



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

# CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA

City Council Chambers  
277 North Second Avenue  
Oakdale, CA 95361

**Monday, June 1, 2020**

**7:00 PM**

**City Council Chambers**

## **NOTICE**

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

THIS MEETING WILL BE HELD VIA TELECONFERENCE AND WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCING AT <https://us02web.zoom.us/j/84191643613> AND VIA TELECONFERENCE BY CALLING (888)788-0099, MEETING ID: **841 9164 3613** AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT. THIS MEETING WILL BE TELEVISED ON COMCAST CHANNEL 7 AND AVAILABLE FOR PUBLIC VIEWING ON LIVESTREAM <https://livestream.com/cityofOakdale>.

**Welcome to your City of Oakdale City Council regular meeting.**

**Your City Council are:**

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

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

- 1. Call to Order – 7:00 p.m.**
- 2. City Council Members Present/Absent**
- 3. Pledge of Allegiance**
- 4. Invocation Provided by Pastor Bill Kenoyer, Redeemer Oakdale.**
- 5. Presentations/Acknowledgements**
- 6. Additions/Deletions**
- 7. Public Comments**



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**Next City Council Resolution: 2020-043**

**Next Ordinance: 1274**

*All members of the public will be given the same five-minute time allotment for comments as normally allowed for meetings subject to the provisions of Executive Order N-29-20, 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**

**9. City Council Consent Agenda**

The consent agenda is comprised of Items 9.1 through 9.8. 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 May 18, 2020.
- 9.2: Receive and File the Warrant List for the Period May 9, 2020 through May 21, 2020.
- 9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.
- 9.4: Adopt City Council Resolution 2020-\_\_\_ a Resolution of the City of Oakdale City Council Accepting the NW Waste Water Treatment Plant Drying Bed Rehabilitation Project and Authorizing the Filing of a Notice of Completion.
- 9.5: Adopt City Council Resolution 2020-\_\_\_ a Resolution of the City of Oakdale City Council Authorizing Staff to Enter into a Three (3) Year Agreement with Axon Enterprise, Inc. Accepting Five (5) Body Worn Cameras and necessary Evidence.com Digital Data Storage Licensing in the Total Amount of \$11,568.09, Divided into Three Annual Payments to be Funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as Required by Major Use Permit 2018-07 (Paragraph 29) to Outfit On-site Private Security Personnel Assigned to the Empire Health and Wellness Cannabis Dispensary (JDI Farms, Inc.).
- 9.6: Adopt City Council Resolution 2020-\_\_\_ a Resolution of the City of Oakdale City Council Authorizing Staff to Enter into a Three (3) Year Agreement with Axon Enterprise, Inc. Accepting Five (5) Body Worn Cameras and Necessary Evidence.com Digital Data Storage Licensing in the Total Amount of \$11,568.09, Divided into Three Annual Payments to be Funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as Required by Major Use Permit 2018-06 (Paragraph 28) to Outfit On-site Private Security Personnel Assigned to the People's Remedy Cannabis Dispensary (MDS Business Services, Inc.).
- 9.7: Adopt City Council Resolution 2020-\_\_\_ a Resolution of the City of Oakdale City Council Approving the Purchase of Retired Canine by its Handler, Sergeant Andy Stever, and Authorizing the City Manager to Execute the Agreement.



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- 9.8: Rejection by Minute Order, Claim for Damages submitted by Karla Haro, Maria Macias, and Misael Medina.

**10. Public Hearings**

None Scheduled.

**11. Staff Reports**

- 11.1: Consider a Resolution Authorizing the City Manager to Execute an Agreement with Sinclair General Engineering Construction Inc. in the Amount of \$246,640.00 for the Bridle Ridge Trail Repair Project and a Contingency in the Amount of \$6,360.00 for a Grand Total Cost of \$253,000.00 to be Funded by Local Transportation Fund, Measure L, and Park Replacement Fund 549.

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-\_\_\_\_, a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Execute an Agreement with Sinclair General Engineering Construction Inc. in the Amount of \$246,640.00 for the Bridle Ridge Trail Repair Project and a Contingency in the Amount of \$6,360.00 for a Grand Total Cost of \$253,000.00 to be Funded by Local Transportation Fund, Measure L, and Park Replacement Fund 549.

- 11.2: Consider a Resolution Authorizing the City Manager to Execute an Agreement with Dryco Construction, Inc. in the Amount of \$145,390.00 for the 2020 Area 2 Slurry Seal Project, Authorizing a 5% Contingency in the Amount of \$7,500.00 and Authorizing Construction Engineering in the Amount of \$7,500.00 to be Funded by SB1 Road Maintenance Fund 216.

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-\_\_\_\_, a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Execute an Agreement with Dryco Construction, Inc. in the Amount of \$145,390.00 for the 2020 Area 2 Slurry Seal Project, Authorizing a 5% Contingency in the Amount of \$7,500 and Authorizing Construction Engineering in the Amount of \$7,500.00 to be Funded by SB1 Road Maintenance Fund 216.

- 11.3: Consider a Resolution Approving a Memorandum of Understanding (MOU) between the City of Oakdale and Stanislaus County for Homeless Emergency Aid Program (HEAP) Funding and Authorizing the City Manager to Execute the MOU.

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-\_\_\_\_, a Resolution of the City Council of the City of Oakdale Approving a Memorandum of Understanding (MOU) between the City of Oakdale and Stanislaus County for Homeless Emergency Aid Program Funding and Authorizing the City Manager to Execute the MOU.



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**12. City Manager's Report**

12.1: [Update on COVID-19 Response in Oakdale \(Verbal Report\)](#).

**13. City Council Items**

**14. Adjournment**

**The next regular meeting of the Oakdale City Council will be held Monday, June 15, 2020 at 7:00 p.m. in the City Council Chamber.**

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

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

**DECLARATION OF POSTING**

I, Julie Christel, Council Services and Legislative Records Manager/Deputy City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, June 1, 2020, at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Friday, May 29, 2020.

Dated: May 29, 2020.

/s/ Julie Christel

Julie Christel  
Council Services and Legislative Records Manager  
Deputy City Clerk



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

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

**City Council Chambers  
277 North Second Avenue  
Oakdale, CA 95361**

**Monday, May 18, 2020**

**7:00 PM**

**City Council Chambers**

**1. CALL TO ORDER:**

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

After Mayor McCarty called the meeting to order, City Manager Whitemyer read aloud the following Notice:

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

This meeting will be held via teleconference and will not be physically open to the public. All members of the public may participate in the meeting via teleconferencing at and via teleconference by calling (888)788-0099, meeting ID: 841 0062 5781 and will be given the opportunity to provide public comment. This meeting will be televised on comcast channel 7 and available for public viewing on Oakdale's Livestream channel, <https://livestream.com/cityofOakdale>.

Mayor McCarty asked to take roll call to make sure all Council Members were in attendance. Council Services Manager Christel conducted roll call with Council Member Bairos, Council Member Smith, Council Member Chiara, Council Member Murdoch and Mayor McCarty responding they were present.

**2. COUNCIL/AGENCY MEMBERS PRESENT/ABSENT:**

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

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

Absent: None



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**3. PLEDGE OF ALLEGIANCE AND INVOCATION**

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

**4. INVOCATION**

Pastor Chelsea Peugh, from the Oakdale Family Church of the Nazarene, provided the invocation.

After the invocation, Mayor McCarty took a moment to pay tribute to retired City of Oakdale Police Chief Dave Sundy Sr. who passed away on May 10, 2020. Following a moment of silence, the Police Department presented a video in honor of Chief Sundy who served this community for over 20 years. At the conclusion of the video, Mayor McCarty introduced Chief Sundy's sons, Dave and Dan Sundy, who spoke about their father and thanked the City for acknowledging his service to this community.

**5. PRESENTATION AND ACKNOWLEDGEMENTS**

Mayor McCarty provided the following proclamation:

- Declaring May 17-23, 2020 as "National Public Works Week"

**6. ADDITIONS/DELETIONS**

Mayor McCarty asked whether there were any additions or deletions to the City Council agenda. City Manager Whitemyer advised there were none.

**7. PUBLIC COMMENTS**

City Manager Whitemyer provided instructions to the public for participating in the public comment period.

Public Comment opened at 7:12 p.m. and with no comments received, Public Comment closed at 7:13 p.m.

**8. APPOINTMENT TO BOARDS AND COMMISSIONS**

None.

**9. CITY COUNCIL CONSENT AGENDA**

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

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

9.1: Approve the Regular City Council Meeting Minutes of May 4, 2020.

9.2: Receive and File the Warrant List for the Period April 25, 2020 through May 8, 2020.

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



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- 9.4: Accept by Minute Order, the April 2020 Treasurer’s Report.
- 9.5: Rejection by Minute Order, Claim for Damages submitted by Heather Sanchez.  
Mayor McCarty requested a motion be made for these items.

**MOTION**

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.5 for May 18, 2020.

Moved by Council Member Chiara and seconded by Council Member Smith and PASSED AND ADOPTED this 18th day of May, 2020, by the following vote:

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

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

**10. PUBLIC HEARINGS**

None Scheduled.

**11. STAFF REPORTS**

- 11.1: Consider a Resolution Authorizing the City Manager to Execute the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Oakdale for FY 2020/2021 through 2024/2025.

City Manager Whitemyer provided a staff report and PowerPoint Presentation on the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Oakdale for FY 2020/2021 through 2024/2025.

Staff responded to questions from the City Council.

Council Member Chiara thanked City Manager Whitemyer and staff who work on Measure L projects.

Mayor McCarty opened the item for public comment.

With no public comment, Mayor McCarty requested a motion be made for this item.

**MOTION**

Adopt City Council Resolution 2020-041, a Resolution of the City of Oakdale City Council Authorizing the City Manager to Execute the Measure L Master Funding



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Agreement between the Stanislaus Council of Governments and the City of Oakdale for FY 2020/2021 through 2024/2025.

Moved by Council Member Murdoch and seconded by Chiara and PASSED AND ADOPTED this 18th day of May, 2020, by the following vote:

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

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

- 11.2: Consider a Resolution Authorizing the City Manager to Execute an Agreement with United Pavement Maintenance, Inc. in the Amount of \$272,293.81 for the Maag Avenue and “E” Street Pavement Rehabilitation and Resurfacing Project, Authorizing a 10% Contingency in the Amount Of \$27,300.00 and Authorizing 10% Construction Engineering in the Amount of \$27,300.00 for a Grand Total Cost of \$326,893.81 to be Funded by Federal Surface Transportation Program Funds and Local Gas Tax Fund 215.

Sr. Engineering Technician Renfrow provided a staff report and PowerPoint Presentation on the Maag Avenue and “E” Street Pavement Rehabilitation and Resurfacing Project. He discussed the scope of the project and reviewed project funding and cost summary. He concluded his presentation requesting the City Council authorize the City Manager to execute an agreement with United Pavement Maintenance, Inc. in the amount of \$272,293.81 for the Maag Avenue and “E” Street Pavement Rehabilitation and Resurfacing Project, authorizing a 10% Contingency in the amount of \$27,300.00 and Authorizing 10% Construction Engineering in the amount of \$27,300.00 for a total cost of \$326,893.81 to be funded by Federal Surface Transportation Program Funds and Local Gas Tax Fund 215.

Staff responded to questions from the City Council.

Mayor McCarty opened the item for public comment. With no public comment, Mayor McCarty requested a motion be made for this item.

**MOTION**

Adopt City Council Resolution 2020-042, a Resolution of the City of Oakdale City Council Authorizing the City Manager to Execute the Measure L Master Funding Agreement between the Stanislaus Council of Governments and the City of Oakdale for FY 2020/2021 through 2024/2025.

Moved by Council Member Smith and seconded by Chiara and PASSED AND ADOPTED this 18th day of May, 2020, by the following vote:

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

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

**12. CITY MANAGERS REPORT**

12.1: May 2020 Department Reports.

City Manager Whitemyer advised the City Council department reports for May 2020 have been provided in the City Council's packet for their review.

12.2: Update on COVID-19 Response in Oakdale

City Manager Whitemyer provided an update on the COVID-19 response in Oakdale and what is going on countywide and statewide. There was also discussion regarding the City of Atwater declaring itself a sanctuary city for small business.

**13. CITY COUNCIL ITEMS**

Council Member Smith announced that it was Senior Week and wanted to let all graduates know that they were in our thoughts during this time and that we are proud of them. He also announced that there was a Facebook page called "Adopt an Oakdale Senior" where people can sign up to surprise a graduating senior with baskets of goodies. Council Member Smith also thanked Director Gravel and the Public Works Department for all the hard work they do.

Council Member Bairos and Council Member Chiara also congratulated the OHS 2020 graduating seniors as well as the Jr. High's graduating 8<sup>th</sup> grade class.

Mayor McCarty echoed their sentiments and mentioned that the school district may put together some type of graduation ceremony when we reach phase 4. Also, he thanked all first responders for all the work they do.

**14. ADJOURNMENT**

There being no further business, Mayor McCarty adjourned the meeting at 7:49 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Julie Christel  
Council Services and Legislative  
Records Manager

\_\_\_\_\_  
J.R. McCarty  
Mayor

**AGENDA ITEM 9.2:**

**WARRANT LIST**

By Vendor Name

Payment Dates 05/09/2020 - 05/21/2020



City of Oakdale, CA

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
<b>Vendor: 4444444 - *</b>						
05/15/2020	CHRISTEN, SUSAN	CHRISTEN, SUSAN	145937	110-7210-350410	CANCELLED RESERVATION	50
05/15/2020	CHRISTEN, SUSAN	CHRISTEN, SUSAN	145937	117-222-0600	CANCELLED RESERVATION	214.23
<b>Vendor 4444444 - * Total:</b>						<b>264.23</b>
<b>Vendor: 8888888 - *</b>						
05/15/2020	CASTILLO, K/RIOS, A	CASTILLO, K/RIOS, A	145936	117-204-0500	DEPOSIT REFUND/CANCELLED	600
<b>Vendor 8888888 - * Total:</b>						<b>600</b>
<b>Vendor: 9999999 - *</b>						
05/08/2020	HANCOCK, MIKE	HANCOCK, MIKE	145935	110-1910-427006	GRAFFITI ABATEMENT PURCH	12.98
05/13/2020	BURKETT'S POOL PLASTERING	BURKETT'S POOL PLASTERING	145934	110-202-0100	DUPLICATE PAYMENT	286.8
05/13/2020	GOINS, STEPHEN	GOINS, STEPHEN	145933	110-202-0100	BL CANCELLATION	159
<b>Vendor 9999999 - * Total:</b>						<b>458.78</b>
<b>Vendor: 504 - ABS DIRECT, INC.</b>						
04/30/2020	123116	ABS DIRECT, INC.	145938	110-1910-437001	INSERT	667.49
04/30/2020	123127	ABS DIRECT, INC.	145938	622-4153-425003	MONTHLY UTILITY BILLING	1072.09
04/30/2020	123127	ABS DIRECT, INC.	145938	622-4153-429000	MONTHLY UTILITY BILLING	1696.03
04/30/2020	123127	ABS DIRECT, INC.	145938	645-4161-425003	MONTHLY UTILITY BILLING	1072.09
04/30/2020	123127	ABS DIRECT, INC.	145938	645-4161-429000	MONTHLY UTILITY BILLING	1696.03
04/30/2020	123127	ABS DIRECT, INC.	145938	657-4170-429000	MONTHLY UTILITY BILLING	25
<b>Vendor 504 - ABS DIRECT, INC. Total:</b>						<b>6228.73</b>
<b>Vendor: 1455 - ALL AMERICAN TRAFFIC SUPPLIES, LLC</b>						
04/28/2020	CITOAK042820	ALL AMERICAN TRAFFIC SUPP	145939	110-4140-427006	CRACK SEAL MATERIAL	3726.35
04/30/2020	CITOAK043020	ALL AMERICAN TRAFFIC SUPP	145939	110-4140-427006	CRACK SEAL MATERIAL	3726.35
<b>Vendor 1455 - ALL AMERICAN TRAFFIC SUPPLIES, LLC Total:</b>						<b>7452.7</b>
<b>Vendor: 1578 - ANIMAL DAMAGE MANAGEMENT</b>						
04/24/2020	2949C	ANIMAL DAMAGE MANAGEM	145940	284-6210-425003	PEST CONTROL	200
<b>Vendor 1578 - ANIMAL DAMAGE MANAGEMENT Total:</b>						<b>200</b>
<b>Vendor: 280 - ARC DOCUMENT SOLUTIONS, LLC</b>						
04/16/2020	2307737	ARC DOCUMENT SOLUTIONS,	145941	119-4110-425003	BASE BILLING CHARGES	479.21
<b>Vendor 280 - ARC DOCUMENT SOLUTIONS, LLC Total:</b>						<b>479.21</b>
<b>Vendor: 1070 - AT&amp;T</b>						
05/01/2020	MAY 2020	AT&T	145942	645-4160-420003	238841-10807716	33.03
05/01/2020	MAY 2020	AT&T	145942	645-4160-420003	248134-87506048	4.48
<b>Vendor 1070 - AT&amp;T Total:</b>						<b>37.51</b>
<b>Vendor: 350 - AT&amp;T</b>						
05/20/2020	MAY 2020	AT&T	145944	110-2110-420003	831-000-9659 421	455.16
05/20/2020	MAY 2020	AT&T	145944	622-4152-420003	831-000-8588 213	525.66
05/20/2020	MAY 2020	AT&T	145944	645-4160-420003	831-000-8588 213	525.67
<b>Vendor 350 - AT&amp;T Total:</b>						<b>1506.49</b>
<b>Vendor: 942 - AT&amp;T</b>						
05/10/2020	MAY 2020	AT&T	145943	110-1910-420003	9391055865	116.35
05/10/2020	MAY 2020	AT&T	145943	110-1910-420003	9391053408	493.29



City of Oakdale, CA

# WARRANT LIST

By Vendor Name

Payment Dates 05/09/2020 - 05/21/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
05/10/2020	MAY 2020	AT&T	145943	110-1910-420003	9391053394	47.48
05/10/2020	MAY 2020	AT&T	145943	110-2110-420003	9391053390	194.18
05/10/2020	MAY 2020	AT&T	145943	110-2110-420003	9391053232	164.69
05/10/2020	MAY 2020	AT&T	145943	110-2110-420003	9391053294	48.71
05/10/2020	MAY 2020	AT&T	145943	110-2110-420003	9391059080	20.77
05/10/2020	MAY 2020	AT&T	145943	117-7460-420003	9391053292	137.52
05/10/2020	MAY 2020	AT&T	145943	118-7330-420003	9391053396	14.69
05/10/2020	MAY 2020	AT&T	145943	118-7340-420003	9391053285	20.77
05/10/2020	MAY 2020	AT&T	145943	118-7340-420003	9391053234	39.89
05/10/2020	MAY 2020	AT&T	145943	622-4152-420003	9391053400	58.57
05/10/2020	MAY 2020	AT&T	145943	645-4160-420003	9391053238	40.13
05/10/2020	MAY 2020	AT&T	145943	645-4160-420003	9391053398	59.27
<b>Vendor 942 - AT&amp;T Total:</b>						<b>1456.31</b>
<b>Vendor: 1443 - BAY ALARM COMPANY</b>						
04/15/2020	17291434	BAY ALARM COMPANY	145945	110-7210-425003	MONITORING	446.52
<b>Vendor 1443 - BAY ALARM COMPANY Total:</b>						<b>446.52</b>
<b>Vendor: 1537 - BLACKWATER CONSULTING ENGINEERS INC</b>						
05/07/2020	3781	BLACKWATER CONSULTING EI	145946	621-4159-442001	CHANGE ORDER #1	4760.5
05/08/2020	3784	BLACKWATER CONSULTING EI	145946	645-4160-441027	OID Parks Irrigation Project	2935
<b>Vendor 1537 - BLACKWATER CONSULTING ENGINEERS INC Total:</b>						<b>7695.5</b>
<b>Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT</b>						
05/15/2020	INV00667	CALIFORNIA STATE DISBURSEI	145928	110-219-1900	GARNISHMENT CHILD SUPPOI	561.15
<b>Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:</b>						<b>561.15</b>
<b>Vendor: 232 - CAR WASH PARTNERS, INC.</b>						
04/30/2020	168835	CAR WASH PARTNERS, INC.	145947	110-2110-424003	CAR WASHES	36
04/30/2020	168835	CAR WASH PARTNERS, INC.	145947	110-4120-425003	CAR WASHES	4
04/30/2020	168835	CAR WASH PARTNERS, INC.	145947	622-4151-424003	CAR WASHES	2
04/30/2020	168835	CAR WASH PARTNERS, INC.	145947	645-4160-424003	CAR WASHES	2
<b>Vendor 232 - CAR WASH PARTNERS, INC. Total:</b>						<b>44</b>
<b>Vendor: 1329 - CHURCHWELL WHITE LLP</b>						
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	110-1610-425003	LEGAL SERVICES	4635.32
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	110-1610-425003	LEGAL SERVICES	17421.1
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	120-3110-425003	LEGAL SERVICES	1353.4
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	120-3110-425003	LEGAL SERVICES	3336.4
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	645-4160-425003	LEGAL SERVICES	265
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	720-3110-425003	LEGAL SERVICES	4235.6
05/14/2020	38539-38550/38664	CHURCHWELL WHITE LLP	145948	720-3110-425003	LEGAL SERVICES	13730.2
<b>Vendor 1329 - CHURCHWELL WHITE LLP Total:</b>						<b>44977.02</b>
<b>Vendor: 1577 - CINTAS CORPORATION</b>						
04/17/2020	4048342988	CINTAS CORPORATION	145949	110-7210-425016	UNIFORM SERVICES	25.06
04/17/2020	4048342988	CINTAS CORPORATION	145949	565-7215-425016	UNIFORM SERVICES	84.23
04/24/2020	4048905403	CINTAS CORPORATION	145949	110-7210-425016	UNIFORM SERVICES	25.06



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04/24/2020	4048905403	CINTAS CORPORATION	145949	565-7215-425016	UNIFORM SERVICES	151.26
05/01/2020	4049475976	CINTAS CORPORATION	145949	622-4151-425016	UNIFORM SERVICES	72.12
05/01/2020	4049475982	CINTAS CORPORATION	145949	110-7210-425016	UNIFORM SERVICES	21.76
05/01/2020	4049475982	CINTAS CORPORATION	145949	565-7215-425016	UNIFORM SERVICES	64.47
05/01/2020	4049475987	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	4.17
05/01/2020	4049475987	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	2.22
05/01/2020	4049475987	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	2.64
05/01/2020	4049475987	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	18.08
05/01/2020	4049475987	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	5.94
05/01/2020	4049475987	CINTAS CORPORATION	145949	110-7413-425016	UNIFORM SERVICES	9.53
05/01/2020	4049475987	CINTAS CORPORATION	145949	120-3130-425016	UNIFORM SERVICES	5.72
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	3.33
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	8.12
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	8.14
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	18.08
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	24.19
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	32.33
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	8.03
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	5.78
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	8.03
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	2.98
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	2.09
05/01/2020	4049475987	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	1.98
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	43.28
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	32.32
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	18.09
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	8.12
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	4.98
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	5.79
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	2.09
05/01/2020	4049475987	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	3.33
05/08/2020	4050048831	CINTAS CORPORATION	145949	110-7210-425016	UNIFORM SERVICES	21.76
05/08/2020	4050048831	CINTAS CORPORATION	145949	565-7215-425016	UNIFORM SERVICES	94.77
05/08/2020	4050048870	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	4.17
05/08/2020	4050048870	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	17.5
05/08/2020	4050048870	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	5.94
05/08/2020	4050048870	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	2.63
05/08/2020	4050048870	CINTAS CORPORATION	145949	110-4140-425016	UNIFORM SERVICES	2.22
05/08/2020	4050048870	CINTAS CORPORATION	145949	110-7413-425016	UNIFORM SERVICES	9.53
05/08/2020	4050048870	CINTAS CORPORATION	145949	120-3130-425016	UNIFORM SERVICES	5.72
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	41.08
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	30.5



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05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	17.5
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	1.98
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	2.09
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	10.53
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	5.78
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	3.33
05/08/2020	4050048870	CINTAS CORPORATION	145949	622-4152-425016	UNIFORM SERVICES	3.21
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	32.93
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	30.5
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	17.5
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	8.12
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	5.79
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	2.09
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	3.33
05/08/2020	4050048870	CINTAS CORPORATION	145949	645-4160-425016	UNIFORM SERVICES	3.21
05/08/2020	4050048956	CINTAS CORPORATION	145949	622-4151-425016	UNIFORM SERVICES	93.56
<b>Vendor 1577 - CINTAS CORPORATION Total:</b>						<b>1210.61</b>
<b>Vendor: 48 - CITY OF MODESTO</b>						
05/04/2020	1157/220457 5/4/20	CITY OF MODESTO	145953	110-2210-425030	FIRE CONTRACT	219217.52
05/15/2020	CS-20-1966	CITY OF MODESTO	145952	110-2210-424003	VEHICLE MAINTENANCE	5415.85
<b>Vendor 48 - CITY OF MODESTO Total:</b>						<b>224633.37</b>
<b>Vendor: 346 - CITY OF OAKDALE CITYHALL ASSN</b>						
05/15/2020	INV00661	CITY OF OAKDALE CITYHALL A	10246	110-219-0800	CITY OF OAKDALE CITYHALL A	46
<b>Vendor 346 - CITY OF OAKDALE CITYHALL ASSN Total:</b>						<b>46</b>
<b>Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT</b>						
05/15/2020	INV00665	CITY OF OAKDALE FSA ACCOU	10247	110-219-0200	CITY OF OAKDALE FSA ACCOU	19.23
05/15/2020	INV00666	CITY OF OAKDALE FSA ACCOU	10247	512-1910-374120	CITY OF OAKDALE FSA ACCOU	466.14
<b>Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:</b>						<b>485.37</b>
<b>Vendor: 50 - CLARK PEST CONTROL</b>						
03/21/2020	25602563	CLARK PEST CONTROL	145954	286-6230-425003	CONTRACT SERVICES	280
05/11/2020	26628318	CLARK PEST CONTROL	145954	284-6210-425003	PEST CONTROL	260
05/12/2020	26627866	CLARK PEST CONTROL	145954	110-7210-425003	PEST CONTROL	588
<b>Vendor 50 - CLARK PEST CONTROL Total:</b>						<b>1128</b>
<b>Vendor: 1059 - COLONIAL PROCESSING CENTER</b>						
05/15/2020	INV00664	COLONIAL PROCESSING CENTI	145929	110-219-1700	COLONIAL LIFE	27.41
<b>Vendor 1059 - COLONIAL PROCESSING CENTER Total:</b>						<b>27.41</b>
<b>Vendor: 1574 - CONDOR EARTH TECHNOLOGIES, INC.</b>						
04/30/2020	82207	CONDOR EARTH TECHNOLOGI	145955	622-4151-425003	QUARTERLY REPORT	1298.75
<b>Vendor 1574 - CONDOR EARTH TECHNOLOGIES, INC. Total:</b>						<b>1298.75</b>
<b>Vendor: 55 - COOK'S COMMUNICATIONS</b>						
04/01/2020	144183	COOK'S COMMUNICATIONS	145956	110-2110-424003	VEHICLE GRAPHICS PACKAGE	1343.03
<b>Vendor 55 - COOK'S COMMUNICATIONS Total:</b>						<b>1343.03</b>



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<b>Vendor: 66 - D &amp; D SERVICES, INC</b>						
04/30/2020	73847	D & D SERVICES, INC	145957	110-2160-425003	ANIMAL SERVICES	219.5
04/30/2020	73847	D & D SERVICES, INC	145957	110-2161-425003	ANIMAL SERVICES	219.5
<b>Vendor 66 - D &amp; D SERVICES, INC Total:</b>						<b>439</b>
<b>Vendor: 1137 - DENAIR LUMBER CO.</b>						
04/18/2020	49885	DENAIR LUMBER CO.	145958	110-4140-427006	SIDEWALK REPAIR	294.41
<b>Vendor 1137 - DENAIR LUMBER CO. Total:</b>						<b>294.41</b>
<b>Vendor: 1127 - DEPT OF JUSTICE</b>						
05/05/2020	449463	DEPT OF JUSTICE	145959	110-2110-425003	LIVESCAN	64
05/07/2020	450898	DEPT OF JUSTICE	145959	110-2110-425003	CLETS BILLING	1876.98
<b>Vendor 1127 - DEPT OF JUSTICE Total:</b>						<b>1940.98</b>
<b>Vendor: 1519 - ENERGY SYSTEMS</b>						
05/14/2020	34473-0002	ENERGY SYSTEMS	145960	545-2110-441005	Generator for Cell Tower	4199.53
<b>Vendor 1519 - ENERGY SYSTEMS Total:</b>						<b>4199.53</b>
<b>Vendor: 1456 - ENGINEERED FIRE SYSTEMS, INC.</b>						
05/01/2020	16377	ENGINEERED FIRE SYSTEMS, II	145961	120-3130-425003	FIRE PLAN CHECK	250
<b>Vendor 1456 - ENGINEERED FIRE SYSTEMS, INC. Total:</b>						<b>250</b>
<b>Vendor: 1235 - EXPRESS SERVICES, INC.</b>						
04/21/2020	23870697	EXPRESS SERVICES, INC.	145962	565-7215-410013	TEMP SERVICES	159.12
04/29/2020	23900073	EXPRESS SERVICES, INC.	145962	565-7215-410013	TEMP SERVICES	954.72
<b>Vendor 1235 - EXPRESS SERVICES, INC. Total:</b>						<b>1113.84</b>
<b>Vendor: 88 - FEDEX</b>						
05/01/2020	7-000-95852	FEDEX	145963	622-4152-427006	SHIPPING FEES	8.59
05/01/2020	7-000-95852	FEDEX	145963	645-4160-429000	SHIPPING FEES	8.6
<b>Vendor 88 - FEDEX Total:</b>						<b>17.19</b>
<b>Vendor: 96 - GILTON SOLID WASTE MANAGEMENT INC.</b>						
05/07/2020	OAKDSS-051	GILTON SOLID WASTE MANAGE	145964	110-4141-425003	STREET SWEEPING	5331.8
05/19/2020	APRIL 2020	GILTON SOLID WASTE MANAGE	145964	110-1910-320401	REFUSE MONIES COLLECTED	-22136.91
05/19/2020	APRIL 2020	GILTON SOLID WASTE MANAGE	145964	799-8280-425003	REFUSE MONIES COLLECTED	184474.27
<b>Vendor 96 - GILTON SOLID WASTE MANAGEMENT INC. Total:</b>						<b>167669.16</b>
<b>Vendor: 123 - HOWK SYSTEMS INC</b>						
05/06/2020	0322892-IN	HOWK SYSTEMS INC	145965	645-4160-424002	WELL #10	20752.16
<b>Vendor 123 - HOWK SYSTEMS INC Total:</b>						<b>20752.16</b>
<b>Vendor: 127 - IMAGE UNIFORMS</b>						
04/06/2020	140160/140161	IMAGE UNIFORMS	145966	545-2110-441006	UNIFORMS	666.52
04/16/2020	140190	IMAGE UNIFORMS	145966	545-2110-441006	UNIFORMS	492.93
04/23/2020	140086	IMAGE UNIFORMS	145966	110-2160-427006	UNIFORMS	146.14
04/23/2020	140086	IMAGE UNIFORMS	145966	110-2161-427006	UNIFORMS	146.15
<b>Vendor 127 - IMAGE UNIFORMS Total:</b>						<b>1451.74</b>
<b>Vendor: 135 - JORGENSEN AND SONS, INC.</b>						
04/28/2020	5875622	JORGENSEN AND SONS, INC.	145967	110-2110-425003	FIRE ENTING MAINTENANCE	253.85
<b>Vendor 135 - JORGENSEN AND SONS, INC. Total:</b>						<b>253.85</b>



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<b>Vendor: 1476 - KCI SWEEPING</b>						
04/30/2020	20-0508	KCI SWEEPING	145968	622-4151-425003	SITE SWEEPING	385.67
<b>Vendor 1476 - KCI SWEEPING Total:</b>						<b>385.67</b>
<b>Vendor: 1230 - KUBWATER RESOURCES INC.</b>						
04/16/2020	09495	KUBWATER RESOURCES INC.	145969	622-4151-427006	POLYMER TOTE	4298.74
<b>Vendor 1230 - KUBWATER RESOURCES INC. Total:</b>						<b>4298.74</b>
<b>Vendor: 64 - L.N. CURTIS &amp; SONS</b>						
04/29/2020	INV384898	L.N. CURTIS & SONS	145970	545-2110-441005	PD SUPPLIES	396.14
<b>Vendor 64 - L.N. CURTIS &amp; SONS Total:</b>						<b>396.14</b>
<b>Vendor: 1506 - MICHAEL WHEELER CONSTRUCTION</b>						
05/11/2020	5/11/20	MICHAEL WHEELER CONSTRU	145927	119-4110-330800	PGE CLAIM	5647.67
<b>Vendor 1506 - MICHAEL WHEELER CONSTRUCTION Total:</b>						<b>5647.67</b>
<b>Vendor: 161 - MID</b>						
05/02/2020	MAY 2020 2	MID	145932	284-6210-420001	1337811713	36.55
05/02/2020	MAY 2020 2	MID	145932	284-6210-420001	1122819817	874.29
05/02/2020	MAY 2020 2	MID	145932	284-6210-420001	3151817535	2317.72
05/02/2020	MAY 2020 2	MID	145932	286-6230-420001	8551425139	531.3
05/02/2020	MAY 2020 2	MID	145932	622-4151-420001	6483221405	17899.68
05/02/2020	MAY 2020 2	MID	145932	622-4152-420001	3818618731	640.14
05/02/2020	MAY 2020 2	MID	145932	645-4160-420001	6201815675	4460.86
<b>Vendor 161 - MID Total:</b>						<b>26760.54</b>
<b>Vendor: 01015 - NORTHSTAR CHEMICAL</b>						
04/20/2020	167654	NORTHSTAR CHEMICAL	145971	645-4160-427006	CHLORINATION	580.39
05/08/2020	168859	NORTHSTAR CHEMICAL	145971	645-4160-427006	CHLORINATION	812.55
<b>Vendor 01015 - NORTHSTAR CHEMICAL Total:</b>						<b>1392.94</b>
<b>Vendor: 191 - OAK VALLEY HOSPITAL</b>						
04/07/2020	V00012034058	OAK VALLEY HOSPITAL	145972	110-2110-425006	PRE EMPLOYMENT	36.67
05/04/2020	CL0000003038 5/4/20	OAK VALLEY HOSPITAL	145972	110-2110-425006	PRE EMPLOYMENT	975
06/16/2020	V00012031894	OAK VALLEY HOSPITAL	145972	110-2110-425006	PRE EMPLOYMENT	94.97
<b>Vendor 191 - OAK VALLEY HOSPITAL Total:</b>						<b>1106.64</b>
<b>Vendor: 192 - OAKDALE ACE</b>						
05/01/2020	577029	OAKDALE ACE	145973	110-4140-427006	MISC. SUPPLIES	47.34
<b>Vendor 192 - OAKDALE ACE Total:</b>						<b>47.34</b>
<b>Vendor: 210 - OAKDALE AUTOMOTIVE REPAIR &amp; TIRE</b>						
01/28/2020	2031876	OAKDALE AUTOMOTIVE REPA	145974	110-2110-424003	TIRE REPAIRS	18
03/20/2020	2032748	OAKDALE AUTOMOTIVE REPA	145974	110-2110-424003	TIRE REPAIRS	18
<b>Vendor 210 - OAKDALE AUTOMOTIVE REPAIR &amp; TIRE Total:</b>						<b>36</b>
<b>Vendor: 198 - OAKDALE EMPLOYEES ASSOCIATION</b>						
05/15/2020	INV00663	OAKDALE EMPLOYEES ASSOCI	10248	110-219-0800	OAKDALE EMPLOYEES ASSOCI	44
<b>Vendor 198 - OAKDALE EMPLOYEES ASSOCIATION Total:</b>						<b>44</b>
<b>Vendor: 206 - OAKDALE LEADER</b>						
03/18/2020	265735	OAKDALE LEADER	145975	267-3140-425011	PUBLIC MEETING	88.11



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<b>Vendor: 208 - OAKDALE POLICE OFFICERS ASSOCIATION</b>						
05/15/2020	INV00662	OAKDALE POLICE OFFICERS AS	10249	110-219-0800	ASSOCIATION DUES	625
<b>Vendor 206 - OAKDALE LEADER Total:</b>						<b>88.11</b>
<b>Vendor 208 - OAKDALE POLICE OFFICERS ASSOCIATION Total:</b>						<b>625</b>
<b>Vendor: 217 - ON STAR PEST CONTROL</b>						
05/07/2020	1300265	ON STAR PEST CONTROL	145976	110-7210-425003	PEST CONTROL	90
<b>Vendor 217 - ON STAR PEST CONTROL Total:</b>						<b>90</b>
<b>Vendor: 219 - OPERATING ENGINEERS LOCAL #3</b>						
05/15/2020	INV00668	OPERATING ENGINEERS LOCA	145930	110-219-0800	UNION DUES - OAKDALE POLI	724.5
05/15/2020	INV00669	OPERATING ENGINEERS LOCA	145930	110-219-0800	UNION DUES - OAKDALE MISC	747.5
<b>Vendor 219 - OPERATING ENGINEERS LOCAL #3 Total:</b>						<b>1472</b>
<b>Vendor: 62 - O'REILLY AUTOMOTIVE STORES, INC.</b>						
04/24/2020	2721-125983	O'REILLY AUTOMOTIVE STORE	145977	110-7210-424003	MISC SUPPLIES	84.48
04/27/2020	2721-126889	O'REILLY AUTOMOTIVE STORE	145977	110-2110-424003	MISC. SUPPLIES	62.51
04/27/2020	2721-126972	O'REILLY AUTOMOTIVE STORE	145977	622-4152-424003	MISC. SUPPLIES	20.58
04/29/2020	2721-127405	O'REILLY AUTOMOTIVE STORE	145977	622-4152-424003	MISC. SUPPLIES	15.94
04/30/2020	2721-127769	O'REILLY AUTOMOTIVE STORE	145977	110-7210-424003	MISC. SUPPLIES	18.3
05/01/2020	2721-127984	O'REILLY AUTOMOTIVE STORE	145977	110-7210-424003	MISC. SUPPLIES	128.43
05/01/2020	2721-128020	O'REILLY AUTOMOTIVE STORE	145977	110-7210-424003	MISC. SUPPLIES	163.56
05/01/2020	2721-128022	O'REILLY AUTOMOTIVE STORE	145977	110-7210-424003	MISC. SUPPLIES	-128.43
05/01/2020	2721-128082	O'REILLY AUTOMOTIVE STORE	145977	622-4152-424003	MISC. SUPPLIES	24.74
05/06/2020	2721-129510	O'REILLY AUTOMOTIVE STORE	145977	110-7210-424003	MISC. SUPPLIES	24.92
05/06/2020	2721-129512	O'REILLY AUTOMOTIVE STORE	145977	110-4120-427006	MISC. SUPPLIES	10.83
05/06/2020	2721-129525	O'REILLY AUTOMOTIVE STORE	145977	110-4140-424003	MISC. SUPPLIES	45.51
05/06/2020	2721-129527	O'REILLY AUTOMOTIVE STORE	145977	110-4140-424003	MISC. SUPPLIES	11.91
<b>Vendor 62 - O'REILLY AUTOMOTIVE STORES, INC. Total:</b>						<b>483.28</b>
<b>Vendor: 1381 - OSNER, GEORGE AICP</b>						
05/07/2020	MARCH 2020	OSNER, GEORGE AICP	145978	720-3110-425003	PLANNING SERVICES	270
05/07/2020	MARCH 2020	OSNER, GEORGE AICP	145978	720-3110-425003	PLANNING SERVICES	300
05/07/2020	MARCH 2020	OSNER, GEORGE AICP	145978	720-3110-425003	PLANNING SERVICES	45
<b>Vendor 1381 - OSNER, GEORGE AICP Total:</b>						<b>615</b>
<b>Vendor: 223 - P&amp;L CONCRETE PRODUCTS</b>						
04/17/2020	212332	P&L CONCRETE PRODUCTS	145979	110-4140-427006	PARKING BLOCKS	296.1
<b>Vendor 223 - P&amp;L CONCRETE PRODUCTS Total:</b>						<b>296.1</b>
<b>Vendor: 01216 - PACIFIC SHREDDING/PACIFIC STORAGE CO.</b>						
10/31/2019	5011436	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60
11/25/2019	5013513	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60
12/23/2019	5016114	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60
01/21/2020	5018444	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60
02/18/2020	5021923	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60
03/16/2020	5024750	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60
04/10/2020	5027111	PACIFIC SHREDDING/PACIFIC	145980	110-2110-425003	STANDARD SHREDDING SERVI	60



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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
<b>Vendor: 226 - PG&amp;E</b>						
05/01/2020	MAY 2020	PG&E	145981	110-4142-420001	48213775637	609.81
05/01/2020	MAY 2020	PG&E	145981	110-7210-420001	60758610988	727.73
05/01/2020	MAY 2020	PG&E	145981	631-4180-420001	41595816467	813.83
05/01/2020	MAY 2020	PG&E	145981	645-4160-420001	60775846904	23150.58
05/15/2020	MAY 2020 2	PG&E	145981	110-4142-420001	07875298122	11.44
05/15/2020	MAY 2020 2	PG&E	145981	288-6243-420001	01868963875	166.53
05/15/2020	MAY 2020 2	PG&E	145981	288-6244-420001	47013986097	31.22
05/15/2020	MAY 2020 2	PG&E	145981	288-6245-420001	68565167456	11.33
05/15/2020	MAY 2020 2	PG&E	145981	293-6250-420001	88703594601	50.88
<b>Vendor 226 - PG&amp;E Total:</b>						<b>25573.35</b>
<b>Vendor: 1266 - PRO PET DISTRIBUTORS, INC.</b>						
03/30/2020	129226	PRO PET DISTRIBUTORS, INC.	145982	110-7210-427006	PARK SUPPLIES	1069
<b>Vendor 1266 - PRO PET DISTRIBUTORS, INC. Total:</b>						<b>1069</b>
<b>Vendor: 1429 - R &amp; B COMPANY</b>						
02/28/2020	S1922383.001	R & B COMPANY	145983	645-4160-427006	MISC PARTS	1949.46
03/03/2020	S1923223.001	R & B COMPANY	145983	645-4160-427006	MISC PARTS	338.35
04/30/2020	S1935628.001	R & B COMPANY	145983	645-4160-427006	REPAIR PARTS	770.39
<b>Vendor 1429 - R &amp; B COMPANY Total:</b>						<b>3058.2</b>
<b>Vendor: 1278 - RAY MORGAN COMPANY</b>						
05/05/2020	2951416	RAY MORGAN COMPANY	145984	110-1910-423000	COPIER LEASE	326.76
05/05/2020	2951416	RAY MORGAN COMPANY	145984	110-2110-423000	COPIER LEASE	653.24
05/05/2020	2951416	RAY MORGAN COMPANY	145984	119-4110-423000	COPIER LEASE	163.68
05/05/2020	2951416	RAY MORGAN COMPANY	145984	120-3110-423000	COPIER LEASE	163.38
05/05/2020	2951416	RAY MORGAN COMPANY	145984	622-4152-423000	COPIER LEASE	163.39
05/05/2020	2951416	RAY MORGAN COMPANY	145984	645-4160-423000	COPIER LEASE	163.39
05/07/2020	2954384	RAY MORGAN COMPANY	145984	110-1910-423000	COPIER LEASE	83.84
05/07/2020	2954384	RAY MORGAN COMPANY	145984	110-2110-423000	COPIER LEASE	174.05
05/07/2020	2954384	RAY MORGAN COMPANY	145984	119-4110-423000	COPIER LEASE	32.89
05/07/2020	2954384	RAY MORGAN COMPANY	145984	120-3110-423000	COPIER LEASE	32.89
05/07/2020	2954384	RAY MORGAN COMPANY	145984	622-4152-423000	COPIER LEASE	32.89
05/07/2020	2954384	RAY MORGAN COMPANY	145984	645-4160-423000	COPIER LEASE	32.89
<b>Vendor 1278 - RAY MORGAN COMPANY Total:</b>						<b>2023.29</b>
<b>Vendor: 950 - RESOURCE BUILDING MATERIALS</b>						
04/27/2020	14083865	RESOURCE BUILDING MATERI.	145985	621-4159-442001	LANDSCAPING SUPPLIES	361.6
04/27/2020	14084695	RESOURCE BUILDING MATERI.	145985	644-4169-442001	LANDSCAPING MATERIALS	361.6
04/28/2020	14088955	RESOURCE BUILDING MATERI.	145985	644-4169-442001	LANDSCAPING MATERIALS	452
<b>Vendor 950 - RESOURCE BUILDING MATERIALS Total:</b>						<b>1175.2</b>
<b>Vendor: 255 - SAFE-T-LITE OF MODESTO</b>						
04/29/2020	365891	SAFE-T-LITE OF MODESTO	145986	110-4140-427006	STOP SIGNS	547.08
05/01/2020	365962	SAFE-T-LITE OF MODESTO	145986	645-4160-427006	TRAFFIC CONES	1585.74



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<b>Vendor: 01047 - SAMUEL HARNED</b>						
04/28/2020	141	SAMUEL HARNED	145987	120-3130-425003	PLAN REVIEW	312.5
05/11/2020	2019-726 & 727	SAMUEL HARNED	145987	120-3130-425003	PLAN CHECK SERVICES	55
<b>Vendor 01047 - SAMUEL HARNED Total:</b>						<b>367.5</b>
<b>Vendor: 01130 - SAN JOAQUIN COUNTY &amp; DELTA WATER QUALITY COALITION</b>						
05/01/2020	10217	SAN JOAQUIN COUNTY & DEL	145988	622-4151-416005	7/1/20-6/30/2021	95.63
<b>Vendor 01130 - SAN JOAQUIN COUNTY &amp; DELTA WATER QUALITY COALITION Total:</b>						<b>95.63</b>
<b>Vendor: 01217 - SIERRA NATIONAL ASPHALT</b>						
04/22/2020	P20613-1	SIERRA NATIONAL ASPHALT	145989	549-7219-442001	ASPHALT REMOVAL AND NEW	60000
<b>Vendor 01217 - SIERRA NATIONAL ASPHALT Total:</b>						<b>60000</b>
<b>Vendor: 275 - STANISLAUS COUNTY</b>						
04/24/2020	53977	STANISLAUS COUNTY	145990	120-3130-425003	PLAN CHECK SERVICES	1113
04/24/2020	53979	STANISLAUS COUNTY	145990	120-3130-425003	INSPECTION SERVICES	4912.5
<b>Vendor 275 - STANISLAUS COUNTY Total:</b>						<b>6025.5</b>
<b>Vendor: 1163 - STAPLES BUSINESS ADVANTAGE</b>						
03/15/2020	3442510834	STAPLES BUSINESS ADVANTAGE	145991	119-4110-427001	UNIFORM SERVICES	13.22
03/18/2020	3442684691	STAPLES BUSINESS ADVANTAGE	145991	119-4110-427001	OFFICE SUPPLIES	20.08
04/15/2020	3445148600	STAPLES BUSINESS ADVANTAGE	145991	119-4110-427001	UNIFORM SERVICES	19.07
04/17/2020	3445269800	STAPLES BUSINESS ADVANTAGE	145991	119-4110-427001	UNIFORM SERVICES	20.43
04/25/2020	3445666690	STAPLES BUSINESS ADVANTAGE	145991	110-2110-427001	OFFICE SUPPLIES	64.54
04/25/2020	3445666693	STAPLES BUSINESS ADVANTAGE	145991	110-2110-427001	OFFICE SUPPLEIS	295.41
04/30/2020	3445950729	STAPLES BUSINESS ADVANTAGE	145991	110-2110-427001	OFFICE SUPPLIES	91.98
05/01/2020	3446139148	STAPLES BUSINESS ADVANTAGE	145991	110-2110-427001	OFFICE SUPPLIES	58.89
05/06/2020	3446521770	STAPLES BUSINESS ADVANTAGE	145991	110-1310-427001	OFFICE SUPPLIES	50.66
05/06/2020	3446521770	STAPLES BUSINESS ADVANTAGE	145991	622-4153-427001	OFFICE SUPPLIES	50.67
05/06/2020	3446521770	STAPLES BUSINESS ADVANTAGE	145991	645-4161-427001	OFFICE SUPPLIES	50.66
05/09/2020	3446675126	STAPLES BUSINESS ADVANTAGE	145991	110-1310-427001	OFFICE SUPPLIES	20.58
05/09/2020	3446675126	STAPLES BUSINESS ADVANTAGE	145991	622-4153-427001	OFFICE SUPPLIES	20.57
05/09/2020	3446675126	STAPLES BUSINESS ADVANTAGE	145991	645-4161-427001	OFFICE SUPPLIES	20.57
<b>Vendor 1163 - STAPLES BUSINESS ADVANTAGE Total:</b>						<b>797.33</b>
<b>Vendor: 278 - STEVES CHEVROLET-BUICK</b>						
05/05/2020	5003473	STEVES CHEVROLET-BUICK	145992	645-4160-424003	VEHICLE MAINTENANCE	338.56
<b>Vendor 278 - STEVES CHEVROLET-BUICK Total:</b>						<b>338.56</b>
<b>Vendor: 1556 - SUTTER HEALTH PLUS</b>						
05/01/2020	1230105	SUTTER HEALTH PLUS	145993	110-219-1100	BENEFITS	51928.69
<b>Vendor 1556 - SUTTER HEALTH PLUS Total:</b>						<b>51928.69</b>
<b>Vendor: 1328 - SWIFT LAWN &amp; GARDEN</b>						
05/04/2020	7532	SWIFT LAWN & GARDEN	145994	285-6220-425015	MONTHLY MAINTENANCE	6206.9
05/04/2020	7576	SWIFT LAWN & GARDEN	145994	288-6242-425015	MONTHLY MAINTENANCE	258.14
05/04/2020	7577	SWIFT LAWN & GARDEN	145994	288-6244-425015	MONTHLY MAINTENANCE	797.04
05/04/2020	7578	SWIFT LAWN & GARDEN	145994	288-6243-425015	MONTHLY MAINTENANCE	529.42



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05/06/2020	7592	SWIFT LAWN & GARDEN	145994	285-6220-424009	IRRIGATION REPAIRS	550
<b>Vendor 1328 - SWIFT LAWN &amp; GARDEN Total:</b>						<b>8341.5</b>
<b>Vendor: 285 - TESCO CONTROLS</b>						
05/06/2020	0070242-IN	TESCO CONTROLS	145995	622-4152-425003	EMASS CONTRACT	12500
05/06/2020	0070242-IN	TESCO CONTROLS	145995	645-4160-425003	EMASS CONTRACT	12500
05/07/2020	0070258-IN	TESCO CONTROLS	145995	645-4160-425012	WELL 3	5115.85
<b>Vendor 285 - TESCO CONTROLS Total:</b>						<b>30115.85</b>
<b>Vendor: 1172 - THE PARKS GROUP</b>						
05/04/2020	62563	THE PARKS GROUP	145996	110-2160-427006	FORMS/DOCUMENTS	366.46
05/04/2020	62563	THE PARKS GROUP	145996	110-2161-427006	FORMS/DOCUMENTS	366.46
<b>Vendor 1172 - THE PARKS GROUP Total:</b>						<b>732.92</b>
<b>Vendor: 281 - TP EXPRESS</b>						
04/15/2020	24999	TP EXPRESS	145997	565-7215-425003	CONTRACT SERVICES	90
<b>Vendor 281 - TP EXPRESS Total:</b>						<b>90</b>
<b>Vendor: 291 - TROMBETTA ELECTRICS DISTRIBUTORS</b>						
04/28/2020	173208	TROMBETTA ELECTRICS DISTR	145998	549-7219-442001	MISC. SUPPLIES	27.51
<b>Vendor 291 - TROMBETTA ELECTRICS DISTRIBUTORS Total:</b>						<b>27.51</b>
<b>Vendor: 01066 - TRUGREEN COMMERCIAL</b>						
04/09/2020	118069286	TRUGREEN COMMERCIAL	145999	110-7210-425003	TL DAVIS	1644
04/14/2020	118207183	TRUGREEN COMMERCIAL	145999	284-6210-425003	BRIDLE RIDGE	2553
04/15/2020	118294233	TRUGREEN COMMERCIAL	145999	286-6230-425003	VINEYARD	890
04/30/2020	119398372	TRUGREEN COMMERCIAL	145999	284-6210-425003	BRIDLE RIDGE	55
04/30/2020	119398400	TRUGREEN COMMERCIAL	145999	286-6230-425003	VINEYARD	300
04/30/2020	119398455	TRUGREEN COMMERCIAL	145999	110-7210-425003	TREE & SHRUB SERVICES	530
05/01/2020	119486786	TRUGREEN COMMERCIAL	145999	284-6210-425003	BRIDLE RIDGE	966
<b>Vendor 01066 - TRUGREEN COMMERCIAL Total:</b>						<b>6938</b>
<b>Vendor: 978 - U.S. BANK</b>						
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-1910-420003	COMCAST	104.99
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-1910-420003	COMCAST	92.14
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-1910-429000	USPS	3.3
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-1910-437001	CSG	55.55
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-2110-420003	COMCAST	104.98
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-2110-420003	COMCAST	87.02
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-2110-420003	COMCAST	92.13
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-2110-427004	AMAZON	62.92
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	110-7210-425003	COMCAST	87.02
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	117-7460-420003	COMCAST	116.15
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	270-1910-425003	BEST BUY	189.6
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	270-1910-425003	LIVESTREAM	49
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	622-4151-425003	AYERA	398
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	622-4153-427006	INDIGO SOFTWARE	34.99
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	622-4153-427006	OAKDALE ACE	28.78



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04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	622-4153-427006	AMAZON	32.02
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	622-4153-441006	AMAZON	65.01
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	622-4153-441006	AMAZON	28.42
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	645-4161-427006	INDIGO SOFTWARE	35
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	645-4161-427006	OAKDALE ACE	28.79
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	645-4161-427006	AMAZON	32.02
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	645-4161-441006	AMAZON	28.43
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	645-4161-441006	AMAZON	65.01
04/22/2020	ADM-1 1899 042220	U.S. BANK	146000	657-4170-425003	AYERA	199
04/22/2020	ADM-2 4894 042220	U.S. BANK	146000	110-1910-427006	UBERCONFERENCE	20
04/22/2020	ADM-2 4894 042220	U.S. BANK	146000	110-1910-429000	NEOPOST	21.22
04/22/2020	ADM-3 2821 042220	U.S. BANK	146000	110-1130-416002	ZOOM	54.19
04/22/2020	ADM-3 2821 042220	U.S. BANK	146000	110-1130-416002	ZOOM	199.9
04/22/2020	ADM-3 2821 042220	U.S. BANK	146000	110-1130-427001	USPS/OFFICE DEPOT	18.1
04/22/2020	ADM-3 2821 042220	U.S. BANK	146000	110-1130-429000	USPS/OFFICE DEPOT	33.51
04/22/2020	ADM-4 6505 042220	U.S. BANK	146000	110-1120-427001	OFFICE SUPPLIES	14.08
04/22/2020	ADM-4 6505 042220	U.S. BANK	146000	110-1120-427001	VISTA PRINT	92.1
04/22/2020	FAC-1 1563 042220	U.S. BANK	146000	744-7340-427004	AMAZON	315.58
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7210-427006	OAKDALE LOCKSMITH	162.56
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7413-424001	FERGUSON	91.33
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7413-427002	HOME DEPOT	165.76
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7413-427002	OAKDALE ACE	57.41
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7413-427006	OAKDALE ACE	39.51
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7413-427006	AMAZON	14.08
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	110-7413-427006	OAKDALE ACE	53.17
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	77.75
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	106.03
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	312.23
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	68.72
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	3.65
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	18.41
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	20.1
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	21.63
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	26.8
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	36.8
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	39.82
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	48.7
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	OAKDALE ACE	55.31
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	CCSUPPLYINC	162.56
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	48.75
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-424002	HOME DEPOT	269.98
04/22/2020	FAC-2 6423 042220	U.S. BANK	146000	117-7440-441004	HOME DEPOT	484.36



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04/22/2020	PD-1 0210 .042220	U.S. BANK	146000	545-2110-441006	IMAGE UNIFORMS	306.25
04/22/2020	PD-1 0210 042220	U.S. BANK	146000	110-2110-424003	AMAZON RETURN	-353.76
04/22/2020	PD-2 5779 042220	U.S. BANK	146000	110-2160-427006	HOME DEPOT	183.98
04/22/2020	PD-2 5779 042220	U.S. BANK	146000	110-2160-427006	ACES	275.96
04/22/2020	PD-2 5779 042220	U.S. BANK	146000	110-2160-427006	ACES	69.6
04/22/2020	PD-2 5779 042220	U.S. BANK	146000	110-2161-427006	ACES	275.97
04/22/2020	PD-2 5779 042220	U.S. BANK	146000	110-2161-427006	HOME DEPOT	183.98
04/22/2020	PD-2 5779 042220	U.S. BANK	146000	110-2161-427006	ACES	69.6
04/22/2020	PD-3 9866 042220	U.S. BANK	146000	110-1910-437001	OAKDALE ACE/OAKDALE LOCK	43.33
04/22/2020	PD-3 9866 042220	U.S. BANK	146000	110-2110-427004	OAKDALE LOCKSMITH	350
04/22/2020	PD-4 6410 042220	U.S. BANK	146000	110-2110-427004	MISC SUPPLIES	130.05
04/22/2020	PD-5 6477 042220	U.S. BANK	146000	110-2110-427004	STAPLES	207.61
04/22/2020	PD-6 8002 042220	U.S. BANK	146000	110-1910-437001	AMAZON	725.01
04/22/2020	PD-6 8002 042220	U.S. BANK	146000	110-2110-427022	FUEL	32.43
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-1910-437001	STAPLES	41
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-1910-437001	ZOOM	14.99
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-1910-437001	STAPLES	41
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-425003	ATLAS BUSINESS	178
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-425006	POST	48.73
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-425006	INNOVATIVE CREDIT	30
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-427001	STAPLES	80.5
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-427001	STAPLES	49.09
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-427001	STAPLES	52.53
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-427004	GOLDEN VALLEY AWARDS	48.77
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2110-427004	READY FRESH	63.43
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2160-425003	READY FRESH	2.16
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-2161-425003	READY FRESH	2.16
04/22/2020	PD-7 2787 042220	U.S. BANK	146000	110-246-4600	EMBRACE PET INS	154.8
04/22/2020	PD-8 7622 042220	U.S. BANK	146000	110-1910-437001	MISC SUPPLIES	2244.4
04/22/2020	PD-9 8974 042220	U.S. BANK	146000	110-2110-427004	MISC SUPPLIES	5.41
04/22/2020	PD-9 8974 042220	U.S. BANK	146000	110-2110-427004	MISC SUPPLIES	196.02
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	110-140-0000	FASTENAL	199.19
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	110-2160-427006	AMAZON	39.5
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	110-7210-427006	FASTENAL	35.94
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	110-7210-427006	FASTENAL	35.94
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	110-7210-427006	FASTENAL	80.27
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427001	AMAZON	63.09
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427001	STAPLES	51.92
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427001	STAPLES	13.19
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427001	AMAZON	-10.7
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427001	STAPLES	4.05
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427001	AMAZON	10.7



City of Oakdale, CA

# WARRANT LIST

By Vendor Name

Payment Dates 05/09/2020 - 05/21/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	OAKDALE FEED & SEED	8.56
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	FASTENAL	18.27
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	FASTENAL	35.95
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	FASTENAL	35.95
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	FASTENAL	80.26
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	AMAZON	140.03
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	622-4152-427006	FASTENAL	196.43
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427001	AMAZON	63.03
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427001	STAPLES	51.92
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427001	STAPLES	13.19
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427001	AMAZON	10.69
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427001	AMAZON	-10.69
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427001	STAPLES	4.05
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	35.94
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	196.43
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	AMAZON	140.03
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	OAKDALE FEED & SEED	8.56
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	18.27
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	35.94
04/22/2020	PW-1 8837 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	80.27
04/22/2020	PW-2 8860 042220	U.S. BANK	146000	120-3110-427006	ADOBE	179.88
04/22/2020	PW-3 0327 042220	U.S. BANK	146000	110-4142-427006	OAKDALE ACE	22.28
04/22/2020	PW-3 0327 042220	U.S. BANK	146000	110-4142-427006	OAKDALE ACE	18.39
04/22/2020	PW-3 0327 042220	U.S. BANK	146000	549-7219-442001	OAKDALE ACE	64.88
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	110-4140-425003	OAKDALE ACE	174.13
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-416002	TRAINING/LODGING CANCELL	-179.05
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-416002	AWWA	285
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	13.62
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	15.15
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	O'REILLY	29.21
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	29.63
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	HOME DEPOT	37.72
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	AMAZON	134.44
04/22/2020	PW-4 0335 042220	U.S. BANK	146000	645-4160-427006	OAKDALE FEED & SEED	16.09
04/22/2020	PW-5 0368 042220	U.S. BANK	146000	110-7210-427006	OAKDALE ACE	376.1
04/22/2020	PW-5 0368 042220	U.S. BANK	146000	110-7210-427006	FASTENAL	90.65
04/22/2020	PW-5 0368 042220	U.S. BANK	146000	284-6210-427006	EWING	170.08
04/22/2020	PW-5 0368 042220	U.S. BANK	146000	285-6220-427006	L & M DISTRIBUTION	282.08
04/22/2020	PW-5 0368 042220	U.S. BANK	146000	565-7215-427006	OAKDALE ACE	86.68
04/22/2020	PW-5 0368 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	165.39
04/22/2020	PW-6 8872 042220	U.S. BANK	146000	622-4151-427006	OAKDALE ACE	79.63
04/22/2020	PW-6 8872 042220	U.S. BANK	146000	622-4151-427006	OAKDALE ACE	52.39



City of Oakdale, CA

# WARRANT LIST

By Vendor Name

Payment Dates 05/09/2020 - 05/21/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-2110-424003	ELECTRONIC ENTRY	1156.43
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-4120-424002	SUMMIT	266.61
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-4120-427006	AMAZON	11.91
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-4120-441005	AMAZON	172.23
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-4140-424003	HILL TRUCK & TRAILER	197.02
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-4140-424003	HILL TRUCK & TRAILER	169.85
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-4140-424003	HILL TRUCK & TRAILER	1039.81
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-7210-424003	OAKDALE ACE	20.19
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	110-7210-424003	TRACTOR SUPPLY	216.74
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	GT AUTOMOTIVE	803.08
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	GT AUTOMOTIVE	489.88
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	AMAZON	112.75
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	AMAZON	9.74
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	ELECTRONIC ENTRY	1160.33
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	AMAZON	84.45
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	AMAZON	76.41
04/22/2020	PW-7 8880 042220	U.S. BANK	146000	645-4160-424003	OAKDALE ACE	43.13
04/22/2020	PW-8 0624 042220	U.S. BANK	146000	657-4170-425003	CA PROPANE, OAKDALE LOCK'	758.94
04/22/2020	PW-9 7866 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	40.91
04/22/2020	PW-9-1 1392 042220	U.S. BANK	146000	110-1910-437001	AMAZON	321.31
04/22/2020	PW-9-2 6435 042220	U.S. BANK	146000	645-4160-427006	O'REILLYS	23.83
04/22/2020	PW-9-2 6435 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	38.96
04/22/2020	PW-9-2 6435 042220	U.S. BANK	146000	645-4160-427006	TRACTOR SUPPLY	60.67
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	110-4140-427006	OAKDALE ACE	10.94
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	110-4140-427006	OAKDALE ACE	21.39
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	110-4140-427006	O'REILLYS	29
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	110-4140-427006	OAKDALE ACE	68.13
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	110-7210-427006	EWING	218.22
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	110-7210-427006	OAKDALE ACE	89.57
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	285-6220-424007	OAKDALE ACE	46.64
04/22/2020	PW-9-3 2438 042220	U.S. BANK	146000	622-4152-427006	OAKDALE ACE	32.81
04/22/2020	PW-9-4 7025 042220	U.S. BANK	146000	110-7210-427006	OAKDALE ACE	107.14
04/22/2020	PW-9-4 7025 042220	U.S. BANK	146000	285-6220-427006	OAKDALE ACE	11.47
04/22/2020	PW-9-5 7041 042220	U.S. BANK	146000	565-7215-427006	EWING	65.69
04/22/2020	PW-9-6 8487 042220	U.S. BANK	146000	120-3130-416002	CACEO CREDIT	-255
04/22/2020	PW-9-7 1092 042220	U.S. BANK	146000	110-4140-427006	OAKDALE ACE	268.73
04/22/2020	PW-9-7 1092 042220	U.S. BANK	146000	110-4140-427006	OAKDALE ACE	37.9
04/22/2020	PW-9-7 1092 042220	U.S. BANK	146000	110-7210-427006	OAKDALE ACE	12.02
04/22/2020	PW-9-7 1092 042220	U.S. BANK	146000	621-4159-442001	OAKDALE ACE	17.33
04/22/2020	PW-9-8 4029 042220	U.S. BANK	146000	565-7215-427006	OAKDALE AUTO PARTS	11.53
04/22/2020	PW-9-9 9951 042220	U.S. BANK	146000	110-4140-427006	RESOURCE BUILDING MATERI.	136.34
04/22/2020	PW-9-9 9951 042220	U.S. BANK	146000	110-7210-427006	OAKDALE ACE	78.06



City of Oakdale, CA

# WARRANT LIST

By Vendor Name

Payment Dates 05/09/2020 - 05/21/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
04/22/2020	PW-9-A 2141 042220	U.S. BANK	146000	110-4140-427006	SOUTHERN CARLSON INC.	378.6
04/22/2020	PW-9-A 2141 042220	U.S. BANK	146000	110-4140-427006	OAKDALE AUTO PARTS	9.73
04/22/2020	PW-9-A 2141 042220	U.S. BANK	146000	622-4152-427006	HOME DEPOT	16.16
04/22/2020	PW-9-B 0283 042220	U.S. BANK	146000	110-4140-427006	OAKDALE ACE	213.32
04/22/2020	PW-9-B 0283 042220	U.S. BANK	146000	285-6220-424007	OAKDALE ACE	6.55
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	58.77
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	MISC SUPPLIES	10.83
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	9.44
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	21.65
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	OAKDALE FEED & SEED	26.82
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	36.83
04/22/2020	PW-9-C 6790 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	60.6
04/22/2020	PW-9-D 6972 042220	U.S. BANK	146000	285-6220-424007	OAKDALE ACE	19.14
04/22/2020	PW-9-D 6972 042220	U.S. BANK	146000	549-7219-442001	OAKDALE ACE	30.3
04/22/2020	PW-9-D 6972 042220	U.S. BANK	146000	622-4152-427006	OAKDALE ACE	85.07
04/22/2020	PW-9-E 1731 042220	U.S. BANK	146000	622-4151-427006	OAKDALE ACE	125.55
04/22/2020	PW-9-E 1731 042220	U.S. BANK	146000	622-4151-427006	DOLLAR TREE	8.77
04/22/2020	PW-9-E 1731 042220	U.S. BANK	146000	622-4151-427006	DOLLAR TREE	6.5
04/22/2020	PW-9-F 5782 042220	U.S. BANK	146000	286-6230-424009	OAKDALE ACE	59.51
04/22/2020	PW-9-F 5782 042220	U.S. BANK	146000	565-7215-427006	OAKDALE ACE	154.2
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-424002	O'REILLYS	37.42
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-424002	MCMMASTER CARR	323.92
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-424002	O'REILLYS	569.78
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-424002	THOMAS & ASSOCIATES	957.23
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-424002	TRACTOR SUPPLY	135.46
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-424002	A & M TIRE	205.52
04/22/2020	PW-9-G 8282 042220	U.S. BANK	146000	622-4151-427006	O'REILLY'S	173.9
04/22/2020	PW-9-H 9383 042220	U.S. BANK	146000	622-4152-427006	BEST BUY	32.36
04/22/2020	PW-9-H 9383 042220	U.S. BANK	146000	622-4152-427006	STAPLES	21.57
04/22/2020	PW-9-H 9383 042220	U.S. BANK	146000	622-4152-427006	USA BLUEBOOK	153.1
04/22/2020	PW-9-H 9383 042220	U.S. BANK	146000	645-4160-427006	STAPLES	21.57
04/22/2020	PW-9-H 9383 042220	U.S. BANK	146000	645-4160-427006	BEST BUY	32.35
04/22/2020	PW-9-H 9383 042220	U.S. BANK	146000	645-4160-427006	USA BLUEBOOK	153.1
04/22/2020	PW-9-I 4382 042220	U.S. BANK	146000	645-4160-424002	WATSON MARLOW	3151.98
04/22/2020	PW-9-I 4382 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	1009.24
04/22/2020	PW-9-I 4382 042220	U.S. BANK	146000	645-4160-427006	FASTENAL	259.77
04/22/2020	PW-9-I 4382 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	64.53
04/22/2020	PW-9-I 4382 042220	U.S. BANK	146000	645-4160-427006	OAKDALE ACE	50.37
04/22/2020	PW-9-J 2836 042220	U.S. BANK	146000	110-2110-424003	GT AUTOMOTIVE	361.03
04/22/2020	PW-9-J 2836 042220	U.S. BANK	146000	110-2110-424003	GT AUTOMOTIVE	360.37

Vendor 978 - U.S. BANK Total: **32453.91**

Vendor: 299 - UNITED WAY OF STANISLAUS



City of Oakdale, CA

# WARRANT LIST

By Vendor Name

Payment Dates 05/09/2020 - 05/21/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
05/15/2020	INV00670	UNITED WAY OF STANISLAUS	145931	110-219-1300	UNITED WAY OF STANISLAUS	2
<b>Vendor 299 - UNITED WAY OF STANISLAUS Total:</b>						<u>2</u>
<b>Vendor: 312 - W.B. TAYLOR &amp; SONS</b>						
04/21/2020	59268	W.B. TAYLOR & SONS	146008	645-4160-427006	BOLLARD FOR HYDRANTS	222.95
<b>Vendor 312 - W.B. TAYLOR &amp; SONS Total:</b>						<u>222.95</u>
<b>Vendor: 1465 - WEBSOFT DEVELOPERS, INC.</b>						
05/04/2020	3008293	WEBSOFT DEVELOPERS, INC.	146009	621-4159-442001	MMS MOBILE SOLUTIONS	6500
05/04/2020	3008293	WEBSOFT DEVELOPERS, INC.	146009	644-4169-442001	MMS MOBILE SOLUTIONS	6500
<b>Vendor 1465 - WEBSOFT DEVELOPERS, INC. Total:</b>						<u>13000</u>
<b>Grand Total:</b>						<u>791677.43</u>

**AGENDA ITEM 9.3:**

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



CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT

**Date:** June 1<sup>st</sup>, 2020

**To:** Mayor and City Council

**From:** Cody Bridgewater, Public Works Superintendent

**Reviewed by:** Jeff Gravel, Public Services Director

**Subject:** Consideration of a Resolution Accepting the NW WWTP Drying Bed Rehabilitation Project and Authorizing the Filing of a Notice of Completion

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**I. BACKGROUND**

On **March 16th, 2020** the City Council awarded a contract to **United Pavement Maintenance** for the NW WWTP Drying Bed Rehabilitation Project. The project consisted of replacing the soil cement liners with concrete liners in the North West drying bed. The concrete liners are stronger and will hold up to the stresses of cleaning the bed with the loader.

The City Council authorized; a contract to **United Pavement Maintenance** in the amount of \$ 194,973.00 and \$5,000.00 for inspections, for a total project budget of \$199,973.00.

**II. DISCUSSION**

On April 16<sup>th</sup>, 2020, the City Engineer found that the site improvements for this project to be fully constructed and inspected by City Staff. The City Engineer and City of Oakdale Public Works Department find that **United Pavement Maintenance** has completed the work and find it in compliance with City Standards.



CITY OF OAKDALE  
City Council Staff Report (Continued)

SUBJECT: NW WWTP Drying Bed Rehabilitation Project  
MEETING DATE: June 1, 2020



### III. FISCAL IMPACT

Project Funding:	\$ 199,973.00
Project Cost :	\$ 199,763.40
<b>Project Under Budget:</b>	<b>\$ 209.60</b>

The project was completed on time and under budget. The funding for the project came from Sewer Capital Replacement Fund 621.

### IV. RECOMMENDATION

Staff Recommends the City Council adopt a Resolution accepting the NW WWTP Drying Bed Rehabilitation Project Improvements in the amount of \$199,763.40 and authorize the filing of a Notice of Completion.

### V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-\_\_



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL  
ACCEPTING THE \$199,763.40 WWTP NORTH WEST DRYING BED  
REHABILITATION PROJECT AND AUTHORIZING THE FILING OF A  
NOTICE OF COMPLETION**

**THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, on **March 16th, 2020** the City Council awarded a contract to **United Pavement Maintenance** for the NW WWTP Drying Bed Rehabilitation Project; and

**WHEREAS**, **United Pavement Maintenance** has completed the work and the City Engineer and City of Oakdale Public Works Department finds the project acceptable; and

**WHEREAS**, Sewer Capital Replacement Fund 621 paid for this contract; and

**WHEREAS**, staff recommends accepting the project and authorize the filing of a Notice of Completion; and

**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL** hereby accepts the \$199,763.40, **NW WWTP Drying Bed Rehabilitation Project** Improvements and authorizes the filing of a Notice of Completion.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1<sup>st</sup> DAY OF JUNE, 2020**, by the following vote:

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

\_\_\_\_\_  
J.R. McCarty, Mayor

ATTEST:

\_\_\_\_\_  
Rouzé Roberts ,City Clerk



CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT

**Date:** June 1, 2020

**To:** City Council

**From:** Scott Heller, Chief of Police

**Subject:** Consideration of a Resolution authorizing staff to enter into a three (3) year Agreement with Axon Enterprise, Inc. accepting five (5) body worn cameras and necessary Evidence.com digital data storage licensing in the total amount of \$11,011.71, divided into three annual payments to be funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as required by Major Use Permit 2018-07 (Paragraph 29) to outfit on-site private security personnel assigned to the Empire Health and Wellness Cannabis Dispensary (JDI Farms, Inc.).

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**I. BACKGROUND**

The Empire Health and Wellness Cannabis Dispensary (JDI Farms, Inc.) is operating within the city limits of Oakdale pursuant to Major Use Permit (MUP) No. 2018-07. Under the conditions of the permit, the business is required to outfit all on-site security personnel with body worn cameras (MUP #2018-07, Paragraph 29). Security personnel are required to operate within the guidelines and policies of the Oakdale Police Department. All related hardware, software, and data is to be retained and secured by the Oakdale Police Department pursuant to existing policy and law. This is an anticipated and budgeted item utilizing funding set aside from the law enforcement impact fees paid by the business. Staff is requesting authorization to enter into an Agreement with Axon, Inc. in the total amount of \$11,011.71, divided into three annual payments to be paid with existing funds from the Cannabis Machinery and Equipment Account (114-2140-441005) to meet the requirements of MUP #2018-07.

**II. DISCUSSION**

When the City of Oakdale considered allowing cannabis dispensaries to operate within the city limits of Oakdale, the City Council adopted Cannabis Regulations under Chapter 37 of the Municipal Code. Security at the marijuana dispensaries was part of the consideration to receiving a permit to operate with the city.

CITY OF OAKDALE  
City Council Staff Report (Continued)

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SUBJECT: Request for authorization to enter into an Agreement with Axon, Inc. to outfit cannabis dispensary on-site security personnel with body worn cameras pursuant to MUP 2018-07.  
MEETING DATE: June 1<sup>st</sup>, 2020

Under City Ordinance Code Section 37-12(d) (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.

Additionally, as part of the overall security plan and as required by Major Use Permit (MUP) 2018-07, Paragraph 29, "On-site security personnel shall be trained and outfitted with body worn cameras by the Oakdale Police Department. Security personnel will operate within the guidelines and policies of the Oakdale Police Department. All related body worn hardware, software, and data will be retained and secured by the Oakdale Police Department pursuant to existing law and policy."

The Oakdale Police Department has been outfitting its police officers with body worn cameras for over three years. Our equipment has been provided by Axon Enterprise, Inc. of Scottsdale Arizona. Axon Enterprise Inc. has been at the forefront of body worn cameras used by law enforcement worldwide. The proposed Axon Body Worn Cameras and Evidence.com data storage solution for the on-site security personnel will maximize a seamless integration into the existing system utilized by the police department, providing maximum efficiency.

Staff is requesting authorization to enter into an Agreement with Axon, Inc. in the total amount of \$11,011.71, divided into three annual payments to be paid with existing funds from the Cannabis Machinery and Equipment Account (114-2140-441005) to meet the requirements of MUP #2018-07.

### **III. FISCAL IMPACTS**

This is an anticipated and budgeted item, utilizing funding set aside from the law enforcement impact fees paid by the business. The total cost to enter into a (3) year Agreement with Axon, Inc. is \$11,011.71. This cost is spread out over a three (3) year period with one payment each year. The first-year payment is \$6,553.35. The second and third year would be \$2,229.18 each. The contract includes a three-year warranty and replacing the cameras with new ones at the end of the third year. Funding exists and was budgeted into the Cannabis Machinery and Equipment Account (114-2140-441005) for this purpose.

CITY OF OAKDALE  
City Council Staff Report (Continued)

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SUBJECT: Request for authorization to enter into an Agreement with Axon, Inc. to outfit cannabis dispensary on-site security personnel with body worn cameras pursuant to MUP 2018-07.  
MEETING DATE: June 1<sup>st</sup>, 2020

#### **IV. RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution authorizing staff to enter into a three (3) year Agreement with Axon Enterprise, Inc. accepting five (5) body worn cameras and necessary Evidence.com digital data storage licensing in the total amount of \$11,011.71, divided into three annual payments to be funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as required by Major Use Permit 2018-07 (Paragraph 29) to outfit on-site private security personnel assigned to the Empire Health and Wellness Cannabis Dispensary (JDI, Farms, Inc.).

#### **V. ATTACHMENTS**

Attachment A: Resolution  
Attachment B: Axon Quote (Q-255503-43973.107KP)  
Attachment C: Major Use Permit 2018-07



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_\_

**RESOLUTION OF THE CITY OF OAKDALE AUTHORIZING STAFF TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AXON ENTERPRISE, INC. ACCEPTING FIVE (5) BODY WORN CAMERAS AND NECESSARY EVIDENCE.COM DIGITAL DATA STORAGE LICENSING IN THE TOTAL AMOUNT OF \$11,011.71, DIVIDED INTO THREE ANNUAL PAYMENTS TO BE FUNDED FROM THE CANNABIS MACHINERY AND EQUIPMENT ACCOUNT (114-2140-441005), AS REQUIRED BY MAJOR USE PERMIT 2018-07 (PARAGRAPH 29) TO OUTFIT ON-SITE PRIVATE SECURITY PERSONNEL ASSIGNED TO EMPIRE HEALTH AND WELLNESS CANNABIS DISPENSARY (JDI FARMS, INC.).**

**THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, The Empire Health and Wellness Cannabis Dispensary (JDI Farms, Inc.) is operating within the city limits of Oakdale; and,

**WHEREAS**, under City Ordinance Code Section 37-12(d) (3) Security Plan, A cannabis dispensary shall comply with security requirements acceptable to the Police Chief on an individual basis; and,

**WHEREAS**, as part of the overall security plan and as required by Major Use Permit (MUP) #2018-07, Paragraph 29, the business is required to outfit all on-site security personnel with body worn cameras and operate within the guidelines and policies of the Oakdale Police Department, and,

**WHEREAS**, Axon Enterprise Inc. has been Oakdale Police Department body worn camera provider for over three years; and,

**WHEREAS**, utilizing Axon Enterprise, Inc. and Evidence.com data storage to outfit the cannabis dispensary on-site security personnel will maximize a seamless integration into the existing system utilized by the police department, providing maximum efficiency, and,

**WHEREAS**, Staff is recommending entering into a new three (3) year Agreement with Axon Enterprises Inc.; and,

**WHEREAS**, the contract will provide new body worn cameras at the end of the contract, plus necessary hardware, warranty; and,

**WHEREAS**, funding available is available in the Cannabis Machinery and Equipment Account (114-2140-441005); and,

**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL** hereby authorizes staff to enter into a three (3) year Agreement with Axon Enterprise, Inc. accepting five (5) body worn cameras and necessary Evidence.com digital data storage licensing in the



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_\_

total amount of \$11,011.71, divided into three annual payments to be funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as required by Major Use Permit 2018-07 (paragraph 28) to outfit on-site private security personnel assigned to Empire Health and Wellness Cannabis Dispensary (JDI Farms, Inc.).

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1<sup>st</sup> DAY OF JUNE, 2020**, by the following vote:

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

ATTEST:

SIGNED:

\_\_\_\_\_  
Julie Christel  
Council Services & Legislative Records Manager

\_\_\_\_\_  
J.R. McCarty, Mayor



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-246016-43937.797KP**

Issued: 04/16/2020

Quote Expiration: 05/31/2020

Account Number: 112733

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Kyle Panasewicz  
 Phone: (480) 905-2071  
 Email: kylep@axon.com  
 Fax: (480) 658-0673

**PRIMARY CONTACT**

Daniel Hilgen  
 Phone: (209) 847-2231  
 Email: dhilgen@ci.oakdale.ca.us

**SHIP TO**

Daniel Hilgen  
 Oakdale Police Dept. - CA  
 245 N. 2nd Avenue  
 Oakdale, CA 95361  
 US

**BILL TO**

Oakdale Police Dept. - CA  
 245 N. 2nd Avenue  
 Oakdale, CA 95361  
 US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		5	240.00	240.00	1,200.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	336.00	336.00	336.00
85035	EVIDENCE.COM STORAGE		1,000	0.75	0.75	750.00
<b>Hardware</b>						
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		5	499.00	499.00	2,495.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		1	1,495.00	1,495.00	1,495.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		5	0.00	0.00	0.00
					Subtotal	6,276.00
					Estimated Shipping	0.00
					Estimated Tax	462.81
					Total	6,738.81

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		5	240.00	240.00	1,200.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	336.00	336.00	336.00
85035	EVIDENCE.COM STORAGE		1,000	0.75	0.75	750.00
					Subtotal	2,286.00
					Estimated Tax	128.64
					Total	2,414.64

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		5	240.00	240.00	1,200.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		1	336.00	336.00	336.00
85035	EVIDENCE.COM STORAGE		1,000	0.75	0.75	750.00
					Subtotal	2,286.00
					Estimated Tax	128.64
					Total	2,414.64

<b>Grand Total</b>	<b>11,568.09</b>
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## Summary of Payments

Payment	Amount (USD)
Year 1	6,738.81
Year 2	2,414.64
Year 3	2,414.64
<b>Grand Total</b>	<b>11,568.09</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



**IN THE PLANNING COMMISSION  
OF THE CITY OF OAKDALE  
PLANNING COMMISSION RESOLUTION 2018-10**

**A RESOLUTION OF THE CITY OF OAKDALE PLANNING COMMISSION  
APPROVING MAJOR USE PERMIT NO. 2018-07 TO ALLOW A CANNABIS DISPENSARY  
WITHIN THE LIMITED INDUSTRIAL (L-M) ZONE DISTRICT, PROPERTY LOCATED  
AT 633 ARMSTRONG WAY**

**THE CITY OF OAKDALE PLANNING COMMISSION DOES HEREBY RESOLVE THAT:**

**WHEREAS**, a request has been received from JDI Farms, Inc., Applicant, for MJUP 2018-07 to allow a cannabis dispensary in the Limited Industrial (L-M) zone district, property located at 633 Armstrong Way; and,

**WHEREAS**, the project is exempt from additional review pursuant State CEQA Guidelines Section 15301, and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing on June 6, 2018, considered staff recommendations for approval, heard public testimony and adopted the following findings.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF OAKDALE PLANNING  
COMMISSION APPROVES MAJOR USE PERMIT NO. 2018-07 TO ALLOW A CANNABIS  
DISPENSARY WITHIN THE LIMITED INDUSTRIAL (L-M) ZONE DISTRICT, BASED ON THE  
FOLLOWING FINDINGS AND SUBJECT TO THE ATTACHED CONDITIONS:**

- a. The project site is designated for Industrial (IND) land uses per the 2030 General Plan. The 2030 General Plan states, "The IND designation accommodates a broad range of limited, light, and heavy industrial uses including manufacturing and assembly, processing, warehousing and distribution, research and development, office and other job creating uses. Supporting commercial and other employee-serving uses are permitted." Notable 2030 General Plan Policies include Policy NO. LU-5.6 – "Supporting Uses. Allow employee serving businesses such as childcare, restaurants, banks, medical offices, convenience retail, and other similar services within the industrial area, and consolidate such uses in easily accessible nodes along Yosemite Avenue when feasible."
- b. The proposed project is deemed a reasonable extension of existing development patterns in the area. The proposed project could be considered an in-fill project and would be consistent with the development of the surrounding area.
- c. The site for the proposed use has adequate access and the parcel is of a size and shape to accommodate the proposed use and all yards, open spaces, setbacks, walls and fences, parking areas, landscaping and other features pertaining to the application. The proposed project allows for primary access to Armstrong Way through an existing driveway. The site is of sufficient size to accommodate the proposed use.
- d. Based on the project conditions, the granting of the Major Use Permit will not be detrimental to the health, safety, peace, comfort, and general welfare of persons



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-10**

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residing or working in the area and that the proposed use is similar to and compatible with the neighboring uses in the area.

- e. The project has been reviewed in compliance with CEQA and the appropriate determination has been made. The project is exempt from additional review pursuant to State CEQA Guidelines Section 15301.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Oakdale Planning Commission that the findings stated above are adopted approving MJUP 2018-07 to allow a cannabis dispensary in the Limited Industrial (L-M) zone district, property located on 633 Armstrong Way and approve a conditional use permit subject to the attachments, exhibits and conditions contained in the staff report and attached and incorporated herein.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 6th DAY OF JUNE, 2018.**

AYES:	Chiara, Havard, Kinney	(3)
NOES:	Poncabare	(1)
ABSTAIN:	None	(0)
ABSENT:	Velasco	(1)

Signed:

  
\_\_\_\_\_  
Ericka Chiara, Vice Chairperson  
Planning Commission

Attest:

  
\_\_\_\_\_  
Colleen Andersen, Secretary  
Planning Commission



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-10**

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**Conditions of Approval MJUP 2018-07**

General

1. The property owner and applicant shall, at their sole expense, defend, indemnify and hold harmless the City of Oakdale, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Oakdale shall promptly notify the developer of any such claim, action, or proceeding.
2. The project shall be in conformance with all City Ordinances, rules regulations, and policies. The conditions listed below are particularly pertinent to this approval but shall not be construed to permit violation of other laws and policies.
3. Use of the property shall be limited to the commercial cannabis dispensary operation unless amended by the applicant and approved by the Planning Commission through the Use Permit Amendment process.
4. This Use Permit shall be reviewed by the Planning Commission at six (6) months, twelve (12) months, and annually thereafter, unless determined otherwise by the Planning Commission.
5. Hours of operation shall not exceed 10am to 8pm (Sunday through Saturday).
6. The area directly behind the dispensary building, to be used for customer parking, employee parking must be paved in an all-weather surface. Employee parking shall be separated from any customer parking and secured with fencing and a controlled access gate. The final employee parking plan shall be reviewed and approved by the Public Services Director.
7. Prior to occupancy, the applicant shall install solid fencing and/or screening along the southern property line. Fencing/screening materials to be used shall be approved by the Public Services Director or his designee and/or the Police Department.
8. Prior to occupancy, the applicant shall paint the exterior of the dispensary building with a color scheme that is approved by the Public Services Director.
9. Prior to occupancy, the applicant shall re-stripe the parking lot as well as re-paint all red curb areas and fire hydrants to the satisfaction of the Public Services Director.
10. Prior to occupancy, the applicant shall submit a landscaping and improvement plan that includes landscaping improvements, including all appropriate re-planting and re-stock of landscape beds that have degraded over time. These plans shall comply with AB1881 (Water Use Efficiency) requirements and the irrigation system must comply with the City's Watering Schedule and SWPPP regulations.
11. If applicable, at the time of issuance of a building permit, the developer shall pay development impact fees at the established rate. Such fees may include but are not limited to, sewer and water connection fees, community facility fees, building permit and plan check fees.



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-10**

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12. Prior to the issuance of a Building Permit, the developer shall submit a lighting plan that includes the location and design of the proposed lighting fixtures for review and approval by the Public Services Director, if needed.
13. Prior to opening to the public, the applicant shall contact the Public Services Department and/or the Police Department for an inspection
14. Any signage proposed shall conform to the Section 36-26, Sign Ordinance, of the City's Municipal Code. A Sign Permit must be applied for and approved prior to installation of any new signs. There is an \$85.00 fee associated with the Sign Permit Application.

Building and Fire

15. No construction shall occur on-site prior to the issuance of a building permit.
16. New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.
17. Fire extinguishers are required; location, type and size shall meet California Fire Code requirements.
18. The main electrical service disconnect must be accessible from the exterior of the building.
19. All driveways and building corners will be accessible to City Fire Apparatus. Fire lanes and no parking areas will be provided and identified as required by the Fire Marshal. Prior to issuance of a building permit, a site plan scaled to 1:30 must be submitted, reviewed, and approved to ensure turning radius, no parking areas, and circulation meet the City of Oakdale standard.
20. New construction projects shall be required to submit an 8 ½" x 11" document and an electronically submitted "detail" page for emergency responder data files for approval by the fire code official before final inspection. Detail page shall include a site plan showing:
  - a. Property, site layout
  - b. Roads, fire access lanes, and building access points
  - c. Premises identification (Address, building identification, suites, room numbers, etc.)
  - d. Fire Hydrant and Fire Department Connection (FDC) locations
  - e. Knox product locations
  - f. Fire alarm control locations
  - g. Fire riser locations
  - h. Hose valve locations
  - i. "Main Electrical" and "Main Gas Disconnect" locations
  - j. Hazardous materials storage

Public Works



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21. If necessary, the applicant shall provide Site Grading and Drainage Plans prior to construction or site preparation.
22. If necessary, all improvements shall be designed and constructed in accordance with the most recent edition of the City of Oakdale Development Standards and all applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.
23. If necessary, an encroachment permit shall be required for any construction work in the public right of way (for the two new driveways), in easements, or on lands to be dedicated to the City of Oakdale upon completion of the improvements. The encroachment permit shall be obtained prior to the start of said work.
24. Building exteriors, walls, fences, driveways, sidewalks or walkways shall be maintained so not to appear unsightly or become detrimental to nearby properties and improvements.

Police Department

25. The main entrance shall be located and maintained clear of barriers, landscaping, and similar obstructions so that it is clearly visible from public streets or sidewalks.
26. The dispensary shall have adequate locked storage on the dispensary property, identified and approved as a part of the security plan, for after-hours storage of cannabis. Cannabis shall be stored at the dispensary property in secured rooms that are completely enclosed or in a safe that is bolted to the floor.
27. The dispensary shall have an air treatment system that prevents odors generated from the storage of marijuana on the dispensary property from being detected by any reasonable person of normal sensitivity outside the dispensary property.
28. Prior to opening to the public, the dispensary shall develop and implement a professional security plan that is required to be approved by the City of Oakdale Police Chief, and includes but is not limited to, building security specifications, lighting, alarms, and adequate state licensed security personnel to patrol the dispensary area in order to preserve the safety of persons and to protect the dispensary from theft. At a minimum the security plan should include a description of the security measures to be taken to:
  - a. Prevent access to the manufacturing premises by unauthorized personnel and protect the physical safety of employees. This includes, but is not limited to:
    - i. Establishing physical barriers to secure perimeter access and all points of entry into a manufacturing premises (such as locking primary entrances with commercial-grade, non-residential door locks, or providing fencing around the grounds, driveway, and any secondary entrances including windows, roofs, or ventilation systems);
    - ii. Installing a security alarm system to notify and record incident(s) where physical barriers have been breached;
    - iii. Establishing an identification and sign-in/sign-out procedure for authorized personnel, suppliers, and/or visitors;



**CITY OF OAKDALE**  
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- iv. Maintaining the premises such that visibility and security monitoring of the premises is possible; and
  - v. Establishing procedures for the investigation of suspicious activities.
  - b. Prevent against theft or loss of cannabis and cannabis products. This includes but is not limited to:
    - i. Establishing an inventory system to track cannabis and cannabis products and the personnel responsible for processing it throughout the manufacturing process;
    - ii. Limiting access of personnel within the premises to those areas necessary to complete job duties, and to those time-frames specifically scheduled for completion of job duties;
    - iii. Supervising tasks or processes with high potential for diversion (including the loading and unloading of cannabis transportation vehicles); and
    - iv. Providing designated areas in which personnel may store and access personal items.
29. On-site security personnel shall be trained and outfitted with body worn cameras by the Oakdale Police Department. Security personnel will operate within the guidelines and policies of the Oakdale Police Department. All related body worn hardware, software, and data will be retained and secured by the Oakdale Police Department pursuant to existing policy and law.
30. All dispensary employees including security personnel and delivery personnel shall undergo a background clearance with the Oakdale Police Department consisting of a questionnaire (completed under penalty of perjury), Livescan fingerprinting, Criminal History Check, and interview, prior to issuance of an Employee Permit.
- No person who has been convicted of a felony, or who is currently on parole or probation for the sale or distribution of a controlled substance, shall operate the dispensary; manage or handle the receipts, expenses, or medical marijuana of the dispensary. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
- Employee Permits will include a photograph and thumbprint and will be in the possession of the employee at all times while on the premises of the dispensary and subject to inspection by Oakdale Police Department personal at any time.
31. Security surveillance cameras and a video recording system shall be installed to monitor the interior, main entrance, and exterior dispensary area to discourage loitering, crime, and illegal or nuisance activities. The camera and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present in the dispensary area. The minimum video recording system requirements are as follows:
- a. Digital video surveillance system with a minimum camera resolution of 1280 x 720 pixels. The video surveillance system shall be able to effectively and clearly record images of the area under surveillance.



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-10**

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- b. The video surveillance system shall be accessible via remote access by the business owner and the Oakdale Police Department.
  - c. To the extent reasonably possible, all video surveillance cameras shall be installed in a manner that prevents intentional obstruction, tampering with, and/or disabling.
  - d. Areas that shall be recorded on the video surveillance system include the following:
    - i. Areas where cannabis or cannabis products are weighed, packed, stored, quarantined, loaded and/or unloaded for transportation, prepared, or moved within the premises;
    - ii. limited-access areas;
    - iii. Security rooms;
    - iv. Areas containing surveillance-system storage devices shall contain at least one camera to record the access points to such an area; and
  - v. The interior and exterior of all entrances and exits to the premises.
  - e. The surveillance system shall record continuously 24 hours per day and at a minimum speed of 15 frames per second.
  - f. All recording and monitoring equipment shall be located in secure rooms or areas of the premises in an access-controlled environment.
  - g. All surveillance recordings shall be kept on the licensee's recording device for a minimum of 90 days.
  - h. All video surveillance recordings are subject to inspection by the Oakdale Police Department and shall be copied and sent, or otherwise provided, to the Department upon request.
  - i. The video recordings shall display the current date and time of recorded events. Time is to be measured in accordance with the U.S. National Institute of Standards and Technology standards. The displayed date and time shall not significantly obstruct the view of recorded images.
  - j. All video surveillance systems shall allow for ip access for remote monitoring and recording.
32. Professionally and centrally-monitored fire, robbery, and burglar alarm systems shall be installed and maintained in good working condition with battery back-up.
33. Alarm Systems (perimeter, fire, and panic) shall have a minimum of 24-hour back up power.
34. All alarm systems must have remote monitoring.
35. The dispensary shall not allow or permit cannabis to be visible from the building exterior.
36. The dispensary shall provide the city manager and police department with the current name and primary and secondary telephone numbers of at least one 24-hour on-call manager to address and resolve complaints and to respond to operating problems or concerns associated with the dispensary. The dispensary



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shall make good faith efforts to encourage neighborhood residents to call this person to solve operating problems, if any, before any calls or complaints are made to the city.

37. The following signs in measurements of not less than 8 by 10 inches shall be clearly and legibly posted in a conspicuous location inside the dispensary where they will be visible to members in the normal course of a transaction. Signs on the dispensary building shall not obstruct the entrance or windows of the dispensary and shall state:
  - a. "Smoking, ingesting or consuming marijuana on this property or in public is prohibited. (11362.3 Health and Safety Code)"
  - b. "Juveniles are prohibited from entering this property unless they are a qualified patient or a primary caregiver and they are in the presence of their parent or legal guardian."
  - c. "The City of Oakdale has not tested or inspected any cannabis product for pesticides, or other regulated contaminants, distributed at this location."
38. The dispensary shall prevent and eliminate conditions in the dispensary area (property) that constitute a nuisance.
39. The dispensary shall maintain the sidewalks/gutters within 20 feet of the dispensary property as well as any parking lots under the control of the dispensary, free of litter, debris, and trash. The dispensary shall remove all graffiti from the dispensary property and parking lots under the control of the dispensary within 72 hours of its application.
40. No dispensary or manager shall cause or permit the sale, distribution, or consumption of alcoholic beverages on the dispensary property; hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages; or operate a business on or adjacent to the dispensary property that sells alcoholic beverages. No alcoholic beverages shall be allowed or stored on the dispensary property.
41. The dispensary shall have the following documents (records) available on the premises at all times and shall make the documents available to the Oakdale Police Department and any enforcement agency upon request:
  - a. The valid state license issued by the California Bureau of Cannabis Control;
  - b. Any other valid license issued by a state cannabis licensing agency;
  - c. The valid license, permit, or other approval issued by the City of Oakdale;
  - d. The premises diagram;
  - e. The current standard operating procedures;
  - f. Shipping manifests;
  - g. Employee records, including evidence of employee qualifications and training procedures and logs; and
  - h. Any other record or documentation required to be kept pursuant to law.

The required records shall be maintained on the premises in a manner immediately accessible to the Oakdale Police Department and any enforcement agencies upon



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-10**

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request for a period of seven (7) years. Outdated standard operating procedures shall not be accessible to on site employees. All documentation shall be maintained in English.

42. Perimeter lighting systems (motion sensor lighting) are required for after-hours security.
43. Any observed or suspected criminal violations shall be immediately reported to the Oakdale Police Department.
44. All Point-of-Sale (POS) systems shall be required to report sales and have IP access for remote monitoring sharing with city administration.
45. Approved track and trace system with back up manual process with data sharing to police department

Gilton Solid Waste

46. The location, size, and design of the trash enclosure shall be approved by Gilton Solid Waste prior to the issuance of a Building Permit. In accordance with AB1826 and AB341, the Developer shall provide a large enough enclosure for an organic bin, recycling bin, and trash bin.





CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT

**Date:** June 1, 2020

**To:** City Council

**From:** Scott Heller, Chief of Police

**Subject:** Consideration of a Resolution authorizing staff to enter into a three (3) year Agreement with Axon Enterprise, Inc. accepting five (5) body worn cameras and necessary Evidence.com digital data storage licensing in the total amount of \$11,011.71, divided into three annual payments to be funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as required by Major Use Permit 2018-06 (Paragraph 28) to outfit on-site private security personnel assigned to the People's Remedy Cannabis Dispensary (MDS Business Services, Inc.).

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**I. BACKGROUND**

The People's Remedy Cannabis Dispensary (MDS Business Services, Inc.) is operating within the city limits of Oakdale pursuant to Major Use Permit (MUP) No. 2018-06. Under the conditions of the permit, the business is required to outfit all on-site security personnel with body worn cameras (MUP #2018-06, Paragraph 28). Security personnel are required to operate within the guidelines and policies of the Oakdale Police Department. All related hardware, software, and data is to be retained and secured by the Oakdale Police Department pursuant to existing policy and law. This is an anticipated and budgeted item utilizing funding set aside from the law enforcement impact fees paid by the business. Staff is requesting authorization to enter into an Agreement with Axon, Inc. in the total amount of \$11,011.71, divided into three annual payments to be paid with existing funds from the Cannabis Machinery and Equipment Account (114-2140-441005) to meet the requirements of MUP #2018-06.

**II. DISCUSSION**

When the City of Oakdale considered allowing cannabis dispensaries to operate within the city limits of Oakdale, the City Council adopted Cannabis Regulations under Chapter 37 of the Municipal Code. Security at the marijuana dispensaries was part of the consideration to receiving a permit to operate with the city.

CITY OF OAKDALE  
City Council Staff Report (Continued)

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SUBJECT: Request for authorization to enter into an Agreement with Axon, Inc. to outfit cannabis dispensary on-site security personnel with body worn cameras pursuant to MUP 2018-06.  
MEETING DATE: June 1<sup>st</sup>, 2020

Under City Ordinance Code Section 37-12(d) (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.

Additionally, as part of the overall security plan and as required by Major Use Permit (MUP) 2018-06, Paragraph 28, "On-site security personnel shall be trained and outfitted with body worn cameras by the Oakdale Police Department. Security personnel will operate within the guidelines and policies of the Oakdale Police Department. All related body worn hardware, software, and data will be retained and secured by the Oakdale Police Department pursuant to existing law and policy."

The Oakdale Police Department has been outfitting its police officers with body worn cameras for over three years. Our equipment has been provided by Axon Enterprise, Inc. of Scottsdale Arizona. Axon Enterprise Inc. has been at the forefront of body worn cameras used by law enforcement worldwide. The proposed Axon Body Worn Cameras and Evidence.com data storage solution for the on-site security personnel will maximize a seamless integration into the existing system utilized by the police department, providing maximum efficiency.

Staff is requesting authorization to enter into an Agreement with Axon, Inc. in the total amount of \$11,011.71, divided into three annual payments to be paid with existing funds from the Cannabis Machinery and Equipment Account (114-2140-441005) to meet the requirements of MUP #2018-06.

### **III. FISCAL IMPACTS**

This is an anticipated and budgeted item, utilizing funding set aside from the law enforcement impact fees paid by the business. The total cost to enter into a (3) year Agreement with Axon, Inc. is \$11,011.71. This cost is spread out over a three (3) year period with one payment each year. The first-year payment is \$6,553.35. The second and third year would be \$2,229.18 each. The contract includes a three-year warranty and replacing the cameras with new ones at the end of the third year. Funding exists and was budgeted into the Cannabis Machinery and Equipment Account (114-2140-441005) for this purpose.

CITY OF OAKDALE  
City Council Staff Report (Continued)

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SUBJECT: Request for authorization to enter into an Agreement with Axon, Inc. to outfit cannabis dispensary on-site security personnel with body worn cameras pursuant to MUP 2018-06.  
MEETING DATE: June 1<sup>st</sup>, 2020

#### **IV. RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution authorizing staff to enter into a three (3) year Agreement with Axon Enterprise, Inc. accepting five (5) body worn cameras and necessary Evidence.com digital data storage licensing in the total amount of \$11,011.71, divided into three annual payments to be funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as required by Major Use Permit 2018-06 (Paragraph 28) to outfit on-site private security personnel assigned to the People's Remedy Cannabis Dispensary (MDS Business Services, Inc.).

#### **V. ATTACHMENTS**

Attachment A: Resolution  
Attachment B: Axon Quote (Q-255500-43973.105KP)  
Attachment C: Major Use Permit 2018-06



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_\_

**RESOLUTION OF THE CITY OF OAKDALE AUTHORIZING STAFF TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AXON ENTERPRISE, INC. ACCEPTING FIVE (5) BODY WORN CAMERAS AND NECESSARY EVIDENCE.COM DIGITAL DATA STORAGE LICENSING IN THE TOTAL AMOUNT OF \$11,011.71, DIVIDED INTO THREE ANNUAL PAYMENTS TO BE FUNDED FROM THE CANNABIS MACHINERY AND EQUIPMENT ACCOUNT (114-2140-441005), AS REQUIRED BY MAJOR USE PERMIT 2018-06 (PARAGRAPH 28) TO OUTFIT ON-SITE PRIVATE SECURITY PERSONNEL ASSIGNED TO THE PEOPLE'S REMEDY CANNABIS DISPENSARY (MDS BUSINESS SERVICES, INC.).**

**THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, The People's Remedy Cannabis Dispensary (MDS Business Services, Inc.) is operating within the city limits of Oakdale; and,

**WHEREAS**, under City Ordinance Code Section 37-12(d) (3) Security Plan, A cannabis dispensary shall comply with security requirements acceptable to the Police Chief on an individual basis; and,

**WHEREAS**, as part of the overall security plan and as required by Major Use Permit (MUP) #2018-06, Paragraph 28 the business is required to outfit all on-site security personnel with body worn cameras and operate within the guidelines and policies of the Oakdale Police Department, and,

**WHEREAS**, Axon Enterprise Inc. has been Oakdale Police Department body worn camera provider for over three years; and,

**WHEREAS**, utilizing Axon Enterprise, Inc. and Evidence.com data storage to outfit the cannabis dispensary on-site security personnel will maximize a seamless integration into the existing system utilized by the police department, providing maximum efficiency, and,

**WHEREAS**, Staff is recommending entering into a new three (3) year Agreement with Axon Enterprises Inc.; and,

**WHEREAS**, the contract will provide new body worn cameras at the end of the contract, plus necessary hardware, warranty; and,

**WHEREAS**, funding available is available in the Cannabis Machinery and Equipment Account (114-2140-441005); and,

**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL** hereby authorizes staff to enter into a three (3) year Agreement with Axon Enterprise, Inc. accepting five (5) body worn cameras and necessary Evidence.com digital data storage licensing in the



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_\_

total amount of \$11,011.71, divided into three annual payments to be funded from the Cannabis Machinery and Equipment Account (114-2140-441005), as required by Major Use Permit 2018-06 (paragraph 28) to outfit on-site private security personnel assigned to the People’s Remedy Cannabis Dispensary (MDS Business Services, Inc.).

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1<sup>st</sup> DAY OF JUNE, 2020**, by the following vote:

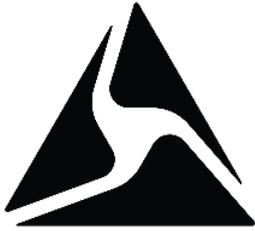
AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAINED: COUNCIL MEMBERS:

ATTEST:

SIGNED:

\_\_\_\_\_  
Julie Christel  
Council Services & Legislative Records Manager

\_\_\_\_\_  
J.R. McCarty, Mayor



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-255500-43973.105KP**

Issued: 05/22/2020

Quote Expiration: 06/15/2020

Account Number: 112733

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Kyle Panasewicz  
 Phone: (480) 905-2071  
 Email: kylep@axon.com  
 Fax: (480) 658-0673

**PRIMARY CONTACT**

Daniel Hilgen  
 Phone: (209) 847-2231  
 Email: dhilgen@ci.oakdale.ca.us

**SHIP TO**

Daniel Hilgen  
 Oakdale Police Dept. - CA  
 245 N. 2nd Avenue  
 Oakdale, CA 95361  
 US

**BILL TO**

Oakdale Police Dept. - CA  
 245 N. 2nd Avenue  
 Oakdale, CA 95361  
 US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	36	100	0.00	0.00	0.00
<b>Hardware</b>						
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		5	522.00	499.00	2,495.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2		1	1,563.00	1,495.00	1,495.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		6	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		5	0.00	0.00	0.00
87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	36	5	0.00	0.00	0.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	5	252.00	252.00	1,260.00
87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	36	1	0.00	0.00	0.00
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	100	4.80	4.80	480.00
					Subtotal	6,084.00
					Estimated Shipping	0.00
					Estimated Tax	469.35
					Total	6,553.35

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	5	252.00	252.00	1,260.00
<b>Other</b>						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	100	4.80	4.80	480.00
					Subtotal	2,094.00
					Estimated Tax	135.18
					Total	2,229.18

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	12	1	354.00	354.00	354.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	12	5	252.00	252.00	1,260.00
<b>Other</b>						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	100	4.80	4.80	480.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		1	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73309	AXON BODY CAMERA REFRESH ONE		5	0.00	0.00	0.00
					Subtotal	2,094.00
					Estimated Tax	135.18
					Total	2,229.18
<b>Grand Total</b>						<b>11,011.71</b>

## Discounts (USD)

Quote Expiration: 06/15/2020

List Amount	10,455.00
Discounts	183.00
<b>Total</b>	<b>10,272.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	6,553.35
Year 2	2,229.18
Year 3	2,229.18
<b>Grand Total</b>	<b>11,011.71</b>

## Notes

Axon hardware Body 2 & 6 Bay dock contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the end of this contract.

Tax is subject to change at order processing with valid exemption.

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (Or write N/A):</b> _____	

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

#### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



**IN THE PLANNING COMMISSION  
OF THE CITY OF OAKDALE  
PLANNING COMMISSION RESOLUTION 2018-09**

**A RESOLUTION OF THE CITY OF OAKDALE PLANNING COMMISSION  
APPROVING MAJOR USE PERMIT NO. 2018-06 TO ALLOW A CANNABIS DISPENSARY  
WITHIN THE LIMITED INDUSTRIAL (L-M) ZONE DISTRICT, PROPERTY LOCATED  
AT 570 ARMSTRONG WAY**

**THE CITY OF OAKDALE PLANNING COMMISSION DOES HEREBY RESOLVE THAT:**

**WHEREAS**, a request has been received from MDS Business Services, Inc., Applicant, for MJUP 2018-06 to allow a cannabis dispensary in the Limited Industrial (L-M) zone district, property located at 570 Armstrong Way; and,

**WHEREAS**, the project is exempt from additional review pursuant State CEQA Guidelines Section 15301, and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing on June 6, 2018, considered staff recommendations for approval, heard public testimony and adopted the following findings.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF OAKDALE PLANNING  
COMMISSION APPROVES MAJOR USE PERMIT NO. 2018-06 TO ALLOW A CANNABIS  
DISPENSARY WITHIN THE LIMITED INDUSTRIAL (L-M) ZONE DISTRICT, BASED ON THE  
FOLLOWING FINDINGS AND SUBJECT TO THE ATTACHED CONDITIONS:**

- a. The project site is designated for Industrial (IND) land uses per the 2030 General Plan. The 2030 General Plan states, "The IND designation accommodates a broad range of limited, light, and heavy industrial uses including manufacturing and assembly, processing, warehousing and distribution, research and development, office and other job creating uses. Supporting commercial and other employee-serving uses are permitted." Notable 2030 General Plan Policies include Policy NO. LU-5.6 – "Supporting Uses. Allow employee serving businesses such as childcare, restaurants, banks, medical offices, convenience retail, and other similar services within the industrial area, and consolidate such uses in easily accessible nodes along Yosemite Avenue when feasible."
- b. The proposed project is deemed a reasonable extension of existing development patterns in the area. The proposed project could be considered an in-fill project and would be consistent with the development of the surrounding area.
- c. The site for the proposed use has adequate access and the parcel is of a size and shape to accommodate the proposed use and all yards, open spaces, setbacks, walls and fences, parking areas, landscaping and other features pertaining to the application. The proposed project allows for primary access to Armstrong Way through an existing driveway. The site is of sufficient size to accommodate the proposed use.
- d. Based on the project conditions, the granting of the Major Use Permit will not be detrimental to the health, safety, peace, comfort, and general welfare of persons



**CITY OF OAKDALE  
Planning Commission Resolution 2018-09**

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residing or working in the area and that the proposed use is similar to and compatible with the neighboring uses in the area.

- e. The project has been reviewed in compliance with CEQA and the appropriate determination has been made. The project is exempt from additional review pursuant to State CEQA Guidelines Section 15301.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Oakdale Planning Commission that the findings stated above are adopted approving MJUP 2018-06 to allow a cannabis dispensary in the Limited Industrial (L-M) zone district, property located on 570 Armstrong Way and approve a conditional use permit subject to the attachments, exhibits and conditions contained in the staff report and attached and incorporated herein.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 6th DAY OF JUNE, 2018.**

AYES:	Chiara, Havard, Kinney, Poncabare	(4)
NOES:	None	(0)
ABSTAIN:	None	(0)
ABSENT:	Velasco	(1)

Signed:

Ericka Chiara, Vice Chairperson  
Planning Commission

Attest:

Colleen Andersen, Secretary  
Planning Commission



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-09**

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**Conditions of Approval MJUP 2018-06**

General

1. The property owner and applicant shall, at their sole expense, defend, indemnify and hold harmless the City of Oakdale, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Oakdale shall promptly notify the developer of any such claim, action, or proceeding.
2. The project shall be in conformance with all City Ordinances, rules regulations, and policies. The conditions listed below are particularly pertinent to this approval but shall not be construed to permit violation of other laws and policies.
3. Use of the property shall be limited to the commercial cannabis dispensary operation unless amended by the applicant and approved by the Planning Commission through the Use Permit Amendment process.
4. This Use Permit shall be reviewed by the Planning Commission at six (6) months, twelve (12) months, and annually thereafter, unless determined otherwise by the Planning Commission.
5. Hours of operation shall not exceed 9am to 9 pm (Sunday through Saturday).
6. The area directly behind the dispensary building, to be used for employee parking and/or vendor deliveries, must be a secured area which shall include fencing and an access controlled gate system. Employee parking shall be restricted to this secure area only. Fencing materials to be used shall be approved by the Public Services Director or his designee and/or the Police Department.
7. Prior to occupancy, the applicant shall paint the exterior of the dispensary building with a color scheme that is approved by the Public Services Director.
8. Prior to occupancy, the applicant shall re-stripe the parking lot as well as re-paint all red curb areas and fire hydrants to the satisfaction of the Public Services Director.
9. Prior to occupancy, the applicant shall submit a landscaping and improvement plan that includes landscaping improvements, including all appropriate re-planting and re-stock of landscape beds that have degraded over time. These plans shall comply with AB1881 (Water Use Efficiency) requirements and the irrigation system must comply with the City's Watering Schedule and SWPPP regulations.
10. If applicable, at the time of issuance of a building permit, the developer shall pay development impact fees at the established rate. Such fees may include but are not limited to, sewer and water connection fees, community facility fees, building permit and plan check fees.
11. Prior to the issuance of a Building Permit, the developer shall submit a lighting plan that includes the location and design of the proposed lighting fixtures for review and approval by the Public Services Director, if needed.



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**Planning Commission Resolution 2018-09**

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12. Prior to opening to the public, the applicant shall contact the Public Services Department and/or the Police Department for an inspection
13. Any signage proposed shall conform to the Section 36-26, Sign Ordinance, of the City's Municipal Code. A Sign Permit must be applied for and approved prior to installation of any new signs. There is an \$85.00 fee associated with the Sign Permit Application.

Building and Fire

14. No construction shall occur on-site prior to the issuance of a building permit.
15. New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.
16. Fire extinguishers are required; location, type and size shall meet California Fire Code requirements.
17. The main electrical service disconnect must be accessible from the exterior of the building.
18. All driveways and building corners will be accessible to City Fire Apparatus. Fire lanes and no parking areas will be provided and identified as required by the Fire Marshal. Prior to issuance of a building permit, a site plan scaled to 1:30 must be submitted, reviewed, and approved to ensure turning radius, no parking areas, and circulation meet the City of Oakdale standard.
19. New construction projects shall be required to submit an 8 ½" x 11" document and an electronically submitted "detail" page for emergency responder data files for approval by the fire code official before final inspection. Detail page shall include a site plan showing:
  - a. Property, site layout
  - b. Roads, fire access lanes, and building access points
  - c. Premises identification (Address, building identification, suites, room numbers, etc.)
  - d. Fire Hydrant and Fire Department Connection (FDC) locations
  - e. Knox product locations
  - f. Fire alarm control locations
  - g. Fire riser locations
  - h. Hose valve locations
  - i. "Main Electrical" and "Main Gas Disconnect" locations
  - j. Hazardous materials storage

Public Works

20. If necessary, the applicant shall provide Site Grading and Drainage Plans prior to construction or site preparation.
21. If necessary, all improvements shall be designed and constructed in accordance with the most recent edition of the City of Oakdale Development Standards and all



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-09**

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applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.

22. If necessary, an encroachment permit shall be required for any construction work in the public right of way (for the two new driveways), in easements, or on lands to be dedicated to the City of Oakdale upon completion of the improvements. The encroachment permit shall be obtained prior to the start of said work.
23. Building exteriors, walls, fences, driveways, sidewalks or walkways shall be maintained so not to appear unsightly or become detrimental to nearby properties and improvements.

Police Department

24. The main entrance shall be located and maintained clear of barriers, landscaping, and similar obstructions so that it is clearly visible from public streets or sidewalks.
25. The dispensary shall have adequate locked storage on the dispensary property, identified and approved as a part of the security plan, for after-hours storage of cannabis. Cannabis shall be stored at the dispensary property in secured rooms that are completely enclosed or in a safe that is bolted to the floor.
26. The dispensary shall have an air treatment system that prevents odors generated from the storage of marijuana on the dispensary property from being detected by any reasonable person of normal sensitivity outside the dispensary property.
27. Prior to opening to the public, the dispensary shall develop and implement a professional security plan that is required to be approved by the City of Oakdale Police Chief, and includes but is not limited to, building security specifications, lighting, alarms, and adequate state licensed security personnel to patrol the dispensary area in order to preserve the safety of persons and to protect the dispensary from theft. At a minimum the security plan should include a description of the security measures to be taken to:
  - a. Prevent access to the manufacturing premises by unauthorized personnel and protect the physical safety of employees. This includes, but is not limited to:
    - i. Establishing physical barriers to secure perimeter access and all points of entry into a manufacturing premises (such as locking primary entrances with commercial-grade, non-residential door locks, or providing fencing around the grounds, driveway, and any secondary entrances including windows, roofs, or ventilation systems);
    - ii. Installing a security alarm system to notify and record incident(s) where physical barriers have been breached;
    - iii. Establishing an identification and sign-in/sign-out procedure for authorized personnel, suppliers, and/or visitors;
    - iv. Maintaining the premises such that visibility and security monitoring of the premises is possible; and
    - v. Establishing procedures for the investigation of suspicious activities.



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- b. Prevent against theft or loss of cannabis and cannabis products. This includes but is not limited to:
  - i. Establishing an inventory system to track cannabis and cannabis products and the personnel responsible for processing it throughout the manufacturing process;
  - ii. Limiting access of personnel within the premises to those areas necessary to complete job duties, and to those time-frames specifically scheduled for completion of job duties;
  - iii. Supervising tasks or processes with high potential for diversion (including the loading and unloading of cannabis transportation vehicles); and
  - iv. Providing designated areas in which personnel may store and access personal items.
- 28. On-site security personnel shall be trained and outfitted with body worn cameras by the Oakdale Police Department. Security personnel will operate within the guidelines and policies of the Oakdale Police Department. All related body worn hardware, software, and data will be retained and secured by the Oakdale Police Department pursuant to existing policy and law.
- 29. All dispensary employees including security personnel and delivery personnel shall undergo a background clearance with the Oakdale Police Department consisting of a questionnaire (completed under penalty of perjury), Livescan fingerprinting, Criminal History Check, and interview, prior to issuance of an Employee Permit.

No person who has been convicted of a felony, or who is currently on parole or probation for the sale or distribution of a controlled substance, shall operate the dispensary; manage or handle the receipts, expenses, or medical marijuana of the dispensary. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

Employee Permits will include a photograph and thumbprint and will be in the possession of the employee at all times while on the premises of the dispensary and subject to inspection by Oakdale Police Department personal at any time.
- 30. Security surveillance cameras and a video recording system shall be installed to monitor the interior, main entrance, and exterior dispensary area to discourage loitering, crime, and illegal or nuisance activities. The camera and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present in the dispensary area. The minimum video recording system requirements are as follows:
  - a. Digital video surveillance system with a minimum camera resolution of 1280 x 720 pixels. The video surveillance system shall be able to effectively and clearly record images of the area under surveillance.
  - b. The video surveillance system shall be accessible via remote access by the business owner and the Oakdale Police Department.
  - c. To the extent reasonably possible, all video surveillance cameras shall be installed in a manner that prevents intentional obstruction, tampering with, and/or disabling.



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-09**

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- d. Areas that shall be recorded on the video surveillance system include the following:
    - i. Areas where cannabis or cannabis products are weighed, packed, stored, quarantined, loaded and/or unloaded for transportation, prepared, or moved within the premises;
    - ii. limited-access areas;
    - iii. Security rooms;
    - iv. Areas containing surveillance-system storage devices shall contain at least one camera to record the access points to such an area; and
  - v. The interior and exterior of all entrances and exits to the premises.
  - e. The surveillance system shall record continuously 24 hours per day and at a minimum speed of 15 frames per second.
  - f. All recording and monitoring equipment shall be located in secure rooms or areas of the premises in an access-controlled environment.
  - g. All surveillance recordings shall be kept on the licensee's recording device for a minimum of 90 days.
  - h. All video surveillance recordings are subject to inspection by the Oakdale Police Department and shall be copied and sent, or otherwise provided, to the Department upon request.
  - i. The video recordings shall display the current date and time of recorded events. Time is to be measured in accordance with the U.S. National Institute of Standards and Technology standards. The displayed date and time shall not significantly obstruct the view of recorded images.
  - j. All video surveillance systems shall allow for ip access for remote monitoring and recording.
31. Professionally and centrally-monitored fire, robbery, and burglar alarm systems shall be installed and maintained in good working condition with battery back-up.
32. Alarm Systems (perimeter, fire, and panic) shall have a minimum of 24-hour back up power.
33. All alarm systems must have remote monitoring.
34. The dispensary shall not allow or permit cannabis to be visible from the building exterior.
35. The dispensary shall provide the city manager and police department with the current name and primary and secondary telephone numbers of at least one 24-hour on-call manager to address and resolve complaints and to respond to operating problems or concerns associated with the dispensary. The dispensary shall make good faith efforts to encourage neighborhood residents to call this person to solve operating problems, if any, before any calls or complaints are made to the city.
36. The following signs in measurements of not less than 8 by 10 inches shall be clearly and legibly posted in a conspicuous location inside the dispensary where they will be visible to members in the normal course of a transaction. Signs on the



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-09**

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dispensary building shall not obstruct the entrance or windows of the dispensary and shall state:

- a. "Smoking, ingesting or consuming marijuana on this property or in public is prohibited. (11362.3 Health and Safety Code)"
  - b. "Juveniles are prohibited from entering this property unless they are a qualified patient or a primary caregiver and they are in the presence of their parent or legal guardian."
  - c. "The City of Oakdale has not tested or inspected any cannabis product for pesticides, or other regulated contaminants, distributed at this location."
37. The dispensary shall prevent and eliminate conditions in the dispensary area (property) that constitute a nuisance.
38. The dispensary shall maintain the sidewalks/gutters within 20 feet of the dispensary property as well as any parking lots under the control of the dispensary, free of litter, debris, and trash. The dispensary shall remove all graffiti from the dispensary property and parking lots under the control of the dispensary within 72 hours of its application.
39. No dispensary or manager shall cause or permit the sale, distribution, or consumption of alcoholic beverages on the dispensary property; hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages; or operate a business on or adjacent to the dispensary property that sells alcoholic beverages. No alcoholic beverages shall be allowed or stored on the dispensary property.
40. The dispensary shall have the following documents (records) available on the premises at all times and shall make the documents available to the Oakdale Police Department and any enforcement agency upon request:
- a. The valid state license issued by the California Bureau of Cannabis Control;
  - b. Any other valid license issued by a state cannabis licensing agency;
  - c. The valid license, permit, or other approval issued by the City of Oakdale;
  - d. The premises diagram;
  - e. The current standard operating procedures;
  - f. Shipping manifests;
  - g. Employee records, including evidence of employee qualifications and training procedures and logs; and
  - h. Any other record or documentation required to be kept pursuant to law.
- The required records shall be maintained on the premises in a manner immediately accessible to the Oakdale Police Department and any enforcement agencies upon request for a period of seven (7) years. Outdated standard operating procedures shall not be accessible to on site employees. All documentation shall be maintained in English.
41. Perimeter lighting systems (motion sensor lighting) are required for after-hours security.



**CITY OF OAKDALE**  
**Planning Commission Resolution 2018-09**

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42. Any observed or suspected criminal violations shall be immediately reported to the Oakdale Police Department.
43. All Point-of-Sale (POS) systems shall be required to report sales and have IP access for remote monitoring sharing with city administration.
44. Approved track and trace system with back up manual process with data sharing to police department

Gilton Solid Waste

45. The location, size, and design of the trash enclosure shall be approved by Gilton Solid Waste prior to the issuance of a Building Permit. In accordance with AB1826 and AB341, the Developer shall provide a large enough enclosure for an organic bin, recycling bin, and trash bin.

Oakdale Irrigation District (OID)

46. The Oakdale Irrigation District (OID) Townhill Pipeline is located within the project area. A Board approved Encroachment Permit is required to be obtained prior to the installation of any private improvements within the Townhill Pipeline right-of-way. OID also cautions that as pipeline repair or replacement activities arise that require uninhibited access within the limits of the property, the owner will be required to relocate any encroachments within the OID right-of-way as soon as possible. According to the review materials provided, it appears this Use Permit will only affect one existing building on the parcel. OID requests notification of and the opportunity to review any future project phases that utilize the remainder of the parcel.





CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT

**Date: June 1, 2020**

**To: City Council**

**From: Scott Heller, Chief of Police**

**Subject: Consider a Resolution approving the purchase of retired canine by its handler, Sergeant Andrew Stever, and authorizing the City Manager to execute the Agreement.**

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**I. BACKGROUND**

Police Canine “Chevy” (Bomber) has worked seven (7) years on patrol and is being retired by the Chief of Police. Police staff is requesting authorization for the City Manager to approve the purchase of the canine by its handler Sergeant Andrew Stever and execute an Agreement for Transfer of Ownership.

**II. DISCUSSION**

Staff is recommending Police Canine “Chevy” (Bomber) be retired due to his age and the promotion of his handler from police officer to police sergeant. Chevy is approximately eight (8) years of age. Canine Handler, Sergeant Andrew Stever, wishes to maintain ownership of Bomber, and the City wishes to divest itself of both ownership and vicarious or direct liability for the subject dog. Staff is recommending the canine be released to its former handler, Sergeant Stever, as per the attached Canine Transfer Agreement.

Per the attached Canine Transfer Agreement and Resolution, and with City Council approval, the City Manager will execute the Agreement authorizing the sale of Police Canine Chevy to Sergeant Stever for the purchase price of one dollar (\$1.00). Staff believes this nominal consideration is appropriate due to the vicarious or direct liability issues with owning this type of canine, the potential for increasing health issues, and the need to have someone familiar with the canine and its training for the safety of the canine and others. Staff believes the familiarity with these issues by the former handler and the known attention required by the handler to these identified issues justifies the contract agreement amount. This is also a common best practice amongst agencies in a similar situation facing similar facts.

### **III. FISCAL IMPACTS**

None, the net result of the agreement is one dollar (\$1.00) in revenue to the City of Oakdale. There is no budget impact associated with this item.

### **IV. RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution approving the purchase of retired canine by its handler, Sergeant Andrew Stever, and authorizing the City Manager to execute the Agreement.

### **V. ATTACHMENTS**

Attachment A: Resolution  
Attachment B: Canine Transfer Agreement



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

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL AUTHORIZING THE  
PURCHASE OF RETIRED CITY OF OAKDALE POLICE CANINE BY ASSIGNED  
OAKDALE POLICE CANINE HANDLER**

**THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the Police Chief for the City of Oakdale officially retires police canines from departmental service; and,

**WHEREAS**, the City of Oakdale police canine handler desires to purchase and assume possession of their assigned canine upon the dog’s official retirement for one dollar (\$1.00); and,

**WHEREAS**, it is necessary to adopt a resolution authorizing the purchase of the City of Oakdale police canine by the assigned department handler; and,

**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL** that officially retired City of Oakdale Police Canine “Chevy” (Bomber) may be purchased by the assigned Oakdale Police Department handler Andrew Stever in accordance with the terms and conditions set forth in the Agreement for Transfer of Ownership of Canine attached hereto as Exhibit “A” and incorporated herein by this reference.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1<sup>st</sup> DAY OF JUNE 1 2020**, by the following votes:

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

ATTEST:

SIGNED:

\_\_\_\_\_  
Julie Christel  
Council Services & Legislative Records Manager

\_\_\_\_\_  
J.R. McCarty, Mayor

AGREEMENT FOR TRANSFER OF OWNERSHIP OF CANINE

THIS AGREEMENT is made and entered into this 1st day of June 2020, by and between the City of Oakdale, a municipal corporation ("CITY") and Sergeant Andrew Stever, an individual ("RECEIVER"), and

W I T N E S S E T H:

WHEREAS, a Malinois/German Shepherd male dog, approximate age of eight (8) years old, named Chevy (Bomber), owned by the CITY has been found to be unfit for service due to age;

WHEREAS, CITY is willing to sell the Canine to RECEIVER upon the terms and conditions specified in this Agreement;

WHEREAS, RECEIVER is aware of the Canine's history as a Police Service Dog and is willing to assume the liability of owning the Canine.

NOW, THEREFORE, the parties agree as follows:

1. Currency Exchanged. CITY agrees to sell to RECIPIENT for the sum of \$1.00, and RECIPIENT agrees to receive from CITY, the Canine upon the RECIPIENT's execution of this Agreement. RECIPIENT also agrees to take immediate possession and ownership of the Canine upon execution of the Agreement.

2. Disclosures. CITY has informed RECIPIENT, and RECIPIENT acknowledges that he is aware, that Canine has a history of health problems.

3. Indemnification. CITY will have no responsibility for the food, care, health, vet bills or liability for actions of the Canine from and after the date of this Agreement. RECIPIENT shall defend, indemnify and save and hold harmless CITY, and its officers, agents, and employees, from any and all claims, suits, actions, liability or damages resulting from or arising out of the ownership or use of the Canine from and after the date of this Agreement. The parties intend that this provision shall be broadly construed.

IN WITNESS WHEREOF, the City of Oakdale, a municipal corporation, has executed this Agreement in duplicate by its City Manager and RECIPIENT has caused this Agreement to be duly executed.

**CITY OF OAKDALE, a  
Municipal Corporation**

**RECIPIENT**

BY: \_\_\_\_\_

Bryan Whitemyer  
City Manager

BY: \_\_\_\_\_

Andrew Stever  
an individual



**CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT**

**Meeting Date:** June 6, 2020  
**To:** Mayor McCarty and Members of the Oakdale City Council  
**From:** Julie Christel, Council Services and Legislative Record Manager  
**Subject:** Claim for Damage – Karla Haro, Maria Macias and Misael Medina

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**I. BACKGROUND**

A claim for monetary reimbursement was received on May 18, 2020 from Karla Haro, Maria Macias, and Misael Medina. The claim, as submitted, indicated the incident occurred on December 7, 2019 and the date injuries, damages, or losses were discovered was the same day. The location of the incident was 458 S. 3rd Avenue, Apt. #4 in Oakdale, CA.

**II. DISCUSSION**

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

**III. FISCAL IMPACT**

No fiscal impact to date.

**IV. RECOMMENDATION**

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

**V. ATTACHMENTS**

None.



**CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT**

**Meeting Date:** June 1, 2020

**To:** Mayor McCarty and Members of the Oakdale City Council

**From:** Michael Renfrow, Senior Engineering Technician

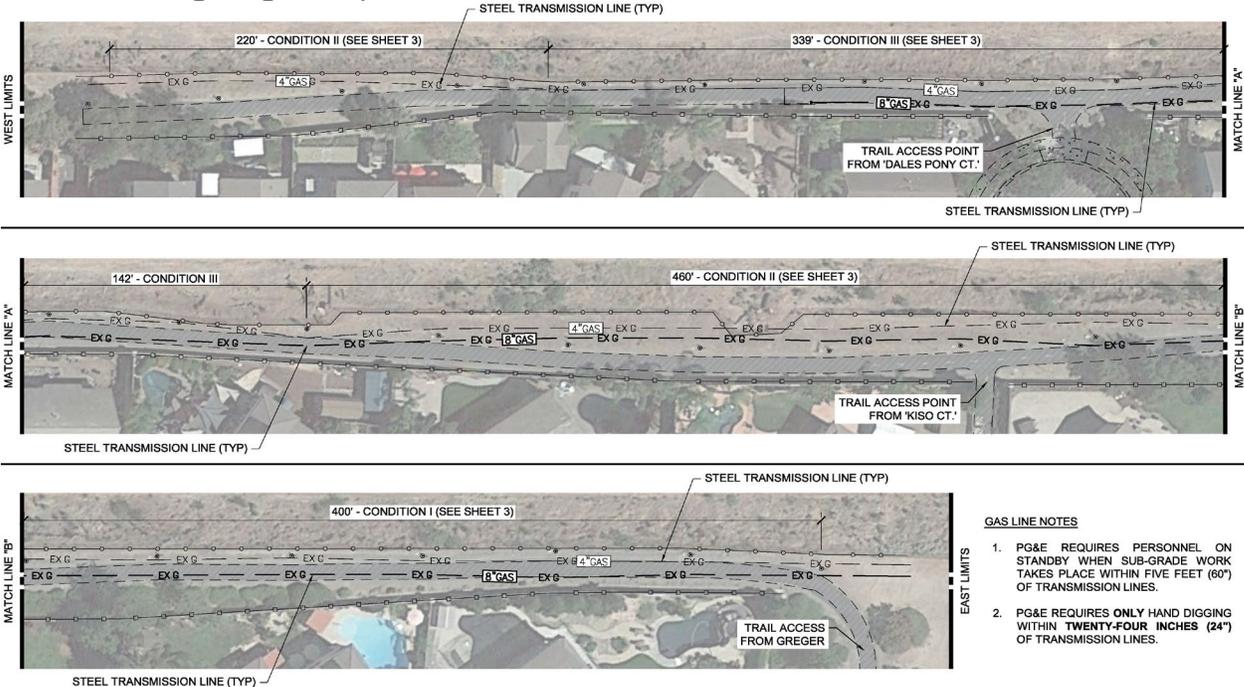
**Reviewed by:** Jeff Gravel, Public Services Director

**Subject:** **Consideration of a Resolution Authorizing the City Manager to Execute an Agreement with Sinclair General Engineering Construction Inc. in the Amount of \$246,640 for the Bridle Ridge Trail Repair Project and a Contingency in the Amount of \$6,360 for a Grand Total Cost of \$253,000 to be Funded by Local Transportation Fund, Measure L and Park Replacement Fund 549**

**I. BACKGROUND**

The Bridle Ridge Trail Repair Project was created out of necessity to repair and protect the pedestrian trail located on the north side of the Bridle Ridge Community adjacent to the Union Pacific Railroad from erosion. The trail is enjoyed by the City of Oakdale and beyond. However, erosion of the side slopes is causing the trail fence and lighting to fail.

The conditions have been identified with the failing elements of the trail. Each condition has a unique combination of corrective measures to repair the fence and the lighting. The plan below shows the locations of Conditions I-III.







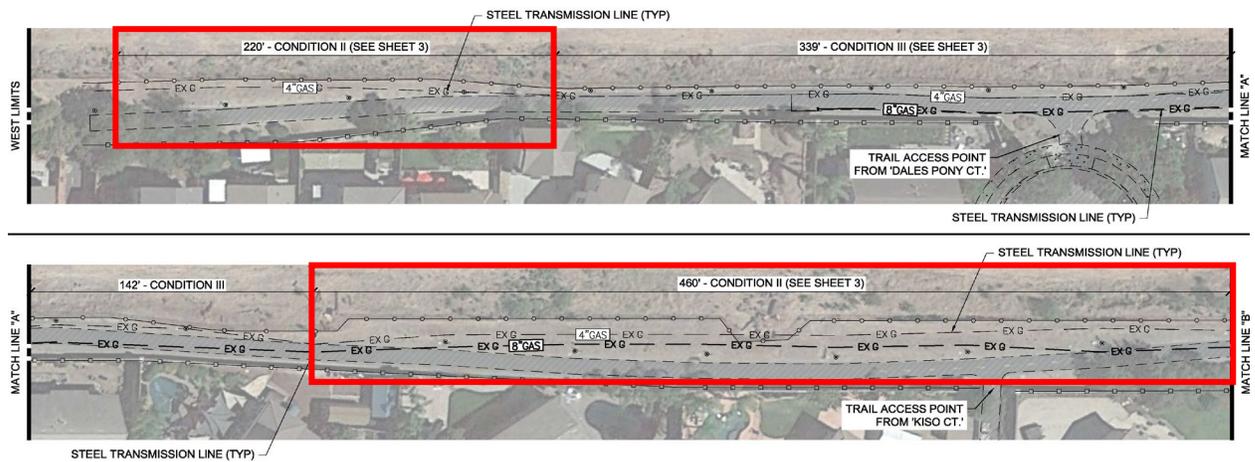
**CITY OF OAKDALE**  
**City Council Staff Report (Continued)**

SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

**Condition II Existing Conditions:**

Condition II is a 220' section and a 460' section of the trail.

The photos show the section of Condition II in which the lighting is subject to slope erosion and will all eventually look like Condition I without remediation.





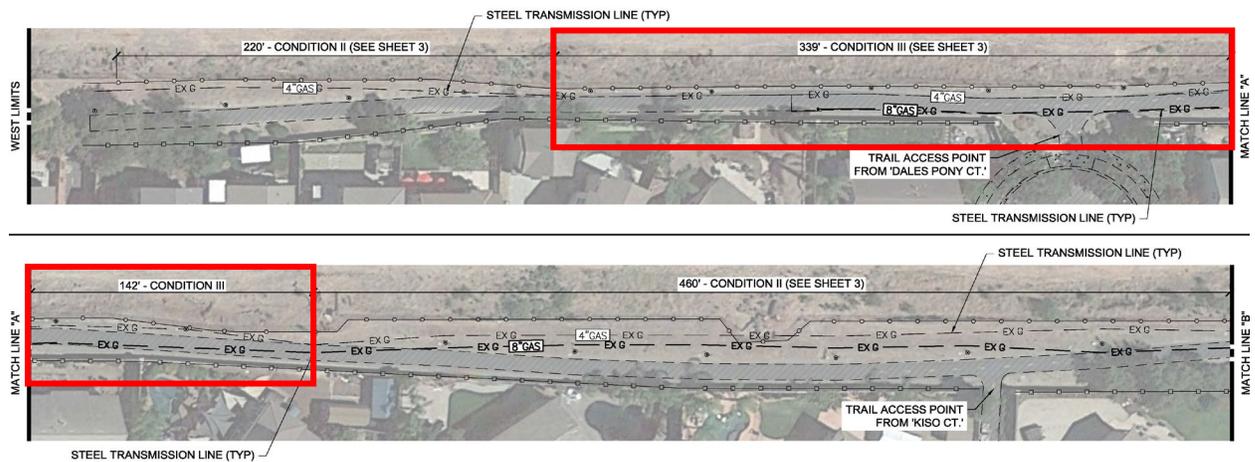
**CITY OF OAKDALE**  
**City Council Staff Report (Continued)**

SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

**Condition III Existing Conditions:**

Condition III is 481' section of the trail located near the Dales Pony Court.

The photos below show the section of Condition I in which the erosion has exposed fence footings and some lighting has become unstable.





**CITY OF OAKDALE**  
**City Council Staff Report (Continued)**

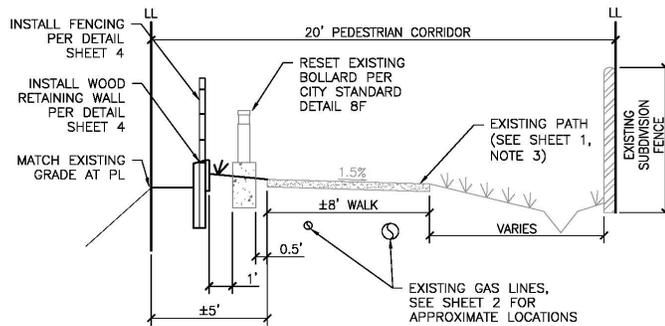
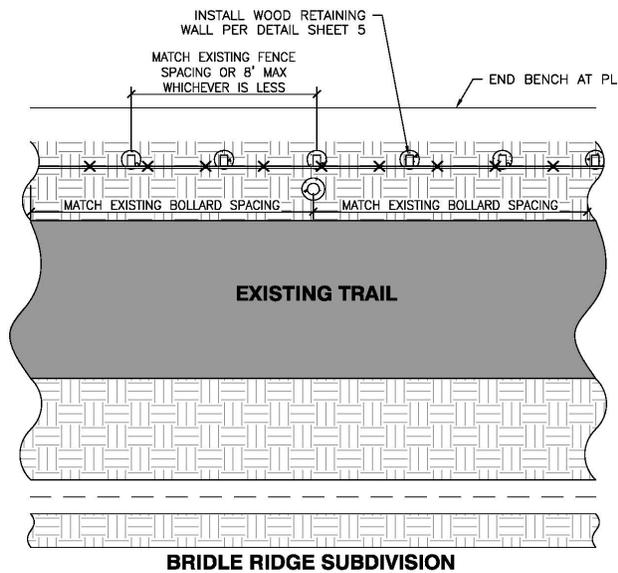
SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

**II. DISCUSSION**

**Condition I Repair:**

Condition I repair will reset and install a new wood retaining wall/fence and reset the existing bollards in the stabilized area.

**UNION PACIFIC RAILROAD**





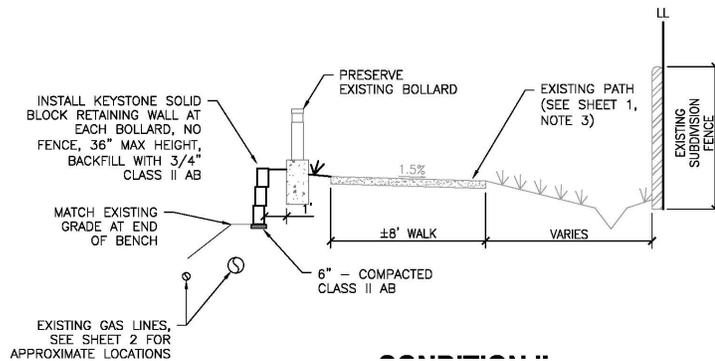
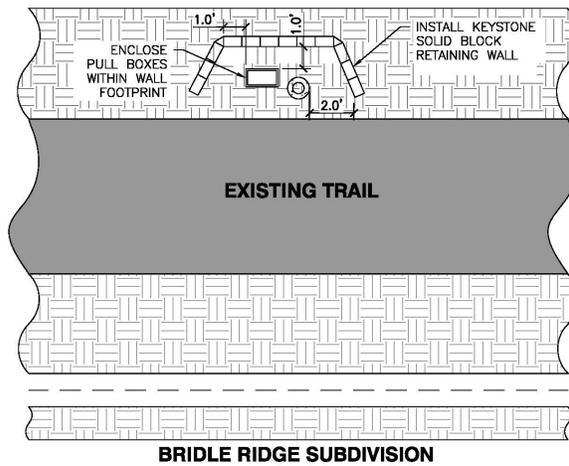
**CITY OF OAKDALE**  
**City Council Staff Report (Continued)**

SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

**Condition II Repair:**

Condition II repair will install a keystone solid block retaining wall to preserve existing bollards from future erosion issues. This area is less urgent and not part of the contract award. This area will be done at a later date.

**UNION PACIFIC RAILROAD**





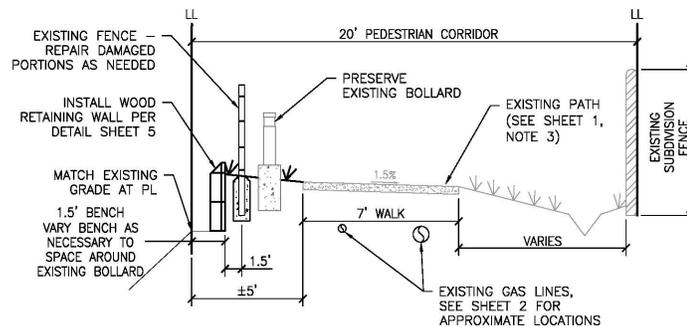
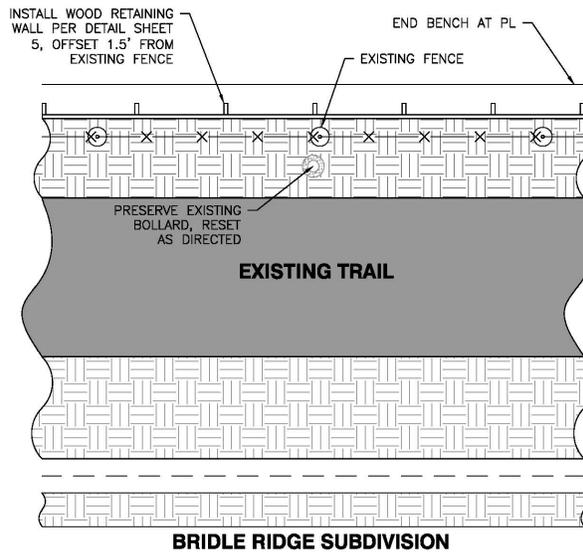
**CITY OF OAKDALE**  
**City Council Staff Report (Continued)**

SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

**Condition III Repair:**

Condition III repair will install a wood retaining wall behind the fence to support the fence and existing bollards from future erosion issues.

**UNION PACIFIC RAILROAD**



Bids were received on March 26, 2020. The lowest qualified bidder was from Sinclair General Engineering Construction, Inc. in the amount of \$114,840. Due to the bid results working in the favor of the project budget, City Staff recommends also awarding Bid Alternative 1 (Condition I) in the amount of \$131,800 for a grand total contract award of \$246,640. (Condition II will be worked in a future budget and the area is less urgent). The Engineers Estimate for these two portions of the Project was \$224,400.



**CITY OF OAKDALE**  
**City Council Staff Report (Continued)**

SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

**Contractor Bid Summary for Base Bid (Condition III):**

Contractor	Bid Amount
<b>Sinclair General Engineering Construction Inc.</b>	<b>\$114,840.00</b>
F. Loduca Co.	\$124,600.00
Harris Development Corp	\$133,930.00
Smith Construction Company, Inc.	\$182,925.72
ACT ENVIRO	\$197,100.00
Sierra Mountain Construction, Inc.	\$209,240.00

**III. FISCAL IMPACT**

**Project Funding and Cost Summary:**

Project Funding	
Fund	Amount
Local Transportation Fund	\$78,000.00
Measure L	\$75,000.00
Park Replacement Fund 549	\$100,000.00
<b>Grand Total Project Funding</b>	<b>\$253,000.00</b>

Project Cost	
Description	Amount
Base Bid (Condition III)	\$114,840.00
Add Alt. 1 (Condition I)	\$131,800.00
Contingencies	\$6,360.00
<b>Grand Total Project Cost</b>	<b>\$253,000.00</b>

The Measure L Funds appropriated for the Bridle Ridge Trail Repair Project come from the Non-Motorized apportionment. 8% of Measure L Funds are designated for bicycle and pedestrian projects. Funds have been set aside since the initiation of Measure L for this project.

**IV. RECOMMENDATION**

That the City Council adopt the Resolution authorizing the City Manager to execute an agreement with Sinclair General Engineering Construction Inc. in the amount of \$246,640 for the Bridle Ridge Trail Repair Project and a contingency in the amount of \$6,360 for a grand total cost of \$253,000 to be funded by Local Transportation Fund, Measure L and Park Replacement Fund 549

**V. ATTACHMENTS**

Attachment A: Draft City Council Resolution 2020-\_\_



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

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH  
SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. IN THE AMOUNT  
OF \$246,640 FOR THE BRIDLE RIDGE TRAIL REPAIR PROJECT AND A  
CONTINGENCY IN THE AMOUNT OF \$6,360 FOR A GRAND TOTAL COST OF  
\$253,000 TO BE FUNDED BY LOCAL TRANSPORTATION FUND, MEASURE L  
AND PARK REPLACEMENT FUND 549**

**THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the Bridle Ridge Trail Repair Project was created out of necessity to repair and protect the pedestrian trail located on the north side of the Bridle Ridge Community adjacent to the Union Pacific Railroad from erosion. The trail is enjoyed by the City of Oakdale and beyond. However, erosion of the side slopes is causing the trail fence and lighting to fail; and

**WHEREAS**, the conditions have been identified with the failing elements of the trail. Each condition has a unique combination of corrective measures to repair the fence and the lighting; and

**WHEREAS**, bids were received on March 26, 2020. The lowest qualified bidder was from Sinclair General Engineering Construction, Inc. in the amount of \$114,840. Due to the bid results working in the favor of the project budget, City Staff recommends also awarding Bid Alternative 1 (Condition I) in the amount of \$131,800 for a grand total contract award of \$246,640. The Engineers Estimate for these two portions of the Project was \$224,400; and

**WHEREAS**, Steff recommends that the City Council adopt the Resolution authorizing the City Manager to execute an agreement with Sinclair General Engineering Construction Inc. in the amount of \$246,640 for the Bridle Ridge Trail Repair Project and a contingency in the amount of \$6,360 for a grand total cost of \$253,000 to be funded by Local Transportation Fund, Measure L and Park Replacement Fund 549; and

**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL** hereby adopts the Resolution authorizing the City Manager to execute an agreement with Sinclair General Engineering Construction Inc. in the amount of \$246,640 for the Bridle Ridge Trail Repair Project and a contingency in the amount of \$6,360 for a grand total cost of \$253,000 to be funded by Local Transportation Fund, Measure L and Park Replacement Fund 549.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1<sup>st</sup> DAY OF JUNE, 2020**, by the following vote:



**CITY OF OAKDALE**

**City Council Resolution (Continued)**

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SUBJECT: Award Bridle Ridge Trail Repair Project  
MEETING DATE: June 1, 2020

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

SIGNED:

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J.R. McCarty, Mayor

ATTEST:

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Rouzé Roberts, City Clerk

# CONSTRUCTION AGREEMENT

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THIS AGREEMENT made the 1<sup>st</sup> day of June, 20 20  
by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as the owner,  
and Sinclair General Engineering Construction, Inc. hereinafter designated as the Contractor.

WITNESSETH: That the Owner and the Contractor agrees to provide all required materials, labor transportation, equipment, facilities, services, incidentals necessary for construction of Bridle Ridge Trail Repair all in strict conformity with the Drawings and Contract Documents prepared by the Owner.

ARTICLE II: CONSTRUCTION DOCUMENTS: The Construction Documents consisting of the Invitation to Bidders, Proposal, Construction Agreement, the Specifications, all as listed under the Table of Contents, and the Drawings, together with all modifications and addenda included in these documents before their execution, all of which Construction Documents are made a part hereof.

ARTICLE III: CONTRACT TIME: It is hereby understood and agreed that the work under this Contract shall be completed within the following times for the work set forth in the Bid Proposal.

A. All work as set forth under Contract Bid Items within 60 calendar days.

ARTICLE IV: DAMAGES FOR DELAY: In case of failure on the part of the Contractor to complete the work within the time stipulated, plus any duly authorized extension of time, the parties hereby agree and recite that Owner's actual damages in the sum of \$ 1,000.00 for each calendar day's delay. Time is of the essence in the completion of this contract.

ARTICLE V: CONTRACT SUM: The Owner shall pay or cause to have paid to the Contractor, for the performance of the Contract, subject to additions and deductions described in Exhibit A hereof shall not exceed \$246,640.00. In lawful money of the United States and shall be paid in payments in accordance with and subject to the provisions embodied in the Documents made a part of this contract. The contract sum as herein stipulated shall include all applicable taxes.

ARTICLE VI: CONTRACT ALTERATIONS: Any alteration or alterations made in the Drawings and Specifications which are a part of this Agreement, or in any provision of this Agreement, shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

ARTICLE VII: PRECEDENCE OF CONTRACT ELEMENTS: All parts of this Construction Agreement (also known as Contract) shall be construed with each other to be consistent wherever possible, but in the event any conflict shall occur with any of the Contract Documents, then the order of precedence shall be as follows:

- A. This Construction Agreement
- B. Addenda
- C. General & Supplementary Conditions
- D. Technical Specifications
- E. Improvement Plans

In this regard, if there is a conflict between the plans and the technical portions of the Specifications, quality shall be governed by the Specifications. In the event of conflict within the technical portions of the Specifications, a higher quality shall govern. If there is a conflict between quantities, the higher quantity shall be provided.

**ARTICLE VIII: BONDS:** Contractor shall furnish and deliver to Owner for its approval upon the execution of this Construction Agreement, two good and sufficient bonds issued by a Surety Company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. The Bonds shall be a Labor and Material Payment Bond and a Faithful Performance Bond in the sum of not less than 100 percent each of the Contract sum. No prepayment or delay in payment, change extension of time, alteration, or addition to the terms of the contract or to the work to be performed there under or the specifications accompany the same and no forbearance on the part of the Owner shall in any way affect the obligations of the surety on the bonds, and the extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications and forbearance and said surety does hereby waive the provisions of Section 2819 and 2845 of the California Civil Code.

**ARTICLE XI: GENERAL INSURANCE:** Contractor shall, at its expense, maintain in effect at all times during the duration of this Agreement not less than the following coverage and limits of insurances:

- A. General Liability. Contractor shall maintain commercial general liability insurance with coverage as least as broad as Insurance Services Office form CG 00 01, in an amount not less than **two million dollars (\$2,000,000)** per occurrence, **four million dollars (\$4,000,000)** general aggregate, and **two million dollars (\$2,000,000)** products damage and completed operations aggregate for bodily injury, personal injury and property damage. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds ("the Additional Insureds") under such policies. An endorsement providing completed operations to the Additional Insureds, ISO form CG 20 37, is also required. For construction contracts, an endorsement providing completed operations to the Additional Insureds to the policy, shall be endorsed on each commercial general liability policy issued to Contractor for ten years after completion of the work.
- B. Automobile Liability. Contractor shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than **two million dollars (\$2,000,000)** combined single limit for each accident.
- C. Workers Compensation. Contractor shall maintain Workers' Compensation Insurance (statutory benefits) and Employer's Liability Insurance (with limits of at least **one millions dollars (\$1,000,000)**). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers (unless otherwise approved by the City).
- D. Pollution Coverage. Contractor shall provide a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than **two million dollars (\$2,000,000)**

per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

- E. Umbrella or Excess Liability: Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than **four million dollars (\$4,000, 000)** that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary liability coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied provides to be uncollectible, in whole or in part for any reason;
  - Pay on behalf of working as opposed to reimbursement;
  - Concurrence of effective dates with primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies with no additional restrictions.
- F. Professional Liability: Design-build contractors shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Agreement, in the minimum amount of **five million dollars (\$5,000,000)** per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- G. Certificates of Insurance. Prior to commencement of any work, Contractor shall provide City with certificates of insurance evidencing that all insurance and/or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Contractor. The certificates and policies shall provide that thirty (30) days' written notice of any material change, reduction in coverage or cancellation of the insurance policies will be provided to City. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Contractor shall notify City prior to making such changes.
- Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is excess and not contributing insurance with the insurance required hereunder.
- H. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an A.M. Best-assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the City.
- I. Maintenance of Coverage: Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants as specified in this contract.

- J. Proof of Insurance: Contractor shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. For policies using so-called "blanket" or "automatic insurance" "where required by contract" provisions, contractor must provide a copy of the policy language or the "blanket" endorsement. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current evidence of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- K. City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- L. Acceptable Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an A.M. Best-assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the City.
- M. Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- N. Enforcement of Contract Provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- O. Primary and Non-contributory: For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- P. Specifications not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- Q. Severability of Interests: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- R. Notice of Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- S. City's Right to Revise Specifications: The City reserves the right, at any time during the term of the contract, to change the amounts and types of insurance required by giving the Contractor ninety

(90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

- T. Self-insured Retentions: Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- U. Timely Notice of Claims: Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- V. Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ARTICLE IX: ACCEPTANCE: Final inspection shall be made by the owner upon receipt of written notice from the Contractor stating that the work is substantially completed and ready for such inspection. The work will be accepted in writing by the Owner when the work is found acceptable under the terms of the Contract and the Contract is fully performed and the work fully completed.

ARTICLE X: FINAL PAYMENT: Final payment shall be made within 35 days after filing the Notice of Completion, provided that the Contract be then fully performed and the work fully completed and duly accepted and also provided that no liens remaining unsatisfied are on file at that time.

The making and acceptance of the Final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens from defects in materials and workmanship or from faulty work appearing after final payment, and of all claims by the Contractor, except those previously made and still unsettled. No payment or certificate issued to the Contractor shall be considered to be an acceptance of any of the work of the Contract.

ARTICLE XI: INDEMNITY: Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE XII: ASSIGNMENT: The contract shall not be assigned or sublet as a whole, by either party without the written consent of the other. The Owner and the Contractor for themselves, their heirs, successors, executors, administrators, agents, representatives, and subcontractors do hereby agree to the full performance of the terms, conditions, provisions, and covenants herein contained.

ARTICLE XIII: ATTORNEY'S FEES: If any legal action, including arbitration, is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's

fees, which may be set by the Court or the Arbitrator, as the case may be, in the same action, or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first hereinabove written.

CITY OF OAKDALE

CONTRACTOR

\_\_\_\_\_  
BRYAN WHITEMYER, City Manager

\_\_\_\_\_  
Name: SEAN SINCLAIR  
Title: PRESIDENT

ATTEST:

\_\_\_\_\_  
ROUZE ROBERTS, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS HALLINAN, City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

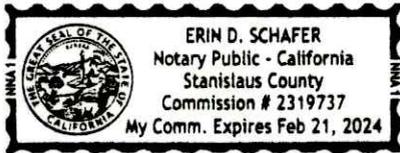
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Stanislaus )  
On May 12, 2020 before me, Erin D. Schafer, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Sean Sinclair  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Erin D. Schafer*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Construction Agreement Document Date: May 18, 2020  
Number of Pages: 6 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Sean Sinclair  
 Corporate Officer — Title(s): President/CFO  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sinclair General Engineering Construction, Inc.

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Bridle Ridge Trail Repair Project (#6692396)  
 Owner: City of Oakdale, CA  
 03/26/2020 03:00 PM PDT

					Sinclair General Engineering Construction Inc.	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension
<b>Bridle Ridge Trail Repair Project - Condition III</b>						
	1	Mobilization	LS	1	\$2,500.00	\$2,500.00
	2	Timber Retaining Wall	LF	480	\$205.00	\$98,400.00
	3	Reset Bollards and Pull Boxe	EA	4	\$2,500.00	\$10,000.00
	4	Tension Wire	LF	1560	\$1.50	\$2,340.00
	5	SWPPP Implementation and	LS	1	\$1,600.00	\$1,600.00
<b>Base Bid Total:</b>						<b>\$114,840.00</b>
<b>Bid Alternate 1 - Condition 1</b>						
	6	Mobilization	LS	1	\$2,000.00	\$2,000.00
	7	Timber Retaining Wall & Fer	LF	400	\$275.00	\$110,000.00
	8	Relocate Bollards, Pull Boxe	EA	6	\$3,100.00	\$18,600.00
	9	SWPPP Implementation and	LS	1	\$1,200.00	\$1,200.00
						<b>\$131,800.00</b>
<b>Base + Alternate 1:</b>						<b>\$246,640.00</b>

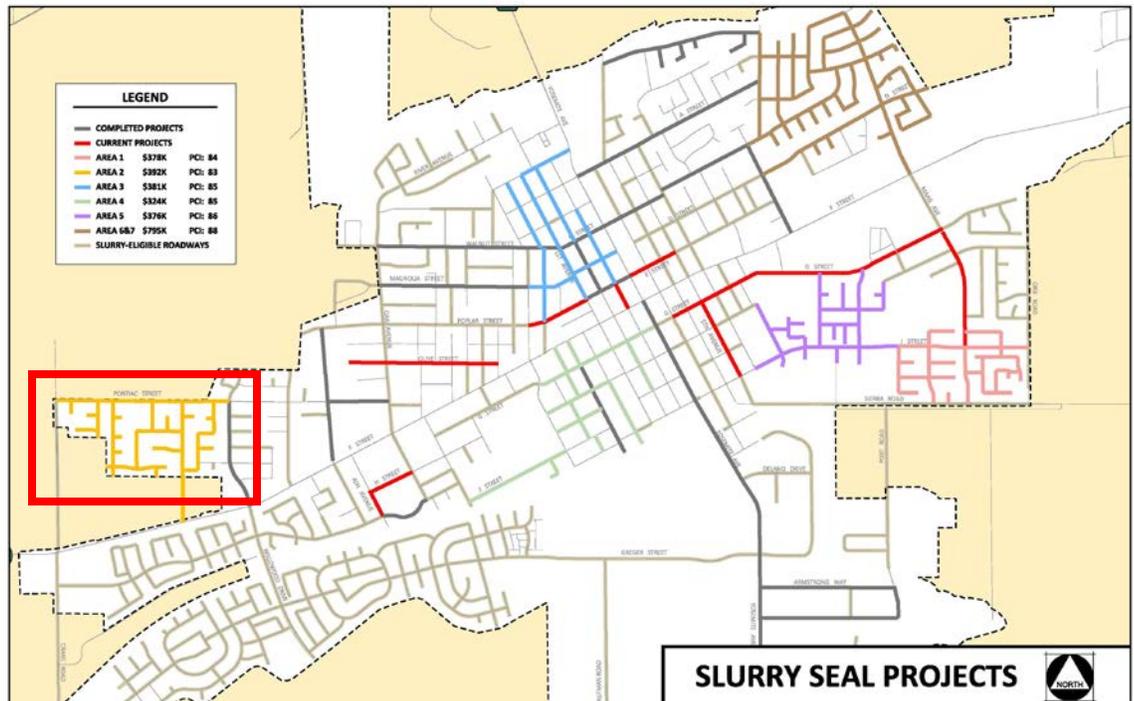


CITY OF OAKDALE  
CITY COUNCIL STAFF REPORT

**Meeting Date:** June 1, 2020  
**To:** Mayor McCarty and Members of the Oakdale City Council  
**From:** Cody Bridgewater, Public Works Superintendent  
**Reviewed by:** Jeff Gravel, Public Services Director  
**Subject:** Consideration of a Resolution Authorizing the City Manager to Execute an Agreement with Dryco Construction, Inc. in the Amount of \$145,390 for the 2020 Area 2 Slurry Seal Project, Authorizing a 5% Contingency in the Amount of \$7,500 and Authorizing Construction Engineering in the Amount of \$7,500 to be Funded by SB1 Road Maintenance Fund 216

**I. BACKGROUND**

The 2020 Area 2 Slurry Seal Project is part of a multi-year pavement maintenance plan Staff has developed using primarily SB1 funding. Currently the plan includes 7 project areas and totals more than \$2.5 million of pavement maintenance.

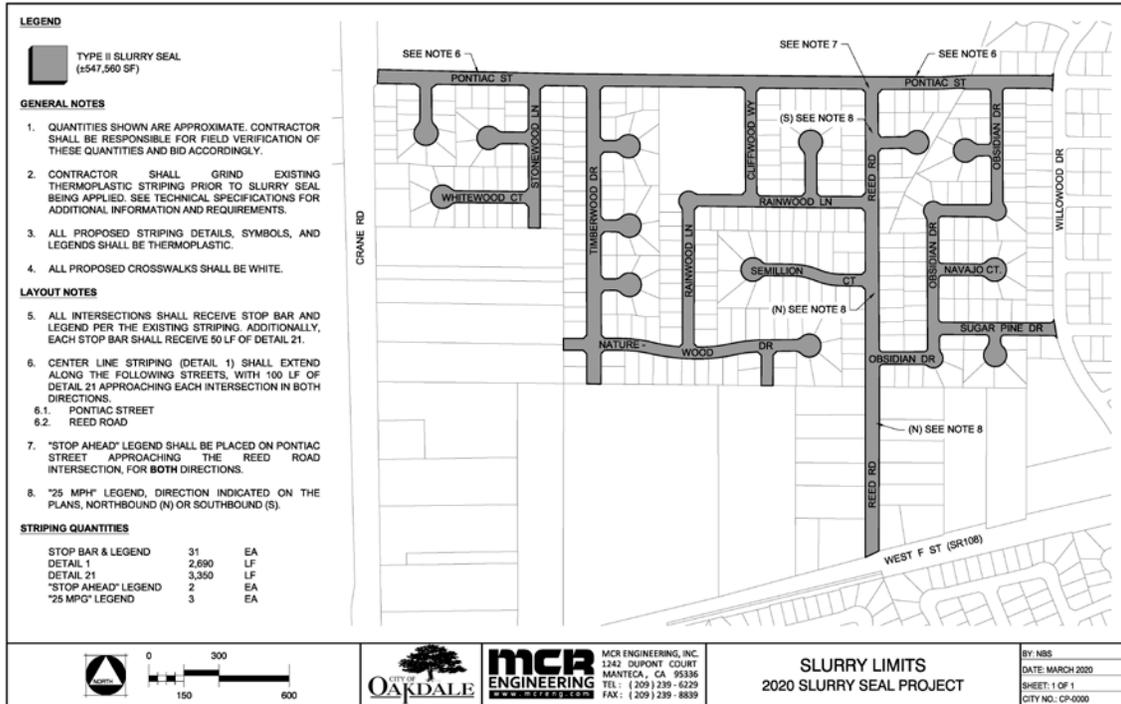




CITY OF OAKDALE  
City Council Staff Report (Continued)

SUBJECT: Execute an Agreement with Dryco Construction, Inc. for the 2020 Area 2 Slurry Seal Project  
MEETING DATE: June 1, 2020

The limits of Area 2 are between Willowood Avenue/Crane Road and Pontiac Street and West F Street, shown below. The project will install approximately 547,000 square feet, or 12.5 acres of Type II Slurry Seal and restripe the roadways.



The Area 2 project's slurry treatment cost according to the contractors bid is \$0.20 per square foot or \$112,000 (Plus \$33,390 for striping).

II. DISCUSSION



CITY OF OAKDALE  
City Council Staff Report (Continued)

SUBJECT: Execute an Agreement with Dryco Construction, Inc. for the 2020 Area 2 Slurry Seal Project  
MEETING DATE: June 1, 2020

Bids were opened on May 7<sup>th</sup>, 2020. The bids were as follows:

CONTRACTOR	PRICE
Dryco Construction, Inc.	\$145,390.00
VSS International, Inc.	\$162,120.00
American Pavement Systems, Inc.	\$180,500.00
American Asphalt Repair & Resurfacing, Inc.	\$204,000.00
Pavement Coatings Co.	\$208,750.00

The intent of this work is to extend the life of the streets from 5 to 7 years.

### III. FISCAL IMPACT

The low bidder is Dryco Construction, Inc. in the amount of \$145,390.00. The project is funded by SB1 Road Maintenance Fund 216.

There is no impact to the City General Fund. These funds can only be used for street rehabilitation and maintenance purposes.

### IV. RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to Execute an Agreement with Dryco Construction, Inc. in the amount of \$145,390.00 for the 2020 Area 2 Slurry Seal Project, authorizing a 5% contingency in the amount of \$7,500.00 and authorizing Construction Engineering in the amount of \$7,500.00 for a total project budget of \$160,390.00 to be funded by SB1 Road Maintenance Fund 216.

### V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-\_\_\_  
Attachment B: Construction Agreement



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_\_

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DRYCO  
CONSTRUCTION, INC. IN THE AMOUNT OF \$145,390 FOR THE 2020 AREA 2 SLURRY  
SEAL PROJECT, AUTHORIZING A 5% CONTINGENCY IN THE AMOUNT OF \$7,500  
AND AUTHORIZING CONSTRUCTION ENGINEERING IN THE AMOUNT OF \$7,500 TO  
BE FUNDED BY SB1 ROAD MAINTENANCE FUND 216**

**THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

**WHEREAS**, the 2020 Area 2 Slurry Seal Project will install 547,000 square feet, or 12.5 acres of Type II Slurry Seal and restripe the roadways; and,

**WHEREAS**, the limits of Area 2 are between Willowood Avenue/Crane Road and Pontiac Street and West F Street; and,

**WHEREAS**, bids were opened on May 7, 2020, with the low bidder is Dryco Construction, Inc. in the amount of \$145,390. The project is funded by SB1 Road Maintenance Fund 216; and,

**WHEREAS**, Staff recommends that the City Council adopt a Resolution authorizing the City Manager to Execute an Agreement with Dryco Construction, Inc. in the amount of \$145,390.00 for the 2020 Area 2 Slurry Seal Project, authorizing a 5% contingency in the amount of \$7,500 and authorizing Construction Engineering in the amount of \$7,500 to be funded by SB1 Road Maintenance Fund 216.

**NOW, THEREFORE, BE IT RESOLVED** that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby adopts a Resolution authorizing the City Manager to Execute an Agreement with Dryco Construction, Inc. in the amount of \$145,390.00 for the 2020 Area 2 Slurry Seal Project, authorizing a 5% contingency in the amount of \$7,500 and authorizing Construction Engineering in the amount of \$7,500 to be funded by SB1 Road Maintenance Fund 216.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1st DAY OF JUNE 2020**, by the following vote:

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

Signed:

\_\_\_\_\_  
J.R. McCarty, Mayor

Attest:

\_\_\_\_\_  
Rouzé Roberts, City Clerk



**CITY OF OAKDALE  
PUBLIC SERVICES DEPARTMENT**

455 South Fifth Avenue • Oakdale, CA 95361 • Ph: (209) 845-3600 • Fax: (209) 848-4344

**CITY  
ADMINISTRATION  
& FINANCE  
DEPARTMENT**  
280 N. Third Ave.  
Oakdale, CA 95361  
(209) 845-3571  
(209) 847-6834 Fax

**COMMUNITY  
DEVELOPMENT  
DEPARTMENT**  
455 S. Fifth Ave.  
Oakdale, CA 95361  
(209) 845-3625  
(209) 848-4344 Fax

**FIRE DEPARTMENT**  
Station No. 1:  
325 East "G" St.  
Station No. 2:  
450 S. Willowood Dr.  
Oakdale, CA 95361  
(209) 845-3660  
(209) 847-5907 Fax

**PARKS & RECREATION  
DEPARTMENT**  
280 N. Third Ave.  
Oakdale, CA 95361  
(209) 845-3591  
(209) 847-6834

**POLICE DEPARTMENT**  
245 N. Second Ave.  
Oakdale, CA 95361  
(209) 847-2231  
(209) 847-3790 Fax

**CITY OF OAKDALE  
WEBSITE**  
[www.oakdalegov.com](http://www.oakdalegov.com)  
**E-MAIL**  
[info@ci.oakdale.ca.us](mailto:info@ci.oakdale.ca.us)

May 15, 2020

Dryco Construction, Inc.  
9390 Elder Creek Road  
Sacramento, CA 95829  
Via Email: [matts@dryco.com](mailto:matts@dryco.com)

Re: 2020 Slurry Seal –Area 2 Project Notice of Intent to Award

We are pleased to inform you that Dryco Construction, Inc. was the low bidder on the above-mentioned project. Consequently, the purpose of this letter is to inform you that the Department of Public Services intends to recommend that the City Council accept your proposal in the amount of \$145,390.00 and enter into a contract with Dryco Construction, Inc. for this project.

We intend to take this item to City Council at their regularly scheduled meeting on June 1, 2020. However, in order for the City Council to act on our recommendation, we will need the following from you:

- Three (3) wet-signed copies of the contract
- One (1) Copy of W9 Taxpayer Identification Number and Certification Form
- One (1) Set of Bonds (as outlined in the attached contract)
- One (1) Copy of Insurance Certificates, Endorsements and Waiver of Subrogation (as outlined in the attached contract).

Please note the Certificate Holder should state:

City of Oakdale  
280 North Third Avenue  
Oakdale, CA 95361

Please email a copy of the signed contract to me by Friday, May 22, 2020 and submit all contract documents as listed above by Friday, May 29, 2020 to my attention at the following address:

City of Oakdale Public Services Department  
Attn: Colleen Andersen  
455 South Fifth Avenue  
Oakdale, CA 95361

Please feel free to contact me should you have any questions.

Sincerely,

*Colleen Andersen*

Colleen Andersen  
Management Analyst  
(209) 845-3609  
Email: [candersen@ci.oakdale.ca.us](mailto:candersen@ci.oakdale.ca.us)

# CONSTRUCTION AGREEMENT

---

THIS AGREEMENT made the 1<sup>st</sup> day of June, 20 20  
by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as the owner,  
and Dryco Construction, Inc. hereinafter designated as the Contractor.

WITNESSETH: That the Owner and the Contractor agrees to provide all required materials, labor transportation, equipment, facilities, services, incidentals necessary for construction of 2020 SLURRY SEAL AREA 2 all in strict conformity with the Drawings and Contract Documents prepared by the Owner.

ARTICLE II: CONSTRUCTION DOCUMENTS: The Construction Documents consisting of the Invitation to Bidders, Proposal, Construction Agreement, the Specifications, all as listed under the Table of Contents, and the Drawings, together with all modifications and addenda included in these documents before their execution, all of which Construction Documents are made a part hereof.

ARTICLE III: CONTRACT TIME: It is hereby understood and agreed that the work under this Contract shall be completed within the following times for the work set forth in the Bid Proposal.

A. All work as set forth under Contract Bid Items within 30 calendar days.

ARTICLE IV: DAMAGES FOR DELAY: In case of failure on the part of the Contractor to complete the work within the time stipulated, plus any duly authorized extension of time, the parties hereby agree and recite that Owner's actual damages in the sum of \$ 1,000.00 for each calendar day's delay. Time is of the essence in the completion of this contract.

ARTICLE V: CONTRACT SUM: The Owner shall pay or cause to have paid to the Contractor, for the performance of the Contract, subject to additions and deductions described in Exhibit A hereof shall not exceed \$ 145,390.00. In lawful money of the United States and shall be paid in payments in accordance with and subject to the provisions embodied in the Documents made a part of this contract. The contract sum as herein stipulated shall include all applicable taxes.

ARTICLE VI: CONTRACT ALTERATIONS: Any alteration or alterations made in the Drawings and Specifications which are a part of this Agreement, or in any provision of this Agreement, shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

ARTICLE VII: PRECEDENCE OF CONTRACT ELEMENTS: All parts of this Construction Agreement (also known as Contract) shall be construed with each other to be consistent wherever possible, but in the event any conflict shall occur with any of the Contract Documents, then the order of precedence shall be as follows:

- A. This Construction Agreement
- B. Addenda
- C. General & Supplementary Conditions
- D. Technical Specifications
- E. Improvement Plans

In this regard, if there is a conflict between the plans and the technical portions of the Specifications, quality shall be governed by the Specifications. In the event of conflict within the technical portions of the Specifications, a higher quality shall govern. If there is a conflict between quantities, the higher quantity shall be provided.

**ARTICLE VIII: BONDS:** Contractor shall furnish and deliver to Owner for its approval upon the execution of this Construction Agreement, two good and sufficient bonds issued by a Surety Company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. The Bonds shall be a Labor and Material Payment Bond and a Faithful Performance Bond in the sum of not less than 100 percent each of the Contract sum. No prepayment or delay in payment, change extension of time, alteration, or addition to the terms of the contract or to the work to be performed there under or the specifications accompany the same and no forbearance on the part of the Owner shall in any way affect the obligations of the surety on the bonds, and the extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications and forbearance and said surety does hereby waive the provisions of Section 2819 and 2845 of the California Civil Code.

**ARTICLE XI: GENERAL INSURANCE:** Contractor shall, at its expense, maintain in effect at all times during the duration of this Agreement not less than the following coverage and limits of insurances:

- A. General Liability. Contractor shall maintain commercial general liability insurance with coverage as least as broad as Insurance Services Office form CG 00 01, in an amount not less than **two million dollars (\$2,000,000)** per occurrence, **four million dollars (\$4,000,000)** general aggregate, and **two million dollars (\$2,000,000)** products damage and completed operations aggregate for bodily injury, personal injury and property damage. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds ("the Additional Insureds") under such policies. An endorsement providing completed operations to the Additional Insureds, ISO form CG 20 37, is also required. For construction contracts, an endorsement providing completed operations to the Additional Insureds to the policy, shall be endorsed on each commercial general liability policy issued to Contractor for ten years after completion of the work.
- B. Automobile Liability. Contractor shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than **two million dollars (\$2,000,000)** combined single limit for each accident.
- C. Workers Compensation. Contractor shall maintain Workers' Compensation Insurance (statutory benefits) and Employer's Liability Insurance (with limits of at least **one millions dollars (\$1,000,000)**). Contractor shall submit to City, along with the certificate of insurance, a Waiver of

Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers (unless otherwise approved by the City).

- D. Pollution Coverage. Contractor shall provide a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than **two million dollars (\$2,000,000)** per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- E. Umbrella or Excess Liability: Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than **four million dollars (\$4,000, 000)** that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary liability coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied provides to be uncollectible, in whole or in part for any reason;
  - Pay on behalf of working as opposed to reimbursement;
  - Concurrency of effective dates with primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies with no additional restrictions.
- F. Professional Liability: Design-build contractors shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Agreement, in the minimum amount of **five million dollars (\$5,000,000)** per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- G. Certificates of Insurance. Prior to commencement of any work, Contractor shall provide City with certificates of insurance evidencing that all insurance and/or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by City shall not relieve or decrease any liability of Contractor. The certificates and policies shall provide that thirty (30) days' written notice of any material change, reduction in coverage or cancellation of the insurance policies will be provided to City. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Contractor shall notify City prior to making such changes.
- Such insurance shall include a provision for endorsement naming City, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of City and that any other insurance maintained by City is excess and not contributing insurance with the insurance required hereunder.
- H. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an A.M. Best-assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the City.

- I. **Maintenance of Coverage:** Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants as specified in this contract.
- J. **Proof of Insurance:** Contractor shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. For policies using so-called "blanket" or "automatic insurance" "where required by contract" provisions, contractor must provide a copy of the policy language or the "blanket" endorsement. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current evidence of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- K. **City's Rights of Enforcement:** In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- L. **Acceptable Insurers:** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an A.M. Best-assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the City.
- M. **Waiver of Subrogation:** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- N. **Enforcement of Contract Provisions (non estoppel):** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- O. **Primary and Non-contributory:** For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- P. **Specifications not Limiting:** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- Q. **Severability of Interests:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- R. Notice of Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- S. City's Right to Revise Specifications: The City reserves the right, at any time during the term of the contract, to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.
- T. Self-insured Retentions: Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- U. Timely Notice of Claims: Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- V. Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ARTICLE IX: ACCEPTANCE: Final inspection shall be made by the owner upon receipt of written notice from the Contractor stating that the work is substantially completed and ready for such inspection. The work will be accepted in writing by the Owner when the work is found acceptable under the terms of the Contract and the Contract is fully performed and the work fully completed.

ARTICLE X: FINAL PAYMENT: Final payment shall be made within 35 days after filing the Notice of Completion, provided that the Contract be then fully performed and the work fully completed and duly accepted and also provided that no liens remaining unsatisfied are on file at that time.

The making and acceptance of the Final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens from defects in materials and workmanship or from faulty work appearing after final payment, and of all claims by the Contractor, except those previously made and still unsettled. No payment or certificate issued to the Contractor shall be considered to be an acceptance of any of the work of the Contract.

ARTICLE XI: INDEMNITY: Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE XII: ASSIGNMENT: The contract shall not be assigned or sublet as a whole, by either party without the written consent of the other. The Owner and the Contractor for themselves, their heirs, successors, executors, administrators, agents, representatives, and subcontractors do hereby agree to the full performance of the terms, conditions, provisions, and covenants herein contained.

ARTICLE XIII: ATTORNEY'S FEES: If any legal action, including arbitration, is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court or the Arbitrator, as the case may be, in the same action, or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first hereinabove written.

CITY OF OAKDALE

DRYCO CONSTRUCTION, INC.  
CONTRACTOR

\_\_\_\_\_  
BRYAN WHITEMYER, City Manager

  
\_\_\_\_\_  
Name: ALAN BERGER  
Title: C.O.O.

ATTEST:

\_\_\_\_\_  
KATHY TEIXEIRA, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS HALLINAN, City Attorney

**EXHIBIT A****2020 Slurry Seal Area 2 (#6916731)**

Owner: City of Oakdale, CA

05/07/2020 03:00 PM PDT

Line Item	Item Code	Item Description	UofM	Quantity	Dryco Construction, Inc.	
					Unit Price	Extension
1	1	Type II Slurry Seal	LS	1	\$112,000.00	\$112,000.00
2	2	Striping	LS	1	\$33,390.00	\$33,390.00
<b>Base Bid Total:</b>						<b>\$145,390.00</b>



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

**Date:** June 1, 2020

**To:** Mayor J.R. McCarty and Members of the City Council

**From:** Bryan Whitemyer, City Manager

**Subject:** **Consider a Resolution Approving an MOU between the City of Oakdale and Stanislaus County for Homeless Emergency Aid Program Funding and Authorizing the City Manager to Execute the MOU**

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**I. BACKGROUND**

In December 2018 the Oakdale City Council approved a resolution declaring a shelter crisis pursuant to Chapter 48, Statutes of 2018 and Government Code § 8698.2. With the adoption of this resolution the City of Oakdale became eligible for Homeless Emergency Aid Program (HEAP) Funding.

The City has been awarded \$65,000 in HEAP funds to assist the Oakdale Rescue Mission in making improvements to their Homeless Day Center located at 131 West G. Street, Oakdale, CA 95361. The Oakdale Rescue Mission currently serves the entire homeless population in the City and plans to use the HEAP funds to do the following:

- a. Construct two patio covers with concrete floors in order to provide safe walking and handicap accessible surfaces. Paint the patio covers and house to match. These patio covers will be attached to the house and will be used to create a covered area that will protect the homeless from the sun in the summer and the rain in the winter. The covered area will also be used as a location where clothing and hygiene products could be gathered and distributed.
- b. Construct two pergola type structures in order to provide additional covered areas for members of the homeless population using the site during the day. The covered areas would enable users of the facility to stay out of the rain in the winter and heat in the summer
- c. Replace the garage lounge doors (2 door double garage) and garage door openers. Currently, one door does not function and the other only opens  $\frac{3}{4}$  of the way.
- d. Side yard improvements that includes the installation of a new gate along the alley that will allow users of the facility to pass through to park their bikes and temporary cart storage.



CITY OF OAKDALE  
City Council Resolution (Continued)

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SUBJECT: HEAP Funds MOU with Stanislaus County  
MEETING DATE: June 1, 2020

**II. FISCAL IMPACT**

The entire project will be paid for with HEAP funds. There will be no impact to the City's General Fund.

**III. RECOMMENDATION**

Consider a resolution approving an MOU between the City of Oakdale and Stanislaus County for Homeless Emergency Aid Program Funding and authorizing the City Manager to execute the MOU.

**IV. ATTACHMENTS**

Attachment A: Draft City Council Resolution 2020-\_\_

Attachment B: Memorandum of Understanding



IN THE CITY COUNCIL  
OF THE CITY OF OAKDALE  
STATE OF CALIFORNIA  
CITY COUNCIL RESOLUTION 2020-\_\_\_

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL APPROVING  
AN MOU BETWEEN THE CITY OF OAKDALE AND STANISLUAS COUNTY  
FOR HOMELESS EMERGENCY AID PROGRAM FUNDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU**

**WHEREAS**, in December 2018 the Oakdale City Council approved a resolution declaring a shelter crisis pursuant to Chapter 48, Statutes of 2018 and Government Code § 8698.2; and

**WHEREAS**, with the adoption of this resolution the City of Oakdale became eligible for Homeless Emergency Aid Program (HEAP) Funding, and

**WHEREAS**, the City has been awarded \$65,000 in HEAP funds to assist the Oakdale Rescue Mission in making improvements to their Homeless Day Center located at 131 West G. Street, Oakdale, CA 95361, and

**WHEREAS**, the Oakdale Rescue Mission currently serves the entire homeless population in the City and plans to use the HEAP funds to do the following:

- a. Construct two patio covers with concrete floors in order to provide safe walking and handicap accessible surfaces. Paint the patio covers and house to match. These patio covers will be attached to the house and will be used to create a covered area that will protect the homeless from the sun in the summer and the rain in the winter. The covered area will also be used as a location where clothing and hygiene products could be gathered and distributed.
- b. Construct two pergola type structures in order to provide additional covered areas for members of the homeless population using the site during the day. The covered areas would enable users of the facility to stay out of the rain in the winter and heat in the summer
- c. Replace the garage lounge doors (2 door double garage) and garage door openers. Currently, one door does not function and the other only opens  $\frac{3}{4}$  of the way.
- d. Side yard improvements that includes the installation of a new gate along the alley that will allow users of the facility to pass through to park their bikes and temporary cart storage.



CITY OF OAKDALE  
City Council Resolution 2020-XX

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**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Oakdale does hereby approve a resolution approving an MOU between the City of Oakdale and Stanislaus County for Homeless Emergency Aid Program Funding and authorizing the City Manager to execute the MOU.

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 1st DAY OF JUNE 2020.**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Signed:

---

J.R. McCarty, Mayor

Attest:

---

Rouze Roberts, City Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF STANISLAUS  
AND  
THE CITY OF OAKDALE  
FOR  
HOMELESS EMERGENCY AID PROGRAM FUNDING**

This **MEMORANDUM OF UNDERSTANDING**, entered into this \_\_\_\_ day of September 2019 and is between the County of **Stanislaus (hereinafter referred to as “County”)**, whose address is 1010 10<sup>th</sup> Street, Suite 3400, Modesto CA 95354, and **City of Oakdale (hereinafter referred to as “City”)** whose address is 280 N. Third Avenue, Oakdale, CA 95361.

**WHEREAS**, the State of California has established the Homeless Emergency Aid Program Funding (HEAP), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (State Agency), pursuant to California Health and Safety Code 50210-50215; and

**WHEREAS**, **County** was awarded HEAP Funding on behalf of the Turlock, Modesto/Stanislaus County Continuum of Care on January 10, 2019; and

**WHEREAS**, **County’s** Community Services Agency has been authorized by the **County** Board of Supervisors on February 26, 2019 as the Administrative Entity for the purpose of accepting and administering HEAP Funding; and

**WHEREAS**, **County** shall disburse HEAP Funds to other city projects within Stanislaus County, hereinafter referred to as **Sub-recipients**, pursuant to the terms and conditions identified in the State Agency’s Standard Agreement for award of HEAP Funds, and any other terms and conditions identified herein and identified as Attachment A; and

**WHEREAS**, the Stanislaus Community System of Care (CSOC) has approved the **City** Project identified herein on March 21, 2019.

**NOW THEREFORE**, **County** and the **City** agree as follows:

## ARTICLE I PURPOSE

1. The general purpose of the HEAP Funding is to provide one-time block funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness which may include but are not limited to; services, rental assistance or subsidies, capital improvements, emergency shelters and homeless youth activities.

## ARTICLE II SCOPE OF WORK

1. Project Name: Oakdale Rescue Mission - Homeless Day-Center Improvement Project. Location – 131 West G Street, Oakdale, CA 95361.
2. Population Served: The entire homeless population of the City of Oakdale. The individuals served are primarily single adults, but some of the participants are veterans or disabled.

### 3. Project Description:

This project will help the Oakdale Rescue Mission make significant improvements to the Homeless Day-Center and will allow them to better serve the homeless population of Oakdale. The project will provide additional covered areas that will enable members of the homeless population to gather for meals and other services while providing a location for them to stay out of the rain or cold of the winter and heat of the summer. The project would also create an area where clothing and hygiene products could be gathered and distributed. The Oakdale Rescue Mission currently provides showering and laundry services for the homeless in Oakdale. The proposed covered patios will provide the homeless with a safe and secure location to gather to shower and launder clothing.

### Project Details:

- a. Construct two patio covers with concrete floors in order to provide safe walking and handicap accessible surfaces. Paint the patio covers and house to match. Patio covers will be attached to the house and will be used to create a covered area that will protect the homeless from the elements.
- b. Construct two pergola type structures in order to provide additional covered areas for members of the homeless population using the site

- during the day. The covered areas would enable users of the facility to stay out of the rain in the winter and heat in the summer
- c. Replace the garage lounge doors (2 door double garage) and garage door openers.
  - d. Make side yard improvements that includes the installation of a new gate along the alley that will allow users of the facility to pass through to park their bikes and temporary cart storage.
4. Project Cost: \$65,000. City agrees to use \$65,000 in HEAP funding as set forth in the MOU totally and solely for the cost of construction and materials for the project as identified in Section 3.

### ARTICLE III REPORTING

1. **City** shall provide **County** a report, no later than three (3) months after the date of execution of this MOU, which shall contain the following:
  - a) Project construction schedule.
  - b) Detailed expenditures on the Project including construction contract and amounts.
2. **City** shall provide **County**, no later than November 15, 2019:
  - a) Project construction schedule.
  - b) Detailed expenditures on the Project including construction contract and amounts.
  - c) Unduplicated number of homeless person or persons of imminent risk of homelessness served at Project.
  - d) Number of unsheltered persons becoming sheltered or number of homeless persons entering permanent housing.
3. **City** shall provide **County**, Notification of Completion of Construction of the Project, including final Project costs and expenditures.
4. **City** shall provide **County**, no later than November 15, 2020:
  - a) Unduplicated number of homeless person or persons of imminent risk of homelessness served at Project per month.
  - b) Number of unsheltered persons becoming sheltered or number of homeless persons entering permanent housing since Project construction completion.
5. **City** shall provide **County** any other information or records on Project, as requested, for the purpose of determining compliance with HEAP guidelines and regulations contained in California Health and Safety Code 50210-50215.

### ARTICLE III GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between **County** and **City**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.
2. The governing law of this MOU shall be the law of the State of California. The parties agree that **County** is the sole proper venue for the litigation of all disputes arising out of or relating to this MOU.
3. Communications to **County** shall be directed to:

Stanislaus County, Chief Executive Office  
1010 10th Street, Suite 6800  
Modesto, CA 95354  
(209) 525 - 6333

Communications to **City** shall be directed to:

City of Oakdale  
City Manager's Office  
280 N. Third Avenue,  
Oakdale, CA 95361

### ARTICLE IV TERM

The term of this MOU shall be upon execution through November 1, 2021, or until completion of the work described herein and all reporting required by the State of California is completed, as determined by **County**.

### ARTICLE V INDEMNIFICATION

1. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under or in connection with any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers employees and contractors from and against all claims,

damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this MOU.

**ARTICLE VI  
NON-ASSIGNMENT**

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

**ARTICLE VII  
SEVERABILITY AND SURVIVAL**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE VIII  
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause. Any unexpended HEAP funds received by City shall be returned to County within thirty days of termination of MOU.

**ARTICLE IX  
ENTIRE DOCUMENT**

This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings.

**IN WITNESS WHEREOF**, the parties have caused this MOU to be executed by their duly authorized representatives.

**SIGNATORIES**

\_\_\_\_\_  
Jody Hayes, Chief Executive Officer  
County of Stanislaus

\_\_\_\_\_  
Bryan Whitemeyer, City Manager  
City of Oakdale

\_\_\_\_\_  
Kathy Harwell, Director Community Services Agency  
County of Stanislaus

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel  
Thomas Boze

\_\_\_\_\_  
City Attorney

**ATTACHMENT A**

**Standard Agreement between State of California Business, Consumer Services  
and Housing Agency and Stanislaus County**



Business, Consumer Services and Housing Agency  
Gavin Newsom, Governor | Alexis Podesta, Chair

January 10, 2019

Kathryn Harwell  
Director  
Stanislaus County Community Services Agency  
251 East Hackett Road  
Modesto, CA 95358

**RE: Award Announcement – Turlock, Modesto/Stanislaus County Continuum of Care Agreement #18-HEAP-00048: CA-510 (App#COC-CA-510-H3OGEZ55MR)**

Dear Ms. Harwell:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the Turlock, Modesto/Stanislaus County Continuum of Care (CoC) has been awarded a Homeless Emergency Aid Program (HEAP) grant in the amount of \$7,236,985.95. This letter constitutes notice of the award of HEAP funds for use in the Turlock, Modesto/Stanislaus County CoC region.

The Turlock, Modesto/Stanislaus CoC will receive its full disbursement of funds after the Standard Agreement is fully executed, and the enclosed Request for Funds form has been signed and returned. Please note that the Request for Funds form must be signed at a date at least one day after Stanislaus County Community Services Agency (SCCSA) has signed the Standard Agreement. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement and receipt of HEAP funds by SCCSA.

Please be advised that this award is subject to the terms and conditions of the Standard Agreement, which must be fully executed within 30 calendar days of the date of this award letter. Failure by SCCSA to sign and return the Standard Agreement upon receipt from BCSH within this timeframe may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information, please contact Daniel Castillo, HEAP Grant Manager, at 916-651-2788 or [daniel.castillo@bcsh.ca.gov](mailto:daniel.castillo@bcsh.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Alexis Podesta".

Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency  
Council Chair



# CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency  
Gavin Newsom, Governor | Alexis Podesta, Chair

---

January 10, 2019

Kathryn Harwell  
Director  
Stanislaus County Community Services Agency  
251 East Hackett Road  
Modesto, CA 95358

RE: Turlock, Modesto/Stanislaus County Continuum of Care – 18-HEAP-00048– (App#COC-CA-510-H3OGEZ55MR)

Dear Ms. Harwell:

Congratulations on the Turlock, Modesto/Stanislaus County Continuum of Care Homeless Emergency Aid Program (HEAP) award. Attached is a copy of the HEAP Standard Agreement with Exhibits A through D.

**A. Standard Agreement (STD 213 and Exhibits A through D)**

**STD 213 – Cover page**

**Exhibit A – Authority, Purpose and Scope of Work**

**Exhibit B – Budget Detail and Payment Provisions**

**Exhibit C – Terms and Conditions**

**Exhibit D – Special Terms and Conditions**

**B. For expeditious handling of the contract, please complete the following:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors. Changes to the Agreement will not be accepted unless approved in writing by the Business, Consumer Services and Housing Agency (Agency).
2. Agency has provided four signed copies of the Standard Agreement, STD 213. The Grantee shall counter sign the four copies of the first page of the Standard Agreement, STD 213, and initial the first page of Exhibits A through D.

3. The person(s) authorized in the Authorized Signatory Form must provide an **original signature, printed name, title and date** on the lower left-hand section entitled "Contractor" on each of the four copies of the STD 213, and provide an original initial in the space provided on the cover of each copy of Exhibits A through D
4. The person authorized in the Authorized Signatory Form must provide a printed name, signature, and date on the attached Request for Funds (RFF) form. **The date of the signature must be at least one day after the date of the signed STD 213.**
5. Do not send photo copies of signatures. All must be original signatures with wet ink.
6. Return the four signed copies of the STD 213 with all initialed Exhibits and the signed RFF form **within 30 calendar days** using the enclosed envelope.
7. Insert a signed copy of either the STD 204 or GovtTIN form that was submitted along with application documents.
8. Maintain a complete electronic version of the STD 213 and Exhibits A through D for your pending file. Note: The contract is not effective until it is signed by the Grantee's designated official and the Agency.

The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned within the required 30-day period. Furthermore, no changes may be made to the Standard Agreement or Exhibits A through D without prior written approval from the Agency.

Please accept our best wishes for a successful program. Please contact me at (916) 651-2788 or [Daniel.Castillo@bcsh.ca.gov](mailto:Daniel.Castillo@bcsh.ca.gov) or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or [Lahela.Mattox@bcsh.ca.gov](mailto:Lahela.Mattox@bcsh.ca.gov) if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Daniel Castillo  
Grant Manager

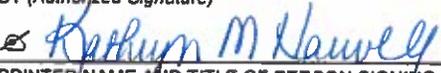
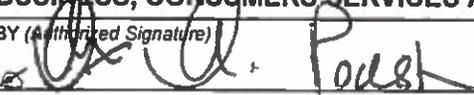
STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>18-HEAP-00048</b>
REGISTRATION NUMBER <b>CA-510</b>

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY**  
 CONTRACTOR'S NAME  
**Stanislaus County Community Services Agency**
- The term of this Agreement is: **Upon BCSH Approval** through **10/31/2021**
- The maximum amount of this Agreement is: **\$ 7,236,985.95**
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	3
Exhibit C - Terms and Conditions	9
Exhibit D - Special Terms and Conditions	1
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>16</b>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Stanislaus County Community Services Agency</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>1/22/19</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathryn M. Harwell, Director</b>		
ADDRESS <b>251 East Hackett Road Modesto, CA 95358</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>1/10/19</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Alexis Podesta, Secretary Business, Consumer Services and Housing Agency</b>		
ADDRESS <b>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</b>		

Exempt per:

**Standard Agreement  
EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**Homeless Emergency Aid Program (HEAP)**

**1. Authority**

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

**2. Purpose**

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

**3. Definitions**

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

**4. Scope of Work**

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:



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- A. Services,
- B. Rental Assistance or Subsidies,
- C. Capital Improvements,
- D. Homeless Youth Set-Aside,
- E. Administrative Costs, and
- F. Other

**5. Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

Business, Consumer Services and Housing Agency  
Attn: Homeless Emergency Aid Program Grant Manager  
915 Capitol Mall, Suite 350-A  
Sacramento, CA 95814

**6. Contractor's Contract Coordinator**

The Contractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor's Contract Coordinator at the following address:

Contractor's Authorized Representative Name:	Kathryn Harwell, Director Stanislaus County Community Services Agency
Address:	251 East Hackett Road Modesto, CA 95358
Phone:	(209) 558-2500
Email:	harwellk@stancounty.com

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**7. Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- B. All HEAP grant funds must be at least fifty percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

**8. Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

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**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Homeless Emergency Aid Program (HEAP)**

**1. Budget Detail**

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 21, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:	\$5,000,000.00
B. Services:	\$ 875,136.65
C. Rental Assistance or Subsidies:	\$ 0.00
D. Homeless Youth Set-Aside:	\$1,000,000.00
E. Administrative Costs:	\$ 361,849.30
F. Other:	\$ 0.00
Total HEAP Award Amount:	\$7,236,985.95

**2. General Conditions Prior to Disbursement**

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (RFF),
- B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and
- C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

**3. Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

- A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
- B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
- C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
- D. One hundred percent of HEAP funds shall be expended by June 30, 2021.



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E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

**4. Disbursement of Funds**

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

**5. Budget Changes**

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

**6. Ineligible Costs**

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

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- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.
- C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

**7. Administrative Costs**

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.

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**TERMS AND CONDITIONS**

**Homeless Emergency Aid Program (HEAP)**

**1. Effective Date, Commencement of Work and Completion Dates**

- A. This Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.
- B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the Subcontractors are required to obligate the funds by the same statutory deadlines. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and received, and no invoices remain outstanding.
- C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

**2. Sufficiency of Funds and Termination**

- A. Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other



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laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**3. Transfers**

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

**4. Contractor's Application for Funds**

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**5. Reporting/Audits**

A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

B. The annual report shall contain a detailed report containing the following:

1. Amounts awarded to subrecipients with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.

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4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the

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audit finding report.

**6. Retention and Inspection of Records**

- A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.
  - 1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**7. Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
  - 1. Contractor's failure to comply with the terms or conditions of this Agreement.
  - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
  - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:
  - 1. Bar the Contractor from applying for future HEAP funds;
  - 2. Revoke any other existing HEAP award(s) to the Contractor;
  - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
  - 4. Require repayment of HEAP funds disbursed and expended under this Agreement;
  - 5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

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6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
  7. Seek such other remedies as may be available under this Agreement or any law.
- C. All remedies available to Agency are cumulative and not exclusive.
- D. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

**8. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

**9. Nondiscrimination**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**10. Conflict of Interest**

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared

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void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Contractor:** Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

**11. Drug-Free Workplace Certification**

**Certification of Compliance:** By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

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1. The dangers of drug abuse in the workplace;
  2. Contractor's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs;  
and,
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
1. Will receive a copy of Contractor's drug-free policy statement, and
  2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

**12. Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**13. Special Conditions – Contractors/Subcontractor**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:
  1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  2. Maintain at least the minimum State-required worker's compensation for those

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- employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
  4. Agree to include all the terms of this Agreement in each subcontract.

**14. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

**15. Inspections**

- A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

**16. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

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- B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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Exhibit D**

**SPECIAL TERMS AND CONDITIONS**

**Homeless Emergency Aid Program (HEAP)**

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.
2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor's HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.
4. Pursuant to the information provided in the Contractor's application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

City of Patterson	Stanislaus County
City of Hughson	City of Riverbank
City of Modesto	City of Turlock
City of Newman	City of Waterford
City of Oakdale	

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

City of Ceres
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BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)  
 915 Capitol Mall, Suite 350-A  
 Sacramento, CA 95814  
 Phone: (916) 653-4090  
 Fax: (916) 653-3813



## HOMELESS EMERGENCY AID PROGRAM REQUEST FOR FUNDS FORM

<b>Contract Number</b>	18-HEAP-00048	<b>Expiration Date:</b>	10/31/2021
<b>Invoice Number</b>	18-HEAP-00048	<b>Contact Person:</b>	Kathryn Harwell
<b>Grantee Name:</b>	Stanislaus County	<b>Contact Person/Title:</b>	Director - Stanislaus County Community Services Agency
<b>Address:</b>	251 East Hackett Road	<b>E-mail:</b>	harwellk@stancounty.com
<b>City:</b>	Modesto	<b>Phone No.:</b>	(208) 558-2500
<b>State &amp; Zip:</b>	CA 95358		

### HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

BUDGET BREAKDOWN		REQUEST
Proposed Activities	Approved Budget	Draw Amount
Services	\$875,136.65	\$875,136.65
Rental Assistance or Subsidies	\$0.00	\$0.00
Capital Improvements	\$5,000,000.00	\$5,000,000.00
Homeless Youth Set-Aside	\$1,000,000.00	\$1,000,000.00
Administrative Costs	\$361,849.30	\$361,849.30
Other: _____	\$0.00	\$0.00
Other: _____	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$7,236,985.95</b>	<b>\$7,236,985.95</b>

#### CERTIFICATION

*\*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

*Kathryn M. Harwell*

Name of Authorized Person



Date:

*Kathryn M. Harwell*

Signature of Authorized Person

1/23/19

Date:

#### BCSH USE ONLY

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Grant Management Representative Signature

Date:

**AGENDA ITEM 12.1:**

**Update on COVID-19 Response in Oakdale.**