-03 625-4160-445.25-03	S.J.V.A.P.C.D. 07/02/2017 09/01/2017	600 ANNUAL PERMIT ANNUAL PERMITS N9305	N122749 N123648		01/2018 03/2018	528.00 264.00 264.00
09/15/2017 139141 627-4170-446.22-00 110-4140-443.27-06 110-4140-443.27-06 110-4140-443.27-06	SAFE-T-LITE OF MODESTO 08/24/2017 08/04/2017 08/10/2017 08/31/2017	255 SIGN HANDLE HANDLE RETURN SIGNS	339387 338494 338663 339359		02/2018 02/2018 02/2018 02/2018	1,615.37 88.53 49.18 49.18- 834.56

110-1310-413.27-06

622-4152-444.24-03 625-4160-445.24-03

09/15/2017 139151

110-2110-421.27-04

09/15/2017 139150 STILES TRUCK BODY & EQUIPMENT

08/24/2017

09/15/2017 139152 SWIFT LAWN & GARDEN

284-6210-476.24-07 07/30/2017

STURGES, KERI L. 09/01/2017

PROGRAM: GM350L City of Oakdale FROM 09/14/2017 TO 09/26/2017

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CHECK CHECK VENDOR # DATE NUMBER VENDOR NAME VENDOR # ACCOUNT # TRN DATE DESCRIPTION INVOICE PO # PER/YEAR ______ 110-4140-443.27-06 08/24/2017 SIGNS 627-4170-446.27-06 08/24/2017 SIGNS 110-4140-443.27-06 08/24/2017 SIGNS 02/2018 388.79 02/2018 02/2018 339120 339124 278.56 24.93 SHIMMEL, BETHANY 5555555 08/29/2017 15 DAYS PER DIEM 750.00 09/15/2017 139142 SHIMMEL, B 04/2018 110-2110-421.16-03 750.00 SHOOTERS WAREHOUSE & SUPPLY 9999999 09/15/2017 139143 5,240.00 08/10/2017 K9 UNIT DINNER AUCTION 8/10/17 02/2018 110-0000-246.46-00 5,240.00 09/15/2017 139144 SHORELINE ENVIRONMENTAL ENGINE 9999999 3,390.00 5,390.00 625-4160-445.25-03 06/30/2017 ENGINEERING SERVICES 730 01/2018 2,700.00 628-4170-446.41-02 04/30/2017 ENGINEERING SERVICES 717 01/2018 690.00 09/15/2017 139145 SIERRA CHEMICAL 449 625-4160-445.27-06 08/15/2017 CHLORINATION 625-4160-445.27-06 08/21/2017 CHLORINATION 625-4160-445.27-06 08/23/2017 CHLORINIATION 625-4160-445.27-06 08/25/2017 CHLORINIATION 866.95 SLS10050786 02/2018 SLC10017041 02/2018 678.43 252.00-02/2018 SLS10051162 686.52 SLC10017191 02/2018 246.00-09/15/2017 139146 SITEONE LANDSCAPE SUPPY 1530 126.96 03/2018 CONTROLLER 110-7210-472.27-06 09/01/2017 82372984 126.96 09/15/2017 139147 SOUTHERN COUNTIES FUELS 1182 2,045.17 0959356-IN 02/2018 0959356-IN 02/2018 0959356-IN 02/2018 0961513-IN 02/2018 0961513-IN 02/2018 27.31-30.58-STANISLAUS SHERIFF'S POSSE 8888888 09/15/2017 139148 400.00 03/2018 217-0000-204.05-00 09/05/2017 DEPOSIT REFUND SSP 400.00 20.19 09/15/2017 139149 STAPLES BUSINESS ADVANTAGE 1163 110-1310-413.27-06 08/23/2017 OFFICE SUPPLIES 622-4153-444.27-06 08/23/2017 OFFICE SUPPLIES 625-4161-445.27-06 08/23/2017 OFFICE SUPPLIES

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PURCHASE REIMB STURGES, K

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VEHICLE MAINTENANCE

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A/P CHECKS BY PERIOD AND YEAR

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PREPARED 09/27/2017, 11:51:36

PROGRAM: GM350L
City of Oakdale FROM 09/14/2017 TO 09/26/2017 BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
288-6243	-476.25-15	08/29/2017 08/29/2017 08/29/2017	GROUNDS MAINTENANCE GROUNDS MAINTENANCE GROUNDS MAINTENANCE	5973	180026	02/2018	519.04
288-6242-	-476.25-15	08/29/2017	GROUNDS MAINTENANCE	5972	180028	02/2018	253.08
285-6220	-476 25-15	08/29/2017	GROUNDS MAINTENANCE	5971	180030	02/2018 02/2018	6 206 90
	-472.41-02	07/31/2017	GROUNDS MAINTENANCE		170204	01/2018	49,706.74
09/15/2017	139153	TAMRIIDDINO HEATHER	555555				750.00
	-421.16-03	08/29/2017	S 555555 15 DAYS PER DIEM	TAMBURRINO, H		04/2018	750.00
09/15/2017	139154	TOP DOG POLICE K-9	TRAINING 1446				450.00
	-246.46-00	07/31/2017	MAINTENANCE TRAINING	17-07		01/2018	450.00
09/15/2017	139155	VANDERHEIDEN, GARY	555555				500.00
	-421.16-03	09/12/2017	10 DAYS PER DIEM	VANDERHEIDEN, G		03/2018	500.00
09/15/2017	139156	VERIZON	308				4,140.49
	-421.20-04	08/19/2017	TELEPHONES	570628357-00001		03/2018	
	-421.27-04	08/19/2017	EOUIP REPLACEMENT	570628357-00001		03/2018	34.49
	-421.20-04	08/26/2017	TELEPHONE	870628391-00001		03/2018	304.47
	-421.27-04	08/26/2017	EQUIPMENT	870628391-00001		03/2018	68.98
	-421.27-04	08/26/2017	EQUIPMENT	870628391-00001		03/2018	68.98
	-421.27-06	08/26/2017	EQUIPMENT	870628391-00001		03/2018	17.24
	-421.27-06	08/26/2017	EQUIPMENT	870628391-00001		03/2018	17.25
	-421.20-03	08/26/2017	TELEPHONE	372078107-00002		03/2018	570.15
	-472.20-04	08/19/2017	TELEPHONE	970617907-00001		03/2018	30.60
	-472.20-04	08/19/2017	TELEPHONE	970617907-00001		03/2018	62.62
110-7213	-472.27-06	08/19/2017	TELEPHONE	970617907-00001		03/2018	34.49
625-4160	-445.20-04	08/26/2017	TELEPHONE	570624185-00001		03/2018	715.15
110-4120-	-442.20-04	08/26/2017	TELEPHONE	570624185-00001		03/2018	59.27
622-4152	-444.20-04	08/26/2017	TELEPHONE	570624185-00001		03/2018	564.54
	-443.25-03	08/26/2017	TELEPHONE	570624185-00001		03/2018	55.00
	-444.20-04	08/26/2017	TELEPHONE	570624185-00001		03/2018	301.85
	-441.20-04	08/26/2017	TELEPHONE	570624185-00001		03/2018	38.57
	-433.20-04	08/26/2017	TELEPHONE	570624185-00001		03/2018	97.03
	-444.27-06	08/26/2017	EQUIPMENT	570624185-00001		03/2018	127.22
110-4140-	-443.27-06	08/26/2017	EQUIPMENT	570624185-00001		03/2018	127.21
09/15/2017	139157	VIOLATION PROCESSIN	IG DEPARTMEN 9999999				4.50
110-2110-	-421.27-04	09/01/2017	TOLL FEE	T661796153998		02/2018	4.50
09/15/2017	139158	WEIGLEIN CUSTOM FAR	MING 9999999				1,755.00
627-4170	-446.25-03	08/31/2017	AIRPORT MAINTENANCE	14-45		02/2018	1,755.00
09/15/2017	139159	WEST COAST SAND & G	GRAVEL INC. 320				1,881.99
	-444.41-02	08/28/2017	PUBLIC WORKS SERVICES	1266646	180049	02/2018	1,881.99
09/15/2017	139160	WGR SOUTHWEST, INC.	1560				2,410.66
622-4152	-444.25-03	08/23/2017	PUBLIC WORKS SERVICES	19534	170177	02/2018	472.50
	-444.25-03	08/23/2017	PUBLIC WORKS SERVICES	19546		02/2018	1,938.16
09/15/2017	139161	ZOOM IMAGING SOLUTI	CONS INC. 679				517.83
622-4152	-444.23-00	08/31/2017	COPIER LEASE	1833123		02/2018	129.46
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PREPARED 09/27/2017, 11:51:36 A/P CHECKS BY PERIOD AND YEAR

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City of Oakdale		FROM 09/14/2017 TO 09/20	6/2017		BANK CODE	00
CHECK CHECK DATE NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
625-4160-445.23-00 110-7210-472.25-03 220-3110-431.23-00	08/31/2017 08/31/2017 08/31/2017	COPIER LEASE COPIER LEASE COPIER LEASE	1833123 1833123 1833123		02/2018 02/2018 02/2018	129.46 129.45 129.46
09/15/2017 139162 110-0000-246.48-00	SOUND EXPRESS 09/15/2017	9999999 GRAND OPENING COMM PARK	9/15/17		03/2018	438.00 438.00
09/20/2017 139163 110-0000-219.19-00	CALIFORNIA STATE DISBURSE 09/22/2017	MENT 1361 PAYROLL SUMMARY	20170922		03/2018	301.84 301.84
09/20/2017 139164 110-0000-219.17-00	COLONIAL PROCESSING CENTE 09/22/2017	R 1059 PAYROLL SUMMARY	20170922		03/2018	27.41 27.41
09/20/2017 139165 110-0000-219.08-00	OPERATING ENGINEERS LOCAL 09/22/2017	#3 219 PAYROLL SUMMARY	20170922		03/2018	1,755.00 1,755.00
			DATE	RANGE TO	CAL *	649,694.67 *

AGENDA ITEM 9.3:

Waive Readings of Ordinances/Resolutions Except by Title.



CITY OF OAKDALE CO-SPONSORED SPECIAL EVENT APPLICATION

EVENT DATE(S) March 5,6,7,8,2018

By submitting this application, the applicant understands that the Parks and Recreation Commission will review the application under the policy set by the City Council at the Parks and Recreation Commission Meeting. If approved the applicant will be notified by City staff and guide you through the cosponsorship process.

T P P	
	he information requested in items "A1" through "A6" below. If any portion of the request s not apply to this Application, please indicate "N/A" for that item.
	e, address, and telephone numbers of each of the following: The person filing the application: Name: Colleen A. Cordano
A2.	An alternate person to contact if an emergency arises (someone other than a City employee) and the applicant is unavailable: Name: Sharon Arpoika

A3. The organization sponsoring the event (The "Applicant"): The Friends of the Oakdale Library

Name: (bleen A. Cordano
Title:	President, Friends of the Oakdale Library
	ho will be present and in charge of the event on the day of the event:
Name	NIEW / 1. CORUND
How will the proceeds of this en All proceeds as purch asing new programs, pay entertainers atth	vent be used? Le used to support the Oakdale Library by Dooks, providing supplies for library Ling for second performances by education and Melistary, or purchasing other Items that a re- Jue to the library onsibility on behalf of my group/organization for any damage or theft sustained to
I certify that I shall accept responsible City (premises furniture or	onsibility on behalf of my group/organization for any damage or theft sustained to equipment) because of the occupancy of said premises by our group/organization.
I have read and agree to comply	y with the rules and regulations stated with this contract. The cost of any special ty, equipment, or grounds, due to the event, will be billed to the applicant.
On behalf of the applicant, I her described in this application.	reby submit this application to Co-sponsor with the City of Oakdale the event
Colleen A. Co Applicant Name	ordano
Applicant Signature	
Date: april 14, 2	017

A4. The president, chair, leader or other head of the organization sponsoring the event:

SPECIAL EVENTS CO-SPONSORED WITH CITY OF OAKDALE CITY PARK OR STREET USE FORM

Name of event: Friends of	the Wohdale Library Cennual Ised Book Sole
Name of park/street requesting:	N/A
Starting time of the event:	March 5,6,7,8,2018 March 5,2018 8:00 A.M. 5:00 P.M. March 6,2018 10:00 A.M. 7:00 P.M. March 8,2018 5:00 P.M. March 8,2018 3:00-5:00 P.M. 5:00 T7:00 P.M.
The specific streets to be closed, indicated and the specific streets are specific streets.	ating closure points: (Include map)
Extra Parking	lectric Generators omfort Stations (water and first aid) ort-a-pots
Describe and show location and direction	on of sound amplification equipment proposed.
City personnel, service or equipment reassessed.	equired for this event. An additional fee may be
attention of the City of Oakdale to eval	ated with this event that should be brought to the uate this application?
	ent? <u>// / / / / / / / / / / / / / / / / / </u>

SPECIAL EVENTS CO-SPONSORED WITH CITY OF OAKDALE CITY FACILITY USE FORM

Name of Event: Friends of	the Oakdale Library Annual Used
	All of SILE
he proposed date(s) of the event:	March 5,6,7,8,2018
Set-up time of the event:	March 5, 2018 8:00 A.M - 5:00 P.M
Starting time of the event:	March 6, 2018 10:00 A.M 7:00 P.M
Finishing time of the event:	March 8, 2018 5:00 P.M.
Take down and clean-up time:	March 8, 2018 3:00-5:00 P.M. 20-25 From Friends of the L.
Estimated number of participants:	20-25 From Friends of the L.
Facility Requesting Senior Center Community Center Plaza	
Extra Parking	Electric Generators Stage Other
Describe and show location of sou	nd amplification equipment if proposed in plaza.
City personnel, service or equipme	ent required for this event. An additional fee may be assessed.
of the City of Oakdale to evaluate t	sociated with this event that should be brought to the attention this application?
Will alcohol be served or sold at this	s event? No



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Meeting Date: October 2, 2017

To: Mayor Pat Paul and Members of the City Council

From: Colleen Andersen, Management Analyst

Reviewed by: Jeff Gravel, Public Services Director

Subject: Introduction of an Ordinance Amending Portions of the Oakdale the

Oakdale Municipal Code, Chapter 19, Offenses-Miscellaneous,

Article IV Coasting Devices

I. BACKGROUND

The City recently completed the construction of the Oakdale Community Park which includes a skateboard park facility. In order to manage the risk and liability to the City, California State Health & Safety Code section 115800 requires any City or County to adopt an Ordinance modeled after the California State Health & Safety Code section 115800 and 831.7 of the Government Code.

Chapter 19 of the City's municipal code currently provides rules and regulations governing skateboard park use. However, the rules currently in place were adopted for the Florabelle Brennan Park in 2001.

Due to the construction of the new skate park, updating the rules and regulations is in the best interest of the citizens of Oakdale. An update with rules and regulations specific to the new facility will provide for safe use of the skateboard park.

II. DISCUSSION

The proposed ordinance includes specific language related to Government Code Section 831.7, and Health and Safety Code Sections 115800 and 115800.1 stating that riding a skateboard or other wheeled recreational device shall be deemed a hazardous recreational activity if all of the following conditions are met:

- (a) The person riding a skateboard or other wheeled recreation device is 12 years of age or older;
- (b) The riding of the skateboard or other wheeled recreational device that caused the injury was stunt, trick, or luge riding.
- (c) The skateboard park is on public property.

The proposed amendments are as follows:

SUBJECT: Skate Park Rules Code Text Amendment

MEETING DATE: October 2, 2017

1) Designating the Jason Turnage Skate Park as a recreational area in which skateboarding is permitted;

- 2) Signs declaring rules of the skate park must be posted at the site advising the public that:
 - Riding a skateboard or other wheeled recreational device, in the designated facility, is deemed a hazardous recreational activity;
 - The City shall not be liable for injuries incurred by participants;
 - Any person(s) entering the facility assumes all risk of injury or death;
 - Any person riding a skateboard or other wheeled recreational device in the facility must wear a helmet, elbow pads, and knee pads;
 - No person(s) under the age of 12 years of age will use the skate park without the supervision of a parent or legal guardian;
 - The skate park will be an unsupervised park; and,
 - It is unlawful for any person to operate or use or occupy any public skate facility located within the City between the hours of nine p.m. and daylight from October 1st through April 30th of each year, and from eleven p.m. to daylight from May 1st through September 30th of each year or during the hours otherwise posted by the Public Services Director.

A complete list of Rules and Regulations posted at the Jason Turnage Skate Park are attached (Attached B).

On September 12, 2017, the Parks and Recreation Commission held a meeting to review and consider the proposed code text amendment. The Parks and Recreation Commission, by a vote of 4-0, with two absent, approved and recommended to the City Council.

III. FISCAL IMPACT

The proposed ordinance will not impact the City's general fund.

IV. RECOMMENDATION

Should the City Council approve of the proposed code text amendment, the following motion would be appropriate:

"I move the City Council introduce and waive the first reading of Ordinance 1250, an Ordinance of the City of Oakdale, amending Chapter 19, Offenses—Miscellaneous, Article IV Coasting Devices related to rules and regulations governing skate park use."

V. ATTACHMENTS

Attachment A: Draft City Council Ordinance 1250
Attachment B: Jason Turnage Rules and Regulations



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKDALE, AMENDING THE OAKDALE MUNICIPAL CODE, CHAPTER 19, OFFENSES—MISCELLANEOUS, ARTICLE IV COASTING DEVICES

WHEREAS, The City of Oakdale intends to construct a permanent in-ground skateboard park for use by the public; and,

WHEREAS, it is in the best interest of the citizens of Oakdale to provide for the safe use of the skateboard park; and,

WHEREAS, Health and Safety Code section 115800 provides an operator of a skateboard park shall not permit a person to ride a skateboard or other wheeled recreational device in the skateboard park, unless that person is wearing a helmet, elbow pads, and knee pads; and,

WHEREAS, the City has adopted an ordinance requiring users of the skateboard park to wear a helmet, elbow pads, and knee pads, and the City has posted notice of such requirement at the skateboard park; and,

WHEREAS, riding a skateboard or other wheeled recreational device operated by a public entity as a public skateboard park shall be deemed a "hazardous recreational activity" within the meaning of Government Code Section 831.7 if all of the following conditions are met:

- (a) The person riding a skateboard or other wheeled recreational device is 12 years of age or older,
- (b) The riding of the skateboard or other wheeled recreational device that caused the injury was stunt, trick, or luge riding.
- (c) The skateboard park is on public property.

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

Ordinance 1250

Effective November 15, 2017



SECTION 1: Chapter 19, Offenses—Miscellaneous, of the City of Oakdale Municipal Code is hereby amended to ready as follows:

Article IV. Coasting Devices

Sec. 19-63. Definitions.

For the purpose of this article, the following words and phrases shall have the meaning given herein:

"Coasting devices" shall include any skateboard, roller skates, in-line skates, scooter, coaster, bicycle or other rolling or wheeled device propelled by human, motor or wind power.

"Shopping center" means a group of commercial establishments, planned, developed, owned or managed as a common unit with parking provided on the private property site. (Ord. No. 1074, § 1.)

Sec. 19-64. Use and Operation.

- (a) Riding a skateboard or other wheeled device are deemed hazardous recreational activities, within the meaning of Government Code Section 831.7, and by Health and Safety Code Sections 115800 and 115800.1 under specified conditions.
- (b) The City of Oakdale adopts the pertinent state law definitions of hazardous recreational activities and affirms that use of the Jason Turnage Skate Park is deemed a hazardous recreational activity to the fullest extent permitted by law.
- (c) In conformity with Health and Safety Code Sections 115800 and 115800.1, and California Government Code Section 831.7:
 - (1) The City designates the Jason Turnage Skate Park, located in the Oakdale Community Park in Oakdale, California, a recreational area in which riding a skateboard or other wheeled recreational device is permitted; and
 - (2) The City shall post notice at the facility affording reasonable notice that a person riding a skateboard or other wheeled

Ordinance 1250 Effective November 15, 2017



recreational device in the facility must wear a helmet, elbow pads, and knee pads; and

- (3) Riding a skateboard or other wheeled recreational device in the designated facility is deemed a hazardous recreational activity and that the City shall not be liable for injuries incurred by riding of a skateboard or other wheeled recreational device that caused the injury was stunt, trick, or luge riding. Any person(s) entering the facility assumes all risk of injury or death.
- (4) No person under the age of 12 years of age will use the skate park without the supervision of a parent or legal guardian.
- (ad) It is unlawful for any person to use or operate a coasting device on any public park, playground or recreation area or other public property when there has been posted signs prohibiting the use of said coasting device.
- (be) It is unlawful for any person to operate or use any coasting devices on or in a public skateboard park facility located within the city unless that person is at all times wearing properly fitted and fastened protective devices consisting of a helmet, knee pads, wrist guards, and elbow pads. The only coasting devices permitted within a public skateboard park facility are skateboards, roller skates, and inline skates, bicycles, scooters and wheelchairs. Bicycles, coasters, scooters, or All other rolling or wheeled devices are strictly prohibited.
- (ef) It is unlawful for any person to operate or use or occupy any public skateboard facility located within the city between before or after the hours of nine p.m. and daylight from October 1st through April 30th of each year, and from eleven p.m. to daylight from May 1st through September 30th of each year8:00 a.m. to 5:30 p.m. during Standard Time period of the year, and before or after the hours of 8:00 a.m. to 8:00 p.m. during Daylight Savings Time or during the hours otherwise posted by the Public Services Director.
- (dg) It is unlawful for any person to operate or use any coasting device upon any private parking lot or shopping center when signs prohibiting such activity are displayed.
- (eh/) It is unlawful for any person to operate or use any coasting device upon a public street or alley if such operation or use interferes with the movement of vehicles thereon.

Ordinance 1250 Effective November 15, 2017



- (fi) It is unlawful for any person who is operating any coasting device on a public sidewalk to fail to yield the right-of-way to all pedestrians within or approaching the area or to use said device in such a manner which endangers the safety of any other person or property.
- (gi) The use of any coasting device on streets, sidewalks or alleys is confined to use for the purpose of transportation.
- (hk) Transportation for the purpose of this section is defined as moving from one location to another and does not include trick skating, jumping or any other maneuver where the wheels of the coasting device leave the ground.
- (i) Persons using coasting devices are considered pedestrians under the California Vehicle Code and are subject to all restrictions as outlined in said Vehicle Code when traveling on a road or sidewalk. (Ord. No. 1074, § 1; Ord. No. 1085, § 1; Ord. No. 1089, § 1.)

Sec. 19-65. Exceptions.

This article shall not apply in any of the following instances. Wheeled conveyances used principally as medically assisted devices or for the aid or assistance of physically limited or disabled persons. (Ord. No. 1074, § 1.)

Sec. 19-66. Penalties.

- (a) Any person violating any of the provisions of this article is guilty of an infraction punishable in accordance with the provisions of the Oakdale Municipal Code.
- (b) The parent or legal guardian having control or custody of an unemancipated minor whose conduct violates this article, shall be jointly and severally liable with the minor for any fines imposed pursuant to this article. (Ord. No. 1074, § 1.)
- **SECTION 2:** This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing ordinance was introduced on the 2nd day of October 2017 and said ordinance

Ordinance 1250 Effective November 15, 2017



ordinancewa of seconded by	is given a reading at a regu 2017 on motion by Counc Council Member d upon roll call the foregoin	ular med cil Memb	ne 2nd day of October 2017 and said eeting of said Council on the day ber, and moved for nance was passed and adopted by the
AYES: NOES: ABSENT: ABSTAINED	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: :COUNCIL MEMBERS:		
ATTEST:			SIGNED:
		-	Det Deul Meure
Kathy Teixei CMC City Cl			Pat Paul, Mayor
APPROVED	AS TO FORM:		
Tom Hallina	ın, City Attorney		



WELCOME TO THE JASON TURNAGE SKATE PARK

SKATE PARK HOURS:

Daylight to 9:00 p.m. October 1st through April 30th Daylight to 11:00 p.m. May 1st through September 30th

- Warning: This is an unsupervised facility, use at your own risk. Skateboarding and skating are hazardous recreational activities which can result in serious injury, broken bones, brain damage, paralysis or even death.
- The City of Oakdale does not assume any responsibility for damage or injuries resulting from the use of this facility.
- Users are required to wear helmets, knee pads and elbow pads at all times. Failure
 to wear a helmet, elbow pads and knee pads will subject person to citation and
 prohibition of use of the facility per Municipal Code Chapter 19 Article IV Coasting
 Devices.
- Skateboards, in-line and roller skates, scooters and bicycles only. All other wheeled devices are not allowed without prior written permission by the City.
- No motorized devices.
- Skaters under the age of 12 must be supervised by a parent or guardian.
- Unsafe or reckless behavior is not allowed.
- Noise is to be kept to a minimum. Amplified sound, organized events or sales of any kind are not allowed without prior written permission by the City.
- Skate park is to be used on a first come, first served basis.
- Glass is not allowed. Drinking or eating on the skate surface is not allowed.
- Additional obstacles or other materials (ramps/jumps) are not allowed.
- Animals or pets are not allowed.
- No smoking.
- No firearms, knives or other weapons.
- No drugs, alcohol or being under the influence.
- No skateboarding outside the designated area.
- Graffiti/vandalism will result in park closure. Trespassing and violating rules and regulations is unlawful.
- Skate park is closed for unfavorable conditions, such as wet or dirty surface, rain, thunder, frost or snow. Surface is slippery when wet. Debris on surface is dangerous.
- Report any hazardous/unsafe conditions to Public Services Department at (209) 845-3600.

Penalties include citation, prosecution, confiscation, fines and loss of use privileges.



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Meeting Date: October 2, 2017

To: Mayor Pat Paul and Members of the City Council

From: Scott Heller, Chief of Police

Subject: Consideration of a Resolution authorizing an update to the Police

Services Agreement between the City of Oakdale and the Oakdale Joint Unified School District and authorizing the City Manager to execute said

updated Agreement.

I. BACKGROUND

The City of Oakdale and Oakdale Joint Unified School District entered into a Police Services Agreement on July 1, 2016. Absent a written cancellation request from either party the by April 30th of each year, the Agreement continues under the same terms and conditions for another year beginning July 1st and ending June 30th. The Central San Joaquin Valley Risk Management Authority (CSJVRMA) has notified the City of changes to CSJVRMA's Pooled Liability Program Memorandum Coverage. One of these changes requires an update to the current Police Services Agreement; specifically, it requires the addition of updated language addressing "Indemnity" and "Integration of Prior Terms and Conditions" in the Agreement.

II. DISCUSSION

The City of Oakdale and Oakdale Joint Unified School District entered into a Police Services Agreement on July 1, 2016. Absent a written cancellation request from either party the by April 30th of each year, the Agreement continues under the same terms and conditions for another year beginning July 1st and ending June 30th.

Each year the Memorandum of Coverage for each pooled program of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is reviewed and approved. At their June 22 and 23, 2017, meetings, the Executive Committee and Board approved several substantive changes to the Memorandum of Coverage for the Pooled Liability Program (Memorandum). Recently, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) has notified the City of changes to CSJVRMA's Pooled Liability Program Memorandum Coverage effecting police resource officer agreements. More specifically, one of the substantive coverage changes was to add an exception to the coverage exclusions for claims arising out of failure to perform, or breach of, any contractual obligation entered into by a member and claims arising out of liability assumed under contract. The exception



CITY OF OAKDALE

City Council Staff Report (Continued)

SUBJECT: Authorization to update the Police Services Agreement between the City of Oakdale and the Oakdale Joint

Unified School District and authorize execution of said Agreement.

MEETING DATE: October 2, 2017

applies only to contracts between member cities and third parties with terms of six months or longer involving the use of city police resource officers and provides breach of contract and contractual liability coverage. In order for the exception to apply, cities must ensure these types of contracts contain the indemnity clause approved by the Executive Committee at their June 22, 2017. These contracts are also to include the integration of the prior terms and conditions clause approved by the CSJVRMA Executive Committee. To ensure coverage under the Memorandum, cities must incorporate the approved indemnity language into their police resource officer contracts at the time of execution for contracts with effective dates on or after July 1, 2017, and no later than July 1, 2018, for current contracts.

Staff has incorporated the updated language into the Police Services Agreement between the City of Oakdale and the Oakdale Joint Unified School District to maintain coverage and the requested compliance with the CSJVRMA updated requirements. Staff also updated the contact and signature information in the Agreement for overall consistency. The Agreement with the updated language is attached. The updated changes are indicated in italics (return to regular font when finalized). Specifically, contact information was updated in Section 9: Notices and in the signature block area. Section 11: Integration of Prior Terms and Conditions was added which resulted in the renumbering of paragraphs in the Agreement. Section 17: Indemnity was added which resulted in the renumbering of paragraphs in the Agreement.

III. FISCAL IMPACTS

There is no fiscal impact associated with this update.

IV. RECOMMENDATION

Staff recommends Council adopt a Resolution authorizing an update to the Police Services Agreement between the City of Oakdale and the Oakdale Joint Unified School District and authorizing the City Manager to execute said updated Agreement.

V. ATTACHMENTS

ATTACHMENT A: AMENDED AGREEMENT WITH TRACK CHANGES

ATTACHMENT B: RESOLUTION

EXHIBIT 1: AMENDED SCHOOL RESOURCE OFFICER PROGRAM

AGREEMENT

CITY OF OAKDALE POLICE SERVICE AGREEMENT SCHOOL RESOURCE OFFICER PROGRAM

THIS POLICE SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF OAKDALE, a municipal corporation (hereinafter "CITY"), and the OAKDALE JOINT UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT").

RECITALS

- A. On July 1, 2016 the CITY and DISTRICT <u>will implement implemented</u> a School Resource Officer Program deploying one (1) full-time sworn police officer assigned to the DISTRICT to provide police services at all school sites of the Oakdale Joint Unified School District.
- B. The CITY and DISTRICT will share the salary, benefits and the costs of the one (1) full-time sworn police officer, as further set forth herein.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INTENT.** The program will facilitate a contemporary approached to the emerging crime trends within the schools, maintain a safe academic environment, respond to emergency/crisis situations, and further enhance the community oriented policing philosophy currently practiced by the Oakdale Police Department. The program is designed to provide a trained sworn law enforcement officer within the District's schools. This officer will not only address the student or school related criminal activity and respond to emergencies or safety concerns on and adjacent to the school campuses, but will also serve in role to proactively suppress such activities, thus facilitating a safe academic environment by focusing on school safety, education and prevention.
- 2. **GOALS.** The program will proactively address criminal activity on and adjacent to the DISTRICT school campuses, enhancing community oriented policing. This will be accomplished by a direct approach of proactive police presence, as well as through an indirect approach of mentoring activities, gang recognition, and conflict mediation. The School Resource Officer will be effective in achieving this goal by performing a variety of functions within the schools, combining the roles of law enforcement and education.
- 3. **SCOPE OF PROGRAM.** "Roles and Responsibilities" of the School Resource Officer (hereinafter as SRO) outlined in Addendum "A."
- 4. **PROGRAM STAFFING.** Staffing of one (1) full time SRO position will be appointed from sworn police officers within the CITY. The CITY will select officers for the program through established "Special Assignment" guidelines of the Police Department. Officer appointed to the program will be rotated according to the "Special Assignment" guidelines or as dictated by the CITY.

5. **PROGRAM WORK SCHEDULE.** The one (1) full time SRO positions will be assigned 5 day week/8 hours per day work schedule. Vacation days will be scheduled during designated "non-school days." This schedule will accommodate an SRO available to the DISTRICT at all times.

6. PROGRAM FUNDING.

- a) The CITY and DISTRICT will jointly fund salary and benefit costs of the one (1) full-time police officer. The cost will be calculated by the pay scale and benefits of a sworn police officer receiving pay in a specialty assignment in accordance with the Police Officer's negotiated contract and pay scale. The CITY will invoice the DISTRICT each August and January in a fiscal year, based on the salary and benefits package as set forth in the active Memorandum of Understanding between the CITY and the Oakdale Police Officers' Association. The calculated cost of the SRO for the year 2016-2017 is not to exceed \$140,000 and will be divided by the CITY and DISTRICT equally:
 - 1.) The DISTRICT will pay 50% at a cost not to exceed \$70,000
 - 2.) The CITY will pay 50% at a cost not to exceed \$70,000
- b) Any overtime accrued by the SRO relating to school functions will be shared equally between the CITY and DISTRICT.
- 7. **TERMINATION.** The CITY and/or District may terminate this Agreement by notifying the other, in writing, no later than April 30th of each year, that the respective party will not continue to participate past the following June 30th. If a termination notice is not received by April 30th than the agreement will continue under the same terms and conditions for another year beginning on July 1st and ending on June 30th.
- 8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, cost and expenses incurred.
- 9. **NOTICES.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY

Chief Lester JenkinsCity Manager Oakdale Police DepartmentCity of Oakdale Oakdale Joint Union School District 245 N. Second Ave. 280 N. Third Ave. Oakdale, CA 95361

To DISTRICT

Superintendent Marc Malone 168 S. Third Ave. Oakdale, CA 95361

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States mail of registered or certified mail, sent to the address designated above.

- 10. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- <u>WAIVERS.</u> Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 41.12. **SEVERABILITY.** In the event any term of this agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
- 12.13. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Stanislaus.
- 13.14. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this program. This Agreement supersedes all prior negotiations, representations, or agreements.
- 15. **COMPLIANCE WITH THE LAW.** The parties shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

16. **INDEMNITY.**

- 16.1 The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.
- 16.2 The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.
- 16.3 If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including

CITY OF OAKDALE - POLICE SERVICES AGREEMENT

School Resource Officer Program

without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

16.4 The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the CITY or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

17. INTEGRATION OF PRIOR TERMS AND CONDITIONS. This Agreement, including all recitals [and Exhibits] constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager, City Attorney or equivalent.

14.

45.18. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the DISTRICT and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF OAKDALE		OAKDALE JOINT UNIFIED SCHOOL DICTRICT		
By:	By:			
Mayor Pat Paul Bryan Whiten	nyer, City Manager	Marc Malone, Superintendent of		
Schools		-		
ATTEST:				
By:				
City Attorney				

Oakdale Police Department School Resource Officer Program Roles and Responsibilities

(Addendum "A")

I. Goals and Objectives of the School Resource Officer Program

Goals and objectives are designed to develop and enhance rapport between students, police officers, school administrators and parents of students. Goals of the SRO Program are:

- 1. Provide a safe learning environment for students, educators and administrators.
- 2. Respond and reduce incidents of school violence or safety emergencies and concerns.
- 3. Reduction of criminal offenses committed by juveniles and young adults.
- 4. Establish rapport with the students.
- 5. Establish rapport with parents, faculty, staff, administrators, and other adults.
- 6. Create, start, and expand programs with vision and creativity to increase student participation, which will benefit the students, school district, police department, and the community.
- 7. Enforce attendance, safety, and conduct requirements under the law.

II. Duties and Responsibilities of the School Resource Officer

The duties of the School Resource Officer can be defined by three roles: law enforcement officer, law-related counselor, and law-related teacher. More specific duties of the School Resource Officer are:

- 1. To establish liaison with school principals, faculty, and students.
- 2. To prevent juvenile delinquency though close contact with students and school personnel.
- 3. To confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
- 4. To take law enforcement action as necessary and notify the administration of the school as soon as possible.
- 5. To respond and assist with serious incidents occurring at the campuses of all schools within the School System.
- 6. To participate in the parent, student and teacher meetings when it pertains to a violation of the law
- 7. To counsel students in special situations, such as students suspected of engaging in criminal misconduct.
- 8. To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the schools.
- 9. To develop expertise in presenting various subjects in drug abuse prevention education, other areas of the law and law enforcement, and to seek the advice and guidance of the school

administration prior to enacting any program within the school. These are to be short-term programs as the SRO is not to be teaching on a full-time basis.

- 10. To coordinate with the school administration and be responsible for law enforcement and security activity at extra-curricular events.
- 11. To file reports as required by the Oakdale Police Department policies and procedures.
- 12. To coordinate and plan any extracurricular activities where additional law enforcement is required.
- 13. Review and assist administrators with school site safety plans.
- 14. Criminal truancy enforcement and at-risk youth.
- 15. Intervention with parent/guardian regarding risk behaviors, gang involvement, and illegal or potentially illegal activity.

III. Law Enforcement Involvement and Procedures

School Resource Officer is first and foremost a Law Enforcement Officer for the City of Oakdale Police Department. He or she shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Oakdale Police Department.

1. Law Enforcement Officer in the School Environment:

Criminal activity that occurs in the school and is brought to the SRO's attention will be handled with the same professional discretion as any other law enforcement function of a police officer. In exercising this discretion, SRO's will consider and respect the needs and desires of school officials, the seriousness of the offense and any known history of offenses. Any decision to arrest or not to arrest remains with the officer and is the sole responsibility of the officer.

2. Student Disciplinary Procedures:

An SRO is not considered a part of the school's in-house disciplinary process and should use discretion in his or her involvement in that process. Officers will assist with students presenting safety, disciplinary, or attendance problems within the guidelines of the School Systems Code of Conduct and procedures available through California Law. Officers should not allow their role to become unclear by being used to "scare" students into conforming behavior. If an incident at the school is a violation of the law, the principal should contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.

SRO's shall not to be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the principal or their designee until the problem is solved. SRO's will keep the superintendent's office and school administration apprised of any actions they have taken in response to student violations of Criminal Law. Additionally, SRO's will observe, take note of and report violations of the Student Code of Conduct. They will work to develop good communications with school officials such that they can also bring to their attention suspicious behaviors, rumors, or any other information that might suggest a threat to the

safety and security of the school. SRO's will keep them informed of events occurring in the community that may impact on the safety and security of the school. He or she will also keep

themselves aware of the many social service agencies available for the students and families facing problems, and will refer families to those agencies when appropriate.

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NOTE: In an emergency situation immediately call 911. Oakdale Police Department Dispatch will make the appropriate decision on the course of action from the Oakdale Police.

4. Law Enforcement Responses:

SRO's are required to respond to observed criminal activity. SRO's may be required to leave school campus to respond to emergency critical incidents. As soon as it is possible to stabilize a situation and return to assignments within the schools, SRO's should do so.

5. School Arrests:

SRO's will conform to the Oakdale Police Department Policy and Procedures in affecting any arrest, whether on school grounds or otherwise. In addition, SRO's will strive to stay abreast of ever-changing juvenile laws, so that their arrests conform to law, and so they can advise others of legal procedures. The SRO will adhere to Oakdale Police Department policy and legal requirements with regard to investigations and interviews. Disclosing confidential information obtained pursuant to proceedings relating to juveniles shall adhere to Oakdale Police Department policy and California law. The SRO takes law enforcement action as required. As soon as practical, the SRO will make the principal of the school and /or the Assistant Superintendent of Pupil Services aware of such action. At the school administration's request, the SRO shall take appropriate action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. SRO's will use the greatest discretion in determining the safest method of transporting arrested persons.

6. Interviewing or Interrogating Juveniles:

The SRO should not participate in the interviewing or interrogation of a student during the administration investigation. The SRO may be present in the interview for security purposes or as requested by administration. SRO must interview students to develop information about a suspected criminal offense, it is not legally required that Miranda warnings be issued or that the student's parents be informed. In the event that a student is the focus of the inquiry, or is a suspect in a criminal inquiry, the extended requirements of Miranda warnings as they apply to juveniles will become activated. When a student becomes a suspect in a criminal matter and is taken into custody, the SRO will notify the school administration. The school administration then becomes responsible to notify the student's parents of the student's status and location.

IV. Organization

1. Record Keeping Practices:

The SRO will maintain accurate monthly records of the operation of the SRO program.

2. Equipment Responsibilities:

DISTRICT:

- a) Provide an acceptable work pace as available.
- b) Assigned cellular or radio communication to each SRO for communications with school officials.
- c) Provide an assigned parking area for public safety vehicles.

CITY:

- a) Provide all safety equipment required of a police officer.
- b) Provide a public safety vehicle for transportation with a computer.
- c) Provide all command and supervisory support necessary for the positions.

3. Employment Status of School Resource Officer:

The School Resource Officer is an employee of the City of Oakdale. The school administration acknowledges that the SRO shall remain responsive to the chain of command of the Police Department; however, the success of the SRO program is based on a true partnership between the two entities.

4. Good Faith:

The Superintendent, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.



IN THE CITY COUNCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2017-

A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING AN AMENDED POLICE SERVICE AGREEMENT WITH THE OAKDALE JOINT UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT

WHEREAS, on January 19, 2016, the City Council of the City of Oakdale approved an agreement with the Oakdale Joint Unified School District for a School Resource Officer Program; and,

WHEREAS, this agreement has been extremely beneficial as it has allowed for improved communications between educators and law enforcement, provided educational opportunities for our youth, and fostered a safer environment for our community's school aged children; and,

WHEREAS, the City of Oakdale is a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) which is a public entity formed on April 1, 1979 by a joint powers agreement in accordance with the California Government Code and currently has 54 members; and,

WHEREAS, after conducting a review of school resource officer agreements of its member agencies CSJVRMA established a new policy that requires its members to include specific indemnification language in its school resource officer services agreements; and,

WHEREAS, failure to include this mandatory language will void the participating city's liability coverage.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL of the CITY OF OAKDALE hereby approves the amended Police Service Agreement with the Oakdale Joint Unified School District for a School Resource Officer Program and authorizes the City Manager to execute the agreement as described in Exhibit 1.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF OCTOBER 2017, by the following vote:

AYES: NOES: ABSENT: ABSTAINED:	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS:		
		SIGNED:	
ATTEST:		Pat Paul, Mayor	
Kathy Teixeira City Clerk	, CMC		

CITY OF OAKDALE POLICE SERVICE AGREEMENT SCHOOL RESOURCE OFFICER PROGRAM

THIS POLICE SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF OAKDALE, a municipal corporation (hereinafter "CITY"), and the OAKDALE JOINT UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT").

RECITALS

- A. On July 1, 2016 the CITY and DISTRICT implemented a School Resource Officer Program deploying one (1) full-time sworn police officer assigned to the DISTRICT to provide police services at all school sites of the Oakdale Joint Unified School District.
- B. The CITY and DISTRICT will share the salary, benefits and the costs of the one (1) full-time sworn police officer, as further set forth herein.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INTENT.** The program will facilitate a contemporary approached to the emerging crime trends within the schools, maintain a safe academic environment, respond to emergency/crisis situations, and further enhance the community oriented policing philosophy currently practiced by the Oakdale Police Department. The program is designed to provide a trained sworn law enforcement officer within the District's schools. This officer will not only address the student or school related criminal activity and respond to emergencies or safety concerns on and adjacent to the school campuses, but will also serve in role to proactively suppress such activities, thus facilitating a safe academic environment by focusing on school safety, education and prevention.
- 2. **GOALS.** The program will proactively address criminal activity on and adjacent to the DISTRICT school campuses, enhancing community oriented policing. This will be accomplished by a direct approach of proactive police presence, as well as through an indirect approach of mentoring activities, gang recognition, and conflict mediation. The School Resource Officer will be effective in achieving this goal by performing a variety of functions within the schools, combining the roles of law enforcement and education.
- 3. **SCOPE OF PROGRAM.** "Roles and Responsibilities" of the School Resource Officer (hereinafter as SRO) outlined in Addendum "A."
- 4. **PROGRAM STAFFING.** Staffing of one (1) full time SRO position will be appointed from sworn police officers within the CITY. The CITY will select officers for the program through established "Special Assignment" guidelines of the Police Department. Officer appointed to the program will be rotated according to the "Special Assignment" guidelines or as dictated by the CITY.

5. **PROGRAM WORK SCHEDULE.** The one (1) full time SRO positions will be assigned 5 day week/8 hours per day work schedule. Vacation days will be scheduled during designated "non-school days." This schedule will accommodate an SRO available to the DISTRICT at all times.

6. PROGRAM FUNDING.

- a) The CITY and DISTRICT will jointly fund salary and benefit costs of the one (1) full-time police officer. The cost will be calculated by the pay scale and benefits of a sworn police officer receiving pay in a specialty assignment in accordance with the Police Officer's negotiated contract and pay scale. The CITY will invoice the DISTRICT each August and January in a fiscal year, based on the salary and benefits package as set forth in the active Memorandum of Understanding between the CITY and the Oakdale Police Officers' Association. The calculated cost of the SRO for the year 2016-2017 is not to exceed \$140,000 and will be divided by the CITY and DISTRICT equally:
 - 1.) The DISTRICT will pay 50% at a cost not to exceed \$70,000
 - 2.) The CITY will pay 50% at a cost not to exceed \$70,000
- **b)** Any overtime accrued by the SRO relating to school functions will be shared equally between the CITY and DISTRICT.
- 7. **TERMINATION.** The CITY and/or District may terminate this Agreement by notifying the other, in writing, no later than April 30th of each year, that the respective party will not continue to participate past the following June 30th. If a termination notice is not received by April 30th than the agreement will continue under the same terms and conditions for another year beginning on July 1st and ending on June 30th.
- 8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, cost and expenses incurred.
- 9. **NOTICES.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITYTo DISTRICTCity ManagerSuperintendentCity of OakdaleOakdale Joint Union School District280 N. Third Ave.168 S. Third Ave.Oakdale, CA 95361Oakdale, CA 95361

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States mail of registered or certified mail, sent to the address designated above.

- 10. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 11. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 12. **SEVERABILITY.** In the event any term of this agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
- 13. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Stanislaus.
- 14. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this program. This Agreement supersedes all prior negotiations, representations, or agreements.
- 15. **COMPLIANCE WITH THE LAW.** The parties shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

16. **INDEMNITY.**

- 16.1 The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.
- 16.2 The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.
- 16.3 If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, e56/100xpert witness fees and prevailing party fees

CITY OF OAKDALE – POLICE SERVICES AGREEMENT

School Resource Officer Program

and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

16.4 The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the CITY or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

- 17. <u>INTEGRATION OF PRIOR TERMS AND CONDITIONS.</u> This Agreement, including all recitals [and Exhibits] constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager, City Attorney or equivalent.
- 18. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the DISTRICT and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF OAKDALE	OAKDALE JOINT UNIFIED SCHOOL DICTRICT
By:Bryan Whitemyer, City Manager	By: Marc Malone, Superintendent of Schools
ATTEST: By: City Attorney	

Oakdale Police Department School Resource Officer Program Roles and Responsibilities

(Addendum "A")

I. Goals and Objectives of the School Resource Officer Program

Goals and objectives are designed to develop and enhance rapport between students, police officers, school administrators and parents of students. Goals of the SRO Program are:

- 1. Provide a safe learning environment for students, educators and administrators.
- 2. Respond and reduce incidents of school violence or safety emergencies and concerns.
- 3. Reduction of criminal offenses committed by juveniles and young adults.
- 4. Establish rapport with the students.
- 5. Establish rapport with parents, faculty, staff, administrators, and other adults.
- 6. Create, start, and expand programs with vision and creativity to increase student participation, which will benefit the students, school district, police department, and the community.
- 7. Enforce attendance, safety, and conduct requirements under the law.

II. Duties and Responsibilities of the School Resource Officer

The duties of the School Resource Officer can be defined by three roles: law enforcement officer, law-related counselor, and law-related teacher. More specific duties of the School Resource Officer are:

- 1. To establish liaison with school principals, faculty, and students.
- 2. To prevent juvenile delinquency though close contact with students and school personnel.
- 3. To confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
- 4. To take law enforcement action as necessary and notify the administration of the school as soon as possible.
- 5. To respond and assist with serious incidents occurring at the campuses of all schools within the School System.
- 6. To participate in the parent, student and teacher meetings when it pertains to a violation of the law
- 7. To counsel students in special situations, such as students suspected of engaging in criminal misconduct.
- 8. To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the schools.
- 9. To develop expertise in presenting various subjects in drug abuse prevention education, other areas of the law and law enforcement, and to seek the advice and guidance of the school

administration prior to enacting any program within the school. These are to be short-term programs as the SRO is not to be teaching on a full-time basis.

- 10. To coordinate with the school administration and be responsible for law enforcement and security activity at extra-curricular events.
- 11. To file reports as required by the Oakdale Police Department policies and procedures.
- 12. To coordinate and plan any extracurricular activities where additional law enforcement is required.
- 13. Review and assist administrators with school site safety plans.
- 14. Criminal truancy enforcement and at-risk youth.
- 15. Intervention with parent/guardian regarding risk behaviors, gang involvement, and illegal or potentially illegal activity.

III. Law Enforcement Involvement and Procedures

School Resource Officer is first and foremost a Law Enforcement Officer for the City of Oakdale Police Department. He or she shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Oakdale Police Department.

1. Law Enforcement Officer in the School Environment:

Criminal activity that occurs in the school and is brought to the SRO's attention will be handled with the same professional discretion as any other law enforcement function of a police officer. In exercising this discretion, SRO's will consider and respect the needs and desires of school officials, the seriousness of the offense and any known history of offenses. Any decision to arrest or not to arrest remains with the officer and is the sole responsibility of the officer.

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NOTE: In an emergency situation immediately call 911. Oakdale Police Department Dispatch will make the appropriate decision on the course of action from the Oakdale Police.

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CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Meeting Date: October 2, 2017

To: Mayor Pat Paul and City Council Members

From: Albert Avila, Finance Director

Christine Sulhoff, City Treasurer

Subject: Treasurer's Reports

I. BACKGROUND

The Treasurer's Reports for the month of August 2017 are attached.

II. DISCUSSION

The Treasurer's Reports represent the schedule of cash and investments for the City. The schedule reflects the reconciled cash balances at the end of each month for checking, savings, investments, customer service cash drawers and petty cash.

III. RECOMMENDATION

Staff recommends that the City Council accept the Treasurer Reports as presented.

IV. ATTACHMENTS

Attachment A: Treasurer's Report dated August 31, 2017.

CITY OF OAKDALE TREASURER'S REPORT SCHEDULE OF CASH AND INVESTMENTS 8/31/2017

Type of Investment	Interest Rate	Maturity Date		
Cash and Cash Equivalents	_	Due on Demand	\$	2,789,597.73
Oak Valley Bank / Checking			Φ	54,264,42
Oak Valley Bank / Payroll Checking		Due on Demand		645.02
Oak Valley Bank / FSA Checking	4.000004	Due on Demand		
Oak Valley Bank / Savings	1.0000%	Due on Demand		2,871,208.45
Oak Valley Bank / Savings-Direct Deposits	1.0000%	Due on Demand		1,881.61
Cash on Hand		Due on Demand	_	2,250.00
Total Checking and Savings Accounts			\$	5,719,847.23
Managed Pool Accounts		5 5 1		E 004 404 45
Local Agency Investment Fund	0.9211%	Due on Demand		5,984,194.15
Chandler Asset Management	1.4500%	Due on Demand		17,393,533.59
Total Investments			\$_	23,377,727.74
Total Cash & Investments			-	29,097,574.97
I certify that this report reflects all government ago with the investment policy of the City of Oakdale a	ency pooled inve as stated in Res	estments and is in co olution 01-04 dated	onformi Januar	ty y 16, 2001.
A copy of this resolution is available at the office	of the City Clerk	and Finance Directo	or.	
The City currently maintains its investments in the	e following instru	ments:		
Chandler Asset Management				59.78%
Local Agency Investment Fund (LAIF)				20.57%
Total				80.34%

The investment program herein shown provides sufficient cash flow liquidity to meet next month's estimated expenditures.

Report Prepared by Finance Department

Signed:

/s/Christine Sulhoff

Christine Sulhoff

City Treasurer

CITY OF OAKDALE TREASURERS REPORT 08/31/2017

	CHECKING	PAYROLL	TOTAL
BANK STATEMENT BALANCE	2,804,891.79	62,216.20	2,867,107.99
OUTSTANDING DEPOSITS	46,448.61		46,448.61
OUTSTANDING CHECKS	(61,742.67)	(7,951.78)	(69,694.45)
ADJUSTED TOTAL	2,789,597.73	54,264.42	2,843,862.15
CASH DRAWERS			2,250.00
EMPLOYEE FSA CHECKING			645.02
SAVINGS - DIRECT DEPOSIT			1,881.61
SAVINGS	v 8		2,871,208.45
INVESTMENTS - CHANDLER ASSET MANAGEMENT			17,393,533.59
INVESTMENTS - LAIF			5,984,194.15
		_	29,097,574.97
All Funds	August 2016	August 2017	
110 GENERAL FUND	2,514,782.16	3,951,546.34	
115 MEASURE O	87.29	296,542.76	
201 ALCOHOL BEVERAGE CONTROL GRANT		(4,423.90)	
203 SUPPLE MENTAL LAW ENFORCE MENT	3,725.06	60,190.32	
209 FEDERAL ASSET SEIZURE	8,257.18	7,337.17	
210 AB109-PUBLIC SAFETY REALING	37,067.06	28,516.98	
211 ASSET FORFEI TURE	28,063.15	28,975.21	
213 POLICE RESERVES	5,536.02	5,566.38	
214 SAFETY SALES TAX	51,385.46	75,860.79	
215 GAS TAX	875,466.93	358,687.04	
217 FACILITIES	3,122.28	52,958.09	
218 RECREATION ACTIVITY	695.18	(24,419.83)	
219 ENGINEERING / PW - ADMIN	94.44	(10,591.31)	
220 DEVELOPMENT SERVICES	471,426.41	505,790.29	
221 LOCAL TRANSPORTATION	962,357.42	757,429.47	
	702,337.12	(548,086.01)	
222 MEASURE L 230 GENERAL PLAN UPDATE	(382,132.91)	(307,887.05)	
	525,570.68	503,984.94	
	51,620.40	101,994.32	
	768.72	1,881.99	
	1,753.11	1,763.90	
	36,294.60	53,841.10	
10-20-10-20	603,087.60	571,833.05	
	108.97	27,180.76	
	100.77	27,100.70	
	2,619.00	39,956.32	
	42,291.68	42,629.28	
	69,789.61	97,865.32	
266 CDBG FUND -REUSE	16,838.05	4,294.84	
267 CDBG 268 ABANDONED VEHICLE ABATEMENT	91,539.44	107,677.81	
	41,309.42	(1,588.94)	
	9,158.19	(9,976.95)	
284 BRIDLE RIDGE LLD	(9,433.33)	30,287.64	
285 BURCHELL HILL LLD	375,222.39	402,776.62	
286 VINEYARD LLD	196,130.16	190,347.86	
288 LIGHT & LANDSCAPE 2003-1	12,203.00	6,536.80	
291 FIRE SERVICES CFD	70,733.11	19,771.11	
292 PUBLIC SAFETY CFD 293 MAINT, SERV CFD 2015-01		49,853.75	
	(578,690.13)	(371,773.02)	
316 SURFACE TRANSPORTATION GRANTS	(3/3,070,13)	(5/1,//5.02)	

	All Funds	August 2016	August 2017
331	YOSEMITE PARK	(28,639.58)	(1,336,255.91)
342	EQUIPMENT REPLACE MENT	7,937.62	25,114.05
360	EAST F PLAN AREA FEE	196,000.00	337,976.60
465	2005 LEASE BONDS DEBT SERVICE	11,744.53	12,431.31
467	2015 PENSION DEBT SERVICE	85,283.26	69,988.94
510	DENTAL INSURANCE	36,608.60	46,925.27
512	EMPLOYEE FSA FUND	2,382.76	145.02
515	RISK MANAGEMENT	113,746.29	47,072.98
520	EMPLOYEE LIABILITY	692,576.53	846,325.79
525	INFORMATION TECHNOLOGY	21,700.96	38,484.52
530	VEHICLE MAINTENANCE	114,663.65	155,049.16
535	PERS LIABILITY	1,657,912.15	1,944,709.26
540	FACILITY MAINTENANCE FUND	234,793.75	761,685.15
613	SOLID WASTE MANAGEMENT	50,496.71	53,407.59
620	SRF LOAN RESERVE	351,751.21	471,489.21
621	SEWER CAPITAL REPLACEMENT	3,414,508.77	3,642,336.34
622	SEWER SANITATION	3,274,991.27	4,922,205.33
624	WATER CAPITAL REPLACEMENT	2,295,792.80	1,770,553.18
625	WATER	294,404.51	819,996.85
627	AVIATION FUND	209,300.88	140,596.95
628	AIRPORT CAPITAL REPLACEMENT	(32,131.41)	37,984.73
631	DOWN TOWN PARKING FUND	24,044.80	35,594.56
720	DEVELOPMENT ACTIVITY TRUST	186,587.76	189,652.95
722	SIERRA POINT SPECIFIC PLAN	(417,752.44)	(71,155.26)
730	HERITAGE OAKS (CFD 2007-1) TRUST	84,647.77	68,719.02
733	TESORO 1 SAFEGUARD FUND	50,011.49	50,410.73
740	BRIDLE RIDGE SOUTH TRAIL TRUST	1,072,558.87	1,081,122.09
741	CRANE/PATTERSON SIGNAL TRUST	204,834.42	206,469.76
742	ANIMAL CONTROL TRUST	26,507.05	33,604.09
743	K-P UNIT TRUST	23,316.05	(1,256.77)
744	SENIOR CENTER TRUST	12,693.33	7,599.03
745	POLICE RANGE TRUST	21,437.70	34,901.47
746	SENIOR OUTREACH TRUST	72,340.22	71,418.70
747	POLICE EQUESTRIAN UNIT	1,583.01	1,482.99
769	SENIOR HOUSING FUND	19,864.85	20,023.39
784	G & J STREET BOND	33,446.92	33,713.88
790	BRIDLE RIDGE CFD	59,290.21	65,555.29
791	BRIDLE RIDGE CFD #2	13,223.29	16,734.58
792	BRIDLERIDGE CFD 2005-1	101,451.43	71,758.14
799	REFUSE COLLECTION	154,425.59	158,701.23
	REDEVELOPMENT AGENCY	921,626.43	890,585.74
	DEVELOPER IMPACT FEES	4,615,243.95	4,218,585.80
		26,426,055.76	29,097,574.97

BREA	AK DOWN OF REDEVELOPMENT AGENCY ***		
363	RDA SUCCESSOR AGENCY	95,414.38	107,876.10
460	REDEVELOP MENT DEBT SERVICE	826,212.05	782,709.64
		921,626.43	890,585.74
BREA	AKDOWN OF IMPACT FEES ***		
343	SYSTEM DEV-PARKS	2,798,203.87	2,892,493.28
344	SYSTEM DEV-STREETS	(1,039,161.45)	(989,838.05)
349	SYSTEM DEV -STORM DRN	299,094.91	189,834.88
354	SYS DEV - ADMINISTRATION	24,413.91	37,257.23
355	SYSTEM DEV - FIRE	(982,628.34)	(885,040.74)
356	SYSTEM DEV - POLICE	91,716.22	131,837.73
357	SYSTEM DEV - GEN GOVT	530,665.33	573,179.25
623	SYSTEM DEV - SEWER	617,836.53	708,826.87
626	SYSTEM DEV - WATER	2,275,102.97	1,560,035.35
		4,615,243.95	4,218,585.80
LOAN	NS TO REDEVELOPMENT AGENCY		
342 (EQUIPMENT REPLACEMENT	106,738.70	95,991.32
343 S	YSTEM DEVELOP - PARKS	374,272.29	344,570.42
349 9	SYSTEM DEV STORM DRN-OLD	374,272.29	344,570.52
626 V	VATER CAPITAL FACILITIES	748,544.65	689,140.94
		1,603,827.93	1,474,273.20



OAK VALLEY COMMUNITY BANK MAIN OFFICE/OAKDALE 125 N THIRD AVE OAKDALE CA 95361 (209)848-2265

CITY OF OAKDALE FLEXIBLE SPENDING ACCOUNT 280 N 3RD AVE OAKDALE CA 95361-3042 ACCOUNT NUMBER:
STATEMENT DATE: 8,
PAGE: 1 OF

WEB SITE: www.ovcb.com

www.escbank.com

720

8/31/17

TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC CITY OF OAKDALE Acct 720 FLEXIBLE SPENDING ACCOUNT

Beginning Balance 8/01/17 554.78
Deposits / Misc Credits 3 1,042.94
Withdrawals / Misc Debits 5 952.70
** Ending Balance 8/31/17 645.02 *
Service Charge .00

DEPOSITS/CREDITS Date Deposits Withdrawals Activity Description 8/11 271.47 CITY OF OAKDALE/prs081117 8/25 271.47 CITY OF OAKDALE/prs082517 Internet Transfer From 479 8/31 500.00 OTHER WITHDRAWALS/DEBITS Deposits Withdrawals Activity Description Date 8/01 20.00 BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE 8/08 BANCORPSV/BANCORPSV 52.30 WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE 8/15 520.00 BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE 8/22 BANCORPSV/BANCORPSV 154.00 WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE 8/29 206.40 BANCORPSV/BANCORPSV

TTLE PURCHASE

WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE



OAK VALLEY COMMUNITY BANK MAIN OFFICE/OAKDALE 125 N THIRD AVE OAKDALE CA 95361 (209)848-2265

CITY OF OAKDALE ACCOUNT NUMBER: 720 STATEMENT DATE: 8/31/17

PAGE: 2 OF 2

WEB SITE: www.ovcb.com

www.escbank.com
TOLL FREE PHONE: 866-844-7500

- ACCOUNT CONTINUED - -

---- DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/01 8/08	534.78 482.48	8/15 8/22	233.95 79.95	8/29 8/31	145.02 645.02
8/11	753.95	8/25	351.42		

EASTERN SIERRA COMMUNITY BANK



OAK VALLEY COMMUNITY BANK MAIN OFFICE/OAKDALE 125 N THIRD AVE OAKDALE CA 95361 (209) 848-2265

CITY OF OAKDALE 280 N 3RD AVE OAKDALE CA 95361-3042 ACCOUNT NUMBER: STATEMENT DATE: PAGE:

689 8/31/17

1 OF

WEB SITE:

www.ovcb.com www.escbank.com

TOLL FREE NUMBER:

866-844-7500

OAK TREE CHECKING-PUBLIC

CITY OF OAKDALE

Acct

689

8/01/17 Beginning Balance 2,540,450.37 15 Deposits / Misc Credits 1,615,652.12 Withdrawals / Misc Debits 9 1,284,894.04 Ending Balance 8/31/17 2,871,208.45 Service Charge .00 Interest Paid Thru 8/31/17 2,436.00

Interest Paid Year To Date

16,698.69 2,396,104

Minimum Balance

DEPOSITS/CREDITS

Date	Deposits Wit	hdrawals Activity Description	
8/01	49,739.74	Trnsfr from Checking Acct Ending in 947	9
8/03	65,160.30	Trnsfr from Checking Acct Ending in 947	9
8/04	22,457.18	Trnsfr from Checking Acct Ending in 947	9
8/09	133,270.90	Trnsfr from Checking Acct Ending in 947	9
8/11	33,607.49	Trnsfr from Checking Acct Ending in 947	9
8/14	82,969.14	Trnsfr from Checking Acct Ending in 947	9
8/15	1,029.26	Trnsfr from Checking Acct Ending in 947	9
8/16	640,835.63	Trnsfr from Checking Acct Ending in 947	9
8/17	40,298.08	Trnsfr from Checking Acct Ending in 947	9
8/23	71,179.95	Trnsfr from Checking Acct Ending in 947	9
8/28	117,392.03	Trnsfr from Checking Acct Ending in 947	9
8/29	24,465.30	Trnsfr from Checking Acct Ending in 947	9
8/30	316,684.69	Trnsfr from Checking Acct Ending in 947	9
8/31	14,126.43	Trnsfr from Checking Acct Ending in 947	9
8/31	2,436.00	INTEREST EARNED	

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/02 8/07 8/08		110,665.67 35,957.08 69,021.14	Trnsfr to Checking Acct Ending in 9479 Trnsfr to Checking Acct Ending in 9479 Trnsfr to Checking Acct Ending in 9479



OAK VALLEY COMMUNITY BANK MAIN OFFICE/OAKDALE 125 N THIRD AVE OAKDALE CA 95361 (209)848-2265

CITY OF OAKDALE ACCOUNT NUMBER: 689
STATEMENT DATE: 8/31/17

PAGE: 2 OF 2

WEB SITE: www.ovcb.com

www.escbank.com NLL FREE PHONE: 866-844-7500

TOLL FREE PHONE:

---- OTHER WITHDRAWALS/DEBITS

Withdrawals Activity Description Date Deposits Trnsfr to Checking Acct Ending in 9479 Trnsfr to Checking Acct Ending in 9479 Trnsfr to Checking Acct Ending in 9479 8/10 85,174.57 8/18 11,607.80 8/21 469,750.46 8/22 247,682.95 Trnsfr to Checking Acct Ending in 9479 8/24 238,315.06 Trnsfr to Checking Acct Ending in 9479 8/25 16,719.31 Trnsfr to Checking Acct Ending in 9479

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date Ba	alance
8/01	2,590,190.11	8/11	2,543,867.52	8/23 2,651,3	138.37
8/02	2,479,524.44	8/14	2,626,836.66	8/24 2,412,8	323.31
8/03	2,544,684.74	8/15	2,627,865.92	8/25 2,396,3	104.00
8/04	2,567,141.92	8/16	3,268,701.55	8/28 2,513,4	496.03
8/07	2,531,184.84	8/17	3,308,999.63	8/29 2,537,9	961.33
8/08	2,462,163.70	8/18	3,297,391.83	8/30 2,854,6	546.02
8/09	2,595,434.60	8/21	2,827,641.37		208.45
8/10	2,510,260.03	8/22	2,579,958.42		



OAK VALLEY COMMUNITY BANK MAIN OFFICE/OAKDALE 125 N THIRD AVE OAKDALE CA 95361 (209)848-2265

CITY OF OAKDALE UTILITY ACCOUNT 280 N 3RD AVE OAKDALE CA 95361-3042 ACCOUNT NUMBER: STATEMENT DATE: 487 8/31/17

PAGE:

1 OF 1

WEB SITE:

www.ovcb.com

TOLL FREE NUMBER:

www.escbank.com 866-844-7500

ECONOMY CHECKING-PUBLIC

CITY OF OAKDALE UTILITY ACCOUNT

Acct

487

Beginning Balance 8/01/17 1,441.94
Deposits / Misc Credits 2 117,803.06
Withdrawals / Misc Debits 4 117,363.39
** Ending Balance 8/31/17 1,881.61
Service Charge .00

---- DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description	
8/11 8/21	421.12 117,381.94		CITY OF OAKDALE/	

- - - - - - - - OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
8/23		116.97	RETURNED ORIGINATED ACH-
8/24		104.49	RETURNED ORIGINATED ACH-
8/24		141.93	RETURNED ORIGINATED ACH-
8/28		117,000.00	Internet Transfer To 9479

- - - - - - - - DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/11 8/21	1,863.06 119,245.00	8/23 8/24	119,128.03 118,881.61	8/28	1,881.61

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

September 28, 2017

CITY OF OAKDALE

DIRECTOR OF FINANCE 280 NORTH THIRD AVENUE OAKDALE, CA 95361

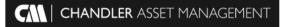
PMIA Average Monthly Yields

Account Number:

August 2017 Statement Tran Type Definitions

Account Summary

Total Deposit: 0.00 Beginning Balance: 5,984,194.15 Total Withdrawal: 0.00 **Ending Balance:** 5,984,194.15



Monthly Account Statement

City of Oakdale

August 1, 2017 through August 31, 2017

Chandler Team

For questions about your account, please call (800) 317-4747 or Email operations@chandlerasset.com

Custodian

Bank of New York Mellon Lauren Dehner (904)645-1918

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Portfolio Summary

As of 8/31/2017

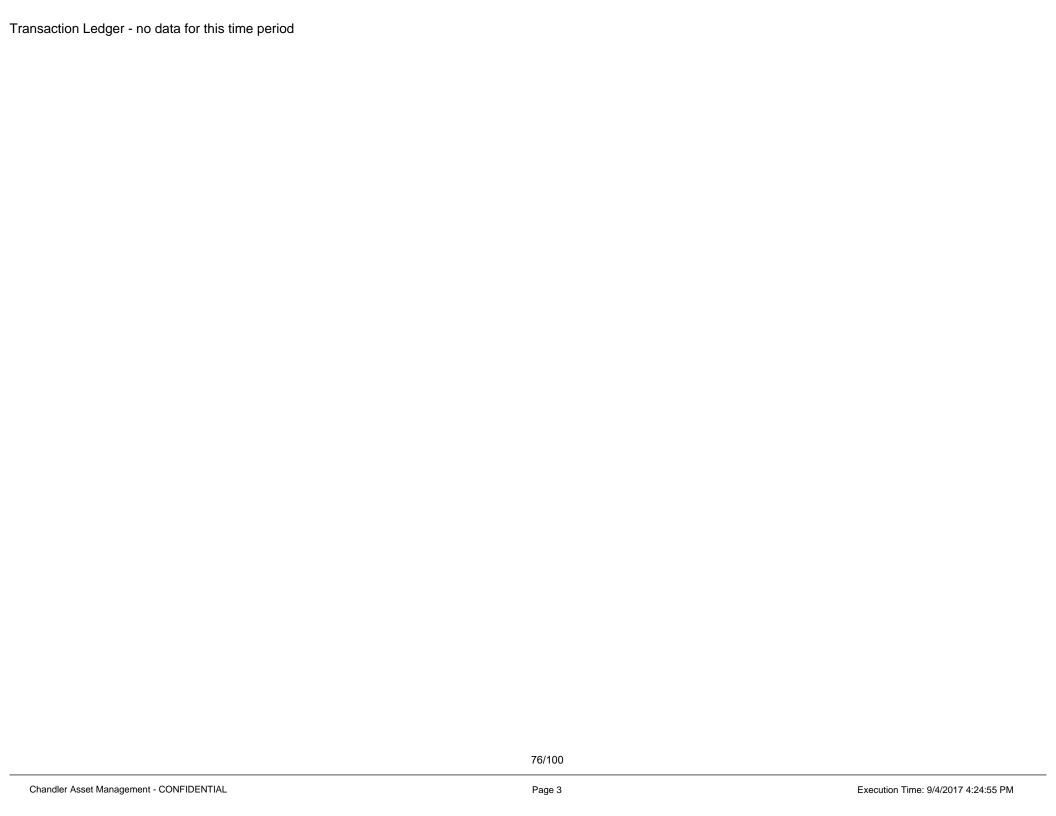
PORTFOLIO CHARACTERISTI	S A	CCOUNT SUMMARY		TOP ISSUERS		
Average Duration 0.00 Average Coupon 0.00 % Average Purchase YTM 0.00 % Average Market YTM 0.00 % Average S&P/Moody Rating NR/NF Average Final Maturity 0.00 y Average Life 0.00 y	Market Value Accrued Interest Total Market Value Income Earned Cont/WD Par Book Value Cost Value	Beg. Values as of 7/31/17 17,346,958 0 17,346,958 0 1,624,324 17,393,534 17,393,534	End Values as of 8/31/17 17,373,880 0 17,373,880 0 0 1,624,324 17,393,534 17,393,534	Issuer CSJVRMA Investment Pool	% Portfolio 100.0 % 100.0 %	
Investment Pool (100.0 %)	120% 100.0 % 100.0 % 80% 60% 40% 20%	TURITY DISTRIBUTIO		CREDIT QUALITY (S	5&P)	



Holdings Report

As of 8/31/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
INVESTMENT	POOL								
99CAMBX\$1	CSJVRMA Inv Pool Investment Pool	1,624,323.77	Various 0.00 %	17,393,533.50 17,393,533.50	10.70 0.00 %	17,373,879.62 0.00	100.00 % (19,653.88)	NR / NR NR	0.00 0.00
Total Investme	ent Pool	1,624,323.77	0.00 %	17,393,533.50 17,393,533.50	0.00 %	17,373,879.62 0.00	100.00 % (19,653.88)	NR / NR NR	0.00 0.00
TOTAL PORTE	FOLIO	1,624,323.77	0.00 %	17,393,533.50 17,393,533.50	0.00 %	17,373,879.62 0.00	100.00 % (19,653.88)	NR / NR NR	0.00 0.00
TOTAL MARK	ET VALUE PLUS ACCRUED					17,373,879.62			





Income Earned

7/31/17 Thru 8/31/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
Investment P	ool					
99CAMBX\$1	CSJVRMA Inv Pool Investment Pool	Various Various 1,624,323.77	17,393,533.50 0.00 0.00 17,393,533.50	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00
TOTAL Investme	ent Pool	1,624,323.77	17,393,533.50 0.00 0.00 17,393,533.50	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00
TOTAL PORTFO	DLIO	1,624,323.77	17,393,533.50 0.00 0.00 17,393,533.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00

Meeting Date: October 2, 2017

To: Mayor Pat Paul, Members of the Oakdale City Council

From: Tom Hallinan, City Attorney

Bryan Whitemyer, City Manager

Douglas L. White, Deputy City Attorney

Subject: Discussion of proposed Ordinance 2017-____, repealing Article IV.

Medical Marijuana Dispensary, Cultivation and Delivery Ban, of Chapter 14, Health and Sanitation, and adding Chapter 37, Cannabis Regulations, to the Oakdale Municipal Code to regulate cannabis

businesses.

I. BACKGROUND

As a result of the rapid changes in state law, the City of Oakdale ("<u>City</u>") is currently reexamining its policies relating to adult-use cannabis and its ban on cannabis businesses. At the May 15, 2017, Oakdale City Council ("<u>City Council</u>") meeting, the City Council voted to circulate a Request for Qualifications ("<u>RFQ</u>") to evaluate potential City regulation of cannabis businesses and gauge local interest in that regulation. Fourteen businesses responded to that RFQ.

In order to permit the operation of any cannabis businesses within the City, the City Council may consider adoption of an ordinance establishing regulations for cannabis operations.

II. HISTORY OF CANNABIS REGULATION

In November of 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("<u>AUMA</u>"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence.

On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in their jurisdiction. The Oakdale Municipal Code currently prohibits all cannabis businesses.

Page 1 of 5

¹ The terms "marijuana" and "cannabis" are used interchangeably.



In compliance with recently enacted state law, and consistent with direction provided to staff, the proposed ordinance repeals Article IV. Medical Marijuana Dispensary, Cultivation and Delivery Ban, of Chapter 14, Health and Sanitation, and adds Chapter 37, Cannabis Regulations, to the Oakdale Municipal Code to regulate cannabis businesses. All cannabis businesses would be approved pursuant to a development agreement and a conditional use permit. Additionally, all fees associated with these uses will be established as part of the development agreement process. The proposed ordinance also establishes a permit program for adults that desire to cultivate cannabis within their private residence for personal use. Applicable fees for personal cultivation will be established by resolution by the City Council. By adopting the proposed ordinance, the City Council will ensure that the regulation of cannabis remains within local control of the City while adhering to the requirements of state law.

III. ANALYSIS

A. Cannabis Cultivation for Personal Use:

Under the proposed ordinance, an Administrative Cultivation Permit ("<u>ACP</u>") will be required to cultivate indoors a maximum of six (6) plants per parcel for personal use. "Indoors" includes both a personal residence and a secure shed or greenhouse located on the same property as the residence. Property owner permission is required. Inspections are required to obtain an ACP, which expires in one (1) year. At that time, an additional inspection is required to renew the permit. ACP fees will be established by resolution of the City Council.

B. Commercial Cannabis Cultivation:

Under the proposed ordinance, commercial cultivation is only permitted indoors within the Limited Industrial (L-M) or Light Industrial (M-1) districts as indicated in Attachment A with a Development Agreement and Conditional Use Permit. Other requirements include Employee Permits, Secure Building protocols, a Security Plan, Insurance requirements, and a Waste Management Plan.

C. Cannabis Testing Laboratory:

Prop 64 created provisions for independent laboratories which will be responsible for testing the commercial cannabis products to ensure that the THC, CBD and other details of the products are accurately represented to consumers. The facilities will likely operate similarly to most laboratory testing facilities but independent from any cultivator or dispensary to ensure unbiased results. The proposed ordinance only permits testing laboratories within the Limited Industrial (L-M) or Light Industrial (M-1) districts as indicated in Attachment A with a Development Agreement and Conditional Use Permit.

D. Cannabis Dispensaries:

Cannabis dispensary licenses will be available for issuance at the State level. However, these licenses will require that the applicants first obtain local land use approval. The proposed ordinance permits up to two (2) cannabis dispensaries located within the Limited Industrial (L-M) or Light Industrial (M-1) districts as indicated in Attachment B with a Development Agreement and Conditional Use Permit.

E. Cannabis Manufacturing:

Generally, the cannabis manufacturing process is designated into two categories: non-volatile and volatile. Non-volatile manufacturing can be described as the production, preparation, and compounding of cannabis and cannabis products, without the use of a volatile solvent. Volatile manufacturing includes use of volatile solvents, such as a flammable gas or vapor, that when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Generally, these volatile solvents are pressurized and run over the resin glands to separate it from the rest of the plant. The resin glands are collected and processed into their end product. Cannabis manufacturing also includes the labeling and sealing of cannabis products.

Under the proposed ordinance, cannabis manufacturing is only permitted indoors within the Limited Industrial (L-M) or Light Industrial (M-1) districts as indicated in Attachment A with a Development Agreement and Conditional Use Permit. Other requirements include Employee Permits, Secure Building protocols, a Security Plan, Insurance requirements, and a Waste Management Plan.

IV. ENFORCEMENT

The proposed ordinance provides language that gives the City authority to suspend or terminate permits issued for personal indoor cannabis grows. Additional provisions allow the City to assess administrative penalties in the amount of \$250 for the first ordinance violation, \$500 for the second offense, and \$1,000 for any subsequent offense.

Also, any approved commercial cannabis activity will also be governed by a development agreement and conditional use permit that will provide the City with significant enforcement authority if a permit holder does not comply with the conditions of approval for their business.

V. ENVIRONMENTAL REVIEW

MAUCRSA provides an exemption under the California Environmental Quality Act ("CEQA") for any ordinance, rule, or regulation by a city that requires discretionary



review and approval for commercial cannabis activity.² Additionally, this item does not constitute a project under the CEQA because it does not establish any entitlements or authorize any projects within the City.³

VI. FISCAL IMPACTS

If the proposed ordinance is introduced and subsequently adopted, the City will have a system in place to process cannabis business proposals received during the RFQ solicitation. This, coupled with the impact fees the City may impose pursuant to a development agreement, should ensure that any costs and regulatory issues associated with cannabis businesses are adequately addressed. The anticipated increase in revenue to the City's General Fund can be used to offset any increased administration and public safety costs.

There are significant fiscal impacts to the City of Oakdale if commercial cannabis activities are or are not allowed.

If an ordinance allowing commercial cannabis activities is approved enforcement is estimated to cost \$870,000 based on an initial staffing analysis described below in staffing impacts, which will be funded with the revenue derived from the approved cannabis activity development agreements.

If an ordinance is approved that bans commercial cannabis activities it is estimated to cost \$550,000 to fully enforce an ordinance prohibiting all cannabis activities, with no identified revenue source other than the General Fund to absorb the cost.

Staffing Impacts:

Staffing resources to enforce an ordinance allowing commercial cannabis activities is estimated to be 5 full-time equivalent (FTE) positions. Staffing necessary to enforce cannabis activities impacts the following departments: Administration, Finance, Public Services (Building, Planning & Code Enforcement), Police Department, and Fire Department and would include at least 2 police officers, one firefighter and one code enforcement officer. Staffing impacts will be funded by revenue collected from the approved cannabis activities, and will have no General Fund impact.

If an ordinance allowing commercial cannabis activities is not approved, staffing necessary to enforce a complete ban of cannabis activities is estimated to be at least 3 FTEs, which includes adding at least one police officer and one code enforcement officer and no funding source for those costs has been identified.

² Bus. & Prof. Code, § 26055, subd. (h).

³ Pub. Res. Code, §§ 21065 & 21080.



VII. ALTERNATIVES

The City Council's options regarding the proposed ordinance include:

- Approve the proposed ordinance and direct staff to bring the proposed ordinance back to the council for introduction and first reading at a future City Council meeting; or
- (2) Direct staff to amend the ordinance and bring the proposed ordinance back with the requested changes for introduction and first reading at a future City Council meeting; or
- (3) Direct staff to continue the item for further discussion; or
- (4) Reject the proposed ordinance from further discussion

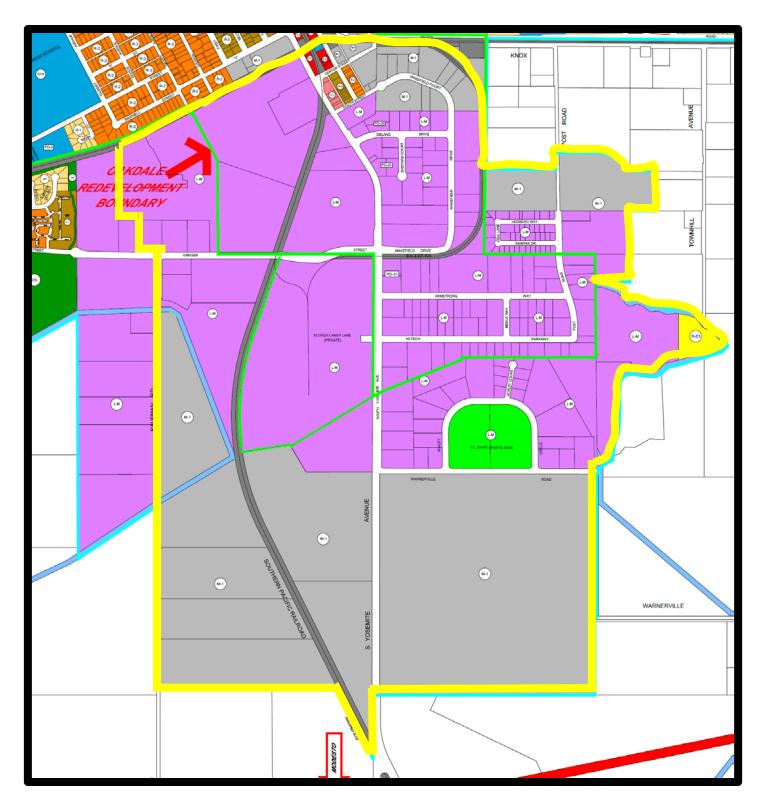
VIII. ATTACHMENTS

Attachment A - Cultivation, Testing, & Manufacturing Map

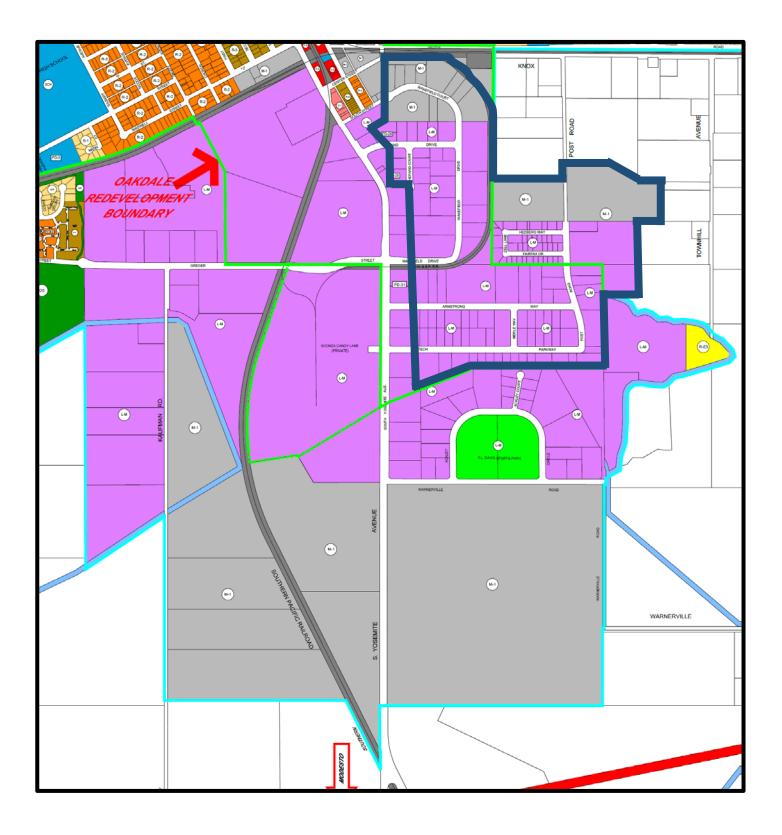
Attachment B – Dispensary Map

Attachment C – Draft Ordinance 2017-___

L-M and M-1 Districts Available for Cannabis Cultivation, Manufacturing and Testing Businesses



L-M and M-1 Districts Available for Dispensary Businesses



THE CITY COUNCIL OF THE CITY OF OAKDALE ORDINANCE NO. 2017-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKDALE
REPEALING ARTICLE IV. MEDICAL MARIJUANA DISPENSARY, CULTIVATION
AND DELIVERY BAN, OF CHAPTER 14, HEALTH AND SANITATION, AND
ADDING CHAPTER 37, CANNABIS REGULATIONS TO THE OAKDALE
MUNICIPAL CODE TO REGULATE CANNABIS BUSINESSES

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643), which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA established the first statewide regulatory system for medical cannabis businesses; and

WHEREAS, in 2016, the voters of California approved Proposition 64 entitled the "Control, Regulate and Tax Adult Use of Marijuana" ("<u>AUMA</u>"). AUMA legalized the adult-use and possession of cannabis by persons 21 years of age and older and the personal cultivation of up to six cannabis plants within a private residence; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which created a single regulatory scheme for both medical and adult-use cannabis businesses. MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, the City Council finds that (1) outdoor cannabis cultivation, whether for medicinal or adult-use purposes, can adversely affect the health, safety, and well-being of city residents and shall be prohibited both commercially and personally; (2) city-wide regulation of indoor cannabis activities is proper and necessary to avoid the risks of criminal activity; and (3) that cannabis activity without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity; and

WHEREAS, the City Council of the City of Oakdale finds that this ordinance is in the best interest of the health, welfare, and safety of the public.

NOW, THEREFORE THE CITY OF OAKDALE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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SECTION 1: Article IV, Medical Marijuana Dispensary Ban, of Chapter 14, Health and Sanitation, of the Oakdale Municipal code is hereby repealed.

SECTION 2: Chapter 37, Cannabis Regulations, of the Oakdale Municipal Code is hereby added to read as follows:

Chapter 37. Cannabis Regulations.

Article I. In General.

Sec. 37-1 Legislative Intent.

It is the intent of the city to encourage responsible personal and commercial cannabis activities and to discourage violations of related state laws, especially those that prohibit the sale, use, or distribution of cannabis and cannabis products to minors. It is not the intent of the city to expand, reduce, or alter the penalties for violations of state cannabis laws.

Sec. 37-2 Definitions.

- (a) "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. "Cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.
- (b) "Cannabis business" means any business engaged in commercial cannabis activity. "Cannabis business" does not include any of the following:
 - (1) A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
 - (2) A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.
 - (3) A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
 - (4) A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the Health and Safety Code.
 - (5) The cultivation, delivery, gift, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with an identification card as defined by Section 11362.7 of Health and Safety Code provided such activity complies strictly with all

applicable state law, including but not limited to, Sections 11362.5 and 11362.765 of the Health and Safety Code.

- (c) "Cannabis cultivation business" means any cannabis business that, pursuant to a Type 1, Type 1A, Type 1B, Type 1C, Type 2, Type 2A, Type 2B, Type 3, Type 3A, Type 3B, Type 4, Type 5, Type 5A, Type 5B, or Type 12 state cannabis license, cultivates cannabis or cannabis products.
- (d) "Cannabis delivery business" means any cannabis business that, pursuant to a Type 10 state cannabis license, delivers, makes available, or distributes cannabis and cannabis products to a consumer.
- (e) "Cannabis for personal use" means the use or possession of cannabis that does not require a license pursuant to Chapter 1 of Division 10 of the Business and Professions Code.
- (f) "Cannabis manufacturing business" means any cannabis business that, pursuant to a Type 6, Type 7, or Type 12 state cannabis licenses manufactures cannabis or cannabis products.
- (g) "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- (h) "Cannabis testing laboratory" means a cannabis business that tests cannabis or cannabis products pursuant to a Type 8 state cannabis license.
- (i) "Commercial cannabis activity" includes the cultivation, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis or cannabis products that requires a state license.
- (j) "Commercial cannabis waste" means cannabis plants and plant materials that are discarded by a cannabis business, including but not limited to extra vegetative plants, failed clones, and harvest waste.
- (k) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- (l) "Cultivation site" means the location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occur.
- (m) "Day care" means a facility, center, or home requiring a license that is issued by the State of California which provides for the care, health, safety, supervision, or guidance of a child's social, emotional, and educational growth on a regular basis, in a place other than the child's own home, or any facility meeting the definition of Section 1596.76 of the Health and Safety Code.
- (n) "Dispensary" means any cannabis business where medicinal or adult-use cannabis or cannabis products are sold at retail to customers, pursuant to a Type 10 state cannabis license.

- (o) "Group home" means any community care facility regulated and licensed by a Federal or State agency. Unlicensed community care facilities or those community care facilities the regulation of which is not otherwise preempted by State or Federal law shall not constitute group homes.
- (p) "Indoor cultivation" means the cultivation of cannabis for personal use within a fully enclosed and secure structure that has a complete roof in which cannabis plants cannot be seen from any public right of way. Indoor cultivation does not include any commercial cannabis activity.
- (q) "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- (r) "Outdoor cultivation" means the cultivation of cannabis that does not meet the definition of indoor cultivation.
- (s) "Private residence" means a house, an apartment unit, a mobile home, or other similar dwelling.
- (t) "Primary caregiver" has the same meaning as that term is defined by Section 11362.7 of the Health and Safety Code.
- (u) "Qualified patient" has the same meaning as that term is defined by Section 11362.7 of the Health and Safety Code.
- (v) "Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Sec. 37-3 State and Local Requirements.

- (a) Any cannabis business that does not have an applicable state license is prohibited within the city.
- (b) Any cannabis business allowed in the city shall obtain a development agreement, a city business license, and a conditional use permit, as set forth in this chapter.
- (c) At the time of application to the city, every cannabis business applicant shall submit to the Public Services Director a copy of its state license or state license application required for its operation.

Article II. Regulation of Cannabis Cultivation for Personal Use.

Sec. 37-4 Administrative Cultivation Permit.

- (a) Outdoor cultivation for personal use is prohibited within the city.
- (b) All indoor cultivation is prohibited within the city unless a person first secures an Administrative Cultivation Permit from the Community Development Department.
- (c) A person shall be limited to a maximum of one (1) Administrative Cultivation Permit at a time.
- (d) An Administrative Cultivation Permit is not transferable. The Administrative Cultivation Permit shall only be used by the permittee to whom it is issued.
- (e) An Administrative Cultivation Permit shall expire one (1) year from the date of approval and may be renewed annually.

Sec. 37-5 Application for an Administrative Cultivation Permit.

- (a) An applicant shall be at least twenty-one (21) years of age.
- (b) The Administrative Cultivation Permit application shall require all of the following:
 - (1) Written consent signed by the property owner or legal tenant of the intended cultivation site.
 - (2) Identification of any chemicals, fertilizers, or pesticides that will be used for indoor cultivation. This information shall be used to aid public safety officials in case of an emergency response to the location.
- (c) An applicant shall pay a nonrefundable Administrative Cultivation Permit application fee as established by resolution of the City Council.
- (d) Within sixty (60) calendar days of receipt of a complete application, the city shall provide written notification to the applicant indicating whether the application has been approved or denied and the reason for denial, if any.

Sec. 37-6 Regulations for an Administrative Cultivation Permit.

- (a) A private residence shall not include more than one cultivation site.
- (b) A person shall not cultivate more than six (6) cannabis plants at a private residence. All cannabis plants and anything produced by the plants shall be kept within the permit holder's private residence, or upon the grounds of that private residence, and not be visible by normal unaided vision from a public place.
- (c) A private residence shall not also be used for a day care, youth center, or group home. The private residence shall remain occupied and is required to maintain a functioning kitchen and bathroom.
- (d) Each of the following shall apply to the cultivation site:

- (1) The cultivation site shall be located within the private residence.
- (2) To prevent safety hazards, the private residence shall not have plumbing, electrical, or other utilities that violate applicable local or state regulations.
- (3) To prevent persons under twenty one (21) years of age from entering the cultivation site, the cultivation site shall have one lockable door.
- (4) The cultivation site shall not produce odors, sounds, or other emissions that are detectable outside of the private residence by persons with reasonable sensitivity.
- (e) All of the following shall be prohibited in the cultivation site:
 - (1) Volatile solvents including, but not limited to explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, or Kerosene.
 - (2) Dangerous poisons, toxins, or carcinogens, such as Methanol, Iso-propyl Alcohol, Methylene Chloride, Acetone, Benzene, Toluene, and Trichloro-ethylene, unless evidence of a current license to operate such solvents is provided.
 - (3) Generators or gas products used to power electrical or lighting fixtures or equipment.
- (f) Multiple Administrative Cultivation Permit holders may cultivate marijuana at the same private residence; however, the private residence shall not include more than one cultivation site or more than a total of six (6) plants at one time.
- (g) Each applicant shall pass an inspection of their cultivation site by a city building inspector to ensure that the private residence meets the requirements of section 37-6 and does not pose a health or safety risk to the applicant or public. If the inspection is denied, the applicant will have ten (10) calendar days to have the cultivation site re-inspected.

Sec. 37-7 Expiration and Renewal of an Administrative Cultivation Permit.

- (a) An Administrative Cultivation Permit may be renewed within no sooner than sixty (60) days of expiration.
- (b) The Administrative Cultivation Permit holder shall pass a re-inspection of the cultivation site by the Public Services Department.
- (c) Renewal of an Administrative Cultivation Permit is subject to a renewal fee as approved by resolution by the City Council.

Sec. 37-8 Suspension and Termination.

- (a) The city may suspend or terminate an Administrative Cultivation Permit at any time for failure to comply with this chapter or any local or state law or regulation.
- (b) If a person's Administrative Cultivation Permit is suspended, terminated, or expired, the permit holder's marijuana plants that exceeds 28.5 grams may be impounded by the City until both of the following are met:

- (1) The person reinstates their Administrative Cultivation Permit.
- (2) The person pays an administration penalty pursuant to section 37-15 Penalties.
- (c) A person may appeal any suspension or termination of an Administrative Cultivation Permit pursuant to section 37-14 Appeals Procedure.

Sec. 37-9 Multiple Administrative Cultivation Permit Applications.

- (a) Application for Administrative Cultivation Permit in a New Private Residence.
 - (1) An Administrative Cultivation Permit holder may apply for an Administrative Cultivation Permit for a private residence other than the private residence specified on the existing permit. If the application is approved, the former Administrative Cultivation Permit shall be immediately null and void. If the application is denied, the existing Administrative Cultivation Permit shall continue under its applicable terms and conditions. If the applicant appeals a denial of the application, the existing Administrative Cultivation Permit shall continue under its applicable terms and conditions.
- (b) Application for a Different Cultivation Site within the Same Private Residence.
 - (1) If a current Administrative Cultivation Permit holder applies for an Administrative Cultivation Permit for the private residence on the existing permit but for a cultivation site other than the one specified on the existing permit, the existing permit will terminate upon approval of the application.
- (c) Application for the Same Cultivation Site in Same Private Residence.
 - (1) If an additional person applies for an Administrative Cultivation Permit for the same cultivation site within the same private residence of a current Administrative Cultivation Permit holder, a permit shall not be issued if the existing permit has been terminated or suspended. If the Administrative Cultivation Permit is approved for the additional Applicant, the total number of marijuana plants within a single private residence shall be limited to six (6). In no event shall the number of marijuana plants exceed six (6).
 - (2) An additional Administrative Cultivation Permit for the same cultivation site shall only be issued if all Administrative Cultivation Permits related to that cultivation site are in good standing with the City.

Article. III. Regulations for Cannabis Businesses.

Sec. 37-10 Commercial Cannabis Cultivation.

- (a) A cannabis cultivation business may be permitted pursuant to a development agreement and conditional use permit.
- (b) A cannabis cultivation business shall only be allowed in a Limited Industrial (L-M) or Light Industrial (M-1) district as indicated in Exhibit 1.

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- (c) A commercial cannabis cultivation business shall not cultivate outdoors anywhere within the city.
- (d) All commercial cannabis cultivation businesses shall maintain any applicable state permit, city business license, conditional use permit, and comply with all of the following:
 - (1) **Employee Permits**. Every employee or independent contractor working at a cannabis cultivation business within the city shall obtain an employee permit from the Public Services Department. The Police Department shall perform a background check before issuing an employee permit. All information submitted to the city shall be under the penalty of perjury.
 - (2) **Secure Building**. All commercial cannabis activity shall occur entirely inside of a building that is secure, locked, and fully enclosed, with a ceiling, roof, or other enclosure. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, commercial greenhouse structures), and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid translucent material provided other security measures exist to ensure that the commercial cannabis activity cannot be seen, heard, or smelled beyond the property line.
 - (3) **Security Plan**. A cannabis cultivation business shall comply with security requirements acceptable to the Police Chief on an individual project basis. The security requirements will specify at a minimum provisions for perimeter fencing plan, interior and exterior lighting plan, security camera layouts, security team plan, alarm system details, transportation, remote monitoring, electronic track and trace, fire suppression plan, and record keeping.
 - (4) **Insurance**. A cannabis cultivation business shall maintain insurance in the amounts and of the types that are acceptable to the City Manager or his or her designee. The city shall be named as additional insured on all city-required insurance policies.
 - (5) **Waste Management Plan.** A cannabis cultivation business shall submit and comply with an approved commercial cannabis waste management plan describing how commercial cannabis waste will be disposed. If applicable, the plan shall include a description of measures to be taken relating to light bulb recycling.

Sec. 37-11 Cannabis Testing Laboratory.

- (a) Cannabis testing laboratories may be permitted pursuant to a development agreement and conditional use permit.
- (b) A cannabis testing laboratory shall only be located in Limited Industrial (L-M) or Light Industrial (M-1) districts as indicated in Exhibit 1.
- (c) A cannabis testing laboratory shall meet the accreditation criteria in the International Organization for Standardization (ISO) guidelines known as ISO 17025.
- (d) All cannabis testing laboratories shall maintain any applicable state permit, city business license, conditional use permit, and maintain compliance with all of the following:
 - (1) **Employee Permits**. Every employee or independent contractor working at a cannabis testing laboratory within the city shall obtain an employee permit from the Public Services Department. The Police Department shall perform a background check before issuing an employee permit. All information submitted to the city shall be under the penalty of perjury.
 - (2) **Secure Building**. All commercial cannabis activity shall occur entirely inside of a building that is secure, locked, and fully enclosed, with a ceiling, roof, or other enclosure. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures, and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid translucent material provided other security measures exist to ensure that the commercial cannabis activity cannot be seen, heard, or smelled beyond the property line.
 - (3) **Security Plan**. A cannabis testing laboratory shall comply with security requirements acceptable to the Police Chief on an individual project basis. The security requirements will specify at a minimum provisions for perimeter fencing plan, interior and exterior lighting plan, security camera layouts, security team plan, alarm system details, transportation, remote monitoring, electronic track and trace, fire suppression plan, and record keeping.
 - (4) **Insurance**. A cannabis testing laboratory business shall maintain insurance in the amounts and of the types that are acceptable to the City Manager or his or her designee. The city shall be named as additional insured on all city-required insurance policies.
 - (5) **Waste Management Plan.** A cannabis testing laboratory shall submit and comply with an approved commercial cannabis waste management plan describing how commercial cannabis waste will be disposed.

Sec. 37-12 Dispensary.

- (a) Up to two (2) cannabis dispensaries may be permitted within city limits pursuant to a development agreement and conditional use permit.
- (b) A cannabis dispensary shall only be located in the area of the City as indicated in Exhibit 2.
- (c) A cannabis delivery business is prohibited within the city. Any commercial cannabis activity related to delivery is prohibited unless that activity is performed by a cannabis dispensary permitted by this chapter. The city reserves the right to prohibit a cannabis dispensary from performing delivery services.
- (d) All cannabis dispensaries shall obtain any applicable state permit, obtain a city business license, and maintain compliance with all of the following:
 - (1) **Employee Permits**. Every employee or independent contractor working at a cannabis dispensary within the city shall obtain an employee permit from the Public Services Department. The Police Department shall perform a background check before issuing an employee permit. All information submitted to the city shall be under the penalty of perjury.
 - (2) **Secure Building**. All commercial cannabis activity shall occur entirely inside of a building that is secure, locked, and fully enclosed, with a ceiling, roof, or other enclosure. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures, and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid translucent material provided other security measures exist to ensure that the commercial cannabis activity cannot be seen, heard, or smelled beyond the property line.
 - (3) **Security Plan**. A cannabis dispensary shall comply with security requirements acceptable to the Police Chief on an individual project basis. The security requirements will specify at a minimum provisions for perimeter fencing plan, interior and exterior lighting plan, security camera layouts, security team plan, alarm system details, transportation, remote monitoring, electronic track and trace, fire suppression plan, and record keeping.
 - (4) **Insurance**. A cannabis dispensary shall maintain insurance in the amounts and of the types that are acceptable to the City Manager or his or her designee. The city shall be named as additional insured on all city-required insurance policies.

(5) Waste Management Plan. A cannabis dispensary shall submit and comply with an approved commercial cannabis waste management plan describing how commercial cannabis waste will be disposed.

Sec. 37-13 Cannabis Manufacturing Business.

- (a) A cannabis manufacturing business may be permitted pursuant to a development agreement and conditional use permit.
- (b) A cannabis manufacturing business shall only be located in Limited Industrial (L-M) or Light Industrial (M-1) district.
- (c) All cannabis manufacturing business shall obtain any applicable state permit, obtain a city business license, and maintain compliance with all of the following:
 - (1) **Employee Permits**. Every employee or independent contractor working at a cannabis dispensary within the city shall obtain an employee permit from the Public Services Department. The Police Department shall perform a background check before issuing an employee permit. All information submitted to the city shall be under the penalty of perjury.
 - (2) **Secure Building**. All commercial cannabis activity shall occur entirely inside of a building that is secure, locked, and fully enclosed, with a ceiling, roof, or other enclosure. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures, and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid translucent material provided other security measures exist to ensure that the commercial cannabis activity cannot be seen, heard, or smelled beyond the property line.
 - (3) **Security Plan**. A cannabis manufacturing business shall comply with security requirements acceptable to the Police Chief on an individual project basis. The security requirements will specify at a minimum provisions for perimeter fencing plan, interior and exterior lighting plan, security camera layouts, security team plan, alarm system details, transportation, remote monitoring, electronic track and trace, fire suppression plan, and record keeping.
 - (4) Insurance. A cannabis manufacturing business shall maintain insurance in the amounts and of the types that are acceptable to the City Manager or his or her designee. The city shall be named as additional insured on all city-required insurance policies.

(5) **Waste Management Plan.** A cannabis manufacturing business shall submit and comply with an approved commercial cannabis waste management plan describing how commercial cannabis waste will be disposed.

Article. IV. Appeals and Enforcement.

Sec. 37-14 Appeals

- (a) Any permit applicant may appeal any adverse action taken under this chapter to the City Council.
- (b) All appeals taken under this chapter must be taken within thirty (30) days after the adverse action by filing with the office of the City Clerk a written notice of appeal specifying the grounds thereof. An appeal shall be accompanied by a non-refundable filing fee, as established by resolution adopted by the City Council from time to time.
- (c) The City Clerk, upon the filing of such appeal and payment of an appeal fee, shall place the matter upon the agenda for the next regular meeting of the City Council occurring not earlier than five days after the filing of the appeal, and shall notify the appealing permit applicant by letter of the meeting date and place at which the appeal will be heard.

Sec. 37-15 Penalties.

- (a) Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Section 731 of the Code of Civil Procedure or any other remedy available to the City.
- (b) In addition to any other enforcement permitted by this chapter, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this chapter. In any civil action brought pursuant to this chapter, a court of competent jurisdiction may award reasonable attorney's fees and costs to the prevailing party.
- (c) Violations of this chapter shall be subject to an administrative penalty. The amount of the administrative penalty shall be two hundred and fifty dollars (\$250) for the first offense, five hundred dollars (\$500) for the second offense, and one thousand dollars (\$1,000.00) for any subsequent offense.

Sec. 37-16 Cost Recovery.

- (a) The city shall be entitled to recover its abatement and enforcement costs incurred in obtaining compliance with this chapter. Costs incurred by the city are recoverable even if a public nuisance, Municipal code, or other violation of law is corrected by the property owner or other responsible party.
- (b) The cost of abating a public nuisance or enforcing this chapter shall either be a special assessment and lien on the subject property or the personal obligation of the owner of the

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subject property or the responsible party. If there is more than one responsible party, each party shall be jointly and severally liable for the costs.

- (c) For purposes of this chapter, the following additional definitions shall apply:
 - (1) "Abatement costs" include the actual and reasonable costs incurred by the city to abate a public nuisance. These costs include all direct and indirect costs to the city that result from the total abatement action, including but not limited to, investigation costs, costs to enforce the Municipal code and any applicable State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct actual abatement of the nuisance. Costs include personnel costs, administrative overhead, costs for equipment such as cameras and vehicles, staff time to hire a contractor, and reasonable attorneys' fees incurred by city.
 - (2) "Enforcement costs" include all actual and reasonable costs incurred by the city to enforce compliance with the Municipal code and any applicable State, County, or city public health and safety law that are not included within abatement costs. Enforcement costs shall also include, but are not limited to, costs of fringe benefits for personnel, administrative overhead, costs of equipment, costs of materials, costs related to investigations, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal code or State or County law violations, and reasonable attorneys' fees related to these activities.
 - (3) "Responsible party" means a person or entity responsible for creating, causing, committing, or maintaining the violation of this chapter or State or County law.
 - (4) "Subject property" means the real property that is the subject of any abatement or enforcement action by the city for which the city incurred costs and seeks recovery under this chapter.

Sec. 37-17 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

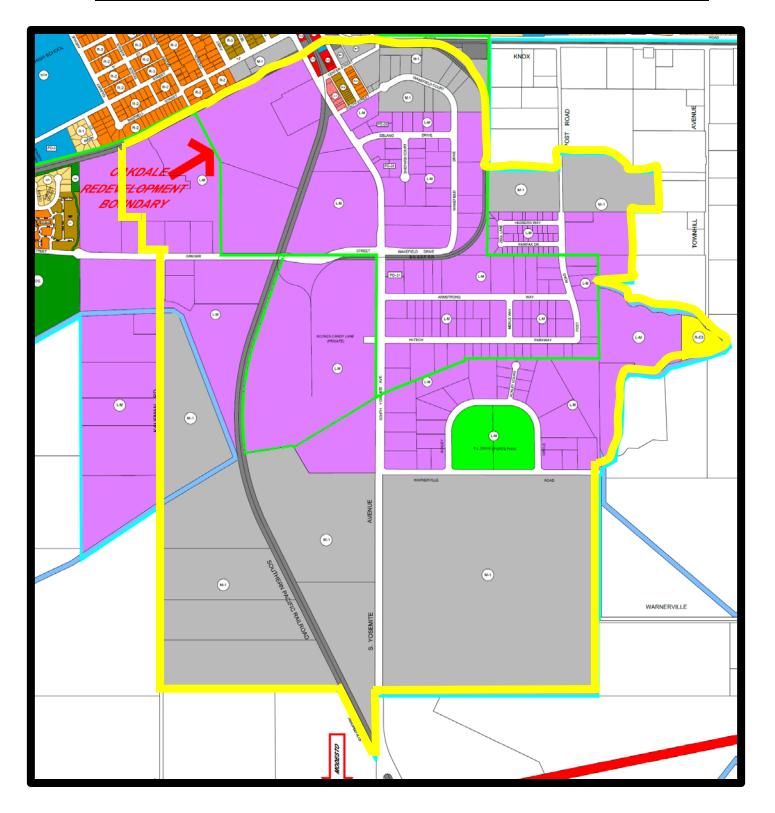
SECTION 3. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen

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	ation at least five (5) days prior to adoption	e Ordinance is published in a newspaper of on and again at least fifteen (15) days prior		
on,		ne City Council of the City of Oakdale held Council held on, 2017, the llowing vote:		
AYES:	COUNCIL MEMBERS			
NOES:	S: COUNCIL MEMBERS			
ABSENT:	COUNCIL MEMBERS			
ABSTAIN:	ABSTAIN: COUNCIL MEMBERS			
ATTEST:		APPROVED:		
Kathy Teixeira, CMC		Pat Paul		
City Clerk		Mayor		
APPROVED	AS TO FORM:			
Tom Hallinan, City Attorney				

L-M and M-1 Districts Available for Cannabis Cultivation, Manufacturing and Testing Businesses



L-M and M-1 Districts Available for Dispensary Businesses

