

CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA

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

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

Monday, May 2, 2016

7:00 PM

City Council Chambers

THIS MEETING WILL BE TELEVISED OVER COMCAST CHANNEL 7

Welcome to your City of Oakdale City Council meeting.

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

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

- 1. Call to Order 7:00 p.m.
- 2. City Council Members Present/Absent
- 3. Pledge of Allegiance
- 4. Invocation Provided by Kent Roberts, The River Christian Community
- 5. Presentations/Acknowledgements
 - 5.1: Presentation: Proclamation Proclaiming May 2016 "Older Americans Month".
 - 5.2: Presentation: Proclamation Proclaiming May 2016 "National Bike Month".
 - 5.3: Presentation: Proclamation Proclaiming May 15, 2016 through May 21, 2016 as "National Police Week".
 - 5.4: Presentation: Proclamation Proclaiming May 15 through 21, 2016 "Public Works Week".
 - 5.5: Presentation: Oakdale Tourism and Visitors Bureau Annual Report and Budget Update presented by Oakdale Tourism and Visitors Bureau.

Next City Council Resolution: 2016-037 Next Ordinance: 1242

6. Additions/Deletions

7. Public Comments

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

8. Appointment to Boards and Commissions

None Scheduled.

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.6. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

- 9.1: Approve the Regular City Council Meeting Minutes of April 18, 2016.
- 9.2: Receive and File the Warrant List for the period of April 14, 2016 to April 26, 2016.
- 9.3: Waive Readings of Ordinances/Resolutions except by Title.
- 9.4: Authorize the City Manager to execute a contract with Badawi & Associates, Certified Public Accountants for audit services—Resolution 2016-
- 9.5: Grant a special parking permit not to exceed two hours for a flower delivery van for Oakdale Flowers and More in the Central Traffic District—Resolution 2016-
- 9.6: Authorize staff to record the Final Map for Tentative Parcel Map No. 2014-06 Desert Bay Properties, LLC to subdivide a 2.59-acre parcel into four parcels and a remainder parcel located at 666 Hill Road (Assessor Parcel Number 064-002-029)—Resolution 2016-

10. Public Hearings

10.1: Annexation of Territory to the Community Facilities District No. 2007-1 (Public Safety Services) Annexation No. 7. The special tax amount to be charged is as authorized by the original Rate and Method of Apportionment for City of Oakdale Community Facilities District 2007-1 (Public Safety Services). Public Safety Services include, fire services, law enforcement, code enforcement and animal control. Funding will also include the costs of personnel, equipment replacement, maintenance, and professional contract services and services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls and reserves for repair and replacement of facilities, improvements, vehicles and equipment. Notice of Publication published in the Modesto Bee April 23, 2016.

Next City Council Resolution: 2016-037 Next Ordinance: 1242

Recommended Actions:

- Adopt Resolution 2016-____, a resolution of the City Council of the City of Oakdale Annexation of Territory to the City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services), authorizing the levy of special taxes therein and submitting levy of special taxes to qualified elector Annexation No. 7.
- Adopt Resolution 2016-____, a resolution of the City Council of the City of Oakdale, declaring results of Special Annexation Election, determining validity of prior proceedings and directing the recording of a seventh amendment to Notice of Special Tax Lien - Annexation No. 7.
- 10.2: Annexation of Territory to Community Facilities District No. 2015-01 (Maintenance Services) Annexation 1. The special tax amount to be charged is as authorized by the original Rate and Method of Apportionment for City of Oakdale Community Facilities District 2015-01 (Maintenance Services). Maintenance Services include streets, street lights, storm water drainage and landscape maintenance. Funding will also include the costs of personnel, equipment replacement, maintenance, and professional contract services and services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls and reserves for repair and replacement of facilities, improvements, vehicles and equipment. The property owners have voted to approve the annexation. Notice of Publication published in the Modesto Bee April 23, 2016.

Recommended Actions:

- Adopt Resolution 2016-____, a resolution of the City Council of the City of Oakdale, annexation of Community Facilities District No. 2015-01 (Maintenance Services) Annexation 1, authorizing the levy of special taxes therein and submitting levy of special taxes to qualified elector Annexation No. 1.
- Adopt Resolution 2016-____, a resolution of the City Council of the City of Oakdale, declaring results of Special Annexation Election, determining validity of prior proceedings and directing the recording of a first amendment to Notice of Special Tax Lien - Annexation No. 1.

11. Staff Reports

11.1: Consider acceptance of the March 2016 Treasurer's Report by Minute Order.

Recommended Action: Accept by Minute Order the March 2016 Treasurer's Report.

11.2: Oakdale Municipal Airport Update.

Recommended Action: Information Only.

Next City Council Resolution: 2016-037 Next Ordinance: 1242

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

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

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

DECLARATION OF POSTING

I, Kathy Teixeira, City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, May 2, 2016 at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Thursday, April 28, 2016.

Dated: April 28, 2016 /s/Kathy Teixeira

Kathy Teixeira, CMC

City Clerk





by the Mayor of the City of Oakdale

OLDER AMERICANS MONTH MAY 2016

WHEREAS, the City of Oakdale includes a community of older Americans who deserve recognition for their contributions to our nation; and

WHEREAS, the City of Oakdale recognizes that older adults are trailblazers—advocating for themselves, their peers, and their communities—paving the way for future generations; and;

WHEREAS, the City of Oakdale we appreciate the value of inclusion and support in helping older adults successfully contribute to and benefit from their communities; and;

WHEREAS, the Oakdale community can provide opportunities to enrich the lives of individuals of all ages by:

- Promoting and engaging in activity, wellness, and social involvement.
- Emphasizing home and community-based services that support independent living.
- Ensuring community members can benefit from the contributions and experience of older adults.

NOW, THEREFORE, I, Pat Paul, Mayor of the City of Oakdale, do hereby proclaim May 2016 to be Older Americans Month. I urge every resident to take time this month to acknowledge older adults and the people who serve them as powerful and vital individuals who greatly contribute to our community.

Signed this 2nd day of May, 2016.





by the Mayor of the City of Oakdale

NATIONAL BIKE MONTH May 2016

- WHEREAS, bicycle riding has been celebrated as a utilitarian, economical, and environmentally sound mode of transportation since 1956; and
- WHEREAS, the month of May has been designated as National Bike Month by National, State, and local governments, in order to promote greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries, and fatalities; and
- WHEREAS, regular bicycling incorporates a healthy form of exercise into an individual's daily routine and serves to model healthy practices to children and an increasing number of businesses have installed bicycle parking to support employees who commute by bicycle; and
- WHEREAS, the City of Oakdale encourages the increased use of the bicycle, benefiting all citizens by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering exercise; and
- **WHEREAS,** the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users.

NOW, THEREFORE, I, PAT PAUL, Mayor of the City of Oakdale, do hereby recognize the month of May 2016 as National Bike Month, and the week of May 16 through 20, 2016, as Bike to Work Week; and further the Oakdale City Council urges all who support bicycling to participate in the events planned and urges all road users to share the road safely with bicyclists.

Signed this 2nd day of May, 2016.





by the Mayor of the City of Oakdale

NATIONAL POLICE WEEK 2016

- WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Oakdale Police Department; and
- WHEREAS, there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries; and
- WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have been made the ultimate sacrifice and have been killed in the line of duty; and
- WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- WHEREAS,
 252 new names of fallen heroes are being added to the National Law Enforcement
 Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers
 killed in previous years; and
- WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016; and,
- WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15 21, 2016; and
- WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakdale formally designates May 15-21, 2016, as Police Week in Oakdale, California, and publically salutes the service of law enforcement officers in our community and in communities across the nation.

Signed this 2nd day of May, 2016.





by the Mayor of the City of Oakdale

PUBLIC WORKS WEEK MAY 15-21, 2016

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials.

NOW, THEREFORE, I, Pat Paul, Mayor of the City of Oakdale, do hereby proclaim the week of May 15-21, 2016 as

PUBLIC WORKS WEEK

in the City of Oakdale and I call upon call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works professionals make every day to our health, safety, comfort and quality of life.

Signed this 2nd day of May, 2016.



Oakdale Tourism & Visitors Bureau

Pam Dumas, Business Manager Diane Korupp, OTVB Board Treasurer

Revenues

revenues	2016 <u>Budget</u>	2015 <u>Actual</u>
Total funds Special Event Net Income	80,000.00 0.00	78,918.90 0.00
Carryover from Prior YRS	114,831.49	82,274.88
Total Revenues	\$194,831.49	\$161,193.78

Find Your Country Special Event 2016 Budget

Revenues		<u>Expenses</u>	
Vendor Fees (\$150x20)	3,000.00	KAT Country	11,000.00
Concert Tickets (\$15x500)	7,500.00	Printing	3,000.00
Entry Fees contestants		Security	5,000.00
(\$30x30 contestants)	900.00	Print Advertisement	3,000.00
Entry Fees tasters		City fees	700.00
(\$5x500)	2,500.00	Venue	500.00
Sponsorships	12,100.00	Port-a-potties	300.00
Comm. Invest Funds	<u>20,000.00</u>	Alcohol License	200.00
		Int'l Chili Society	400.00
Total Revenues	\$43,000.00	Stage/Lighting	5,000.00
		Dept. of Environ. Res.	500.00
		Cook-Off Prize Money	2,000.00
		Mechanical Bull	800.00
Sponsor Detail		Friday Night concert	15,000.00
OCVB	1,000.00	Saturday Entertainment	800.00
Prime Shine	1,000.00	Misc./Contingency	<u>1,000.00</u>
Anon	250.00		
Still Needed	9,850.00	Total Expenses	\$43,000.00
Total	12,100.00		

Public Market Detail 2015 actual

Revenues

Outside Sponsorship	4,000.00
Space Rentals	9,580.08
Sponsorship	<u>6,227.39</u>

\$19,807.47 **Total Revenue**



Expenses

Printing	467.25
Licenses & Certificates	1,164.00
Advertising	4,590.94
Equipment	956.29
PA Rental	630.00
Non Comp	6,618.00
Vendor fees – City	740.00
Plaza Rental	1,750.00
Supplies	193.60
Gift Cards	125.00
Port-a-potties	1,425.07
Ag taxes	891.62
Plaza Cleaning	248.20
Bank fees	7.50
Total Expenses	\$19,807.47
•	

2016	2015
B <u>udget</u>	<u>Actual</u>
4,500.00	500.00
120.00	114.28
2,300.00	2,237.00
0.00	20.00
1,000.00	647.87
800.00	1,007.50
18,000.00	2,340.00
300.00	48.24
10.00	10.00
1,000.00	0.00
14,400.00	13,800.00
4,800.00	1,600.00
2,520.00	1,965.17
1,500.00	187.00
15,000.00	418.06
25,000.00	7,889.78
20,000.00	0.00
30,000.00	
	0.00
	13,477.39
0.00	100.00
<u>53,581.49</u>	<u>114,831.49</u>
\$194,831.49	\$161,193.78
	Budget 4,500.00 120.00 2,300.00 0.00 1,000.00 800.00 18,000.00 300.00 1,000.00 1,000.00 14,400.00 4,800.00 2,520.00 1,500.00 15,000.00 25,000.00 20,000.00 30,000.00

Notes

- Public Market was passed to an outside party.
- OTVB provided seed money and informational resources to our successor.
- To attract tourists, OTVB is heading up "Find Your Country", an entertainment event and Chili Cook-off 9/30/2016 – 10/1/2016.
- Budget audit will be performed by independent auditor every third cycle.
- ❖ Additional funds budgeted in anticipation of a visitors' center.
- Community Investment Funds include the Plaza Project, Special Events Funding, and Community sponsorship.
- \$20 Legal fees in 2015 were Filing fees with the State of CA.
- \$100 Misc. expense in 2015 was Chocolate Festival deposit.

AGENDA ITEM 9.1:



CITY OF OAKDALE Draft City Council Regular Meeting Minutes

City Council Chambers 277 North Second Avenue Oakdale, California

Monday, April 18, 2016

7:00 PM

City Council Chambers

1. CALL TO ORDER:

Mayor Paul called the meeting to order at 7:10 p.m.

2. CITY COUNCIL MEMBERS PRESENT/ABSENT:

Present: Mayor Paul

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

Staff Present: City Manager Whitemyer

City Attorney Hallinan Finance Director Avila

Public Services Director Clark

Public Workers Superintendent Gravel

Police Chief Jenkins

Recreation Supervisor Royalty

City Clerk Teixeira

Acting Fire Chief Wapnowski

3. PLEDGE OF ALLEGIANCE:

Mayor Paul led the assembly in the Pledge of Allegiance.

4. INVOCATION:

The invocation was provided by Pastor Phil Rohrer, River Oak Grace.

5. REPORT OUT—CLOSED SESSION:

Mayor Paul reported at 6:30 p.m. the City Council had adjourned to, and met in closed session to discuss:

3.1: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Pursuant to Government Code Section 54956.9(a)] Geske v. City of Oakdale, Stanislaus County Superior Court Case No. 2004690

Mayor Paul advised City Attorney Hallinan would report out the action taken by the City Council during closed session.



Monday, April 18, 2016

Next City Council Resolution: 2016-027

City Council Chambers

Next Ordinance: 1242

City Attorney Hallinan reported in the matter of Geske v. City of Oakdale, a resolution has been reached. The central terms of which without accepting any liability in exchange for complete dismissal of the case the City has agreed to pay the sum of \$85,000.

6. PRESENTATIONS/ACKNOWLEDGEMENTS:

5.1: Presentation: Focus on Prevention

Bill O'Brien, Stanislaus County Board of Supervisors provided the introduction to the Focus on Prevention Presentation.

Rueben Imperial, Community Development & Empowerment Manager, Stanislaus County provided a PowerPoint Presentation on the "Focus on Prevention" program with involvement of Stewardship Council Members Cindy Duenas and Marvin Jacobo.

7. ADDITIONS/DELETIONS:

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

8. PUBLIC COMMENTS:

No public comments were received by the City Council.

9. APPOINTMENT TO BOARDS AND COMMISSIONS:

None scheduled.

10. CITY COUNCIL CONSENT AGENDA:

Mayor Paul asked whether there were any questions on any matter listed on the Consent Agenda. There were none.

- 10.1: Approve the Regular City Council Meeting Minutes of April 4, 2016.
- 10.2: Receive and File the Warrant List for the period of March 31, 2016 to April 13, 2016.
- 10.3: Waive Readings of Ordinances/Resolutions except by Title.
- 10.4: Adopt Resolution 2016-027 approving an amended Employment Contract with the City Manager.
- 10.5: Adopt Resolution 2016-028 declaring intent to annex territory to the City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) Annexation No. 7 and to authorize the levy of special taxes therein (Annexation No. 7).



Monday, April 18, 2016

Next City Council Resolution: 2016-027

City Council Chambers

Next Ordinance: 1242

10.6: Adopt Resolution 2016-029 declaring intent to annex territory to the City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) Annexation 1 and to authorize the levy of special taxes.

MOTION

Moved by Council Member McCarty, seconded by Mayor Pro Tem Dunlop and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

11. PUBLIC HEARINGS:

None scheduled.

12. STAFF REPORTS:

12.1: Consider approving by Minute Order City Co-sponsorship of the Special Events Application submitted by Courtney Smith to hold a Farmers Market on North Third Avenue on a weekly basis, Wednesdays from May 4, 2016 to September 28, 2016.

City Clerk Teixeira presented the staff report recommending the City Council approve by Minute Order City Co-sponsorship of the Special Events Application submitted by Courtney Smith to hold a Farmers Market on North Third Avenue on a weekly basis, Wednesdays from May 4, 2016 to September 28, 2016.

Public Comment:

Courtney Smith, Applicant of the Oakdale Farmers Market Special Events Application

MOTION

To approve by Minute Order City Co-sponsorship of the Special Events Application submitted by Courtney Smith to hold a Farmers Market on North Third Avenue on a weekly basis, Wednesdays from May 4, 2016 to September 28, 2016.

Moved by Council Member Bairos, seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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



City Council Chambers Monday, April 18, 2016 Next City Council Resolution: 2016-027 Next Ordinance: 1242

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

Consider a Resolution of the City of Oakdale City Council authorizing revisions of the Park Reservation Policy and Procedures.

Parks Supervisor Royalty presented the staff report advising the new Kerr Park Reservation Policy and Application will replace the current Park Reservation Policy and Procedures. Staff is recommending the City Council approve and authorize the recommended revisions of the Park Reservation Policy and Procedures.

MOTION

To adopt Resolution 2016-030, a resolution of the City of Oakdale City Council authorizing revisions of the Park Reservation Policy and Procedures.

Moved by Council Member Murdoch, seconded by Council Member Bairos and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

Consider a Resolution of the City of Oakdale City Council authorizing the City Manager to execute an agreement with Mead & Hunt, Inc. for a Wildlife Hazard Assessment in the amount of \$70,039.50, to be funded from Federal Aviation Administration Grant Funds and Aviation Fund 628.

Public Services Director Clark presented the staff report recommending the City Council adopt the resolution contained in the staff report authorizing the City Manager to execute an agreement with Mead & Hunt, Inc. for a Wildlife Hazard Assessment in the amount of \$70,039.50, to be funded from Federal Aviation Administration Grant Funds and Aviation Fund 628.

MOTION

To adopt Resolution 2016-031, a resolution of the City of Oakdale City Council authorizing the City Manager to execute an agreement with Mead & Hunt, Inc. for a Wildlife Hazard Assessment in the amount of \$70.039.50, to be funded from Federal Aviation Administration Grant Funds and Aviation Fund 628.

Moved by Council Member McCarty, seconded by Mayor Pro Tem Dunlop and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:



Monday, April 18, 2016

Next City Council Resolution: 2016-027

City Council Chambers

Next Ordinance: 1242

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

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

12.4: Consider a Resolution of the City of Oakdale City Council approving a proposal by JB Anderson Planning for Special Planning Services relating to Senate Bill 5 and appropriating \$10,600 from the General Fund.

Public Services Director Clark presented the staff report recommending the City Council adopt the resolution contained in the staff report approving a proposal by JB Anderson Planning for Special Planning Services relating to Senate Bill 5 and appropriating \$10,600 from the General Fund.

MOTION

To adopt Resolution 2016-032, a resolution of the City of Oakdale City Council approving a proposal by JB Anderson Planning for Special Planning Services relating to Senate Bill 5 and appropriating \$10,600 from the General Fund.

Moved by Council Member Murdoch, seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

12.5: Consider a Resolution of the City of Oakdale City Council authorizing the City Manager to apply for a grant from the San Joaquin Valley Air Pollution Control District for purchase of electric vehicles through the Public Benefit Grants Program.

Public Services Director Clark presented the staff report recommending the City Council adopt the resolution contained in the staff report authorize the City Manager to apply for a grant from the San Joaquin Valley Air Pollution Control District for purchase of electric vehicles through the Public Benefit Grants Program.

MOTION

To adopt Resolution 2016-033, a resolution of the City of Oakdale City Council authorizing the City Manager to apply for a grant from the San Joaquin Valley Air Pollution Control District for purchase of electric vehicles through the Public Benefit Grants Program.



Monday, April 18, 2016

Next City Council Resolution: 2016-027

City Council Chambers

Next Ordinance: 1242

Moved by Council Member McCarty, seconded by Council Member Murdoch and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

12.6: Consider a Resolution of the City of Oakdale City Council extending the Watersmart Software Service Agreement for water conservation software services for one year at a cost of \$48,713 with two optional years of service at \$46,498 each to be paid from the Water Enterprise Fund 625.

Public Services Director Clark presented the staff report recommending the City Council adopt the resolution contained in the staff report extending the Watersmart Software Service Agreement for water conservation software services for one year at a cost of \$48,713 with two optional years of service at \$46,498 each to be paid from the Water Enterprise Fund 625.

MOTION

To adopt Resolution 2016-034, a resolution of the City of Oakdale City Council extending the Watersmart Software Service Agreement for water conservation software services for one year at a cost of \$48,713 with two optional years of service at \$46,498 each to be paid from the Water Enterprise Fund 625.

Moved by Mayor Pro Tem Dunlop, seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

12.7: Consider a Resolution of the City of Oakdale City Council amending the City of Oakdale Fund Balance Reserve Policy to increase the required reserve in the General Fund and Enterprise Funds from 20% to 40%.

City Manager Whitemyer provided a comprehensive staff report recommending the City Council adopt the resolution contained in the staff report amending the City of Oakdale Fund Balance Reserve Policy to increase the required reserve in the General Fund and Enterprise Funds from 20% to 40%.



Monday, April 18, 2016

Next City Council Resolution: 2016-027

City Council Chambers

Next Ordinance: 1242

MOTION

To adopt Resolution 2016-035, a resolution of the City of Oakdale City Council amending the City of Oakdale Fund Balance Reserve Policy to increase the required reserve in the General Fund and Enterprise Funds from 20% to 40%.

Moved by Council Member McCarty, seconded Mayor Pro Tem Dunlop by and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

12.8: Consider a Resolution of the City of Oakdale City Council approving the Stanislaus Council of Governments 2016 Regional Transportation Measure Expenditure Plan.

A PowerPoint Presentation was provided.

City Manager Whitemyer provided a comprehensive staff report recommending the City approve the 2016 Transportation Expenditure Plan.

MOTION

To adopt Resolution 2016-036, a resolution of the City of Oakdale City Council approving the 2016 Transportation Expenditure Plan.

Moved by Mayor Pro Tem Dunlop, seconded by Council Member McCarty and PASSED AND ADOPTED this 18th day of April 2016, by the following vote:

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

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

13. CITY MANAGER'S REPORT:

13.1: April 2016 Department Reports

City Manager Whitemyer reminded the City Council that departmental reports demonstrating the work that is being done in all City departments has been provided in the City Council packet.



Monday, April 18, 2016

Next City Council Resolution: 2016-027

City Council Chambers

Next Ordinance: 1242

14. CITY COUNCIL ITEMS:

Council Member McCarty reminded those in attendance volunteers are still needed for Love Oakdale which is this Saturday, April 23. The event will kick off at 8:00 a.m. in Wood Park, breakfast will be available as well as a dental clinic provided by Dr. Albertoni. Love Oakdale concludes at 1:00 p.m.

Mayor Paul encouraged individuals to participate in Relay for Life. Relay for Life begins Saturday at 9:00 a.m. and continues all day and all day Sunday at the High School.

Council Member Bairos reported walk-in registration for Oakdale Soccer League will be held from 9:00 a.m. to 12:00 p.m. on Saturday, April 23 at TL Davis Sports Park.

15. ADJOURNMENT:

There being no further business, Mayor Paul adjourned the meeting at 8:49 p.m.								
ATTEST:	APPROVED:							
K. H. T. i. OMO								
Kathy Teixeira, CMC	Pat Paul							
City Clerk	Mayor							

PROGRAM: GM350L

AGENDA ITEM 9.2: PAGE 1 A/P CHECKS BY PERIOD AND YEAR

FROM 04/14/2016 TO 04/26/2016

City of Oakdale BANK CODE CHECK CHECK

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	:	TRN DATE	DESCRIPTION				TRN AMOUNT
04/15/2016		A & A PORTABLES	1470				50.95
626-4169-4	45.42-10	02/29/2016	TEMP FENCING	1-644697		08/2016	50.95
04/15/2016	135639	A SIMPLE SOLUTION	727				112.61
622-4152-4		04/01/2016	COMMUNICATIONS	6005		10/2016	56.30
625-4160-4	45.25-03	04/01/2016	COMMUNICATIONS	6005	160052	10/2016	56.31
04/15/2016	135640	ABS DIRECT, INC.	504				4,588.29
622-4153-4	44.25-03	03/31/2016	MONTHLY UTILITY BILLING	103554		10/2016	679.72
625-4161-4	45.25-03	03/31/2016	MONTHLY UTILITY BILLING	103554		10/2016	679.72
622-4153-4	44.29-00	03/31/2016	MONTHLY UTILITY BILLING	103554		10/2016	1,601.93
625-4161-4		03/31/2016	MONTHLY UTILITY BILLING	103554		10/2016	1,601.92
627-4170-4	46.29-00	03/31/2016	MONTHLY UTILITY BILLING	103554		10/2016	25.00
04/15/2016	135641	AIRMERGENCY	1445				188.00
217-7240-4		04/13/2016	ICE MACHINE MAINTENANCE	3889		10/2016	188.00
04/15/2016	135642	ALHAMBRA	6				69.80
622-4151-4		03/09/2016	LAB H2O	4934286		09/2016	69.80
04/15/2016	135643	ALPHA ANALYTICAL LABORATO	ORIES 1469				252.00
622-4152-4		04/07/2016	PUBLIC WORKS SERVICES	6041275-SFL	160045	10/2016	39.00
622-4152-4		04/08/2016	PUBLIC WORKS SERVICES	6041358-SFL		10/2016	213.00
04/15/2016	135644	ANIMAL CARE EQUIPMENT & S	SERVIC 9999999				229.45
110-2161-4		04/07/2016	ANIMAL SUPPLIES	43404		10/2016	229.45
04/15/2016	135645	ANIMAL DAMAGE MANAGEMENT	999999				495.00
110-7210-4		03/27/2016	GOPHER CONTROL	88575		09/2016	247.50
627-4170-4		03/27/2016	GOPHER CONTROL	88575		09/2016	247.50
04/15/2016	135646	AT&T	942				384.58
110-2110-4	21.20-03	04/01/2016	TELEPHONE	8310001719697		09/2016	384.58
04/15/2016	135647	AT&T	1070				37.82
625-4160-4	45.20-01	04/01/2016	TELEPHONE	248134-87506048		09/2016	4.53
625-4160-4	45.20-03	04/07/2016	TELEPHONE	238841-10807716		09/2016	33.29
04/15/2016	135648	BAY ALARM COMPANY	1443				90.00
622-4151-4	44.25-03	03/15/2016	CONTRACT SERVICES	12811674		09/2016	90.00
04/15/2016	135649	CASEY RECORDS MANAGEMENT	340				190.80
625-4161-4		04/01/2016	QUARTERLY SHREDDING	1007781		10/2016	95.40
622-4153-4	44.25-03	04/01/2016	QUARTERLY SHREDDING	1007781		10/2016	95.40
04/15/2016	135650	CHURCHWELL WHITE LLP	1329				12,077.19
110-1610-4		03/22/2016	LEGAL SERVICES	20468-20471		08/2016	11,210.19
720-3110-4		03/22/2016	LEGAL SERVICES	20468-20471		08/2016	336.00
625-4160-4	45.25-03	03/22/2016	LEGAL SERVICES	20468-20471		08/2016	147.00

A/P CHECKS BY PERIOD AND YEAR

city of bandard	_		11(011 01/11/2010 10 01/2	0/2010		Dinvic CODE	0.0
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ACCOUNT #		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
			LEGAL SERVICES				
04/15/2016		CRESCENT SUPPLY CO	59				107.60
110-2110-421. 110-2110-421.		01/08/2016 04/05/2016	UNIFORM PANTS CAPS UNIFORM	043086 043693		08/2016 10/2016	53.80 53.80
		, ,					
04/15/2016 1 525-1910-419		DATAPATH	1315	121624	160175		10,291.00
		04/08/2016	DATA PROCESSING SOFTWARE	131634	1601/5		3,865.00
525-1910-419		03/31/2016	TECH SUPPORT	131497		09/2016	4,370.00
525-1910-419.		04/11/2016	TECH SUPPORT	131652		10/2016	1,306.00
525-1910-419.	.25-03	04/01/2016	TECH SUPPORT	131559		10/2016	750.00
04/15/2016		DEPARTMENT OF CONSERVATION				/	2,033.97
220-0000-210.		04/01/2016	QUARTERLY REPORTS	OCT-DEC 2015		08/2016	537.28
220-0000-210.	.02-00	04/01/2016	SMIP QUARTERLY	JAN-MAR 2016		09/2016	1,496.69
04/15/2016		DON'S MOBILE GLASS	926				240.00
625-4160-445.		03/24/2016	REPAIRS	IMOD160788		09/2016	40.00
625-4160-445.		03/24/2016	REPAIRS	IMOD160771		09/2016	40.00
625-4160-445.	.27-06	03/24/2016	REPAIRS	IMOD160769		09/2016	40.00
622-4152-444.		03/24/2016	REPAIRS	IMOD160767		09/2016	40.00
110-7210-472.		03/24/2016	REPAIRS	IMOD160766		09/2016	40.00
110-7210-472.	.27-06	03/24/2016	REPAIRS	IMOD160772		09/2016	40.00
04/15/2016		DONLEE PUMP	414				247.50
110-7210-472.	.27-06	03/11/2016	SERVICE CALL	78144		09/2016	49.50
110-2110-421.	.27-04	03/11/2016	SERVICE CALL	78144		09/2016	49.50
622-4152-444.	.27-06	03/11/2016	SERVICE CALL	78144		09/2016	49.50
625-4160-445.	.27-06	03/11/2016	SERVICE CALL	78144		09/2016	49.50
220-3130-433.	.27-06	03/11/2016	SERVICE CALL	78144		09/2016	49.50
04/15/2016	135656	EXPRESS SERVICES, INC.	1235				9,546.09
110-7210-472.	.13-00	03/16/2016	PERSONNEL, TEMPORARY	17059512-8	160037	09/2016	4,138.67
110-7210-472.	.13-00	03/30/2016	PERSONNEL, TEMPORARY	17115661-5	160037	09/2016	3,672.40
220-3130-433.	.12-00	03/16/2016	TEMP WORKER	17059464-2		09/2016	798.66
220-3130-433	.12-00	03/09/2016	TEMP WORKER	17032308-3		09/2016	936.36
04/15/2016	135657	FIRST CHOICE INDUSTRIAL S	SUPPLY 1428				125.72
625-4160-445.		03/14/2016	SAFETY GEAR	035192		09/2016	16.98
110-4120-442		03/08/2016	SAFETY GEAR	035115A		09/2016	108.74
04/15/2016 1	135658	FRANKLIN, NANCY	970				161.50
218-7240-472		04/06/2016	INSTRUCTOR PAYMENT	FRANKLIN, N		09/2016	161.50
04/15/2016	135659	FRED STEP	999999				100.00
744-7240-472		04/13/2016	SC ENTERTAINMENT	STEP, F		10/2016	100.00
04/15/2016	135660	G & K - SERVICES	1430				471.58
622-4151-444		02/26/2016	UNIFORM SERVICES	1057234670		08/2016	50.55
110-7210-472		03/25/2016	UNIFORM SERVICES UNIFORM SERVICES	1057245352		09/2016	43.33
110-/210-4/2.	.∠5-16	03/23/2010	UNIFORM SERVICES	100/24000		03/2010	43.33

A/P CHECKS BY PERIOD AND YEAR

PAGE

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,	city of Oa	Kuale		FROM 04/14/2016 10 04/26	0/2016		BANK CODE	0.0
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	ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE PC) #	PER/YEAR	TRN AMOUNT
	110-4120	-442 25-16	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	20.01
		-445.25-16	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	42.76
		-444.25-16	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	41.70
		-443.25-16	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	38.31
		-433.25-16	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	3.73
		-472.25-16	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	18.23
		-441.27-06	03/25/2016	UNIFORM SERVICES	1057245352		09/2016	2.28
		-472.25-16	03/25/2016	UNIFORM SERVICES	1057245353		09/2016	8.48
		-444.25-16	03/18/2016	UNIFORM SERVICES	1057242661		09/2016	50.55
		-444.25-16	03/25/2016	UNIFORM SERVICES	1057245350		09/2016	50.55
	622-4151	-444.25-16	03/11/2016	UNIFORM SERVICES	1057240012		09/2016	50.55
	622-4151	-444.25-16	04/01/2016	UNIFORM SERVICES	1057248015		10/2016	50.55
	04/15/2016	135661	GALLAGHER BENEFIT SERVICE	S, IN 1494				1,250.00
		-419.25-03	04/07/2016	MISC PROFESSIONAL SERVICE	89815 16	50036	10/2016	1,250.00
	04/15/0016	125660	CTI HON COLTD WAGER MANAGE	IMPINITE OC				126 620 00
	04/15/2016		GILTON SOLID WASTE MANAGE		MADGII 2016		00/2016	136,639.80
		-999.25-03	04/07/2016	REFUSE MONIES COLLECTED	MARCH 2016		09/2016	155,292.95
	110-1910	-302.04-01	04/07/2016	REFUSE MONIES COLLECTED	MARCH 2016		09/2016	18,653.15-
	04/15/2016	135663	GLADNEY, VERN	555555				129.11
		-246.03-03	04/07/2016	REIMBURSEMENT FOR PURCH	GLADNEY, V		10/2016	129.11
	04/15/2016		GROVER LANDSCAPE SERVICES					535.61
	286-6230	-476.24-07	03/17/2016	RE SEED	0242524		09/2016	535.61
	04/15/2016	135665	GUN ACCESSORY SUPPLY	110				39.65
		-421.27-04	01/11/2016		FFF0416		08/2016	39.65
	110-2110	-421.27-04	01/11/2016	SUPPLIES	5550416		06/2016	39.65
	04/15/2016	135666	HAIDLEN FORD-MERCURY	111				76.47
		-421.27-04	03/30/2016	MAINTENANCE	5018373		09/2016	76.47
							,	
	04/15/2016	135667	HARD DRIVE GRAPHICS	999999				41.94
	110-2110	-421.33-02	04/06/2016	CAPS SHIRTS	13760		10/2016	41.94
	04/15/0016	125660	HEDDEDA CHIDLEY	1220				100.00
	04/15/2016		HERRERA, SHIRLEY	1238	11000003 0		00/0016	192.00
	218-7240	-472.25-03	04/06/2016	INSTRUCTOR PAYMENT	HERRERA, S		09/2016	192.00
	04/15/2016	135669	HILLYARD	1162				.00
		-472.24-02	03/16/2016	JANITORIAL SUPPLIES	700227574		09/2016	217.02
		-472.24-02	03/16/2016	JANITORIAL SUPPLIES	700227574		10/2016	217.02-
	04/15/2016		IBARRA, JESUS M.	777777				600.00
	218-0000	-204.06-00	04/06/2016	DEPOSIT REFUND	IBARRA, J		10/2016	600.00
	04/15/2016	135671	J.B. ANDERSON LAND USE PL	ANNIN 1437				6,517.50
		-432.25-03	04/01/2016	PLANNING SERVICES	040116HE		09/2016	110.00
		-431.25-03	04/01/2016	PLANNING SERVICES	040116HE 040116EF		09/2016	1,045.00
		-431.23-03	04/01/2016	PLANNING SERVICES PLANNING SERVICES	040116EF 040116GP		09/2016	5,362.50
	220-3110	±31.13-00	04/01/2010	T DVINITING SHIKATCES	Offitoge		07/2010	3,302.30
	04/15/2016	135672	KNITTEL, AMY	777777				600.00
		-204.06-00	04/11/2016	DEPOSIT REFUND	KNITTEL, A		10/2016	600.00
	0000		- ,,		,		- /	- 30.00

A/P CHECKS BY PERIOD AND YEAR

PAGE PROGRAM: GM350L City of Oakdale FROM 04/14/2016 TO 04/26/2016 BANK CODE 00

CILY OF Oak	uale		FROM 04/14/2016 10 04/20	0/2016		BANK CODE	00
CHECK DATE		VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
04/15/2016	135673	KNORR SYSTEMS INC.	142				1,021.75
	472.27-07	03/28/2016	POOL MAINTENANCE	SI177674		09/2016	149.60
217-7230-	472.25-03	03/31/2016	GROUNDS MAINTENANCE	SI178316	160032	09/2016	721.00
217-7230-	472.27-07	03/30/2016	POOL MAINTENANCE	SI177756		09/2016	56.76
217-7230-	472.27-07	03/29/2016	POOL MAINTENANCE	SI177715		09/2016	94.39
04/15/2016	135674	KUBWATER RESOURCES INC.	1230				7,580.32
622-4151-		03/30/2016	PUBLIC WORKS SERVICES	05625		09/2016	3,790.16
622-4151-	444.24-02	02/18/2016	PUBLIC WORKS SERVICES	05539	160043	08/2016	3,790.16
04/15/2016	135675	LATAPIE, ALEX MURPHY	5555555			10/0016	276.48
110-2160-		04/13/2016	REIMBURSEMENT FOR UNIFORM	LATAPIE, A		10/2016	138.24
110-2161-	421.27-06	04/13/2016	REIMBURSEMENT FOR UNIFORM	LATAPIE, A		10/2016	138.24
04/15/2016		MCR ENGINEERING INC.	158				35,033.00
720-3110-		02/29/2016	MISC PROFESSIONAL SERVICE	11531		09/2016	1,980.00
	445.42-10	02/29/2016	ARCHITECT-ENGINEER	11577		09/2016	580.00
	443.42-04	02/29/2016	ARCHITECT-ENGINEER	11542	160167	09/2016	220.00
357-4199-		11/30/2015	ENGINEERING SERVICES	11359		08/2016	183.60
	443.42-06	11/30/2015 10/31/2015	ENGINEERING SERVICES	11359		08/2016	496.40
	419.41-04 445.41-05	01/31/2016	ENGINEERING SERVICES ARCHITECT-ENGINEER	11299 11482	150170	08/2016 07/2016	2,820.00 668.00
	419.25-03	01/31/2016	ARCHITECT-ENGINEER ARCHITECT-ENGINEER	11488		07/2016	6,862.50
	419.25-03	12/31/2015	ARCHITECT-ENGINEER	11453		06/2016	5,580.00
110-1910-		11/30/2015	ARCHITECT-ENGINEER	11362		06/2016	8,390.00
628-4170-		02/29/2016	ARCHITECT-ENGINEER	11572		09/2016	1,100.00
	444.41-02	02/29/2016	ARCHITECT-ENGINEER	11574		09/2016	2,535.00
	419.25-03	02/29/2016	ARCHITECT-ENGINEER	11576		09/2016	3,617.50
04/15/2016	135677	MID	161				19,187.38
622-4151-	444.20-01	03/29/2016	ELECTRIC	25000938632		09/2016	2,301.61
	476.20-01	03/29/2016	ELECTRIC	26000331769		09/2016	21.91
	445.20-01	03/29/2016	ELECTRIC	26000045613		09/2016	130.48
	444.20-01	03/29/2016	ELECTRIC	26000767735		09/2016	79.87
	444.20-01	03/29/2016	ELECTRIC	25000663848		09/2016	665.49
622-4151-	444.20-01	04/07/2016	ELECTRIC	26001547758		09/2016	15,988.02
04/15/2016	135678	MID VALLEY AG SERVICE INC					608.91
	472.27-06	02/24/2016	MISC.SUPPLIES	1281566		08/2016	202.97
	445.27-06	02/24/2016	MISC.SUPPLIES	1281566		08/2016	202.97
622-4152-	444.27-06	02/24/2016	MISC.SUPPLIES	1281566		08/2016	202.97
04/15/2016	135679	MUNICIPAL MAINTENANCE EQU					.00
	444.27-06	03/15/2016	VAC TRUCK	0108554-IN		09/2016	488.82
622-4152-	444.27-06	03/15/2016	VAC TRUCK	0108554-IN		10/2016	488.82-
04/15/2016	135680	MY OFFICE PRODUCTS	1337				314.72
110-1310-		04/06/2016	OFFICE SUPPLIES	WO-10515202-1		10/2016	30.31
622-4153-	444.27-06	04/06/2016	OFFICE SUPPLIES	WO-10515202-1		10/2016	30.31

A/P CHECKS BY PERIOD AND YEAR

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PREPARED 04/27/2016, 12:48:27 PROGRAM: GM350L City of Oakdale FROM 04/14/2016 TO 04/26/2016 BANK CODE 00

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625-4161-	445.27-06	04/06/2016	OFFICE SUPPLIES	WO-10515202-1		10/2016	30.30
110-1310-	413.27-06	04/01/2016	OFFICE SUPPLIES	WO-10499910-1		10/2016	74.60
	444.27-06	04/01/2016	OFFICE SUPPLIES	WO-10499910-1		10/2016	74.60
	445.27-06	04/01/2016	OFFICE SUPPLIES	WO-10499910-1		10/2016	74.60
04/15/2016	135681	NATIONAL METER & AUTAOMAT	ION 686				5,298.78
, ,	140.00-00	02/15/2016	BOX	S1068694.001		08/2016	5,298.78
04/15/2016	135682	O'REILLY AUTOMOTIVE STORE	S, IN 62				810.54
110-7210-	472.27-06	03/24/2016	MISC MAINTENANCE SUPPLIES	2721-130653		09/2016	25.04
622-4152-	444.27-06	03/28/2016	MISC MAINTENANCE SUPPLIES	2721-131598		09/2016	25.97
110-2110-	421.27-04	03/28/2016	MISC MAINTENANCE SUPPLIES	2721-131569		09/2016	50.27
110-4140-	443.27-06	03/29/2016	MISC MAINTENANCE SUPPLIES	2721-131877		09/2016	206.51
	421.27-04	03/22/2016	MISC. SUPPLIES	2721-129951		09/2016	13.00
	444.27-06	03/18/2016	RADIATOR	2721-128771		09/2016	227.02
	421.27-04	03/22/2016	MISC. PARTS	2721-129922		09/2016	262.73
04/15/2016	135683	OAK VALLEY HOSPITAL	191				425.00
	421.25-06	01/26/2016	PRE EMPLOYMENT	CL0000004150		08/2016	40.00
	421.25-06	01/26/2016	PRE EMPLOYMENT	CL0000001150		08/2016	75.00
	421.25-06	02/26/2016	PRE EMPLOYMENT	CL0000004150		08/2016	75.00
	445.25-03	02/20/2016	DOT EXAM	CL0000004150		08/2016	37.50
	444.25-03	02/10/2016	DOT EXAM	CL0000004150		08/2016	37.50
	444.25-03	02/18/2016	DOT EXAM	CL0000004150		08/2016	75.00
	444.25-03	02/04/2016	DOT EXAM	CL0000004150		08/2016	75.00
625-4160-	445.25-03	01/13/2016	DOT EXAM	CL0000004150		08/2016	10.00
04/15/2016	135684	OAKDALE FEED & SEED	200				722.26
	246.35-00	03/31/2016	MAINTENANCE SUPPLIES	282619		09/2016	181.91
284-6210-	476.27-06	03/23/2016	TUFF TURF MIX	281190		09/2016	270.18
110-7210-	472.27-06	03/23/2016	TUFF TURF MIX	281190		09/2016	270.17
04/15/2016	135685	OAKDALE LOCKSMITH	207				102.22
110-2110-	421.27-04	04/05/2016	REKEYING	25267		10/2016	102.22
04/15/2016	135686	OAKDALE SOROPTISMIST	888888				400.00
218-0000-	204.05-00	04/06/2016	DEPOSIT REFUND	OAKDALE SOROPT		10/2016	400.00
04/15/2016	135687	ON STAR PEST CONTROL	217				87.00
	472.25-03	04/05/2016	BUILDING MAINTENANCE	102597	160026	10/2016	87.00
04/15/2016	135688	OPERATING ENGINEERS TRUST	FUND 218				4,039.00
110-0000-	219.11-02	04/07/2016	BENEFITS	APRIL 2016		10/2016	4,039.00
04/15/2016	135689	OVIVO USA, LLC.	1515				4,541.25
	444.25-03	03/22/2016	PUBLIC WORKS SERVICES	8468176	160166	09/2016	4,541.25
022-4131-	444.40-03	03/22/2010	LODITC MOKVO SEKATORS	04001/0	TOOTOO	U3/ZUIO	4,041.20
04/15/2016	135690	PG&E	226				24,834.97
625-4160-	445.20-01	03/30/2016	ELECTRIC	70558644897		09/2016	761.21
	421.20-01	03/30/2016	ELECTRIC	80341943068		09/2016	890.68
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A/P CHECKS BY PERIOD AND YEAR

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
219-4110-	441.20-01	03/30/2016	ELECTRIC	74909432291		09/2016	218.44
	431.20-01	03/30/2016	ELECTRIC	74909432291		09/2016	218.43
	472.20-01	03/31/2016	ELECTRIC	21489565081		09/2016	1,246.75
	426.20-01	03/30/2016	ELECTRIC	71657627262		09/2016	417.20
	472.20-01	03/30/2016	ELECTRIC	60758610988		09/2016	968.80
	472.20 01	04/01/2016	ELECTRIC	21072898444		09/2016	272.86
	476.20-01	03/30/2016	ELECTRIC	12835667473		09/2016	368.70
	426.20-01	03/30/2016	ELECTRIC	48213775637		09/2016	443.13
	447.20-01	03/31/2016	ELECTRIC	41595816467		09/2016	788.69
	421.20-01	04/05/2016	ELECTRIC	96788309357		09/2016	94.63
	445.20-01	04/04/2016	ELECTRIC	60775846904		09/2016	18,145.45
023-4100-	445.20-01	04/04/2010	EDECIRIC	00773040304		09/2010	10,143.43
04/15/2016	135691	PORT OF STOCKTON	999999				100.00
622-4150-	444.25-03	09/18/2015	PARTNERSHIP DUES	2015-010		08/2016	100.00
04/15/2016	135692	RELAY FOR LIFE OAKDALE	777777				400.00
	204.06-00	04/11/2016	DEPOSIT REFUND	RELAY FOR LIFE		10/2016	400.00
210 0000	201100 00	01/11/2010				10/2010	100.00
04/15/2016	135693	SAFE-T-LITE OF MODESTO	255				381.74
110-0000-	140.00-00	03/17/2016	SAFETY	323535		09/2016	381.74
04/15/2016	135694	SEEGER'S PRINTING	261				311.04
, ,	472.27-06	03/23/2016	SWIM LESSON/POOL FLYER	0120189-IN		09/2016	311.01
210 7230	172.27 00	03/23/2010	SWIFT BESSON, FOOL TEILER	0120109 110		03/2010	311.01
04/15/2016	135695	SEIFEL CONSULTING INC.	1015				3,955.49
363-9091-	490.25-03	03/23/2016	DISCLOSURE REPORTS	11941		09/2016	3,955.49
04/15/2016	135696	SIERRA VISTA CONGREGATION	OF 8888888				400 00
	204.05-00	04/06/2016	DEPOSIT REFUND	SVCJW		10/2016	400.00 400.00
218-0000-	204.05-00	04/06/2016	DEPOSII REFUND	SVCUW		10/2016	400.00
04/15/2016	135697	SKILLPATH SEMINARS	9999999				199.00
622-4153-	444.16-02	04/05/2016	TRAINING	11165426		10/2016	99.50
	445.16-02	04/05/2016	TRAINING	11165426		10/2016	99.50
04/15/0016	125600	SOLAR CITY	000000				202.00
04/15/2016	135698	04/04/2016	9999999 PERMIT REFUND (CANCELLED)	2015-499		10/2016	203.89 202.89
	210.01-00	04/04/2016	PERMIT REFUND (CANCELLED)	2015-499		10/2016	1.00
220-0000-	210.01-00	04/04/2016	PERMIT REFOND (CANCELLED)	2015-499		10/2016	1.00
04/15/2016	135699	SOUTHERN COUNTIES FUELS	1182				3,017.27
	217.00-00	03/29/2016	FUEL	0559209-IN		09/2016	131.76
110-0000-	218.00-00	03/29/2016	FUEL	0559209-IN		09/2016	36.00
110-0000-	218.00-00	03/29/2016	FUEL	0559209-IN		09/2016	52.52-
	217.00-00	03/29/2016	FUEL	0559209-IN		09/2016	48.60
	218.00-00	03/29/2016	FUEL	0559209-IN		09/2016	45.00
	218.00-00	03/29/2016	FUEL	0559209-IN		09/2016	35.63-
	140.00-00	03/29/2016	AUTOMOTIVE	0559209-IN		09/2016	1,902.27
	140.00-00	03/29/2016	AUTOMOTIVE	0559209-IN		09/2016	396.39
	445.27-06	03/11/2016	FUEL	0546617-IN		09/2016	545.40
04/15/2016	135700	STANISLAUS COUNTY	275				4,115.00
220-3130-	433.25-03	03/29/2016	INSPECTION SERVICES	46200		08/2016	3,675.00

A/P CHECKS BY PERIOD AND YEAR

City of Oakdale		FROM 04/14/2016 TO 04/2	6/2016		BANK CODE	00
CUECK CUECK		VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
		PLAN CHECK SERVICES				
04/15/2016 135701	STANISLAUS COUNTY AUDITOR	CONT 9999999				32,929.90
220-0000-203.00-00	04/08/2016	COUNTY DEVELOPER FEES	JAN - MAR 2016		09/2016	32,929.90
04/15/2016 135702	STANISLAUS FOUNDATION	1368				1,826.31
510-1910-419.36-01	04/12/2016	DENTAL BENEFITS	38663		10/2016	445.31
510-1910-419.36-01	04/05/2016	BENEFITS	38640		10/2016 10/2016	1,381.00
04/15/2016 135703	STAPLES BUSINESS ADVANTAG					339.54
110-1110-411.27-01	03/20/2016	OFFICE SUPPLIES	3296779023		09/2016	6.16
110-1120-411.27-01	03/20/2016	OFFICE SUPPLIES	3296779023 3296779023		09/2016	12.49
110-1910-419.27-01	03/20/2016	OFFICE SUPPLIES	3296779023		09/2016	19.44
219-4110-441.27-01	03/31/2016	OFFICE SUPPLIES	3297746224		09/2016	38.56
110-1210-412.27-01	03/20/2016	OFFICE SUPPLIES	3296779024		09/2016	48.55
110-1210-412.27-01		OFFICE SUPPLIES	3296779021		09/2016	93.24
110-1210-412.27-01	03/19/2016	OFFICE SUPPLIES	3296701820		09/2016	4.85
110-1210-412.27-01	03/19/2016	OFFICE SUPPLIES	3296701818		09/2016	6.80
110-1210-412.27-01	03/25/2016	OFFICE SUPPLIES	3297087253		09/2016	3.31
110-1210-412.27-01	03/22/2016	OFFICE SUPPLIES	3296822230		09/2016 09/2016 09/2016 09/2016 09/2016 09/2016 09/2016 09/2016 09/2016	106.14
04/15/2016 135704	START	1000				219.00
110-0000-205.00-00		FARES COLLECTED	MARCH 2016		09/2016	219.00
04/15/2016 135705	STEVES CHEVROLET-BUICK	278				404.73
110-2110-421.27-04	03/14/2016	MAINTENANCE	121489		09/2016	404.73
04/15/2016 135706	SWIFT LAWN & GARDEN	1328				2,105.97
284-6210-476.24-07	03/14/2016	MISC. SERVICES	4461		09/2016	2,105.97
04/15/2016 135707	TEAMSTERS LOCAL 948	888888				400.00
218-0000-204.05-00	04/11/2016	DEPOSIT REFUND	TEAMSTERS LOC		10/2016	400.00
04/15/2016 135708	THE PARKS GROUP	1172				535.51
110-2110-421.27-04	THE PARKS GROUP 01/11/2016	PARKING CITATION BOOKS	37634		08/2016	535.51
04/15/2016 135709	TROMBETTA ELECTRICS DISTR	RIBUTO 291				.00
110-4140-443.27-06	03/22/2016	MISC. ELECTRICAL SUPPLIES	144122		09/2016	235.43
110-4140-443.27-06	03/21/2016	MISC. ELECTRICAL SUPPLIES MISC. ELECTRICAL SUPPLIES MISC. ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES MISC. ELECTRICAL SUPPLIES	144080		09/2016 09/2016 09/2016	419.43
110-4142-426.27-06	03/15/2016	MISC. ELECTRICAL SUPPLIES	143858		09/2016	241.05
110-4142-426.27-06	03/28/2016	ELECTRICAL SUPPLIES	144322		09/2016	507.73
110-4142-426.27-06	03/15/2016	MISC. ELECTRICAL SUPPLIES	143858		10/2016	241.05-
110-4140-443.27-06	03/21/2016	MISC. ELECTRICAL SUPPLIES	144080		10/2016	419.43-
110-4140-443.27-06	03/22/2016	MISC. ELECTRICAL SUPPLIES	144122		10/2016	235.43-
110-4142-426.27-06	03/28/2016	ELECTRICAL SUPPLIES	144322		10/2016	507.73-
04/15/2016 135710	UNKE, INC.	1518				358.01
110-7210-472.27-06	02/21/2016	ROAD BASE	UN-4092		08/2016	358.01
04/15/2016 135711	US BANK	301				5,500.00
790-8270-474.25-03	02/25/2016	BOND ADMIN FEES	4224294		08/2016	550.00
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A/P CHECKS BY PERIOD AND YEAR

City of Oa	ікаате		FROM 04/14/2016 TO 04/2	6/2016		BANK CODE	00
CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
791-8270	-474.25-03	02/25/2016	BOND ADMIN FEES	4224260		08/2016	550.00
		02/25/2016	BOND ADMIN FEES	4224234		08/2016	550.00
	-474.25-03	02/25/2016	BOND ADMIN FEES	4224253		08/2016	733.33
	-474.25-03	02/25/2016	BOND ADMIN FEES	4224253		08/2016	733.33
	-474.25-03	02/25/2016	BOND ADMIN FEES	4224253		08/2016	733.34
	0-419.25-03	03/25/2016	BOND ADMIN	4250302		09/2016	1,650.00
467-1910	1-419.25-03	03/25/2016	BOND ADMIN	4250302		09/2016	1,650.00
04/15/2016		VELLA, LISA	1102			/	252.00
218-7240	0-472.25-03	04/06/2016	INSTRUCTOR PAYMENT	VELLA, L		09/2016	252.00
04/15/2016		VERIZON	308				2,510.71
110-2110	-421.20-04	03/26/2016	TELEPHONES	870628391-00001		09/2016	70.58
110-2110	-421.20-03	03/26/2016	TELEPHONES	372078107-00002		09/2016	532.16
625-4160	-445.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	538.23
	-444.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	19.04
	-442.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	76.09
	-443.25-03	03/26/2016	TELEPHONES	570624185-00001		09/2016	86.21
	-444.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	460.68
	-444.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	368.21
	-441.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	35.24
	0-433.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	59.58
	-445.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	76.02
	2-444.20-04	03/26/2016	TELEPHONES	570624185-00001		09/2016	76.02
	-444.27-06	03/26/2016	EQUIPMENT REPLACEMENT	570624185-00001		09/2016	75.10
	-445.27-06	03/26/2016	EQUIPMENT REPLACEMENT	570624185-00001		09/2016	18.77
622-4152	2-444.27-06	03/26/2016	EQUIPMENT REPLACEMENT	570624185-00001		09/2016	18.78
04/15/2016		VICTORIOUS PRODUCTIONS	1257				630.00
270-1910	-419.25-03	03/23/2016	TELEVISION EQUIPMENT/ACCE	23216	160144	09/2016	630.00
04/15/2016	135715	YOSEMITE CHAPTER OF ICC	999999				125.00
220-3130	-433.16-05	04/06/2016	SYSTEMS TRAINING	4/19/16		10/2016	125.00
04/15/2016	135716	ZOOM IMAGING SOLUTIONS IN	NC. 679				.00
	-431.23-00	03/28/2016	COPIER LEASE	1615457		09/2016	165.93
	-441.23-00	03/28/2016	COPIER LEASE	1615457		09/2016	165.93
	-431.23-00	03/28/2016	COPIER LEASE	1615457		10/2016	165.93-
	0-441.23-00	03/28/2016	COPIER LEASE	1615457		10/2016	165.93-
219-4110	7-441.23-00	03/28/2016	COPIER LEASE	101545/		10/2016	105.93-
04/15/2016	135717	HILLYARD	1162				37.00
110-7213	-472.24-02	03/16/2016	JANITORIAL SUPPLIES	700227574		10/2016	37.00
04/15/2016	135718	MUNICIPAL MAINTENANCE EOU	JIPMEN 173				268.66
	-444.27-06	03/30/2016	VAC TRUCK	0108972-IN		10/2016	268.66
04/15/2016	125710		OTDITTO 201				1 160 50
04/15/2016		TROMBETTA ELECTRICS DISTR		144000		10/2016	1,162.59
	0-443.27-06	04/15/2016	MISC. ELECTRICAL SUPPLIES	144080		10/2016	419.43
	-443.27-06	04/15/2016	MISC. ELECTRICAL SUPPLIES	144122		10/2016	235.43
110-4142	2-426.27-06	04/15/2016	ELECTRICAL SUPPLIES	144322		10/2016	507.73
04/15/2016	135720	ZOOM IMAGING SOLUTIONS IN	NC. 679				331.95
220-3110	-431.23-00	03/28/2016	COPIER LEASE	1615457		10/2016	165.98
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A/P CHECKS BY PERIOD AND YEAR

PAGE PROGRAM: GM350L FROM 04/14/2016 TO 04/26/2016 City of Oakdale BANK CODE 00

City of Oak	dale		F.ROM	04/14/2016 TO 04/	26/2016	BANK CODE	00
CHECK DATE		VENDOR NAME	VE	NDOR #		 	CHECK AMOUNT
ACCOUNT		TRN DATE	DESCRIP	TION	INVOICE		
219-4110-4	141.23-00	03/28/2016	COPIER		1615457	 10/2016	165.97
04/21/2016		CALIFORNIA STATE DISBURSE		1361			301.84
110-0000-2	219.19-00	04/22/2016	PAYROLL	SUMMARY	20160422	10/2016	301.84
04/21/2016 110-0000-2		COLONIAL PROCESSING CENTE		1059	20160422	10/2016	111.60
	219.17-00	04/22/2016	PAIROLL	SUMMARY	20160422	10/2016	111.60
04/21/2016	135723	OPERATING ENGINEERS LOCAL		219			1,694.50
110-0000-2	219.08-00	04/22/2016	PAYROLL	SUMMARY	20160422	10/2016	1,694.50
04/21/2016	135724	UNITED WAY OF STANISLAUS		299			7.00
110-0000-2		04/22/2016	PAYROLL	SUMMARY	20160422	10/2016	7.00
04/25/2016	135725	SKILLPATH SEMINARS	9	999999			1,312.06
110-1310-4	413.16-02	04/15/2016	TRAININ	G CLASSES	5127464	10/2016	437.35
622-4153-4	444.16-02	04/15/2016	TRAININ	G CLASSES	5127464	10/2016	437.35
625-4161-4	445.16-02	04/15/2016	TRAININ	G CLASSES	5127464	10/2016	437.36
04/25/2016	135726	U.S. BANK		978			32,905.89
270-1910-4	419.25-03	03/22/2016	LIVESTR	EAM	03222016	09/2016	49.00
110-1310-4	413.27-06	03/22/2016	AMAZON		03222016	09/2016	223.78-
110-1310-4		03/22/2016	AMAZON		03222016	09/2016	204.15
110-2110-4		03/22/2016	COMCAST		03222016	09/2016	170.53
110-1910-4		03/22/2016	COMCAST		03222016	09/2016	106.06
627-4170-4		03/22/2016	AYERA		03222016	09/2016	199.00
622-4151-4		03/22/2016	AYERA		03222016	09/2016	199.00
622-4151-4		03/22/2016	AYERA		03222016	09/2016	199.00
110-1210-4		03/22/2016		OF OFFICE FILES	03222016	09/2016	3,165.00
110-1910-4		03/22/2016	WIX		03222016	09/2016	4.99
110-1910-4		03/22/2016		UAL SUB	03222016	09/2016	149.00
110-1910-4		03/22/2016		AIN NAME	03222016	09/2016	14.95
110-1110-4		03/22/2016		P CREDIT	03222016	09/2016	479.00-
110-2110-4		03/22/2016		P CREDIT	03222016	09/2016	479.00-
110-1110-4		03/22/2016		ESSORIES	03222016	09/2016	92.52
110-1010-4		03/22/2016	USPS		03222016	09/2016	49.00
110-1010-4		03/22/2016	STAPLES		03222016	09/2016	13.97
110-1910-4		03/22/2016		VALLEY AWARDS	03222016	09/2016	9.46
219-4110-4		03/22/2016		OOD (ORAL BOARD)	03222016	09/2016	77.96
219-4110-4		03/22/2016 03/22/2016	OAKDALE	E (ORAL BOARD)	03222016	09/2016	15.20
217-7230-4					03222016	09/2016	93.47
217-7240-4		03/22/2016	OAKDALE		03222016	09/2016	8.10
217-7240-4 217-7230-4		03/22/2016 03/22/2016	OAKDALE OAKDALE		03222016 03222016	09/2016 09/2016	17.28 44.05
217-7230-4		03/22/2016	OAKDALE		03222016	09/2016	54.04
217-7230-4		03/22/2016	OAKDALE		03222016	09/2016	31.05
110-7213-4		03/22/2016	MY FLUK		03222016	09/2016	198.19
217-7240-4		03/22/2016	OAKDALE		03222016	09/2016	12.94
217-7240-4		03/22/2016	OAKDALE		03222016	09/2016	8.08
110-7213-4		03/22/2016	MAGENTO		03222016	09/2016	25.80
TTO-12T3=1	1,2,24-02	03/22/2010	1.147 TIN 1 O		0 2 2 2 0 1 0	07/2010	23.00

A/P CHECKS BY PERIOD AND YEAR

•	city of oanda.	10		11011 01/	11/2010 10 01/20/	2010		Dimit COD	
	CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR	#				CHECK AMOUNT
	ACCOUNT #		TRN DATE	DESCRIPTION		INVOICE	PO #	PER/YEAR	TRN AMOUNT
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	34.25
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	7.45
	217-7230-472		03/22/2016	OAKDALE ACE		03222016		09/2016	17.29
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	24.83
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	.54
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	15.09
	217-7260-472		03/22/2016	OAKDALE ACE		03222016		09/2016	25.94
	217-7270-472		03/22/2016	OAKDALE LOCI		03222016		09/2016	6.49
	110-7213-472		03/22/2016	CONLIN'S		03222016		09/2016	27.03-
	110-2161-42		03/22/2016	OAKDALE ACE		03222016		09/2016	15.09
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	32.28
	110-7213-472		03/22/2016	OAKDALE ACE		03222016		09/2016	9.93
	217-7230-472		03/22/2016	OAKDALE ACE		03222016		09/2016	293.04
	217-7230-472		03/22/2016	OAKDALE ACE		03222016		09/2016	11.87
	217-7260-472		03/22/2016	O'REILLYS		03222016		09/2016	7.02
	217-7240-472		03/22/2016	OAKDALE ACE		03222016		09/2016	10.80
	110-7213-472		03/22/2016	OAKDALE ACE OAKDALE ACE		03222016		09/2016	28.09
	110-7213-472		03/22/2016	OAKDALE ACE OAKDALE ACE		03222016		09/2016	20.17
	110-7213-472		03/22/2016	OAKDALE ACE OAKDALE ACE		03222016		09/2016	.65-
									12.95
	217-7240-472		03/22/2016	O'REILLYS		03222016		09/2016	
	217-7230-472		03/22/2016 03/22/2016	OAKDALE ACE		03222016		09/2016	6.46
	217-7230-472			OAKDALE ACE		03222016		09/2016	111.60
	217-7230-472		03/22/2016	OAKDALE ACE		03222016		09/2016	21.61
	217-7230-472		03/22/2016	HOME DEPOT		03222016		09/2016	18.53
	217-7230-472		03/22/2016	AMAZON		03222016		09/2016	29.60
	217-7230-472		03/22/2016	AMAZON		03222016		09/2016	28.92
	217-7230-472		03/22/2016	AMAZON		03222016		09/2016	177.45
	744-7240-472		03/22/2016	BELLA TOURS		03222016		09/2016	100.00
	744-7240-472		03/22/2016	AMAZON		03222016		09/2016	4.98
	744-7240-472		03/22/2016	POSITIVE PRO		03222016		09/2016	239.73
	218-7220-472		03/22/2016	USPS		03222016		09/2016	29.40
	744-7240-472		03/22/2016	EASY CANVAS		03222016		09/2016	108.14
	217-7240-472		03/22/2016	FLUSH OUT		03222016		09/2016	460.00
	744-7240-472		03/22/2016	LOWES		03222016		09/2016	63.22
	744-7240-472		03/22/2016	SMART & FINA		03222016		09/2016	81.70
	744-7240-472		03/22/2016	HOBBY LOBBY		03222016		09/2016	57.68
	217-7240-472		03/22/2016	WESTURF NUR	SERY	03222016		09/2016	219.23
	110-7213-472		03/22/2016	HOME DEPOT		03222016		09/2016	100.03
	744-7240-472		03/22/2016	MICHAELS		03222016		09/2016	15.46
	110-7213-472		03/22/2016	AMAZON		03222016		09/2016	74.26
	625-4160-44		03/22/2016	AWWA		03222016		09/2016	135.00
	622-4152-444		03/22/2016	CWEA		03222016		09/2016	164.00
	622-4152-444		03/22/2016	FRED PRYOR		03222016		09/2016	99.00
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	622-4151-444		03/22/2016	OFFICE SUPP		03222016		09/2016	277.87
	622-4152-444		03/22/2016	MICROSOFT E		03222016		09/2016	79.00
	625-4160-44		03/22/2016		FIFIED CLASS	03222016		09/2016	1,150.00
	267-3140-432		03/22/2016	PARKING		03222016		09/2016	2.00
	220-3110-43		03/22/2016	ARC		03222016		09/2016	78.75
	625-4160-44	5.27-06	03/22/2016	RADIO SHACK		03222016		09/2016	44.31

A/P CHECKS BY PERIOD AND YEAR

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ACCOUNT # TEN DATE DESCRIPTION INVOICE PO # FER/YEAR TEN MOONT 110-7210-472.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 7.75 110-7210-472.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 2.8-6.06 120-2410-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 2.8-6.06 123-3410-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 1.1-86 123-3410-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 1.1-86 110-4140-443.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 1.1-86 110-4140-443.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 7.5-66 110-4140-443.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 7.5-66 124-4169-445.41-05 03/22/2016 OAMBALE ACE 01222016 09/2016 7.5-66 124-4169-445.41-05 03/22/2016 OAMBALE ACE 01222016 09/2016 62-4-86 124-4169-445.41-05 03/22/2016 OAMBALE ACE 01222016 09/2016 69.16 124-4169-445.41-05 03/22/2016 OAMBALE ACE 01222016 09/2016 69.16 125-4160-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 12.9-17 125-4160-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 13.2-4 125-4160-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 14.0-9 126-44-169-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 14.0-9 126-44-169-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 14.0-9 126-24-160-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 14.0-9 126-24-160-445.27-06 03/22/2016 OAMBALE ACE 01222016 09/2016 14.0-9 120-720-747.27-06 03/22/2016	CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
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110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 93.79 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.74 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 105.92 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 185.98 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 33.43 110-7210-472.27-06 03/22/2016 CONLIN 03222016 09/2016 92.41 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE FEED & SEED	03222016		09/2016	216.14
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.74 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 105.92 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 185.98 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 33.43 110-7210-472.27-06 03/22/2016 CONLIN 03222016 09/2016 92.41 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	93.79
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 185.92 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 185.98 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 33.43 110-7210-472.27-06 03/22/2016 CONLIN 03222016 09/2016 92.41 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 31.91 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	36.74
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 185.98 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 33.43 110-7210-472.27-06 03/22/2016 CONLIN 03222016 09/2016 92.41 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	105.92
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 33.43 110-7210-472.27-06 03/22/2016 CONLIN 03222016 09/2016 92.41 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	185.98
110-7210-472.27-06 03/22/2016 CONLIN 03222016 09/2016 92.41 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	33.43
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	CONLIN	03222016		09/2016	92.41
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 54.05 110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	54.05
110-7210-472.27-06 03/22/2016 TRACTOR SUPPLY 03222016 09/2016 91.90 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	54.05
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 41.71 110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	TRACTOR SUPPLY	03222016		09/2016	91.90
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 36.97	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	41.71
	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	36.97
110-7210-472.27-06 03/22/2016 OAKDALE ACE 03222016 09/2016 21.61	110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	21.61
110-7210-472.25-03 03/22/2016 ANDERSON TREE 03222016 09/2016 300.00	110-7210	-472.25-03	03/22/2016	ANDERSON TREE	03222016		09/2016	300.00
110-7210-472.27-06 03/22/2016 EWING IRRIGATION 03222016 09/2016 1.516.36	110-7210	-472.27-06	03/22/2016	EWING IRRIGATION	03222016		09/2016	1,516.36
110-7210-472.25-03 03/22/2016 HOME DEPOT 03222016 09/2016 350.00	110-7210	-472.25-03	03/22/2016	HOME DEPOT	03222016		09/2016	350.00
110-7210-472.25-03 03/22/2016 HOME DEPOT 03222016 09/2016 237.08-	110-7210	-472.25-03	03/22/2016	HOME DEPOT	03222016		09/2016	237.08-
625-4160-445.27-06 03/22/2016 DOLLAR TREE 03222016 09/2016 27.03	625-4160	-445.27-06	03/22/2016	DOLLAR TREE	03222016		09/2016	27.03

A/P CHECKS BY PERIOD AND YEAR

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT	#	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
624-4169-	-445.41-05	03/22/2016	WESTURF NURSERY			09/2016	51.27
624-4169-	-445.41-05	03/22/2016	HOME DEPOT	03222016		09/2016	143.60
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	87.28
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	31.33
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	62.63
625-4160-	-445.27-06	03/22/2016	BEST BUY	03222016		09/2016	139.87
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	27.52
625-4160-	-445.27-06	03/22/2016	FASTENAL	03222016		09/2016	43.23
625-4160-	-445.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	711.01
625-4160-	-445.27-06	03/22/2016	SHERWIN WILLIAM	03222016		09/2016	526.26
625-4160-	-445.27-06	03/22/2016	FASTENAL	03222016		09/2016	34.58
625-4160-	-445.27-06	03/22/2016	TRACTOR SUPPLY	03222016		09/2016	32.39
624-4169-	-445.41-05	03/22/2016	OAKDALE ACE	03222016		09/2016	129.59
624-4169-	-445.41-05	03/22/2016	BARNES WELDING	03222016		09/2016	226.91
625-4160-	-445.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	183.37
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	60.04
625-4160-	-445.27-06	03/22/2016	KELLY MOORE	03222016		09/2016	162.36
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	75.19
625-4160-	-445.27-06	03/22/2016	TRACTOR SUPPLY	03222016		09/2016	92.97
625-4160-	-445.27-06	03/22/2016	BUTTES CENTER STATE	03222016		09/2016	396.47
625-4160-	-445.27-06	03/22/2016	BUTTES CENTER STATE	03222016		09/2016	1.83-
625-4160-	-445.16-02	03/22/2016	CRWA	03222016		09/2016	750.00
622-4152-	-444.27-06	03/22/2016	COKER	03222016		09/2016	298.14
110-4140-	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	49.72
622-4151-	-444.41-03	03/22/2016	HOME DEPOT	03222016		09/2016	169.99
622-4151-	-444.24-02	03/22/2016	O RING STORE	03222016		09/2016	113.44
622-4151-	444.16-02	03/22/2016	PARKING	03222016		09/2016	8.00
622-4151-	-444.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	374.89
110-4140-	443.26-01	03/22/2016	7 ELEVEN	03222016		09/2016	4.32
110-4140-	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	15.13
110-4140-	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	17.28
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	8.09
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	10.79
110-7210-	472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	23.29
110-4140-	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	22.79
110-4140-	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	33.41
110-4140-	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	5.15
622-4151-	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	194.87
622-4151-	444.16-02	03/22/2016	PARKING (TRAINING)	03222016		09/2016	8.00
110-7210-	472.27-06	03/22/2016	TRANSMATIC AUTOMOTIVE	03222016		09/2016	150.56
110-7210-	-472.27-06	03/22/2016	TRANSMATIC AUTOMOTIVE	03222016		09/2016	1,601.90
622-4152-	-444.27-06	03/22/2016	AMAZON	03222016		09/2016	23.94
625-4160-	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	81.08
622-4152-	-444.27-06	03/22/2016	OAKDALE AUTO RECYCLERS	03222016		09/2016	100.00
622-4152-	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	15.69
110-2110-	-421.24-03	03/22/2016	AMAZON	03222016		09/2016	108.94
110-2110-	-421.24-03	03/22/2016	LES SCHWAB	03222016		09/2016	56.25
219-4110-	441.27-06	03/22/2016	BEST BUY	03222016		09/2016	96.84
628-4170-	-446.25-03	03/22/2016	INTERVIEW PANEL LUNCH	03222016		09/2016	44.56
110-7210-	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	18.78

A/P CHECKS BY PERIOD AND YEAR

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT		TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	37 83
	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	54.05
110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	34.98
110-7210	-472.27-06	03/22/2016	OAKDALE ACE OAKDALE ACE TRACTOR SUPPLY	03222016		09/2016 09/2016 09/2016	108.10
110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	15.13
110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016 09/2016 09/2016	60.79
110-7210	-472.27-06	03/22/2016	CONLIN SUPPLY	03222016		09/2016	216.21
110-7210	-472.27-06	03/22/2016	OAKDALE ACE OAKDALE ACE CONLIN SUPPLY OAKDALE ACE OAKDALE ACE CONLIN SUPPLY OAKDALE ACE	03222016		09/2016	34.82
110-7210	-472.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	26.89
110-7210	-472.27-06	03/22/2016	CONLIN SUPPLY	03222016		09/2016	43.23
625-4160	-445.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	45.35
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	102.66
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	30.66
	-443.16-02	03/22/2016	PARKING TRAINING	03222016		09/2016	8.00
	-443.27-06	03/22/2016	TRACTOR SUPPLY	03222016		09/2016	78.91
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	2.15
	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	7.61
	-443.27-06	03/22/2016	HARBOR FREIGHTS	03222016		09/2016	77.46
	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	110.27
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	36.19
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	32.41
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	32.43
	-443.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	76.83
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	46.47
	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	5.10
	-443.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	17.29
	-443.27-06	03/22/2016	CHEVRON	03222016		09/2016	7.28 65.43
	-445.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	
	-445.27-06 -445.27-06	03/22/2016 03/22/2016	OAKDALE ACE HOME DEPOT	03222016 03222016		09/2016 09/2016	75.41 180.00
	-444.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	35.40
	-444.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	33.34
	-445.41-05	03/22/2016	OAKDALE ACE	03222016		09/2016	22.13
	-444.27-06	03/22/2016	WILLE ELECTRIC	03222016		09/2016	42.02
	-444.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	296.86
	-444.27-06	03/22/2016	SHERWIN WILLIAMS	03222016		09/2016	338.09
	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	8.61
	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	143.38
	-444.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	241.41
	-444.27-06	03/22/2016	MY SAFETY SIGN	03222016		09/2016	27.80
	-444.29-00	03/22/2016	USPS	03222016		09/2016	49.00
	-444.27-06	03/22/2016	STAPLES	03222016		09/2016	105.19
	-444.27-06	03/22/2016	HOME DEPOT	03222016		09/2016	41.68
	-444.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	19.43
	-444.27-06	03/22/2016	USA BLUEBOOK	03222016		09/2016	149.20
	-444.27-06	03/22/2016	HACH COMPANY TRACTOR SUPPLY	03222016		09/2016	267.89
622-4151	-444.27-06	03/22/2016	TRACTOR SUPPLY	03222016		09/2016	12.95
622-4151	-444.16-05	03/22/2016	CWEA	03222016		09/2016	164.00
622-4151	-444.27-06	03/22/2016	BEST BUY	03222016		09/2016	150.65
622-4151	-444.27-01	03/22/2016	STAPLES	03222016		09/2016	208.77

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DATE RANGE TOTAL *

393,350.31 *

	CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
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	622-4151-44	14.27-06	03/22/2016	O'REILLYS	03222016		09/2016	105.93
	110-2110-42	21.16-02	03/22/2016	SCPOA	03222016		09/2016	300.00
	110-2110-42	21.16-02	03/22/2016	SHELL	03222016		09/2016	44.00
	110-2110-42	21.16-02	03/22/2016	UNITED PACIFIC	03222016		09/2016	36.00
	110-2110-42	21.16-02	03/22/2016	CASTLE B INC.	03222016		09/2016	36.75
	110-2130-42	21.33-11	03/22/2016	LYNN PEAVEY	03222016		09/2016	210.79
	110-2160-42	21.27-06	03/22/2016	OAKDALE ACE	03222016		09/2016	25.91
	110-0000-24	16.35-00	03/22/2016	PIONEER EQUINE HOS	03222016		09/2016	326.00
	110-0000-24	16.35-00	03/22/2016	ESCALON FEED & SUPPLY	03222016		09/2016	244.00
	110-2110-42	21.27-01	03/22/2016	OFFICE DEPOT	03222016		09/2016	378.43
	110-2110-42	21.27-01	03/22/2016	AMAZON	03222016		09/2016	213.47
	110-2110-42	21.27-01	03/22/2016	MY CHOICE SOFTWARE	03222016		09/2016	168.79
	743-2110-42	21.25-03	03/22/2016	EMBRACE PET INS.	03222016		09/2016	58.81
	743-2110-42	21.25-03	03/22/2016	EMBRACE PET INS.	03222016		09/2016	55.87
	110-2110-42	21.27-01	03/22/2016	THOMSON REUTERS	03222016		09/2016	96.99
	110-2140-42	21.32-02	03/22/2016	STARBUCKS (INTERVIEWS)	03222016		09/2016	14.40
	110-2110-42	21.16-02	03/22/2016	DOUBLE TREE (TRAINING)	03222016		09/2016	931.40
	110-2110-42	21.27-01	03/22/2016	OFFICE DEPOT	03222016		09/2016	116.73
	110-2110-42	21.27-01	03/22/2016	OFFICE DEPOT	03222016		09/2016	246.46
	110-2110-42	21.27-01	03/22/2016	THE PARKS GROUP	03222016		09/2016	121.10
	110-2140-42	21.32-02	03/22/2016	OAKDALE ACE	03222016		09/2016	69.35
	110-2110-42	21.16-02	03/22/2016	HARLEY DAVIDSON (TRAINING	03222016		09/2016	258.00
	110-2110-42	21.16-03	03/22/2016	FOUR POINTS (TRAINING)	03222016		09/2016	411.00
	110-2110-42	21.27-01	03/22/2016	KMART	03222016		09/2016	10.80
	110-2110-42	21.27-01	03/22/2016	WALGREENS	03222016		09/2016	10.02
	110-2110-42	21.26-01	03/22/2016	FRUIT YARD (FUEL)	03222016		09/2016	7.36
	110-2110-42	21.26-01	03/22/2016	CHEVRON (TRAINING)	03222016		09/2016	42.07
	110-2110-42	21.27-04	03/22/2016	BOTACH	03222016		09/2016	278.60
	110-2110-42	21.16-02	03/22/2016	CROWNE PLAZA (TRAINING)	03222016		09/2016	542.70
	110-2110-42	21.27-04	03/22/2016	ACTION PLUMBING ROOTER	03222016		09/2016	155.00

AGENDA ITEM 9.3:

Waive Readings of Ordinances/Resolutions Except by Title.



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Date:

May 2, 2016

To:

Mayor and City Council

From:

Sara Geer, Supervisor of Accounting Services

Reviewed by:

Albert Avila, Finance Director

Subject:

Approve Contract for Audit Services and Authorize City

Manager to Execute Contract with Badawi & Associates,

Certified Public Accountants

I. BACKGROUND

The City is required by law and the Government Accounting Standards Board (GASB) to issue Comprehensive Annual Financial Reports that are audited by an outside audit firm. The independent auditor plays an important and reassuring role in testing and evaluating the City's system of internal controls and overall financial management for signs of strength and weakness and reporting the results. They can also serve as a valuable resource as government financial reporting continues to evolve and government financial management becomes more complex and legally constrained.

Our current auditors have performed the City audit for the last three fiscal years and the City is opting not to exercise the renewal option. In an effort to ensure the City is receiving the best possible service, the City initiated a request for proposal process.

II. DISCUSSION

In February, City staff mailed Request for Proposals for audit services to accounting firms throughout the State and posted the Request for Proposals on the City's website. Staff selected firms from those that are performing audits for cities within our area.

We received six proposals for audit services from Certified Public Accounting (CPA) firms. Staff reviewed and ranked the proposals based on qualifications, experience and references. The proposals are as follows:



CITY OF OAKDALE City Council Staff Report (Continued)

			Fiscal Year							
Firm	Office	2016	2017	2018						
Patel & Associates	Oakland	23,036	23,036	23,036						
Badawi & Associates	Oakland	28,000	28,840	29,710						
Chavan & Associates	San Jose	30,000	28,000	28,000						
Maze & Associates	Pleasant Hill	32,125	33,089	34,082						
M.U.N. CPA's	Sacramento	39,200	40,300	41,500						
R.J. Ricardi Inc.	San Rafael	39,340	39,340	39,340						

III. FISCAL IMPACT

The cost to perform the FY 14-15 annual audit was \$28,100. The cost to perform the FY 15-16 annual audit is \$28,000 which is within the current budget.

IV. RECOMMENDATION

Based on staff's review of all Certified Public Accounting (CPA) firms experience and checking of references, staff recommends that the City Council adopt a resolution to authorize the City Manager to execute the agreement with Badawi & Associates, Certified Public Accountants for audit services for an initial three (3) year contract with two (2) one (1) year options at the City's discretion.

V. ATTACHMENT

 Resolution 2016-XX Authorizing the City Manager to Execute Contract with Badawi & Associates, Certified Public Accountants for Audit Services.

Attachment 1



IN THE CITY COUCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
WITH BADAWI & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS FOR AUDIT SERVICES.

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale is required to annually undertake an audit by independent accountants of its financial statements and the supporting accounting records; and,

WHEREAS, the City received 6 proposals in response to the request for proposal,

WHEREAS, upon staff review of the proposals submitted and communication with the references provided in the proposals, staff has made its recommendation,

WHEREAS, the cost to perform the audit is \$28,000 which is within the current budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAKDALE that, the City of Oakdale approves the Consultant Agreement with Badawi & Associates, Certified Public Accountants effective May 2, 2016; and

THAT, the City Manager on behalf of the City of Oakdale is hereby authorized to take any and all actions necessary to implement the foregoing resolution.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF MAY 2016, by the following vote:

AYES: NOES: ABSENT: ABSTAINED:	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS:	
ATTECT.		Pat Paul, Mayor
ATTEST:		Alemana.

1	CONSULTANT AGREEMENT CITY OF OAKDALE								
2	AND BADAWI & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS								
3	FOR								
4	PROFESSIONAL AUDIT SERVICES								
5									
6	This Agreement is made and entered into this day of, 2016, by and								
7	between CITY OF OAKDALE (CITY) and BADAWI & ASSOCIATES, CERTIFIED PUBLIC								
8	ACCOUNTANTS., (CONSULTANT) regarding PROFESSIONAL AUDIT SERVICES								
9	hereinafter referred to as (PROJECT).								
10	WITNESETH:								
11	CITY desires to retain the services of CONSULTANT regarding services for the								
12	"PROJECT". CONSULTANT desires to perform the services requested by CITY								
13	Regarding the PROJECT on the terms and conditions set forth below.								
14	regarding the Frequency of the terms and conditions out for the boson.								
15	NOW, THEREFORE, the parties agree as follows:								
16	1. <u>Description of Work</u>								
17	CONSULTANT shall perform the work set forth in Exhibit A, attached hereto and								
18	made a part hereof.								
19	CONSULTANT shall provide all labor, equipment, material and supplies required								
20	or necessary to properly, competently and completely perform the work or render the								
21	services under this Agreement. CONSULTANT shall determine the method, details and								
22	means of doing the work or rendering the services.								
23	2. <u>Compensation</u>								
24	The total cost of the PROJECT described in Exhibit A hereof shall not exceed								
25	\$28,000. Compensation shall be on a time-and-expense basis, based on the work								
26	described in Exhibit A.								
27	3. <u>Term and Time for Completion</u>								
28									

This Agreement shall become effective on the date first hereinabove written and will continue in effect until the services provided herein have been completed, unless sooner terminated as provided in Paragraph 9.

4. Payment for Services

5 CONSULTANT shall submit to CITY monthly itemized bills for the services

6 rendered. If the work is satisfactorily completed, CITY shall pay such bill within thirty

7 (30) days of its receipt. Should CITY dispute any portion of any bill, CITY shall pay the

undisputed portion within the time stated above, and at the same time advise

9 CONSULTANT in writing of the disputed portion within 14 days.

10 5. Compliance with Laws

11 CONSULTANT agrees that it shall conduct its work and perform its services in

12 compliance with all laws and regulations of CITY OF OAKDALE, COUNTY OF

13 STANISLAUS and STATE OF CALIFORNIA, and any officer, department or agency

thereof, as well as other laws and regulations as may be applicable thereto.

15 6. <u>Errors and Omissions Insurance</u>

16 CONSULTANT shall have such errors and omissions insurance as shall protect

17 CITY, it's officers, directors, employees and agents from claims, from the city, based on

18 alleged errors or negligent acts or omissions which may arise from CONSULTANT's

19 operations or performance under this Agreement, whether claims be made during or

20 subsequent to the term of this Agreement, and whether such operations or performance

be by CONSULTANT or its employees, consultants, agents or anyone else directly or

indirectly employed by any of the foregoing. The amount of this insurance shall not be

23 less than \$1,000,000.

24 Said policy shall be continued in full force and effect during the term of this

25 Agreement and for a period of three (3) years following the completion of the services

26 provided for in this Agreement. In the event of termination of said policy, new coverage

27 shall be obtained for the required period to insure for the prior acts of CONSULTANT

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- 1 during the course of performing services under the terms of this Agreement.
- 2 CONSULTANT shall provide to CITY a certificate of insurance on a form
- 3 acceptable to CITY indicating the deductible or self-retention amounts and the
- 4 expiration date of said policy, and shall provide renewal certificates within ten (10) days
- 5 after expiration of each policy term.

6 7. General Insurance

- 7 CONSULTANT shall, at its expense, maintain in effect at all times during the 8 duration of this Agreement not less than the following coverage and limits of insurances:
 - 1. Workers Compensation. CONSULTANT shall carry such insurance as will protect CITY and CONSULTANT from claims under Worker's Compensation and Employers' Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes. This insurance shall also waive all right to subrogation against CITY, its employees, directors, officers and agents.
 - 2. General Liability. CONSULTANT shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverage. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this service/location or the general aggregate limit shall be twice the required occurrence limit.
 - 3. <u>Automobile Liability</u>. CONSULTANT shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased,

rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Certificates of Insurance. Prior to commencement of any work,

CONSULTANT 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 CONSULTANT. 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, CONSULTANT 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.

5. All companies shall be licensed by the California Department of Insurance to write the type of insurance provided.

Indemnification and Hold Harmless 8.

CONSULTANT shall protect, indemnify, hold harmless and defend CITY, its directors, officers, employees and agents, from any and all claims, fines, demands, 27

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- 1 costs, expenses (including but not limited to attorney's fees and costs of litigation or
- 2 arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for
- 3 damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to
- 4 the extent arising out of the breach of this Agreement in whole or in part by, or willful or
- 5 fraudulent misconduct or negligent acts, errors or omissions by CONSULTANT, its
- 6 employees, agents or consultants, or the agent, employee or consultant of any one of
- 7 them in the performance of their duties or in their operations under this Agreement, but
- 8 not including the sole or active negligence or the willful misconduct of CITY.
 - Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release CONSULTANT from its obligations to indemnify as to any claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by CONSULTANT, its employees, agents or consultants, or the employee, agent or consultant of any one of them.
 - Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Termination

This Agreement may be terminated at any time and for any reason by CITY upon five (5) days advance written notice. In the event of such termination, CONSULTANT is to be fairly compensated for all work performed to the date of termination as calculated by CITY based on Paragraph 2 hereof, provided that such compensation shall not in any case exceed the maximum sum set forth in Paragraph 2 hereof. Compensation under this paragraph shall not include costs related to lost profit associated with the

- 1 expected completion of the work or other such payments relating to the benefit of the
- 2 bargain.

3 10. Attorney's Fees

- In the event that any arbitration, litigation or other action or proceeding of any
- 5 nature between CITY and CONSULTANT becomes necessary to enforce or interpret all
- 6 or any portion of this Agreement or because of an alleged breach by either party of any
- 7 of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the
- 8 prevailing party's reasonable attorney's fees, costs and expenses incurred in connection
- with the prosecution or defense of such action or proceeding.

10 11. Entire Agreement

- This writing constitutes the entire Agreement between the parties relative to the
- 12 services specified herein, and no modifications hereof shall be effective unless and until
- 13 such modification is evidenced by a writing signed by both parties to this Agreement.
- 14 There are no understandings, agreements, conditions, representations, warranties or
- 15 promises with respect to the subject matter of this Agreement except those contained in
- or referred to in this writing.

17 12. Independent Consultant

- 18 It is expressly understood and agreed by the parties hereto that CONSULTANT's
- 19 relationship to CITY is that of an independent consultant. All persons hired by
- 20 CONSULTANT and performing the work shall be consultant's employees or agents.
- 21 CITY shall not be obligated in any way to pay any wages or other claims by any such
- 22 employees or agents or any other person by reason of this Agreement. CONSULTANT
- 23 shall be solely liable to such employees and agents for losses, costs, damage of injuries
- 24 by said employees or agents during the course of the work.

25 13. Successors and Assignment

- This Agreement shall be binding on the heirs, successors, executors,
- 27 administrators and assigns of the parties; however, CONSULTANT agrees that it will

- 1 not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof,
- or its rights, title or interest therein, or its power to execute the same without the prior
- 3 written consent of CITY.

4 14. Severability

- If any provision of this Agreement is held to be unenforceable, the remainder of
- 6 this Agreement shall be severable and not affected thereby.

7 15. Waiver of Rights

- 8 Any waiver at any time by either party hereto of its rights with respect to a breach
- 9 or default, or any other matter arising in connection with this Agreement, shall not be
- deemed to be a waiver with respect to any other breach, default or matter.

11 16. Remedies Not Exclusive

- The use by either party of any remedy specified herein for the enforcement of
- 13 this Agreement is not exclusive and shall not deprive the party using such remedy of, or
- 14 limit the application of any remedy provided by law.

15 17. Notices

- All notices, statements, reports, approvals or requests or other communications
- 17 that are required either expressly or by implication to be given by either party to the
- 18 other under this Agreement shall be in writing and signed for each party by such officers
- 19 as each may, from time to time, authorize in writing to so act. All such notices shall be
- 20 deemed to have been received on the date of delivery if delivered personally or three
- 21 (3) days after mailing if enclosed in a properly addressed and stamped envelope and
- 22 deposited in the U.S. post office for delivery. Unless and until formally notified
- 23 otherwise, all notices shall be addressed to the parties at their addresses shown below:

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1	CITY OF OAKDALE
2	City Clerk's Office
3	280 North Third Avenue
4	Oakdale, CA 95361
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6	CONSULTANT:
7	Badawi & Associates
8	Certified Public Accountants
9	180 Grand Avenue, Ste. 1500
10	Oakland, CA 94612
11	(510) 768-8244
12	abadawi@b-acpa.com
13	
14	18. <u>Sub-Consultants</u>
15	
16	No subcontract shall be awarded or an outside consultant engaged by
17	CONSULTANT unless prior written approval is obtained from CITY except as
18	designated in the PROJECT.
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20	IN WITNESS WHEREOF the parties execute this Agreement on the day and
21	year first hereinabove written.
22	CITY OF OAKDALE CONSULTANT
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25	BRYAN WHITEMYER, City Manager AHMED BADAWI, PRESIDENT/CEO
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   ATTEST:
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   KATHY TEIXEIRA, City Clerk
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   APPROVED AS TO FORM:
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   THOMAS HALLINAN, City Attorney
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Understanding of Services to be Provided

The City desires an audit of the financial records for the City and an expression of an opinion in accordance with generally accepted accounting principles on the fairness of presentation of financial statements for the fiscal years ending June 30, 2016 to 2018, with the option of extending the contract for two subsequent fiscal years.

The Firm will:

- Express an opinion on the fair presentation of its basic financial statement which includes but is not limited to the financial statements of governmental activities, the business-type activities, each major fund and all aggregate remaining fund information in conformity with generally accepted accounting principles in the United States of America.
- Express an opinion on the fair presentation of its combining and individual non-major and
 fiduciary fund financial statements and schedules in conformity with generally accepted
 accounting principles. The Firm will provide an "in-relation-to" report on the supporting
 schedules contained in the comprehensive annual financial report based on the auditing
 procedures applied during the audit of the basic financial statements and schedules.
- Provide an "in-relation-to" report on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the financial statements.
- Perform the audit in accordance with generally accepted auditing standards accepted in the United States of America, applicable to the financial audit contained in the Government Auditing Standards issued by the Comptroller General of the United States and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States. Local Governments and Non-Profit Organizations.
- Perform limited procedures on supplementary information required by the Government Accounting Standards Board.
- Issue the following reports, following the completion of the audit of the fiscal year's financial statements:
 - Independent Auditor's Report Opinion on Financial Statements and Schedule of Expenditure of Federal awards
 - Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
 - > Management Letter comments on Internal Controls
 - Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB A-133
 - > Schedule of findings and questioned costs
 - Auditor's Communication with Those Charged with Governance
 - Comprehensive Annual Financial Report following the requirements and guidelines of the GFOA award program
 - Gann Report
 - > Transportation Development Act Report (TDA)
 - Abandoned Vehicle Abatement (AVA)
 - Sewer Enterprise Audit Report
- Provide special assistance to the City as needed.
- Retain all working papers and reports at the audit firm's expense for a minimum of 7 years.
 In addition, make working papers available to the City and/or any government agency as appropriate.



Should any conditions be discovered requiring corrective action, the Firm will provide a detailed description of the findings and recommended actions as to their resolution.

The Firm will submit a report to the City Council and management detailing auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting statements, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, management consultations with other accountants, major issues discussed with management prior to retention, difficulties encountered during the audit, and any significant deficiencies or material weaknesses found during the audit. Non-material instances of noncompliance will be reported in a separate management letter, if appropriate, along with any other observations or recommendations determined to be informative to City management.

The Firm will be available to provide advice and counsel regarding significant matters during the year.

The Firm's Partner and Staff welcome the opportunity to make presentations to the City Council and will be ready to respond to questions from the Council and citizens of the City.

Objectives of Our Services

The basic objective of our audit of the City is to conduct an examination of the financial statements in accordance with generally accepted auditing standards and to express our opinion on the fairness of presentation of such financial statements in conformity with generally accepted accounting principles.

Additionally, we believe that another real value of our audit lies in meeting other objectives at no additional cost. The following are other objectives of our services that have important benefits to the City:

- To offer substantive observations and recommendations relating to accounting and operating control policies and procedures.
- To identify opportunities for operating efficiencies and isolate candidate activities for cost reduction opportunities.
- To perform a professional audit in an efficient and effective way to minimize disruption to the office operations.
- To offer ongoing advisory services to assist in the running of the operation and implementation of improved operating procedures.

The engagement will be conducted within the framework of the Firm's quality control program which includes the use of audit programs, careful planning, use of computerized audit software and internal control evaluation & documentation software, and objective review procedures. On-site staff will use Firm supplied portable computers and printers.

Specific Audit Approach

Audit Approach

The specific audit approach has been designed to efficiently and effectively address the audit requirements of the City, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.

The audit will be conducted in accordance with:

- 1) Generally accepted auditing standards established by the AICPA.
- 2) The standards contained in Government Auditing Standards issued by the GAO.
- 3) Provisions of the Single Audit Act and OMB Circular A-133.
- 4) Requirements issued by the California State Controller's office.
- 5) Other requirements as required.



We will conduct the necessary audit steps to perform:

- Planning of the engagement.
- Evaluation of the existing internal control environment to determine degree of risk of material misstatement.
- Determination of degree of compliance with laws, regulations, grant provisions, and City approved policies.
- Assessment of potential fraudulent issues.
- Validation of account balances.
- Verification of reasonableness of management estimates.

Technical Approach

We use an industry specific audit approach tailored to governmental entities. Our governmental audit approach addresses the special risks and circumstances of local governments. As a result, the audit is conducted efficiently and effectively with minimal disruption to your staff.

The core of our governmental technical audit approach can be summarized as follows:

1. Planning, Understanding and Communication:

Based on our previous audit experience, using the budget, organizational charts, manuals and other financial information systems and our knowledge of how governments work, we will obtain an insight to the specific concerns and sensitivities of the City. Our understanding is updated continuously through our year-round contact and communication efforts. We will agree on common audit objectives and expectations with management before audit work begins and, throughout the audit, will meet regularly with management to discuss audit issues and to gather feedback.

2. In-Depth Review of Systems and Controls:

We have developed diagnostic reviews which enable us to evaluate your systems and controls, and to provide management with constructive feedback. Combined with our knowledge of the City and understanding and experience with the City's accounting software, our control review will form the basis of our audit risk assessment. We will utilize the COSO approach in our evaluation of the City's internal processes to identify potential control deficiencies. In future years, we will update our understanding through similar procedures.

3. Risk-Based Customized Testing Program:

Our audit approach is tailored to governmental applications. We will use audit programs specifically designed to address the operational environment of governmental entities. Our approach will identify potential control risks and the opportunities for risk of material misstatements and fraud. We will evaluate the various risk assessments and identify the potential risks relating to the:

- Balance Sheets/ Statement of Net Position
- Statement of Revenues and Expenditures / Statement of Activities
- Presentation
- Disclosure

Our audit procedures will then be developed to address these risk areas.

4. Expanded Interim Fieldwork:

Timeliness and audit efficiency is enhanced by performing extensive interim work. Partners, managers and senior staff work with City staff to identify and resolve potential audit issues early. Accordingly, the amount of audit work to perform at year end is minimized. Because our audit staff is familiar with the operations before year-end fieldwork begins, disruption of accounting staff is minimized.



5. Smooth Transition:

Our testing program focuses on audit risks identified by our understanding of the City's operations. We will work with the accounting staff to identify the most effective ways to address our objectives. Communication between the members of the audit engagement team and City staff will be fluid and continuous.

6. Sample Size and Sampling Techniques:

Our audit approach will include sampling activities. Population size and the level of assurance to be derived from a particular test will dictate the sample size. We use sampling in our audit approach to compliment skilled judgment and knowledge of the particular situation. Our sample size will range normally from 25 to 60 items.

7. Automated Systems:

We will evaluate controls over the IT functions to assess control risk. We intend to test controls for purposes of reliance. Our review procedures will evaluate controls over:

- · Security Management
- Logical and Physical Access
- Configuration Management
- Segregation of Duties
- Contingency Planning

In addition, we will review controls over:

- Input, processing, output, master data
- Application interface
- Data management system interface

Our Information Technology Specialists Group will evaluate the IT operating control environment.

8. Analytical Procedures:

We use analytical procedures in several aspects of our audit. Extensive knowledge and industry background are required for effective analytics, and our staff possesses the appropriate experience and knowledge for the City to benefit from these procedures.

9. Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work:

We continuously refer to specific regulations, compliance supplements, state guidelines and contracts currently in force. We perform the procedures required related to laws and regulations, using inquiries, observations and sampling techniques. Some of the laws and regulations that we believe may be applicable to the City are the requirements of the California Public Utilities Commission, Single Audit Act and other applicable laws and regulations, including the California Government Code, provisions of applicable Grant guidelines, California Constitution GANN Limit requirements, requirements of local measures, Child Care Program compliance requirements, etc.

10. Report Format:

We will meet with City Management to review report formats. Any report format changes will be made in conjunction with approval from the City's management.

11. Work Plans:

The detailed work plans will be designed to efficiently and effectively address the audit requirements of the City in accordance with generally accepted auditing standards, to perform the audit of the City's financial records in a timely manner with minimal disruptions to office operations, and to meet the City's timeline.



12. Adjusting Journal Entries:

We will discuss and explain proposed audit adjusting entries with the City's designated Finance Department personnel prior to recording. Audit adjusting entries will be provided in a format showing the lowest level of posting detail needed for data entry on the City's general ledger system.

13. <u>Listing of Schedules and Tables (anticipated to be prepared by the City):</u>

Based on preliminary inquiries made with management and City staff and review of documents, we will tailor a list of schedules, tables, and other reconciliations required for the audit. We will take into account as much as possible reconciliations already prepared by the City for day to day operations and reporting, as well as any reports that are system generated to limit the need for additional City staff hours.

The following is a listing of significant reconciliations that we would normally expect the City to provide to us in assisting us in conducting our fieldwork.

- Trial Balance
- . CAFR and Account Roll Up Schedule
- . Budget to Actual Reports
- Bank Reconciliations
- Listing of manually prepared journal entries posted
- . Summary of Investments held by the City
- · Capital Asset Schedules
- . Long Term Debt Schedules
- Debt amortization schedules & Calculations of deferred amounts
- Calculations of any debt covenants amounts or percentages
- Schedule of Operating Leases
- Schedule of Expenditures of Federal Awards
- Analysis of Deferred Inflows of Resources an Deferred Outflows of Resources

- Reconciliation of Receivables to subsidiary ledgers
- Calculations for estimate of allowance for uncollectible accounts
- Loans Receivable Schedules
- Reconciliation of Significant Revenue Accounts
- · Utility billing Registers and Fee schedules
- Compensated Absences and Early Retirement Obligation Schedules and Copies of Related Policies
- · Claims Payable schedules
- Pension and OPEB Roll Forward & Supporting Schedules
- GASB 54 Fund Balance Roll Forward Schedule
- Interfund Transaction Schedules

14. Computer Software:

The firm maintains a variety of software packages in the audit and financial statement compilation process, which include MS Office (Word, Excel, etc.), Prosystem fx Engagement, PPC Checkpoint and Checkpoint Tools, and Single Audit SMART Tool. Our I.T. Specialist also has the ability to run reports using IDEA (data analysis software).

Our audit software enables us to link our audit trial balance to the financial statements, for efficient financial statement compilation. It also allows us to create various analytical reports easily (e.g. year to year comparisons, budget to actual comparisons, trend analysis, ratio analysis, etc.).

Our research tools are always kept up to date to ensure compliance with accounting and auditing standards, and are also a resource for us to provide guidance to our clients.

We also use Prosystem electronic portal, which allows our clients to easily upload requested audit schedules and testing selections. The portal is very helpful in the audit process as it reduces duplicated audit requests, and allows our engagement team to review uploaded schedules prior to beginning audit fieldwork.



Audit Schedule

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Award of Contract

Interim Audit Procedures:

May -June

- Planning and Administration

- Review and obtain copies of key work papers of prior audit firm.
- Entrance conference with City Management to discuss audit approach, timing, assistance, and issues
- Review and evaluate the City's accounting and financial reporting. Prepare an overall memo of recommendations, potential issues, and suggestions for improvements.
- Prepare overall memo to City confirming audit procedures, timing, and assistance.
- Prepare detailed audit work plan and audit programs, audit budget and staffing schedule, and list of schedules to be prepared by City staff, and provide it to City Management.

June

- Internal Control Evaluation

- Meeting with key Finance Division personnel.
- Obtain and document understanding of key internal control systems through walkthroughs, interviews of staff, and review of supporting documentation:

General ledger system.

Budgeting system.

Revenue, utility billing, accounts receivable, and cash collections.

Purchasing, expenditures, accounts payable, and cash disbursements.

Payroll

Federal Financial Assistance.

Other systems.

- ldentify control risks.
- Evaluate IT control environment.
- Perform testing of the internal control system and evaluate the effectiveness of the City's systems. Select large dollar and random samples of transactions in key operating systems. Sample size to meet required level for determined degree of risk. Review supporting documentation of selected transactions, evaluate adequacy of support and approvals, and conclude on degree of adherence to accuracy and compliance with City policies.
- Conduct fraud assessment procedures.
- * Assess degree of risk for material misstatement.
- Provide to the City's management a memo concerning management letter points and identify issues, if any.



Review minutes of City Council meetings and other key committees. Preliminary testing, verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents, as required. Preliminary Single Audit and other compliance testing Coordinate with City staff and prepare of all appropriate confirmation requests including: Bank accounts. Investment pool accounts. Accounts receivable. Federal grants. Revenue from governmental agencies. Bond and other debts. Pension plan. Attorney letters. Others, as required. Provide City with audit plan and list of year end audit schedules. Hold progress conference with City Management. Hold exit conference with City Management. Final Field work Entrance conference with City Management. Follow-up on all outstanding confirmations. Verify and validate account balances by reviewing supporting documentation including invoices, vouchers, council resolutions, minutes, and other documents,
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as required.
Perform analytical review of revenue and expenditures. Determine reason for material differences between budget and actual.
Perform a search for unrecorded liabilities by reviewing disbursements subsequent to June 30, testing terms of contractual obligations, and interviewing City staff.
Perform review of subsequent events by discussions with City Management and update all minutes of City Council and key committees.

- Entrance conference with City Management.
- * Obtain Federal Financial Assistance Schedule.
- Determine grants to be considered as major programs including clusters.
- * Perform audit tests of major grant programs and compliance with Federal Law and Regulations.
- * Review grant documents, select sufficient number of transactions to test for compliance of Federal Requirements.
- * Coordinate Single Audit efforts with the Financial Audit efforts.
- * Communicate findings to City Management.
- * Other Compliance



December 1

December 15

Audit Schedule, Continued

2016	
Period	Audit Tasks
November	- Audit Reports
	Prepare draft of the City's CAFR
	Prepare draft of Single Audit Reports concerning Internal control structure, compliance with laws and regulations, and administering of federal financial assistance programs.
	* Prepare other reports as required.
	Provide drafts of reports to City Management for review.

- Final Audit Reports, Financial Statements, and Single Audit Reports delivered.

- Provide City with final drafts of all reports



Appendix B

Proposer Warranties

- A. Proposer warrants that it is willing and able to comply with State of California laws with respect to foreign (non-state of California) corporations.
- B. Proposer warrants that it is willing and able to obtain insurance coverages, as follows:
- 1. Workers Compensation- in compliance with the status of the State of California, plus employer liability with a minimum limit of liability of \$500,000
- 2. General Liability- a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to premises and operations; broad form contractual; independent auditors and subcontractor; products and completed operations. The City of Oakdale shall be named additional insured.
- 3. Automobile Liability- insurance with a minimum limit of \$1,000,000 per claim and policy aggregate, to include errors and omissions coverage providing \$1,000,000 of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more. The carrier should be duly insured and authorized to issue similar insurance policies for this nature in the State of California.
- C. Proposer warrants that it will not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS/HIV), or sexual orientation.
- D. Proposer warrants that it is willing and able to certify to the City that it will provide a drug free workplace during the performance of this engagement.
- E. Proposer warrants that, prior to beginning any work under this engagement, it will secure the appropriate business license form the City.
- F. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Oakdale.
- G. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:	
Name (typed): Ahmed M.Badawi	
Title: President	
Firm: Badawi & Associates, CPAs	
Date: 3/24/2016	

AL Bad





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CELLIFICATE HOLDER III HED OF SHE	in chaolochicht(<u>o)</u> .									
PRODUCER Dealey, Renton & Associates DRA License 0020739 P. O. Box 12675		CONTACT NAME: PHONE (AIC, No, Ext): 510-465-3090 E-MAIL ADDRESS:								
Oakland CA 94604-2675		INSURER(S) AFFORDING COVERA	.GE	NAIC #						
		INSURER A: Travelers Casualty Ins. Co. of	Amer	19046						
INSURED	BADAWASSO	INSURER B : Travelers Property Casualty C	o of A	25674						
Badawi & Associates		INSURER C: Great Divide Insurance Compa	any							
180 Grand Ave #1500		INSURER D: Travelers Casualty & Surety C	o. Ame	31194						
Oakland CA 94612		INSURER E :								
		INSURER F :								
COVERAGES	CERTIFICATE NUMBER: 954325120	REVISION	NUMBER:							

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER INSD WVD 6804B729514 3/19/2016 3/19/2017 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$1,000,000 Х DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 \$2,000,000 GENERAL AGGREGATE

GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) 3/19/2016 3/19/2017 \$1,000,000 D AUTOMOBILE LIABILITY BA9G289010 BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS AUTOS \$ В UMBRELLA LIAB CUP1C28629A 3/19/2016 3/19/2017 \$1,000,000 Х EACH OCCURRENCE OCCUR EXCESS LIAB \$1,000,000 CLAIMS-MADE AGGREGATE RETENTION \$ 3/19/2016 3/19/2017 X PER STATUTE WORKERS COMPENSATION UB4558T374 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$1,000,000 Υ N/A E.L. DISEASE - EA EMPLOYEE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CAB20150801

General Liab. excludes claims arising out of the performance of professional services. Re: All operations of the named insured.

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Accountants Proessional Liab

С

CANCELLATION 30 Days notice/10 Days nonpay

9/5/2016

City of Oakdale 280 N. 3rd Avenue Oakdale CA 95361

if yes, describe under DESCRIPTION OF OPERATIONS below

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
PROMISE EDWAL

9/5/2015

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E.L. DISEASE - POLICY LIMIT

\$1,000,000 each claim

\$2,000,000 Aggregate

\$1,000,000

\$10,000 Ded.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PHONE (AIC, No., Ext): 510-465-3090 E-MAIL ADDRESS: Dealey, Renton & Associates FAX (A/C, No): 510-452-2193 DRA License 0020739 P. O. Box 12675 Oakland CA 94604-2675 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Travelers Casualty Ins. Co. of Amer 19046 INSURER B : Travelers Property Casualty Co of A **BADAWASSO** 25674 INSURED INSURER C: Great Divide Insurance Company Badawi & Associates 180 Grand Ave #1500 INSURER D: Travelers Casualty & Surety Co. Ame 31194 Oakland CA 94612 INSURER E INSURER F CERTIFICATE NUMBER: 1685035007 **REVISION NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER INSD WVD 6804B729514 3/19/2016 3/19/2017 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED \$1,000,000 Х \$300,000 CLAIMS-MADE X OCCUR PREMISES (Es occurrence) MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY X \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) 3/19/2016 3/19/2017 \$1<u>,</u>000,000 AUTOMOBILE LIABILITY BA9G289010 BODILY INJURY (Per person) X ANY AUTO SCHEDULED AUTOS NON-OWNED ALL OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS AUTOS 3/19/2016 3/19/2017 CUP1C28629A UMBRELLA LIAB EACH OCCURRENCE \$1,000,000 OCCUR **EXCESS LIAB** AGGREGATE \$1,000,000 CLAIMS-MADE \$ DED RETENTION \$ WORKERS COMPENSATION 3/19/2016 3/19/2017 X PER STATUTE UB4558T374 AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT \$1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 \$1,000,000 each claim CAB20150801 9/5/2015 9/5/2016 \$10,000 Ded. Accountants Proessional Liab \$2,000,000 Aggregate Claims Made DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liab. excludes claims arising out of the performance of professional services. Re: All operations of the named insured - City of Oakdale is named as an additional insured as respects general and auto liability for claims arising from the operations of the named insured as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s). CANCELLATION 30 Days notice/10 Days nonpay CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Oakdale 280 N. Third Avenue Oakdale CA 95361 AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/11/2016	Countersigned By:
Named Insured: Badawi & Associates	PANNE EMUL (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):	All	of	the	named	insured	-	City	of

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) - 001

POLICY NUMBER: UB4558T374

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

City of Oakdale 280 N. Third Avenue Oakdale CA 95361 Re: All operations of the named insured - City of Oakdale.

DATE OF ISSUE: 4/11/2016

ST ASSIGN: CA

017106

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Oakdale 280 N. Third Avenue Oakdale CA 95361

PROJECT/LOCATION OF COVERED OPERATIONS:

Re: All operations of the named insured - City of Oakdale.

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury", 'property damage" or 'personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury' for which that person or organization has assumed liability in a contract or agreement. The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV): However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed:

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal"

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

 The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 a. The "bodily injury" or "property damage" for which coverage is sought occurs; and b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- 3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Date: May 2, 2015

To: Mayor and City Council

From: Thom Clark, Public Services Director

Subject: Consideration of Resolution 2016-XX, A Resolution of the City

Council of the City of Oakdale Granting a Special Parking Permit, Not to Exceed Two Hours, for a Flower Delivery Van for

Oakdale Flowers and More in the Central Traffic District

I. BACKGROUND

The Oakdale City Council last year dissolved the Traffic and Business Commission and transferred the duties of that Commission to the Planning Commission. The Traffic and Business Commission was an advisory commission established by the City Council to review and recommend solutions for problems relative to traffic. Also, traffic matters, circulation, and parking concerns relating to business throughout the City of Oakdale.

We have received a request from *Oakdale Flowers and More*, located on the southwest corner of 3rd and F Street, for a special parking permit in the Central Traffic District. (Attachment B) Ordinance No. 994 established a method whereby the City Council could grant special parking passes by resolution. The ordinance was originally enacted to allow beauty salon patrons to park for more than two hours at a time to facilitate the frequent need to park in excess of two hours.

Oakdale Municipal Code Section 18-4.1 states that: "The city council, by resolution, may grant special parking permits to certain type businesses in certain specific areas of the central traffic district. Permits authorized by this section may provide any vehicle so permitted to park for up to four hours".

II. DISCUSSION

Since the enactment of Ordinance No. 994, the City has reduced the amount of time a vehicle can be parked in the Central Traffic District to one-half hour. The owner of *Oakdale Flowers and More* has indicated that there was not an issue of parking the flower delivery van in a two-hour restricted space but there is a problem with the delivery van parking in a half-hour restricted space. They have therefore requested a special parking permit for the flower delivery van to park in the Central Traffic District for a two-hour time period.



City Council Staff Report (Continued)

SUBJECT: Oakdale Flowers and More Special Parking Permit

MEETING DATE: May 2, 2016

Staff believes this is a reasonable request to accommodate an existing business and allow them to operate their needed delivery service without being restricted to a half-hour parking restriction.

At its regularly scheduled meeting of April 6, 2016, the Oakdale Planning Commission adopted Resolution PC 2016-03 (Attachment A), recommending to the City Council approval of the Special Parking Pass for *Oakdale Flowers and More.* Oakdale's Chief of Police provided testimony at the meeting that granting of this Special Parking Pass would not create enforcement issues.

Staff notified, in writing, surrounding businesses of the Planning Commission action and gave them an opportunity to appeal the decision before bringing this recommendation to the City Council. (Attachment C). We did not receive an appeal. We did receive one comment letter from a neighboring business stating that it was appropriate for the flower shop to have a two-hour permit for its delivery van. See Attachment D.

III. FISCAL IMPACT

There is no fiscal impact to grant a Special Parking Permit, not to exceed two hours, to Oakdale Flowers and More.

IV. RECOMMENDATION

Move that the City Council adopt the Resolution granting a Special Parking Permit, not to exceed two hours, for a flower delivery van for Oakdale Flowers and More in the Central Traffic District.

V. ATTACHMENTS

- 1. Draft City Council Resolution 2016-
- 2. Attachment A: Planning Commission Resolution PC 2016-03
- 3. Attachment B: Request from *Oakdale Flowers and More* for a Special Parking Permit
- 4. Attachment C: Letter to neighboring businesses regarding appeal rights
- 5. Attachment D: Letter from a neighboring business supporting a two-hour parking pass for a flower delivery van



IN THE CITY COUNCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2016-

RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL GRANTING A SPECIAL PARKING PERMIT NOT TO EXCEED TWO HOURS FOR A FLOWER DELIVERY VAN FOR OAKDALE FLOWERS AND MORE IN THE CENTRAL TRAFFIC DISTRICT

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Municipal Code Section 18-4.1 allows the City Council, by resolution, to grant special parking permits in the Central Traffic District;; and

WHEREAS, Oakdale Flowers and More has made a request for a two-hour parking permit for their flower delivery van in the Central Traffic District; and

WHEREAS, staff believes this is a reasonable request to accommodate the normal businesses practices of an existing business in the Central Traffic District; and

WHEREAS, at its regularly scheduled meeting of April 6, 2016, the Oakdale Planning Commission adopted Resolution PC 2016-03 recommending to the City Council the granting of a Special Parking Permit for Oakdale Flowers and More; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby grants a Special Parking Permit to *Oakdale Flowers and More*, not to exceed two hours, for the purpose of parking a flower delivery van in the Central Traffic District.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2ND DAY OF MAY, 2016, by the following vote:

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



IN THE PLANNING COMMISSION OF THE CITY OF OAKDALE **PLANNING COMMISSION RESOLUTION PC 2016-03**

A RESOLUTION OF THE CITY OF OAKDALE PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL THE GRANTING OF A SPECIAL PARKING PERMIT NOT TO EXCEED TWO HOURS FOR A FLOWER DELIVERY VAN FOR OAKDALE FLOWERS AND MORE IN THE CENTRAL TRAFFIC DISTRICT

THE CITY OF OAKDALE PLANNING COMMISSION DOES HEREBY RESOLVE THAT:

WHEREAS, Municipal Code Section 18-4.1 allows the City Council, by resolution, to grant special parking permits in the Central Traffic District; and

WHEREAS, Oakdale Flowers and More has made a request for a two-hour parking permit for their flower delivery van in the Central Traffic District; and

WHEREAS, staff believes this is a reasonable request to accommodate the normal businesses practices of an existing business in the Central Traffic District; and

NOW, THEREFORE, BE IT RESOLVED that the PLANNING COMMISSION hereby recommends to the City Council that a Special Parking Permit be granted to Oakdale Flowers and More, not to exceed two hours, for the purpose of parking a flower delivery van in the Central Traffic District.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 6th DAY OF **APRIL, 2016**, by the following vote:

Planning Commission

AYES: NOES: ABSENT: ABSTAINED:	COMMISSIONERS: COMMISSIONERS: COMMISSIONERS: COMMISSIONERS:		
ATTEST:		Wayne Pacheco, Chairman Planning Commission	
Thom Clark, S	Secretary		

To: City of Cakdale

I would like to reguest reinstatement of 2 Hour parking on the 300 block of EF Street. The most important part of our business is customer Service Our business has grown and we need to park to load flowers and make deliverys. It is impossible to carry heavy funeral arrangements any distance safely we average five to ten arrangments daily, for delivery to our customers and would appreciate your time and consideration in this mother. Thankyow,

"Oakdale flowers and Nove"



PUBLIC SERVICES DEPARTMENT

455 South 5th Avenue • Oakdale, CA 95361 • Ph: (209) 845-3625 • Fax: (209) 845-3592

CITY
ADMINISTRATION
& FINANCE
DEPARTMENT
280 N. Third Ave.
Oakdale, CA 95361

(209) 845-3571 (209) 847-6834 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

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

PUBLIC WORKS DEPARTMENT 455 S. Fifth Ave. Oakdale, CA 95361 (209) 845-3600 (209) 848-4344

CITY OF OAKDALE
WEBSITE
www.ci.oakdale.ca.u

S
E-MAIL
info@ci.oakdale.ca.u
S

RE: Special Parking Permit Recommendation for Oakdale Flowers and More

To Whom it May Concern:

April 12, 2016

The purpose of this letter is to summarize the Oakdale Planning Commission's action taken on April 6, 2016 in regards the Special Parking Permit request filed by Oakdale Flowers and More. At their regularly scheduled meeting of April 6, 2016, the Planning Commission recommended to the City Council approval of the Special Parking Permit. The Special Parking Permit request allows a flower delivery van to be parked in the Central Traffic District for a two-hour time period.

The City Council is scheduled to review and consider this request on Monday, May 2, 2016.

You have the right to appeal the Planning Commission's recommendation to the City Council, or attend the May 2, 2016 City Council Meeting. An Appeal must be filed with the City Clerk's Office by Monday, April 18, 2016. The City Clerk's Office is located at 280 North Third Avenue.

The City Council Meeting scheduled for May 2, 2016 begins at 7:00pm, and is held at 277 North Second Avenue.

If you have any questions regarding this letter, or if I can be of further assistance, please contact me at (209) 845-3641 or mniskanen@ci.oakdale.ca.us.

Regards,

Mark Niskanen, Contract Planner Public Services Department RE: Special Parking Permit for Oakdale Flowers and More

To Whom It May Concern:

There are currently six designated 30 minute parking places from 1st street to the corner light to accommodate the walk in traffic vital to the six businesses along that stretch of Hwy 120. Each business pays a monthly fee of \$15.00. It is not unreasonable for Oakdale Flowers to be issued a permit to park for two hours in front of the store because they are, in most instances, required to make deliveries. The owners of the various businesses have previously discussed the situation and have agreed that a delivery vehicle be allowed to park in front of the flower store.

The problem has been that the owner of the flower shop, and her employees, have parked in front of the store monopolizing in most instances at least 3 of the parking spaces for the whole day. As previously stated the parking places are for our walk in customers, not to park our personal vehicles. Walk in traffic is vital to the success of our businesses. The current 30 minute parking allows customers adequate time to transact their business and move on.

Issuing a Special two-hour parking permit to the flower shop is perfectly okay if it is specifically issued for one delivery vehicle only.

sul Scholm Co-oura Ophrole Mirition Civ.



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Date: May 2, 2016

To: Mayor and City Council

From: Thom Clark, Public Services Director

Subject: Desert Bay Properties, LLC Final Parcel Map, 666 Hill Road

Actions being recommended:

1) Authorize Staff to record the Final Parcel Map for Desert Bay Properties, LLC with the Stanislaus County Recorder's Office

I. BACKGROUND

On July 1, 2014, the City of Oakdale Administrative Hearing Officer approved Tentative Parcel Map No. 2014-06, which divided a 2.59-acre parcel into four (4) parcels and a remainder parcel, located at 666 Hill Road. Approval of TPM No. 2014-06 was granted subject to the following specified conditions:

- 1. Initiate proceedings to annex the property into Community Facilities District (CFD) No. 2007-01 prior to the recordation of the Final Map.
- 2. Execute an Access and Parking Agreement to provide shared vehicular and pedestrian access and vehicular parking for Parcel 4 and the area designated as a "Remainder."
- 3. Execute a Subdivision Improvement Agreement.

The Applicant has initiated proceedings to annex into CFD No. 2007-01 and 2015-01, and the Final Map will be recorded concurrent with the CFD recording documents. The Applicant has also prepared an Access and Parking Agreement (Agreement). The Agreement has been reviewed and approved by the City staff, and will be recorded concurrently with the Final Parcel Map.

II. DISCUSSION

The Final Parcel Map has been prepared for city review and approval. The City Engineer has examined the map and finds that it substantially conforms to the approved Tentative Parcel Map, the State Subdivision Map Act and the City of Oakdale Subdivision Ordinance and is satisfied it is technically correct.

This action is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), of Title 14 of the California Code of Regulations (State CEQA Guidelines). Therefore, no further environmental review is required.

Subject: Authorize Staff to Record Final Parcel Map for Desert Bay Properties, LLC

Meeting Date: May 2, 2016

III. FISCAL IMPACT

None.

IV. RECOMMENDATION

That the City Council approve the attached resolution authorizing Staff to record the final map with the Stanislaus County Recorder's Office.

V. ATTACHMENTS

Attachment A: City Council Resolution No. 2016-__.

Exhibit A: Desert Bay Properties, LLC Final Parcel Map

Exhibit B: Maintenance Declaration and Establishment of Reciprical

Easements Agreement

Exhibit C: Subdivision Improvement Agreement

ATTACHMENT A



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

CITY COUNCIL RESOLUTION 2016-

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING STAFF
TO RECORD THE FINAL MAP FOR TENTATIVE PARCEL MAP NO. 2014-06
DESERT BAY PROPERTIES, LLC TO SUBDIVIDE A 2.59 ACRE PARCEL INTO
FOUR PARCELS AND A REMAINDER PARCEL
LOCATED AT 666 HILL ROAD (APN 064-002-029)

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the Desert Bay Properties, LLC property is located at 666 Hill Road, in Oakdale (APN 064-002-029), CA; and

WHEREAS, this development consists of a total of 4 parcels and a remainder parcel; and

WHEREAS, staff has reviewed the proposed Final Map and finds it to be technically correct and all applicable final map conditions of approval have been satisfied; and

WHEREAS, the City Council is satisfied that the plan of the subdivision set forth thereon, and that said map is in conformity with aforesaid tentative parcel map; and

WHEREAS, the City has determined the final map is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), of Title 14 of the California Code of Regulations (State CEQA Guidelines; and

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OAKDALE authorizes acceptance of the final map and authorizes City Staff to record the map with the Stanislaus County Recorder's Office for the subject parcel.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd DAY OF MAY, 2016, by the following vote:

AYES: NOES: ABSENT: ABSTAINED:	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS:	
ATTEST:		Pat Paul, Mayor
Kathy Teixeira,	City Clerk	<u> </u>

PM 2014-06

PARCEL MAP

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS PARCEL MAP AND WE CONSENT TO THE MAKING AND THE FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE ALSO OFFER THE REAL PROPERTY DESCRIBED BELOW, DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG ALL STREET RIGHTS-OF -WAY, ALL AS SHOWN ON THIS PARCEL MAP.

OWNER: DESERT BAY PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

SIGNATURE	PRINT NAME
TITLE	DATE

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

NOTARY STATEMENT:

STATE OF CALIFORNIA

COUNTY OF		
ON	, BEFORE ME,	

A NOTARY PUBLIC, PERSONALLY APPREARD

, 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 ENTITIY 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:	(DO NOT STAMP)
SIGNATURE:	COMMISSION NUMBER:
PRINTED NAME:	_ MY COMMISSION EXPIRES:
PRINCIPAL PLACE OF BUSINESS:	

TAX COLLECTOR'S CERTIFICATE:

THIS IS CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOL. MUNICIPAL OR IRRIGATION TAXES, SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE, AGAINST THE LAND SHOWN. ON THIS MAP.

AS TO STATE, COUNTY, SCHOOL, OR MUNICIPAL TAXES: GORDON FORD, COUNTY TAX COLLECTOR

DATED THIS	, DAY OF	
APN: 064-002-029 & 064	4-003-040	
BY:		
PRINT NAME:		

CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULAR MEETING HELD ON THE ____ DAY OF _____, 20___, THE CITY COUNCIL OF THE CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, APPROVED THIS PARCEL MAP AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE REAL PROPERTY DESCRIBED BELOW, DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE 10.00-FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE STREET RIGHT-OF-WAY ALL AS SHOWN ON THIS PARCEL MAP, SAID ACCEPTANCE IS MADE UNDER AUTHORITY OF OAKDALE CITY COUNCIL RESOLUTION NO. 85-131, DATED NOVEMBER 4, 1985.

DATED THIS ______, 20____, 20____.

BY: KATHY TEIXIERA CITY CLERK, CITY OF OAKDALE BEING A PORTION OF LOT 1, A PORTION OF LOT 2, AND A PORTION OF LOT I AS SHOWN ON THE MAP OF NORTH TRACT OF KNAPP BRO'S LAND & TRUST CO. FILED IN VOLUME 1 OF MAPS, AT PAGE 37, STANISLAUS COUNTY RECORDS, AND A PORTION OF LOT 14 IN BLOCK 1 OF TETERS SUBDIVISION, AS SHOWN IN VOLUME 21 OF MAPS, AT PAGE 44. STANISLAUS COUNTY RECORDS, LYING IN THE NORTHWEST QUARTER OF SECTION 11, T.2S., R.10E., M.D.M.,

> CITY OF OAKDALE, STANISLAUS COUNTY, CALIFORNIA NOVEMBER 2014



334 S. YOSEMITE AVENUE, SUITE D OAKDALE, CA 95361 $(209) 845-9175 \Leftrightarrow (209) 845-9177 (FAX)$

OMISSION STATEMENT:

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS OF RECORD HAVE BEEN OMITTED PURSUANT TO TITLE 7, DIVISION 2, CHAPTER 2, ARTICLE 2, SECTION 66436 (A) (3) (1)(B) OF THE SUBDIVISION MAP ACT. THE SUBDIVIDER HAS FOUND NO EVIDENCE THAT THE FOLLOWING EASEMENTS HAVE BEEN USED FOR EVIDENCE THAT THE FOLLOWING EASEMENTS HAVE BEEN USED FOR AT LEAST THREE MONTHS, THAT DUE TO CHANGED CONDITIONS: LONG DISUSE AND LACHES THESE EASEMENTS ARE NO LONGER OF PRACTICAL USE OR VALUE AND THE SIGNATURES OF THE EASEMENT HOLDERS ARE IMPOSSIBLE OR IMPRACTICAL TO OBTAIN:

- 1. A.B. FORRESTER AND ADAH W. FORRESTER, RIGHT AND EASEMENT FOR IRRIGATION PIPELINE IN THE DOCUMENT RECORDED FEBRUARY 25, 1924 AS BOOK 58, PAGE 110 OF OFFICIAL RECORDS.
- 2. SIERRA AND SAN FRANCISCO POWER COMPANY, A CORPORATION, GRANT OF RIGHT-OF-WAY FOR ELECTRIC TRANSMISSION LINES IN THE DOCUMENT RECORDED DECEMBER 1, 1931 AS BOOK 456, PAGE 408 OF OFFICIAL RECORDS.
- SIERRA AND SAN FRANCISCO POWER COMPANY, A CORPORATION, GRANT OF RIGHT-OF-WAY FOR ELECTRIC TRANSMISSION LINES IN THE DOCUMENT RECORDED DECEMBER 1, 1931 AS BOOK 458, PAGE 174 OF OFFICIAL RECORDS.

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISOR'S (CHECK ONE)

- A) A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES. WHICH ARE AT THE TIME OF FILING THIS MAP. A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- B) RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _______ DAY OF _________, 2016__.

CHRISTINE FERRARO TALLMAN

CLERK OF THE BOARD OF SUPERVISORS, STANISLAUS COUNTY, CALIFORNIA

BY: ______, DEPUTY

PRINT NAME

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DESERT BAY PARTNERS, LLC IN MARCH 2014. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS DAY OF	, 2016.	LAND SUPPLIES AND
WILLIAM D. MORRIS, L.S. 7795 LICENSE EXPIRES 12-31-2017		EXP. 12-31-17

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF.

I FURTHER STATE THAT THIS MAP COMPLIES ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL ORDINANCES OF THE CITY OF OAKDALE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS	DAY OF	, 2016.
TONY B. MARSHAL	L, R.C.E. 51015	
CITY ENGINEER O	F THE	
CITY OF OAKDALE	. CALIFORNIA	

CITY SURVEYOR'S STATEMENT:

THEREBY STATE THAT THAVE EXAMINED THIS PARCEL MAP AND LAM SATISFIED THAT	IHIS
PARCEL MAP IS TECHNICALLY CORRECT.	

DATED THIS DAY OF, , a	201
DOUGLAS F. BANKS, P.L.S. 8159	
CITY SURVEYOR OF THE	
CITY OF OAKDALE, CALIFORNIA	

ADMINISTRATIVE HEARING OFFICER STATEMENT:

THIS IS TO STATE TH	AT THIS PARCEL MAP SUBSTANTIA	ALLY CONFORMS TO THE TENTATIVE
MAP, IF ANY, AND AN	Y ACTION TAKEN THEREON, FILE I	NO. PM 2014-06, IN ACCORDANCE WITH
CHAPTER 31 OF THE	OAKDALE CITY CODE AND THE PR	ROCEDURES AND POLICIES OF THE
ADMINISTRATIVE HEA	ARING AND PLANNING DEPARTME	NT, PER RESOLUTION
DATED THIC	DAVOE	0040

DATED THIS		, 2016.
ADMINISTRATIVE HEA	ARING OFFICER, CITY OF OAKDALE	, CALIFORNIA
BY:		
PRINT NAME:		

RECORDER'S STATEMENT:	
FILED THIS DAY OF	, <u>2016</u> , ATM. IN BOOK
OF PARCEL MAPS, AT PAGE	, AT THE REQUEST OF DESERT BAY PARTNERS, LLC
FEE: \$	
LEE LUNDRIGAN	BY:
COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA	DEPUTY RECORDER
	PRINT NAME:

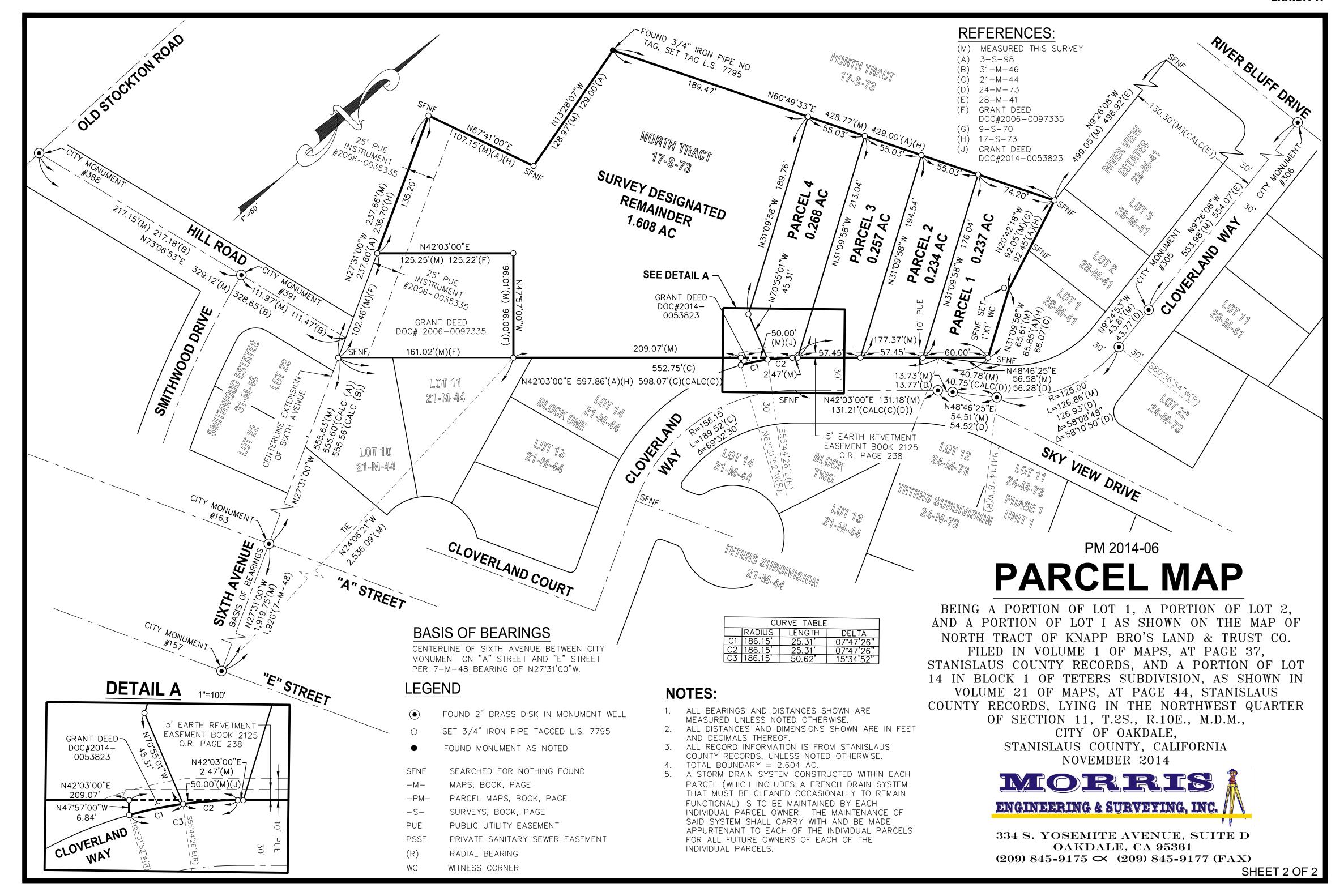


EXHIBIT B

DECLARATION

WHEN RECORDED RETURN TO:

City of Oakdale 455 S. Fifth Avenue Oakdale, CA 95361

MAINTENANCE DECLARATION AND ESTABLISHMENT OF RECIPRICAL EASEMENTS

This Declaration made this 25 day of _______, 2016 by Desert Bay Partners, LLC, a California Limited Liability Company hereinafter call the Declarant:

WHEREAS, Declarant is the owner of the certain real property located in Oakdale, Stanislaus County, California, more particularly described in Exhibit "A";

WHEREAS, said real property shall include common vehicular and pedestrian access, vehicle parking, common maintenance (hereafter referred to as "common improvements");

WHEREAS, Declarant desires to provide for the maintenance and repair of the common improvements;

WHEREAS, Declarant hereby establishes certain reciprocal easements upon each parcel of the real property which are intended and will run with the land and each parcel of the land now or hereafter comprising all or any portion of the real property is and will be affected and burdened by the covenant of its owner for the benefit of the other parcels of the real property and their respective heirs, successors and assigns;

NOW, THEREFORE, Declarant declares that the real property as described in Exhibit "A" is and shall be held, transferred, encumbered, used, sold, conveyed and occupied subject to this Declaration hereinafter set forth, expressly and exclusively for the use and benefit of each and every person and entity who now or in the future owns any portion of said real property.

DEFINITIONS

The following words when used in the Declaration (unless this context shall prohibit), shall have the following meaning:

- "The properties" shall mean and refer to all such existing properties, and additions thereto of divisions thereof, as are subject to this Declaration of any Supplemental Declaration hereto.
- 2. "Parcel" shall mean and refer to the parcel described in Exhibit "A" attached hereto.
- 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel of the properties but notwithstanding any applicable theory of any mortgage or deed of trust, shall not mean nor refer to any mortgages unless and until such mortgages or trustee of a deed of trust has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

The Declarant declares as follows:

MAINTENANCE OBLIGATION. The persons obligated by this
 Declaration are the owners of all parcels affected by the terms of this

- A. In January of each year, beginning the first January after the construction of said common improvements, the Manager shall prepare and submit to the owners a budget for improving, maintaining and repairing the common improvements of equal assessment for each parcel. The owners of each parcel shall pay 1/2 of the total proposed assessment, or the assessment approved by the owner's majority of the parcels, by not later than March 20, of that same year.
- **B.** The owner or owners of each parcel shall pay 1/2 of the cost of unanticipated reconstruction, repair and maintenance to the common improvements. The Manager shall give written notice of such cost to the owner or owners of each parcel. Each such assessment will be due within ten (10) days after the Manager mails the written notice.
- C. If any assessment is not paid within ten (10) days after it is due, the Manager or any other owner may bring suit, under section 845 of the California Civil Code, for payment of the assessment. Unpaid assessments shall bear interest at a rate of 10% per annum from the date they are now due until the date they are paid.
- D. No expense for improvement, maintenance or repair of the common improvements in excess of \$500.00 per parcel may be incurred without the consent of the owners of a majority of the parcels. Except, in an emergency, no expense over \$500.00 per

Declaration. Any party becoming an owner of any part of the properties shall be subject to all rights and obligations of this Declaration. In matters requiring a vote under this Declaration, there shall be one vote for each parcel. In case of property owned jointly by two or more parties, the party whose name first appears on the deed to the property shall be the voting owner.

- 2. MANAGEMENT. One natural person who is an owner shall be designated as Manager. Ben Bazar shall serve initially in this capacity until replaced by a majority vote of the owners and upon prior written consent of the City of Oakdale. The Manager shall, within thirty (30) days after the date of this Declaration, open an interest bearing account at a federally insured bank or savings and loan association. The Manager shall pay all maintenance and repair bills for the common improvements and shall collect, or cause to be collected, all assessments required hereunder. All expenses shall be paid on checks drawn on said bank account and signed by the Manager. The Manager shall keep records open to inspection to all owners.
- 3. ALLOCATION OF EXPENSE. The cost of any maintenance and repair for the common improvements shall be borne as follows: The cost shall be divided into two (2) equal parts, and the owner or owners of each parcel shall be obligated to pay one such equal part.
- **4. ASSESSMENT**. Owners shall pay assessments as hereinafter set forth:

item or \$1,000.00 total in any one year may be incurred until the Manager has obtained two written estimates for the services or materials being purchased.

- 5. ATTORNEY'S FEES. In the event that it becomes necessary to commence any legal proceeding to enforce any part of this Declaration, including but not limited to, the collection of assessments in default, the prevailing party in such legal proceeding shall be entitled to reasonable attorney's fees, in addition to any other remedy available to said prevailing party.
- 6. COVENANTS RUNNING WITH THE LAND. The covenants herein contained shall benefit the real property affected by the terms of this Declaration, and shall constitute covenants appurtenant to and running with the land and that said covenants shall bind the owners of the real property covered by this Declaration, and their heirs, successors, transferees and assigns, and it is therefore agreed that this Declaration shall be recorded in the Official Records in the County of Stanislaus, State of California.
- 7. NONLIABILITY. No owner shall be liable for any debt of any other owner, except obligations incurred by the Manager in carrying out the management responsibilities as described above.
- 8. SUCCESSORS IN INTEREST. The covenants herein shall inure to the benefit of the heirs, transferees, assigns and successors in interest of the Declarant thereto.

9. AMENDMENT. An amendment shall be effective when it has received written consent of the majority of the owners together with the prior written consent of the City of Oakdale and has been recorded in the Office of the Stanislaus County Recorder.

10. EASEMENTS.

- A. <u>Ingress and Egress</u>. Each owner with respect to its parcel grants to each other owner as grantee, for the benefit of each other owner and their respective occupants, customers and invitees and for the benefit of the parcels owned by such grantee a non-exclusive easement appurtenant to each grantee's parcel for the purpose of ingress and egress by vehicular and pedestrian traffic upon, over, across and through the access area located within the grantor's parcel.
- B. Parking. Each owner, with respect to its parcel, hereby grants to each other owner as grantee, for the benefit of each other owner, and their respective occupants, and invitees and for the benefit of the parcels owned by such grantee and as a burden on the grantor's parcel, a non-exclusive easement and appurtenant to each grantee's parcel for the purpose of vehicular parking upon the common area of such parcel for the purpose of access to the property.
- C. <u>Utility Lines</u>. Each owner, as grantor with respect to its parcel, hereby grants each other owner as grantee, for the benefit of each

easements, provided that in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business of the property; and provided further, the owner making or causing such installation will, at its expense, completely restore to the previously existing or better condition all common area improvements and surfaces disrupted as a result of such installation. In the event it should be necessary to grant any of the foregoing easements and rights with prior written consent by the City of Oakdale, to local utility companies as a condition of their providing or continuing service, such rights will be granted at no cost so long as the owners required to execute such instruments deem the terms and conditions of such a grant to be reasonably acceptable.

- 11. ENTIRE DECLARATION. This Declaration contains the entire declaration of covenants binding the owners for the improvement, maintenance, and repair of the common improvements and the granting of reciprocal easements.
- 12. GENDER, NUMBER, CAPTIONS. In this Declaration the masculine includes the feminine and neuter genders, and the singular number includes the plural. The captions contained herein are intended only for ease of identification of subject matter and are not a part of this Declaration, and do not limit or expand the meaning of any of the provisions of this Declaration.

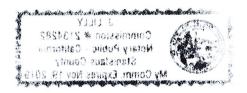
other owner and its parcel, non-exclusive easements appurtenant to the parcel owned by the grantee, under, through and across the common area of the parcel owned by the grantor for the installation, maintenance, repair and replacement of the water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains, transformers and other facilities for utilities necessary for the orderly development and operation of the common area and each building in the property. The rights granted pursuant to such easements will at all times be exercised in such manner as to cause the least interference with the rights of other owners and with the normal operation of the property. Except in an emergency, the right of any owner to enter upon the parcel of another owner for the exercise of any right pursuant to such easements will be conditioned upon obtaining the prior written consent of such other. All such systems, structures, mains, sewers, conduits, lines and other facilities, with the exception of transformers, for utilities will be installed and maintained below the surface or ground level of such easements. In the event an owner deems it necessary to cause the installation of a storm drain, electric line, sewer or other utilities across the common area of any other parcel subsequent to the initial paving and improving thereof, the owner thereof agrees not to unreasonably withhold the granting of any necessary additional

13. GRANTEE ACCEPTANCE. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or a contract of sale or agreement of purchase accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by same.

Executed in Stanislaus County, California

DECLARANT

Ву: _	Bu	C.	3	
		1.327	22 m	14 1 20
Bv:				



ACKNOWLEDGMENT

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

	validity of that document.
(State of California Stams law)
(On April 25, 2016 before me, J. Lilly (insert name and title of the officer)
p	personally appeared <u>Benjamin C. Bazar</u>
s h	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.
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
٧	VITNESS my hand and official seal. J. LILLY Completes # 2324289
S	Commission # 2134282 Notary Public - California Stanislaus County My Comm. Expires Nov 19, 2019

EXHIBIT "A"

All that certain property situate in the Northwest Quarter of Section 11, Township 2 South, Range 10 East, Mount Diablo Meridian, and lying in the City of Oakdale, County of Stanislaus, State of California, more particularly described as follows:

Parcel 4 and the Survey Designated Remainder as	shown upon	map entitled
"PM 2014-06", filed for record	_ in Book	_ of Parcel
Maps, at Page, Stanislaus County Records.		

Subject to all easements and right-of-way of record.

End Description

William D. Morris PLS No.: 7795

Exp.: 12-31-17

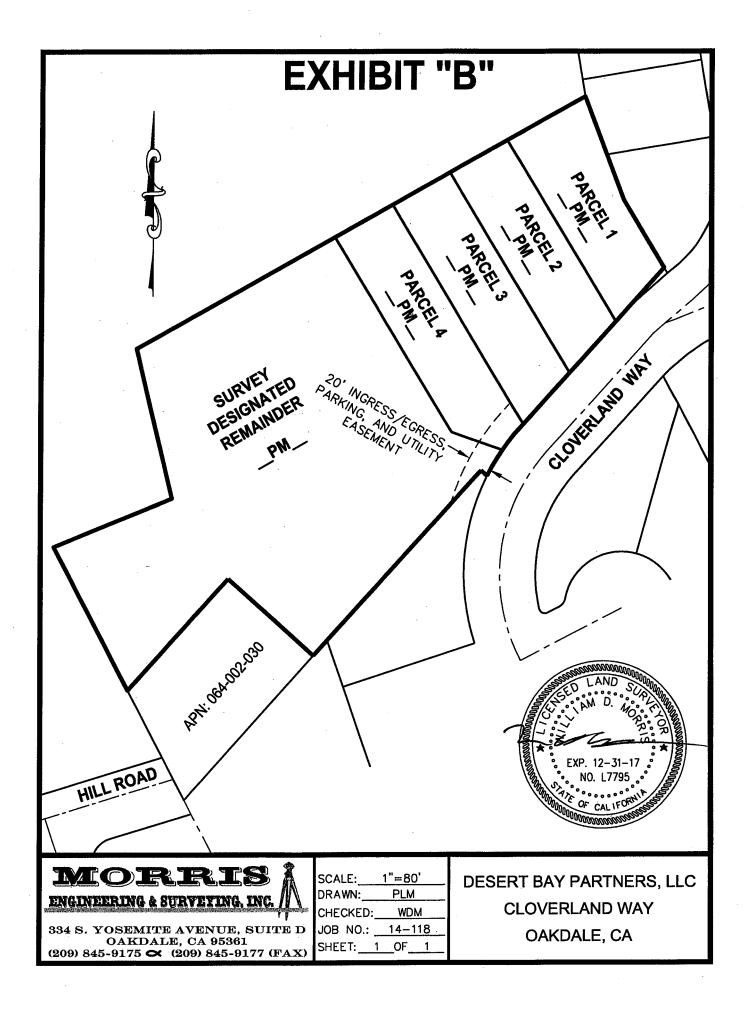


EXHIBIT C

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: May 2, 2016
NAME OF SUBDIVIDER: Ben Bazar (Referred to as "SUBDIVIDER")
NAME OF SUBDIVISION: Cloverland Way Subdivision (666 Hill Road) (Referred to as "SUBDIVISION")
TENTATIVE MAP RESOLUTION OF APPROVAL NO: 2014-04 (Referred to as "RESOLUTION OF APPROVAL")
IMPROVEMENT PLANS: TPM #2014-06 - Cloverland Way (5 Sheets), Approved 1/22/15 (Referred to as "IMPROVEMENT PLANS")
ESTIMATED TOTAL COST OF IMPROVEMENTS: \$190,420
ESTIMATED TOTAL COST OF MONUMENTATION:0-
SURETY: See Attached
BOND NOS.: See Attached

This agreement is made and entered into by and between the CITY OF OAKDALE, California, a Municipal Corporation of the State of California, hereinafter referred to as CITY, and the SUBDIVIDER.

RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, an amending final subdivision map, herein referred to as Final Map, of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and the CITY'S ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY'S ordinances and regulations relating to the filing, approval, and recordation of subdivision maps are collectively referred to in this agreement as the "Subdivision Laws."
- B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this agreement by reference.

agreement, including, but not limited to, SUBDIVIDER'S obligation to commence construction of the improvements by the time established in this agreement. CITY shall be entitled to all remedies available to it pursuant to this agreement and law in the event of default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Amending Final Map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER'S Obligations to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at SUBDIVIDER'S own expense, all the public improvement work required on the Tentative Map and Resolution of Approval in conformance with approved Improvement Plans and the CITY standards as follows:

<u>IMPROVEMENT</u>	<u>DEADLINE DATE</u>
All improvements shown in approved improvement plans	12-months after recordation

c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and CITY standards.

- 3. <u>Security.</u> SUBDIVIDER shall prior to commence of construction of improvements identified is Section 1.b above, guarantee SUBDIVIDER'S performance of this agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:
 - a. to assure faithful performance of this agreement in regard to said improvements in an amount of 100-percent of the estimated cost of the improvements; and,
 - b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 50-percent of the estimated cost of the-improvements; and
 - c. to guarantee or warranty the work done pursuant to this agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 25-percent of the estimated cost of the improvements; and
 - d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of \$300 per lot for setting subdivision monuments as stated previously in this agreement.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this agreement are incorporated into this agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this agreement. Upon filing of a replacement security with the City Clerk, the former security may be released.

4. Alterations to Improvement Plans.

a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 10-percent of the original estimated cost of the improvement, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this agreement. In the event such changes, alterations, or additions exceed 10-percent of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Paragraph 3 of this agreement for 100-percent of the total estimated cost of the improvement as changed, altered, or amended, minus any completed

reduced to an amount equal to the total claimed by all claimants for whom lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

- d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 11, the warranty period shall not commence until final acceptance of all the work and improvements by the City Council.
- e. The CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 7. Injury to Public Improvements, Public Property or Public Utilities Facilities. SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.
- 8. <u>Permits.</u> SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of SUBDIVIDER shall include, but not be limited to, SUBDIVIDER'S failure to timely commence construction of this agreement; SUBDIVIDER'S failure to timely complete construction of the improvements; SUBDIVIDER'S failure to timely cure any defect in the improvements; SUBDIVIDER'S failure to perform substantial construction work for period of 20 calendar days after commencement of the work.; SUBDIVIDER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within 30 days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance

- e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.
- Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to 11. this agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by SUBDIVIDER fails to fulfill any of the requirements of this agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work 20 days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety, and agrees to pay the cost of such work by CITY. Should the CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.
- 12. <u>SUBDIVIDER Not Agent of City.</u> Neither SUBDIVIDER nor any of SUBDIVIDER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this agreement.
- 13. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.
- 14. Other Agreements. Nothing contained in this agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this agreement commit CITY to any such

SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten years following the acceptance by the CITY of improvements. It is the intent of this section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance, or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

19. <u>Proof of Insurance.</u> Proof of insurance in the form of general liability coverage, automobile liability, workers compensation insurance, employer's liability, and course of construction coverage.

Minimum Limits of Insurance

During construction contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 4. Course of Construction: Completed value of the project.
- 20. Sale of Disposition of SUBDIVISION. Sale or other disposition of this property will not relieve SUBDIVIDER from the obligations set forth herein. If SUBDIVIDER sells the property or any portion of the property within the SUBDIVISION to any other person, the SUBDIVIDER may request a novation of this agreement and substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Paragraph 17 for the work or improvement done by SUBDIVIDER.
- 21. Time of the Essence. Time is of the essence of this agreement.
- 22. <u>Time for Commencement of Work/Time Extensions.</u> SUBDIVIDER shall commence substantial construction of the improvements required by this

- 26. <u>Captions.</u> The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.
- 27. <u>Incorporation of Recitals.</u> The Recitals to this agreement are hereby incorporated into the terms of this agreement.
- 28. <u>Entire Agreement.</u> This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the CITY, the appropriate party shall be the City Administrator.

IN WITNESS WHEREOF, this agreement is executed by CITY, by and through its City Administrator.

SUBDIVIDER (Proper Notarization of SUBDIVIDER'S signature is required and shall be attached.)	
By: Ben Bazar Desert Bay Properties, LLC	SEE ATTACHED FOR NOTORIAL SEAL
CITY OF OAKDALE	
By:	
ATTEST:	
APPROVED AS TO FORM:	
CITY ATTORNEY	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Stan 15 (au. 5) On 4-20-10 before me, Karey A Stock Public Date Here Insert Name and Title of the Officer Personally appeared Ben Cara 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(les), 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.
KAREY A. STOECK Commission # 2124014 Notary Public - California Stanislaus County My Comm. Expires Sep 16, 2019 Signature Sig
Place Notary Seal Above
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: Subdivision Income Document Date: 5-2-16 Number of Pages: Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: Corporate Officer — Title(s):

FINAL MAP CHECKLIST

NAME OF SUBDIVISION: Cloverland Way Subdivision (666 Hill Road) DATE FILED: NA ITEM: N/A Processing Fees as per Section 31-6 (City Engineer's, City Staff, Plan Checking, etc.) -complete-Tracing of Final Map(s) with all signatures except Planning Commission Statement and Clerk (Section 31-34). All black India ink per County Recorder's -completerequirements. Engineer's Estimate plus 10-percent of improvement \$217,028.00 costs. Improvement security as per Section 31-79. Performance: 100% of Engineer's Estimate \$217,028.00 Labor Materials: 50% of Engineer's Estimate \$108,514.00 Warranty: 25% of Engineer's Estimate \$54,257.00 Monumentation: \$300 Per Lot \$1,200.00 Subdivision Improvement Agreement Received Date: Title Company Report Certifying Ownership (Section 31-30). -complete-City of Oakdale staff field deposit of 2-1/2% inspection of subdivision improvements. Plus 10% of Engineer's estimate for public improvements. \$7,434.80 Deposit for the formation and/or annexation to Community Service District (CFD) -complete-

NOTE: WHEN ALL THE ABOVE HAVE BEEN FILED WITH THE CITY CLERK, BUT NOT LESS THAN 6 DAYS PRIOR—THE MATTER MAY BE SET FOR THE NEXT CITY COUNCIL MEETING.

CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Date: May 2, 2016

To: Mayor and City Council

From: Albert Avila, Finance Director

Subject:

- 1. Open the noticed Public Hearing for all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD 2007-1 (Public Safety Services) ("CFD No. 2007-1"), and the levy of special taxes within the area proposed to be annexed to CFD 2007-1 (Annexation No. 7) (APN 064-002-029)
- 2. Close the Public Hearing following a full and fair hearing where all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD 2007-1 and the levy of special taxes within the areas proposed to be annexed have been heard (Annexation No. 7).
- 3. Adopt Resolution No. 2016-xxx ordering the Annexation of Additional Territory to City of Oakdale Community Facilities District No. 2007-1, the levy of special taxes therein and submitting levy of special taxes to qualified electors (Annexation No. 7).

I. BACKGROUND:

In 2007, the City established the City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) (CFD No. 2007-1), for the purpose of establishing a special tax, paid by new residential property owners, to help off-set the additional costs of providing Public Safety Services to new residents.

II. DISCUSSION:

The proposed CFD No. 2007-1 Annexations will provide funding for public safety services including, fire services, law enforcement, code enforcement and animal control. Funding will also include the costs of personnel, equipment replacement, maintenance, and professional contract services and services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls and reserves for repair and replacement of facilities, improvements, vehicles and equipment. The property owners have voted to approve the annexation.

At the April 18, 2016 the Council adopted Resolution 2016-133 declaring the City's intent to annex the territory into CFD 2007-1 and set the public hearing for tonight's Council Meeting.

III. FISCAL IMPACT:

The maximum annual special tax rates for fiscal year 2016/17 are as follows;

Single Family Residential – \$511.43 per unit Multi-Family Residential – \$340.94 per unit

IV. RECOMMENDATION:

That the City Council adopt the Resolution of the City Council of the City of Oakdale 2016xxx Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings and Directing the Recording of an Amendment to Notice of Special Tax Lien for Annexation No. 7.

V. ATTACHMENTS:

- Attachment A: Draft Resolutions 2016-xxx, Annexation of Territory to the City of Oakdale Community Facilities District No. 20157-01 (Public Safety Services) Authorizing the Levy of special taxes therein and submitting the levy of special taxes to qualified electors (Annexation No.7). The form of each Ballot is to be attached to each appropriate Resolution as Exhibit A.
- **Attachment B:** Draft Resolutions 2016-xxx, Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings and Directing the Recording of an Amendment to Notice of Special Tax Lien for Annexation No. 7.
- **Attachment C:** City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) Rate and Method of Apportionment.
- **Attachment D:** City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) Boundary Map (Annexation Map No. 7).

IN THE CITY COUNCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE OF ANNEXATION OF TERRITORY TO THE CITY OF OAKDALE COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SAFETY SERVICES), AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN AND SUBMITTING LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS ANNEXATION NO. 7

THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF OAKDALE (THE "CITY") DOES HEREBY RESOLVE THAT:

WHEREAS, the Council, on May 2, 2016, adopted Resolution No. 2016-xxx entitled, "A Resolution of the City Council of the City of Oakdale Declaring Intent to Annex Territory to the City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) and to Authorize the Levy of Special Taxes Therein – Annexation No. 7" (the "Resolution of Intention") stating its intention to annex territory to the City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) (the "District"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311 of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed into the District, and describing the services to be funded by the District, and the rate and method of apportionment of the special tax to be levied within the District to pay for the services is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on May 2, 2016 this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory into the District; and

WHEREAS, at the public hearing all interested persons were afforded the opportunity to hear and be heard on all matters pertaining to the annexation of territory to the District and the levy of special taxes within the area annexed; and

WHEREAS, Annexation Map No. 7 to the District has been filed with the County Recorder of the County of Stanislaus, which map shows the territory to be annexed in these proceedings, and a copy of the map is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE COUNCIL AS FOLLOWS:

Section 1. **Findings**. The Council finds that:

- (a) **Recitals:** The foregoing recitals are true and correct;
- (b) **No Majority Protest:** The proposed special tax to be levied within the territory to be annexed has not been precluded by majority protest, pursuant to Section 53324 of the Act:
- (c) **Prior Proceedings Valid:** All prior proceedings taken by the Council with respect to the District and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the District has been validly established pursuant to the Act;
- (d) **Boundaries of the District:** The boundaries of the territory to be annexed into the District, as described in Annexation Map No. 7 to the District is on file with the City Clerk and heretofore recorded on April 19, 2016 in the Stanislaus County Recorder's Office in Volume 5 at Page 36 of Maps of Assessment and Community Facilities Districts (Document No. 2016-0027839), are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the District, and said territory is hereby ordered annexed into the District, subject to voter approval of the levy of special taxes herein as hereinafter provided (e) **Issue Submitted:** Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed into the District shall be submitted to the qualified electors of the area to be annexed into the District at an
- (f) **Qualified Electors:** This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed into the District for each of the 48 days preceding the close of the public hearing held on May 2, 2016 heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that the qualified electors, for purposes of this annexation, are the sole landowners within the territory proposed to be annexed into the District and that the vote shall be by said landowners, having one vote for each acre or portion thereof said landowners own in the territory proposed to be annexed into the District;

election called therefore as hereinafter provided;

(g) **Conduct of Election:** This Council called a special election to consider the measure described in Section (f) above, which election was held immediately following adoption of Resolution No. 2016-xxx. The City Clerk was designated as the official to conduct said election. It is hereby acknowledged that the City Clerk has on file the Resolution of Intention, a certified map of the proposed boundaries of the territory to be annexed into the District, and a sufficient description to allow the City Clerk to determine the boundaries of the territory to be annexed into the District.

The voted ballot was returned to the City Clerk; and when the qualified electors returned such voted ballot, the election closed on May 2, 2016.

Pursuant to Section 53327 of the Act, the election was conducted by messenger or mail-delivered ballot pursuant to the California Elections Code.

(h) **Ballot:** This Council acknowledges that the City Clerk has caused to be delivered to the qualified electors of the territory to be annexed, a ballot in the form set forth in Exhibit A, attached hereto;

The ballot was accompanied by all supplies and written instruction necessary for the use and return of the ballot. The envelope used to return the ballot was enclosed with the ballot, had the postage prepaid, and contained the following: (i) the name and address of the landowners, (ii) a declaration, under penalty of perjury, stating that the voters are the owners of record or the authorized representatives of the landowners entitled to vote and are the persons whose names appear on the envelope, (iii) the printed names, signatures and address of the voters, (iv) the date of signing and place of execution of the declaration pursuant to clause (ii) above, and (v) a notice that the envelope contains an official ballot and was opened only by the canvassing Council's designated official as described in Section (g) above.

Analysis and arguments with respect to the ballot measure is hereby waived, as provided in Section 53327 of the Act.

- (i) Receipt of Ballot: The City Clerk accepted the ballot of the qualified electors prior to the adoption of this Resolution, personally delivered or received via the U.S. Postal Service. The City Clerk had available a ballot marked at said location on the Election Day by the qualified electors;
- (j) Waivers: This Council further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution to lapse before said special election is for the protection of the qualified electors of the territory to be annexed into the District. A petition and waiver executed by the qualified electors, and on file with the City Clerk, of the area to be annexed into the District contains a waiver of any time limit pertaining to the conduct of the election and a waiver of any requirement for ballot measure analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully appraised of and have agreed to the shortened time for the election and waiver of ballot measure analysis and arguments, and will have hereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election; and

(k) **Effective Date:** This Resolution shall take effect upon its adoption by the Council.

Section 2. Annexation. The Council declares that it authorizes the annexation of territory of Annexation No. 7 to the District.

Section 3. Authorization. The Council declares that it authorizes the levy of Special Taxes therein.

I, Kathy Teixeira, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2016-xxx was adopted by the City Council of the City of Oakdale at a regular meeting held on the 2, day of May, 2016 by the following vote:

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd day of MAY, 2016.

Pat Paul, Mayor City of Oakdale

Kathy Teixeira, City Clerk City of Oakdale

I, Kathy Teixeira, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2016- was adopted by the City Council of the City of Oakdale at a regular meeting held on the 2nd day of May, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Kathy Teixeira, CMC City Clerk City of Oakdale

OFFICIAL BALLOT

SPECIAL LANDOWNER ELECTION

NUMBER OF VOTES ENTITLED TO BE CAST: 14 (All Votes)

CITY OF OAKDALE COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SAFETY SERVICES)

ANNEXATION NO. 7

This official ballot is for a special landowner election. You must return this ballot prior to the close of the Public Hearing on Monday, October 20, 2014. You have two options for returning the ballot: firstly, you may mail it back in the enclosed, postage paid envelope, to the office of the City Clerk of the City of Oakdale, located at 280 N. Third Avenue. If you choose this option, please be aware that the ballot must be received by Monday, May 2, 2016. Post marked envelopes received after that date cannot be accepted. Secondly, you may hand deliver the ballot (please use the enclosed envelope and be sure it is sealed), either to the office of the City Clerk, prior to 5:00 p.m. on Monday, May 2, 2016, or you may hand it in at the Public Hearing.

To cast your ballot properly, please mark "X" on the line after the word "Yes" or after the word "No". Please make only one choice. All marks otherwise made are forbidden and shall render the ballot void. If you wrongly mark, tear or deface the ballot, return it to the City Clerk's office and obtain a replacement.

Land Owner (s): Desert Bay Partners. (Cloverdale Way)

Address: 334 S. Yosemite, Suite D

Oakdale, CA 95361

Declaration of Authorization

The undersigned certifies under penalty of perjury that he/she is	entitled to complete and submit this waiver
Signature of Land Owner (or authorized representative)	
Printed Name	
Date	

BALLOT MEASURE: Shall the City of Oakdale be authorized to annually levy a special tax on taxable parcels within Community Facilities District No. 2007-1 (Public Safety Services), (the "District") and specifically within the boundaries of Annexation No. 7, in accordance with the Rate and Method of Apportionment of Special Tax, as detailed in the "Resolution of Intention to Annex Territory" into the District - Annexation No. 7, and to Authorize the Annexation and Levy of Special Taxes Therein", to be adopted by the City Council on May 2, 2016, to commence in Fiscal Year 2016/2017 or later.

IN THE CITY COUNCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS AND DIRECTING THE RECORDING OF A SEVENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN – ANNEXATION NO. 7

THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF OAKDALE (THE "CITY") DOES HEREBY RESOLVE THAT:

WHEREAS, in proceedings conducted by this Council pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), , on the date hereof, this Council adopted a resolution titled "Resolution of the City Council of the City of Oakdale of Annexation of Territory to the City of Oakdale Community Facilities District No. 2007-1 (Public Safety Services) (the "District"), Authorizing the Levy of Special Taxes and Submitting Levy of Special Taxes to Qualified Elector(s) – Annexation No. 7" (the Resolution of Annexation"), which called for a special election of the qualified elector(s) within the territory of land proposed to be annexed to the District; and

WHEREAS, pursuant to the terms of the Resolution of Annexation, which is by this reference incorporated herein, the special election has been held and the City Clerk has filed a Canvass and Statement of Result of Election, a copy of which is attached hereto as Exhibit A; and.

WHEREAS, this Council has reviewed said canvass and hereby approves it.

NOW, THEREFORE, IT IS ORDERED as follows:

- 1. Issues Presented: The issue presented at the special election was the levy of special taxes within the territory annexed to the District, to be levied in accordance with the formula heretofore approved by this Council, all as described in Resolution No. 2016-XXX, titled "A Resolution of the City Council of the City of Oakdale of Intention to Annex Territory into the City of Oakdale's Community Facilities District No. 2007-1 (Public Safety Services) and to Authorize the Levy of Special Taxes Therein Annexation No. 7."
- **2. Canvass and Issues Approved:** Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the sole landowner of the territory annexed into the District at the special election.
- **3. Proceedings Approved:** Pursuant to voter approval, the annexed territory is hereby declared to be fully annexed to and part of the District, and this Council may levy special taxes therein as heretofore provided in these proceedings.

- **4. Prior Proceedings Valid:** It is hereby found that all prior proceedings and actions taken by this Council, with respect to the District and territory annexed thereto, were valid and in conformance with the Act.
- **5. Amended Notice of Special Tax Lien:** Within 15 days of the date of the adoption of this Resolution, the City Clerk shall execute and cause to be recorded in the Office of the County Recorder of Stanislaus County, a Second Amendment to the Notice of Special Tax Lien, as required by Section 3117.5 of the California Streets and Highways Code.
- **6. Effective Date:** This Resolution shall take effect upon its adoption by the Council.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd day of MAY, 2016.

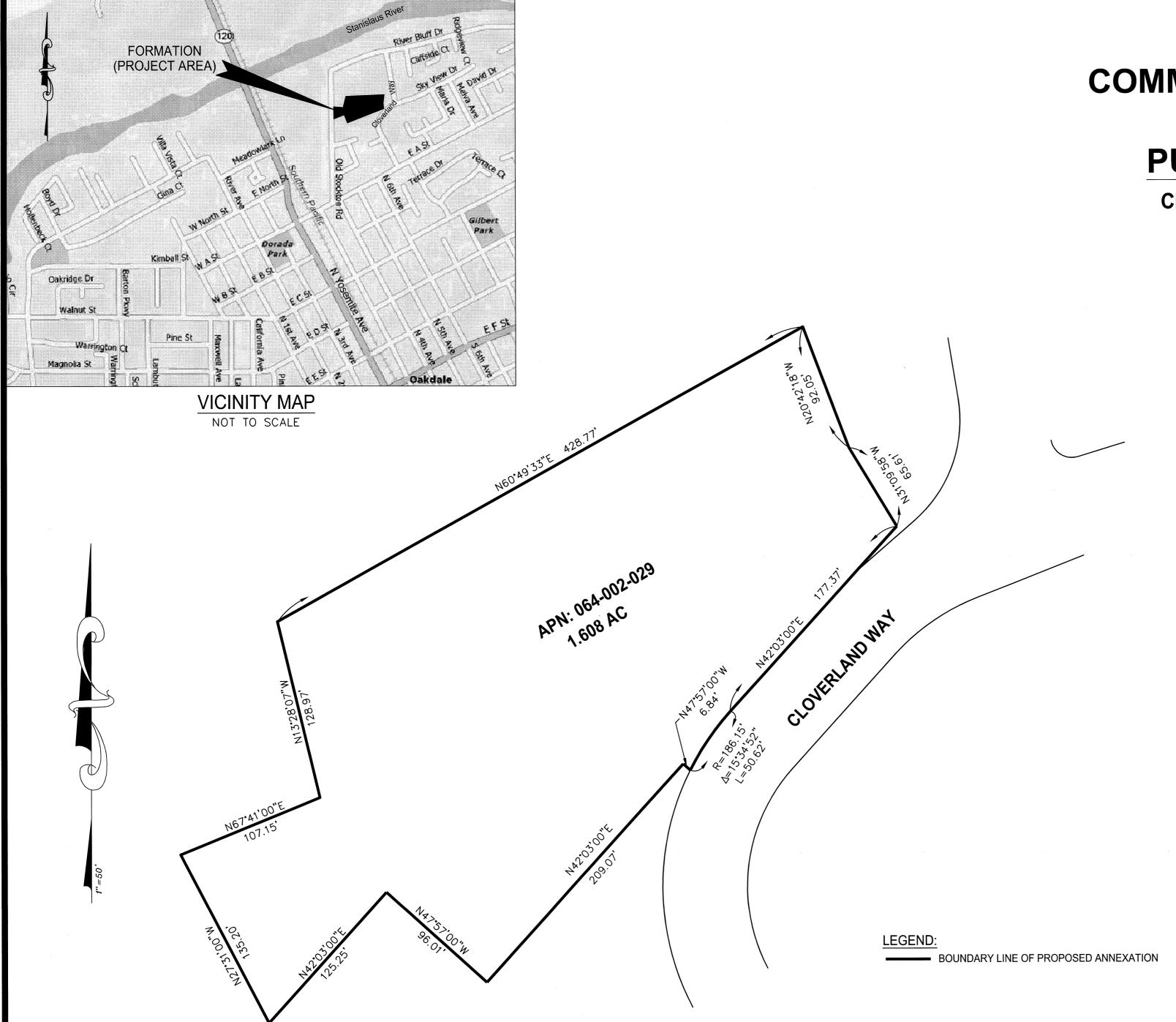
Pat Paul, Mayor
City of Oakdale

Kathy Teixeira, City Clerk
City of Oakdale

I, Kathy Teixeira, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2016-XXX was adopted by the City Council of the City of Oakdale at a regular meeting held on the 2nd day of May, 2016 by the following vote:

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

Kathy Teixeira, CMC City Clerk City of Oakdale



BOUNDARY MAP CITY OF OAKDALE COMMUNITY FACILITIES DISTRICT 2007-1 PUBLIC SAFETY SERVICES

CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA SCALE 1"=50' MARCH 2016

ANNEXATION NO. 7

CITY CLERK'S STATEMENT:
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKDALE
THIS, 2016.
KATHY TEIXIERA, CITY CLERK
CITY CLERK'S CERTIFICATE: I HEARBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2007—1, PUBLIC SAFETY SERVICES, CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKDALE, AT A MEETING THEREOF.
HELD ON THE, 2016.
BY ITS RESOLUTION NO
KATHY TEIXIERA, CITY CLERK RECORDER'S STATEMENT:
FILED THIS DAY OF
IN BOOKOF MAPS OF ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS, AT PAGE, STANISLAUS COUNTY RECORDS.
INSTRUMENT NO:
FEE: \$
LEE LUNDRIGAN
COUNTY RECORDER OF DEPUTY RECORDER STANISLAUS COUNTY, CALIFORNIA
DDINT NAME:



SHEET 1 OF 1

CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Date: April 18, 2016

To: Mayor and City Council

From: Albert Avila, Finance Director

Subject:

- 1. Open the noticed Public Hearing for all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD 2015-1 (Maintenance Services) ("CFD No. 2015-1"), and the levy of special taxes within the area proposed to be annexed to CFD 2015-1 (Annexation No. 1) (APN 064-002-029).
- 2. Close the Public Hearing following a full and fair hearing where all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD 2015-1 and the levy of special taxes within the areas proposed to be annexed have been heard (Annexation No. 1).
- 3. Adopt Resolution No. 2016-xxx ordering the Annexation of Additional Territory to City of Oakdale Community Facilities District No. 2015-1, the levy of special taxes therein and submitting levy of special taxes to qualified electors (Annexation No. 1).

I. BACKGROUND:

In August 2015, the City established the City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) (CFD No. 2015-01), for the purpose of establishing a special tax, paid by new residential property owners, to help off-set the additional costs of providing services related to the maintenance of streets, street lights, drainage facilities, the treatment of storm water run-off, and landscaping to new residents.

II. DISCUSSION:

The proposed CFD No. 2015-01 Annexation will provide funding for the services mentioned above. Funding will also include the costs of personnel, equipment replacement, maintenance, and professional contract services and services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls and reserves for repair and replacement of facilities, improvements, vehicles and equipment. The property owners have voted to approve the annexation.

III. FISCAL IMPACT:

The maximum annual special tax rates for fiscal year 2016/17 are as follows;

Single Family Residential – \$321.02 per unit Multi-Family Residential – \$192.62 per unit

IV. RECOMMENDATION:

That the City Council adopt the Resolution of the City Council of the City of Oakdale 2016xxx Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings and Directing the Recording of an Amendment to Notice of Special Tax Lien for Annexation No. 1.

V. ATTACHMENTS:

Attachment A: Draft Resolutions 2016-xxx Annexation of Territory to the City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) Authorizing the Levy of special taxes therein and submitting the levy of special taxes to qualified electors (Annexation No.1). The form of each Ballot is to be attached to each appropriate Resolution as Exhibit A.

Attachment B: Draft Resolutions 2016-xxx, Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings and Directing the Recording of an Amendment to Notice of Special Tax Lien for Annexation No. 1.

Attachment C: City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) Boundary Map (Annexation No.1).

Assessment Calculations Hill Road/Cloverland Way Subdivision - Desert Bay Properties (CD-1422, TPM 2014-06) CFD 2015-01 - Maintenance District

SURFACE IMPROV	/EMENTS:			Freq.	Unit	Application	No.	Life Cycle	Life Cycle	Annual
Description	Quantity	Unit	Treatment	(yrs)	Cost	Cost	Appl.	Cost	Total Cost	Cost
AC Paving	0.05	mi.	Street Sweeping	1	\$25.00	\$1.23	12	\$14.77		
	5,720	SF	Crack Seal	3	\$0.02	\$114.40	3	\$343.20		
	5,720	SF	Slurry Seal	6	\$1.50	\$8,580.00	1	\$8,580.00		
	5,720	SF	Grind & Overlay	12	\$3.00	\$17,160.00	1	\$17,160.00	\$26,097.97	\$2,174.83
Curb & Gutter	260	LF	Spot Repair	5	10%	\$780.00	12	\$9,360.00		
	260	LF	Remove & Replace	60	\$30.00	\$7,800.00	0	\$0.00	\$9,360.00	\$156.00
Sidewalks	1,300	SF	Spot Repair	5	5%	\$520.00	12	\$6,240.00		
	1,300	SF	Remove & Replace	60	\$8.00	\$10,400.00	0	\$0.00	\$6,240.00	\$104.00
Street Lights	1	EA	Replace Bulb	12	\$500.00	\$500.00	5	\$2,000.00		
	1	EA	Remove & Replace	60	\$6,000.00	\$6,000.00	1	\$6,000.00	\$8,000.00	\$133.33
		·						SUBTOTAL	\$49.697.97	\$2,568,16

Discount 50% for use of road by general public: (\$1,284.08)

TOTAL ANNUAL ASSESSMENT: \$1,284.08

Number or Residential Units: 4
Annual Assessment Per Unit: \$321.02
Monthly Assessment Per Unit: \$26.75

IN THE CITY COUNCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE OF ANNEXATION OF TERRITORY TO THE CITY OF OAKDALE COMMUNITY FACILITIES DISTRICT NO. 2015-01 (MAINTENANCE SERVICES), AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN AND SUBMITTING LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS ANNEXATION NO. 1

THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF OAKDALE (THE "CITY") DOES HEREBY RESOLVE THAT:

WHEREAS, the Council, on April 18, 2016, adopted Resolution No. 2016-xxx entitled, "A Resolution of the City Council of the City of Oakdale Declaring Intent to Annex Territory to the City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) and to Authorize the Levy of Special Taxes Therein – Annexation No. 1" (the "Resolution of Intention") stating its intention to annex territory to the City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) (the "District"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311 of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed into the District, and describing the services to be funded by the District, and the rate and method of apportionment of the special tax to be levied within the District to pay for the services is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on May 2, 2016 this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory into the District; and

WHEREAS, at the public hearing all interested persons were afforded the opportunity to hear and be heard on all matters pertaining to the annexation of territory to the District and the levy of special taxes within the area annexed; and

WHEREAS, Annexation Map No. 1 to the District has been filed with the County Recorder of the County of Stanislaus, which map shows the territory to be annexed in these proceedings, and a copy of the map is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE COUNCIL AS FOLLOWS:

Section 1. Findings. The Council finds that:

- (a) **Recitals:** The foregoing recitals are true and correct;
- (b) **No Majority Protest:** The proposed special tax to be levied within the territory to be annexed has not been precluded by majority protest, pursuant to Section 53324 of the Act:
- (c) **Prior Proceedings Valid:** All prior proceedings taken by the Council with respect to the District and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the District has been validly established pursuant to the Act;
- (d) **Boundaries of the District:** The boundaries of the territory to be annexed into the District, as described in Annexation Map No. 1 to the District is on file with the City Clerk and heretofore recorded on April 19, 2016 in the Stanislaus County Recorder's Office in Volume 5 at Page 36 of Maps of Assessment and Community Facilities Districts (Document No. 2016-0027840), are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the District, and said territory is hereby ordered annexed into the District, subject to voter approval of the levy of special taxes herein as hereinafter provided (e) **Issue Submitted:** Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed into the District shall be submitted to the qualified electors of the area to be annexed into the District at an
- submitted to the qualified electors of the area to be annexed into the District shall be submitted to the qualified electors of the area to be annexed into the District at an election called therefore as hereinafter provided;

 (f) Qualified Electors: This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed into the District
- (f) **Qualified Electors:** This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed into the District for each of the 48 days preceding the close of the public hearing held on May 16th, 2016 heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that the qualified electors, for purposes of this annexation, are the sole landowners within the territory proposed to be annexed into the District and that the vote shall be by said landowners, having one vote for each acre or portion thereof said landowners own in the territory proposed to be annexed into the District:

(g) **Conduct of Election:** This Council called a special election to consider the measure described in Section (f) above, which election was held immediately following adoption of Resolution No. 2016-xxx. The City Clerk was designated as the official to conduct said election. It is hereby acknowledged that the City Clerk has on file the Resolution of Intention, a certified map of the proposed boundaries of the territory to be annexed into the District, and a sufficient description to allow the City Clerk to determine the boundaries of the territory to be annexed into the District.

The voted ballot was returned to the City Clerk; and when the qualified electors returned such voted ballot, the election closed on May 2, 2016.

Pursuant to Section 53327 of the Act, the election was conducted by messenger or mail-delivered ballot pursuant to the California Elections Code.

(h) **Ballot:** This Council acknowledges that the City Clerk has caused to be delivered to the qualified electors of the territory to be annexed, a ballot in the form set forth in Exhibit A, attached hereto;

The ballot was accompanied by all supplies and written instruction necessary for the use and return of the ballot. The envelope used to return the ballot was enclosed with the ballot, had the postage prepaid, and contained the following: (i) the name and address of the landowners, (ii) a declaration, under penalty of perjury, stating that the voters are the owners of record or the authorized representatives of the landowners entitled to vote and are the persons whose names appear on the envelope, (iii) the printed names, signatures and address of the voters, (iv) the date of signing and place of execution of the declaration pursuant to clause (ii) above, and (v) a notice that the envelope contains an official ballot and was opened only by the canvassing Council's designated official as described in Section (g) above.

Analysis and arguments with respect to the ballot measure is hereby waived, as provided in Section 53327 of the Act.

- (i) Receipt of Ballot: The City Clerk accepted the ballot of the qualified electors prior to the adoption of this Resolution, personally delivered or received via the U.S. Postal Service. The City Clerk had available a ballot marked at said location on the Election Day by the qualified electors;
- (j) Waivers: This Council further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution to lapse before said special election is for the protection of the qualified electors of the territory to be annexed into the District. A petition and waiver executed by the qualified electors, and on file with the City Clerk, of the area to be annexed into the District contains a waiver of any time limit pertaining to the conduct of the election and a waiver of any requirement for ballot measure analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully appraised of and have agreed to the shortened time for the election and waiver of ballot measure analysis and arguments, and will have hereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election; and

(k) **Effective Date:** This Resolution shall take effect upon its adoption by the Council.

Section 2. Annexation. The Council declares that it authorizes the annexation of territory of Annexation No. 1 to the District.

Section 3. Authorization. The Council declares that it authorizes the levy of Special Taxes therein.

I, Kathy Teixeira, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2016-xxx was adopted by the City Council of the City of Oakdale at a regular meeting held on the 2ndth day of May, 2016 by the following vote:

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd day of MAY, 2016.

Pat Paul, Mayor City of Oakdale

Kathy Teixeira, City Clerk City of Oakdale

I, Kathy Teixeira, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2016- was adopted by the City Council of the City of Oakdale at a regular meeting held on the 2nd day of May, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Kathy Teixeira, CMC City Clerk City of Oakdale

OFFICIAL BALLOT

SPECIAL LANDOWNER ELECTION

NUMBER OF VOTES ENTITLED TO BE CAST: 14 (All Votes)

CITY OF OAKDALE COMMUNITY FACILITIES DISTRICT NO. 2015-01 (MAINTENANCE SERVICES)

ANNEXATION NO. 1

This official ballot is for a special landowner election. You must return this ballot prior to the close of the Public Hearing on Monday, May 2, 2016. You have two options for returning the ballot: firstly, you may mail it back in the enclosed, postage paid envelope, to the office of the City Clerk of the City of Oakdale, located at 280 N. Third Avenue. If you choose this option, please be aware that the ballot must be <u>received</u> by Monday, May 2, 2016. Post marked envelopes received after that date cannot be accepted. Secondly, you may hand deliver the ballot (please use the enclosed envelope and be sure it is sealed), either to the office of the City Clerk, prior to 5:00 p.m. on the same day or you may hand it in at the Public Hearing.

To cast your ballot properly, please mark "X" on the line after the word "Yes" or after the word "No". Please make only one choice. All marks otherwise made are forbidden and shall render the ballot void. If you wrongly mark, tear or deface the ballot, return it to the City Clerk's office and obtain a replacement.

Land Owner (s): Desert Bay Partners, LLC (Cloverdale Way)

Address: 334 S. Yosemite, Suite D

Oakdale, CA 95361

Declaration of Authorization

The undersigned certifies under penalty of perjury that he/she	is entitled to complete and submit this waiver.
Signature of Land Owner (or authorized representative)	
Printed Name	
Date	

BALLOT MEASURE: Shall the City of Oakdale be authorized to annually levy a special tax on taxable parcels within Community Facilities District No. 2015-01 (Maintenance Services), (the "District") and specifically within the boundaries of Annexation No. 1, in accordance with the Rate and Method of Apportionment of Special Tax, as detailed in the "Resolution of Intention to Annex Territory" into the District - Annexation No. 1, and to Authorize the Annexation and Levy of Special Taxes Therein", to be adopted by the City Council on May 2, 2016, to commence in Fiscal Year 2016/2017 or later.

YES: _		
NO:		

IN THE CITY COUNCIL OF THE CITY OF OAKDALE STATE OF CALIFORNIA CITY COUNCIL RESOLUTION 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS AND DIRECTING THE RECORDING OF A FIRST AMENDMENT TO NOTICE OF SPECIAL TAX LIEN – ANNEXATION NO. 1

THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF OAKDALE (THE "CITY") DOES HEREBY RESOLVE THAT:

WHEREAS, in proceedings conducted by this Council pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), , on the date hereof, this Council adopted a resolution titled "Resolution of the City Council of the City of Oakdale of Annexation of Territory to the City of Oakdale Community Facilities District No. 2015-01 (Maintenance Services) (the "District"), Authorizing the Levy of Special Taxes and Submitting Levy of Special Taxes to Qualified Elector(s) – Annexation No. 1" (the Resolution of Annexation"), which called for a special election of the qualified elector(s) within the territory of land proposed to be annexed to the District; and

WHEREAS, pursuant to the terms of the Resolution of Annexation, which is by this reference incorporated herein, the special election has been held and the City Clerk has filed a Canvass and Statement of Result of Election, a copy of which is attached hereto as Exhibit A; and.

WHEREAS, this Council has reviewed said canvass and hereby approves it.

NOW, THEREFORE, IT IS ORDERED as follows:

- 1. Issues Presented: The issue presented at the special election was the levy of special taxes within the territory annexed to the District, to be levied in accordance with the formula heretofore approved by this Council, all as described in Resolution No. 2016-XXX, titled "A Resolution of the City Council of the City of Oakdale of Intention to Annex Territory into the City of Oakdale's Community Facilities District No. 2015-01 (Maintenance Services) and to Authorize the Levy of Special Taxes Therein Annexation No. 1."
- **2. Canvass and Issues Approved:** Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the sole landowner of the territory annexed into the District at the special election.
- **3. Proceedings Approved:** Pursuant to voter approval, the annexed territory is hereby declared to be fully annexed to and part of the District, and this Council may levy special taxes therein as heretofore provided in these proceedings.

- **4. Prior Proceedings Valid:** It is hereby found that all prior proceedings and actions taken by this Council, with respect to the District and territory annexed thereto, were valid and in conformance with the Act.
- **5. Amended Notice of Special Tax Lien:** Within 15 days of the date of the adoption of this Resolution, the City Clerk shall execute and cause to be recorded in the Office of the County Recorder of Stanislaus County, a Second Amendment to the Notice of Special Tax Lien, as required by Section 3117.5 of the California Streets and Highways Code.
- **6. Effective Date:** This Resolution shall take effect upon its adoption by the Council.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 2nd day of May, 2016.

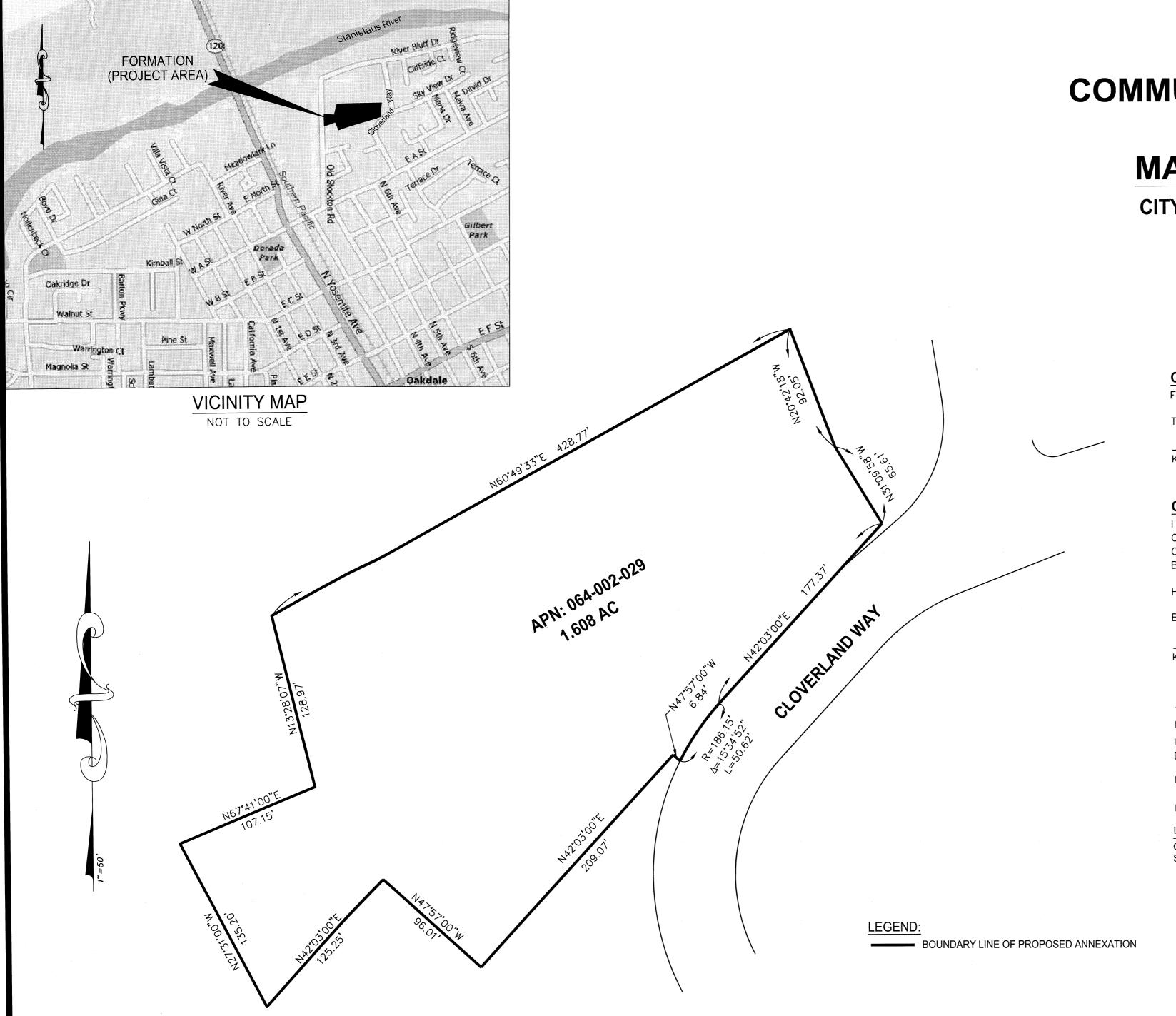
Pat Paul, Mayor
City of Oakdale

Kathy Teixeira, City Clerk
City of Oakdale

I, Kathy Teixeira, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2016- was adopted by the City Council of the City of Oakdale at a regular meeting held on the 2nd day of May, 2016 by the following vote:

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

Kathy Teixeira, CMC City Clerk City of Oakdale



BOUNDARY MAP CITY OF OAKDALE COMMUNITY FACILITIES DISTRICT 2015-01 MAINTENANCE SERVICES

CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA SCALE 1"=50' MARCH 2016

ANNEXATION NO. 1

CITY CLERK'S STATEMENT:	
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKDALE	
THIS, 2016.	
KATHY TEIXIERA, CITY CLERK	
CITY CLERK'S CERTIFICATE: I HEARBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2015-01, MAINTENANCE SERVICES, OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPLBY THE CITY COUNCIL OF THE CITY OF OAKDALE, AT A MEETING THEREOUS	ROVED
HELD ON THE, 2016.	
BY ITS RESOLUTION NO	
KATHY TEIXIERA, CITY CLERK	
RECORDER'S STATEMENT:	
FILED THIS DAY OF, 2016, AT O'CLOCK	
IN BOOKOF MAPS OF ASSESSMENT DISTRICTS AND COMMUNITY FADISTRICTS, AT PAGE, STANISLAUS COUNTY RECORDS.	
INSTRUMENT NO:	
FEE: \$	
LEE LUNDRIGAN	
COUNTY RECORDER OF DEPUTY RECORDER STANISLAUS COUNTY, CALIFORNIA	
PRINT NAME:	



SHEET 1 OF 1



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Report Date: May

May 2, 2016

To:

Mayor and City Council

From:

Albert Avila, Finance Director

Carolyn Wheeler, City Treasurer

Subject:

Treasurer's Reports

I. BACKGROUND

The Treasurer's Reports for the month of March 2016 are attached.

II. DISCUSSION

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

III. RECOMMENDATION

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

IV. ATTACHMENTS

Attachment A: Tre

Treasurer's Report dated March 31, 2016.

CITY OF OAKDALE TREASURER'S REPORT SCHEDULE OF CASH AND INVESTMENTS 3/31/2016

Type of Investment	Interest Rate	Maturity Date		
Cash and Cash Equivalents	_	B B	•	4 404 004 00
Oak Valley Bank / Checking		Due on Demand	\$	1,464,834.69
Oak Valley Bank / Payroll Checking		Due on Demand		25,381.31
Oak Valley Bank / FSA Checking		Due on Demand		1,465.61
Oak Valley Bank / Savings	0.0318	Due on Demand		7,103,271.37
Oak Valley Bank / Savings-Direct Deposits		Due on Demand		85,944.04
Cash on Hand		Due on Demand	_	2,200.00
Total Checking and Savings Accounts			\$_	8,683,097.02
Managed Pool Accounts				
Chandler Asset Management	0.3207	Due on Demand		10,163,165.61
Local Agency Investment Fund	0.0926	Due on Demand	_	5,924,976.84
Certificates of Deposit				
American Express Centurion	1.05	8/ 2 2/2016	;	250,000.00
BMW Bank	1.40	8/16/2017	•	250,000.00
Discover Bank	1.96	8/21/2018	ì	250,000.00
Compass Bank	2.45	8/21/2020)	250,000.00
	-		_	1,000,000.00
Total Investments			\$_	17,088,142.45
Total Cash & Investments			=	25,771,239.47

I certify that this report reflects all government agency pooled investments and is in conformity with the investment policy of the City of Oakdale as stated in Resolution 01-04 dated January 16, 2001. A copy of this resolution is available at the office of the City Clerk and Finance Director.

The City currently maintains its investments in the following instruments:

Certificates of Deposit	3.88%
Chandler Asset Management	39.44%
Local Agency Investment Fund (LAIF)	22.99%
Total	66.31%

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

Report Prepared by Finance Department

males

Signed:

Carolyn Wh**e**eler

Treasurer

CITY OF OAKDALE TREASURERS REPORT 3/31/2016

	CHECKING	PAYROLL	TOTAL
BANK STATEMENT BALANCE	1,460,942.85	26,863.33	1,487,806.18
OUTSTANDING DEPOSITS	30,953.83	<u>.</u>	30,953.83
OUTSTANDING CHECKS	(27,061.99)	(1,482.02)	(28,544.01)
ADJUSTED TOTAL	1,464,834.69	25,381.31	1,490,216.00
CASH DRAWERS			2,200.00
EMPLOYEE FSA CHECKING			1,465.61
SAVINGS - DIRECT DEPOSIT			85,944.04
SAVINGS			7,103,271.37
INVESTMENTS - CHANDLER ASSET MANAGEMENT			10,163,165.61
INVESTMENTS - VARIOUS			1,000,000.00
INVESTMENTS - LAIF			5,924,976.84
		•	25,771,239.47
		•	

	All Funds	March 2015	March 2016
110	GENERAL FUND	1,374,667.59	1,719,390.79
115	MEASURE O	103,127.89	976.57
203	SUPPLE MENTAL LAW ENFORCE MENT	53,076.12	55,503.50
209	FEDERAL ASSET SEIZURE	9,445.28	8,027.45
210	AB109 - PUBLIC SAFETY REALING	94,593.59	43,943.63
211	ASSET FORFEI TURE	22,798.37	29,612.02
213	POLICE RESERVES	5,492.08	5,524.11
214	SAFETY SALES TAX	44,119.27	49,748.30
215	GAS TAX	929,951.26	897,221.64
217	FACILITIES	4,170.74	22,404.26
218	RECREATION ACTIVITY	62,896.71	3,573.59
219	ENGINEERING / PW - ADMIN	13,923.26	1,910.22
220	DEVELOPMENT SERVICES	381,540.65	498,839.96
221	LOCAL TRANSPORTATION	761,100.88	960,780.90
230	GENERAL PLAN UPDATE	(488,185.78)	(415,428.90)
232	FIRE EQUIPMENT REPLACEMENT	272,380.02	457,905.99
241	LOW/MODERATE HOUSING	21,590.36	51,412.86
242	HOME - CONSORTIUM	1,410.13	1,739.97
243	HOME LOAN REUSE	1,743.32	1,680.74
244	HOME LOAN CONSORTIUM REUSE	133.09	36,216.47
245	ECONOMIC DEVELOPMENT FUND	635,839.98	615,206.01
248	CAL HOME LOAN REUSE	32,075.01	38.97
251	PRO 84 - TOOLKIT #5	(478.02)	1.34
252	100TH CELEBRATION FUND	-	2,614.03
265	NEIGHBORHOOD STABILIZATION PROG	42,248.73	42,225.36
266	CDBG FUND -REUSE	28,519.96	66,617.01
267	CDBG	17,416.44	(160,630.07)
268	ABANDONED VEHICLE ABATEMENT	73,397.81	95,764.73
270	EDUCATION / GOVERNMENT CTV	55,353.68	24,081.37
284	BRIDLE RIDGE LLD	150,677.77	51,251.63
285	BURCHELL HILL LLD	(27,622.27)	(11,998.27)
286	VINEYARD LLD	307,922.11	339,593.52
288	LIGHT & LANDSCAPE 2003-1	218,678.28	199,586.96
291	FIRE SERVICES CFD	(3,336.47)	256.92
292	PUBLIC SAFETY CFD	8,941.93	36,791.22
316	SURFACE TRANSPORTATION GRANTS	33,947.39	(30,392.11)

CITY OF OAKDALE TREASURERS REPORT 3/31/2016

	All Funds	March 2015	March 2016
331	YOSEMITE COMMUNITY PARK	(4,791.22)	(7,760.43)
342	EQUIPMENT REPLACEMENT	31,518.56	3,952.34
360	EAST F PLAN AREA FEE	-	63,000.00
465	2005 LEASE BONDS DEBT SERVICE	37,127.43	50,129.83
467	2015 PENSION DEBT SERVICE	-	19,706.58
510	DENTAL INSURANCE	22,992.88	33,243.48
512	EMPLOYEE FSA FUND	-	1,465.61
515	RISK MANAGEMENT	93,234.52	141,567.53
520	EMPLOYEE LIABILITY	477,881.65	733,840.11
525	INFORMATION TECHNOLOGY	69,083.82	21,008.63
530	VEHICLE MAINTENANCE	133,955.37	189,706.50
535	PERS LIABILITY FUND	836,413.62	1,471,278.74
540	FACILITY MAINTENANCE FUND	_	241,339.79
613	SOLID WASTE MANAGEMENT	38,103.96	49,996.02
620	SRF LOAN RESERVE	116,508.00	350,993.87
621	SEWER CAPITAL IMPROVEMENT	923,372.31	3,571,514.68
622	SEWER SANITATION	3,379,716.64	2,617,559.59
624	WATER CAPITAL REPLACEMENT	516,575.21	2,142,730.42
625	WATER	1,704,883.77	542,837.30
627	AVIATION FUND	240,037.39	178,664.96
628	AIRPORT CAPITAL REPLACEMENT	(15,370.00)	83,698.61
631	DOWN TOWN PARKING FUND	11,860.31	20,568.96
720	DEVELOPMENT ACTIVITY TRUST	219,549.67	202,095.55
721	CRANE CROSSING PLAN	(6,826.93)	489.36
722	SIERRA POINT PLAN	(442,869.24)	(417,752.44)
730	HERITAGE OAKS	115,783.72	100,652.02
733	TESORO 1 SAFEGUARD FUND	50,000.00	50,000.00
740	BRIDLE RIDGE S. TRAIL DEP	1,063,091.96	1,070,249.54
741	CRANE/PATTERSON SIGNAL	203,026.54	204,393.41
742	ANIMAL CONTROL TRUST	25,904.19	25,910.70
743	K-9 UNIT TRUST FUND	12,442.43	6,085.72
744	SENIOR CENTER TRUST	11,852.71	13,755.08
745	POLICE RANGE TRUST	9,801.12	16,737.48
746	SENIOR OUTREACH TRUST	-	70,000.00
747	POLICE EQUESTRIAN UNIT	-	3,460.25
769	SENIOR HOUSING FUND	19,690.60	19,822.10
784	G & J STREET BOND	33,151.80	33,374.93
790	BRIDLE RIDGE CFD	71,500.48	108,796.38
791	BRIDLE RIDGE CFD #2	25,110.93	39,657.74
792	BRIDLERIDGE CFD 2005-1	53,551,36	147,388.52
799	REFUSE COLLECTION	157,571.41	155,292.95
	REDEVELOPMENT AGENCY	1,215,897.08	1,373,099.98
	DEVELOPER IMPACT FEES	4,227,916.07	4,324,694.39
		20,922,807.28	25,771,239.47

CITY OF OAKDALE TREASURERS REPORT 3/31/2016

BREA	AK DOWN OF REDEVELOPMENT AGENCY ***	_	
363	RDA SUCCESSOR AGENCY	210,495.80	146,636.84
460	REDEVELOP MENT DEBT SERVICE	1,005,401.28	1,226,463.14
		1,215,897.08	1,373,099.98
BREA	AKDOWN OF IMPACT FEES ***		
343	SYSTEM DEV-PARKS	2,398,279.91	2,653,349.89
344	SYSTEM DEV-STREETS	(1,187,353.06)	(993,891.72)
349	SYSTEM DEV -STORM DRN	541,502.61	311,721.22
354	SYS DEV - ADMINISTRATION	26,491.90	8,913.02
355	SYSTEM DEV - FIRE	(1,128,079.40)	(1,031,290.34)
356	SYSTEM DEV - POLICE	23,270.27	65,004.15
357	SYSTEM DEV - GEN GOVT	511,109.23	503,115.73
623	SYSTEM DEV - SEWER	374,445.08	565,394.42
626	SYSTEM DEV - WATER	2,668,249.53	2,242,378.02
		4,227,916.07	4,324,694.39
LOA	NS TO REDEVELOPMENT AGENCY		
342	EQUIPMENT REPLACEMENT	106,738.70	106,738.70
343 9	SYSTEM DEVELOP - PARKS	374,272.29	374,272.29
349	SYSTEM DEV STORM DRN-OLD	374,272.29	374,272.29
626	WATER CAPITAL FACILITIES	748,544.65	748,544.65
		1,603,827.93	1,603,827.93



Monthly Account Statement

City of Oakdale

March 1, 2016 through March 31, 2016

Chandler Team

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

Custodian

Bank of New York Mellon Trust Company Gaby Rodriguez (213)630-6461

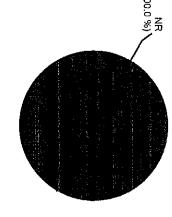
Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.

Portfolio Summary

As of 3/31/2016

% Portfolio 100.0 % 100.0 %

			(100.0 %)	Iment Second			SECTOR ALLOCATION
	%	40% 20%	60%	80%	100%	120%	· 医神经神经病
025 .255 .5-1 1-2					100.0 %		WATER TO THE
2.3							
3 4							
4 - 5 Maturi							
5+ ity (Yrs)							
ess de			art X	(100.0 %)	Z Z		



GREDIT QUALITY (S&P)

Total Rate of Return	Current	Latest	Year			Annu	alized		Since
As of 3/31/2016	Month	3 Months	To Date	1 Yr	3 Yrs	5 Yrs	10 Yrs	4/30/2014	4/30/2014
City of Oakdale	0.27 %	1.44 %	1.44 %	1.52 %	N/A	N/A	N/A	1.66 %	3.20 %
BAML 1-5 Yr US Treasury/Agency Index	0.24 %	1.55 %	1.55 %	1.61 %	N/A	N/A	N/A	1.70 %	3.28 %
BAML 1-5 Yr US issuers Corp/Govt Rated AAA-A Index	0.34 %	1.57 %	1.57 %	1.69 %	N/A	N/A	N/A	1.77 %	3.42 %

Holdings Report As of 3/31/16

			10,206,284.22					TOTAL MARKET VALUE PLUS ACCRUED
0.00	NR / NR NR	100.00 % 43,118.61	10,206,284.22 0.00	0.00%	10,163,165.61 10,163,165.61	0.00%	949,599.38	TOTAL PORTFOLIO
0.00	NR / NR NR	100.00 % 43,118.61	10,206,284.22 0.00	0.00%	10,163,165.61 10,163,165.61	0.00 %	949,599.38	Total investment Pool
0.00	NR / NR NR	100.00 % 43,118.61	10,206,284.22 0.00	10.75 0.00 %	10,163,165.61 10,163,165.61	Various 0.00 %	949,599.38	99CAMBX\$1 CSJVRMA Inv Pool Investment Pool
								INVESTMENT POOL
Manurity Juranion	Moody/S&P Fitch	ol Port. Gallill oss	Market Value Accrued Int	Mkt Price Mkt YTM	Cost Value Book Value	rchase Date Book Yield	Pu Par Value/Units	CUSID Security Description

Transaction Ledger 2/29/16 Thru 3/31/16

0.00	32,485.61	0.00	32,485.61		946,579.62	TOTAL OTHER TRANSACTIONS 9	TOTA
0.00	32,485.61	0.00	32,485.61		946,579.62	Subtotal 9	
0.00	32,485.61	0.00	32,485.61	0.000	946,579.62 CSJVRMA Inv Pool Investment Pool	03/31/2016 99CAMBX\$1	Dividend
						OTHER TRANSACTIONS	OTHE
0.00	32,485.61	0.00	32,485.61		3,019.76	TOTAL ACQUISITIONS	TOTA
0.00	32,485.61	0.00	32,485.61		3,019.76	Subtotal	
0.00	32,485.61	0.00	32,485.61	10.758	3,019.76 CSJVRMA Inv Pool Investment Pool	chase 03/31/2016 99CAMBX\$1	Purchase
				1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、		ACQUISITIONS	ACQL
niloss	Total Amount Ga	nterest 'ur/Sold	Απούπι Ρ	AcgiDisp Price Yield	antity Security Description	nsaction Settlement 10 Date CUSIP Qu	Trans Type
The state of the s							

Income Earned 2/29/16 Thru 3/31/16

TOTAL PORTFOLIO	TOTAL Investment Pool	99CAMBX\$1 CSJVRMA Inv Pool Investment Pool	CUSIP Security Description Investment Pool
949,599.38	949,599.38	Various Various 949,599.38	Trade Date Settle Date Units
10,130,680.00	10,130,680.00	10,130,680.00	Book Value: Begin
32,485.61	32,485.61	32,485.61	Book Value: Acq
0.00	0.00	0.00	Book Value: Disp
10,163,165.61	10,163,165.61	10,163,165.61	Book Value: End
0.00	0.00	0.00	Prior Accrued
32,485.61	32,485.61	32,485.61	Inc. Received
0.00	0.00	0.00	Ending Accrued
32,485.61	32,485.61	32,485.61	Total Interes:
0.00 0.00 0.00 0.00 32,485.61	0.00 0.00 0.00 32,485.61	0.00 0.00 0.00 0.00 32,485.61	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned
0.00	0.00	0.00	Unreal G/L
32,485.61	32,485.61	32,485.61	Total income



Central San Joaquin Valley Risk Management Authority Claims Payment Account March 31, 2016

COMPLIANCE WITH INVESTMENT POLICY

The portfolio complies with State law and with the Authority's investment policy.

Category	Standard	Comment
Treasury/Agency Issues	No limits	Complies
Supranationals	Issued by IBRD, IFC or IADB only; "AA" rated or better by a	Complies
Asset-backed/MBS		Complies
Banker's Acceptances	A1/P1; 40% max; <180 days; AA	Complies
Commercial Paper	25% maximum; A1/P1 rated; 270 days max maturity	Complies
Medium Term Notes	30% maximum; A-rated	Complies
Money Market Acct	15% maximum; AAA-rated	Complies
Mutual Funds	15% maximum; AAA-rated	Complies
Negotiable CDs	30% maximum	Complies
Repurchase Agreements	10% maximum; 1-year maximum	Complies
CMO's	Prohibited	Complies
Reverse Repos	Prohibited	Complies
Maximum Maturity	5 years (Complies
Duration	Approximately equal to duration of the claims	Complies



CITY OF OAKDALE CITY COUNCIL STAFF REPORT

Date: May 2, 2016

To: Mayor and City Council

From: Michael Renfrow, Senior Engineering Technician

Reviewed by: Bryan Whitemyer, City Manager

Subject: Oakdale Municipal Airport Update

I. BACKGROUND

In a letter dated April 14, 2014, the City of Oakdale received notification from the FAA that their San Francisco Airports District Office received a Part 13.1 Informal Complaint - Non-Compliance with Sponsor Grant Assurances, dated February 27, 2014 against the City of Oakdale, the sponsor of the Oakdale Municipal Airport. The complainant alleged that the City of Oakdale may be violating sponsor Grant Assurance 22, Economic Nondiscrimination; Grant Assurance 19, Operation and Maintenance; and Grant Assurance 24, Fee and Rental Structure.

Over the next 24 months the City of Oakdale worked diligently with the FAA to investigate these allegations. The following is a list of official correspondence between the FAA and the City of Oakdale:

- April 14, 2014 FAA Notice of Allegations Letter to the City
- May 5, 2014 City Response to Allegations
- August 13, 2014 Sierra West Airlines Operations Statement
- August 22, 2014 FAA Request for Information Letter
- April 2, 2015 City Update Letter to FAA Site Visit
- July 2, 2015 FAA Review, Discussion and Corrective Actions Letter
- August 25, 2015 City Response to Corrective Actions
- February 2, 2016 City Update to Corrective Actions (Conference Call)
 - Market Rent Analysis for Airport Hangars Oakdale Municipal Airport Final Report
- April 14, 2016 FAA Close Out of Part 13 Informal Complaint

These documents have been provided in "Attachment A - Correspondence" for the Council's review.

II. DISCUSSION

On July 2, 2015, the City received a Review, Discussion and Corrective Actions Letter from the FAA. This letter provided the following recommendations:

City Council Staff Report (Continued)

SUBJECT: Oakdale Municipal Airport Update

MEETING DATE: May 2, 2016

1. Remove any forklifts, tractor trucks, and conex storage boxes on the apron area.

- 2. Determine the fair market rental value (an FMV appraisal should be conducted) of the airport land and/or facility that are being used for non-aeronautical purposes and begin charging Sierra West Airlines fair market value rental of Hangars L1, L3 and any areas used for non-aeronautical purposes as soon as possible.
- 3. Ensure that airfield pavements are maintained in good condition for safe aircraft operations.

On August 25, 2015, the City sent a letter to the FAA in response to their Corrective Actions letter of July 2, 2015. In that letter, the City informed the FAA that the forklifts, tractor trucks, and conex storage boxes had been removed from the airport. Additionally, the City indicated that an appraisal had been undertaken to determine the fair market rental value of hangers L1, L2, L3, and L4 and a \$10,000 pavement improvement project was planned at the airport in fall 2015.

On February 2, 2016, the City provided additional updates to the FAA on the progress of tasks at the airport via a conference call.

On April 14, 2016, the FAA provided a letter to the City that provided a formal response to the City's corrective action efforts. In its letter the FAA acknowledged that the City has undertaken the following corrective actions:

- The City has worked with Sierra West Airlines to remove any forklifts, tractor trucks, and conex storage boxes on the apron area adjacent to Hangar L-3.
- The City obtained an appraisal so appropriate market rates can be charged to tenants, with regard to the aeronautical and non-aeronautical uses of airport facilities.
- The City developed a \$10,000 pavement improvement project in 2015 and paved the area at the gated entrance to the Oakdale Municipal Airport in the Fall of 2015. Going forward, the City has scheduled yearly enterprise account funded paving projects.

Additionally, the FAA made the following conclusions.

- The FAA assessed and concluded that Sierra West Airlines is actually a commercial aeronautic business.
- The FAA assessed and concluded that the rental rate applicable to Sierra West Airlines on the use of Hangar L-3 complied with the Grant Assurance 24, Fee and Rental Structure, to make the airport as self-sustainable as possible.

City Council Staff Report (Continued)

SUBJECT: Oakdale Municipal Airport Update

MEETING DATE: May 2, 2016

- The FAA assessed and concluded that with Sierra West Airlines being an aeronautical business, the City complied with Grant Assurance 22, Economic Nondiscrimination.
- The FAA assessed and concluded that the City is presently complying with the Grant Assurances for the airport.

III. RECOMMENDATION

This is an information item. Comments or questions on this item are welcomed.

IV. ATTACHMENTS

Attachment A: Correspondence



Western-Pacific Region San Francisco Airports District Office 1000 Marina Blvd., Ste.220 Brisbane, CA 94005-1835

April 14, 2014

Mr. Bryan Whitemyer City Manager City Of Oakdale 280 N Third Avenue Oakdale, CA 95361



Dear Mr. Whitemyer:

Subject: Part 13.1 Informal Complaint – Non-compliance with Sponsor Grant Assurances Oakdale Municipal Airport (O27)

The Federal Aviation Administration (FAA) San Francisco Airports District Office has received an informal complaint, dated February 27, 2014, from Mr. William L. Bradford, Jr., (complainant) against the City of Oakdale, the sponsor of the Oakdale Municipal Airport (Airport). Mr. Bradford alleges that the City of Oakdale may be violating sponsor Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 19, *Operation and Maintenance*; and Grant Assurance 24, *Fee and Rental Structure*.

Sponsor Grant Assurances

Since the year 2000, the City of Oakdale has accepted about \$2.8 million in federal grant funding under the Airport Improvement Program for the Airport. Upon acceptance of these grants, the Airport sponsor has agreed to assurances in the grants as conditions for receiving federal financial assistance. These assurances become a binding contractual obligation between the Airport sponsor and the federal government. Nonconformance with the grant assurances may negatively impact current or future federal funding for airport projects. Descriptions of the grant assurances mentioned above follows:

Grant Assurance 22, *Economic Nondiscrimination*, implements the provisions of 49 United States Code (U.S.C.) §47107(a) (1) through (6). Grant Assurance 22(a) specifically requires that the sponsor of a federally obligated airport to "make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport."

According to Grant Assurance 19, *Operations and Maintenance*, "the airport and all facilities which are necessary to serve the aeronautical users of the airport ... shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards ... does not permit any activity that interferes with airport use for airport purposes."

Grant Assurance 24, *Fee and Rental Structure*, "will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.."

Allegations

Specifically, the complainant alleges that the airport sponsor is allowing Sierra West Airlines the use of Airport facilities for non-aeronautical purposes such as for parking and business operations that do not relate to the Airport. The City in allowing this company the use of the Airport for non-aeronautical activities may be violating Grant Assurance 19, *Operation and Maintenance*, because this would interfere with the use of the Airport for aviation purposes. The complainant also conveyed to our office that the Airport is poorly maintained and in need of repairs and listed the following issues:

- 1. Worn out gates and operator
- 2. Perimeter fence needs repair
- 3. Major tarmac damage
- 4. Poor patching of tarmac
- 5. Runway and taxi ways dirty and unswept
- 6. Trees need trimming (in park area)
- 7. Fallen Tree crushed fence
- 8. Areas that need asphalt but have never been paved

Therefore, depending on the circumstances, if these issues exist and have not been corrected, the City may again be in nonconformance with Grant Assurance 19, *Operation and Maintenance*.

Furthermore, the complainant alleges that aviation businesses may be prevented from starting at the Airport. Sierra West Airlines' possible non-aeronautical use of airport property may make the airport unavailable for aeronautical activities on reasonable terms; thereby, the sponsor may be violating Grant Assurance 22, *Economic Nondiscrimination*. The complainant also provided our office an Oakdale's local news article, dated March 12, 2014, reporting that the sponsor may have been willing to rent to a non-aeronautical tenant but evict an aeronautical tenant. Under the Grant Assurances, the Airport sponsor has no obligation to allow non-aeronautical uses on aeronautical designated land. Non-aeronautical use of airport designated land must be reviewed and approved by the FAA. The alleged actions by the Airport sponsor, as reported, do not meet FAA's policy of operating a federally obligated airport for the benefit of civil aviation.

Finally, the complainant alleges that the Airport sponsor may be violating Grant Assurance 24, *Fee and Rental Structure*. The complainant claims that Airport tenants are not being charged equitably or reasonably in proportion to the amount and type of facility rented. In addition, the complainant claims that the sponsor is charging the Airport for insurance that also covers the City of Oakdale. The Airport should only pay for those services that are directly provided to the Airport. Therefore the Airport sponsor may not be meeting the requirement to make the airport as self-sustaining as possible in violation of Assurance 24. Moreover, these charges may not conform to the FAA Airports Revenue Use Policy, where airport revenue must be used only for the Airport and for the operation and maintenance of the Airport.

Please provide a response to the allegations within 15 working days from the receipt of this letter, providing all pertinent information you feel sufficiently supports the Airport sponsor's position. Please contact me at (650) 827-7629 or by email at robert.y.lee@faa.gov should you have any questions or comments.

Sincerely,

Robert Lee

Airports Compliance Specialist

Cc: Mr. William L. Bradford, AOPA Support Delegate

OAKDALE CITY ADMINISTRATION

CITY OF OAKDALE CITY ADMINISTRATION

280 North Third Avenue • Oakdale, CA 95361 • Ph: (209) 845-3571 • Fax: (209) 847-6834

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

RECREATION DEPARTMENT

280 N. Third Ave. Oakdale, CA 95361 (209) 845-3591 (209) 847-6834 Fax

PUBLIC WORKS DEPARTMENT

455 S. Fifth Ave. Oakdale, CA 95361 (209) 845-3600 (209) 848-4344

POLICE DEPARTMENT

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

CITY OF OAKDALE WEBSITE

www.ci.oakdale.ca.us E-MAIL May 5, 2014

Mr. Robert Lee San Francisco Airports District Office Federal Aviation Administration 1000 Marina Boulevard, Suite 220 Brisbane, CA 94005-1835

Subject: Part13.1 Informal Complaint—Non-compliance with Sponsor Grant Assurances Oakdale Municipal Airport (027)

Dear Mr. Lee,

Thank you for the opportunity to give the City of Oakdale's response to your letter of April 16, 2014, and the concerns of Mr. William L. Bradford Jr.

Sponsor Grant Assurances

The City of Oakdale is grateful for the federal grant funding it has received under the Airport Improvement Program which has included: an Airport Layout Plan currently being completed, an earlier Taxiway Pavement Rehabilitation, and Perimeter Fencing Project among many other projects. The City takes pride in the proper running of Oakdale Municipal Airport and regards its obligations under these Sponsor Grant Assurances very seriously and endeavors to fulfill each of these same obligations. The City does not believe it has violated any of the Grant Assurances.

The City notes the three grant assurances referenced in your letter and copies them here for easy reference in this letter:

Grant Assurance 22, Economic Nondiscrimination, implements the provisions of 49 United States Code (USC) ~ 49107 (a) (1) through (6). Grant Assurance 22 (a) specifically requires that the sponsor of a federally obligated Airport to "make the Airport available as an Airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the Airport."

According to Grant Assurances 19, *Operations and Maintenance*, the Airport and all facilities which are necessary to serve the aeronautical uses of the Airport... shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards...does not permit any activity that interferes with Airport use for Airport purposes."

The Grant Assurance 24, *Fee and Rental Structure*, "will maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport."

Response to Allegations

The complaint alleges that the Airport sponsor is allowing Sierra West Airlines the use of Airport facilities for non-aeronautical purposes such as for parking and business operations that do not relate to the Airport.

Sierra West Airlines has been a paying tenant at the Airport for more than 30 years. Sierra West leases three (3) hangars. The first is a 7,500 square foot hangar used for their aviation maintenance operation. The second is an 8,000 square foot hangar is used for maintaining contact and tracking their airplanes throughout the country. The third is a 1,500 sq. ft. hangar that is currently utilized by Sierra West Airlines for storage. But there is a proviso that should the hangar is desired by an entity for aviation purposes the City could take possession from Sierra West and lease to said entity. This keeps the Airport self-sustaining (Grant Assurance 24) especially during this time of diminished aircraft operations.

In an effort for the Oakdale Municipal Airport to maintain a healthy viability it leases only 1 of its 28 hangars for storage space to a tenant that leases 15,500 sq. ft. of space for aviation related operations. Coincidentally, the Oakdale Municipal Airport currently has a total of 68 hangars [40 are privately owned on land leased from the City] on the field with 100% occupancy, of which one hangar {noted above} is utilized as a storage facility for the airline. {There is a waiting list for hangars, but not for that hangar.}

Additionally, the City has been interested for some time, in obtaining a Fixed Base Operator (FBO) for the Airport. Toward this end, the City has been formulating a Request for Proposals (RFP). The draft version is attached to this letter as **Attachment A**.

However, it must be noted that it is a particularly difficult time for aviation businesses and the same was discussed during a recent meeting of the Bay Area Airport Managers (BAAM) where all the managers in attendance noted the downturn in aviation activity due to very high fuel prices, an economy not completely returned to health and also an aging pilot population. There is not a demand for FBOs.

City Staff has also been able to offer fuel at a rate that competes with any airport in the area. They have been able to do this because of a concerted effort to purchase fuel at times when the markets are at low points.

The City's current Airport Capital Improvement Plan for Oakdale Municipal Airport is attached to this letter as **Attachment B**. It shows the City is planning in a methodical way, with the help of the SF Airports District Office to continually improve the conditions at its' Airport. You will note the Perimeter Fence repair is a current project, as is Erosion Control and continued Pavement Maintenance. As you see, the current ACIP addresses all but number six (6.) of the eight items delineated in your letter. {Copied below}

- 1. Worn out gates and operator, 2. Perimeter fence needs repair, 3. Major tarmac {pavement} damage
- 4. Poor patching of tarmac {pavement} 5. Runway and taxiways dirty and unswept, 6. Trees need trimming (in park area) 7. Falling tree crushed fence, 8. Areas that need asphalt but had never been paved

Maintenance efforts have been made that the City would like to note. The City has a regular schedule for sweeping the runway, taxiways and parking areas. The contract is attached to this letter as **Attachment C**. Second is tree removal as required by the Caltrans Division of Aeronautics. Four American Elm trees will be removed and two will be topped at 20' and thinned. The contract is attached to this letter as **Attachment D**. And lastly, Staff has been working with PG&E to utilize Rule 21-A funds to underground three utility poles that are obstructions to the 7,500 and 1,500 sq. ft. hangars. The utility pole underground project should take place in fall of 2015.

The City does have an overall general liability insurance policy in order to obtain a good rate. However, the Airport only pays for that which applies to the Airport, which is \$3,800. The Airport uses funds from its State Annual Grant of \$10,000 for this expenditure.

Furthermore, the City has had elimination of its staff during the last several years. During that time the City has maintained a dialog in consultation with its airport users and it has consulted with its Airport Ad Hoc Committee, appointed by the Oakdale City Council, to coordinate long term development and its hangar lease rates. The City has reached out to Mr. Bradford over the last four months and his relationship with the City has improved.

Thank you for your assistance in addressing this matter.

Sincerely,

Bryan Whitemyer

City Manager, City of Oakdale

Cc: Robin Hunt, Manager, Airports District Office

Cc: Mr. William L. Bradford



WESTERN-PACIFIC REGION Flight Standards District Office

4955 E. Anderson, Suite 110 Fresno, CA 93727-1573

August 13, 2014

Michael Renfrow Airport Manager Oakdale Airport 8191 Laughlin Rd. Oakdale, CA 95361

Dear Mr. Renfrow:

I have been asked to provide a letter stating the operations of PakWest Airlines, d/b/a Sierra West Airlines, at the Oakdale Airport. PakWest Airlines is a 14CFR Part 135 charter company with operations from Modesto, CA, El Paso, TX, and Toledo, OH. The companies' base of operations is located in Oakdale, CA, and they maintain a hanger there in which some aircraft may be stored or repaired. They also have the ability to conduct training at the Oakdale Airport.

I am unaware of the frequency of flights PakWest conducts at the Oakdale Airport; however, I do know that they conduct daily flight following services from the Oakdale Airport. PakWest Airlines also maintains their pilot and aircraft records at their facility on the Oakdale Airport.

PakWest Airlines is a continually growing and active company.

Sincerely,

Nick A. Cabiness

Principle Operations Inspector

You may share your comments with us on the Flight Standards Service (AFS) - Stakeholder Feedback, http://www.faa.gov/about/office_org/headquarters offices/avs/consistency standardization/



of Transportation

Federal Aviation

Administration

Western-Pacific Region San Francisco Airports District Office 1000 Marina Blvd., Ste.220 Brisbane, CA 94005-1835

August 22, 2014

Mr. Bryan Whitemyer City Manager City Of Oakdale 280 N Third Avenue Oakdale, CA 95361

Dear Mr. Whitemyer:

Subject: Part 13.1 Informal Complaint – Sponsor Grant Assurances
Oakdale Municipal Airport (O27)

Thank you for your May 5, 2014 Response Letter regarding the San Francisco Airport District Office (ADO) informal complaint letter, dated April 14, 2014. Our office received the informal complaint from Mr. William Bradford, Jr. (complainant), a direct user of the airport. Your response and the supporting information you provided have demonstrated that the airport sponsor has adequately planned or implemented actions to maintain the safe and efficient operations of the airport. Specifically, we see that corrective actions have been implemented or planned for implementation to resolve the eight items specified in the complainant's letter that were conveyed our April 14, 2014 letter to improve the maintenance and conditions of the airport. To gain additional clarification on prioritizing the operational needs of the airport, you can go over these issues on your next visit or discussion with the ADO regarding FAA funding of airport capital improvement projects (ACIP). Our office invites airport sponsors to discuss the ACIP on an annual basis usually starting in the month of November.

The FAA Airport Compliance Program enforces contractual federal obligations, including the grant assurances, which a sponsor accepts when receiving federal grant funds or the transfer of federal property. These contractual federal obligations serve to protect the public's interest in civil aviation and achieve compliance with federal statutes. However, the complainant raised certain issues that were not required under the grant assurances to enforce. For example, on the complainant's need for a "request for proposal (RFP)," the airport sponsor may choose to select fixed-based operators or other aeronautical service providers through an RFP process. Issuing an RFP is not a requirement under the grant assurances. However, FAA would strongly recommend an RFP if the lease proposal is for a full service Fixed Base Operator (FBO). Putting out an RFP will create the qualifications and standards that will have to be met to obtain a lease as an FBO. The RFP would attract the right service provider/tenant, but it is not a federal obligation.

DECEIVE Aug 2 5 2014 By: X-Xolut On review of your response letter, we find that it does not have sufficient information for our office to make a determination on the other three issues raised by the complainant:

- The non-aeronautical use of facilities at the airport by Sierra West Airlines;
- Unequitable or too low of rental rates to certain airport tenants;
- Overcharging of liability insurance to the airport.

On the allegation regarding Sierra West Airlines lease of the three buildings, please provide our office copies of the current lease agreement(s) of the three buildings between Sierra West Airlines and the airport sponsor for our review.

On the allegation of inequitable rental rates charged to tenants, please provide a rental log or schedule of the hangars and other commercial leased facilities at the airport. Please indicate if the hangars/buildings are privately owned. If the airport does not already have these schedules readily available, enclosed are two lease logs for your use.

Also, your letter does not clarify the alleged overcharging of the airport's insurance cost. Your letter states that the airport liability insurance was for \$3,800.00 and is paid from the State Annual Grant. Attached with the complainant's letter was an excerpt of the City of Oakdale's budget report for 2008 to 2011. For these years, the report indicates the cost for liability insurance in the Aviation Fund ranged from about \$10,000 to \$16,000. Then, the report shows the budget amounts for the insurance for approximately \$14,000 to \$16,000 for the two subsequent years (2012-2013). Please provide clarification on the actual cost of the airport's liability insurance.

We appreciate your cooperation and your attention to resolve any possible issues in compliance with the sponsor grant assurances. Please provide the requested information to our office within 15 to 20 days. Please contact me at (650) 827-7629 or by email at <u>robert.y.lee@faa.gov</u> should you have any questions or comments.

Sincerely,

Robert Lee

Airports Compliance Specialist

Lahert Lee

Enclosures

HANGAR LEASE LOG

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Lease rates based on fair ma	arket value?		Yes	No		
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All airport revenue credited to airport account?			I C2	140		



CITY OF OAKDALE PUBLIC SERVICES DEPARTMENT

455 S. Fifth Avenue • Oakdale, CA 95361 • Ph: (209) 845-3625 • Fax: (209) 848-4344

CITY ADMINISTRATION & FINANCE DEPARTMENT

280 N. Third Ave. Oakdale, CA 95361 (209) 845-3571 (209) 847-6834 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

RECREATION DEPARTMENT

280 N. Third Ave. Oakdale, CA 95361 (209) 845-3591 (209) 845-3692 Fax

POLICE DEPARTMENT

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

PUBLIC SERVICES DEPARTMENT

455 S. Fifth Ave. Oakdale, CA 95361 (209) 845-3600 (209) 848-4344 Fax

CITY OF OAKDALE WEBSITE

www.ci.oakdale.ca.us E-MAIL

info@ci.oakdale.ca.us

April 2, 2015

Maverick Douglas FAA - Assistant ADO Manager San Francisco Airports District Office 1000 Marina Blvd, Suite 220 Brisbane, California 94005-1835

Re: Oakdale Municipal Airport

Dear Mr. Douglas:

The City of Oakdale would like to thank you and your staff for your visit to the Oakdale Municipal Airport on March 19, 2015. We would like to update you on the things we are doing in response to some of the comments we received during the visit.

Regarding Airport Capital Improvement Program (ACIP):

1. Erosion Control Project

- a. The City design consultant has been asked to refer to the Advisory Circular in regards to erosion design criteria.
- b. The City is revising the Erosion Control Project scope of work to include tree removal and tree trimming as required by the Caltrans Division of Aeronautics Inspection and submit for Environmental review.
- c. Since the City is amending Erosion Control Project scope of work, staff will add a new portion of a drainage area between the taxiway and runway on the east end to the Project and submit for Environmental review.
- d. The City submitted the Preliminary Application for Federal Assistance SF-424 on March 20th, 2015.
- e. The City is working toward a 7460 Obstruction Evaluation and Airport Airspace Analysis submittal.

2. Fence Project

- a. The City will complete design upon receipt of a Wildlife Hazard Assessment.
- b. The City design consultant has been asked to refer to the Advisory Circular in regards to fence design criteria.

3. Wildlife Hazard Assessment

- a. The City is amending its ACIP to include a Wildlife Hazard Assessment. The City tasked its grant writer, Carol Ford, to write and submit a grant request.
- b. The Wildlife Hazard Assessment will achieve the following; direct Staff with fence design requirements, facilitates mitigation/control of birds in aircraft hangars, and support City with cattle grazing negotiations.

4. Markings

a. Since the City is amending the Erosion Control Project scope of work, staff will add taxiway and runway markings to the Project and submit for Environmental review.

Regarding Caltrans Division of Aeronautics Inspection:

1. RSA 10

a. Shrubs and dirt piles at RSA 10 will be taken care of with the Erosion Control Project this summer.

2. RSA 28

a. RSA 28 is in the ALP and the ACIP. An ALP Update is required to "Study" the RSA and develop the construction plan. The City will seek discretionary funds to fund this very expensive project. Sponsor requests procedural direction from FAA for ALP Update, Environmental, Design and Construction submittal and review process.

3. Tree Runway 10

a. Shall be added to Erosion Control Project.

4. Tree Midfield

a. Shall be added to Erosion Control Project.

5. Tree Runway 28

a. Shall be added to Erosion Control Project.

6. One-Half Distance Sign

a. The City of Oakdale has scheduled the weed trimming for the week of April 6th and will add it also to its Weed Abatement Program to prevent future growth.

Regarding City of Oakdale Special Projects (Enterprise):

1. Pilots Lounge

- a. Phase I
 - i. Upon completion of the Tree Removal, the City will put out to bid the refurbishing of a portable unit to serve as a Pilots Lounge early Fall 2015.
- b. Phase II
 - i. The City budget discussions begin in April 2015 and Staff will recommend funding a restroom and associated septic facilities for the Pilots Lounge.

ii. This will be coupled with area beautification entailing; rehabilitation of landscaping, adding sail kite shades and bench seating as well as a new BBQ.

2. Camera Surveillance

- a. The City has already installed cameras surveilling the fuel farm area as well as initiated a project to install hardware that "beams" live video to City Staff.
- b. The City budget discussions begin in April 2015 and Staff will recommend funding additional cameras surveilling gate access points and taxiways.

Sincerely,

Michael Renfrow

Senior Engineering Technician

City of Oakdale

Western-Pacific Division
San Francisco Airports District Office

1000 Marina Boulevard, Suite 220 Brisbane, California 94005-1835

Federal Aviation Administration

July 02, 2015

Mr. Bryan Whitemyer City Manager City of Oakdale 280 North Third Avenue Oakdale, CA 95361

Part 13.1 Informal Complaint Review Oakdale Municipal Airport

Dear Mr. Whitemyer:

The Federal Aviation Administration (FAA) has completed its review of Mr. William Bradford's informal complaint that the City of Oakdale (City), the owner and sponsor of the Oakdale Municipal Airport, may not be operating the airport in accordance with the sponsor Grant Assurances. Thank you and Mr. Michael Renfrow for your time and cooperation during our visit to the airport on March 19, 2015, as part of our review. Mr. Bradford's letter, dated February 17, 2014, and subsequent correspondence alleged the airport sponsor is not operating the Oakdale Airport in a manner consistent with the applicable federal obligations. Mr. Bradford is a tenant of the airport and also a member of the Airport Owners Pilots Association (AOPA) Airport Support Services Committee.

Mr. Bradford (complainant) has conveyed his concerns to the San Francisco Airports District Office (ADO) that City's operations of the airport may not have conformed to certain grants assurances. The complainant's allegations also relate to not complying with 49 United States Code (U.S.C) § 47107 and § 47133 and to FAA's "Policy and Procedures Concerning the Use of Airport Revenues (Revenue Use Policy)." The complainant's letter and subsequent correspondence conveyed the following safety and maintenance issues at the airport:

- Worn out gates and operators
- Perimeter fence needs repairs
- Major tarmac damage
- Apron areas in need of new pavement
- Sweeping of Runway and taxi ways
- Trees need trimming
- Repair Crushed fence by fallen tree
- Insufficient lighting or lighting need repair
- Additional Security Cameras

The allegation that the County may not be operating the airport safely and efficiently pertains to non-compliance with the Sponsor Grant Assurance 19, *Operations and Maintenance*.

The complainant made other allegations against the sponsor:

- Overcharging of insurance cost to the airport
- Disparate hanger rental rates
- Non-aeronautical use of aviation hangar facilities

These allegations pertain to sponsor Grant Assurance 22, *Economic Nondiscrimination*, Grant Assurance 24, *Rates and Charges*, and Grant Assurance 29, *Airport Layout Plan*.

Airport Sponsor Assurances

As a condition precedent to providing airport development assistance under the Airport Improvement Program, 49 U.S.C. § 47107, et seq., the Secretary of Transportation and, by extension, the FAA must receive certain assurances from the airport sponsor. Title 49 U.S.C. §47107(a) sets forth the statutory sponsorship requirements to which an airport sponsor receiving federal financial assistance must agree.

The FAA has a statutory mandate to ensure that airport owners comply with these sponsor assurances. FAA Order 5190.6B, issued on September 30, 2009, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to compliance with federal obligations of airport sponsors. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to inherent restrictions on aeronautical activities.

Grant Assurance 19, Operation and Maintenance, requires the owner of an airport developed with federal assistance to operate and maintain a safe airport at all times. The owner will not permit any activity that would interfere with the airport purpose of the facility. Grant Assurance 19 deals with safety and implements the provisions of 49 U.S.C. § 47107(a)(7) and requires that the airport and facilities on or connected with the airport be operated and maintained in a safe manner and for airport purposes.

Also, under Grant Assurance 19, an airport sponsor of a federally obligated airport should make the airport, and all of its property, available for public airport purposes. With the FAA's approval, certain airport property may be used for temporary or short term non-aeronautical revenue production purposes. However, such non-aeronautical use is always subordinate to the sponsor's obligation to make the airport available for public airport purposes. applicable

Grant Assurance 22, Non-Economic Discrimination, requires the owner of any airport developed with federal grant assistance to operate the airport for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms, and without unjust discrimination. Grant Assurance 22 deals with both the reasonableness of airport access and the prohibition of adopting unjustly discriminatory conditions as an obstacle for limiting access. Grant Assurance 22 implements the provisions of 49 U.S.C. § 47107(a)(1) through (6), and requires, in pertinent

part, that the sponsor of a federally obligated airport:

... will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport. [Assurance 22(a)]

... may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. [Assurance 22(h)]

... may limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. [Assurance 22(i)]

Grant Assurance 24, Fee and Rental Structure, requires the owner of an airport developed with federal assistance to make the airport as self-sustaining as possible. Grant Assurance 24 implements the provisions of 49 U.S.C. § 47107(a)(13) and requires that the airport owner maintain a schedule of charges for use of facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the airport, including volume of traffic and economy of collection. It also requires the airport owner to undertake reasonable efforts when entering into new and revised agreements establishing rates, charges, and fees to make the airport as self-sustaining as possible under the circumstances existing at the airport. In accordance with this principle, which is more fully explained in the Policy and Procedures Concerning the Use of Airport Revenue - 64FR7696, 2/16/1999 (FAA Revenue Use Policy), whenever a non-aeronautical use exists, the airport sponsor is obligated to charge fair market value (FMV) commercial rates for the use of airport land.

Grant Assurance 29, Airport Layout Plan, requires the airport sponsor to keep up to date at all times an airport layout plan of the airport showing "... a. (3) the location of all existing and proposed nonaviation areas..., b. If a change or alteration in the airport or the facilities is made which the Secretary determines affects the safety, utility, or efficiency of any federally owned, leased or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport."

The FAA Airport Compliance Program

The FAA discharges its responsibilities for ensuring airport owners' compliance with their federal obligations through its Airport Compliance Program. The FAA's airport compliance efforts are based on the contractual obligations an airport owner accepts when receiving federal grant funds or the transfer of federal property for airport purposes. These obligations

are incorporated in grant agreements and instruments of conveyance in order to protect the public's interest in civil aviation and to ensure compliance with federal laws.

The FAA Airport Compliance Program is designed to ensure the availability of a national system of safe and properly maintained public-use airports operated in a manner consistent with the airport owners' federal obligations and the public's investment in civil aviation.

The Airport Compliance Program does not control or direct the operation of airports. Rather, it monitors the administration of the valuable rights pledged by airport sponsors to the people of the United States in exchange for monetary grants and donations of federal property to ensure that the public interest is being served. FAA Order 5190.6B sets forth policies and procedures for the FAA Airport Compliance Program. The Order establishes the policies and procedures to be followed by FAA personnel in carrying out the FAA's responsibilities for ensuring airport compliance. It provides basic guidance for FAA personnel in interpreting and administering the various continuing commitments made to the United States by airport owners as a condition of receiving a grant of federal funds or the conveyance of federal property for airport purposes. The Order analyzes the various obligations set forth in the standard airport sponsor assurances, addresses the nature of those assurances, addresses the application of those assurances in the operation of public-use airports, and facilitates interpretation of the assurances by FAA personnel.

The FAA Compliance program is designed to achieve voluntary compliance with federal obligations accepted by owners and/or operators of public-use airports developed with FAA-administered assistance. Therefore, in addressing allegations of noncompliance, the FAA will make an informal determination as to whether an airport sponsor is *currently* in compliance with the applicable federal obligations. Consequently, the FAA will consider the successful action by the airport to cure any alleged or potential past violation of applicable federal obligation to be grounds for dismissal of such allegations.

FAA Review and Discussion

The complainant specifically alleged the respondent has violated Grant Assurances 19 and 24 because of the situations occurring at the Airport as described above. However, other grant assurances; such as Grant Assurances 22 and 29, were selected for review because they provide a standard against which to compare the allegations indirectly presented or otherwise associated to compliance issues alluded to in the informal complaint.

We reviewed the following information to make a determination on the complainant's allegations:

- The complainant's 2014 informal email letter complaint and subsequent emails;
- The airport sponsor's response letters, dated May 5, 2014 and September 26, 2014;
- Submission of requested information; such as copies of leases, schedule of rates and charges, financial documents, and other related data as requested;
- Review of Oakdale financial statements and Single Audit Report for ending FY 2013;

- March 19, 2015 visit to Oakdale Airport, discussions with City Manager and Airport representatives, and narrow scope inspection of the Oakdale Municipal Airport.

Allegation 1: The complainant's allegations of the issues or actions (as listed below) by the airport sponsor have violated Grant Assurance 19, *Operations and Maintenance*, because the issues may have negatively impacted airport safety.

- Worn out gates and operators
- Perimeter fence needs repairs
- Sweeping of Runway and taxi ways
- Trees need trimming
- Crushed fence by fallen tree
- Insufficient lighting or in need of repairs
- Major tarmac damage
- Apron areas in need of new pavement
- Additional Security Cameras

FAA Review

During the course of the review and on our site visit to the Oakdale Airport, we found the airport sponsor has resolved much of the issues listed above; such as, repairing the broken fence, fixed the lighting issue, and sweeping of foreign object debris (FOD) conducted. FOD creates safety hazards and can ultimately impact safe operations by damaging aircraft. The airport sponsor is conducting regular sweeping of operational areas to minimize FOD and enhance safety.

The complainant also conveyed to our office the airport needed adequate fencing, security cameras, and gate repairs. We found that these allegations are either no longer an issue or are not applicable to the Grant Assurances. While fencing is generally recommended, it is not mandatory that the entire airport be fenced. Fencing the entire perimeter of the airport may be a worthy endeavor, but it is not always economically feasible without federal grant assistance. Currently, the sponsor is working on the second phase of a fencing project to install and replace much of the perimeter fencing. Also, an airport project to improve erosion control has been implemented. Placing security cameras at general aviation airports is not an FAA requirement, so the complainant should discuss this issue with the airport sponsor or manager on the need for additional security cameras.

We observed the conditions of the runway, taxiway, and surrounding areas. We found that the grass and weeds at the edges of the pavement were overgrown and the markings on the taxiway and taxilanes were faded and needed repainting. Detailed descriptions on resolving any maintenance and operational issues at the airport comes from the September 30, 2014 airport inspection report issued by the California Department of Transportation (Caltrans), Division of Aeronautics. The sponsor has begun taking corrective actions on the issues reported by Caltrans, such as, trimming certain trees that may be hazardous to flying aircraft. The City Manager assured the ADO the discrepancies on the airfield will be resolved.

We agree with the complainant that pavement at certain apron areas needed repair and improvement. We observed that the apron area in front of hangar L4 has failed. Other

apron areas show deep cracks that also needed repairing. The airport sponsor is aware of this issue and has submitted apron rehabilitation projects as part of its capital improvement plan to the ADO. On the next project cycle and visit to the ADO, the airport sponsor can discuss in more detail the projects on improving the aprons, grant funding availability, and eligibility. Therefore, in this regard, the airport sponsor is not in violation of Grant Assurance 19, *Operations and Maintenance*, as the sponsor plans to correct the condition of certain apron areas in need of improvement. However, apron leasehold areas are not eligible for FAA grant funding but must be kept in good repair.

Allegation 2: The complainant also alleged the airport of following actions that may not conform to the sponsor Grant Assurances:

- a) Over allocating insurance cost to the airport
- b) Charging of disproportionate hanger rental rates
- c) Non-aeronautical use of aviation hangar facilities

FAA Review Allegation 2a):

The complainant alleged that the "whole city liability insurance was charged to the airport." According to the FAA revenue use policy, payments that exceed the value of those services provided to the airport are prohibited. Upon review of cost information from the airport sponsor and a copy of the "Aviation Ground Operations Liability Insurance," we found that the airport liability insurance costs have steadily gone down since fiscal year 2008 until fiscal years 2014 and 2015 where the costs have been reduced to about half. These costs make up a small percentage of the city's total liability insurance costs. Therefore, the allegation on the airport being overcharged liability insurance is not supported.

FAA Review Allegation 2b):

The complainant alleged that that Grant Assurance 24, *Fee and Rental Structure*, may have been violated because the sponsor has been charging very low and disparate rental rates to airport tenants. The complainant stated the airport sponsor has: "not charged fair and competitive rent rates to all tenants based on market conditions," and "not charged rent rates that ensure the viability of the airport."

The FAA does not generally review airport fees or question the fairness or comparability of the sponsor's rates, fees, and rental structure. Accordingly, the FAA normally investigates only upon receipt of a properly documented complaint that alleges sponsor noncompliance with an applicable assurance. We cannot evaluate the disparity of the hangar rental rates, as Mr. Bradford did not provide sufficient evidence to support that the sponsor rates are too low or unfair. Mr. Bradford did not provide any evidence to establish the airport is not self-sustaining. The City has determined and set up the rental structure for the airport's income to sustain the airport. Without providing our office an assessment or evaluation of the sufficiency of the airport's income in relation to the airport budget, the City's non-compliance with Grant Assurance 24 regarding hangar rates for aircraft storage is unsubstantiated.

However, during our site visit, we noted that certain general maintenance needs are not met. From inspections of other airports, we generally find that low maintenance of the airport

may be the result of low or insufficient airport revenue generation. Therefore, it is recommended that any hangar lease agreements have an escalation clause and a condition to revise rates on renewals. In accordance with United States Code 47107(l)(3), airport sponsors are advised to undertake appropriate measures to ensure the airport is as self-sustaining as possible, especially when entering into new and revised agreements. This is to ensure that airport rates are adjusted to commensurate with market conditions and the economic needs of the airport. In practical terms, the airport should be seeking to cover its capital and operating costs, which would provide the financing necessary to keep the airport safe, secure, and maintained with its own budget and match for FAA grant funding. The airport sponsor should periodically assess the performance of lease revenue. If lease revenue is underperforming, the sponsor should plan to update the airport's pricing methodology and establish a policy to adjust rates so it can maintain parity with inflation, demand, and market conditions. According to FAA Order 5190.6B:

A sponsor is not foreclosed from revising its rental rate structure from time to time. An airport sponsor does not engage in unjust discrimination simply by imposing different lease terms on carriers and users whose leases have expired. FAA recognizes rate differences based partly on differences in other lease terms and facilities. Ideally, a new rate should be imposed at a time when the rates can be changed for all similarly situated tenants at the same time to avoid any claims of unjust discrimination. In some cases, however, the sponsor will have reason to revise rates even though existing contracts at lower rates have not yet expired. In such cases, the sponsor should make every effort to provide terms for new contracts that will support any difference in rates between new tenants and existing tenants. The sponsor should also consider limiting the term of new agreements to expire when existing agreements expire in order to bring all similarly situated tenants under a common rate structure at one time.

Review Allegation 2c:

The complainant alleges the airport sponsor is leasing three hangar buildings and the accompanying apron space to Sierra West Airlines for low rental rates and for non-aeronautical purposes.

Hangars L1, L2, L3 Observation:

The following conditions were found pertaining to the use of Hangars L1, L2, and L3.

Hangar L1: During our site visit to the airport, we observed Sierra West Airlines's operation at Hangar L1. The hangar building is of two facilities where Sierra West's main business operations are in a building that is joined with the main hangar. From our observation and briefing by the Sierra West Airlines manager, the business operation consists of dispatching, tracking, and coordinating with other aircraft or its business centers outside of the airport. We found that Sierra West Airline's actual aviation activities and services occur outside of the Oakdale Airport at El Paso, Texas. On inspection of the main hangar, we found it served as a storage facility for automobile parts, aircraft parts, and other

miscellaneous items for repair services outside of the airport. A repair part is sent out or drop-shipped as ordered.

Hangar L2 (large one floor hangar): We also observed Hangar L2 as a large one floor hangar that had a Cessna model aircraft parked inside. An unusable stripped aircraft hull was also stored in the hangar. There were allegations from other airport users that this hangar was normally used for non-aeronautical storage. However, except for the storage of the empty aircraft hull, we cannot confirm the full non-aeronautical use of the hangar from our visit.

Hangar L3 was a smaller foot print hangar. The airport sponsor and the business manager had confirmed the use of this hangar was for storage other for an aircraft. On the apron area, adjacent to hanger L3, and in back of hanger L1 we observed a tractor truck unit, a forklift vehicle, and two conex storage containers, that do not appear to have any aviation purposes. According to the Sierra West Airlines lease agreement, the storage for these non-aeronautical items was allowed until certain overhead powerlines were put underground. However, this reason would not justify displacing aeronautical use of the airport for the long term.

Conclusion/Summary:

Non-aeronautical Activity

We have determined that Sierra West Airlines at the Oakdale Airport functions mainly as a non-aeronautical activity. We observed that Hangar L1 is used for storage of specialized automobile parts, aircraft parts, and other items; therefore, this is a non-aeronautical use of the hangar. Also, we conclude Sierra West Airlines conducts a business at the airport that is essentially non-aeronautical. The business operates as a dispatcher or reservation service that tracks aircraft and pilot availability to schedule operations outside of the airport. In this regard, Sierra West Airlines' business can be operated outside of the airport and is not an aeronautical use of the airport.

We also observed the non-aeronautical use of the apron space that is included in Sierra West Airlines' lease. According to Grant Assurance 24, the sponsor must charge fair market value (or higher) for non-aeronautical activities at the airport. Any non-aeronautical use of airport land must be reviewed and approved by the FAA. The City and airport staff should monitor and control what tenants do on their leasehold property. The City can use its proprietary power to ensure airport tenants adherence with the Grant Assurances and the lease agreement. The City should enforce airport rules and regulations as well as the requirements of the Grant Assurances. In past discussions with the airport sponsor, we found that the rental agreements for Hangars L2 and L3 are only month-to-month, and there is a provision in the lease that enables the cancellation of these leases when an aeronautical need arises. Grant Assurance 29, *Airport Layout Plan*, conveys that the airport sponsor must keep the Airport Layout Plan (ALP) current including depicting the location of all existing and proposed nonaviation areas of the airport.

During our visit, we also note that the airport is lacking a Fixed Based Operator (FBO) whose aviation services may benefit the airport. In the complaint letter, Mr. Bradford also

asked that the City issue a Request for Proposal (RFP) for an FBO at the airport. However, an RFP process is not required by the FAA, but the process would benefit the airport users by obtaining a fixed base operator that would offer the necessary services to best serve the airport. Therefore, the airport sponsor should strongly consider issuing a RFP in a competitive offering for all qualified parties to compete for the right to be an on-airport service provider.

Operation and Maintenance

The complainant described a number of maintenance issues at the Airport as listed above, but either most of these issues have been resolved, or the City has already planned for their resolution. From our site visit, we observed the airfield is in need of general maintenance such as removing overgrown grass and weeds. We also observed markings on the taxiway and taxilane are faded and need repainting. The sponsor has ensured that these issues will be resolved. Also, the sponsor is aware of the maintenance issues regarding the perimeter fence and poor pavement condition of certain aprons and is resolving or planning to resolve these issues. For example, an FAA funded airport improvement project to install a new perimeter fence is currently being implemented. The airport sponsor is working with the San Francisco Airport District Office on future projects to rehabilitate airfield aprons, including runways, taxiway, and tiedown areas. Federal grant funding would not be available or eligible for general maintenance work such as grass or weed removal, or on leased portions of the apron.

Fee and Rate Structure

As mentioned earlier, we do not object to the fee and rental structure for the storage of aircraft because the airport sponsor has determined the aircraft hangar rates specific to the circumstances of the Oakdale Airport. The FAA does not attempt to control and direct the operation of airports. Generally, FAA does not substitute its judgment for that of the airport owner in matters of administration or management of airport facilities; however, the FAA does assist airport sponsors to voluntarily comply with their obligations through prudent advice. Regarding this issue, our guidance for revising the fee and rate structure is provided earlier in this letter at page 6, on our review of Allegation 2b.

During our review, we have determined that Grant Assurance 24, *Fee and Rental Structure*, may be violated in that the sponsor may not be charging fair market value rental on the hangar building and space leased to Sierra West Airlines. As mentioned earlier, a non-aeronautical activity at the airport may be allowed if the activity is temporary, charged fair market value, and approved by the FAA.

Corrective Actions for the City of Oakdale

On evaluation of the information obtained during the Part 13 Informal Complaint process, the SFO-ADO recommends the following corrective actions by the airport sponsor:

Return the use of Hangars L1, L3 and any facility and apron areas to aeronautical use if currently used for non-aeronautical purposes and not approved by FAA.

1. Remove any forklifts, tractor trucks, and conex storage boxes on the apron area.

- 2. Determine the fair market rental value (an FMV appraisal should be conducted) of the airport land and/or facility that are being used for non-aeronautical purposes and begin charging Sierra West Airlines fair market value rental of Hangars L1, L3 and any areas used for non-aeronautical purposes as soon as possible.
- 3. Ensure that airfield pavement are maintained in good condition for safe aircraft operations.

We will monitor the sponsor's progress in implementing the corrective actions within 90 day after from the date of this letter. Please notify our office when each of the items is corrected. The ADO will follow-up on an annual basis from the date of the letter.

Again, we thank you, Mr. Michael Renfrow, Mr. Don Gutridge, airport staff, Sierra West Airlines, and other airport users for their time and assistance during our visit. We appreciate the airport sponsor's cooperation and working with the FAA to improve the maintenance and operations of the airport to keep it safe and secure.

We also thank Mr. William Bradford's assistance and notifying our office of possible non-compliance to the federal obligations as compliance is an essential component in safeguarding both the federal investment and the public's interest in civil aviation. As a final note, many of the airport general maintenance issues such as gate repairs and lighting are better addressed by local airport management policies.

If you have any questions, please feel free to contact Mr. Maverick Douglas, at (650) 827-7602 or me at (650) 827-7629 or email robert.y.lee@faa.gov.

Sincerely,

Robert Lee

Airports Compliance Specialist

Pollert Lee

cc: Anthony Garcia, FAA AWP-620.1

Mr. Michael Renfrow, Airport Manager

Mr. William Bradford



CITY OF OAKDALE PUBLIC SERVICES DEPARTMENT

455 S. Fifth Avenue ● Oakdale, CA 95361 ● Ph: (209) 845-3625 ● Fax: (209) 848-4344

CITY
ADMINISTRATION
& FINANCE
DEPARTMENT

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CITY OF OAKDALE WEBSITE

www.ci.oakdale.ca.us E-MAIL info@ci.oakdale.ca.us August 25, 2015

Robert Lee Airports Compliance Specialist San Francisco Airports District Office 1000 Marina Blvd, Suite 220 Brisbane, California 94005-1835

Re: Response to Part 13.1 Informal Complaint Review, Oakdale Municipal Airport

Dear Mr. Lee:

The City of Oakdale has received Part 13.1 Informal Complaint Review concerning the Oakdale Municipal Airport and has provided its response below.

RESPONSE TO CORRECTIVE ACTIONS

Return the use of Hangars L1, L3 and any facility and apron areas to aeronautical use if currently used for non-aeronautical purposes and not approved by FAA.

The City is working toward FAA approval for both Hangar L1 and Hangar L3 non-aeronautic FAA designations.

1. Remove any forklifts, tractor trucks, and conex storage boxes on the apron area.

The tenant has agreed to move all items noted above.

 Determine the fair market rental value (An FMZ appraisal should be conducted) of the airport land and/or facility that are being used for non-aeronautical purposes and begin charging Sierra West Airlines fair market value rental of Hangars L1, L3 and any areas used for nonaeronautical purposes as soon as possible. The City has accepted a proposal from a professional appraisal consultant to review and recommend lease rates for aeronautical use in Hangars L2 and L4 as well as aeronautical and non-aeronautical uses in Hangars L1 and L3. The City first reviewed the proposal with Robert Lee, FAA Airports Compliance Specialist, to ensure the scope of work is sufficient to satisfy the FMZ appraisal corrective action. Once the City has received the results of the appraisal it will meet with the FAA to discuss next steps.

3. Ensure that the airfield pavement are maintained in good condition for safe aircraft operations.

The City has scheduled a \$10,000 pavement improvement project that will be constructed in fall 2015. This project will be constructed utilizing airport enterprise funds and will pave the area at gated entrance to the Airport. The City has also made pavement maintenance a top priority in its maintenance plans and will be scheduling yearly enterprise account funded paving maintenance projects going forward. Additionally, the Airport Capital Improvement Plan includes a \$500,000 pavement rehabilitation project. Design for the project is schedule for 2016 and construction for 2018.

If you have any questions regarding the City's response or would like additional information, please contact me at 209-845-3572.

Sincerely,

Bryan Whitemyer

City Manager
City of Oakdale

cc: Thom Clark, Public Services Director/Airport Manager, City of Oakdale Michael Renfrow, Senior Engineering Technician, City of Oakdale



CITY OF OAKDALE PUBLIC SERVICES DEPARTMENT

PUBLIC WORKS DEPARTMENT

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Wastewater Treatment Plant

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CITY OF OAKDALE WEBSITE

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info@ci.oakdale.ca.us

February 2, 2016

(CONFERENCE CALL)

Robert Lee Airports Compliance Specialist San Francisco Airports District Office 1000 Marina Blvd, Suite 220 Brisbane, California 94005-1835

Re: Update to Part 13.1 Informal Complaint Review, Oakdale Municipal Airport

The City of Oakdale received A Part 13.1 Informal Complaint Review from your office dated July 2, 2015, concerning the Oakdale Municipal Airport. In its letter dated August 25, 2015, the Sponsor provided the following **Response to Corrective Actions**:

Return the use of Hangars L1, L3 and any facility and apron areas to aeronautical use if currently used for non-aeronautical purposes and not approved by FAA.

The City is working toward FAA approval for both Hangar L1 and Hangar L3 non-aeronautic FAA designations.

 Remove any forklifts, tractor trucks, and conex storage boxes on the apron area.

The tenant has agreed to move all items noted above.

 Determine the fair market rental value (An FMZ appraisal should be conducted) of the airport land and/or facility that are being used for non-aeronautical purposes and begin charging Sierra West Airlines fair market value rental of Hangars L1, L3 and any areas used for nonaeronautical purposes as soon as possible.

The City has accepted a proposal from a professional appraisal consultant to review and recommend lease rates for aeronautical use in Hangars L2 and L4 as well as aeronautical and non-aeronautical uses in Hangars L1 and L3. The City first reviewed the proposal with Robert Lee, FAA Airports Compliance Specialist, to ensure the scope of work is sufficient to satisfy the FMZ

appraisal corrective action. Once the City has received the results of the appraisal it will meet with the FAA to discuss next steps.

3. Ensure that the airfield pavement are maintained in good condition for safe aircraft operations.

The City has scheduled a \$10,000 pavement improvement project that will be constructed in fall 2015. This project will be constructed utilizing airport enterprise funds and will pave the area at gated entrance to the Airport. The City has also made pavement maintenance a top priority in its maintenance plans and will be scheduling yearly enterprise account funded paving maintenance projects going forward. Additionally, the Airport Capital Improvement Plan includes a \$500,000 pavement rehabilitation project. Design for the project is schedule for 2016 and construction for 2018.

This letter provides an update to the above Response to Corrective Actions, describing; results, planning and proposed strategies with respect to the Sponsors continued efforts to maintain compliance with FAA Grant Assurances.

The update is as follows:

Return the use of Hangars L1, L3 and any facility and apron areas to aeronautical use if currently used for non-aeronautical purposes and not approved by FAA.

In an effort to solicit Fixed Base Operator candidates, the Sponsor issued an RFP for FBO services on October 22, 2015. There were no attendees to a pre-submittal conference held on January 20,2016. The Sponsor has received two calls to date regarding its RFP for FBO. Each candidate expressed a desire to provide FBO services at the Oakdale Municipal Airport but was prohibited by the length of the runway. Each said that an additional 500 to 1,000 feet were required to accommodate their current fleet.

1. Remove any forklifts, tractor trucks, and conex storage boxes on the apron area.

The tenant moved all items noted above.

2. Determine the fair market rental value (An FMZ appraisal should be conducted) of the airport land and/or facility that are being used for non-aeronautical purposes and begin charging Sierra West Airlines fair market value rental of Hangars L1, L3 and any areas used for non-aeronautical purposes as soon as possible.

The City received a Market Rent Analysis for Airport Hangars from a professional appraisal consultant. The analysis provided recommended lease rates for aeronautical and non-aeronautical uses in Hangars L-1, L2, L-3 and L4. The Sponsor reviewed the analysis and makes the following fee and rental structure proposal:

According to the Department of Transportation, Division of Aeronautics, Assurances for Airport Sponsors:

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

Referring to this section of the guidance document, highlighting the importance that, "It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport...", the Sponsor proposes the following fees and justification:

L-1: \$1,400 per month.

The proposed rate is unchanged. While the Market Rent Analysis for Airport Hangars recommends a rate for non-aeronautical use of \$3,000, a rate of \$1,400 is proposed as it is part of a current lease agreement. The Sponsor will negotiate a new rate based on the Market Rent Analysis for Airport Hangars in October, 2019.

L-2: \$1,800 per month.

The proposed rate is a \$300 increase to the current \$1,500 month-to-month lease. While the Market Rent Analysis for Airport Hangars recommends a rate for aeronautical use of \$2,208, a rate of \$1,800 is proposed. Again, highlighting the section of the guidance document allowing the Sponsor to consider, "...circumstances existing at the particular airport", we must consider the lack of interest in the property. As noted in our first update, the Sponsor has solicited interest in its L-2 Hangar with zero candidates, except if the runway were lengthened an additional 500 to 1,000 feet. We believe this rate, "will make the airport as self-sustaining as possible under the circumstances existing at the particular airport."

L-3: \$384 per month.

The proposed rate is a \$16 decrease to the current \$400 month-to-month lease. The Market Rent Analysis for Airport Hangars recommends a rate of \$384 for non-aeronautical use.

L-4: \$1,200 per month.

The proposed rate is unchanged. The Market Rent Analysis for Airport Hangars recommends a rate of \$1,2000 for aeronautical use.

3. Ensure that the airfield pavement are maintained in good condition for safe aircraft operations.

The Sponsor completed a pavement improvement project, utilizing airport enterprise funds, paving a gated entrance to the Airport. The City has also made pavement maintenance a top priority in its maintenance plans and will be scheduling yearly enterprise account funded paving maintenance projects going forward.

Additionally, the Airport Capital Improvement Plan includes a \$1,600,000 pavement rehabilitation project. Environmental Categorical Exclusion was approved on December 17, 2015 and a Design Grant in the amount of \$260,200 was submitted to the FAA on December 31, 2015. In our yearly ACIP meeting at the San Francisco DOA, FAA Staff verbally committed State Apportionment for the pavement rehabilitation project. Construction for the project is scheduled for 2018.

It is important to reiterate the capability of the Sponsor to make the airport as self-sustaining as possible under the circumstances existing at the particular airport. Occupancy of the Airports most profitable hangars is an absolute necessity. The pavement rehabilitation project will require up to a \$160,000 in local agency match funds over the next two years. The lease rents paid by the current tenant, and the only interested candidate, makes it possible to ensure that the airfield pavement are maintained in good condition for safe aircraft operations.



January 22, 2016

Mr. Michael Renfrow Sr. Engineering Technician City of Oakdale, Engineering Division 455 S. 5th Avenue Oakdale, CA 95361

> RE: Fair Market Rental Value Analysis of Four Hangar Buildings Located at the City of Oakdale Municipal Airport

Dear Mr. Renfrow:

In accordance with your recent request and authorization, we have proceeded with the necessary inspections, investigations, and analysis in order to provide you with our opinions of market rent for numerous properties located at the Oakdale Municipal Airport in Oakdale, California. The properties in question are listed as follows:

- 1. L-1: Two- Story, 7,500 s.f. maintenance hangar of which 3,000 s.f. represents finished office space and hangar door.
- 2. L-2: 8,000 s.f. maintenance hangar of which 2,000 s.f. represents finished office space and a 60' x 14' door.
- 3. L-3: 1,280 s.f. shop hangar with a 40' x 12' door.
- 4. L-4: 5,400 s.f. maintenance hangar with 88' x 16' door.

The purpose of our assignment was to provide analysis of the subject properties and the Oakdale area market in order to provide you with our opinions of Fair Market Rent for aeronautical and non-aeronautical uses. No other value opinions were needed as of this writing. The function and intended use of the report is to assist the City of Oakdale in operating the Oakdale Municipal Airport in a manner consistent with applicable federal obligations. Our ultimate opinions rely on a series of assumptions and limiting conditions detailed within this report. The reader is advised to review these along with the Scope of Work section in order to gain a complete understanding of this particular assignment. The conclusions of the market rent reflect a date of December 15, 2015, the date of our most recent property inspection. Our conclusions have been stated within the Executive Summary section of this report.

Mr. Michael Renfrow Sr. Engineering Technician City of Oakdale, Engineering Division PAGE TWO

On the following pages you will find our Narrative Report summarizing the factual and opinion data utilized. This report was written in compliance with the current Uniform Standards of Professional Appraisal Practice (USPAP), as adopted by the Appraisal Foundation. The City of Oakdale (owner and sponsor of the Oakdale Municipal Airport) is identified as the specific client for this assignment.

Respectfully,

COGDILL & ASSOCIATES, INC.

David E. Cogdill, Jr.

President/CFO

State of California No. AG025634

Expiration date: April 17, 2016

James A. Cogdill, SRA

CEO / Chairman

State of California No. AG003850

Expiration Date: December 30, 2016

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810 Standiford Avenue, Suite 3, Modesto, CA 95350

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Addenda

CERTIFICATION OF APPRAISAL

The undersigned certify as follows:

- 1. David E. Cogdill, Jr. and James A. Cogdill, SRA, have performed an inspection of the subject property and rent comparables used in this report.
- 2. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- 3. The statements of fact contained in this report are true and correct.
- 4. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 5. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 6. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 7. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 8. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 9. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 10. No one provided significant professional assistance to the persons signing this report.
- 11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 12. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs and SRAs who meet the minimum standards of this program are awarded periodic educational certification. As of the date of this

report, I, James A. Cogdill, have completed the requirements of the continuing education program of the Appraisal Institute for its SRA members. James A. Cogdill, SRA is currently certified under the continuing education requirements of the State of California for Certified General Appraisers. David E. Cogdill, Jr. has also met all continuing education requirements for the State of California for Certified General Appraisers.

- 13. Our employment was not conditioned upon the appraisal producing a specific value or a value within a given range or prospects of future employment or a loan application being approved.
- We have performed no (or the specified) services, as an appraiser or in any other 14. capacity, regarding the property that is the subject of this report within the threeyear period immediately preceding acceptance of this assignment.

DAVID E. COGDILL, JR

CERTIFIED GENERAL REAL ESTATE APPRAISER

STATE OF CALIFORNIA (NO. AG025634)

EXPIRATION DATE: APRIL 17, 2016

JAMES A. COGDILL, SRA

CERTIFIED GENERAL REAL ESTATE APPRAISER

STATE OF CALIFORNIA (NO. AG003850)

EXPIRATION DATE: DECEMBER 30, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

For purposes of these Assumptions and Limiting Conditions the following words shall have the following meanings:

"Appraisal" means the appraisal report and opinion of value (or rent) stated therein; or the letter opinion of value, to which these Assumptions and Limiting Conditions relate.

"Property" means the subject(s) of the Appraisal.

"C&A" means Cogdill & Associates, Inc., Real Estate Appraisers and Consultants.

"Appraiser" means the employees of C&A who prepared and signed the Appraisal.

This appraisal is made subject to the following assumptions and limiting conditions:

- 1. No responsibility is assumed for the legal description or for any matters which are legal in nature. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated.
- 2. The information contained in the Appraisal or upon which the Appraisal is based has been gathered from sources the Appraiser assumes to be reliable and accurate. Some of such information may have been provided by the owner of the Property. Neither the Appraiser nor C&A shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and other factual matters. The Appraisal and the opinion of value stated therein are as of the date stated in the Appraisal. Changes since that date in external and market factors can significantly affect property value.
- 3. This report and all matters contained herein were prepared for the sole and exclusive benefit of the client(s) specified herein, and is intended for their use only. Neither all, nor any part of the contents of this report, or copy thereof, shall be used for any purpose by anyone but the client(s) specified herein nor shall it be conveyed or disseminated by anyone to the public through advertising, public relations, news, sales, or other media, without the express written consent and approval of the Appraiser. No one, except for the client(s) specified herein, may rely on this report for any purpose. Any person or entity who obtains or reads this report, or a copy thereof, other than the client(s) specified herein expressly assumes all risk of damages to himself or third persons arising out of reliance thereon or use thereof and waives the right to bring any action based on the Appraisal, directly or indirectly, and the Appraiser shall have no liability to any such person or entity.
- 4. No part of the Appraisal or the identity of the Appraiser shall be conveyed to the public through advertising, public relations, news, sales or other media or used in

- any material without C&A's prior written consent. Reference to the Appraisal Institute, or SRA designation is prohibited.
- 5. The Appraiser shall not be required to give testimony in any court or administrative proceedings relating to the Property or the Appraisal.
- 6. The Appraisal assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Appraisal; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value estimate contained in the Appraisal is based.
- 7. This report is intended to serve our exclusive client(s), and no third parties are authorized to rely upon it for any purpose whatsoever.
- 8. The appraiser is not a building or environmental inspector. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental problems. The appraiser performed an inspection of visible and accessible areas only. Mold or other problems may be present in areas that the appraiser could not see. A professional inspection is recommended.
- 9. The physical condition of the improvements considered in the Appraisal is based on visual inspection by the Appraiser or other person identified in the Appraisal. C&A assumes no responsibility for the soundness neither of structural members nor for the condition of mechanical equipment, plumbing or electrical components.
- 10. The projected potential gross income referred to in the Appraisal may be based on lease summaries provided by the owner or third parties. The Appraiser has not reviewed lease documents and assumes no responsibility for the authenticity or completeness of lease information provided by others. C&A suggests that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.
- 11. Report users are cautioned that any forecasts shown herein are intended to illustrate the apparent attitudes and projections of those persons and entities comprising the market at the date of this report. Such attitudes and projections change from time to time consistent with changes in the real estate market caused by supply and demand, interest rate fluctuation, inflation, investors' attitudes, tax benefits and general economic conditions. The projections shown are thought to approximate investor attitudes and current trends and conditions at the date of valuation. Inasmuch, however, as the projections are based upon assumptions and estimates of future events, no opinion is offered or expressed on the achievability of the projections and estimates. Inevitably some assumptions will not materialize and

unanticipated events and circumstances will occur; therefore, the actual results achieved during the forecast period will vary from the forecast, and the variation may be material.

- 12. Unless otherwise stated in the Appraisal, the existence of potentially hazardous or toxic materials which may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value stated in the Appraisal. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may affect the value of the Property. The Appraiser is not qualified to detect such substances and C&A urges that an expert in this field be employed to determine the economic impact of these matters on the opinion of value stated in the Appraisal.
- 13. This report in no way should be considered or used as a feasibility analysis of the development.
- 14. Appraiser disclaims responsibility for the ability or inability of the present owner or any future purchaser or lessee to obtain the permits, licenses, environmental impact studies, or other approvals necessary for the successful development of the Property to its highest and best use or to the use contemplated by any owner, purchaser or lessee. The Appraiser disclaims responsibility for, and renders no opinion on conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes, which conformity cannot be assumed without provision of specific professional or governmental inspection.
- 15. Unless otherwise stated in the Appraisal, compliance with the requirements of the American with Disabilities Act of 1990 (ADA) has not been considered at arriving at the opinion of value stated in the Appraisal. Failure to comply with the requirements of the ADA may negatively affect the value of the Property. C&A recommends that an expert in this field be employed.
- 16. The information provided in this report leading to a conclusion of value and/ or other conclusions is provided as a matter of opinion. Appraiser does not warrant or guarantee the accuracy of the opinion or the underlying data and no person shall rely upon the same as a guarantee or warranty of value.

EXECUTIVE SUMMARY

No.	ADDRESS / TENANT	DATE OF VALUE	BLDG. AREA RENTED (SF)	MONTHLY	NON-AERONAUTICAL MONTHLY RENT CONCLUSION	TYPE OF LEASE	SCHEDULED INCREASES	LEASE TERM
1	Oakdale Municipal Airport Hangar L-1	12/15/2015	7,500 (40% Office)	\$2,640.00 (\$0.35/SF)	\$3,000.00 (\$0.40/SF)	Modified Net	Annual CPI Typical	3-5 Years Typical
2	Oakdale Municipal Airport Hangar L-2	12/15/2015	8,000 (20% Office)	\$2,208.00 (\$0.27/SF)	\$2,720.00 (\$0.34/SF)	Modified Net	Annual CPI Typical	3-5 Years Typical
3	Oakdale Municipal Airport Hangar L-3	12/15/2015	1,280 (0% Office)	\$282.00 (\$0.22/SF)	\$384.00 (\$0.30/SF)	Modified Net	Annual CPI Typical	3-5 Years Typical
4	Oakdale Municipal Airport Hangar L-4	12/15/2015	5,400 (0% Office)	\$1,200.00 (\$0.22 SF)	\$1,620.00 (\$0.30/SF)	Modified Net	Annual CPI Typical	3-5 Years Typical

THE ASSIGNMENT

In late July of 2015 the firm of Cogdill and Associates, Inc. was contacted by Mr. Michael Renfrow, Sr. Engineering Technician with The City of Oakdale Engineering Division, who requested that our firm provide a fee and timing estimate necessary to determine an opinion of Fair Market Rent for a group of hangars located within the Oakdale Municipal Airport. The assignment involved determining a Fair Market Rental Value based upon aeronautical and non-aeronautical uses. After providing Mr. Renfrow with the necessary information we were awarded the assignment. A copy of the consultant agreement has been included within the addenda of this report.

The purpose of the assignment was to assist the specific client, The City of Oakdale, the owner and sponsor of the Oakdale Municipal Airport, in determining the Fair Market Rental Value due to a complaint that was filed in the summer months of 2015 to the United States Department of Transportation Federal Aviation Administration. As a result of this complaint, the Federal Aviation Administration FAA completed a review and found several areas of corrective actions needed to be taken by the City of Oakdale, one of which involved determining the Fair Market Rental Value of the airport land and/or facility that are being used for non-aeronautical purposes and begin charging Sierra West Airlines fair market rental values of hangars L1, L3, and any areas used for non-aeronautical purposes as soon as possible. The function and intended use of the report will be assist the City of Oakdale in operating the Oakdale Municipal Airport in a manner consistent with applicable federal obligations.

Every attempt has been made to fully understand the subject, the neighborhood, the market area, and current market conditions. Research, investigation, and analysis of available data led to reasonable conclusions of fair market rent for the subject property based upon aeronautical and non-aeronautical uses.

Fair Market Rent is defined as:

The rental income that a property would most probably command in the open market; indicated by the current rents paid and asked for comparable space as of the date of the appraisal.

Source: Dictionary of Real Estate Appraisal, Third Edition

SCOPE OF WORK

As part of this assignment the appraisers performed thorough inspections of the subject, taking measurements and photographs of the property. Other data was gathered from the tenant, as well as form the City of Oakdale. The scope of our assignment included the following:

- The physical inspection of the subject properties on December 15, 2015.
- Determine the following uses for Hangar L-1: Aeronautical and non-aeronautical office/storage. Hangar L-2: Aeronautical. Hangar L-3: Aeronautical and non-aeronautical storage and Hangar L-4: Aeronautical.
- Determination of the market area pertinent to the subject properties.
- Analysis of market data pertinent to the subject properties and other computing airport and light industrial projects.
- Description and analysis of the physical features of the subject sites and existing improvements.
- Review of available plans and interviews with the lessors/lessees in order to fully understand the history of each property.
- Test and determination of the Highest and Best Use in order to estimate how to solve the appraisal problem.
- Collection of verification of data relative to each subject property i.e. recent lease data, rent, listings, etc.
- Application of the appropriate valuation techniques in order to determine and As-Is
 Fair Market Rental Value for the properties in question based upon and aeronautical
 and non-aeronautical use.

General market data pertaining to the region, city, and neighborhood were analyzed specifically to measure existing supply and demand levels affecting this property type in this area. Sources of market data included the local MLS, CoStar, Loopnet, our own data plant, and numerous interviews with several knowledgeable brokers, agents, and other appraisers. In determining rent values for the aeronautical uses, a detailed rent survey was conducted of neighboring airport facilities in the general area.

It is important to reiterate that the fair market rent conclusions are contingent upon the assumptions and limiting conditions as stated on the proceeding pages.

STATEMENT OF OWNERSHIP

The City of Oakdale is listed as the owner and sponsor of the Oakdale Municipal Airport.

HISTORY OF THE SUBJECT PROPERTY

According to information provided by the City of Oakdale, it appears that the current airport land was purchased by a Mr. Dan Donnley and Vern Roden for \$20,000 in 1945. In the 1960's, 20 city owned Hangars were constructed for rental and in 1977 the runway length was expanded to 2,400 feet. In 2006 the runway was widened and taxiways brought up to FAA standards (3,020' x 75') Additional statistical information on the airport is included within the addenda of this report.

DATE OF INSPECTION/ FAIR MARKET RENT VALUATION

The date of the rental value is the date of our last inspection, December 15, 2015.

DATE OF REORT

The effective date of this report is January 22, 2016.

Regional Location Map Farmington Calaveras J14 San Joaquin Escalon 120 Subject 8191 Laughlin Rd Oakdale, CA 95361 CALIFORNIA Oakdale Riverbank 108 Stanislaus 219 Salida VIIII 忍 Rd Sylvan **J**7 Milnes Rd E Briggsmore Ave J9 Scenic Dr Waterford 132 Modesto 132 132

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E Hatch Rd

Ceres

Hughson

W Hatch Rd

Carpenter

S

Paradise Rd

REGIONAL INFORMATION

Stanislaus County is located in the heart of the San Joaquin Valley in central California. It is one of the largest counties by size at 1,494 square miles. According to the California Department of Finance Population Report, the current population as of January 2015 is 532,297. The County experienced a 3.4% increase in population from April of 2010 to July of 2014, and a 0.8% of growth from January 2014 to January 2015. The Department of Finance has projected the population to be 589,000 by the year 2020.

The historical economic base for Stanislaus County is agricultural and associated industry with a primary focus on food production. Commodities produced in Stanislaus County include milk products, poultry, almonds, eggs, cattle, orchards, row, and vineyard crops. The high quality soils, semi-arid climate, long growing season, and a typically plentiful and inexpensive water supply combine to allow for excellent food production.

The central and western portions of the county are flat, with high quality soils capable of producing row crops, orchards, and vineyards. The eastern portion of Stanislaus County is considerably higher in elevation and generally consists of rolling foothill range land.

State Route 99 and the Union Pacific Railroad bisect Stanislaus County near Modesto and Turlock, the second largest city in the county. Most communities in Stanislaus County are located within one or two hours' drive of the heavily industrialized cities of the San Francisco Bay Area. Over the years housing costs in the east bay have escalated such that many working families struggle to find affordable housing. Recognizing this, developers established commuter-oriented "bedroom communities" in the Central Valley. This influx of Bay Area commuters significantly shifted the demographics of the Valley over the past three decades.

Population Demographics

According to the U.S. Census Bureau, Stanislaus County's population increased approximately 39% between 1980 and 1990. Statewide population growth was about 18.5% during this period. Between 1990 and 2000, Stanislaus County's population grew at a slower pace, increasing only 21%, while the statewide population increased by 14%. And between 2000 and 2010, the county population increased by 15% while the statewide population grew by 10%. As indicated Stanislaus County's population increased 4.2% from April of 2010 to January of 2015, and, while the State of California population grew 5.1% during this same time period. This increasing trend illustrates a growing market interest and a renewed demand for housing in this area.

Stanislaus County is home to nine incorporated cities: Modesto (the county seat), Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, and thirteen unincorporated communities. The following is a chart created by the California Department of Finance that shows the population of Stanislaus County by city:

Population By City

City	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Ceres	45,417	45,538	45,854	46,320
Hughson	6,640	6,687	6,799	6,979
Modesto	201,165	201,713	203,085	205,987
Newman	10,224	10,475	10,567	10,643
Oakdale	20,675	20,779	20,947	21,234
Patterson	20,413	20,501	20,634	20,846
Riverbank	22,678	22,775	22,924	23,149
Turlock	68,549	68,813	69,370	69,888
Waterford	8,456	8,478	8,533	8,598
Unincorporated	110.236	110,485	111,227	110,480
County Total	514,453	516,244	519,940	524,124

Source: California Department of Finance and US Census

Education

The Stanislaus County Office of Education states the county is home to 95 elementary schools, 25 junior high schools, 19 high schools, 24 continuation and alternative schools, 21 charter schools, one special education facility, and an array of private and parochial schools. There are a total of 185 public schools in the county. Additionally, Modesto Junior College and California State University Stanislaus are located in the county, as are a number of private postsecondary educational programs.

Economy

As stated previously, the major industry of Stanislaus County is agriculture and related services (such as processing, packaging and distribution). However, the development of bedroom communities for Bay Area commuters reduced the area's reliance on agriculture and helped diversify the county's economic base. In recent years, Stanislaus County recruited several businesses that have relocated to the area. In May 2012, the online retailer Amazon announced its plans to develop a 1 million square foot distribution center in Patterson. The facility opened in 2013 bringing an estimated 1,000 year round, fulltime jobs to the county.

Unemployment rates range considerably throughout the county, but are typically higher than the state average due to the area's historical dependence on the agricultural industry. The following chart outlines the County's unemployment annual averages:

STANISLAUS COUNTY UNEMPLOYMENT ANNUAL AVERAGES

Year	Rate	Year	Rate
1991	14.6%	2003	11.5%
1992	16.5%	2004	11.7%
1993	16.7%	2005	12.0%
1994	15.7%	2006	8.0%
1995	15.3%	2007	8.5%
1996	14.1%	2008	10.0%
1997	12.9%	2009	16.6%
1998	12.0%	2010	17.3%
1999	11.3%	2011	16.7%
2000	10.5%	2012	15.2%
2001	10.3%	2013	12.2%
2002	11.5%	2014	11.2%

Source: State of California Employment Development

Department

While a large number of manufacturing companies within the county employ a substantial percentage of the population, many locals are employed within a variety of other industries. The following charts indicate the major employers in the area, the number of employees for each, and the products they generate.

MAJOR MANUFACTURING EMPLOYEES – STANISLAUS COUNTY

Name of Company	No. of Employees	Products
E & J Gallo Winery	3,181	Winery
Seneca Foods	2,100	Fruit Products
Stanislaus Food Products	1,784	Fruit Products & Process
Del Monte Foods	1,700	Fruit Products
Foster Farms	1,550	Poultry Products
ConAgra	1,200	Food Processing
Racor	650	Filtration Products
Frito Lay	684	Snack Foods
Bronco Wine	350	Winery
Silgan Containers	444	Metal Food Containers
Foster Farms Dairy	435	Dairy Products
Pacific Southwest Containers	384	Packaging Products
Ball Corporation	317	Metal Food Containers
Olam Spices & Vegetables	360	Vegetable Processor
Blue Diamond Growers	350	Nut Processor
Hughson Nut Company	348	Nut Grower/Processor
Rizo-Lopez Foods	305	Cheese Producer

Source: Economic Development and Workforce Alliance/Business Resource Center

MAJOR NONMANUFACTURING EMPLOYEES = STANISLAUS COUNTY

Name of Company	No. of Employees	Products
Stanislaus County	3,607	County Government
Modesto City Schools	3,010	Education
Memorial Medical Center	3,023	Health Care
Modesto Junior College/Yosemite	1,475	Education
Community College District		
Doctors Medical Center	1,962	Health Care
Kaiser Permanente	1,759	Health Care
Turlock Unified School District	1,437	Education
City of Modesto	1,281	City Government
Emanuel Medical Center	1,411	Health Care
Save Mart Supermarkets	1,661	Supermarket
Ceres Unified School District	1,300	Education
Wal-Mart	1,389	Retail
California State University, Stanislaus	983	Education
Sutter Gould Medical Foundation	750	Health Care
Sylvan Union School District	712	Education
American Medical Response	704	Health Care
Oakdale Joint Unified School District	525	Education
Oak Valley Hospital	483	Health Care
CVS Caremark	500	Distribution Center
Turlock Irrigation District	476	Water & Electric Utility
WinCo Foods	475	Distribution Center
Patterson Unified School District	430	Education District

Source: Economic Development and Workforce Alliance/Business Resource Center

Transportation Infrastructure

Two railroad lines serve Stanislaus County: the Burlington Northern Santa Fe Railroad, and the Southern Pacific/Union Pacific Railroad. Amtrak provides passenger rail service at stations in Modesto and Turlock.

There are several national and regional trucking carriers that serve the area. Major traffic routes include State Highways 99, 132, 108, 120, and 33. Interstate 5 bisects the county near its southwestern edge. These highways and various county roads form a matrix connecting the various communities here with regions beyond.

Limited passenger flights are available from the Modesto City/County Airport. Another passenger and freight airport is found in nearby Stockton, and further south in Fresno. A deep water channel is available in Stockton, allowing for cargo ship transport to and from the San Francisco Bay.

Summary

Stanislaus County is centrally located, and is a vital part of the State of California. The influx of Bay Area commuters has changed Stanislaus County dramatically over the last 30 years. This extraordinary residential development caused substantial industrial and commercial growth, and was fueled by the region's inexpensive land, adequate resources, and affordable labor force. The greatest change occurred during the last boom cycle in the early 2000's.

By 2006 the housing bubble had burst, and values began a steady and dramatic decline. Demand for new and existing homes all but stopped, and this in turn had a negative impact on commercial values. A few months ago this trend began to reverse. The substantial supply of foreclosure homes has been absorbed, and values have stabilized, and even increased in most neighborhoods. While it will not be possible to maintain past levels of growth, it is anticipated that some amount of increase will continue for the next several years.

CITY OF OAKDALE DATA

The City of Oakdale is located approximately 15 miles northeast of Modesto along Hwy. 120 and 108 approximately 15 to 20 miles from U.S. Hwy. 99. Modesto is the county seat and has an estimated population of around 200,000. Oakdale's population is estimated at approximately 21,854 (as of January 2014) with the trade area estimated at approximately 40,000. Oakdale has historically been considered a rural farming community. Major crops produced in the area are dairy products, poultry, almonds, peaches, apricots, grains and truck crops.

Oakdale, in common with most of Stanislaus County communities, realized significant growth in the late 1980's and early 1990's, fueled by demand for affordable housing by bay area commuters. Understandably, this growth brought with it a considerable amount of pressure on the existing infrastructure and resulted in a number of special districts being formed in order to provide the needed facilities to service the growth. In recent years the city's growth rate boomed. This is primarily due to the subsequent development of two new upscale residential neighborhoods. Burchell Hill in east Oakdale and Bridal Ridge in west Oakdale have both enjoyed tremendous initial success. Virtually all of the area's new home subdivisions and resale activity exploded during 2000 to late 2005. By the end of the third quarter in 2005 sales slowed drastically and a downturn began, continuing today.

Following the initial increase in residential development was a relative increase in the development of commercial and industrial properties. Several industrial tracts have been completed and are selling or have sold lots in south central Oakdale. Also, there have been a number of new office buildings, shopping centers, motels, restaurants, etc. built in the community between 2000 and 2005. Given the economic collapse that took place in the fall of 2008, commercial and industrial development came to a halt. There has been little commercial/industrial development since 2008 with the exception of owner occupied space. Many of the small industrial tracts, like the subject, were hard hit by the economy and many properties ended up being foreclosed upon and bank owned. Many of these properties appear to have been absorbed the market appears to have stabilized.

As mentioned previously, a considerable number of new residents to the city and outlying areas are commuters either to Modesto, other areas of Stanislaus County, or the bay area. There are, however, several major manufacturing employers in the area which are listed as follows:

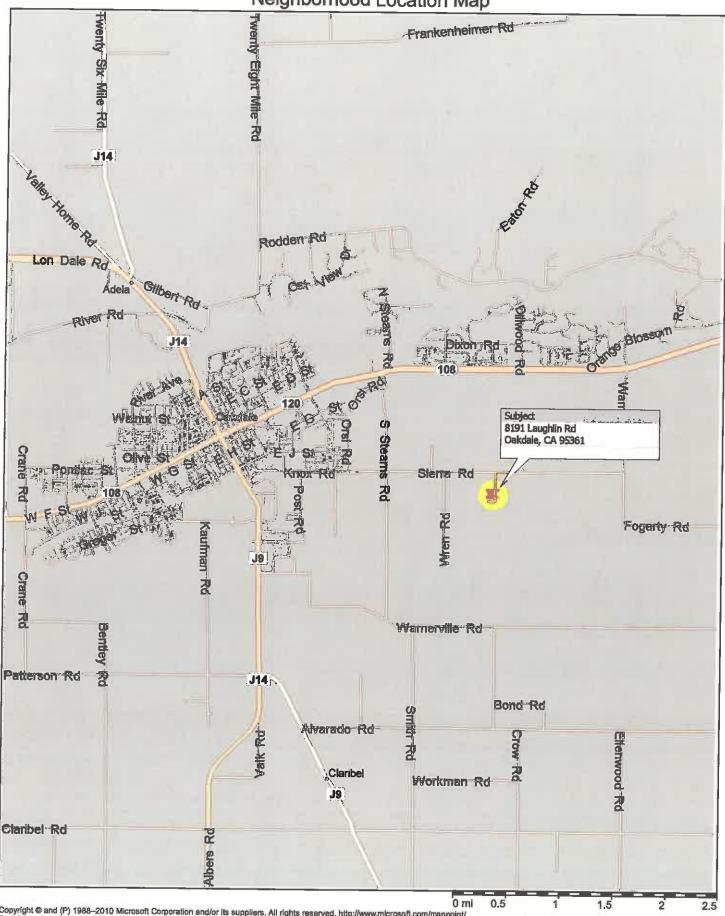
Beatrice-Hunt/Wesson Foods	240	Tomato products
	(1,800 Seasonal)	
A. L. Gilbert	130	Grain processing
Sconza Candy Co.	120	Candy Production
United Can Company	100	Can manufacturing
Brown Sheet Metal	70	Metal/mechanical prod.
West Coast Magnetics	45	Electronic components
Hi-Tech Emergency Vehicle Service	25	Fire trucks
Formulation Technologies	20	Vitamins
Oakdale Commercial Feed Yard	20	Feed dealer
Oakdale Concrete Company	15	Concrete products
TC Etching	20	Metal etching
Valley Precision	15	Computer tools
Accu-Swiss, Inc.	15	Electronic equipment
Live Oak Publishing	15	Printing & publishing
		

In May of 2007, the largest employer in the city of Oakdale, Hershey's Chocolate Company announced that it would close its plant in January of 2008, putting an estimated 575 out of work. Plant officials indicated that the Oakdale plant was operating less than 40% of capacity. In the mid 1990's the plant employed as many as 750 workers. Hershey's had been an active and supportive member of the community in Oakdale for many years, being the largest employer and was a tourist beacon up until 2001 when security cancelled tours of the plant. The overall impact of this plant closure proved to be less than anticipated as a bay area candy company subsequently bought the firm and was able to utilize much of the original operation, and keep many of the workers.

Oakdale is a somewhat remote location, yet it is served by State Hwy. 108 and 120 and is considered the gateway to the Mother Lode region of the western Sierras. The Stanislaus River winds along north of town offering opportunities for water sports and fishing. Nearby lakes are well suited for boating and water skiing. Camping, hiking, hunting and fishing are available in the nearby Sierra Foothills. Recreational facilities within the city include an 18-hole country club/golf course and numerous city and regional parks.

In summary, the city of Oakdale remains a relatively small rural community which has, despite the recent and expected growth, maintained its charm and appeal. Given the appeal of the area, it is expected that Oakdale will continue to grow and compete well with surrounding communities.

Neighborhood Location Map



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NEIGHBORHOOD DESCRIPTION

The Oakdale Municipal Airport is located approximately 3 miles southeast of the city of Oakdale. The local area consists primarily of full and part-time farming and ranching operations concentrated in irrigated field crops, permanent pasture, dairy operations, and a scattering of permanent planning such as vines, almonds, and walnuts.

The area climate is typical of the north/central San Joaquin valley area with hot, dry summers and mild winters that produce an average rainfall in the 10-12 inch range. There is little potential for frost damage, which would only be likely to occur in the months of December and January. The growing season predominantly exceeds 250 frost free days, which is adequate for most crops grown in the area.

As originally developed under the rectangular survey system, most properties are square or rectangular in shape. Most of the lower area parcels are level to grade or have slightly undulating topography, and are irrigated by local irrigation district water, Riparian Water Rights and/or supplemented by deep wells. The elevation is approximately 0-100 feet above sea level and most parcels front on paved county roads, located on section or quarter section lines. Parcel sizes mainly range from small acreage, semi-rural homesites to parcels near 500 acres, with fewer larger parcels remaining in the greater market area.

Agricultural uses, as well as semi-rural residential uses, are favorable due to the close proximity to the communities of Modesto, Oakdale, and R. These cities are the main population centers for the market area, providing off farm employment and services. Demand for property is considered strong and ag values have increased significantly over the past five years due to increasing commodities prices for nuts. The larger parcel market is considered good, with demand centered from dairymen, full time farmers, and permanent planting developers. The only apparent limitations noted in the general area are those inherent to semi-rural living such as odors from surrounding livestock operations, trash accumulation and road noise for parcels which front on paved county roads. The demand for new commercial/industrial is still soft and it is felt to ne many years off before strong demand exists in this area for new industrial development.

To the east of the subject property, approximately 2 ½ -3 miles there are numerous light industrial parks that service the city of Oakdale. These are identified as the Hi-Tech and Yosemite industrial tracts. All the properties within these tracts are zoned LM- Light Industrial and parcel sizes range from ½ acre to 8 ½ acres in size. These tracts were developed in the late 1970's and mid 1980's and have developed slowly. The majority of existing uses in these tracts consist of warehousing, light manufacturing, trucking operations, ornamental stone and rock providers, and a ready mix concrete facility.

There have been two newer industrial tracts built within the past 5 years, one located at the north and the other to the south of Hi-Tech Park. Both of these tracts are considered to be in somewhat a competitive disadvantage based upon bond assessments in excess of a \$1.00 per s.f. per parcel. As a result, the Hi-Tech Park remains the most established industrial park in the city of Oakdale. It is expected that prices within these developments will remain stable into the foreseeable future.

MARKET TRENDS

As part of the appraisal process it is helpful to understand the parameters of one's competitive market area. For this assignment I have focused on Stanislaus and San Joaquin Counties. Statistical data and certain anecdotal information were acquired from several well respected industry sources.

General Industrial

According to the PWC Investor's Survey Publication 3rd Quarter, 2015, the national warehouse market is continuing to recover, and "surging ahead" in most market sectors.

Market rents were up an average of 2.93%, with expenses estimated at a 2.98% increase. Marketing times generally range from 1 to 12 months, with the average at 4.6 months. Survey participants unanimously envision values rising over the next 12 months. The highest anticipated appreciation rate is estimated at 10%, while the average is 3.3%.

Local Industrial

The following is from the CBRE Central Valley Industrial Marketview Report, Third Quarter 2015.

The Central Valley industrial market remained active during Q3 2015 with 254,047 sq. ft. or positive new absorption. This brings the market close to a new year-to-date record of positive net absorption with nearly 4.5 million sq., ft. recorded thus far.

The Central Valley demonstrated steady leasing activity in Q3 2015 attributed largely to industries associated with food distribution, packaging agriculture and e-commerce. The most notable transactions included Taylor Farms expansion of 127,276 sq. at 1820 N. MacArthur Dr. in Tracy.

The Central Valley also experienced steady investments in Q3 2015, with over 2.5 million sq.ft. of Class A product being sold. Most notably, USB Realty Investors purchased two properties, 1909 Zephyr St., Stockton (508,800 sq. ft.) and 1380 N. MacArthur Dr., Tracy (206,451 sq. ft.) as a part of a larger Westcore Properties portfolio acquisition. Additionally, LBA Realty Advisors acquired a 529,970 square foot building in Patterson within the Keystone West Business Park.

Construction activity also remains healthy with three projects underway totaling over 1.8 million sq. ft. In addition, several projects are working their way through the planning stages as developers continue to position product in anticipation of meeting the continued demand.

Looking forward, strong demand should continue to support rising lease rates. Q4 2015 absorption expectations remain positive despite the expected delivery of Clarion's 750,000 sq. ft. speculative building in Lathrop. Additionally, a new 400,000 sq. ft. build-to-suit project within the International Park of Commerce is expected to be announced in early Q4 2015.

CBRE

Figure 2: Central Valley Industrial Market Statistics

Submarket	Net Rentable Area	Total Vacancy %	Total Availability %	Q3 Net Absorption	YTO Net Absorption	Average Asking Rate 5
Ceres	1,002,916	0.3	0.3	18,000	36,000	0.33
Lothrop	7,544,414	2.9	4.6	(100,800)	242,890	0.35
Lodi	5,022,823	-	3.7		-	0.37
Mantea	2,610,960	0.6	0.6	-	80,957	-
Modesto	16,884,012	1.4	4.0	50,022	98,426	0,31
Cokdole	888,162	-	-	•	-	
Potterson	5,099,970	-	-	-	1,500,000	-
Staddon	29,351,022	3.1	6.5	78,815	2,062,303	0.31
Tracy	14,652,678	8.1	9.4	208,010	346,510	0.39
Turlock	1,025,011		6.4		118,957	0.45
Market Total	84,081,948	3.1	5.4	254,047	4,486,043	0.34

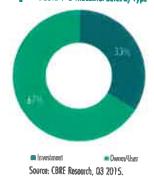
Source: CBRE Research, Q3 2015.

Figure 3: Top Leases / Top Sales

Leave (Tengra)	Address	Total SF
NFI	1820 N MacArthur Drive, Tracy	258,552
Weber Distribution	4727 Fite Court, Stockton	129,226
Taylor Farms	1820 N MacArthur Drive, Trocy	127,377
Sole (Burer)	Address	Lond SF
LBA RV Company XVII LP	2701 Keystone Pacific Parkway, Patterson	529,970
UBS Realty Investors	1909 Zephyr Street, Stackton	508,800
UBS Realty Investors	1380 N MocArthur Drive, Tracy	206.451

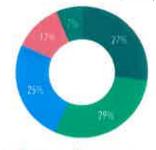
Source: CBRE Research, Q3 2015.

Figure 4: 2015 YTO Industrial Sales by Type



Q3 2015 CBRE Research

Figure 5: 2015 YTD Industrial Leases by Tenant Type



■ Distribution ■ Food 8 Beverage ■ Logistics ■ Energy/Manufacturing ■ Other Source: CBRE Research, Q3 2015.

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LEASE RATES

Asking rates have continued to rise and have reached their highest level since Q1 2008. Average leasing rates rose another \$0.01, settling at \$0.34 NNN. Both Tracy and Lathrop had the largest gains in leasing rates, each increasing by \$0.03 to \$0.39 and \$0.35, respectively. As vacancy and availability rates continue to fall, and with no speculative construction nearing completion leasing rates are expected to continue to rise.

NET ABSORPTION

The Central Valley industrial market absorbed 254,047 sq. ft. this quarter. While it does not compare with the performance of the first half of 2015 it does build upon strong performance and brings the year-to-date absorption to nearly 4.5 million sq. ft. This quarter, Tracy led all submarkets with 208,010 sq. ft. in large part to leasing activity by NFI and Taylor Farms at 1820 N. MacArthur Dr.

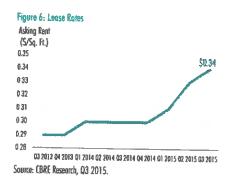
VACANCY & AVAILABILITY

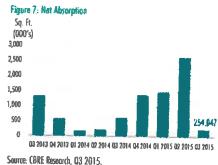
The Central Valley vacancy rate has declined for the second consecutive quarter and posted a record low of 3.1%, the lowest rate since CBRE began tracking the market. In Q3 2015, Tracy saw the greatest decline in vacancy falling 290 basis points (bps) settling at 9.4%. However, since Q3 2014, Stockton was the most active submarket with a vacancy rate falling 490 bps to 6.5%.

CONSTRUCTION ACTIVITY

In contrast to Q2 2015, no construction projects were completed. However, there are two build-to-suit projects currently under construction including Medline (1 million sq. ft.) at 24650 Hansen Dr. in Tracy and the expansion for Tesla (65,000 sq. ft.) located at 18260 Harlan in Lathrop. In addition, the speculative project for I-5 Logistics Center at 11800 Harlan Rd in Lathrop will bring 745,640 sq. ft. of availability to the market upon the buildings completion.

Q3 2015 CBRE Research







03 2013 04 2013 01 2014 02 2014 03 2014 04 2014 01 2015 02 2015 03 2015 Source: CBRE Research, Q3 2015.



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Summary

In summary, market activity in recent months reflects an overall improvement in general, and specifically, in most area neighborhoods. Almost all of the REO properties have been absorbed, and in market activity has increased. All indications are that the local industrial market is strong, and that market participants are gaining confidence. This is most evident in sale pricing, and less so with leasing activity.

Until recently, there was an over-abundance of available space for sale or lease within the Stockton / Modesto submarkets. As the economy has improved, vacancy has substantially decreased. Rents have lagged somewhat, but the market appears poised to trend upward in light of the declining inventory. This is especially true for new space. Because of market conditions, new construction in this area was almost non-existent over the past several years. That trend is also changing however, as developers are again building speculative construction in the most active area neighborhoods.

PROPERTY DESCRIPTION- HANGAR L-1

The subject property identified as Hangar L-1 consists of a 7,500 s.f. metal building that is operated as a hangar/office facility. Approximately 4,500 s.f. of the structure represents hangar space and 3,000 s.f. represents two-story professional office. Approximately 40% of the square footage represents built out office space.

Construction consists of a concrete slab floor and foundation, 21' steel framed walls, insulated walls, and ceiling with a metal roof. There is a sliding airplane door approximately 50' in width. There is no heating or cooling within the hangar space. The space appears to have basic electricity with flood lights and there are no sprinklers.

The 3,000 s.f. office portion consists of a 1,500 s.f. first floor and 1,500 s.f. second floor. The floor plan appears to be quite functional for many light industrial and aeronautical users. The floor plan consists of a lobby/reception area, several private offices, and restrooms with fixtures consisting of a toilet and a sick, and the second floor space represents large open work areas with a kitchen. Interior finish consists of painted sheetrock walls, drop panel ceilings, with a combination of laminate and carpeting flooring, and fluorescent tube lighting.

Overall this building is felt to be of average quality and in average to good condition. The building is felt to have an effective age of 10 years, with a remaining economic life of 25 years, assuming adequate upkeep and maintenance. The hangar building and office is currently leased by Sierra West Airlines, who pay \$1,400 per month. The lease term is for five years on a modified net structure that commenced in September of 2014 and terminates in October of 2019. There also appears to be two 5 year options.

For more descriptive purposes, on the following pages we have provided an aerial exhibit provided by the City of Oakdale, a building sketch, and photographs of the property taken on the date of our inspection.



DRAWN BY: MVR

DATE: 09-18-2014

DRAWING:

EXHIBIT-A

OAKDALE MUNICIPAL AIRPORT HANGER L-1

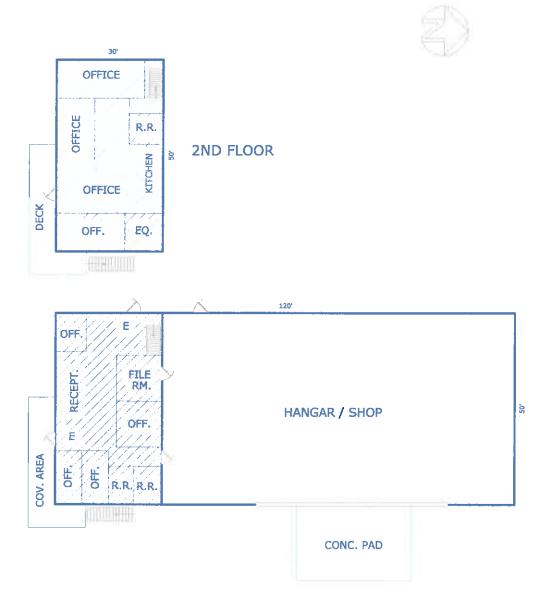
CITY OF OAKDALE

PUBLIC SERVICES DEPARMENT



BUILDING SKETCH

HANGAR L-1



Scale: 1" = 20'



Hangar L-1



Hangar L-1



Hangar L-1- East Elevation



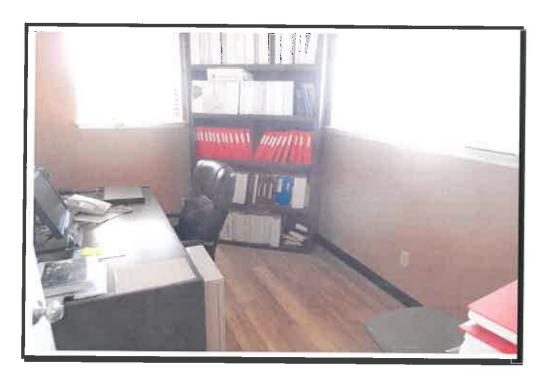
Interior View of Hangar L-1



Reception Area



Private Office



Office



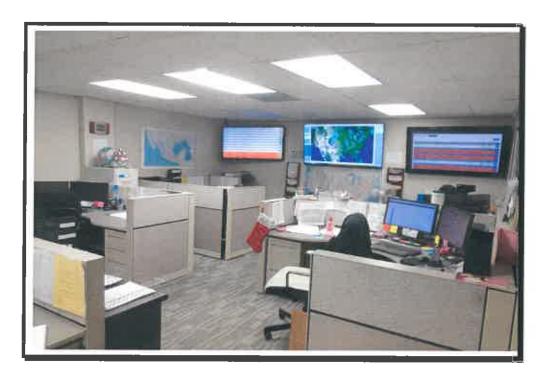
File Storage



Work Area



2nd Floor Kitchen



2nd Floor Office



Typical Restroom

PROPERTY DESCRIPTION- HANGAR L-2

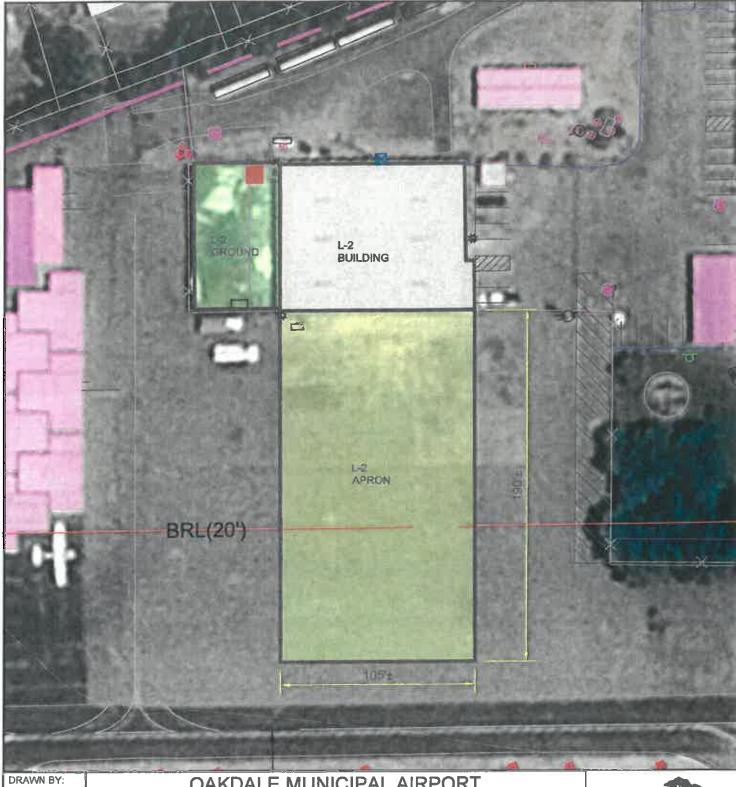
The subject property identified as Hangar L-2 consists of an 8,000 s.f. metal building that is operated as a hangar/office facility. Approximately 6,400 s.f. of the structure represents hangar space and 1,600 s.f. represents two-story professional office. Approximately 20% of the square footage represents built out office space.

Construction consists of a concrete slab floor and foundation, 16' steel framed walls, insulated walls, and ceiling with a metal roof. There is a sliding airplane door approximately 60' x 14'. There are two space heaters and no cooling within the hangar space. The space appears to have basic electricity with flood lights and there are no sprinklers.

The 1,600 s.f. office portion appears to be quite functional for many light industrial and aeronautical users. The floor plan consists of a large conference room, two large open work areas, and two restrooms with fixtures consisting of a toilet and a sink. The men's restroom also has a urinal. Interior finish consists of painted sheetrock walls, drop panel ceilings, with painted concrete flooring and fluorescent tube lighting. The office has Central HVAC.

Overall this building is felt to be of average quality and in average to good condition. The building is felt to have an effective age of 15 years, with a remaining economic life of 20 years, assuming adequate upkeep and maintenance. The hangar building and office is currently leased by Sierra West Airlines, who pay \$1,500 per month. The lease commenced in September of 2014. Twelve months following the execution of this assignment, if the city has not received interest from other parties to lease Hangar L-3 for aviation purposes, the city will begin discussions with the lease about the possibility of a longer term lease for Hangar L-3.

For more descriptive purposes, on the following pages I have provided an aerial exhibit provided by the City of Oakdale, a building sketch, and photographs of the property taken on the date of our inspection.



DRAWN BY: MVR

DATE: 09-18-2014

DRAWING:

EXHIBIT-B

OAKDALE MUNICIPAL AIRPORT HANGER L-2

CITY OF OAKDALE

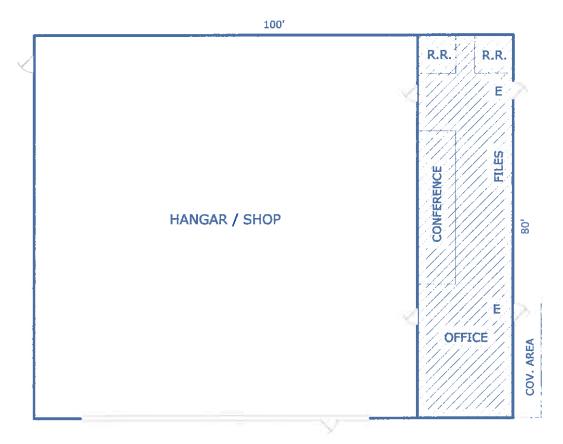
PUBLIC SERVICES DEPARMENT



BUILDING SKETCH

HANGAR L-2





Scale: 1" = 20'



Hangar L-2- East Elevation



Hangar L-2- South Elevation



View of Hangar L-2



Interior View of Hangar L-2



Office- Hangar L-2



Office- Hangar L-2



Conference Room- Hangar L-2



Typical Restroom- Hangar L-2

PROPERTY DESCRIPTION- HANGAR L-3

The subject property identified as Hangar L-3 consists of a 1,280 s.f. metal building that is operated as a hangar/storage facility. This building lacks space and restrooms. The building is improved with a rolling 40' x 12' hangar door.

Construction consists of a concrete slab floor and foundation, 14' steel framed walls and ceiling with a metal roof. There is no heating or cooling within the hangar space. The space appears to have basic electricity with flood lights and there are no sprinklers.

Overall this building is felt to be of average quality and in average to good condition. The building is felt to have an effective age of 15 years, with a remaining economic life of 20 years, assuming adequate upkeep and maintenance. The hangar building is currently leased by Sierra West Airlines, who pay \$400 per month. The lease commenced in September of 2014. Twelve months following the execution of this assignment, if the city has not received interest from other parties to lease Hangar L-3 for aviation purposes, the city will begin discussions with the lease about the possibility of a longer term lease for Hangar L-3.

For more descriptive purposes, on the following pages I have provided an aerial exhibit provided by the City of Oakdale, a building sketch, and photographs of the property taken on the date of our inspection.



DRAWN BY: MVR

DATE: 09-18-2014

DRAWING:

EXHIBIT-C

OAKDALE MUNICIPAL AIRPORT HANGER L-3

CITY OF OAKDALE

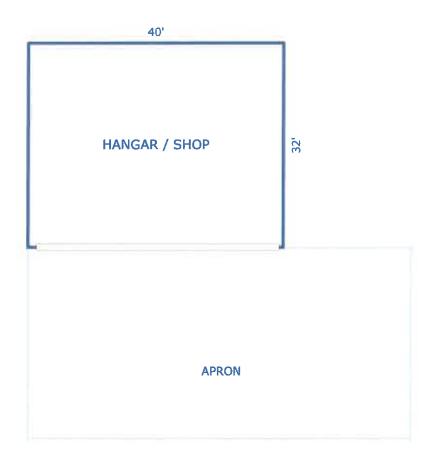
PUBLIC SERVICES DEPARMENT



BUILDING SKETCH

HANGAR L-3





Scale: 1" = 15'



L-3 Hangar and Apron



Hangar L-3- Interior View

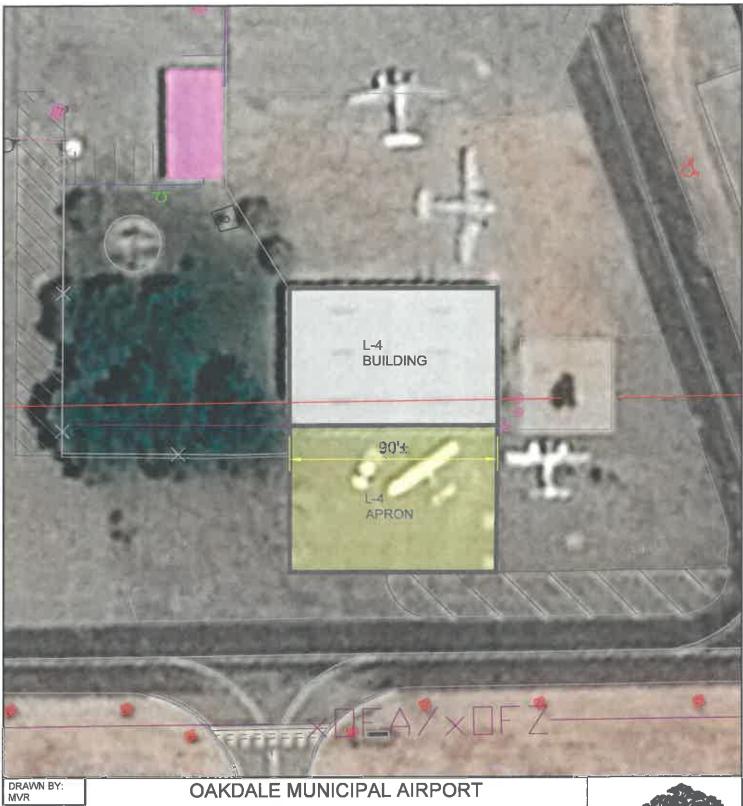
PROPERTY DESCRIPTION- HANGAR L-4

The subject property identified as Hangar L-4 consists of a 5,400 s.f. metal building that is operated as a hangar/storage facility. The building is void of office space and restrooms.

Construction consists of a concrete slab floor and foundation, 16' steel framed walls, insulated batt walls, and ceiling with a metal roof. There is a sliding airplane door approximately 88' x 16' in width. There is no heating or cooling within the hangar space. The space appears to have basic electricity with flood lights and there are no sprinklers.

Overall this building is felt to be of average quality and in average condition. The building is felt to have an effective age of 15 years, with a remaining economic life of 20years, assuming adequate upkeep and maintenance. A 50 % portion of the hangar building is currently leased by Brett Dickerson, who pays \$600 per month. The lease term is month to month.

For more descriptive purposes, on the following pages I have provided an aerial exhibit provided by the City of Oakdale, a building sketch, and photographs of the property taken on the date of our inspection.



DATE: 07-20-2015

DRAWING:

EXHIBIT-D

OAKDALE MUNICIPAL AIRPORT HANGER L-4

CITY OF OAKDALE

PUBLIC SERVICES DEPARMENT



BUILDING SKETCH

HANGAR L-4



HANGAR

Scale: 1" = 20"

SUBJECT PHOTOGRAPHS



Hangar L-4



Hangar L-4

SUBJECT PHOTOGRAPHS



Hangar L-4- Interior View



Apron L-4

HIGHEST AND BEST USE

Highest and Best Use Defined

In the most recent edition of <u>The Appraisal of Real Estate</u>, the Appraisal Institute defines highest and best use as:

"The reasonably, probable, and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The highest and best use of the land or site as if vacant and available for use may be different from the highest and best use of the improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site.

The following tests must be met in estimating highest and best use. The use must be legal and probable, not speculative or conjectural, a demand for the use must exist and it must yield the highest net return to the land for the longest period.

These tests are applied to the improved and vacant property. To arrive at an estimate of highest and best use the subject was analyzed:

- 1. As though vacant and available for development; and
- 2. As improved with the existing or proposed project.

Highest and Best Use "As Vacant"

The first constraint on the possible use for the property is dictated by the physical aspects of the site. The site and location of the parcel are the most important determinants of value. In general, the larger the site, the greater its potential to achieve economies of scale and flexibility in development.

The size of the parcel and provisions of zoning have considerable influence on the site's ultimate development. The subjects are improved upon portions of the Oakdale Municipal Airport and appear to have been allocated adequate land area to accommodate the existing hangers. The airport is currently zoned PSP by the City of Oakdale, and this is consistent with the General Plan for the immediate area. The leased subject properties have all necessary utilities and public services for a variety of potential uses. Other uses allowed that are not aeronautical in nature need to be consistent with the IL, Limited Industrial ordinance.

Legal restrictions that apply to the subject property are private restrictions and the public restrictions of zoning. Common restrictions for utility easements and road easements exist but are not believed to be of any consequence. Also according to the officials, if a property is leased for non-aeronautical uses, the term can only be month to month as the city is required to search for aeronautical users. A non-aeronautical user could be forced to vacate the property under such a scenario with little notice.

The demand for light industrial warehouse/shop space throughout the Central Valley is improving, considering current development and occupancy levels in established industrial neighborhoods. Because of the subject hangers size, age, quality, condition, and location it seems that the most feasible and profitable use would be for development of some type of light industrial use that can directly benefit from the proximity to the Oakdale Airport flight line.

As a result, the highest and best use as if vacant would be for the development of hanger space for aeronautical uses that could be used for alternative light industrial non-aeronautical uses on an interim basis.

Highest and Best Use "As Improved"

The improvements onsite appear to be of adequate design to meet the needs of a variety of aeronautical and non-aeronautical users. Although of basic metal construction, the buildings have adequate utility. Also, the subjects include adequate parking and yard areas to enhance their appeal and utility. As a result it is the appraiser's opinion that the highest and best use of the subject property "as improved" is the ongoing use as a hanger/office/shop project.

MARKET RENT ANALYSIS- AERONAUTICAL USE

Finding current hangar leases proved to be difficult, as these leases are scarce, given the fact that many airports don't provide this service (large hangars) and if they do, many tenants have been in place for quite some time. In an attempt to discover other similar hangar leases for comparison to the subject, several competing airports were surveyed.

Airports in an around the East Bay and Northern California were surveyed in an attempt to gather comparable rental data similar to the subject properties located at airports with similar demographic and locational characteristics. Also several interviews with airport personnel were conducted, as well as conversations with other appraisers and knowledgeable real estate brokers familiar with the area and market. It appears that small municipal airports that have onsite hangar operations have long term leases signed several years ago. Because of this fact, it was necessary to expand our survey to airports outside of the immediate vicinity of the Oakdale Municipal Airport. On the following page we have provided a profile of the airports that were surveyed as part of our assignment.

AIRPORTS PROFILE

No.	Airport	# of Runways	Runway Length	Tower	Avg. Aircraft Operations	Based Aircraft	Jet Aircraft
1	Livermore Municipal	2	5,119 x 150 ft. 5,004 x 100 ft.	Yes	340/day	428	6
2	Modesto City-County	2	5,904 x 150 ft. 3,464 x 100 ft.	Yes	128/day	186	8
3	Stockton Metropolitan	2	10,650 x 150 ft. 4,448 x 75 ft.	Yes	146/day	173	14
4	Merced Regional	2	5,914 x _. 150 ft.	No	175/day	61	0
5	Tracy Municipal	2	4,005 x 100 ft. 4,001 x 100 ft.	No	164/day	86	1
6	Los Banos Municipal	1	3,801 x 75 ft.	No	44/day	14	1
7	Hayward Executive	2	5,694 x 150 ft. 3,107 x 75 ft.	Yes	284/day	391	33
8	Oakdale Municipal (SUBJECT)	I.	3,017 x 75 ft.	No	26/day	65	0

It appears that lease rates vary due to many factors including: lease terms, size, quality, condition of the facility, services performed, as well as demographics of the airport and surrounding community. Rental rates vary significantly between different properties and locations. These factors have been considered in the selection and analysis of the comparable leases analyzed.

Obviously initial consideration is given to the existing lease or leases affecting each portion of the subject property. It appears that Hangars L-1 and L-2 are leased below market. Hangar L-3 is above market indicators and Hangar L-4 appears to be leased at market. On the following page we have provided a subject rent roll summarizing the current contract lease terms for the four subject hangars.

SUBJECT RENT ROLL - OAKDALE MUNICIPAL AIRPORT

Š	No. ADDRESS / TENANT	LEASE DATE	BLDG. AREA RENTED (S.F.)	CURRENT MONTHLY RENT	CONTRACT RENT PER S.F. BLDG,/M0.	TYPE OF LEASE	SCHEDULED INCREASES	SCHEDULED TERMINATION DATE
П	Oakdale Municipal Airport Hangar L-1/Sierra West Airlines	Sep-2014	7,500	\$1,400	\$0.19	Modified Net	CPI 3% Cap	Oct-2019 (2) 5 Yr. Options
2	Oakdale Municipal Airport Hangar L-2/Sierra West Airlines	Sep-2014	8,000	\$1,500	\$0.19	Modified Net	CPI 3% Cap	Moto-Mo.
ю	Oakdale Municipal Airport Hangar L-3/Sierra West Airlines	Sep-2014	1,280	\$400	\$0.31	Modified Net	CPI 3% Cap	Moto-Mo.
4	Oakdale Municipal Airport Hangar L-4/Brett Dickerson (Partial - 50% \$600 Mo.)	Nov-2014	5,400	\$1,200	\$0.22	Modified Net	CPI 3% Cap	Moto-Mo.

Comparable Rental Data

In addition to the subject data, we have researched the marker for other aeronautical hangar rent comparables. Although recent lease data is sparse, adequate information was gleaned to estimate a reasonable conclusion of market rent for the subject properties based upon an aeronautical use. This data is charted on the following page.

COMPARABLE AIRPLANE HANGAR RENTAL DATA SUMMARY

RENT INCREASES	FLAT	2% EVERY 3 TO 5 YRS.	UNKNOWN	FLAT	5% YEAR 3	CPI ANNUALL.Y	3% ANNUAL	UNKNOWN
TYPE OF LEASE	GROSS INCL. SOME UTILITIES	GROSS INCL, SOME UTILITIES	NNN	NNN	GROSS INCL. SOME UTILITIES	NNN	NNN	NNN
FINISHED AREA PERCENTAGE	I R.R. ONLY	N/A	9% OFF. / R.R.	N/A	N/A	UNK.	UNK.	8% OFF./R.R.
RENT PER S.F. BLDG.	\$0.30	\$0.32	\$0.30	\$0.21	\$0.30	\$0.20	80.19	50.42
MONTHLY	\$3,600	080'9\$	\$1,853	\$1,000	\$3,990	\$1,240	\$1,334	\$4,200
- 1								
BLDG. TYPE WALL HT. / DOORS AGE / COND. AREA LEASED (S.F.)	<u>METAL</u> 24'/2GL I HANGR 18 YRS. / GOOD 12,000	METAL 21'/1HANGAR 15 YRS, +-/AVGE.+ 19,000	METAL 21'/1 HANGAR 30 YRS. +-/ AVGE.+ 6,175	<u>METAL</u> 21' <u>L' HANGAR</u> 30 YRS. +- / AVGE. + 4.800	METAL 21'/1HANGAR 10 YRS: +-/AVGE.+ 13:323	METAL / BLOCK 16'/YHANGAR 50 YRS: +-/ AVGE, + 6,323	METAL/BLOCK 16/114ANGAR 60 YRS. +-/AVGE.+ 6,880	METAL LINK, 1 HANGAR 25 YRS, +- / AVGE,+ 10,000
BLDG. TYPE WALL HT. / DOORS LEASE AGE / COND. TERM AREA LEASED (S.F.)	MO. TO MO. <u>METAL</u> <u>24'/2G.L I HANGR</u> <u>18 YRS. / GOOD</u> 12,000	120 MOS. METAL 21'/ I HANGAR 15 YRS.+/AVGE.+ 19,000	UNKNOWN METAL 21'/1 HANGAR 30 YRS.+-/ AVGE.+ 6,175	ANNUAL <u>METAL</u> 21'/ 1 HANGAR 30 YRS. +- / AVGE. + 4,800	36 MOS. METAL 21'/1 HANGAR 10 YRS.+-/AVGE.+ 13,323	ANNUAL METAL/BLOCK 16/1 HANGAR 50 YRS. +- / AVGE. + 6,323	60 MOS. METAL/BLOCK 16/11HANGAR 60 YRS.+-/AYGE.+ 6,880	60 MOS. METAL INK. / I HANGAR 25 YRS. +-/ AVGE.+ 10,000
		·			·			
LEASE TERM	МО. ТО МО.	120 MOS.	UNKNOWN	ANNUAL	36 MOS.	ANNUAL	60 MOS.	60 MOS.

Hangar Rent Location Map Laguna West Amador City E2 Wilton Sutter Creek Elk Grove 124 Napa 104 Yolo 88) lone Jackson Vacaville Amador 49 Sacramento 113 Fairfield Galt Solano Valley Woodbridge, Springs Lockeford Lodi Rio Vista, Calaveras 12 160) Benicla 99 Martinez Pittsburg_ Comparable No. 2 Comparable No. 1 intloch 6580 Lindbergh St 7335 Lindbergh St Oakley Concord 4 4 Stockton, CA 95206 Stockton, CA 95206 Pleasant HIM Clayton Brentwood Comparable No. 4 Walnut 4 Creek Contra Cesta Byon Lafayelle Frency Camp Alamo Moraga Danville Comparable No. 5 Comparable No. 3 Comparable No. 8 6800 Lindbergh St 2050 E. Sikorsky St. # 7 ajara Subject Livermore Airport, Hangar # 152, Stockton, CA 95206 Stockton, CA 95206 801 Livemore, CA Oakdale 99 Ripon Riverbank Castro Dublin Valley 219 J2 Salida Pleasanton Hayward Waterford 132 Nameda Modesto J14 84 Hughson Union City Comparable No. 7 Fremont Comparable No. 6 700 Tioga Ave # 33 700 Tloga Ave # 27 Modesto, CA Modesto, CA Newark East Palo Alto J17 Patterson 101 Milpitas Delhi Hilmar 99 237 Los Altos Hills Summyale Livingston San Jose Santa Clara Cupertino G2 Newman 87 Santa Clara 140 Saratoga Campbell 165

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17

Sania Cruz

Boulder

Creek

9 Ben
Lomond

Felton

Los Gatos

Morgan Hill

Gustine

33

10

0 mi

Merced

152

20

30

Los Banos

Discussion of Hangar Rent Comparable Data

Hangar Rent Comparable No. 1 is located at 6580 Lindbergh St. at the Stockton Airport. According to the tenant, this space (or at least the majority thereof) is used for airplane and vehicle storage at a monthly rent of \$3,600. This equates to \$0.30 per square foot of building area. I believe this is a gross rent, with the owner paying for water and sewer service, insurance, and taxes, and the tenant pays for electrical service.

Hangar Rent Comparable No. 2 is near Comparable No. 1, just a few blocks south. A 19,000 s.f. portion of a large hangar building was reportedly leased in May, 2015 for \$6,080 per month, or \$0.32 per square foot. Details were limited, but in general this appears to be a very comparable property, with a similar lease structure.

Hangar Rent Comparable No. 3 is located at 2050 E. Sikorsky St. in Stockton, CA. This space is part of a large hangar building that was reportedly leased in August, 2015 for \$1,853 per month, or \$0.30 per square foot of building area. It is my understanding that this is a triple net lease, with all expenses passed through to the tenant as additional rent. Actual CAM charges were unavailable, yet some positive adjustment is needed when comparing this data to a gross lease. A possible offset could be the substantial office and restroom included with this space.

Hangar Rent Comparable No. 4 is similar to Comparable No. 3, and is a February 2015 lease of another hangar space within the Stockton Airport. This property leased for a reported \$1,000 per month, or \$0.21 per square foot, triple net.

Hangar Rent Comparable No. 5 is located at the Stockton Airport and is an April, 2015 lease of a newer building. This is reportedly a gross lease including a large hangar building with minimal, if any tenant improvements. Analyzing this lease indicates \$0.30 per square foot of building area.

Hangar Rent Comparables No. 6 and No.7 are both located in the Modesto City/County Airport. Once again, details were very limited, yet according to the airport manager, these two leases represent their most recent activity. Both are mid-sized hangars with minimal or no interior finish. These are older buildings, in average condition. Analyzing the lease data indicates \$0.20 and \$0.19 (NNN) per square foot of building area. These hangars are considered generally inferior to the subject.

Hangar Rent Comparable No. 8 is located in Livermore, California, obviously several miles west of Oakdale. This comparable was included to help establish an upper limit indicator for the subject. Livermore properties are very much influenced by their proximity to the Bay Area, and hangar spaces are no exception. This comparable was established several years ago, and reflects a large hangar with good tenant improvements, renting for \$0.42 per square foot, per month. This was reported to be a triple net lease, meaning additional rents are charged for the passed through expenses.

In addition to the previous analysis, we also conducted several interviews with local airports that have small hangar facilities located onsite. These hangars range anywhere from 800-2,400 s.f. in size. On the following pages you will find a rent comparison survey for the smaller hangars.

RATE COMPARISONS SURVEY- SMALLER HANGARS

	Modesto Airport	Merced Airport	Stockton Airport	Livermore Airport	Hayward Airport
Tie Down Landing Fee	\$0.00	\$0.00	\$10.00	\$8.00	\$5.00
Tie Down Over Night Fee	\$7.50	\$9.00	\$0.00	\$10.00	\$5.00
Tie Down Lease Fee/Month	\$41.00	\$34.00	\$70.00	\$76.00	\$60.00
Small Hanger/Non-Electric (800 s.f. to 1,000s.f.)	\$135.00	\$156.00	\$209.00	NA	NA
Small Hanger/Electric (800 s.f. to 1,000s.f.)	\$165.00	NA	NA	\$326.00 (\$0.33-0.41)	\$233.00
Medium Hangar/ Non Electric (1,000 s.f./1,200 s.f.)	\$207.00 (\$0.17-0.21)	\$197.00 (\$0.16-0.20)	\$218.00 (\$0.18-0.22)	NA A	NA
Medium Hangar/Electric (1,000 s.f./1,200 s.f.)	\$237.00 (\$0.20-0.24)	NA	NA	\$351.00 (\$0.30-0.35)	\$327.00
Large Hangar/ Electric (1,200 s.f./1,400 s.f.)	\$251.00 (\$0.21-0.18)	\$306.00 (\$0.22-0.26)	\$354.00 (\$0.25-0.30)	\$433.00 (\$0.31-0.36)	\$448.00
Executive Hangar (1,900 s.f./2,400 s.f.)	\$436.00 (\$0.18-0.23)	\$477.00 (\$0.20-0.25)	NA	\$616.00 (\$0.26-0.32)	\$815.00 (\$0.34-0.43)

Plans to Change Rates?

Not at this time July 1st, 2015 CPI (Every 3 Years)

July 1st, 2015 CPI

July 1st, 2015 CPI

Analysis of Market Rents and Conclusions-Aeronautical Use

From the data analyzed, it appears that most hangar facilities with little to no office rent between \$0.20 to \$0.30 per s.f. per month. It appears that facilities that are below \$0.20 per s.f. are quite old and that the facilities that are in excess of \$0.30 to \$0.40 per s.f. appear to be located in the East Bay area communities. It is our opinion that the most comparable leases are recent leases signed within the city of Stockton and the city of Modesto at their airport facilities. It appears that the facilities at the Modesto Airport are quite older having been built in the 50's and 60's and recent leases indicate rents at around \$0.20 per s.f. for hangar space with no office. The most recent leases signed at the Stockton Airport appear to be around \$0.30 per s.f. for newer facilities with minimal office.

Given the location, age, quality, and condition of the subject properties, it is our opion that a market rent range of approximately \$0.20 to \$0.25 appears to be appropriate. The subject Hangar L-4 currently rents for approximately \$0.22 per s.f., which appears to fall within this market range.

Therefor it is our opinion that as of December 15, 2015, a current market rental rate for hangar space with little to no office would be between aviation \$0.20 to \$0.25, with a rounded conclusion of \$0.22 per s.f. per month.

As previously mentioned, Hangars L-1 and L-2 are improved with a considerable amount of office, which does not appear to be typical. Office use however, is fairly universal and we have relied upon industrial office market rents located throughout Stanislaus County for this analysis. It appears that office rents for this type of use typically fall between \$0.50 and \$0.65 per s.f. depending upon location, condition, quality, and percentage of tenant improvements. It is our opion that a rental rate to the 3,000 square feet of office space for Hangar L-1 would be approximately \$0.55 per s.f and that an office rent for the 2,000 s.f. portion of Hangar L-2 would be approximately \$0.50 per s.f., as this space appears to be older and is not of the same condition and quality. These rents are at the lower end of the range provided by the comparables, however, are felt to be justified given the properties location.

Therefore, based upon an aeronautical use, the following Fair Market Rental Values have been concluded for the subject properties on the following page:

Hangar L-1:

4,500 s.f. Hangar Space x \$0.22 per s.f. = \$990

3,000 s.f. Office Space x \$0.55per s.f. = \$1,650

Total = \$2,640

(7,500 s.f. @ \$0.352 = \$2,640 per month)

Hangar L-2:

6,400 s.f. Hangar Space x \$0.22 per s.f. = \$1,408

1,600 s.f. Office Space x \$0.50 per s.f. = \$800

Total= \$2,208

(8,000 s.f. @ \$0.2760 = \$2,208 per month)

Hangar L-3:

1,280 s.f. Hangar Space x 0.22 per s.f. = 282

Hangar L-4:

5,400 s.f. Hangar Space x 0.22 per s.f. = 1,200

The overall rental conclusions for Hangars L-1 and L-2 are above the hangar rent range provided by the comparables, however this is due to the fact that a large portion of each of these structures is built out with office, which again is not typical. It appears from our analysis that most of the hangar facilities have little to no office.

Also from this analysis it appears that the subject's current contract rents for Hangars L-1 and L-2 are well below market for an aeronautical use and that the rent for Hangar L-3 is currently above market for an aeronautical use. The current contract rent for subject Hangar L-4 appears to be well bracketed by the comparables analyzed and appears to be a good indication for market rental value for hangar space at this location.

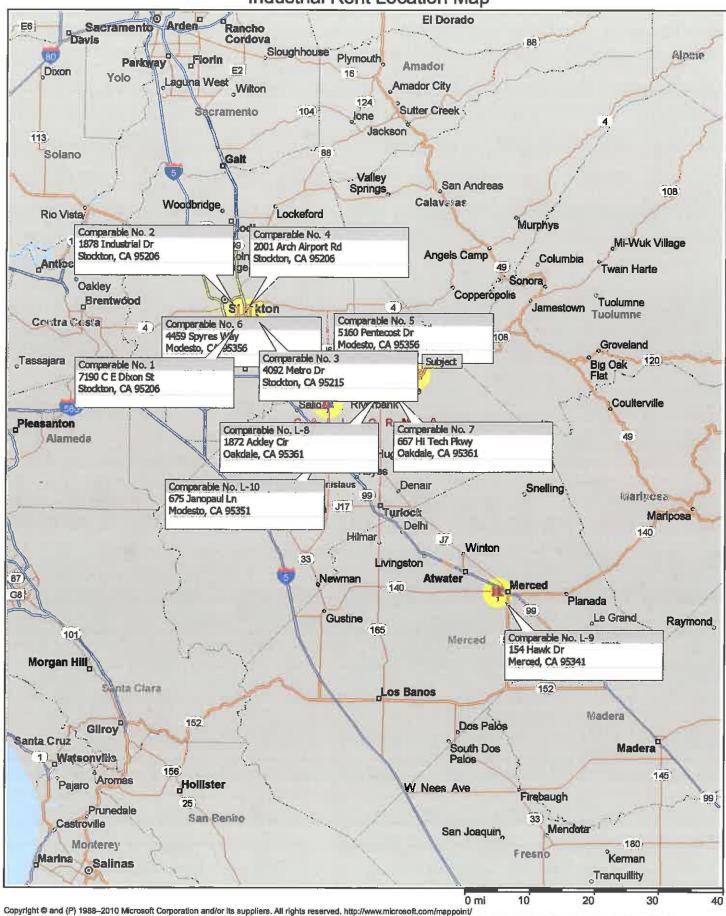
MARKET RENT ANALYSIS- NON-AERONATICAL USE

In addition to determining a Fair Market Rental Value for the subject properties based upon an aeronautical use we were asked to determine what a fair market rental value would be for each of the properties based upon a non-aeronautical use. In order to determine this, several light industrial tracts were researched throughout the Central Valley in an attempt to find light industrials buildings with similar characteristics and office space. On the following page we have provided a rental summary of light industrial properties based upon non-aeronautical uses.

COMPARABLE INDUSTRIAL RENTAL DATA SUMMARY

RENT	UNKNOWN	FLAT	UNKNOWN	3% ANNUAL	3% ANNUAL	UNKNOWN	UNKNOWN	NEGO.	NEGO,	NEGO,
		Z								
TYPE OF	GROSS	NNN	GROSS	NNN	GROSS	GROSS	GROSS	GROSS	GROSS	GROSS
FINISHED AREA	10% +- OFF. / RR	8% Off. / RR	EST. 25% OFF. / RR	9% OFF. / RR	20% OFF. / RR	33% OFF. / RR	3% OFF. / RR	<u>10%</u> Off: / RR	21% Off. / RR	5% OFF. / RR
RENT PER	80.53	\$0.39	09.08	\$0.45	\$0.54	50.52	\$0.35	\$0.45 (ASKING)	\$0.40 (ASKING)	\$0.30 (ASKING)
MONTHLY	\$6,495	\$4,745	\$3,450	\$5,850	\$5,375	\$3,53\$	\$4,200	\$945 (ASKING)	\$4,200 (ASKING)	\$1,760 (ASKING)
BLDG. TYPE WALL HT. / DOORS AGE / COND. AREA LEASED (S.F.)	METAL 28/16GL0D. 6.YRS/LAVGE 12,250	CLU. 24'/1GL-3D. 10 YRS.+/AVGE. 12,160	CLU. 17-22/3GL3D. 8.YRS.+/AVGE. 5,760	C.T.U. 24-26'/3.G.L2.D. 13 YRS.+-/AVGE. 12,996	METAL 14/3 GL0D. 7 YRS.+-/AVGE. 10,000	METAL 24/3 GL-3 D. 8 YRS.+/AVGE. 6,800	METAL 16/15 GL0 D. 10 YRS.+-/GQQD 12,000	<u>METAL</u> 16/1 GL_0D. NEW/NEW \$2,100	METAL 21-22'/4 G.L.; Q.D. 7-8 YRS. / GOOD 10,500	MASONRY 21–22'/ I G.L O.D. 25+ YRS. / FAIR 5,872
LEASE	60 MONTHS	38 MOS.	UNKNOWN	60 MOS.	60 MOS.	36 MOS.	36 MOS.	NBGO.	NEGO.	NEGO.
LEASE	UNKNOWN	APR-15	KJL-14	JUN-15	SEP-14	OCT-15	DEC-13	AVAIL.	AVAIL.	AVAIL.
Vo. LOCATION / TENANT		2 1878 INDUSTRIAL DR., STOCKTON, CA / BUNNEIT & CO.	3 4092 METRO DR., STOCKTON, CA / ITS COMPUTER	4 2001 ARCH-AIRPORT RD., STOCKTON, CA / MOTION INDUSTRIES	5 5160 PENTECOST DRIVE MODESTO, CALIGHT IND.	6 4459 SPYRES WAY MODESTO, CA/ REPAIR SHOP	7 667 HLTECH PARKWAY OAKDALE, CA WAREHOUSE	L-8 1872 ACKLEY CIRCLE OAKDAL, CA/ AVAIL, FOR LEASE	L-9 154 HAWK DRIVE MERCED, CA/ AVAIL. FOR LEASE	L-10 675 JANOPAUL LANE MODESTO, CA/ AVAILABLE STORAGE

Industrial Rent Location Map



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Certain mapping and direction data © 2010 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: ©
Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2010 Tele Atlas North America, Inc. All rights

Discussion of Industrial Rent Comparable Data

Industrial Rent Comparable No. 1 is identified at 7190 CE Dixon Street in the subject's airport neighborhood. The tenant is San Joaquin County, reportedly utilizing this facility for the storage of voting equipment. The contract date was unknown but reportedly reflects a 60 month term with a monthly rent equal to \$.53 per square foot of overall building area. This is a newer metal building in average condition with an estimated 10% office and restroom space.

Industrial Rent Comparable No. 2 is also located just north of the Stockton Airport and is again a newer concrete tilt-up warehouse building. In April of 2015, a 12,160 s.f. space leased for \$0.39 per square foot, per month. This is also an attractive facility with good utility and an adequate office area build out.

Industrial Rent Comparable No. 3 is located at 4092 Metro Dr. in Stockton, Ca, and is also a newer concrete tilt-up warehouse space with substantial office and restroom build out. This July, 2014 lease reflects \$0.60 per square foot of total building area, on an industrial gross basis.

Industrial Rent Comparable No.4 is located at 2001 Arch-Airport Road, in the Stockton airport neighborhood. This June, 2015 lease involves a 12,996 s.f. warehouse space with 9% finished area buildout. This was a triple net term with 3% annual increases scheduled, indicating a beginning rent equal to \$.45 per square foot of overall building area.

Industrial Rent Comparable No. 5 is located at 5160 Penecost Dr. in Modesto, CA. In September 2014, a 60 month lease began with a light industrial user. According to the information available, the leased space includes 10,000 square feet of mostly warehouse storage space yet it also includes an estimated $2,000 \pm$ square feet of office. The monthly rent was established at \$5,375 per month or \$0.54 per square foot of leased area. The terms are modified gross and increases are applied 3% annually.

Industrial Rent Comparable No. 6 is located just south of Comparable No. 5 and is a metal warehouse building. In October of 2015, a 6,800 s.f. space leased for \$0.52 per square foot, per month. This is an attractive facility with good utility and an adequate office area build out.

Industrial Rent Comparable No. 7 is located at 667 Hi-Tech Parkway in Oakdale, Ca, and includes a metal warehouse space of 12,000 square feet. This December, 2013 lease involves a 36 months, modified gross terms. This building had very little office and indicates a monthly rate of \$4,200 or \$0.35 per s.f.

Industrial Rent Comparable No. L-8 is located at 1872 Ackley Circle in Oakdale, CA, and includes multi-tenant industrial space being offered at \$0.45 per square foot, gross. This space has about 10% finished office. Several spaces are available ranging in size from 1,200 to 2,100 s.f.

Industrial Rent Comparable No. L-9 is an available property in Merced, CA, close to the Merced Airport at 154 Hawk Drive. This property includes a small parcel with a free standing light industrial building containing 10,500 s.f., which includes a 21% build out of finished office and restroom space. This property is available for lease at an asking rate of \$0.40 per square foot, per month.

Industrial Rent Comparable No. L-10 is the active listing of storage/shop space at 675 Janopaul Lane in Modesto, CA. From an interview with the leasing agent it is my understanding that this listing has been offered at that the current asking rate is \$0.30 per square foot per month. This space represents older shop/storage space with little office.

Analysis of Market Rates and Conclusions- Non-Aeronautical Use

The ten comparables provided a relatively tight range in value from a low of \$0.30 per s.f. to a high of \$0.60 per s.f. on an industrial gross basis. From this data and from interviews with knowledgeable leasing agents, it appears that typical shop space leases anywhere from \$0.30 to \$0.50 per s.f. depending upon quality and age and typical office space leases anywhere from \$0.50 to \$0.65 per s.f.

Based upon this data, it is our opion that a shop space lease of between \$0.30 to \$0.35 per s.f. is well warranted for the subject properties based upon a non-aeronautical use. Given the limitations with leasing to a non-aeronautical use, we feel a rent at the lower end of the range is justified to account for the additional risks a tenant would undertake. Therefore, we have selected a rent of \$0.30 per s.f for the shop space. As previously mentioned the office lease rates are felt to be fairly universal and have been estimated at \$0.55 per s.f. for Hangar L-1 and \$0.50 per s.f. for Hangar L-2. Therefor the following fair market rental values for the subject properties based upon a non-aeronautical use are as follows:

Hangar L-1:

4,500 s.f. Shop/Warehouse @ \$0.30 = \$1,350 3,000 s.f. Office @ \$0.55 = \$1,650 Total = \$3,000 / 7,500 s.f. = \$0.40 per s.f. per month

Hangar L-2: 8,000 s.f.

6,400 s.f. Shop/Warehouse @ \$0.30 = \$1,920 1,600 s.f. Office @ \$0.50 = \$800 Total = \$2,720 / 8,000 s.f. = \$0.34 per s.f. per month

Hangar L-3:

1,280 s.f. Shop/Storage Space @ \$0.30 = **\$384** per month

Hangar L-4:

5,400 s.f. Shop/Storage Space @ \$0.30 = \$1,620 per month

ADDENDA

- CONSULTANT AGREEMENT
- COMPARABLE HANGAR SPACE RENT PHOTOS
- COMPARABLE INDUSTRIAL RENT PHOTOS
- STATEMENT OF QUALIFICATION DAVID E. COGDILL, JR.
- STATEMENT OF QUALIFICATION JAMES A.COGDILL

CONSULTANT AGREEMENT

1	CONSULTANT AGREEMENT
2	CITY OF OAKDALE
3	AND CONSULANT
4	
5	FOR PROFESSIONAL APPRAISAL SERVICES
6	
7	This Agreement is made and entered into this 8th day of September, 2015, by and
8	between CITY OF OAKDALE (CITY) and Cogdill and Associates, Inc. (CONSULTANT)
9	regarding professional appraisal services hereinafter referred to as (PROJECT).
10	WITNESETH:
11	CITY desires to retain the services of CONSULTANT regarding services for the
12	"PROJECT". CONSULTANT desires to perform the services requested by CITY regarding
13	the PROJECT on the terms and conditions set forth below.
14	NOW, THEREFORE, the parties agree as follows:
15	1. <u>Description of Work</u>
16	CONSULTANT shall perform the work set forth in Exhibit A, attached hereto and
17	made a part hereof.
18	CONSULTANT shall provide all labor, equipment, material and supplies required o
19	necessary to properly, competently and completely perform the work or render the services
20	under this Agreement. CONSULTANT shall determine the method, details and means of
21	doing the work or rendering the services.
22	2. <u>Compensation</u>
23	Compensation shall be on a time-and-expense basis, based on the work describe
24	in Exhibit A.
25	3. <u>Term and Time For Completion</u>
26	This Agreement shall become effective on the date first hereinabove written and wi
27	continue in effect for one year, unless sooner terminated as provided in Paragraph 9.

4. Payment For Services

CONSULTANT shall submit to CITY monthly itemized bills for the services rendered. If the work is satisfactorily completed, CITY shall pay such bill within thirty (30) days of its receipt. Should CITY dispute any portion of any bill, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONSULTANT in writing of the disputed portion within 14 days.

5. <u>Compliance With Laws</u>

CONSULTANT agrees that it shall conduct its work and perform its services in compliance with all laws and regulations of CITY OF OAKDALE, COUNTY OF STANISLAUS and STATE OF CALIFORNIA, and any officer, department or agency thereof, as well as other laws and regulations as may be applicable thereto.

6. <u>Errors and Omissions Insurance</u>

CONSULTANT shall have such errors and omissions insurance as shall protect CITY, it's officers, directors, employees and agents from claims based on alleged errors or negligent acts or omissions which may arise from CONSULTANT's operations or performance under this Agreement, whether claims be made during or subsequent to the term of this Agreement, and whether such operations or performance be by CONSULTANT or its employees, consultants, agents or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000.

Said policy shall be continued in full force and effect during the term of this Agreement and for a period of three (3) years following the completion of the services provided for in this Agreement. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the terms of this Agreement.

CONSULTANT shall provide to CITY a certificate of insurance on a form acceptable to CITY indicating the deductible or self-retention amounts and the expiration date of said

policy, and shall provide renewal certificates within ten (10) days after expiration of each policy term.

3 7. General Insurance

CONSULTANT 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:

- 1. Workers Compensation CONSULTANT shall carry such insurance as will protect CITY and CONSULTANT from claims under Worker's Compensation and Employers' Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes. This insurance shall also waive all right to subrogation against CITY, its employees, directors, officers and agents.
- 2. General Liability. CONSULTANT shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent CONSULTANTs and broad form property damage coverage. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this service/location or the general aggregate limit shall be twice the required occurrence limit.
- 3. Automobile Liability. CONSULTANT shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and

property damage.

4.

Certificates of Insurance. Prior to commencement of any work, CONSULTANT 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 CONSULTANT. 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, CONSULTANT 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.

5. All companies shall be licensed by the California Department of Insurance to write the type of insurance provided.

8. <u>Indemnification and Hold Harmless</u>

CONSULTANT shall protect, indemnify, hold harmless and defend CITY, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as "Claims") to the extent arising out

- 1 of the breach of this Agreement in whole or in part by, or willful or fraudulent misconduct or
- 2 negligent acts, errors or omissions by CONSULTANT, its employees, agents or
- 3 consultants, or the agent, employee or consultant of any one of them in the performance of
- 4 their duties or in their operations under this Agreement, but not including the sole or active
- 5 negligence or the willful misconduct of CITY.
- Neither termination of this Agreement nor completion of the acts to be performed
- 7 under this Agreement shall release CONSULTANT from its obligations to indemnify as to
- 8 any claims so long as the event upon which such Claims is predicated shall have occurred
- 9 prior to the effective date of any such termination or completion and arose out of or was in
- 10 any way connected with performance or operations under this Agreement by
- 11 CONSULTANT, its employees, agents or consultants, or the employee, agent or consultant
- 12 of any one of them.
- Submission of insurance certificates or other proof of compliance with the insurance
- 14 requirements in this Agreement does not relieve CONSULTANT from liability under this
- 15 indemnification and hold harmless clause. The obligation of this indemnity article shall
- 16 apply whether or not such insurance policies shall have been determined to be applicable
- 17 to any of such damages or claims for damages.

18 9. <u>Termination</u>

- 19 This Agreement may be terminated at any time for cause by CITY upon five (5) days
- 20 advance written notice. In the event of such termination, CONSULTANT is to be fairly
- 21 compensated for all work performed to the date of termination as calculated by CITY based
- 22 on Paragraph 2 hereof. Compensation under this paragraph shall not include costs related
- 23 to lost profit associated with the expected completion of the work or other such payments
- 24 relating to the benefit of the bargain.

25 10. Attorney's Fees

26 In the event that any arbitration, litigation or other action or proceeding of any nature

- 1 between CITY and CONSULTANT becomes necessary to enforce or interpret all or any
- 2 portion of this Agreement or because of an alleged breach by either party of any of the
- 3 terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing
- 4 party's reasonable attorney's fees, costs and expenses incurred in connection with the
- 5 prosecution or defense of such action or proceeding.

6 11. Entire Agreement

- 7 This writing constitutes the entire Agreement between the parties relative to the
- 8 services specified herein, and no modifications hereof shall be effective unless and until
- 9 such modification is evidenced by a writing signed by both parties to this Agreement.
- 10 There are no understandings, agreements, conditions, representations, warranties or
- 11 promises with respect to the subject matter of this Agreement except those contained in or
- 12 referred to in this writing.

13 12. Non-Collusion

- 14 CONSULTANT will sign a non-collusion affidavit pursuant to California Public
- 15 Contract Code Section 7106.

16 13. Mediation and Arbitration

- 17 The parties shall comply with California Public Contract Code Sections 20104, et
- 18 seq.

19 14. <u>Independent CONSULTANT</u>

- 20 It is expressly understood and agreed by the parties hereto that CONSULTANT's
- 21 relationship to CITY is that of an independent CONSULTANT. All persons hired by
- 22 CONSULTANT and performing the work shall be CONSULTANT's employees or agents.
- 23 CITY shall not be obligated in any way to pay any wages or other claims by any such
- 24 employees or agents or any other person by reason of this Agreement. CONSULTANT
- 25 shall be solely liable to such employees and agents for losses, costs, damage of injuries by
- 26 said employees or agents during the course of the work.

15. Successors and Assignment

- This Agreement shall be binding on the heirs, successors, executors, administrators
- 3 and assigns of the parties; however, CONSULTANT agrees that it will not assign, transfer,
- 4 convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or
- 5 interest therein, or its power to execute the same without the prior written consent of CITY.

6 16. Severability

1

- 7 If any provision of this Agreement is held to be unenforceable, the remainder of this
- 8 Agreement shall be severable and not affected thereby.

9 17. Waiver of Rights

- Any waiver at any time by either party hereto of its rights with respect to a breach or
- 11 default, or any other matter arising in connection with this Agreement, shall not be deemed
- 12 to be a waiver with respect to any other breach, default or matter.

13 18. Remedies Not Exclusive

- 14 The use by either party of any remedy specified herein for the enforcement of this
- 15 Agreement is not exclusive and shall not deprive the party using such remedy of, or limit
- 16 the application of any remedy provided by law.

17 19. <u>Notices</u>

- All notices, statements, reports, approvals or requests or other communications that
- 19 are required either expressly or by implication to be given by either party to the other under
- 20 this Agreement shall be in writing and signed for each party by such officers as each may,
- 21 from time to time, authorize in writing to so act. All such notices shall be deemed to have
- 22 been received on the date of delivery if delivered personally or three (3) days after mailing
- 23 if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post
- 24 office for delivery. Unless and until formally notified otherwise, all notices shall be
- 25 addressed to the parties at their addresses shown below:

Public Services Director City of Oakdale

1	455 South Fift Oakdale, CA 9	
2	CONSULTAN	Γ:
3	Company Nam Address:	ne: Cogdill and Associates. Inc.
4		810 Standiford Avenue, Suite 3 Modesto, CA 95350
5	Phone:	(209) 523-9365
6	20. <u>Sub-CONSULTANTs</u>	
7	No subcontract shall	be awarded or an outside CONSULTANT engaged by
8	CONSULTANT unless prior v	written approval is obtained from CITY except as designated in
9	the PROJECT.	
10	IN WITNESS WHERE	OF the parties execute this Agreement on the day and year
11	first hereinabove written.	
12	CITY OF OAKDALE	CONSULTANT
13	12 n 1	
14	12mloke	
15	BRYAN WHITEMYER, City N	Manager Name: David E. Cogdill, Jr./ Title: \ President
16		
17		
18	APPROVED AS TO FORM:	
19	100/	
20	W. 1//	
21	THOMAS HALLINAN, City At	torney
22		
23		
24		
25		
26		
27		

- 8 -



July 30, 2015

Mr. Michael Renfrow Sr. Engineering Technician City of Oakdale, Engineering Division 455 S. 5th Avenue Oakdale, CA 95361

RE: Proposal to Determine Fair Market Rental Value of
Four Buildings Located at the City of Oakdale Municipal Airport

Dear Mr. Renfrow:

In response to your request on behalf of the City of Oakdale, please be advised that the firm of Cogdill and Associates, Inc. can provide you with a Fair Market Rental Value estimate of four buildings located at the City of Oakdale Municipal Airport for a total fee "not to exceed" \$5,000, with a completion time of approximately 60 days from the date of authorization to proceed. The properties in question are listed as follows:

L-1 Two story 6,000 SF maintenance hangar with 3,000 SF office space and hangar door.

L-2 6,000 SF maintenance hangar with 2,000 SF office space and 60'x14' door

L-3 1,400 SF shop hangar with a 40'x12' door

L-4 5,400 SF maintenance hangar with 88'x16' door

It is our understanding that the purpose of this assignment will be to determine the Fair Market Rental Value of these properties, and that the function and intended use of the report will be to assist the City of Oakdale in operating the Oakdale Municipal Airport in a manner consistent with applicable federal obligations.

The scope of our assignment will include the following:

- Physical inspection of the subject properties;
- Determine the following uses for Hangar L-1 (aeronautical and non-aeronautical-office/storage), Hangar L-2 (aeronautical), Hangar L-3 (aeronautical and non-aeronautical-storage), and Hangar L-4 (aeronautical)
- Determination of the market area pertinent to the subject properties;

Print | Close Window

Subject:

From: Michael Renfrow < MRenfrow@ci.oakdale.ca.us>

Date:

To: "david@cogdillandassociates.com" <david@cogdillandassociates.com>

Attach: image001.png

OAKDALE AIRPORT-BUILDING LEASE-L-1.pdf
OAKDALE AIRPORT-BUILDING LEASE-L-2.pdf
OAKDALE AIRPORT-BUILDING LEASE-L-3.pdf
OAKDALE AIRPORT-BUILDING LEASE-L-4.pdf

David, regarding a proposal to appraise four (4) buildings at the City of Oakdale Municipal Airport. Below I have some data on each of the buildings and their uses. Attached I have exhibits that show the lands that, in addition to the buildings, are part of the lease hold. A site visit maybe required for you to give us the proposal so please let me know when you want to go and I will be happy to coordinate the visit and escort you.

(L-1) Two Story 6000 sq. ft. maintenance hangar with 3000 sq. ft. office space and hangar door.

Principle Base of Operations

Maintenance Control Center

Operations Control Center

Routine and non-routine inspections

Flight Following

Flight Scheduling

Air Carrier Administration

Location of Maintenance and Pilot Logs

Aircraft Parts tagged: OH, Repairable, or BER to maintain fleet

Director of Operations -training new and recurrent pilots

Director of Maintenance -training new and recurrent mechanics

Administration of Aircraft Sales

Administration of Aircraft Leasing

Housing of Maintenance Manuals, Federal Aviation Airworthiness Directives, Aircraft Service Bulletins, Training manuals

(L-2) 6,000 sq. ft. maintenance hangar with 2000 sq. ft. office space and a $60' \times 14'$ door.

Pilot flight and ground training

Maintenance Classes -on aircraft maintenance training

Routine and non-routine inspections

Director of Operations -inspects Aircraft

Director of Maintenance -Reviews Aircraft Records -Conducts conformity inspections - maintenance checks with FAA

(L-3) 1,400 sq. ft. shop hangar with a 40' \times 12' door.

Housing of Miscellaneous building maintenance tools and equipment

(L-4) 5400 sq. ft. maintenance hangar with 88' \times 16' door.

Aircraft storage

Michael Renfrow

Michael Renfrow
Senior Engineering Technician
City of Oakdale, Engineering Division
455 South Hith Avenue
Oakdale, CA 95361
Office - (209) 845-3600
Direct - (209) 845-3640
Cell - (209) 840-1934
Email:mrenfrow@cl.oakdale.ca.us

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DRAWN BY: MVR

DATE: 09-18-2014

DRAWING:

EXHIBIT-B

OAKDALE MUNICIPAL AIRPORT HANGER L-2

CITY OF OAKDALE



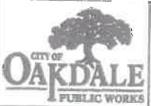


DRAWN BY: MVR DATE: 09-18-2014 DRAWING:

EXHIBIT-C

OAKDALE MUNICIPAL AIRPORT HANGER L-3

CITY OF OAKDALE





DRAWN BY:

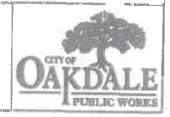
DATE; 07-20-2015

DRAWING:

EXHIBIT-D

OAKDALE MUNICIPAL AIRPORT HANGER L-4

CITY OF OAKDALE





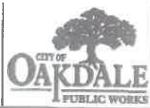
DRAWN BY: MVR DATE: 09-18-2014

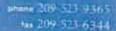
DRAWING:

EXHIBIT-A

OAKDALE MUNICIPAL AIRPORT HANGER L-1

CITY OF OAKDALE







APPRAISAL QUALIFICATIONS David E. Cogdill, Jr.

EDUCATION

California State University, Stanislaus - Bachelor of Arts Degree Modesto Junior College - Associate in Arts Degree

PROFESSIONAL COURSES

Courses Completed and Passed, 1989 to Present:

American	Enstitute	of	Real	Estate	Appraisers:
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Course 8-1: Real Estate Appraisal Principles, June, 1990
Course 310: Appraisal Procedures, March, 1996
Course 320: General Applications, June, 1997

Course 410: Standards of Professional Practice (USPAP), October, 1995
Course 420: Standards of Professional Practice (Part B), October, 1995
Course 430: Standards of Professional Practice (Part C), March, 2001

Course 510: Advanced Income Capitalization, October, 1998
Course 520: Highest and Best Use and Market Analysis, March, 1998
Advanced Sales Comparison and Cost Approach, June, 1999

Course 540: Report Writing and Valuation Analysis, October, 2003
Course 550: Advanced Applications (Case Studies), November, 2003

USPAP: Update Seminar, March 2014

Course 710: Condemnation Appraising: Principles and Applications, June, 2000

UASFLA: Uniform Appraisal Standards for Federal Land Acquisitions, October, 2014

American Society of Form Managers and Rural Appraisers:

Fractional Interest Valuation, February, 1998

Modesto Junior College:

Real Estate Residential Appraisal, Modesto Junior College, 1989

EXPERIENCE

October I, 2013 to Present: President of Cogdill & Associates, Inc., Real Estate Appraisers/Consultants
January 1, 2007 to September 31, 2013: President of Cogdill & Giomi, Inc., Real Estate Appraisers
June 1995 to Desember 2006: Associate Appraiser, Cogdill & Giomi, Real Estate Appraisers
May 1989 to May 1995: Researcher, Cogdill & Giomi, Real Estate Appraisers

I have completed appraisals for Caltrans, City of Modesto, City of Oakdale, City of Turlock, City of Manteca, City of Ripon, Stanislaus County, San Joaquin County, Modesto Irrigation District, Wells Fargo Bank, Bank of the West, West America Bank, Bank of Stockton, Modesto Commerce Bank, U.S. Bank, Bank of Agriculture and Commerce, County Bank, Farmers & Merchants Bank, Central Valley Community Bank, and various other real estate developers, individuals, accountants and attorneys.

Appraisals have covered the area of residential, commercial, industrial, agricultural, recreational and special use properties.

In addition to my 18 years of real estate appraisal experience, I served two years on the City of Modesto Planning Commission and Board of Zoning Adjustment and in November of 2011 I was elected to the Modesto City Council.

Qualified as expert witness in various hearings, Municipal Court and Superior Court, State of California

CERTIFICATION

Certified General Real Estate Appraiser by the State of California, AG025634, dated September 30, 1998 Real Estate Broker License issued by Department of Real Estate, State of California, dated July 16, 1999

PROFESSIONAL AFFILIATION & MEMBERSHIPS

Associate Member of Appraisal Institute
Central Valley Association of Realtors
Modesto Chamber of Commerce
Modesto Rotary Club
City of Modesto Planning Commissioner 2004 - 2006
City of Modesto Charter Review Committee 2006 - Present
Elected to the Modesto City Council 2011- (Vice Mayor 2012-)



APPRAISAL QUALIFICATIONS James A. Cogdill, SRA

PROFESSIONAL EDUCATION

College Courses Passed:

Real Estate Principles, Valley College, San Bernardino, CA 1979 Residential Appraisal, Valley College, San Bernardino, CA 1979 Appraisal Institute Courses:

Popram.	Darke
7-Hour National USPAP Update Course	12/6/2013
Business Practices & Ethics	12/3/2013
2013 Annual Fail Conference	10/29/2013
Advanced Internet Search Strategies	11/1/2012
Analyzing Operating Expanses	12/1/2012
General Appraiser Market Analysis and Highest &	12/13-16/2010
7-Hour National USPAP Update Course	09/30/2010
Online Business Practices and Ethics	10/15-11/14/2008
Advanced Sales Comparison & Cost	G3/11-17/2008
Approaches	and we walked
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Valuation Modeling
Appraising the Tough Ones 02/09/2007
Report Writing and Valuation Analysis 10/27-11/01/2003
USPAP Update 2003 - Standards and 10/16/2003

Standards of Professional Practice, Part B

Standards of Professional Practice, Part A (USPAP)

Appraising 140-4 Family Income Prop.

Valuation of Distrimental Conditions

Appraisal Procedures

Valuation of Detrimental Conditions

Appraisal Procedures

O9/20/1993

Case Studies in R.E. Valuation

C6/09-15/1991

Cap Theory & Tech, Part B

Cap Theory & Tech, Part A

C8/10-15/1987

Standards of Professional Practice

R.E. Appraisal Principles

C1/25-03/02/1986

Residental Valuation

EXPERIENCE

Residential and commercial real estate appraiser with the firm of Cogdill & Giomi, Inc. beginning January, 1984, specializing in subdivision, apartment, and light industrial property valuation. Owner, partner and CEO of Cogdill & Giomi, Inc., from January 2007, to September 2013. Cogdill & Giomi, Inc. became Cogdill & Associates, Inc. in October 2013.

CERTIFICATION

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PROFESSIONAL AFFILIATION

Awarded SRA designation by Appraisal Institute in December, 1993.

Currently up to date in Appraisal Institute and State of California Continuing Education Requirements

04/07/1984

COMPARABLE HANGAR SPACE RENT PHOTOS



Comparable No. 1 – 6580 Lindbergh Street, Stockton



Comparable No. 2 – 7535 Lindberg Street # 1794, Stockton



Comparable No. 3/4 – 2050 E. Sikorsky Street, Storckton



Comparable No. 5 – 6800 Lindbergh Street, Stockton



Comparable No. 6 – 700 Tioga Avenue # 27, Modesto



Comparable No. 7 – 700 Tioga Ave. # 33, Modesto

Photo Unavailable

Comparable No. 8 – Hangar # 152, Livermore



Comparable No. 1-7190 C.E. Dixon Street, Stockton



Comparable No. 2 – 1878 Industrial Drive, Stockton



Comparable No. 3 – 4092 Metro Drive, Stockton



Comparable No. 4 – 2001 Arch-Airport Road, Stockton



Comparable No. 5 – 5160 Penecost Drive, Modesto



Comparable No. 6 – 4459 Spyres Way, Modesto



Comparable No. 7 – 667 Hi-Tech Parkway, Oakdale



Comparable No. L-8 – 1872 Ackley Circle, Oakdale



Comparable No. L-9 – 154 Hawk Drive, Merced



Comparable No. L-10 - 675 Janopaul Lane, Modesto

STATEMENT OF QUALIFICATION DAVID E. COGDILL, JR.

phone 209-523-9365 fax 209-523-6344



APPRAISAL QUALIFICATIONS David E. Cogdill, Jr.

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Timerican Institute of Real Estate Appliatsers.			
Course 8-1:	Real Estate Appraisal Principles, June, 1990		
Course 120:	Appraisal Procedures, March, 1996		
Course 310:	Basic Income Capitalization, August, 1996		
Course 320:	General Applications, June, 1997		
Course 410:	Standards of Professional Practice (USPAP), October, 1995		
Course 420:	Standards of Professional Practice (Part B), October, 1995		
Course 430:	Standards of Professional Practice (Part C), March, 2001		
Course 510:	Advanced Income Capitalization, October, 1998		
Course 520:	Highest and Best Use and Market Analysis, March, 1998		
Course 530:	Advanced Sales Comparison and Cost Approach, June, 1999		
Course 540:	Report Writing and Valuation Analysis, October, 2003		
Course 550:	Advanced Applications (Case Studies), November, 2003		
USPAP:	Update Seminar, March 2014		
Course 710:	Condemnation Appraising: Principles and Applications, June, 2000		
UASFLA:	Uniform Appraisal Standards for Federal Land Acquisitions, October, 2014		

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Modesto Chamber of Commerce
Modesto Rotary Club
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City of Modesto Charter Review Committee 2006 - Present
Elected to the Modesto City Council 2011- (Vice Mayor 2012-)

STATEMENT OF QUALIFICATION JAMES A.COGDILL



APPRAISAL QUALIFICATIONS James A. Cogdill, SRA

PROFESSIONAL EDUCATION

College Courses Passed:

Real Estate Principles, Valley College, San Bernardino, CA 1979 Residential Appraisal, Valley College, San Bernardino, CA 1979 Appraisal Institute Courses:

<u>Program</u>	<u>Date</u>
7-Hour National USPAP Update Course	12/6/2013
Business Practices & Ethics	12/3/2013
2013 Annual Fall Conference	10/29/2013
Advanced Internet Search Strategles	11/1/2012
Analyzing Operating Expenses	12/1/2012
General Appraiser Market Analysis and Highest & Best Use	12/13-16/2010
7-Hour National USPAP Update Course	09/30/2010
Online Business Practices and Ethics	10/15-11/14/2008
Advanced Sales Comparison & Cost	09/11-17/2008
Approaches	
Real Estate Finance Statistics and	03113-14/2008
Valuation Modeling	
Appraising the Tough Ones	02/09/2007
Report Writing and Valuation Analysis	10/27-11/01/2003
USPAP Update 2003 - Standards and	10/16/2003
Ethics for Professionals	
Standards of Professional Practice, Part B	04/09/1999
Standards of Professional Practice, Part A (USPAP)	04/07-08/1999
Appraising 140-4 Family Income Prop.	09/19/1998
Valuation of Detrimental Conditions	02/27/1998
Appraisal Procedures	09/20/1993
Case Studies In R.E. Valuation	06/09-15/1991
Cap Theory & Tech, Part B	09/24/1988
Cap Theory & Tech, Part A	08/10-15/1987
Standards of Professional Practice	09/15/1986
R.E. Appraisal Principles	01/26-03/02/1986
Residential Valuation	04/07/1984

EXPERIENCE

Residential and commercial real estate appraiser with the firm of Cogdill & Giomi, Inc. beginning January, 1984, specializing in subdivision, apartment, and light industrial property valuation. Owner, partner and CEO of Cogdill & Giomi, Inc., from January 2007, to September 2013. Cogdill & Giomi, Inc. became Cogdill & Associates, Inc. in October 2013.

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PROFESSIONAL AFFILIATION

Awarded SRA designation by Appraisal Institute in December, 1993. Currently up to date in Appraisal Institute and State of California Continuing Education Requirements Western-Pacific Division
San Francisco Airports District Office

1000 Marina Boulevard, Suite 220 Brisbane, California 94005-1835

April 14, 2016

Bryan Whitemyer City Manager City of Oakdale 455 S. Fifth Avenue Oakdale, CA 95361

Oakdale Municipal Airport Close Out of Part 13 Informal Determination

Dear Mr. Whitemyer:

We are responding to your August 25, 2015 letter that the City of Oakdale (City) used to reply to the Federal Aviation Administration (FAA) San Francisco Airports District Office (ADO) regarding an informal complaint filed under Title 14 Code of Federal Regulations Part 13. We are acknowledging the corrective actions the City undertook in response to the ADO's July 2015 review.

The City described the following corrective actions:

- 1. The City has worked with Sierra West Airlines to remove any forklifts, tractor trucks, and conex storage boxes on the apron area adjacent to Hangar L3.
- 2. The City obtained an appraisal so appropriate market rates can be charged to tenants, with regard to the aeronautical and non-aeronautical uses of airport facilities.
- 3. The City developed a \$10,000 pavement improvement project in 2015 and paved the area at the gated area entrance to the Oakdale Municipal Airport in the Fall of 2015. Going forward, the City has scheduled yearly enterprise account funded paving projects.

The City reported that it obtained an appraisal to determine the value of airport facilities and will use the appraisal results to set airport rental rates.

Based on our assessment, we have concluded that Sierra West Airlines is actually a commercial aeronautical business that utilized three airport hangars (L1, L2, and L3), the latter being used to store non-aviation related supplies on a short-term basis. The rental rate applicable to Sierra West Airlines on the use of Hangar L3 complied with the Grant Assurance 24, *Fee and Rental Structure*, to make the airport as self-sustainable as possible. Sierra West Airlines being an aeronautical business; the City complied with Grant Assurance 22, *Economic Nondiscrimination*. As a result, there was no violation of the relevant Grant Assurances.

The City recently disclosed that a new tenant is scheduled to take over Hangar L3 from Sierra West Airlines for aircraft storage. This represents an appropriate aeronautical activity.

In conclusion, the FAA evaluated the allegations in the original complaint. All did not represent non-compliant acts or omissions by the City. Where compliance problems existed, the City has taken appropriate action to resolve the shortcoming identified by the FAA. Therefore, the City is presently complying with the Grant Assurances.

If you have any questions, please feel free to contact me at (650) 827-7629 or email robert.y.lee@faa.gov.

Sincerely,

Robert Lee

Airports Compliance Specialist

Rabert Lee

Cc: William L. Bradford, Jr.

Justin Barnes, Manager, Sierra West Airlines

Anthony Garcia, AWP-620