



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

CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, April 20, 2020

7:00 PM

City Council Chambers

NOTICE

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

THIS MEETING WILL BE HELD VIA TELECONFERENCE AND WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCING AT <https://us02web.zoom.us/j/83993492414?pwd=dFhOR3dtWHRKNIBIZ1NjbE5PUUkxdz09> AND VIA TELECONFERENCE BY CALLING (888)788-0099, MEETING ID: 839 9349 2414 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT. THIS MEETING WILL BE TELEVISED ON COMCAST CHANNEL 7 AND AVAILABLE FOR PUBLIC VIEWING ON LIVESTREAM <https://livestream.com/cityofoakdale>.

Welcome to your City of Oakdale City Council regular meeting.

Your City Council are:

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

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

- 1. Call to Order – 7:00 p.m.**
- 2. City Council Members Present/Absent**
- 3. Pledge of Allegiance**
- 4. Invocation Provided by Pastor Ryan Poling of The River Christian Community.**
- 5. Presentations/Acknowledgements**
 - 5.1: [Proclamation Declaring April 19, 2020 – April 25, 2020 National Library Week.](#)



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Next City Council Resolution: 2020-031

Next Ordinance: 1272

- 5.2: [Proclamation Declaring April 19, 2020 – April 25, 2020 National Volunteer Week: Animal Shelter to Riverbank and Oakdale \(ASTRO\)](#)
[Oakdale Shelter Pet Alliance \(OSPA\)](#)
[Oakdale Senior Center Volunteers](#)
[Oakdale Citizens Volunteer In City Services \(CIVICS\)](#)
[Citizen Auxiliary Police Services \(CAPS\)](#)

6. Additions/Deletions

7. Public Comments

All members of the public will be given the same five-minute time allotment for comments as normally allowed for meetings subject to the provisions of Executive Order N-29-20, although this time limit may be modified based on the number of people who indicate their desire to address the Council. California law prohibits the City Council from taking action on any item not appearing on the posted agenda except that Council may refer the matter to staff for follow-up or request it be placed on a future agenda.

8. Appointment to Boards and Commissions

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.9. 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 6, 2020.](#)
- 9.2: [Receive and File the Warrant List for the Period March 26, 2020 through April 10, 2020.](#)
- 9.3: [By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.](#)
- 9.4: [Accept by Minute Order, the March 2020 Treasurer's Report.](#)
- 9.5: [Rejection by Minute Order, Claim for Damages submitted by Beverly Reikko.](#)
- 9.6: [Adopt City Council Resolution 2020-___ and 2020-___, Resolutions of the City of Oakdale City Council Approving Two \(2\) Grant Deed Actions to Grant City Property from the City of Oakdale to the City of Oakdale for Right of Way Purposes and to Grant City Property to Crane Road Properties LLC for Street and Landscaping Improvements.](#)
- 9.7: [Adopt City Council Resolution 2020-___ a Resolution of the City of Oakdale City Council Authorizing the City Manager to Execute a Subdivision Improvement Agreement \(SIA\) for the Villa Loma Subdivision and Authorizing the City Clerk to File the SIA and Final Subdivision Map with the County Clerk Recorder's Office.](#)
- 9.8: [Adopt City Council Resolution 2020-___ a Resolution of the City of Oakdale City Council Accepting the Airport Runway and Taxiway Pavement Preservation Construction Project Improvements in the Amount of \\$1,211,703.69 and Authorize the Filing of a Notice of Completion.](#)



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- 9.9: Adopt City Council Resolution 2020-___, a Resolution of the City of Oakdale City Council Authorizing the City Manager to Execute a Subdivision Improvement Agreement for the ICON at Greenwave Court Subdivision and Authorizing the City Clerk to File the SIA and Final Subdivision Map with the County Clerk Recorder's Office.

10. Public Hearings

- 10.1: Public Hearing to Consider Establishment of Reimbursement and Infrastructure Fees Related to the East F Street Corridor Specific Plan (Public Hearing Notice published in the Oakdale Leader on April 8, 2020 and April 15, 2020)

Recommended Action:

- 1) Introduce for First Reading and Introduction Ordinance 2020-___ Establishing the EFCSP Reimbursement Fee.
- 2) Introduce for First Reading and Introduction Ordinance 2020-___ Establishing the EFCSP Infrastructure Fee.

11. Staff Reports

- 11.1: Consider a Resolution Approving the Designation of Authorized Agents to File Related Documents with the California Governor's Office of Emergency Services to Seek Reimbursement for the COVID-19 Pandemic.

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Approving the Designation of Authorized Agents to File Related Documents with the California Governor's Office of Emergency Services to Seek Reimbursement for the COVID-19 Pandemic.

- 11.2: Consider a Resolution Adopting a list of projects for Fiscal Year 2020-21 to be funded by SB 1 Road Repair and Accountability Act of 2017.

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Adopting a list of projects for Fiscal Year 2020-21 to be Funded by SB 1 Road Repair and Accountability Act of 2017.

- 11.3: Consider a Resolution Authorizing the City Manager to Award and Execute a Contract with Don's Mobile Glass in the Amount of \$13,318.00 for Replacement of Front Doors to the Gladys Lemmons Senior Center, Appropriating the Facility Maintenance Funds (540).

Recommended Action: Adopt City of Oakdale City Council Resolution 2020-___, a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to Award and Execute a Contract with Don's Mobile Glass in the Amount of \$13,318.00 for Replacement Front Doors to the Gladys Lemmons Senior Center, Appropriating the Facility Maintenance Funds (540).



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12. City Manager's Report

12.1: [April 2020 Department Reports.](#)

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

13. City Council Items

14. Adjournment

The next regular meeting of the Oakdale City Council will be held Monday, April 20, 2020 at 7:00 p.m. in the City Council Chamber.

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

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

DECLARATION OF POSTING

I, Julie Christel, Council Services and Legislative Records Manager/Deputy City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, April 20, 2020, at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Thursday, April 16, 2020.

Dated: April 16, 2020.

/s/ Julie Christel

Julie Christel

Council Services and Legislative Records Manager
Deputy City Clerk

DECLARING NATIONAL LIBRARY WEEK
April 19 – 25, 2020

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

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

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

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

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

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

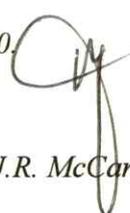
WHEREAS, *libraries partner with parents and caregivers to empower children to enter Kindergarten with the knowledge and skills necessary for success in school and beyond; and,*

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

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

NOW, THEREFORE, I, J.R. McCarty, Mayor of the City of Oakdale do hereby proclaim April 19 – 25, 2020, **National Library Week** and urge everyone to visit their local library to take advantage of the wonderful resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.

IN WITNESS WHEREOF, I have set my hand this 20th day of April 2020.


J.R. McCarty, Mayor

***Recognizing National Volunteer Week
April 19 - 25, 2020***

Animal Shelter to Riverbank and Oakdale (ASTRO)

WHEREAS, volunteering of an individual's time and resources is an essential part of the Oakdale spirit; and,

WHEREAS, it is even more in evidence that Oakdale's greatest natural resource is its people; and,

WHEREAS, volunteers show every day through their actions that they truly care about their communities and the people who live in them; and,

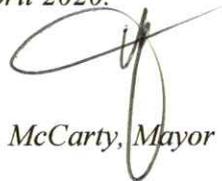
WHEREAS, the voluntary sector is increasingly recognized as the third partner with government and business in building strong communities; and,

WHEREAS, we continue to rely on the efforts of volunteers to enrich our community and our City.

THEREFORE, let us honor and thank those volunteers in our community who share their time, energy, knowledge, and abilities to sustain the Oakdale spirit by committing themselves to address the needs of their communities through voluntary action.

NOW, THEREFORE I, J.R. McCarty, Mayor of the City of Oakdale do hereby proclaim April 19 - 25, 2020, National Volunteer Week in the City of Oakdale and urge our citizens to honor and thank those volunteers in our community who share their time, energy, knowledge, and abilities and call upon all citizens to help to renew and sustain the Oakdale spirit by committing themselves to address the needs of their community through voluntary action.

IN WITNESS WHEREOF, I have set my hand this 20th day of April 2020.


J.R. McCarty, Mayor

***Recognizing National Volunteer Week
April 19 - 25, 2020
Oakdale Shelter Pet Alliance (OSPA)***

WHEREAS, volunteering of an individual's time and resources is an essential part of the Oakdale spirit; and,

WHEREAS, it is even more in evidence that Oakdale's greatest natural resource is its people; and,

WHEREAS, volunteers show every day through their actions that they truly care about their communities and the people who live in them; and,

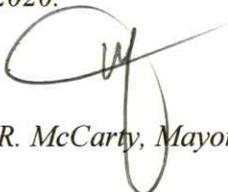
WHEREAS, the voluntary sector is increasingly recognized as the third partner with government and business in building strong communities; and,

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NOW, THEREFORE I, J.R. McCarty, Mayor of the City of Oakdale do hereby proclaim April 19 - 25, 2020, ***National Volunteer Week*** in the City of Oakdale and urge our citizens to honor and thank those volunteers in our community who share their time, energy, knowledge, and abilities and call upon all citizens to help to renew and sustain the Oakdale spirit by committing themselves to address the needs of their community through voluntary action.

IN WITNESS WHEREOF, I have set my hand this 20th day of April 2020.


J.R. McCarty, Mayor

***Recognizing National Volunteer Week
April 19 - 25, 2020
Oakdale Senior Center Volunteers***

WHEREAS, volunteering of an individual's time and resources is an essential part of the Oakdale spirit; and,

WHEREAS, it is even more in evidence that Oakdale's greatest natural resource is its people; and,

WHEREAS, volunteers show every day through their actions that they truly care about their communities and the people who live in them; and,

WHEREAS, the voluntary sector is increasingly recognized as the third partner with government and business in building strong communities; and,

WHEREAS, we continue to rely on the efforts of volunteers to enrich our community and our City.

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J.R. McCarty, Mayor

***Recognizing National Volunteer Week
April 19 - 25, 2020***

Oakdale Citizens Volunteer In City Services (CIVICS)

WHEREAS, volunteering of an individual's time and resources is an essential part of the Oakdale spirit; and,

WHEREAS, it is even more in evidence that Oakdale's greatest natural resource is its people; and,

WHEREAS, volunteers show every day through their actions that they truly care about their communities and the people who live in them; and,

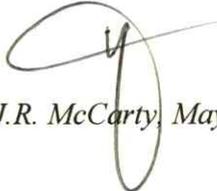
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J.R. McCarty, Mayor

***Recognizing National Volunteer Week
April 19 - 25, 2020
Citizen Auxiliary Police Services (CAPS)***

WHEREAS, volunteering of an individual's time and resources is an essential part of the Oakdale spirit; and,

WHEREAS, it is even more in evidence that Oakdale's greatest natural resource is its people; and,

WHEREAS, volunteers show every day through their actions that they truly care about their communities and the people who live in them; and,

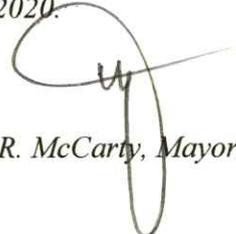
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IN WITNESS WHEREOF, I have set my hand this 20th day of April 2020.


J.R. McCarty, Mayor



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

CITY OF OAKDALE CITY COUNCIL REGULAR MEETING MINUTES

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, April 6, 2020

7:00 PM

City Council Chambers

1. CALL TO ORDER:

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

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

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

This meeting will be held via teleconference and will not be physically open to the public. All members of the public may participate in the meeting via teleconferencing at <https://us04web.zoom.us/j/697152105> and via teleconference by calling (888)788-0099, meeting id: 697 152 105 and will be given the opportunity to provide public comment. This meeting will be televised on comcast channel 7 and available for public viewing on Oakdale's Livestream channel, <https://livestream.com/cityfoakdale>.

Mayor McCarty asked to take roll call to make sure all Council Members were in attendance. Council Services Manager Christel conducted roll call with Council Member Bairos, Council Member Smith, Council Member Chiara and Mayor McCarty responding they were present. Council Member Murdoch did not respond and was marked absent from the meeting.

2. COUNCIL/AGENCY MEMBERS PRESENT/ABSENT:

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

Staff Present: City Manager Whitemyer
City Attorney Hallinan
City Attorney Nubia Goldstein
Police Chief Heller
Finance Director Avila
Public Services Director Gravel
Public Works Superintendent Bridgewater
Council Services Manager Christel

Absent: Mayor Pro Tem Member Murdoch

3. PLEDGE OF ALLEGIANCE

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

"Cowboy Capital of the World"



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Next Ordinance: 1272

4. INVOCATION

Pastor Kent Roberts of The River Christian Community provided the invocation.

5. PRESENTATION AND ACKNOWLEDGEMENTS

Mayor McCarty announced two proclamations; the first, declaring April 12-18, 2020 National Animal Care & Control Appreciation Week and the second, declaring April 12-18, 2020 National Public Safety Telecommunicators Week. He thanked everyone who worked in those fields.

6. ADDITIONS/DELETIONS

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

7. PUBLIC COMMENTS

Public Comment opened at 7:06 p.m.

Nubia Goldstein, from Churchwell White, announced that other than City Council Members, City Attorneys and City staff, no members of the public were present in the Zoom meeting.

Public Comment closed at 7:07 p.m.

8. APPOINTMENT TO BOARDS AND COMMISSIONS

8.1: Consider Appointment of Ezra Ivey, Tyler Richardson, and Brian Heron as Commissioners to the Planning Commission, Reappointment of Lupe Aguilera, Loren Lester and Nancy Smith as Committee Members to the Senior Citizen Advisory Committee, Reappointment of Cecilia Suarez as Committee Member to the Residents Oversight (Measure H) Committee, and Reappointment of Has Panchel to the Tourism Business Improvement District Advisory Board.

Mayor McCarty read the list of names who applied for appointment or reappointment to City Committees, Boards, and Commissions and requested a motion be made for this item.

MOTION

Approval By Minute Order, to Appoint Ezra Ivey, Tyler Richardson, and Brian Heron as Commissioners to the Planning Commission, Reappoint Lupe Aguilera, Loren Lester and Nancy Smith as Committee Members to the Senior Citizen Advisory Committee, Reappoint Cecilia Suarez as Committee Member to the Residents Oversight (Measure H) Committee, and Reappoint Has Panchel to the Tourism Business Improvement District Advisory Board.



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Moved by Council Member Bairos and seconded by Council Member Chiara and PASSED AND ADOPTED this 6th day of April, 2020, by the following vote:

AYES:	COUNCIL MEMBERS: Bairos, Chiara, and McCarty	(3)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: Murdoch, Smith	(2)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 3/2 by City Council roll call vote.

Due to technical difficulties, Council Member Smith did not vote on this item.

9. CITY COUNCIL CONSENT AGENDA

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

The consent agenda is comprised of Items 9.1 through 9.7. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

- 9.1: Approve the Regular City Council Meeting Minutes of March 16, 2020.
- 9.2: Receive and File the Warrant List for the Period March 05, 2020 through March 25, 2020.
- 9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.
- 9.4: Adopt City of Oakdale City Council Resolution 2020-028 Authorizing the City Manager to Enter into a Three (3) Year Agreement with Two, One-Year Extensions with Clark Pest Control for Weed Abatement Services for the City of Oakdale.
- 9.5: Rejection by Minute Order, Claim for Damages submitted by Ron Bordona of Bordona's Furniture and Appliance.
- 9.6: Adopt City of Oakdale City Council Resolution 2020-029 Accepting the South 5th Avenue Utility and Surface Improvement Project and Authorizing the Filing of a Notice of Completion.
- 9.7: Adopt City of Oakdale City Council Resolution 2020-030 Accepting the Oakdale Irrigation District, District No. 41 – Tioga Avenue Project Improvements and Authorizing the Filing of a Notice of Completion.

Mayor McCarty requested a motion be made for this item.



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MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.7 for April 6, 2020.

Moved by Council Member Chiara and seconded by Council Member Bairos and PASSED AND ADOPTED this 6th day of April, 2020, by the following vote:

AYES:	COUNCIL MEMBERS: Chiara, Bairos, and McCarty	(3)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: Murdoch, Smith	(2)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 3/2 by City Council roll call vote.

Due to technical difficulties, Council Member Smith did not vote on this item.

10. PUBLIC HEARINGS

None Scheduled.

11. STAFF REPORTS

11.1: Consider Approving an Urgency Ordinance of the City Council of the City Of Oakdale: (1) Adopting the Stanislaus County Public Health Officer’s March 31, 2020 Order Directing All Individuals Living in the County to stay at their Place Of Residence; (2) Adopting the Governor’s Executive Order N-33-20, Directing All Individuals Living in the State to stay at their Place Of Residence; (3) Adopting Any Subsequent Orders that the Stanislaus County Public Health Officer or any Official of the State Of California may issue to Limit the Spread Of COVID-19 During the Duration of the COVID-19 State of Emergency; And (4) Ordering All Individuals In the City Of Oakdale to stay at their Place Of Residence and Setting Forth Enforcement Rules.

City Attorney Hallinan provided a staff report recommending the approval of an Urgency Ordinance that would adopt the following:

- 1) The Stanislaus County Public Health Officer’s March 31, 2020 Order directing all individuals living in the County to stay at their place of residence;
- 2) California Governor Gavin Newsom’s Executive Order N-33-20, directing all individuals living in the state to stay at their place of residence;
- 3) Any subsequent Orders that the Stanislaus County Public Health Officer or any Official of the State of California may issue to limit the spread of COVID-19 during the duration of the COVID-19 state of emergency;
- 4) Ordering all individuals in the city of Oakdale to stay at their place of residence and setting forth enforcement rules.



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There was discussion regarding the removal of language in Section 3 and Section 4 and clarification of language in the Stanislaus County Health Officer's Directive regarding use of park equipment.

Mayor McCarty opened the item for public comment.

City Attorney Goldstein stated one person was calling in for public comment, last four digits of the phone number 7074, however the caller did not respond. City Manager Whitemyer repeated the phone number and meeting ID code for members of the public. City Attorney Goldstein also reminded those who may be viewing how to use the raise hand function.

Public comment was received from Lloyd Kjos, resident of Oakdale, who had questions regarding public events such as National Night Out, curb paintings, etc. and whether they were going to be cancelled or postponed. He also asked where to report businesses where people are congregating inside. City Manager Whitemyer responded to Mr. Kjos' question regarding public events and Chief Heller provided the email address to report non-essential businesses not complying with the stay-at-home order: HAS-COVID-19info@schsa.org.

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

MOTION

Adopt Ordinance 1271, an Urgency Ordinance of the City Council of the City of Oakdale (1) Adopting the Stanislaus County Public Health Officer's March 31, 2020 Order directing all individuals living in the County to stay at their place of residence; (2) Adopting the Governor's Executive Order N-33-20, directing all individuals living in the state to stay at their place of residence and (3) Ordering all individuals in the City of Oakdale to stay at their place of residence and setting forth enforcement rules.

Moved by Council Member Smith and seconded by Mayor McCarty and PASSED AND ADOPTED this 6th day of April, 2020, by the following vote:

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

Motion carried 4/1 by City Council roll call vote.

12. CITY MANAGERS REPORT

12.1: Update on COVID-19 Response in Oakdale

City Manager Whitemyer provided a brief PowerPoint Presentation on updates regarding the COVID-19 response in Oakdale. He provided a timeline of events and



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listed phone numbers and websites where the public can find COVID-19 information. He briefly discussed current positive cases within the county and testing totals and also talked about the Emergency Operations Center (EOC) that is running 24/7 during this time.

Mayor McCarty stated that he and City Manager Whitemyer are in constant contact with County, State and Federal officials and that they are working the best they can throughout this process. Mayor McCarty thanked City Manager Whitemyer and staff for all their hard work and also thanked the residents of Oakdale for doing such a great job in slowing the spread of this virus.

Council Member Smith asked a question about additional restrictions or standards at the senior housing complexes. City Manager Whitemyer responded to his question.

Mayor McCarty opened the item to public comment.

City Attorney Goldstein announced that Mike Hancock was presented in the Zoom meeting and called on him to provide his comments, however, there was no response.

With no further public comment, Mayor McCarty moved on to the next item on the agenda.

12.2: Small Business Presentation – Churchwell White

Joan Aguilar, from Churchwell White, provided a PowerPoint presentation on Small Business Resources. She discussed key small businesses statistics, special tax relief and funding options currently available to small businesses, and helpful websites for current updates on COVID-19.

Mayor McCarty thanked Ms. Aguilar for her presentation.

City Attorney Goldstein stated that Mike Hancock was able to email his comment to Council Services Manager Christel who then forwarded it to her to read aloud. Mr. Hancock's comment was, "I was trying to say that citizens can also call the Service Request Hotline to report businesses that are not complying with the closure order and the phone number for that is 209-840-6111 and Carrie is aware and told the volunteers exactly how to process these calls."

13. CITY COUNCIL ITEMS

Council Member Smith wanted to tell the residents of Oakdale thank you for being considerate and polite to each other in the stores. He appreciates everyone's cooperation.

Mayor McCarty thanked Public Works for all their hard work during the storm and bad weather. He also thanked the citizens of Oakdale and reminded everyone to get their information from reliable sources. He appreciates the feedback.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING MINUTES
Monday, April 6, 2020**

Next City Council Resolution: 2020-031

Next Ordinance: 1272

14. ADJOURNMENT

There being no further business, Mayor McCarty adjourned the meeting at 8:20 p.m.

ATTEST:

APPROVED:

Julie Christel
Council Services and Legislative
Records Manager

J.R. McCarty
Mayor

WARRANT LIST

By Vendor Name

Payment Dates 03/26/2020 - 04/10/2020



City of Oakdale, CA

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 5555555 - *						
03/24/2020	MENDES, ANTHONY	MENDES, ANTHONY	145603	110-4140-427006	PURCHASE REIMBURSEMENT	51.75
03/24/2020	MENDES, ANTHONY	MENDES, ANTHONY	145603	286-6230-424007	PURCHASE REIMBURSEMENT	44.67
Vendor 5555555 - * Total:						96.42
Vendor: 7777777 - *						
03/17/2020	OAKDALE APOSTOLIC	OAKDALE APOSTOLIC	145588	117-204-0600	DEPOSIT REFUDN	600
03/18/2020	DODGE, ROXIE OR VICKI	DODGE, ROXIE OR VICKI	145596	117-204-0500	DEPOSIT REFUND	600
03/18/2020	DODGE, ROXIE OR VICKI	DODGE, ROXIE OR VICKI	145596	117-7440-350306	DEPOSIT REFUND	-300
03/18/2020	LIFE POINT CHURCH 3/28	LIFE POINT CHURCH	145594	117-204-0600	EVENT CALCELLATION	400
03/18/2020	LIFE POINT CHURCH 3/28	LIFE POINT CHURCH	145594	117-7440-350306	EVENT CALCELLATION	760
Vendor 7777777 - * Total:						2060
Vendor: 8888888 - *						
03/18/2020	KNIGHTS FERRY ELEM	KNIGHTS FERRY ELEM	145592	117-204-0500	DEPOSIT REFUND	400
03/18/2020	OHS LEADERSHIP CLASS	OHS LEADERSHIP CLASS	145601	117-7460-350305	CANCELLED EVENT	75
03/18/2020	YCCD 4/3/20	YCCD	145605	117-7460-350305	EVENT CANCELLATION	1290
Vendor 8888888 - * Total:						1765
Vendor: 9999999 - *						
03/12/2020	OAKDALE GOLF & COUNTRY C	OAKDALE GOLF & COUNTRY	145598	720-3110-425003	DEPOSIT REFUND	6938.1
03/12/2020	OAKDALE GOLF & COUNTRY C	OAKDALE GOLF & COUNTRY	145598	720-3110-425003	DEPOSIT REFUND	-4070
03/17/2020	STERLING, JON 3/17	STERLING, JON	145595	645-4160-416002	TRAINING	75
03/20/2020	FERNANDES AIR CONDITIONIN	FERNANDES AIR CONDITIONIN	145600	110-202-0100	BL OVER PAYMENT	159
03/20/2020	HAROLD W. THOMPSON, INC.	HAROLD W. THOMPSON	145604	110-202-0100	BL OVER PAYMENT	122
03/20/2020	MINNICK, MIKE R. ROOFING	MINNICK, MIKE R ROOFING	145599	110-202-0100	BL OVER PAYMENT	279
03/20/2020	PACIFIC EXCAVATION, INC.	PACIFIC EXCAVATION, INC.	145591	110-202-0100	BL OVER PAYMENT	119
03/20/2020	PINNACLE PIPELINE	PINNACLE PIPELINE	145602	110-202-0100	BL OVER PAYMENT	121
03/20/2020	RAY'S MASONRY	RAY'S MASONRY	145589	110-202-0100	BL OVER PAYMENT	119
03/20/2020	ROLFE CONSTRUCTION	ROLFE CONSTRUCTION	145597	110-202-0100	BL OVER PAYMENT	122
03/20/2020	SANNY BROS. INC.	SANNY BROS, INC.	145593	110-202-0100	BL OVER PAYMENT	119
03/20/2020	SOLAR ENERGY COLLECTIVE	SOLAR ENERGY COLLECTIVE	145590	110-202-0100	BL OVER PAYMENT	204.4
Vendor 9999999 - * Total:						4307.5
Vendor: 504 - ABS DIRECT, INC.						
03/11/2020	122581	ABS DIRECT, INC.	145606	110-1310-425003	BL RENEWAL	155.09
03/11/2020	122581	ABS DIRECT, INC.	145606	110-1310-429000	BL RENEWAL	150.6
Vendor 504 - ABS DIRECT, INC. Total:						305.69
Vendor: 01133 - ACCOUNTEMPS						
03/12/2020	55515589	ACCOUNTEMPS	145607	622-4153-410013	TEMP SERVICES	282.96
03/12/2020	55515589	ACCOUNTEMPS	145607	645-4161-410013	TEMP SERVICES	282.96
03/16/2020	55524438	ACCOUNTEMPS	145607	622-4153-410013	TEMP SERVICES	282.96
03/16/2020	55524438	ACCOUNTEMPS	145607	645-4161-410013	TEMP SERVICES	282.96
03/23/2020	55568472	ACCOUNTEMPS	145607	622-4153-410013	TEMP SERVICES	56.01
03/23/2020	55568472	ACCOUNTEMPS	145607	645-4161-410013	TEMP SERVICES	56
Vendor 01133 - ACCOUNTEMPS Total:						1243.85



City of Oakdale, CA

WARRANT LIST

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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 635 - AIMS						
03/19/2020	WALSH, M REIMB	AIMS	145608	110-2140-410000	OVERPAYMENT REIMBURSEM	1216.82
Vendor 635 - AIMS Total:						1216.82
Vendor: 01205 - ALLIED FLUID PRODUCTS CORP						
03/17/2020	INV34577	ALLIED FLUID PRODUCTS COR	145609	622-4151-424002	6 Inch Goodyear Versiflow 12"	7916.79
Vendor 01205 - ALLIED FLUID PRODUCTS CORP Total:						7916.79
Vendor: 1469 - ALPHA ANALYTICAL LABORATORIES INC.						
03/03/2020	0031733-SFL	ALPHA ANALYTICAL LABORATI	145610	622-4151-425003	ROUTINE TESTING	8833
03/04/2020	0031880-SFL	ALPHA ANALYTICAL LABORATI	145610	622-4151-425003	ROUTINE TESTING	41
03/11/2020	0032629-SFL	ALPHA ANALYTICAL LABORATI	145610	622-4151-425003	ROUTINE TESTING	223
03/13/2020	0032955-SFL	ALPHA ANALYTICAL LABORATI	145610	622-4151-425003	ROUTINE TESTING	845
03/16/2020	0033178-SFL	ALPHA ANALYTICAL LABORATI	145610	622-4151-425003	ROUTINE TESTING	291
03/16/2020	0033179-SFL	ALPHA ANALYTICAL LABORATI	145610	622-4151-425003	ROUTINE TESTING	41
Vendor 1469 - ALPHA ANALYTICAL LABORATORIES INC. Total:						10274
Vendor: 01143 - AMERICAN PAVEMENT SYSTEMS, INC.						
10/31/2019	1503 RET	AMERICAN PAVEMENT SYSTEI	145611	215-4149-442001	G STREET SLURRY SEAL	6047.5
10/31/2019	1504 RET	AMERICAN PAVEMENT SYSTEI	145611	215-4149-442001	J STREET SLURRY SEAL	3917.5
11/20/2019	1530 RET	AMERICAN PAVEMENT SYSTEI	145611	215-4149-442001	J STREET SLURRY SEAL	942.5
11/20/2019	1531 RET	AMERICAN PAVEMENT SYSTEI	145611	215-4149-442001	G STREET SLURRY SEAL	750
Vendor 01143 - AMERICAN PAVEMENT SYSTEMS, INC. Total:						11657.5
Vendor: 1578 - ANIMAL DAMAGE MANAGEMENT						
02/24/2020	2699C	ANIMAL DAMAGE MANAGEM	145612	110-7210-425003	PEST CONTROL	920
02/24/2020	2757C	ANIMAL DAMAGE MANAGEM	145612	284-6210-425003	PEST CONTROL	200
Vendor 1578 - ANIMAL DAMAGE MANAGEMENT Total:						1120
Vendor: 280 - ARC DOCUMENT SOLUTIONS, LLC						
03/11/2020	2295304	ARC DOCUMENT SOLUTIONS,	145613	119-4110-425003	BASE BILLING CHARGES	338.7
Vendor 280 - ARC DOCUMENT SOLUTIONS, LLC Total:						338.7
Vendor: 01209 - ARCHITECTURE PLUS, INC.						
03/08/2020	21081	ARCHITECTURE PLUS, INC.	145614	343-7219-442001	GYMNASIUM PLANS	3668.75
Vendor 01209 - ARCHITECTURE PLUS, INC. Total:						3668.75
Vendor: 01185 - ASI						
02/28/2020	174583	ASI	145615	110-1910-425003	ADMIN	60
Vendor 01185 - ASI Total:						60
Vendor: 350 - AT&T						
03/11/2020	831-000-9588213 3/11/20	AT&T	145616	622-4152-420003	TELEPHONE	525.21
03/11/2020	831-000-9588213 3/11/20	AT&T	145616	645-4160-420003	TELEPHONE	525.22
03/11/2020	831-000-9659421 3/11/20	AT&T	145616	110-2110-420003	TELEPHONE	455.16
Vendor 350 - AT&T Total:						1505.59
Vendor: 942 - AT&T						
03/20/2020	MARCH 2020 2	AT&T	145617	110-2110-420003	9391053225	252.86
03/20/2020	MARCH 2020 2	AT&T	145617	110-2110-420003	9391053230	109.78
03/20/2020	MARCH 2020 2	AT&T	145617	110-2110-420003	9391053231	109.78



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03/20/2020	MARCH 2020 2	AT&T	145617	110-2210-425003	9391053299	40.43
Vendor 942 - AT&T Total:						512.85
Vendor: 156 - AVENU MUNISERVICES						
02/28/2020	INV06-008225	AVENU MUNISERVICES	145618	110-1910-320100	SALES TAX AU	2742.59
02/29/2020	INV06-008322	AVENU MUNISERVICES	145618	110-1310-425003	SALES TAX AUDIT	500
Vendor 156 - AVENU MUNISERVICES Total:						3242.59
Vendor: 352 - AXON ENTERPRISE, INC.						
12/18/2019	SI-1630574	AXON ENTERPRISE, INC.	145619	545-2110-441005	EQUIPMENT REPLACEMENT	30126.41
03/03/2020	SI-1645243	AXON ENTERPRISE, INC.	145619	545-2110-441005	DOCKING STATION	1566.02
Vendor 352 - AXON ENTERPRISE, INC. Total:						31692.43
Vendor: 1264 - BEST BEST & KRIEGER						
03/09/2020	871764	BEST BEST & KRIEGER	145620	363-9091-425003	LEGAL SERVICES	257.92
Vendor 1264 - BEST BEST & KRIEGER Total:						257.92
Vendor: 1542 - C & S ENGINEERS INC.						
03/11/2020	0185595	C & S ENGINEERS INC.	145621	658-4170-442001	Airport Pavement Preservation	1280.5
Vendor 1542 - C & S ENGINEERS INC. Total:						1280.5
Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT						
04/03/2020	INV00635	CALIFORNIA STATE DISBURSEI	145686	110-219-1900	GARNISHMENT CHILD SUPPOI	157.31
Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:						157.31
Vendor: 232 - CAR WASH PARTNERS, INC.						
03/29/2020	167303	CAR WASH PARTNERS, INC.	145622	110-1910-427022	CAR WASHES	4
03/29/2020	167303	CAR WASH PARTNERS, INC.	145622	110-2110-424003	CAR WASHES	176
03/29/2020	167303	CAR WASH PARTNERS, INC.	145622	110-4120-425003	CAR WASHES	20
03/29/2020	167303	CAR WASH PARTNERS, INC.	145622	110-7210-424003	CAR WASHES	4
03/29/2020	167303	CAR WASH PARTNERS, INC.	145622	120-3130-424003	CAR WASHES	4
Vendor 232 - CAR WASH PARTNERS, INC. Total:						208
Vendor: 1452 - CENTRAL VALLEY FIRE PROTECTION, INC						
03/12/2020	20-8486	CENTRAL VALLEY FIRE PROTE(	145623	117-7460-425003	QUARTERLY SERVICES	372.6
03/12/2020	20-8487	CENTRAL VALLEY FIRE PROTE(	145623	117-7440-425003	QUARTERLY SERVICES	341.35
03/12/2020	20-8488	CENTRAL VALLEY FIRE PROTE(	145623	110-2210-425003	QUARTERLY SERVICES	283.85
Vendor 1452 - CENTRAL VALLEY FIRE PROTECTION, INC Total:						997.8
Vendor: 1577 - CINTAS CORPORATION						
02/28/2020	4044011556	CINTAS CORPORATION	145624	110-7210-425016	UNIFORM SERVICES	25.06
02/28/2020	4044011556	CINTAS CORPORATION	145624	565-7215-425016	UNIFORM SERVICES	84.23
03/13/2020	4045335906	CINTAS CORPORATION	145624	622-4151-425016	UNIFORM SERVICES	89.44
03/13/2020	4045336004	CINTAS CORPORATION	145624	110-7210-425016	UNIFORM SERVICES	25.06
03/13/2020	4045336004	CINTAS CORPORATION	145624	565-7215-425016	UNIFORM SERVICES	84.23
03/13/2020	4045336042	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	4.95
03/13/2020	4045336042	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	22.63
03/13/2020	4045336042	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	9.38
03/13/2020	4045336042	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	7.37
03/13/2020	4045336042	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	2.63



City of Oakdale, CA

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By Vendor Name

Payment Dates 03/26/2020 - 04/10/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
03/13/2020	4045336042	CINTAS CORPORATION	145624	110-7413-425016	UNIFORM SERVICES	15.36
03/13/2020	4045336042	CINTAS CORPORATION	145624	120-3130-425016	UNIFORM SERVICES	7.34
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	44.08
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	2.2
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	28.98
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	4.68
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	6.61
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	7.44
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	12.21
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	45
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	3.95
03/13/2020	4045336042	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	22.63
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	6.61
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	22.64
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	9.77
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	45
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	7.43
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	47.23
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	3.95
03/13/2020	4045336042	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	4.68
03/20/2020	4045969333	CINTAS CORPORATION	145624	110-7210-425016	UNIFORM SERVICES	25.06
03/20/2020	4045969333	CINTAS CORPORATION	145624	565-7215-425016	UNIFORM SERVICES	84.23
03/20/2020	4045969345	CINTAS CORPORATION	145624	622-4151-425016	UNIFORM SERVICES	89.44
03/20/2020	4045969383	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	22.63
03/20/2020	4045969383	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	7.37
03/20/2020	4045969383	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	2.63
03/20/2020	4045969383	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	23.1
03/20/2020	4045969383	CINTAS CORPORATION	145624	110-4140-425016	UNIFORM SERVICES	4.95
03/20/2020	4045969383	CINTAS CORPORATION	145624	110-7413-425016	UNIFORM SERVICES	15.36
03/20/2020	4045969383	CINTAS CORPORATION	145624	120-3130-425016	UNIFORM SERVICES	7.34
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	3.95
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	45
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	2.2
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	6.61
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	7.44
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	11.75
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	12.21
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	22.63
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	41.48
03/20/2020	4045969383	CINTAS CORPORATION	145624	622-4152-425016	UNIFORM SERVICES	41.78
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	22.64
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	11.76



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03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	9.77
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	7.43
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	6.61
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	3.95
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	54.53
03/20/2020	4045969383	CINTAS CORPORATION	145624	645-4160-425016	UNIFORM SERVICES	45
Vendor 1577 - CINTAS CORPORATION Total:						1341.62
Vendor: 346 - CITY OF OAKDALE CITYHALL ASSN						
04/03/2020	INV00629	CITY OF OAKDALE CITYHALL A 10232		110-219-0800	CITY OF OAKDALE CITYHALL A	46
Vendor 346 - CITY OF OAKDALE CITYHALL ASSN Total:						46
Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT						
04/03/2020	INV00633	CITY OF OAKDALE FSA ACCOU 10233		110-219-0200	CITY OF OAKDALE FSA ACCOU	19.23
04/03/2020	INV00634	CITY OF OAKDALE FSA ACCOU 10233		512-1910-374120	CITY OF OAKDALE FSA ACCOU	466.14
Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:						485.37
Vendor: 50 - CLARK PEST CONTROL						
01/31/2020	25819777	CLARK PEST CONTROL	145626	284-6210-425003	WEED CONTROL	780
02/27/2020	26025389	CLARK PEST CONTROL	145626	657-4170-425003	CONTRACT SERVICES	85
Vendor 50 - CLARK PEST CONTROL Total:						865
Vendor: 1059 - COLONIAL PROCESSING CENTER						
04/03/2020	INV00632	COLONIAL PROCESSING CENTI 145687		110-219-1700	COLONIAL LIFE	27.41
Vendor 1059 - COLONIAL PROCESSING CENTER Total:						27.41
Vendor: 59 - CRESCENT SUPPLY CO						
01/02/2020	060410	CRESCENT SUPPLY CO	145627	110-2110-427004	UNIFORMS	14.01
01/27/2020	060563	CRESCENT SUPPLY CO	145627	110-2110-427004	UNIFORMS	464.81
02/19/2020	060715	CRESCENT SUPPLY CO	145627	110-2110-427001	UNIFORMS	204.9
02/19/2020	060716	CRESCENT SUPPLY CO	145627	110-2110-427004	UNIFORMS	34.51
02/29/2020	240700	CRESCENT SUPPLY CO	145627	110-2110-427004	UNIFORMS	96
Vendor 59 - CRESCENT SUPPLY CO Total:						814.23
Vendor: 349 - CSJVRMA						
03/17/2020	RMA 2020-0354	CSJVRMA	145628	110-1910-415000	INSURANCE	22080.72
03/17/2020	RMA 2020-0354	CSJVRMA	145628	110-219-2800	INSURANCE	108758
03/17/2020	RMA 2020-0354	CSJVRMA	145628	120-3110-415000	INSURANCE	1961.78
03/17/2020	RMA 2020-0354	CSJVRMA	145628	622-4153-415000	INSURANCE	11692.39
03/17/2020	RMA 2020-0354	CSJVRMA	145628	645-4161-415000	INSURANCE	11692.39
03/17/2020	RMA 2020-0354	CSJVRMA	145628	657-4170-415000	INSURANCE	891.72
Vendor 349 - CSJVRMA Total:						157077
Vendor: 66 - D & D SERVICES, INC						
02/29/2020	100651	D & D SERVICES, INC	145629	110-2160-425003	ANIMAL SERVICES	219.5
02/29/2020	100651	D & D SERVICES, INC	145629	110-2161-425003	ANIMAL SERVICES	219.5
Vendor 66 - D & D SERVICES, INC Total:						439
Vendor: 1315 - DATA PATH INC.						
02/26/2020	145375	DATA PATH INC.	145630	525-1910-425003	IT SUPPORT	2383.95



City of Oakdale, CA

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03/01/2020	145443	DATA PATH INC.	145630	525-1910-425003	IT SUPPORT	4250
03/06/2020	145502	DATA PATH INC.	145630	525-1910-441005	SERVER HARD DRIVES	384.73
03/06/2020	145507	DATA PATH INC.	145630	525-1910-425012	IT SUPPORT	790
03/06/2020	145509	DATA PATH INC.	145630	525-1910-441005	BATTERY BACK UP	106.53
03/15/2020	145607	DATA PATH INC.	145630	525-1910-425003	IT SUPPORT	3507.5
Vendor 1315 - DATA PATH INC. Total:						11422.71
Vendor: 01160 - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT						
03/09/2020	2020-118	DEPARTMENT OF HOUSING A	145631	120-3110-330300	FILING FEE	11
Vendor 01160 - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT Total:						11
Vendor: 718 - DEPARTMENT OF JUSTICE						
03/03/2020	439426	DEPARTMENT OF JUSTICE	145632	110-2110-425003	LIVESCAN	353
Vendor 718 - DEPARTMENT OF JUSTICE Total:						353
Vendor: 1456 - ENGINEERED FIRE SYSTEMS, INC.						
03/01/2020	16181	ENGINEERED FIRE SYSTEMS, II	145633	120-3130-425003	FIRE PLAN CHECK	450
Vendor 1456 - ENGINEERED FIRE SYSTEMS, INC. Total:						450
Vendor: 1235 - EXPRESS SERVICES, INC.						
03/11/2020	23728210	EXPRESS SERVICES, INC.	145634	565-7215-410013	TEMP SERVICES	477.36
Vendor 1235 - EXPRESS SERVICES, INC. Total:						477.36
Vendor: 213 - FAMILY VETERINARY CARE OF OAKDALE						
01/28/2020	696209	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	33.89
01/28/2020	696209	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	33.89
01/28/2020	696209	FAMILY VETERINARY CARE OF	145635	742-2160-425003	ANIMAL SERVICES	95
01/28/2020	696230	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	-7.38
01/28/2020	696230	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	-7.37
01/29/2020	696421	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	33.02
01/29/2020	696421	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	33.03
01/30/2020	696445	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	16.75
01/30/2020	696445	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	16.75
01/30/2020	696445	FAMILY VETERINARY CARE OF	145635	742-2160-425003	ANIMAL SERVICES	200
02/04/2020	696828	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	3.75
02/04/2020	696828	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	3.75
02/06/2020	697124	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	5.35
02/06/2020	697124	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	5.35
02/13/2020	697877	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	21.77
02/13/2020	697877	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	21.76
02/13/2020	697877	FAMILY VETERINARY CARE OF	145635	742-2160-425003	ANIMAL SERVICES	215
02/28/2020	699160	FAMILY VETERINARY CARE OF	145635	110-2160-425003	ANIMAL SERVICES	9.17
02/28/2020	699160	FAMILY VETERINARY CARE OF	145635	110-2161-425003	ANIMAL SERVICES	9.17
02/28/2020	699160	FAMILY VETERINARY CARE OF	145635	742-2160-425003	ANIMAL SERVICES	95
Vendor 213 - FAMILY VETERINARY CARE OF OAKDALE Total:						837.65
Vendor: 88 - FEDEX						
03/06/2020	6-949-91743.	FEDEX	145684	622-4152-427006	SHIPPING FEES	14.23



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03/06/2020	6-949-91743.	FEDEX	145684	645-4160-429000	SHIPPING FEES	14.22
Vendor 88 - FEDEX Total:						28.45
Vendor: 1428 - FIRST CHOICE INDUSTRIAL SUPPLY INC.						
03/02/2020	064426	FIRST CHOICE INDUSTRIAL SU	145637	110-2110-427004	MISC. SUPPLIES	140.89
Vendor 1428 - FIRST CHOICE INDUSTRIAL SUPPLY INC. Total:						140.89
Vendor: 96 - GILTON SOLID WASTE MANAGEMENT INC.						
03/09/2020	220299	GILTON SOLID WASTE MANA	145638	622-4151-425003	SLUDGE HAULING	13181.8
03/09/2020	220300	GILTON SOLID WASTE MANA	145638	622-4151-425003	SLUDGE HAULING	732.76
03/10/2020	OAKDSS-048	GILTON SOLID WASTE MANA	145638	110-4141-425003	STREET SWEEPING SERVICES	4761.83
Vendor 96 - GILTON SOLID WASTE MANAGEMENT INC. Total:						18676.39
Vendor: 01118 - GOVERNMENT FINANCE OFFICERS ASSOCIATION						
03/04/2020	0242002	GOVERNMENT FINANCE OFFI	145639	110-1310-416005	MEMBERSHIP RENEWAL	63.33
03/04/2020	0242002	GOVERNMENT FINANCE OFFI	145639	622-4153-416005	MEMBERSHIP RENEWAL	63.33
03/04/2020	0242002	GOVERNMENT FINANCE OFFI	145639	645-4161-416005	MEMBERSHIP RENEWAL	63.34
Vendor 01118 - GOVERNMENT FINANCE OFFICERS ASSOCIATION Total:						190
Vendor: 100 - GRAINGER INC.						
03/06/2020	9467080462	GRAINGER INC.	145640	645-4160-427006	MISC SUPPLIES	46.13
Vendor 100 - GRAINGER INC. Total:						46.13
Vendor: 111 - HAIDLEN FORD-MERCURY						
03/03/2020	6043767	HAIDLEN FORD-MERCURY	145641	110-2110-424003	VEHICLE MAINTENANCE	140
Vendor 111 - HAIDLEN FORD-MERCURY Total:						140
Vendor: 127 - IMAGE UNIFORMS						
02/14/2020	139902	IMAGE UNIFORMS	145642	110-2160-427006	UNIFORM ALTERATIONS	67.41
02/14/2020	139902	IMAGE UNIFORMS	145642	110-2161-427006	UNIFORM ALTERATIONS	67.41
Vendor 127 - IMAGE UNIFORMS Total:						134.82
Vendor: 342 - INDUSTRIAL ELECTRICAL CO						
01/22/2020	PI-027969	INDUSTRIAL ELECTRICAL CO	145643	110-2110-425003	GENERATOR SERVICE PD	806.94
03/17/2020	PI-029257	INDUSTRIAL ELECTRICAL CO	145643	645-4160-424002	WELL 10	840
Vendor 342 - INDUSTRIAL ELECTRICAL CO Total:						1646.94
Vendor: 804 - KIMBALL MIDWEST						
02/25/2020	7760894	KIMBALL MIDWEST	145644	110-4120-427006	MISC HARDWARE	343.09
Vendor 804 - KIMBALL MIDWEST Total:						343.09
Vendor: 64 - L.N. CURTIS & SONS						
03/10/2020	INV369116	L.N. CURTIS & SONS	145645	545-2110-441005	BODY ARMOR	1221.29
Vendor 64 - L.N. CURTIS & SONS Total:						1221.29
Vendor: 1317 - LIEBERT CASSIDY WHITMORE						
02/29/2020	1494557	LIEBERT CASSIDY WHITMORE	145646	515-1910-425003	PROFESSIONAL SERVICES	152
Vendor 1317 - LIEBERT CASSIDY WHITMORE Total:						152
Vendor: 1504 - METLIFE - GROUP BENEFITS						
03/15/2020	KM05931316 3/15	METLIFE - GROUP BENEFITS	145647	110-219-1104	BENEFITRS	824.05
Vendor 1504 - METLIFE - GROUP BENEFITS Total:						824.05
Vendor: 1513 - MIRACLE PLAYSYSTEMS, INC.						



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02/28/2020	F2020-0201	MIRACLE PLAYSYSTEMS, INC.	145648	285-6220-441005	BP PLAYGROUND DECKS	3256.25
Vendor 1513 - MIRACLE PLAYSYSTEMS, INC. Total:						3256.25
Vendor: 01096 - NICHOLS CONSULTING						
03/05/2020	20-9850594-01	NICHOLS CONSULTING	145649	110-1910-425003	SB 90 PREP	1000
03/05/2020	20-9850594-02	NICHOLS CONSULTING	145649	110-1910-425003	SB 90 PREP	1000
Vendor 01096 - NICHOLS CONSULTING Total:						2000
Vendor: 01023 - NICKERSON INVESTIGATIVE SERVICES						
03/16/2020	20-003	NICKERSON INVESTIGATIVE SE	145650	110-2110-425006	PRE EMPLOYMENT	772.55
Vendor 01023 - NICKERSON INVESTIGATIVE SERVICES Total:						772.55
Vendor: 01015 - NORTHSTAR CHEMICAL						
02/28/2020	164377	NORTHSTAR CHEMICAL	145651	117-7430-427007	POOL MAINTENANCE	859.63
Vendor 01015 - NORTHSTAR CHEMICAL Total:						859.63
Vendor: 191 - OAK VALLEY HOSPITAL						
03/05/2020	CL0000004150 3/5/20	OAK VALLEY HOSPITAL	145652	110-2160-425003	DUTY EXAM	62.5
03/05/2020	CL0000004150 3/5/20	OAK VALLEY HOSPITAL	145652	110-2161-425003	DUTY EXAM	62.5
Vendor 191 - OAK VALLEY HOSPITAL Total:						125
Vendor: 210 - OAKDALE AUTOMOTIVE REPAIR & TIRE						
03/10/2020	2032571	OAKDALE AUTOMOTIVE REPA	145653	645-4160-424003	VEHICLE MAINTENANCE	428.17
03/17/2020	2032704	OAKDALE AUTOMOTIVE REPA	145653	110-2110-424003	VEHICLE MAINTENANCE	1357.83
03/20/2020	2032737	OAKDALE AUTOMOTIVE REPA	145653	110-7210-424003	VEHICLE MAINTENANCE	337.25
Vendor 210 - OAKDALE AUTOMOTIVE REPAIR & TIRE Total:						2123.25
Vendor: 198 - OAKDALE EMPLOYEES ASSOCIATION						
04/03/2020	INV00631	OAKDALE EMPLOYEES ASSOCI	10234	110-219-0800	OAKDALE EMPLOYEES ASSOCI	44
Vendor 198 - OAKDALE EMPLOYEES ASSOCIATION Total:						44
Vendor: 206 - OAKDALE LEADER						
02/19/2020	263865	OAKDALE LEADER	145655	120-3110-425003	PUBLIC HEARING	103
02/26/2020	264310	OAKDALE LEADER	145654	267-3140-425011	PUBLIC MEETING	88.11
Vendor 206 - OAKDALE LEADER Total:						191.11
Vendor: 207 - OAKDALE LOCKSMITH						
02/25/2020	34835	OAKDALE LOCKSMITH	145656	110-2110-427004	EMERGENCY CALL	140
Vendor 207 - OAKDALE LOCKSMITH Total:						140
Vendor: 208 - OAKDALE POLICE OFFICERS ASSOCIATION						
04/03/2020	INV00630	OAKDALE POLICE OFFICERS AS	10236	110-219-0800	ASSOCIATION DUES	650
Vendor 208 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						650
Vendor: 209 - OAKDALE POLICE OFFICERS ASSOCIATION						
04/03/2020	INV00636	OAKDALE POLICE OFFICERS AS	10235	110-219-0900	OAKDALE PD LTD	507
Vendor 209 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						507
Vendor: 217 - ON STAR PEST CONTROL						
03/06/2020	1299316	ON STAR PEST CONTROL	145657	110-7413-425003	RODENT CONTROL	150
03/10/2020	1298737	ON STAR PEST CONTROL	145657	110-4120-425003	QUARTERLY SERVICES	14.6
03/10/2020	1298737	ON STAR PEST CONTROL	145657	110-7210-425003	QUARTERLY SERVICES	14.6
03/10/2020	1298737	ON STAR PEST CONTROL	145657	119-4110-425003	QUARTERLY SERVICES	14.6



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03/10/2020	1298737	ON STAR PEST CONTROL	145657	622-4152-425003	QUARTERLY SERVICES	14.6
03/10/2020	1298737	ON STAR PEST CONTROL	145657	645-4160-425003	QUARTERLY SERVICES	14.6
03/10/2020	1298742	ON STAR PEST CONTROL	145657	110-7210-425003	CONTRACT SERVICES	90
Vendor 217 - ON STAR PEST CONTROL Total:						313
Vendor: 1563 - ONTEL SECURITY SERVICES, INC.						
03/15/2020	29689	ONTEL SECURITY SERVICES, IN	145658	117-222-0700	SPECIAL EVENT SECURITY	306
03/15/2020	29689	ONTEL SECURITY SERVICES, IN	145658	117-7460-350305	SPECIAL EVENT SECURITY	-2.25
03/15/2020	29690	ONTEL SECURITY SERVICES, IN	145658	117-222-0700	SPECIAL EVENT SECURITY	136
03/15/2020	29690	ONTEL SECURITY SERVICES, IN	145658	117-7460-350305	SPECIAL EVENT SECURITY	-1
Vendor 1563 - ONTEL SECURITY SERVICES, INC. Total:						438.75
Vendor: 219 - OPERATING ENGINEERS LOCAL #3						
04/03/2020	INV00637	OPERATING ENGINEERS LOCA	145688	110-219-0800	UNION DUES - OAKDALE POLI	756
04/03/2020	INV00638	OPERATING ENGINEERS LOCA	145688	110-219-0800	UNION DUES - OAKDALE MISC	747.5
Vendor 219 - OPERATING ENGINEERS LOCAL #3 Total:						1503.5
Vendor: 01210 - OPPORTUNITY STANISLAUS						
03/30/2020	SSB-102	OPPORTUNITY STANISLAUS	145685	245-1910-425003	SUPPORT STANISLAUS BUSINE	5000
Vendor 01210 - OPPORTUNITY STANISLAUS Total:						5000
Vendor: 62 - O'REILLY AUTOMOTIVE STORES, INC.						
02/28/2020	2721-112141	O'REILLY AUTOMOTIVE STORE	145660	622-4152-424003	MISC SUPPLIES	169
03/03/2020	2721-113213	O'REILLY AUTOMOTIVE STORE	145660	110-2110-424003	MISC SUPPLIES	93.32
03/03/2020	2721-113239	O'REILLY AUTOMOTIVE STORE	145660	645-4160-424003	MISC SUPPLIES	10.75
03/04/2020	2721-113663	O'REILLY AUTOMOTIVE STORE	145660	565-7215-424003	MISC SUPPLIES	45.52
03/05/2020	2721-113762	O'REILLY AUTOMOTIVE STORE	145660	622-4152-424003	MISC SUPPLIES	185.28
03/05/2020	2721-113766	O'REILLY AUTOMOTIVE STORE	145660	622-4152-424003	MISC SUPPLIES	16.02
03/10/2020	2721-115068	O'REILLY AUTOMOTIVE STORE	145660	110-4140-424003	MISC SUPPLIES	118.45
03/11/2020	2721-115404	O'REILLY AUTOMOTIVE STORE	145660	645-4160-424003	MISC SUPPLIES	28.55
03/12/2020	2721-115553	O'REILLY AUTOMOTIVE STORE	145660	110-2110-424003	MISC SUPPLIES	73.48
03/16/2020	2721-116581	O'REILLY AUTOMOTIVE STORE	145660	645-4160-424003	MISC. SUPPLIES	68.3
03/19/2020	2721-117381	O'REILLY AUTOMOTIVE STORE	145660	110-7210-424003	MISC. SUPPLIES	126.24
03/19/2020	2721-117492	O'REILLY AUTOMOTIVE STORE	145660	110-4120-427006	MISC. SUPPLIES	234.38
03/19/2020	2721-117513	O'REILLY AUTOMOTIVE STORE	145660	110-4120-427006	MISC. SUPPLIES	10.82
Vendor 62 - O'REILLY AUTOMOTIVE STORES, INC. Total:						1180.11
Vendor: 1533 - O'REILLY AUTOMOTIVE STORES, INC						
03/12/2020	2721-115606	O'REILLY AUTOMOTIVE STORE	145659	622-4151-427006	MISC. SUPPLIES	51.95
Vendor 1533 - O'REILLY AUTOMOTIVE STORES, INC Total:						51.95
Vendor: 226 - PG&E						
03/16/2020	MARCH 2020 3	PG&E	145661	622-4151-420001	529290	858.86
03/16/2020	MARCH 2020 3	PG&E	145661	622-4151-420001	529288	704.7
03/17/2020	MARCH 2020 2	PG&E	145661	110-4142-420001	07875298122	11.4
03/17/2020	MARCH 2020 2	PG&E	145661	285-6220-420001	98085099004	411.93
03/17/2020	MARCH 2020 2	PG&E	145661	286-6230-420001	98085099004	21.68
03/17/2020	MARCH 2020 2	PG&E	145661	288-6243-420001	01868963875	164.81



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03/17/2020	MARCH 2020 2	PG&E	145661	288-6244-420001	47013986097	30.91
03/17/2020	MARCH 2020 2	PG&E	145661	288-6245-420001	68565167456	11.21
03/17/2020	MARCH 2020 2	PG&E	145661	293-6250-420001	88703594601	50.35
03/20/2020	MARCH 2020 4	PG&E	145661	110-1910-420001	29735943408	37.83
03/20/2020	MARCH 2020 4	PG&E	145661	110-1910-420001	18246929329	3534.87
03/20/2020	MARCH 2020 4	PG&E	145661	110-1910-420002	18246929329	1227.24
03/20/2020	MARCH 2020 4	PG&E	145661	110-2160-420001	18246929329	1298.13
03/20/2020	MARCH 2020 4	PG&E	145661	110-7210-420001	18246929329	130.89
03/20/2020	MARCH 2020 4	PG&E	145661	117-7460-420001	71493181177	2273.77
03/20/2020	MARCH 2020 4	PG&E	145661	119-4110-420001	07228975343	88.27
03/20/2020	MARCH 2020 4	PG&E	145661	119-4110-420002	07228975343	48.68
03/20/2020	MARCH 2020 4	PG&E	145661	288-6242-420001	79258195720	9.53
03/20/2020	MARCH 2020 4	PG&E	145661	622-4150-420001	45427294660	809.72
03/20/2020	MARCH 2020 4	PG&E	145661	622-4152-420001	44133562536	1776.82
03/20/2020	MARCH 2020 4	PG&E	145661	622-4152-420001	07228975343	273.86
03/20/2020	MARCH 2020 4	PG&E	145661	645-4160-420001	07228975343	273.86
03/20/2020	MARCH 2020 4	PG&E	145661	657-4170-420001	07028519473	361.04
Vendor 226 - PG&E Total:						14410.36
Vendor: 1475 - QPCS LLC						
03/02/2020	17746	QPCS LLC	145662	525-1910-425003	SUPPORT	780
Vendor 1475 - QPCS LLC Total:						780
Vendor: 242 - RANDIK PAPER CO						
02/05/2020	165064	RANDIK PAPER CO	145663	110-7413-427006	JANITORIAL SUPPLIES	253.33
03/09/2020	166369	RANDIK PAPER CO	145663	110-7413-427006	MISC SUPPLIES	5.29
03/09/2020	166881	RANDIK PAPER CO	145663	110-7413-424002	SERVICE	105
Vendor 242 - RANDIK PAPER CO Total:						363.62
Vendor: 1278 - RAY MORGAN COMPANY						
03/09/2020	2901383	RAY MORGAN COMPANY	145664	110-1910-423000	COPIER LEASE	326.76
03/09/2020	2901383	RAY MORGAN COMPANY	145664	110-2110-423000	COPIER LEASE	653.54
03/09/2020	2901383	RAY MORGAN COMPANY	145664	119-4110-423000	COPIER LEASE	163.38
03/09/2020	2901383	RAY MORGAN COMPANY	145664	120-3110-423000	COPIER LEASE	163.38
03/09/2020	2901383	RAY MORGAN COMPANY	145664	622-4152-423000	COPIER LEASE	163.39
03/09/2020	2901383	RAY MORGAN COMPANY	145664	645-4160-423000	COPIER LEASE	163.39
03/12/2020	2904936	RAY MORGAN COMPANY	145664	110-1910-423000	COPIER LEASE	63.92
03/12/2020	2904936	RAY MORGAN COMPANY	145664	110-2110-423000	COPIER LEASE	167.7
03/12/2020	2904936	RAY MORGAN COMPANY	145664	119-4110-423000	COPIER LEASE	45.11
03/12/2020	2904936	RAY MORGAN COMPANY	145664	120-3110-423000	COPIER LEASE	45.1
03/12/2020	2904936	RAY MORGAN COMPANY	145664	622-4152-423000	COPIER LEASE	45.11
03/12/2020	2904936	RAY MORGAN COMPANY	145664	645-4160-423000	COPIER LEASE	45.11
Vendor 1278 - RAY MORGAN COMPANY Total:						2045.89
Vendor: 01087 - RIVER OAK VETERINARY HOSPITAL, INC.						
01/07/2020	463579	RIVER OAK VETERINARY HOSP	145665	110-2160-425003	ANIMAL SERVICES	32.5



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01/07/2020	463579	RIVER OAK VETERINARY HOSP	145665	110-2161-425003	ANIMAL SERVICES	32.5
01/08/2020	463606	RIVER OAK VETERINARY HOSP	145665	110-2160-425003	ANIMAL SERVICES	3.75
01/08/2020	463606	RIVER OAK VETERINARY HOSP	145665	110-2161-425003	ANIMAL SERVICES	3.75
01/08/2020	463606	RIVER OAK VETERINARY HOSP	145665	742-2160-425003	ANIMAL SERVICES	70
02/05/2020	464791	RIVER OAK VETERINARY HOSP	145665	110-2160-425003	ANIMAL SERVICES	15.63
02/05/2020	464791	RIVER OAK VETERINARY HOSP	145665	110-2161-425003	ANIMAL SERVICES	15.62
02/05/2020	464791	RIVER OAK VETERINARY HOSP	145665	742-2160-425003	ANIMAL SERVICES	95
02/20/2020	465366	RIVER OAK VETERINARY HOSP	145665	110-2160-425003	ANIMAL SERVICES	3.75
02/20/2020	465366	RIVER OAK VETERINARY HOSP	145665	110-2161-425003	ANIMAL SERVICES	3.75
02/20/2020	465366	RIVER OAK VETERINARY HOSP	145665	742-2160-425003	ANIMAL SERVICES	95
02/26/2020	465602	RIVER OAK VETERINARY HOSP	145665	110-2160-425003	ANIMAL SERVICES	7.5
02/26/2020	465602	RIVER OAK VETERINARY HOSP	145665	110-2161-425003	ANIMAL SERVICES	7.5
02/26/2020	465602	RIVER OAK VETERINARY HOSP	145665	742-2160-425003	ANIMAL SERVICES	95
03/04/2020	3/4/20	RIVER OAK VETERINARY HOSP	145665	110-2160-425003	SERVICE FEE	2.26
03/04/2020	3/4/20	RIVER OAK VETERINARY HOSP	145665	110-2161-425003	SERVICE FEE	2.27
Vendor 01087 - RIVER OAK VETERINARY HOSPITAL, INC. Total:						485.78
Vendor: 292 - ROLAND, JOCELYN E., PHD ABPP						
03/18/2020	17677	ROLAND, JOCELYN E., PHD AB	145666	110-2110-425006	PRE EMPLOYMENT	450
Vendor 292 - ROLAND, JOCELYN E., PHD ABPP Total:						450
Vendor: 01047 - SAMUEL HARNED						
02/26/2020	122	SAMUEL HARNED	145667	120-3110-330300	PLAN REVIEW	281.25
02/26/2020	122	SAMUEL HARNED	145667	720-3110-425003	PLAN REVIEW	812.5
Vendor 01047 - SAMUEL HARNED Total:						1093.75
Vendor: 273 - STANISLAUS CO. DEPT /ENVIRONMENTAL						
03/09/2020	IN0014147	STANISLAUS CO. DEPT /ENVIR	145668	657-4170-425003	ANNUAL FEE	770
03/09/2020	IN0014630	STANISLAUS CO. DEPT /ENVIR	145668	622-4152-425003	ANNUAL FEES	323
03/09/2020	IN0014630	STANISLAUS CO. DEPT /ENVIR	145668	645-4160-425003	ANNUAL FEES	323
Vendor 273 - STANISLAUS CO. DEPT /ENVIRONMENTAL Total:						1416
Vendor: 01093 - STANISLAUS COUNTY DEPT. OF AGRICULTURE WEIGHTS & MEASURES						
03/11/2020	204 3/11/20	STANISLAUS COUNTY DEPT. O	145670	657-4170-425003	ANNUAL REGISTRATION FEE	12
Vendor 01093 - STANISLAUS COUNTY DEPT. OF AGRICULTURE WEIGHTS & MEASURES Total:						12
Vendor: 275 - STANISLAUS COUNTY						
02/20/2020	53672	STANISLAUS COUNTY	145669	120-3130-425003	PLAN CHECK SERVICES	4622.57
02/25/2020	53670	STANISLAUS COUNTY	145669	120-3130-425003	INSPECTION SERVICES	3900
02/25/2020	53671	STANISLAUS COUNTY	145669	120-3130-425003	INSPECTION SERVICES	4912.5
02/25/2020	53673	STANISLAUS COUNTY	145669	120-3130-425003	PLAN CHECK SERVICES	3421.4
Vendor 275 - STANISLAUS COUNTY Total:						16856.47
Vendor: 1368 - STANISLAUS FOUNDATION						
03/09/2020	46671	STANISLAUS FOUNDATION	145671	510-1910-436001	BENEFITS	1221.96
Vendor 1368 - STANISLAUS FOUNDATION Total:						1221.96
Vendor: 1163 - STAPLES BUSINESS ADVANTAGE						
02/13/2020	3439194357	STAPLES BUSINESS ADVANTA	145672	119-4110-427001	OFFICE SUPPLIES	14.8



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 03/26/2020 - 04/10/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
02/15/2020	3439398425	STAPLES BUSINESS ADVANTAGE	145672	110-2110-427001	OFFICE SUPPLIES	426.35
02/18/2020	3439618421	STAPLES BUSINESS ADVANTAGE	145672	119-4110-427001	OFFICE SUPPLIES	17.2
02/19/2020	3439675377	STAPLES BUSINESS ADVANTAGE	145672	110-2110-427001	OFFICE SUPPLIES	36.51
02/21/2020	3439829785	STAPLES BUSINESS ADVANTAGE	145672	110-2110-427001	OFFICE SUPPLIES	72.45
02/22/2020	3439960135	STAPLES BUSINESS ADVANTAGE	145672	120-3110-427001	OFFICE SUPPLIES	68.16
02/29/2020	3440670332	STAPLES BUSINESS ADVANTAGE	145672	120-3110-427001	OFFICE SUPPLIES	36.5
03/04/2020	3441341602	STAPLES BUSINESS ADVANTAGE	145672	110-1310-427001	OFFICE SUPPLIES	15.52
03/04/2020	3441341602	STAPLES BUSINESS ADVANTAGE	145672	622-4153-427001	OFFICE SUPPLIES	15.52
03/04/2020	3441341602	STAPLES BUSINESS ADVANTAGE	145672	645-4161-427001	OFFICE SUPPLIES	15.51
03/06/2020	3441544195	STAPLES BUSINESS ADVANTAGE	145672	110-1310-427001	OFFICE SUPPLIES	14.85
03/06/2020	3441544195	STAPLES BUSINESS ADVANTAGE	145672	622-4153-427001	OFFICE SUPPLIES	14.84
03/06/2020	3441544195	STAPLES BUSINESS ADVANTAGE	145672	645-4161-427001	OFFICE SUPPLIES	14.85
03/07/2020	3441663617	STAPLES BUSINESS ADVANTAGE	145672	110-2110-427001	OFFICE SUPPLIES	15.24
03/07/2020	3441663618	STAPLES BUSINESS ADVANTAGE	145672	110-2110-427001	OFFICE SUPPLIES	295.84
03/11/2020	3441954216	STAPLES BUSINESS ADVANTAGE	145672	110-1310-427001	OFFICE SUPPLIES	35.76
03/11/2020	3441954216	STAPLES BUSINESS ADVANTAGE	145672	622-4153-427001	OFFICE SUPPLIES	35.76
03/11/2020	3441954216	STAPLES BUSINESS ADVANTAGE	145672	645-4161-427001	OFFICE SUPPLIES	35.76
03/11/2020	3441954217	STAPLES BUSINESS ADVANTAGE	145672	110-1310-427001	OFFICE SUPPLIES	0.48
03/11/2020	3441954217	STAPLES BUSINESS ADVANTAGE	145672	622-4153-427001	OFFICE SUPPLIES	0.49
03/11/2020	3441954217	STAPLES BUSINESS ADVANTAGE	145672	645-4161-427001	OFFICE SUPPLIES	0.49
03/13/2020	3442176791	STAPLES BUSINESS ADVANTAGE	145672	110-2110-427001	OFFICE SUPPLIES	42.88
Vendor 1163 - STAPLES BUSINESS ADVANTAGE Total:						1225.76
Vendor: 278 - STEVES CHEVROLET-BUICK						
03/25/2020	20C0344	STEVES CHEVROLET-BUICK	145690	530-1910-441009	NEW ADMIN VEHICLE	19802.71
Vendor 278 - STEVES CHEVROLET-BUICK Total:						19802.71
Vendor: 1328 - SWIFT LAWN & GARDEN						
02/26/2020	7405	SWIFT LAWN & GARDEN	145673	285-6220-424009	IRRIGATION REPAIRS	1158
02/27/2020	7347	SWIFT LAWN & GARDEN	145673	285-6220-425015	MONTHLY MAINTENANCE	6206.9
02/27/2020	7387	SWIFT LAWN & GARDEN	145673	288-6242-425015	MONTHLY MAINTENANCE	258.14
02/27/2020	7393	SWIFT LAWN & GARDEN	145673	288-6244-425015	MONTHLY MAINTENANCE	797.04
02/27/2020	7394	SWIFT LAWN & GARDEN	145673	288-6243-425015	MONTHLY MAINTENANCE	529.42
Vendor 1328 - SWIFT LAWN & GARDEN Total:						8949.5
Vendor: 1446 - TOP DOG POLICE K9 AND CONSULTING, LLC						
02/25/2020	20-01	TOP DOG POLICE K9 AND CONSULTING, LLC	145674	110-246-4600	K9 TRAINING	1600
Vendor 1446 - TOP DOG POLICE K9 AND CONSULTING, LLC Total:						1600
Vendor: 01066 - TRUGREEN COMMERCIAL						
02/20/2020	115784156	TRUGREEN COMMERCIAL	145675	110-7210-425003	TL DAVIS	1644
Vendor 01066 - TRUGREEN COMMERCIAL Total:						1644
Vendor: 299 - UNITED WAY OF STANISLAUS						
04/03/2020	INV00639	UNITED WAY OF STANISLAUS	145689	110-219-1300	UNITED WAY OF STANISLAUS	2
Vendor 299 - UNITED WAY OF STANISLAUS Total:						2
Vendor: 01208 - URBAN ANALYTICS						



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 03/26/2020 - 04/10/2020

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
03/11/2020	1089	URBAN ALALYTICS	145676	363-9091-425003	DISCLOSURE REPORTING	4725
Vendor 01208 - URBAN ALALYTICS Total:						4725
Vendor: 301 - US BANK						
02/25/2020	5657978	US BANK	145677	792-8270-425003	ADMIN FEES	605
02/25/2020	5658307	US BANK	145677	790-8270-425003	ADMIN FEES	770
02/25/2020	5658307	US BANK	145677	791-8270-425003	ADMIN FEES	770
02/25/2020	5658307	US BANK	145677	792-8270-425003	ADMIN FEES	770
02/25/2020	5658350	US BANK	145677	791-8270-425003	ADMIN FEES	550
02/25/2020	5658652	US BANK	145677	790-8270-425003	ADMIN FEES	660
Vendor 301 - US BANK Total:						4125
Vendor: 306 - V&V MANUFACTURING INC						
01/27/2020	50170	V&V MANUFACTURING INC	145678	110-2110-427004	OPD "RETIRED" BADGE	127.02
Vendor 306 - V&V MANUFACTURING INC Total:						127.02
Vendor: 566 - VALLEY ENTRY SYSTEMS						
03/19/2020	34267	VALLEY ENTRY SYSTEMS	145679	110-2210-425003	SERVICE CALL	850
Vendor 566 - VALLEY ENTRY SYSTEMS Total:						850
Vendor: 308 - VERIZON WIRELESS						
03/18/2020	270617885-00001 3/18/20	VERIZON WIRELESS	145680	110-7210-420004	TELEPHONE	108.52
03/18/2020	270617885-00001 3/18/20	VERIZON WIRELESS	145680	565-7215-420004	TELEPHONE	227.26
03/19/2020	570628357-00001 3/19/20	VERIZON WIRELESS	145680	110-2110-420004	TELEPHONE	1084.3
03/19/2020	970617907-00001 3/19/20	VERIZON WIRELESS	145680	110-7413-420004	TELEPHONE	150.16
03/19/2020	970617907-00001 3/19/20	VERIZON WIRELESS	145680	118-7320-420004	TELEPHONE	61.01
Vendor 308 - VERIZON WIRELESS Total:						1631.25
Vendor: 1560 - WGR SOUTHWEST, INC.						
02/18/2020	23362	WGR SOUTHWEST, INC.	145681	720-3110-425003	MS4 STORM WATER RE OCCU	165
02/18/2020	23362	WGR SOUTHWEST, INC.	145681	720-3110-425003	MS4 STORM WATER RE OCCU	165
02/18/2020	23362	WGR SOUTHWEST, INC.	145681	720-3110-425003	MS4 STORM WATER RE OCCU	165
Vendor 1560 - WGR SOUTHWEST, INC. Total:						495
Vendor: 01106 - YOSEMITE CHAPTER OF THE INTERNATIONAL CODE COUNCIL						
03/17/2020	2020 MEMBERSHIP ISENBERG	YOSEMITE CHAPTER OF THE II	145682	120-3130-416005	MEMBERSHIP FEES ISENBERG	50
03/17/2020	2020 MEMBERSHIP ODOM, B	YOSEMITE CHAPTER OF THE II	145682	120-3130-416002	2020 MEMBERSHIP ODOM, B	320
Vendor 01106 - YOSEMITE CHAPTER OF THE INTERNATIONAL CODE COUNCIL Total:						370
Vendor: 679 - ZOOM IMAGING SOLUTIONS INC.						
03/14/2020	2201271	ZOOM IMAGING SOLUTIONS I	145683	120-3110-423000	COPIER LEASE	2.15
03/14/2020	2201271	ZOOM IMAGING SOLUTIONS I	145683	622-4152-423000	COPIER LEASE	2.16
03/14/2020	2201271	ZOOM IMAGING SOLUTIONS I	145683	645-4160-423000	COPIER LEASE	2.16
Vendor 679 - ZOOM IMAGING SOLUTIONS INC. Total:						6.47
Grand Total:						387923.05

AGENDA ITEM 9.3:

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



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Report Date: April 9, 2020
To: Mayor and City Council
From: Albert Avila, Finance Director
Maria Wilson, City Treasurer
Subject: March 31, 2020 Treasurer's Report

I. BACKGROUND

The Treasurer's Report for the month of March 2020 is attached.

II. DISCUSSION

The Treasurer's Report 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 Report as presented.

IV. ATTACHMENTS

Attachment A: Treasurer's Report dated March, 2020

**CITY OF OAKDALE
TREASURER'S REPORT
SCHEDULE OF CASH AND INVESTMENTS
3/31/2020**

Type of Investment	Interest Rate	Maturity Date	
Cash and Cash Equivalents			
Oak Valley Bank / Checking		Due on Demand	\$ 2,549,581.73
Oak Valley Bank / Payroll Checking		Due on Demand	1,899.99
Oak Valley Bank / FSA Checking		Due on Demand	5,275.77
Oak Valley Bank / Savings		Due on Demand	10,467,558.78
Oak Valley Bank / Savings-Direct Deposits		Due on Demand	110,083.72
Cash on Hand		Due on Demand	<u>2,400.00</u>
Total Checking and Savings Accounts			\$ <u>13,136,799.99</u>
Managed Pool Accounts			
Local Agency Investment Fund	1.9120%	Due on Demand	6,291,747.47
Chandler Asset Management	1.8200%	Due on Demand	<u>28,484,631.42</u>
Total Investments			\$ <u>34,776,378.89</u>
Total Cash & Investments			<u><u>47,913,178.88</u></u>

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.

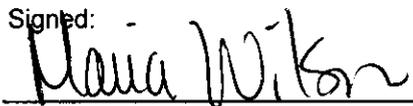
The City currently maintains its investments in the following instruments:

Chandler Asset Management	59.45%
Local Agency Investment Fund (LAIF)	<u>13.13%</u>
Total	<u><u>72.58%</u></u>

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

Report Prepared by Finance Department

Signed:



Maria Wilson
Treasurer

**CITY OF OAKDALE
TREASURERS REPORT
3/31/2020**

	CHECKING	PAYROLL	TOTAL
BANK STATEMENT BALANCE	2,810,993.20	5,104.56	2,816,097.76
OUTSTANDING DEPOSITS	51,751.15	-	51,751.15
OUTSTANDING CHECKS	(313,162.62)	(3,204.57)	(316,367.19)
ADJUSTED TOTAL	<u>2,549,581.73</u>	<u>1,899.99</u>	<u>2,551,481.72</u>
CASH DRAWERS			2,400.00
EMPLOYEE FSA CHECKING			5,275.77
SAVINGS - DIRECT DEPOSIT			110,083.72
SAVINGS			10,467,558.78
INVESTMENTS - CHANDLER ASSET MANAGEMENT			28,484,631.42
INVESTMENTS - LAIF			<u>6,291,747.47</u>
			<u>47,913,178.88</u>

	All Funds	March 2019	March 2020
110	GENERAL FUND	3,803,547.63	4,439,446.48
114	CANNABIS FUND	215,565.69	459,686.59
115	MEASURE Y	335.98	329.49
117	FACILITIES	52,218.30	79,099.30
118	RECREATION	27,654.22	21,548.11
119	ENGINEER & PW ADMIN	73,250.76	46,204.48
120	DEVELOPMENT SERVICES	366,455.66	193,985.36
201	ALCOHOL BEV CONTROL GRANT	(2,938.01)	(2,938.01)
203	SUPPLE MENTAL LAW ENFORCE MENT	147,733.08	211,340.92
205	TRAFFIC SAFETY (OTS)	684.93	684.93
206	OTS-ENFORCEMENT GRANT	323.46	323.46
210	AB109 - PUBLIC SAFETY REALING	10,371.35	10,400.44
211	ASSET FORFEI TURE	20,200.61	23,662.78
214	SAFETY SALES TAX	94,657.07	133,922.75
215	GAS TAX	341,215.58	366,634.06
216	SB1-ROAD MAINTENANCE	365,567.05	462,992.27
217	TRAFFIC CONGESTION RELIEF FUND	-	26,764.29
221	LOCAL TRANSPORTATION	91,635.18	54,358.57
222	MEAS L-TRANSPORTATION	427,724.97	520,024.30
229	SOLID WASTE	53,890.79	54,728.54
230	GENERAL PLAN UPDATE	(215,774.64)	(189,592.33)
235	CA FISH WILDLIFE RESTORATION GRANT	0.00	(57,415.42)
241	LOW/MODERATE HOUSING	178,802.40	186,278.16
242	HOME - CONSORTIUM	3,199.62	3,897.80
243	HOME LOAN REUSE	1,777.04	23,893.73
244	HOME LOAN CONSORTIUM REUSE	104.42	74,655.19
245	ECONOMIC DEVELOPMENT FUND	492,075.29	369,789.06
248	CAL HOME LOAN REUSE	84,577.79	84,577.79
252	BRIDLE RIDGE STREET MAINTENANCE	147,257.65	(98,918.89)
265	NEIGHBORHOOD STABILIZATION PROG	43,447.81	44,123.64
266	CDBG FUND -REUSE	100,859.15	103,082.46
267	CDBG	(6,907.31)	12,898.47
268	ABANDONED VEHICLE ABATEMENT	130,113.86	139,530.84
270	EDUCATION / GOVERNMENT CTV	44,870.01	68,612.28
284	BRIDLE RIDGE LLD	(284,967.99)	(299,705.71)
285	BURCHELL HILL LLD	28,865.73	25,498.70
286	VINEYARD LLD	339,457.94	343,956.13
288	LIGHT & LANDSCAPE 2003-1	189,747.94	198,545.60
291	FIRE SERVICES CFD	(35,051.94)	22,493.78

CITY OF OAKDALE
TREASURERS REPORT
3/31/2020

All Funds	March 2019	March 2020
292 PUBLIC SAFETY CFD	3,553.81	66,878.17
293 MAINTENANCE SERVICES CFD 2015-01	116,409.25	226,813.85
316 SURFACE TRANSPORTATION GRANTS	(343,044.52)	55,354.66
331 YOSEMITE COMMUNITY PARK	(918,749.69)	0.00
360 EAST F PLAN AREA FEE	613,237.20	394,407.77
465 2005 LEASE BONDS DEBT SERVICE	49,927.48	49,551.48
467 2015 PENSION DEBT SERVICE	(12,104.69)	19,109.34
510 DENTAL INSURANCE	57,318.81	69,995.92
512 EMPLOYEE FSA FUND	2,566.66	3,929.43
515 RISK MANAGEMENT	195,393.94	377,002.52
520 EMPLOYEE LIABILITY	1,168,156.11	793,689.80
525 INFORMATION TECHNOLOGY	120,735.71	94,737.60
530 VEHICLE MAINTENANCE	91,357.00	81,762.75
532 FIRE EQUIP REPLACEMENT	686,868.57	862,389.17
535 PERS LIABILITY FUND	2,552,377.75	2,538,396.96
540 FACILITY MAINTENANCE FUND	1,385,636.51	1,655,444.26
542 EQUIPMENT REPLACEMENT	5,079.31	(4,349.61)
545 POLICE EQUIP REPLACEMENT	289,030.38	126,398.79
547 ANIMAL CONTROL EQUIP FUND-RIVERBANK	19,039.59	52,962.82
549 PARKS REPLACEMENT FUND	265,989.30	495,727.75
565 LLD MAINT SERVICES	65,007.86	(3,791.33)
620 SRF LOAN RESERVE	686,210.73	814,039.21
621 SEWER CAPITAL IMPROVEMENT	6,772,978.09	8,563,970.62
622 SEWER SANITATION	4,707,009.20	4,370,604.28
631 DOWN TOWN PARKING FUND	47,464.37	55,195.81
644 WATER CAPITAL REPLACEMENT	2,192,259.35	2,241,683.45
645 WATER OPERATING FUND	1,875,233.96	3,313,007.25
657 AIRPORT OPERATING	58,877.80	(2,283.71)
658 AIRPORT CAPITAL IMPROVEMENT	(248,497.14)	(77,881.58)
659 AIRPORT CAPITAL REPLACEMENT	24,245.87	42,307.91
720 DEVELOPMENT ACTIVITY TRUST	259,520.28	113,352.91
722 SIERRA POINT PLAN	(71,155.26)	(71,155.26)
730 HERITAGE OAKS	52,859.40	35,939.56
740 BRIDLE RIDGE S. TRAIL DEP	1,101,881.66	1,119,021.39
741 CRANE/PATTERSON SIGNAL	210,434.28	205,180.48
742 ANIMAL CONTROL TRUST	33,969.99	44,530.47
743 K-9 UNIT TRUST FUND	631.33	1,566.94
744 SENIOR CENTER TRUST	7,783.53	7,043.71
745 POLICE RANGE TRUST	34,214.69	41,153.97
746 SENIOR OUTREACH TRUST	67,779.04	66,921.47
747 POLICE EQUESTRIAN UNIT	1,489.78	1,489.78
769 SENIOR HOUSING FUND	20,342.90	20,659.34
784 G & J STREET BOND	34,251.86	0.00
790 BRIDLE RIDGE CFD	185,020.75	142,906.66
791 BRIDLE RIDGE CFD #2	(7,746.62)	47,715.30
792 BRIDLERIDGE CFD 2005-1	93,926.94	97,287.49
799 REFUSE COLLECTION	172,442.72	181,575.76
REDEVELOPMENT AGENCY	2,504,735.50	2,672,300.48
DEVELOPER IMPACT FEES	6,058,595.92	7,749,232.70
	<u>40,546,658.27</u>	<u>47,663,377.86</u>

**CITY OF OAKDALE
TREASURERS REPORT
3/31/2020**

<u>All Funds</u>	<u>March 2019</u>	<u>March 2020</u>
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BREAK DOWN OF REDEVELOPMENT AGENCY ***

363 RDA SUCCESSOR AGENCY	79,880.97	219,789.62
460 REDEVELOPMENT DEBT SERVICE	2,424,854.53	2,452,510.86
	2,504,735.50	2,672,300.48

BREAKDOWN OF IMPACT FEES ***

343 SYSTEM DEV - PARKS	3,111,840.14	4,036,275.48
344 SYSTEM DEV - STREETS	(699,896.02)	(481,786.62)
349 SYSTEM DEV - STORM DRN	332,592.70	383,026.69
354 SYSTEM DEV - ADMINISTRATION	88,641.27	111,250.62
355 SYSTEM DEV - FIRE	(750,068.01)	(697,687.31)
356 SYSTEM DEV - POLICE	231,407.22	148,510.49
357 SYSTEM DEV - GEN GOVT	689,230.83	745,875.49
623 SYSTEM DEV - SEWER	858,039.30	983,015.20
646 SYSTEM DEV - WATER	2,196,808.49	2,520,752.66
	6,058,595.92	7,749,232.70

LOANS TO REDEVELOPMENT AGENCY

542 EQUIPMENT REPLACEMENT	89,578.32	69,134.82
343 SYSTEM DEVELOP - PARKS	324,855.42	263,580.50
349 SYSTEM DEV STORM DRN-OLD	324,855.52	262,194.01
646 WATER CAPITAL FACILITIES	649,709.94	527,161.13
	1,388,999.20	1,122,070.46



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

CITY OF OAKDALE
 FLEXIBLE SPENDING ACCOUNT
 280 N 3RD AVE
 OAKDALE CA 95361-3042

ACCOUNT NUMBER: [REDACTED] 720
 STATEMENT DATE: 3/31/20
 PAGE: 1 OF 2

WEB SITE: www.ovcb.com
 www.escbank.com
 TOLL FREE NUMBER: 866-844-7500

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

Beginning Balance	3/01/20	5,031.12	
Deposits / Misc Credits	2	970.74	
Withdrawals / Misc Debits	5	726.09	
** Ending Balance	3/31/20	5,275.77	**
Service Charge		.00	

----- DEPOSITS/CREDITS -----

Date	Deposits	Withdrawals	Activity Description
3/06	485.37		CITY OF OAKDALE/PRS030620
3/20	485.37		CITY OF OAKDALE/PRS032020

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

Date	Deposits	Withdrawals	Activity Description
3/03		391.58	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
3/10		72.60	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
3/17		80.35	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
3/24		129.60	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
3/31		51.96	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE



OAK VALLEY COMMUNITY BANK
 MAIN OFFICE/OAKDALE
 125 N THIRD AVE
 OAKDALE CA 95361
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CITY OF OAKDALE

ACCOUNT NUMBER: [REDACTED] 720
 STATEMENT DATE: 3/31/20
 PAGE: 2 OF 2

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

-- ACCOUNT CONTINUED --

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/03	4,639.54	3/17	4,971.96	3/24	5,327.73
3/06	5,124.91	3/20	5,457.33	3/31	5,275.77
3/10	5,052.31				

EASTERN SIERRA COMMUNITY BANK

A DIVISION OF OAK VALLEY COMMUNITY BANK



OAK VALLEY COMMUNITY BANK



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

CITY OF OAKDALE
 280 N 3RD AVE
 OAKDALE CA 95361-3042

ACCOUNT NUMBER: [REDACTED] 689
 STATEMENT DATE: 3/31/20
 PAGE: 1 OF 2

WEB SITE: www.ovcb.com
 www.escbank.com
 TOLL FREE NUMBER: 866-844-7500

OAK TREE CHECKING-PUBLIC CITY OF OAKDALE Acct [REDACTED] 689

Beginning Balance	3/01/20	10,628,049.43	
Deposits / Misc Credits	11	1,197,380.79	
Withdrawals / Misc Debits	12	1,357,871.44	
** Ending Balance	3/31/20	10,467,558.78	**
Service Charge		.00	
Interest Paid Thru	3/31/20	7,592.03	
Interest Paid Year To Date		22,186.14	
Minimum Balance		10,220,149	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
3/02	41,895.23		Trnsfr from Checking Acct Ending in 9479
3/03	13,458.64		Trnsfr from Checking Acct Ending in 9479
3/04	187,507.98		Trnsfr from Checking Acct Ending in 9479
3/09	5,698.51		Trnsfr from Checking Acct Ending in 9479
3/12	23,540.72		Trnsfr from Checking Acct Ending in 9479
3/16	206,631.16		Trnsfr from Checking Acct Ending in 9479
3/20	195,972.99		Trnsfr from Checking Acct Ending in 9479
3/25	462,698.82		Trnsfr from Checking Acct Ending in 9479
3/27	40,606.57		Trnsfr from Checking Acct Ending in 9479
3/30	11,778.14		Trnsfr from Checking Acct Ending in 9479
3/31	7,592.03		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
3/05		163,970.30	Trnsfr to Checking Acct Ending in 9479
3/06		7,962.19	Trnsfr to Checking Acct Ending in 9479
3/10		42,748.74	Trnsfr to Checking Acct Ending in 9479
3/11		50,711.15	Trnsfr to Checking Acct Ending in 9479
3/13		145,015.17	Trnsfr to Checking Acct Ending in 9479
3/17		10,090.50	Trnsfr to Checking Acct Ending in 9479
3/18		278,040.10	Trnsfr to Checking Acct Ending in 9479



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

CITY OF OAKDALE

ACCOUNT NUMBER: [REDACTED] 689
 STATEMENT DATE: 3/31/20
 PAGE: 2 OF 2

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

- - ACCOUNT CONTINUED - -

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
3/19		176,781.42	Trnsfr to Checking Acct Ending in 9479
3/23		134,453.66	Trnsfr to Checking Acct Ending in 9479
3/24		72,832.15	Trnsfr to Checking Acct Ending in 9479
3/26		58,285.31	Trnsfr to Checking Acct Ending in 9479
3/31		216,980.75	Trnsfr to Checking Acct Ending in 9479

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/02	10,669,944.66	3/12	10,634,758.13	3/23	10,292,981.43
3/03	10,683,403.30	3/13	10,489,742.96	3/24	10,220,149.28
3/04	10,870,911.28	3/16	10,696,374.12	3/25	10,682,848.10
3/05	10,706,940.98	3/17	10,686,283.62	3/26	10,624,562.79
3/06	10,698,978.79	3/18	10,408,243.52	3/27	10,665,169.36
3/09	10,704,677.30	3/19	10,231,462.10	3/30	10,676,947.50
3/10	10,661,928.56	3/20	10,427,435.09	3/31	10,467,558.78
3/11	10,611,217.41				

OAK VALLEY COMMUNITY BANK



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

CITY OF OAKDALE
 UTILITY ACCOUNT
 280 N 3RD AVE
 OAKDALE CA 95361-3042

ACCOUNT NUMBER: [REDACTED] 487
 STATEMENT DATE: 3/31/20
 PAGE: 1 OF 1

WEB SITE: www.ovcb.com
 www.escbank.com
 TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC

CITY OF OAKDALE
 UTILITY ACCOUNT

Acct [REDACTED] 487

Beginning Balance	3/01/20	108,843.44	
Deposits / Misc Credits	4	110,420.28	
Withdrawals / Misc Debits	3	109,180.00	
** Ending Balance	3/31/20	110,083.72	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
3/09	8.58		Square Inc/200309P2
3/11	753.23		CITY OF OAKDALE/marhngr
3/19	109,538.47		CITY OF OAKDALE/marach
3/23	120.00		Square Inc/200323P2

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
3/02		120.00	Square Inc/200302P2
3/17		60.00	RETURNED ACH ORIGINATED ENTRY - ADVANCED
3/18		109,000.00	Internet Transfer To 9479

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/02	108,723.44	3/17	109,425.25	3/19	109,963.72
3/09	108,732.02	3/18	425.25	3/23	110,083.72
3/11	109,485.25				

California State Treasurer
Fiona Ma, CPA



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

April 08, 2020

[LAIF Home](#)
[PMIA Average](#)
[Monthly Yields](#)

CITY OF OAKDALE

DIRECTOR OF FINANCE
280 NORTH THIRD AVENUE
OAKDALE, CA 95361

[Tran Type](#)
[Definitions](#)

Account Number: [REDACTED]-594

March 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	6,291,747.47
Total Withdrawal:	0.00	Ending Balance:	6,291,747.47



City of Oakdale - Account #1117

MONTHLY ACCOUNT STATEMENT

MARCH 1, 2020 THROUGH MARCH 31, 2020

Chandler Team:

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

Custodian

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.00%
Average Purchase YTM	0.00%
Average Market YTM	0.00%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

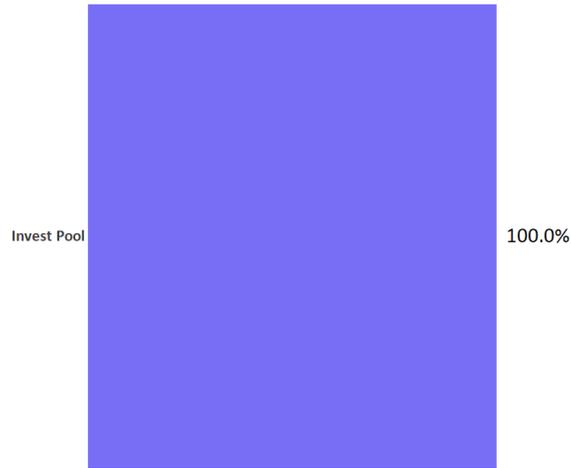
ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	29,134,700	29,272,973
Accrued Interest	52,523	50,329
Total Market Value	29,187,223	29,323,302
Income Earned	52,523	50,329
Cont/WD		0
Par	2,663,247	2,668,048
Book Value	28,432,108	28,484,631
Cost Value	28,432,108	28,484,631

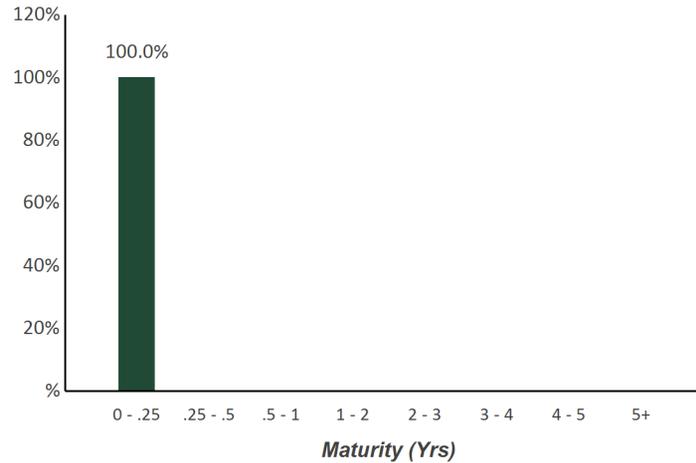
TOP ISSUERS

CSJVRMA Investment Pool	100.0%
Total	100.0%

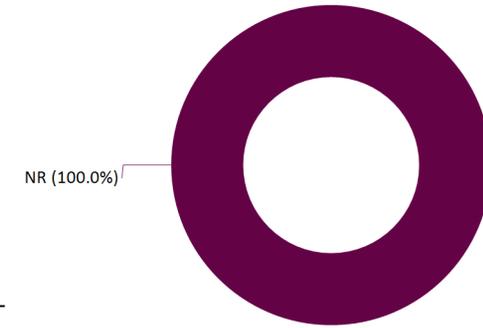
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/2014
City of Oakdale	0.47%	2.31%	2.31%	5.42%	4.37%	2.92%	2.11%	N/A	2.06%
ICE BAML 1-5 Year US Treasury/Agency Index	1.69%	3.75%	3.75%	6.80%	4.95%	3.25%	2.25%	N/A	2.18%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	1.28%	3.29%	3.29%	6.45%	4.85%	3.21%	2.27%	N/A	2.21%

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
INVESTMENT POOL									
99CAMBX\$1	CSJVRMA Inv Pool Investment Pool	2,668,048.10	Various 0.00%	28,484,631.42 28,484,631.42	10.97 0.00%	29,272,973.28 50,329.17	100.00% 788,341.86	NR / NR NR	0.00 0.00
Total Investment Pool		2,668,048.10	0.00%	28,484,631.42 28,484,631.42	0.00%	29,272,973.28 50,329.17	100.00% 788,341.86	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		2,668,048.10	0.00%	28,484,631.42 28,484,631.42	0.00%	29,272,973.28 50,329.17	100.00% 788,341.86	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						29,323,302.45			

Transaction Ledger

As of March 31, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/02/2020	99CAMBX\$1	4,801.23	CSJVRMA Inv Pool Investment Pool	10.940		52,523.22	0.00	52,523.22	0.00
Subtotal			4,801.23				52,523.22	0.00	52,523.22	0.00
TOTAL ACQUISITIONS			4,801.23				52,523.22	0.00	52,523.22	0.00
OTHER TRANSACTIONS										
Dividend	03/01/2020	99CAMBX\$1	5,326,493.74	CSJVRMA Inv Pool Investment Pool	0.000		52,523.22	0.00	52,523.22	0.00
Subtotal			5,326,493.74				52,523.22	0.00	52,523.22	0.00
TOTAL OTHER TRANSACTIONS			5,326,493.74				52,523.22	0.00	52,523.22	0.00

Income Earned

As of March 31, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
INVESTMENT POOL						
99CAMBX\$1	CSJVRMA Inv Pool	Various	28,432,108.20	52,523.23	0.00	50,329.16
	Investment Pool	Various	52,523.22	52,523.22	0.00	
		2,668,048.10	0.00	50,329.17	0.00	
			28,484,631.42	50,329.16	50,329.16	
			28,432,108.20	52,523.23	0.00	
			52,523.22	52,523.22	0.00	
			0.00	50,329.17	0.00	
Total Investment Pool		2,668,048.10	28,484,631.42	50,329.16	50,329.16	50,329.16
			28,432,108.20	52,523.23	0.00	
			52,523.22	52,523.22	0.00	
			0.00	50,329.17	0.00	
TOTAL PORTFOLIO		2,668,048.10	28,484,631.42	50,329.16	50,329.16	50,329.16

Cash Flow Report

As of March 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/01/2020	Dividend	99CAMBX\$1	5,336,096.20	CSJVRMA Inv Pool Investment Pool	0.00	50,329.15	50,329.15
APR 2020					0.00	50,329.15	50,329.15
TOTAL					0.00	50,329.15	50,329.15



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BAML 1-5 Year US Treasury/Agency Index	The ICE BAML 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: GVA0. Please visit www.mlindex.ml.com for more information)
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	The ICE BAML US Issuers 1-5 Year AAA-A US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational and corporate securities. Qualifying securities must issued from US issuers and be rated AAA through A3 (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities. (Index: GU10. Please visit www.mlindex.ml.com for more information)



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: April 20, 2020
To: Mayor McCarty and Members of the Oakdale City Council
From: Julie Christel, Council Services and Legislative Record Manager
Subject: Claim for Damage – Beverly Reikko

I. BACKGROUND

A claim for monetary reimbursement was received on March 2, 2020 from Beverly Reikko. The claim, as submitted, indicated the incident occurred September 16, 2019 and the date injuries, damages, or losses were discovered was the same day, September 16, 2019. The location of the incident was indicated as 566 Latigo Drive, #63 in Oakdale, CA.

II. DISCUSSION

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

III. FISCAL IMPACT

No fiscal impact to date.

IV. RECOMMENDATION

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

V. ATTACHMENTS

None.



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: April 20, 2020

To: Mayor McCarty and Members of the Oakdale City Council

From: Cody Bridgewater, Public Works Superintendent

Reviewed by: Jeff Gravel, Public Services Director

Subject: Consider a Resolution approving Two (2) Grant Deed Actions to Grant City property from the City of Oakdale to the City of Oakdale for Right of Way purposes and to Grant City Property to Crane Road Properties LLC for Street and Landscaping Improvements

I. BACKGROUND/DISCUSSION

Crane Road Properties, LLC is developing the vacant land at the Southeast corner of Crane Road and Greger Street. This project is known to the City as the Rose Park subdivision of Bridle Ridge. As a requirement of the project, the City is taking part in two (2) Grant Deeds. The first is a Grant Deed from the City of Oakdale to the City of Oakdale, which dedicates City owned property to City Public Right-of-Way (R.O.W.). The second, is a dedication of City Property from the City of Oakdale to Crane Road Properties, LLC for street and landscape improvements.

As a Condition of Approval, the Project Proponent (Crane Road Properties, LLC) is required to install roadway and landscaping improvements to Greger Street and Bascule Way. Roadway improvements to these segments require right-of-way dedication back to the City of Oakdale.

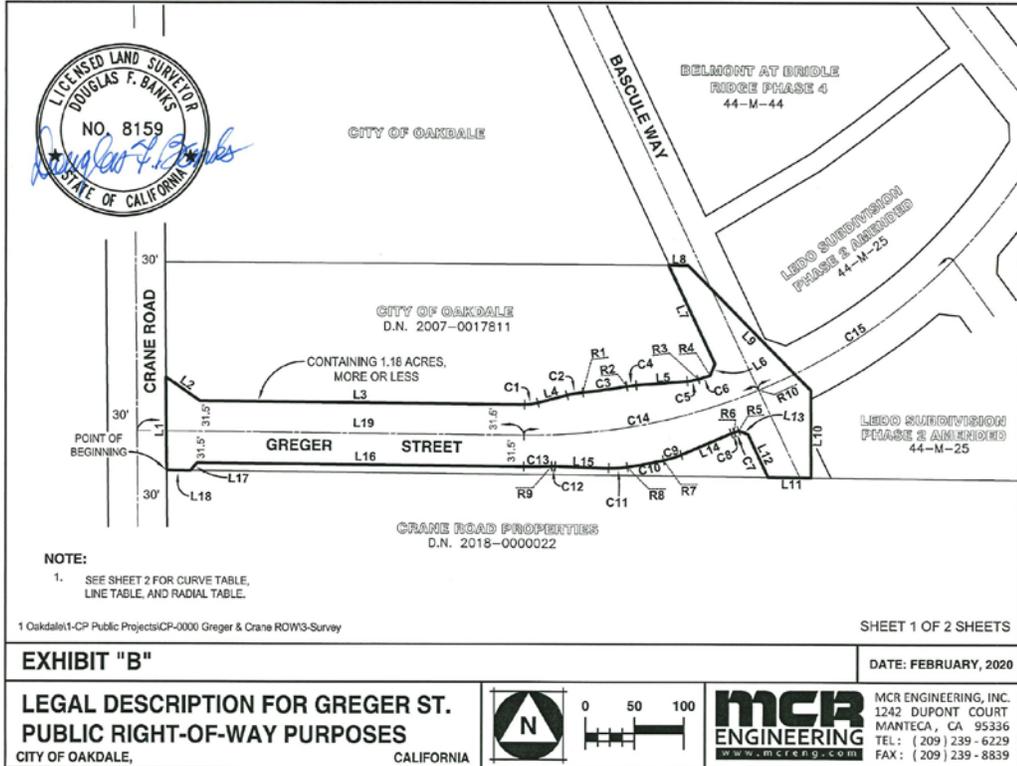
The images on the following page illustrate the areas requiring action.



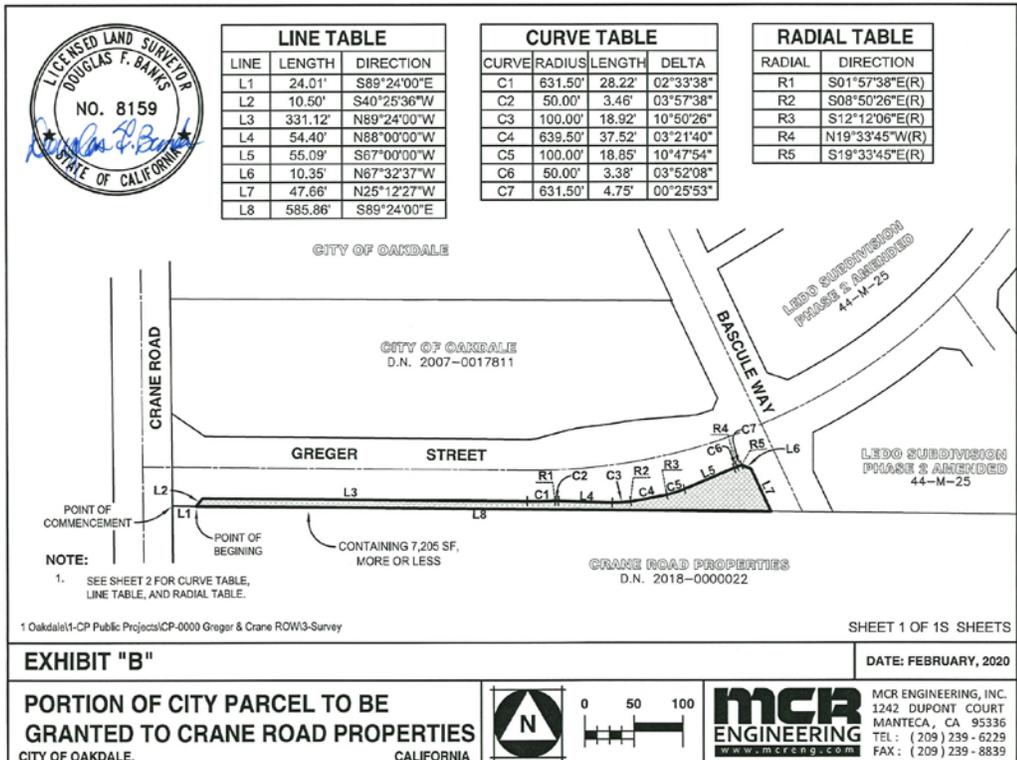
CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: City of Oakdale Grant Deeds Greger
MEETING DATE: April 20, 2020

City of Oakdale Property to City of Oakdale Right-of-Way



City of Oakdale Property to Crane Road Properties, LLC





CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: City of Oakdale Grant Deeds Greger
MEETING DATE: April 20, 2020

II. FISCAL IMPACT

There is no Fiscal Impact.

III. RECOMMENDATION

Staff recommends that the City Council adopt the Resolution approving Two (2) Grant Deed Actions to Grant City property from the City of Oakdale to the City of Oakdale for Right-of-Way purposes and to Grant City Property to Crane Road Properties LLC for Street and Landscaping Improvements.

IV. ATTACHMENTS

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



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

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
TO APPROVE TWO (2) GRANT DEED ACTIONS TO GRANT CITY PROPERTY
FORM THE CITY OF OAKDALE TO THE CITY OF OAKDALE FOR RIGHT-OF-WAY
PURPOSES AND TO GRANT CITY PROPERTY TO CRANE ROAD PROPERTIES
LLC FOR STREET AND LANDSCAPING IMPROVEMENTS**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Crane Road Properties, LLC is developing the vacant land at the Southeast corner of Crane Road and Greger Street; and,

WHEREAS, as a requirement of the project, the City is taking part in two (2) Grant Deeds; and,

WHEREAS, the first is a Grant Deed from the City of Oakdale to the City of Oakdale, which dedicates City owned property to City Right-of-Way (R.O.W.); and,

WHEREAS, the second, is a dedication of City Property from the City of Oakdale to Crane Road Properties, LLC for street and landscape improvements.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby approves two (2) Grant Deed Actions to Grant City property from the City of Oakdale to the City of Oakdale for Right-of-Way purposes and to grant City Property to Crane Road Properties LLC for Street and Landscaping Improvements.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 20th DAY OF APRIL, 2020, by the following vote:

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

SIGNED:

J.R. McCarty, Mayor

ATTEST:

Rouzé Roberts, City Clerk



OFFICE OF COUNTY CLERK-RECORDER

DONNA LINDER
County Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

March 17, 2020

City of Oakdale
Office of the City Clerk
280 North Third Avenue
Oakdale, CA 95361

COUNTY CLERK-RECORDER DIVISIONS:

Clerk: PO Box 1670, Modesto, CA 95353
Telephone: 209.525.5260
Facsimile: 209.525-5804
Recorder: PO Box 1008, Modesto, CA 95353
Telephone: 209.525.5270
Facsimile: 209.525-5804

RETURNED UNRECORDED

RE: Grant Deed - City of Oakdale

The above referenced document is returned unrecorded for the reason(s) indicated below:

- Checkboxes for reasons: The correct fee amount for enclosed recording(s); Preliminary Change of Ownership form omitted; Notary seal is not legible; Property described is not located in Stanislaus County; Please complete the enclosed required cover sheet; Your check number is enclosed; Building Homes and Jobs Act tax omitted; Other: Any attachments that are referenced within the body of the document must be attached. Exhibit "C" is referenced but not attached.

If you have any questions regarding this letter, please contact the County Clerk-Recorder Office at: 209-525-5279.

Sincerely,

DONNA LINDER, COUNTY CLERK-RECORDER

By Rebecca Bacon
Rebecca Bacon, Deputy Recorder

Enclosures:

RECORDING REQUESTED BY

CITY OF OAKDALE

AND WHEN RECORDED MAIL TO:

CITY OF OAKDALE
ATTN: ROUZE' ROBERTS, CITY CLERK
280 N. THIRD AVENUE
OAKDALE, CA 95361

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: PORTION OF 063-073-012-000

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00

() computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area:

(X) City of Oakdale

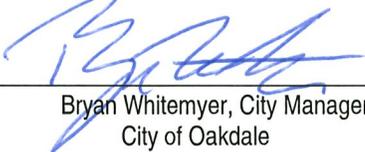
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
that **City of Oakdale, a municipal corporation**

hereby GRANTS to

City of Oakdale, a municipal corporation, all rights and interests to the following fee title parcel of land, all in the City of Oakdale, County of Stanislaus, State of California, for public right-of-way purposes described as:

**** See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for full legal description and Exhibit "C" attached hereto and made a part hereof for City Council approval by Resolution ****

Dated: 3-2-2020

By: 
Bryan Whitemyer, City Manager
City of Oakdale
A.K.A. Bryan Michael Whitemyer

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

SAME AS ABOVE

Name	Street Address	City & State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Stanislaus)

On March 2, 2020 before me, Julie Faith Christel, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Bryan Michael Whitmyer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Julie Faith Christel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR PUBLIC STREET AND RIGHT-OF-WAY PURPOSES

A portion of the land deeded to the City of Oakdale, as described in that certain Grant Deed recorded February 9, 2007 in Document No. 2007-0017811-00 of Official Records, hereinafter referred to as the City Parcel, Stanislaus County Records, lying within a portion of the south half (S 1/2) of Section 21, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, situate in the City of Oakdale, Stanislaus County, State of California, being more particularly described as follows:

BEGINNING at the southwest (SW) corner of said City Parcel, also being a point on the east right-of-way line of Crane Road, said point being 30.00 feet east (measured at right angles) of the centerline of said Crane Road, also being the northwest (NW) corner of the land deeded to Crane Road Properties, LLC, a California Limited Liability Company as described in that certain Grant Deed recorded January 2, 2018 in Document No. 2018-0000022-00, Stanislaus County Records; thence along said east right-of-way line, North 00°31'35" West, 94.61 feet; thence leaving said east right-of-way line, the following twelve (12) courses: (1) South 55°10'32" East, 41.83 feet; (2) South 89°24'00" East, 329.13 feet; (3) along an arc of a tangent curve concave to the northwest, having a radius of 50.00 feet, a central angle of 15°36'00" and an arc length of 13.61 feet; (4) North 75°00'00" East, 30.34 feet; (5) along an arc of a tangent curve concave to the southeast, having a radius of 100.00 feet, a central angle of 09°32'11" and an arc length of 16.64 feet; (6) along an arc of a tangent reverse curve concave to the northwest from a radial line bearing South 05°27'49" East, having a radius of 558.50 feet, a central angle of 04°36'11" and an arc length of 44.87 feet; (7) along an arc of a tangent reverse curve concave to the southeast from a radial line bearing North 10°04'00" West, having a radius of 100.00 feet, a central angle of 05°34'00" and an arc length of 9.72 feet; (8) North 85°30'00" East, 51.96 feet; (9) along an arc of a tangent curve concave to the northwest, having a radius of 50.00 feet, a central angle of 12°54'34" and an arc length of 11.27 feet; (10) along an arc of a tangent compound curve concave to the northwest from a radial line bearing South 17°24'34" East, having a radius of 568.50 feet, a central angle of 01°16'26" and an arc length of 12.64 feet; (11) North 22°48'19" East, 12.71 feet; and (12) North 25°12'27" West, 111.44 feet to the north line of said City Parcel; thence along said north line, South 89°43'00" East, 19.71 feet to the northeast corner of said City Parcel; thence along the east line of said City Parcel the following two (2) courses: (1) South 44°25'53" East, 178.79 feet; and (2) South 00°11'25" East, 88.81 feet to the southeast corner of said City Parcel; thence along the south line of said City Parcel, North 89°24'00" West, 43.43 feet; thence leaving said south line the following thirteen (13) courses: (1) North 25°12'27" West, 47.66 feet; (2) North 67°32'37" West, 10.35 feet; (3) along an arc of a non-tangent curve concave to the northwest from a radial line bearing South 19°33'45" East, having a radius of 631.50 feet, a central angle of 00°25'53" and an arc length of 4.75 feet; (4) along an arc of a tangent reverse curve concave to the southeast from a radial line bearing North 19°33'45" West, having a radius of 50.00 feet, a central angle of 03°52'08" and an arc length of 3.38 feet; (5) South 67°00'00" West, 55.09 feet; (6) along an arc of a tangent curve concave to the northwest, having a radius of 100.00 feet, a central angle of 10°47'54" and an arc length of 18.85 feet; (7) along an arc of a tangent compound curve concave to the northwest from a radial line bearing South 12°12'06" East, having a radius of 639.50 feet, a central angle of 03°21'40" and an arc length of 37.52 feet; (8) along an arc of a tangent compound curve concave to the northwest from a radial line bearing South 08°50'26" East, having a radius of 100.00 feet, a central angle of 10°50'26" and an arc length of 18.92 feet; (9) North 88°00'00"

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR PUBLIC STREET AND RIGHT-OF-WAY PURPOSES**

West, 54.40 feet; (10) along an arc of a tangent curve concave to the southeast, having a radius of 50.00 feet, a central angle of 03°57'38" and an arc length of 3.46 feet; (11) along an arc of a tangent reverse curve concave to the northwest from a radial line bearing South 01°57'38" East, having a radius of 631.50 feet, a central angle of 02°33'38" and an arc length of 28.22 feet; (12) North 89°24'00" West, 331.12 feet; and (13) South 40°25'36" West, 10.50 feet to the south line of said City Parcel; thence along said south line, North 89°24'00" West, 24.01 feet to the POINT OF BEGINNING.

Containing 1.18 acres, more or less.

Subject to all easements and/or rights-of-way of record.

A plat (Exhibit "B") showing the above described area is attached hereto and made a part thereof.

END OF DESCRIPTION

Dated: 2.21.2020





CITY OF OAKDALE

BELMONT AT BRIDLE
RIDGE PHASE 4
44-M-44

LEDO SUBDIVISION
PHASE 2 AMENDED
44-M-25

LEDO SUBDIVISION
PHASE 2 AMENDED
44-M-25

CRANE ROAD

CITY OF OAKDALE
D.N. 2007-0017811

CONTAINING 1.18 ACRES,
MORE OR LESS

GREGER STREET

CRANE ROAD PROPERTIES
D.N. 2018-0000022

POINT OF
BEGINNING

30'

30'

30'

L8

L7

R1

R2

R3

R4

C1

C2

C3

C4

C5

C6

L1

L2

L3

L4

L5

L6

R5

R6

R7

R8

R9

C7

C8

C9

C10

C11

C12

C13

C14

C15

C16

C17

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R17

R18

R19

R20

R21

R22

R23

R24

R25

R26

R27

R28

R29

R30

BASCULE WAY

NOTE:

- SEE SHEET 2 FOR CURVE TABLE,
LINE TABLE, AND RADIAL TABLE.

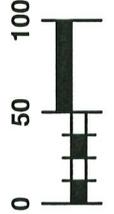
1 Oakdale\1-CP Public Projects\CP-0000 Greger & Crane ROW\3-Survey

SHEET 1 OF 2 SHEETS

EXHIBIT "B"

**LEGAL DESCRIPTION FOR GREGER ST.
PUBLIC RIGHT-OF-WAY PURPOSES**

CITY OF OAKDALE,
CALIFORNIA



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

DATE: FEBRUARY, 2020

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	94.61'	N00°31'35"W
L2	41.83'	S55°10'32"E
L3	329.13'	S89°24'00"E
L4	30.34'	N75°00'00"E
L5	51.96'	N85°30'00"E
L6	12.71'	N22°48'19"E
L7	111.44'	N25°12'27"W
L8	19.71'	S89°43'00"E
L9	178.79'	S44°25'53"E
L10	88.81'	S00°11'25"E
L11	43.43'	N89°24'00"W
L12	47.66'	N25°12'27"W
L13	10.35'	N67°32'37"W
L14	55.09'	S67°00'00"W
L15	54.40'	N88°00'00"W
L16	331.12'	N89°24'00"W
L17	10.50'	S40°25'36"W
L18	24.01'	N89°24'00"W
L19	422.64'	N89°24'00"W

RADIAL TABLE	
RADIAL	DIRECTION
R1	S05°27'49"E(R)
R2	N10°04'00"W(R)
R3	S17°24'34"E(R)
R4	S17°24'34"E(R)
R5	S19°33'45"E(R)
R6	N19°33'45"W(R)
R7	S12°12'06"E(R)
R8	S08°50'26"E(R)
R9	S01°57'38"E(R)
R10	S22°42'35"E(R)

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	50.00'	13.61'	15°36'00"
C2	100.00'	16.64'	09°32'11"
C3	558.50'	44.87'	04°36'11"
C4	100.00'	9.72'	05°34'00"
C5	50.00'	11.27'	12°54'34"
C6	568.50'	12.64'	01°16'26"
C7	631.50'	4.75'	00°25'53"
C8	50.00'	3.38'	03°52'08"
C9	100.00'	18.85'	10°47'54"
C10	639.50'	37.52'	03°21'40"
C11	100.00'	18.92'	10°50'26"
C12	50.00'	3.46'	03°57'38"
C13	631.50'	28.22'	02°33'38"
C14	600.00'	283.98'	27°07'04"
C15	600.00'	199.13'	03°48'29"

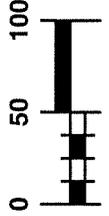
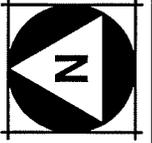
J:\Dropbox (MCR Engineering)\MCR Municipal\1 Oakdale\1-CP Public Projects\CP-0000 Greger & Crane ROW\3-Survey

SHEET 2 OF 2 SHEETS

EXHIBIT "B"

**LEGAL DESCRIPTION FOR GREGER ST.
PUBLIC RIGHT-OF-WAY PURPOSES**

CITY OF OAKDALE, CALIFORNIA



mcr
ENGINEERING
www.mcreng.com

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

DATE: FEBRUARY, 2020

RECORDING REQUESTED BY

CITY OF OAKDALE

AND WHEN RECORDED MAIL TO:

CITY OF OAKDALE
ATTN: ROUZE' ROBERTS, CITY CLERK
280 N. THIRD AVENUE
OAKDALE, CA 95361

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: PORTION OF 063-073-012-000

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00

() computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Oakdale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
that **City of Oakdale, a municipal corporation**

hereby GRANTS to

Crane Road Properties, LLC, a California limited liability company, all rights, fee title and interests to the following
parcel of land, all in the City of Oakdale, County of Stanislaus, State of California, described as follows:

***** See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for full legal description and Exhibit "C"
attached hereto and made a part hereof for City Council approval by Resolution *****

Dated: _____

By: _____

Bryan Whitemyer, City Manager
City of Oakdale

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED
ABOVE.

SAME AS ABOVE

Name

Street Address

City & State

GENERAL ACKNOWLEDGEMENT

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)ss
County of Stanislaus)

On this _____ day of _____ 2020,

before me, _____, a Notary Public, personally appeared

_____ ,

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

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

WITNESS my hand and official seal.

(This area for official notarial seal)

Notary's Signature

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION CITY PARCEL

A portion of the land deeded to the City of Oakdale, as described in that certain Grant Deed recorded February 9, 2007 in Document No. 2007-0017811-00 of Official Records, hereinafter referred to as the City Parcel, Stanislaus County Records, lying within a portion of the south half (S 1/2) of Section 21, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, situate in the City of Oakdale, Stanislaus County, State of California, being more particularly described as follows:

COMMENCING at the southwest (SW) corner of said City Parcel, also being a point on the east right-of-way line of Crane Road, said point being 30.00 feet east (measured at right angles) of the centerline of said Crane Road, also being the northwest (NW) corner of the land deeded to Crane Road Properties, LLC, a California Limited Liability Company as described in that certain Grant Deed recorded January 2, 2018 in Document No. 2018-0000022-00, Stanislaus County Records; thence along the south line of said City Parcel, South 89°24'00" East, 24.01 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, continuing along said south line, South 89°24'00" East, 585.86 feet to the westerly right-of-way line of Bascule Way; thence along said westerly right-of-way line the following two (2) courses: (1) North 25°12'27" West, 47.66 feet; and (2) North 67°32'37" West, 10.35 feet to a point on the south right-of-way line of Greger Street; thence along said south right-of-way line the following eleven (11) courses: (1) along an arc of a non-tangent curve concave to the northwest from a radial line bearing South 19°33'45" East, having a radius of 631.50 feet, a central angle of 00°25'53" and an arc length of 4.75 feet; (2) along an arc of a tangent reverse curve concave to the southeast from a radial line bearing North 19°33'45" West, having a radius of 50.00 feet, a central angle of 03°52'08" and an arc length of 3.38 feet; (3) South 67°00'00" West, 55.09 feet; (4) along an arc of a tangent curve concave to the northwest, having a radius of 100.00 feet, a central angle of 10°47'54" and an arc length of 18.85 feet; (5) along an arc of a tangent compound curve concave to the northwest from a radial line bearing South 12°12'06" East, having a radius of 639.50 feet, a central angle of 03°21'40" and an arc length of 37.52 feet; (6) along an arc of a tangent compound curve concave to the northwest from a radial line bearing South 08°50'26" East, having a radius of 100.00 feet, a central angle of 10°50'26" and an arc length of 18.92 feet; (7) North 88°00'00" West, 54.40 feet; (8) along an arc of a tangent curve concave to the southeast, having a radius of 50.00 feet, a central angle of 03°57'38" and an arc length of 3.46 feet; (9) along an arc of a tangent reverse curve concave to the northwest from a radial line bearing South 01°57'38" East, having a radius of 631.50 feet, a central angle of 02°33'38" and an arc length of 28.22 feet; (10) North 89°24'00" West, 331.12 feet; and (11) South 40°25'36" West, 10.50 feet to the POINT OF BEGINNING.

Containing 7,205 square feet, more or less.

Subject to all easements and/or rights-of-way of record.

A plat (Exhibit "B") showing the above described area is attached hereto and made a part thereof.

END OF DESCRIPTION

Dated: 2.24.2020

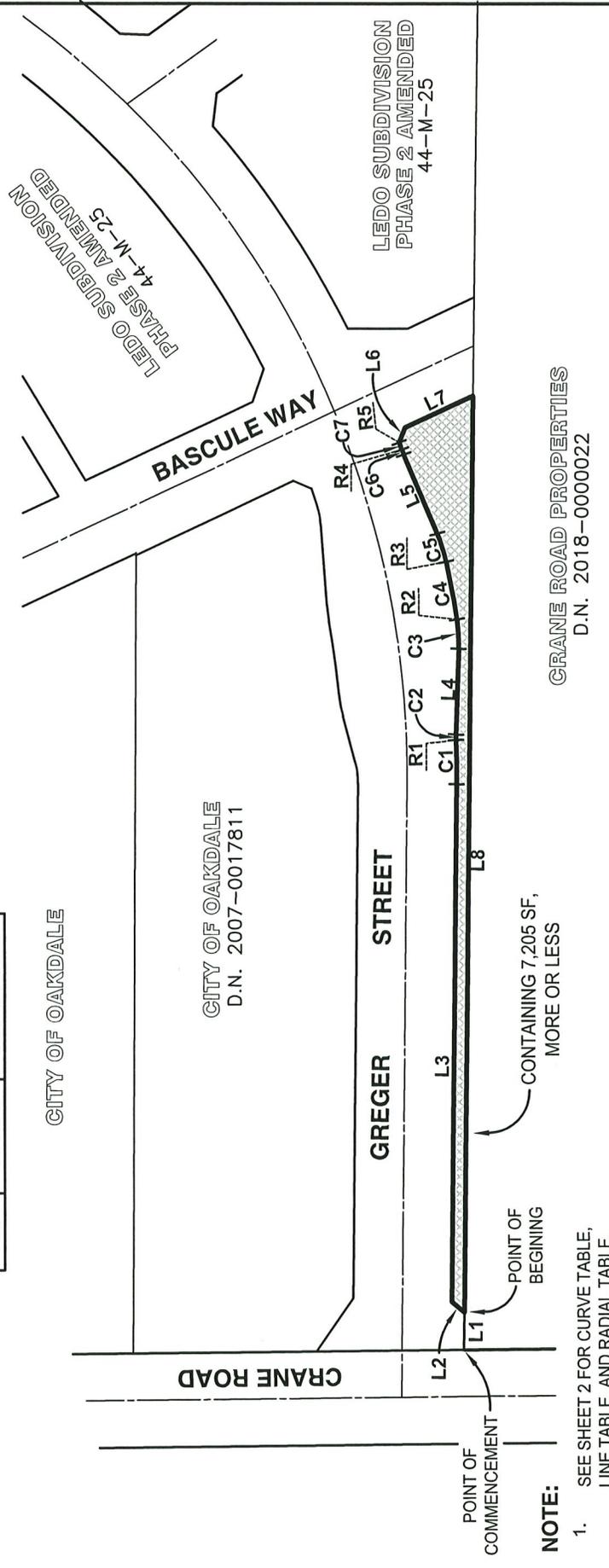




LINE TABLE		
LINE	LENGTH	DIRECTION
L1	24.01'	S89°24'00"E
L2	10.50'	S40°25'36"W
L3	331.12'	N89°24'00"W
L4	54.40'	N88°00'00"W
L5	55.09'	S67°00'00"W
L6	10.35'	N67°32'37"W
L7	47.66'	N25°12'27"W
L8	585.86'	S89°24'00"E

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	631.50'	28.22'	02°33'38"
C2	50.00'	3.46'	03°57'38"
C3	100.00'	18.92'	10°50'26"
C4	639.50'	37.52'	03°21'40"
C5	100.00'	18.85'	10°47'54"
C6	50.00'	3.38'	03°52'08"
C7	631.50'	4.75'	00°25'53"

RADIAL TABLE	
RADIAL	DIRECTION
R1	S01°57'38"E(R)
R2	S08°50'26"E(R)
R3	S12°12'06"E(R)
R4	N19°33'45"W(R)
R5	S19°33'45"E(R)



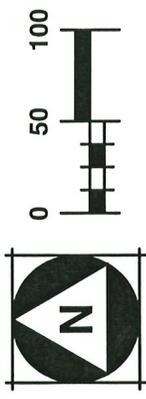
NOTE:
1. SEE SHEET 2 FOR CURVE TABLE, LINE TABLE, AND RADIAL TABLE.

1 Oakdale\1-CP Public Projects\CP-0000 Greger & Crane ROW\3-Survey

SHEET 1 OF 1S SHEETS

EXHIBIT "B"

PORTION OF CITY PARCEL TO BE GRANTED TO CRANE ROAD PROPERTIES
CITY OF OAKDALE, CALIFORNIA



MCR ENGINEERING
www.mcreng.com

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

DATE: FEBRUARY, 2020

CRANE ROAD PROPERTIES
D.N. 2018-0000022

CITY OF OAKDALE

CITY OF OAKDALE
D.N. 2007-0017811

LEDO SUBDIVISION
PHASE 2 AMENDED
44-M-25

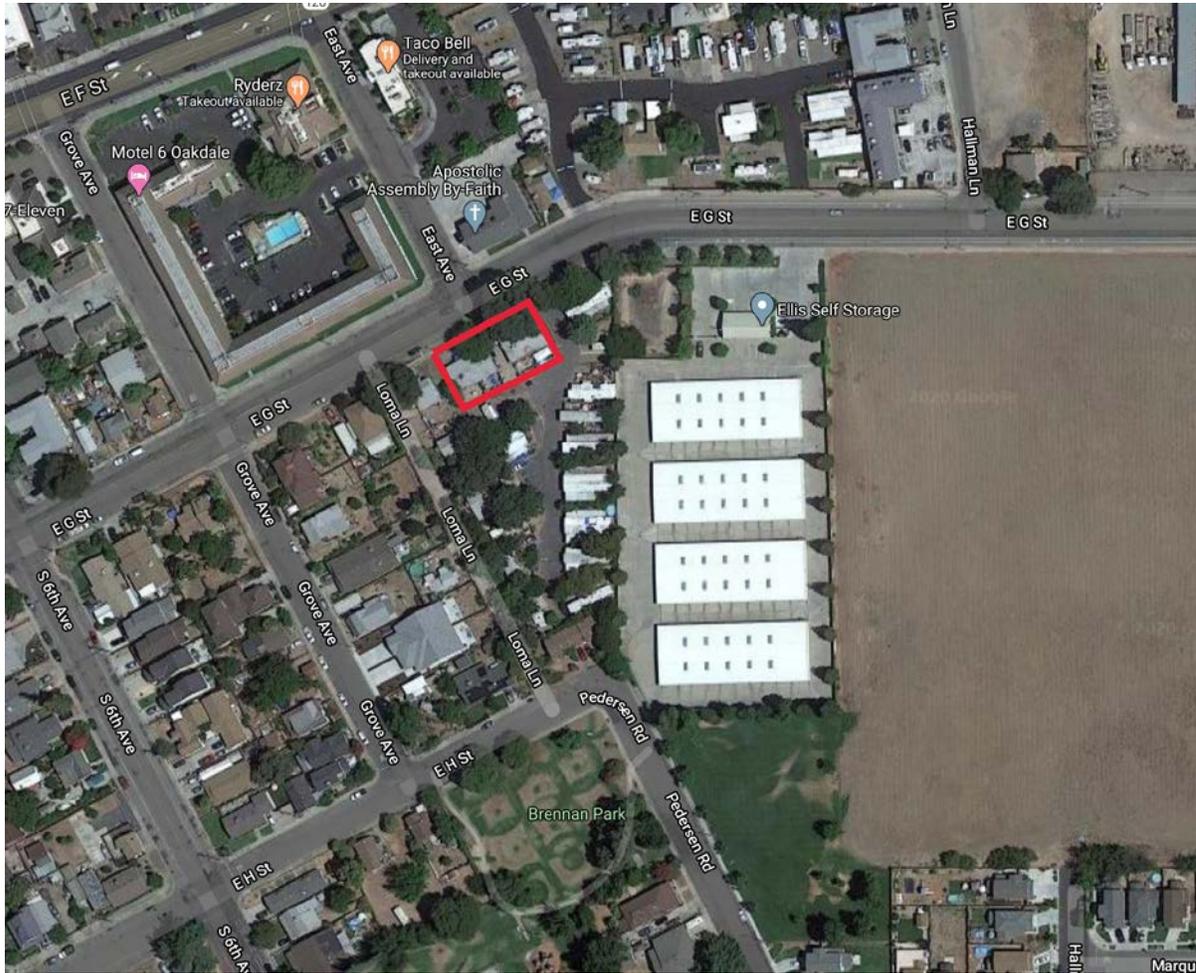
LEDO SUBDIVISION
PHASE 2 AMENDED
44-M-25



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Subdivision Improvement Agreement and Final Subdivision Map for the Villa Loma Phase I Subdivision
MEETING DATE: April 20, 2020

Villa Loma Subdivision Location:



II. DISCUSSION

As a condition of approval, Loma La, LLC is required to take part in a Subdivision Improvement Agreement to ensure improvements are completed to the satisfaction of the City and in a timely manner. The Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. The estimated total cost of the public improvements is \$71,821 and which includes curb, gutter and sidewalk improvements.

In addition, as part of the Subdivision Improvement Agreement, Loma La, LLC has provided the City with bonds in accordance with Section 31-79 of the Municipal Code:

Performance Bond (100% of Engineer's Estimate):	\$71,821.20
Labor Materials (50% of Engineer's Estimate):	\$35,910.60
Monumentation (\$300 per lot):	\$600.00



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Subdivision Improvement Agreement and Final Subdivision Map for the Villa Loma Phase I Subdivision
MEETING DATE: April 20, 2020

In order for the City to “call” bonds associated with these improvements, a Subdivision Improvement Agreement must be authorized by the City Council and the Agreement must be recorded with the County Clerk Recorder. The Final Subdivision 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.

California Environmental Quality Act (CEQA):

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

III. FISCAL IMPACT

There is no impact to the General Fund for maintenance associated with the Public Improvements.

This subdivision was annexed into Community Facilities District No. 2007-1 and 2015-1 at the September 19th, 2019. The CFD will help maintain newly developed public improvements.

IV. RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute a Subdivision Improvement Agreement (SIA) for the Villa Loma Phase I Subdivision and authorizing the City Clerk to File the SIA and Final Subdivision Map with the County Clerk Recorder’s Office.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-__
Attachment B: Subdivision Improvement Agreement
Attachment C: Final Subdivision Map



ATTACHMENT A

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

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR THE
VILLA LOMA PHASE I SUBDIVISION AND AUTHORIZING THE CITY CLERK
TO FILE THE SIA AND FINAL SUBDIVISION MAP WITH THE
COUNTY CLERK RECORDER'S OFFICE**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Tentative Subdivision Map, Planned Development No. 2005-02 was approved by the City Council on July 2, 2008. Loma La, LLC is developing the Villa Loma Phase I Subdivision, being 2 single-family residential lots on "G" Street between Loma Lane and East Avenue; and,

WHEREAS, the Project includes Public Improvements consisting of curb, gutter and sidewalk; and,

WHEREAS, in order for the City to "call" bonds associated with these improvements, a Subdivision Improvement Agreement must be authorized by the City Council and the Agreement must be recorded with the County Clerk Recorder; and,

WHEREAS, there is no impact to the General Fund for maintenance associated with the Public Improvements.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby authorizes the City Manager to execute a Subdivision Improvement Agreement (SIA) for the Villa Loma Phase I Subdivision and authorizes the City Clerk to File the SIA and Final Subdivision Map with the County Clerk Recorder's Office.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 20th DAY OF APRIL, 2020, by the following vote:

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

SIGNED:

J.R. McCarty, Mayor

ATTEST:

Rouzé Roberts, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: 3-27-2020

NAME OF SUBDIVIDER: Loma La, LLC
(Referred to as "SUBDIVIDER")

NAME OF SUBDIVISION: Loma Lane
(Referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION
OF APPROVAL NO: 2008-11
(Referred to as "RESOLUTION OF APPROVAL")

IMPROVEMENT PLANS: Loma Lane Subdivision
(Referred to as "IMPROVEMENT PLANS")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 71,821

ESTIMATED TOTAL COST OF MONUMENTATION: \$ 600.00 (\$300/lot)

SURETY: Performance, Labor and Materials, Monumentation
(Referred to as "SURETY" and is incorporated into this agreement by reference)

BOND NOS: 60005074

This agreement is made and entered into as of the Effective Date by and between the CITY OF OAKDALE, a California municipal corporation (hereinafter referred to as "CITY"), and the SUBDIVIDER (the "Agreement").

RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California (Government Code section 66410 et seq.) and the CITY'S ordinances and regulations relating to the filing, approval and recordation of subdivision maps (the "Final Map"). 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 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.

- C. The Subdivision Laws establish as a condition precedent to the approval of a Final Map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or; (b) have entered into an agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. SUBDIVIDER intends to install and complete, at SUBDIVIDER'S own expense, all the public improvement work required by CITY in connection with the SUBDIVISION. SUBDIVIDER has secured this Agreement by noting on the Final Map that building permits applications will not be submitted to the City until all Improvements, as defined below, have been constructed
- E. Improvement Plans for the construction, installation and completion of the Improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The proposed Improvement Plans are on file in the CITY's Department of Public Works and are hereby incorporated into this Agreement. All references in this Agreement to the Improvement Plans shall also include reference to any specifications for the Improvements as approved by the City Engineer.
- F. An estimate of the cost of construction of the public improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.
- G. SUBDIVIDER hereby intends to enter into this Agreement to complete the Subdivision's public improvements and land development within the term specified herein.
- H. By entering into this Agreement, SUBDIVIDER intends to provide security to CITY to ensure the performance of certain obligations and conditions of approval related to the Final Map and Resolution of Approval.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUBDIVIDER and CITY agree as follows:

AGREEMENT

1. SUBDIVIDER'S Obligations to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, 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 (collectively, the "Improvements"):

<u>IMPROVEMENT</u>	<u>DEADLINE DATE</u>
All improvements shown in the Improvement Plans	24 Months After Recordation

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

- d. Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements, and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. The SUBDIVIDER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the SUBDIVISION.
 - e. Commence construction of the Improvements by the time established in Section 21 of this agreement and complete the Improvements by the deadline stated in Paragraph 1(b). above, unless a time extension is granted by the CITY as authorized in Section 21. The construction of Improvements are not deemed complete until the City Council accepts them as provided in Section 16.
 - f. Install all SUBDIVISION monuments and stakes as specified on the Final Map for the SUBDIVISION and as required by law, and place all street signs at intersections prior to acceptance of the Improvements by the CITY.
 - g. Install street name signs conforming to CITY standards. If permanent street name signs have not been installed before acceptance of the Improvements by the CITY, SUBDIVIDER shall install temporary street name signs according to such conditions as the City Engineer may require.
 - h. Note on the Final Map for the SUBDIVISION that SUBDIVIDER agrees to comply with the recorded Resolution of Approval prior to application of a building permit to construct any residences within Phase II.
 - i. Record an amended Final Map after complying with the recorded Resolution of Approval.
 - j. Submit final Improvement Plans and financial guaranty conforming to City standards if the Improvements have not been completed.
2. Term. This Agreement shall become effective on the date that both SUBDIVIDER and CITY have executed this Agreement ("Effective Date"), and shall terminate only after the release of all Securities, unless this Agreement is terminated in writing, signed and notarized by CITY and SUBDIVIDER and recorded (the "Term").
3. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land development work contemplated by this agreement is to

be constructed or installed on land not owned by SUBDIVIDER, no construction or installation shall be commenced before:

- a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
- b. The dedication to, and acceptance by, the CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
- c. The issuance of a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section 1 shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

4. Securities. SUBDIVIDER shall, prior to commence of construction of the Improvements, secure this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY by providing the following (“collectively, the “Securities”):
 - a. Performance Security. An amount determined by the City Engineer to assure faithful performance of this Agreement in an amount of one hundred percent (100%) of the total estimated cost of the Improvements (“Performance Security”).
 - b. Payment Security. An additional amount determined by the City Engineer not to be less than fifty percent (50%) of the total estimated cost of Improvements 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 (“Payment Security”).
 - c. Warranty. An additional amount of twenty-five percent (25%) of the estimated costs of Improvements to guarantee or warranty the work done pursuant to this Agreement against any defective work or labor done or defective materials furnished, for a period of one year following acceptance thereof by CITY (“Warranty”). The City Council shall issue a final acceptance of the Improvements made pursuant to this Agreement. 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. If SUBDIVIDER fails to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (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. If CITY determines that a repair is urgent and 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.

- d. Subdivision Monuments. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of Three Hundred Dollars (\$300) per lot for setting subdivision monuments, as stated previously in this Agreement.

The required Securities shall be kept on file with the City Clerk. If any of the Securities are 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.

5. Alterations to Improvement Plans.

- a. Any changes, alterations or additions to the Improvement Plans and specifications or to the Improvements, not exceeding ten percent (10%) of the original estimated cost of the improvement, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the obligation of SUBDIVIDER to provide the Securities. In the event such changes, alterations, or additions exceed ten percent (10%) of the original estimated cost of the Improvement, SUBDIVIDER shall provide a Performance Security for one hundred percent (100%) of the total estimated cost of the as changed, altered, or amended, Improvement minus any completed partial releases allowed by Section 7.
- b. SUBDIVIDER shall construct the Improvements in accordance with the CITY standards in effect at the time of Final Map recording. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or Federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the Improvements, CITY may apply the standards in effect at the time of the extension.

6. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the Improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work the SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and CITY standards. SUBDIVIDER shall pay to CITY the actual cost of all inspection, administration testing and certification services furnished by the CITY in connection with this agreement including those performed by consultants under the contract with the CITY. SUBDIVIDER shall deposit an inspection deposit of Seven Thousand One Hundred Eighty-Two Dollars and 20/100 (\$7,182.12) with CITY prior to commencement of construction.

7. Release of Securities. The Securities shall be released as follows:
 - a. The Performance Security shall be released upon the final completion and acceptance of the act or work, subject to the provisions of Paragraph (b) hereof.
 - b. The City Engineer may release a portion of the Performance Security as the improvement progresses upon application therefore by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total given for the Performance Security. In any event, the Performance Security shall not be reduced to an amount less than fifty percent (50%) of the total Performance Security until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
 - c. The Payment Security shall, six months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens 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 Payment Security. The balance of the Payment Security shall be released upon the settlement of all claims and obligations for which the Payment Security was given.
 - d. No Warranty shall be released until the expiration of the warranty period and until any claims filed during the warranty period specified in Section 4

have been settled. As provided in Section 4, 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 of the Securities released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.
8. 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.
 9. Permits. 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.
 10. Default of SUBDIVIDER.
 - a. Breach. SUBDIVIDER shall be deemed to have materially breached this Agreement based on, but not limited to, any of the following occurrences: (i) failure to timely commence construction of Improvements (ii) failure to timely complete construction of the Improvements; (iii) failure to timely cure any defect in the Improvements to the satisfaction of the City Engineer; (iv) failure to timely deposit additional Securities as may be required by this Agreement; (v) 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 thirty (30) days; (vi) the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in-lieu or in avoidance of foreclosure; or (vii) failure to perform any material obligation under this Agreement.
 - b. Notice of Breach; Default. In the event of any material breach of this Agreement, City may serve written notice upon SUBDIVIDER and SUBDIVIDER's surety, if any, of the breach. SUBDIVIDER shall have twenty (20) days from receipt of written notice by City to cure any breach. If the breach is not cured, or significant progress towards curing the breach is not made, SUBDIVIDER shall be in default.

- c. Remedies; Performance by City.
- i. In the event of SUBDIVIDER's default under this Agreement, and the applicable cure period set forth in this Paragraph has expired without such default having been cured, City may thereafter deliver a notice of default to SUBDIVIDER and SUBDIVIDER's surety, if any. If the default remains uncured within twenty (20) calendar days from receipt of the written notice of breach, SUBDIVIDER authorizes City to complete all work on the Improvements at the sole expense of SUBDIVIDER, and SUBDIVIDER authorizes to utilize the Securities to complete all work on the Improvements and to pay all labor costs of contractors, subcontractors and workers related to the Improvements. In the event of default of this Agreement, or abandonment of the Subdivision, City may take over the Improvements and prosecute them to completion, by contract or by any other method City may deem advisable, at the expense of SUBDIVIDER, and SUBDIVIDER shall be liable to City for any excess cost or damages incurred by City. In the event City takes over the Improvements or prosecutes the same to completion, City, without liability for so doing, may take possession of, and utilize such materials, appliances, equipment, plant and other property belonging to SUBDIVIDER as may be necessary for completion of the Improvements.
 - ii. City reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. The right of City to draw upon or utilize the Securities is additional to and not in-lieu of any other remedy available to City.
 - iii. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to City, and is not required to implement other available remedies. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's default shall be at the discretion of City
 - iv. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to costs of suit and attorney's fees, costs of Improvements in the event of failure of performance, and all administrative costs. Such costs and fees shall be a proper charge against the Securities of SUBDIVIDER.

- v. The failure of City to take an enforcement action with respect to a default or breach, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.
 - d. Lien. In accordance with the Subdivision Laws (Government Code section 66499), the recordation of this Agreement creates a lien attached to the property underlying the Subdivision and has the priority of a judgment lien in the amount necessary to complete the Improvements.
11. SUBDIVIDER Not Agent of City. 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.
 12. 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.
 13. 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 apportionment.
 14. SUBDIVIDER'S Obligation to Warn Public During Construction. Until final acceptance of the Improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous condition.
 15. Vesting of Ownership. Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the Improvements constructed pursuant to this agreement shall vest in CITY.
 16. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements. The City Council shall act upon

the Engineer's recommendation within thirty (30) days from the date the City Engineer certifies that the work has been finally completed. Such acceptance shall not constitute a waiver of defects by CITY.

17. Indemnity/Hold Harmless. SUBDIVIDER hereby warrants that the design and construction of the Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. CITY or any officer, agent, contractor, volunteer, or employee ("CITY's AGENTS") thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees in the performance of this agreement. SUBDIVIDER further agrees to protect, indemnify, defend and hold harmless CITY and CITY's AGENTS from any and all claims, demands, causes of action, liability, attorneys' fees or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents or employees in the performance of this agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to defend and hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision and the Improvements, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by the CITY of the Improvements shall not constitute an assumption by the CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the subdivision or the Improvements pursuant to the approved Improvement Plans or Final Map, regardless of any negligent action or inaction taken by CITY or CITY's AGENTS in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER and submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the Improvements, SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten years (10) following the acceptance by CITY of the 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 and CITY'S AGENTS 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 Performance Security shall not be required to cover the provisions of this Section.

18. Proof of Insurance. 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.
19. 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 Section 17 for the work or Improvements done by SUBDIVIDER.
20. Time of the Essence. Time is of the essence of this Agreement.
21. Time for Commencement of Work/Time Extensions. SUBDIVIDER shall commence substantial construction of the Improvements required by this Agreement not later than nine months prior to the time for completion. In the event good cause exists as determined by the City Council, the time for commencement of construction or completion of the Improvements hereunder may be extended. The extension shall be made by writing approved by the City Council. Any such extension may be granted without notice to SUBDIVIDER'S Surety and shall not affect the validity of this Agreement or release the Securities. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, or by an act of God, which SUBDIVIDER could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, or by strikes,

boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Council may require SUBDIVIDER to furnish new security guaranteeing performance of this agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

22. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER'S rights with respect to any change in any zoning or building law or ordinance.

23. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY: City of Oakdale
 280 North Third Avenue
 Oakdale, CA 95361

Notice to SUBDIVIDER:
 Loma La, LLC
 856 East "H" Street
 Oakdale, CA 95361

24. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

25. Captions. 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.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

27. Entire Agreement. 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.

28. Successors and Assigns. SUBDIVIDER shall not assign any of its obligations under this Agreement without the prior written consent of City. Notwithstanding the above, all representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties, shall be binding upon and inure to the benefit of such party, its successors and assigns. If assignment is permitted, City in its sole discretion may release SUBDIVIDER from its obligations so assigned hereunder, and may release any Securities posted by SUBDIVIDER to secure any Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any Improvements not assigned.
29. Modifications. This Agreement may be amended only by a written instrument signed by the parties. SUBDIVIDER shall bear all costs of amendments to this Agreement that are requested by SUBDIVIDER. Any approval or consent that is to be given by City pursuant to this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.
30. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
31. Venue. Venue for any legal proceedings initiated in connection with this Agreement shall be in the Superior Court for the County of Stanislaus.
32. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.
33. Nondiscrimination. SUBDIVIDER, its agents, employees, contractors, and subcontractors shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement. SUBDIVIDER shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the improvements hereunder.
34. Attorney Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

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

BY: Larry Hernandez
Loma La, LLC, General Partner

By:  _____

 _____
SUBDIVIDER

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.

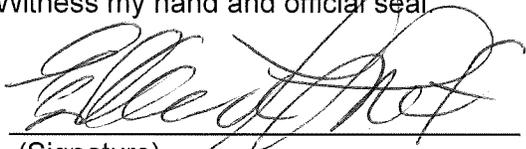
State of California)

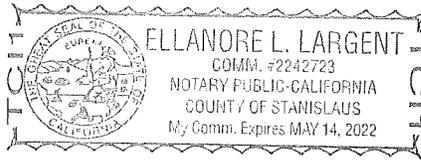
County of Stanislaus)

On 03/04/2020, before me Ellanore L. Largent Notary Public, a Notary Public, personally appeared Larry Hernandez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal


(Signature)



(Seal)

**Preliminary Opinion of Probable Cost for
Loma Lane Development - Phase 1**

Oakdale, CA

Date Prepared: 6/17/19



Description	Quantity	Unit	Cost/Unit	Total
CONSTRUCTION START-UP PHASE				
Mobilization	1	LS	\$3,000	\$3,000
Erosion Control	1	LS	\$500	\$500
Traffic Control	1	LS	\$1,000	\$1,000
Sub-Total				\$4,500
CLEARING & DEMOLITION				
Remove Existing Sidewalk, Curb, and Gutter	100	LF	\$20	\$2,000
Sawcut Clean Line along Roadways	1	LS	\$1,000	\$1,000
Remove All Existing Structures	1	LS	\$20,000	\$20,000
Remove All Existing Underground Utilities	1	LS	\$2,500	\$2,500
Clear and Grubbing	1	LS	\$2,500	\$2,500
Remove Existing Residential Water Meters	2	EA	\$200	\$400
Sub-Total				\$28,400
STREET				
Earth Work	1	LS	\$15,000	\$15,000
Asphalt Paving Frontage Patch	1	LS	\$2,000	\$2,000
9.5' Sidewalk	50	LF	\$50	\$2,500
6" Vertical Curb and Gutter	50	LF	\$44	\$2,200
Residential Driveway Case "C"	1	EA	\$3,000	\$3,000
Transition Sidewalk	18	LF	\$50	\$900
Transition 6" Vertical Curb and Gutter	18	LF	\$44	\$792
Sub-Total				\$26,392
Sewer				
4" Sewer Lateral W/ Cleanout	2	EA	\$750	\$1,500
Sub-Total				\$1,500
Water				
1" Residential Water Meter	3	EA	\$1,500	\$4,500
Sub-Total				\$4,500
Construction Sub-Total				\$65,292
CONTINGENCY 10%				\$6,529
GRAND TOTAL				\$71,821

Subdivision Improvement Agreement Checklist

6/20/2019

CD-1710 Loma Lane

SIA Approval

The following items must be received and verified by City Engineer and delivered to City Clerk prior to scheduling the item for City Council for approval of Subdivision Improvement Agreement.

Engineer's Estimate		See "Exhibit A" attached	
<input checked="" type="checkbox"/>	Amount of Engineer's Estimate	\$	65,292.00
<input checked="" type="checkbox"/>	Contingency 10% of Engineer's Estimate	\$	6,529.20
<input checked="" type="checkbox"/>	Bond Estimate (Engineer's Estimate + Contingency):	\$	71,821.20

Bonds/Security:

<input checked="" type="checkbox"/>	Performance: 100% of Bond Estimate	\$	71,821.20
<input checked="" type="checkbox"/>	Labor & Materials: 50% of Bond Estimate	\$	35,910.60
<input checked="" type="checkbox"/>	Monumentation: \$300 Per Lot @ 2 Lots	\$	600.00

Payments/Deposits:

<input checked="" type="checkbox"/>	Inspection Deposit 10.0% of Bond Estimate	\$	7,182.12
<input checked="" type="checkbox"/>	MS4 Inspections \$200 /month @ 12 months	\$	2,400.00
<input checked="" type="checkbox"/>	Total Due:	\$	9,582.12

Documents:

<input checked="" type="checkbox"/>	Improvement Plans (signed by City Engineer & Public Services Director)
<input checked="" type="checkbox"/>	Subdivision Improvement Agreement (Signed by Applicant)
<input checked="" type="checkbox"/>	Title Report

Final Map Recordation:

After City Council approval of the SIA, the following items must be delivered to Public Services for recordation of the final map.

Final Map Documents:

<input checked="" type="checkbox"/>	Final Map Mylars (with all signatures)
<input checked="" type="checkbox"/>	Tax Letter/Certificate (from County Tax Recorder's office)
<input checked="" type="checkbox"/>	Subdivision Guarantee (from Title Company)
<input checked="" type="checkbox"/>	County Recording Fee

Acceptance of Improvements:

Upon completion of the work, the following items must be received and verified by City Engineer and delivered to City Clerk prior to scheduling the project for City Council for acceptance of improvements.

Documents:

<input type="checkbox"/>	Record Drawings
<input type="checkbox"/>	Acceptance Letter from City Engineer

Security:

<input type="checkbox"/>	Warranty Bond: 25% of Bond Estimate	\$	17,955.30
--------------------------	-------------------------------------	----	-----------

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "VILLA LOMA" AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE HEREBY OFFER FOR DEDICATION THE REAL PROPERTY DESCRIBED BELOW, DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; THE PUBLIC UTILITY EASEMENT UPON LOTS 1 AND 2.

OWNER: LOMA LA. LLC

BY: LARRY HERNANDEZ, PRESIDENT DATE

TRUSTEE:

FIRST AMERICAN TITLE INSURANCE CO., A CALIFORNIA CORPORATION, AS TRUSTEE FOR DEED OF TRUST RECORDED ON OCTOBER 25, 2000 AS INST. NO. 2000-0089998, STANISLAUS COUNTY RECORDS.

SIGNED DATE

PRINT NAME TITLE

NOTARY STATEMENT:

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

ON BEFORE ME, , A NOTARY PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO THE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: (THIS AREA FOR OFFICIAL NOTARIAL SEAL)

NOTARY'S SIGNATURE

MY COMMISSION EXPIRES:

NOTARY STATEMENT:

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

ON BEFORE ME, , A NOTARY PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO THE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: (THIS AREA FOR OFFICIAL NOTARIAL SEAL)

NOTARY'S SIGNATURE

MY COMMISSION EXPIRES:

CITY CLERK CERTIFICATE

THIS IS TO CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE DAY OF , 20 , THE CITY COUNCIL OF THE CITY OF OAKDALE, COUNTY OF STANISLAUS, APPROVED THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE REAL PROPERTY DESCRIBED BELOW, DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; THE PUBLIC UTILITY EASEMENT UPON LOTS 1 AND 2. SAID ACCEPTANCE IS MADE UNDER THE AUTHORITY OF OAKDALE CITY COUNCIL RESOLUTION NO. 2008-11, DATED JULY 2, 2008.

DATED THIS DAY OF , 2019.

BY: ROUZE ROBERTS CITY CLERK, CITY OF OAKDALE

ADMINISTRATIVE HEARING OFFICER STATEMENT:

THIS IS TO STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP, AND ANY ACTION TAKEN THEREON, FILE NO. PD 05-02 , IN ACCORDANCE WITH CHAPTER 31 OF THE OAKDALE CITY CODE AND THE PROCEDURES AND POLICIES OF THE OAKDALE PLANNING COMMISSION AND PLANNING DEPARTMENT, PER RESOLUTION 2008-11.

DATED THIS DAY OF , 2019.

ADMINISTRATIVE HEARING OFFICER,, CITY OF OAKDALE, CALIFORNIA

BY:

PRINT NAME:

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) RECEIVED 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 , 2019 .

ELIZABETH A. KING CLERK OF THE BOARD OF SUPERVISORS, STANISLAUS COUNTY, CALIFORNIA

BY: , DEPUTY

PRINT NAME:

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: DONNA RILEY, COUNTY TAX COLLECTOR

DATED THIS DAY OF , 2019 .

APN: 129-020-020

BY: , DEPUTY

PRINT NAME:

VILLA LOMA

PHASE ONE

BEING A SUBDIVISION OF BLOCK 62 AS SHOWN ON THAT OFFICIAL MAP OF THE CITY OF OAKDALE FILED FOR RECORD IN BOOK 7 OF MAPS AT PAGE 48, STANISLAUS COUNTY RECORDS, SITUATE IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF OAKDALE, STANISLAUS COUNTY, CALIFORNIA AUGUST 2019



440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361 (209) 847-8726 Fax (209) 847-7323 Auburn • Oakdale • San Jose

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT 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 LOMA LA. LLC IN OCTOBER OF 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE AUGUST 1, 2020, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS DAY OF , 2019 .

KEVIN S. COLE L.S. 8853



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 WITH ALL THE 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 , 2019 .

BY: ROBERT MARLER, R.C.E. 70159 CITY ENGINEER OF THE CITY OF OAKDALE, CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS ACCOMPANYING FINAL MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT

DATED THIS DAY OF , 2019 .

BY: DOUGLAS F. BANKS, P.L.S. 8159 CITY SURVEYOR OF THE CITY OF OAKDALE, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS DAY OF , 2019 , AT M. IN BOOK

OF MAPS, AT PAGE , AT THE REQUEST OF GIULIANI & KULL, INC.

FEE: \$

DONNA LINDER COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA BY: DEPUTY RECORDER

PRINT NAME:

VILLA LOMA

PHASE ONE

BEING A SUBDIVISION OF BLOCK 62 AS SHOWN ON THAT OFFICIAL MAP OF THE CITY OF OAKDALE FILED FOR RECORD IN BOOK 7 OF MAPS AT PAGE 48, STANISLAUS COUNTY RECORDS, SITUATE IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF OAKDALE, STANISLAUS COUNTY, CALIFORNIA
AUGUST 2019 SCALE: 1"=60'

GK **Giuliani & Kull, Inc.**
Engineers • Planners • Surveyors

440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
(209) 847-8726 Fax (209) 847-7323
Auburn • Oakdale • San Jose

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 27°31'00" WEST FOR THE CENTERLINE OF GROVE AVENUE AS SHOWN ON THAT PARCEL MAP FOR ROSETTA A. LEWIS FILED FOR RECORD IN BOOK 55 OF PARCEL MAPS AT PAGE 32, STANISLAUS COUNTY RECORDS.

REFERENCES:

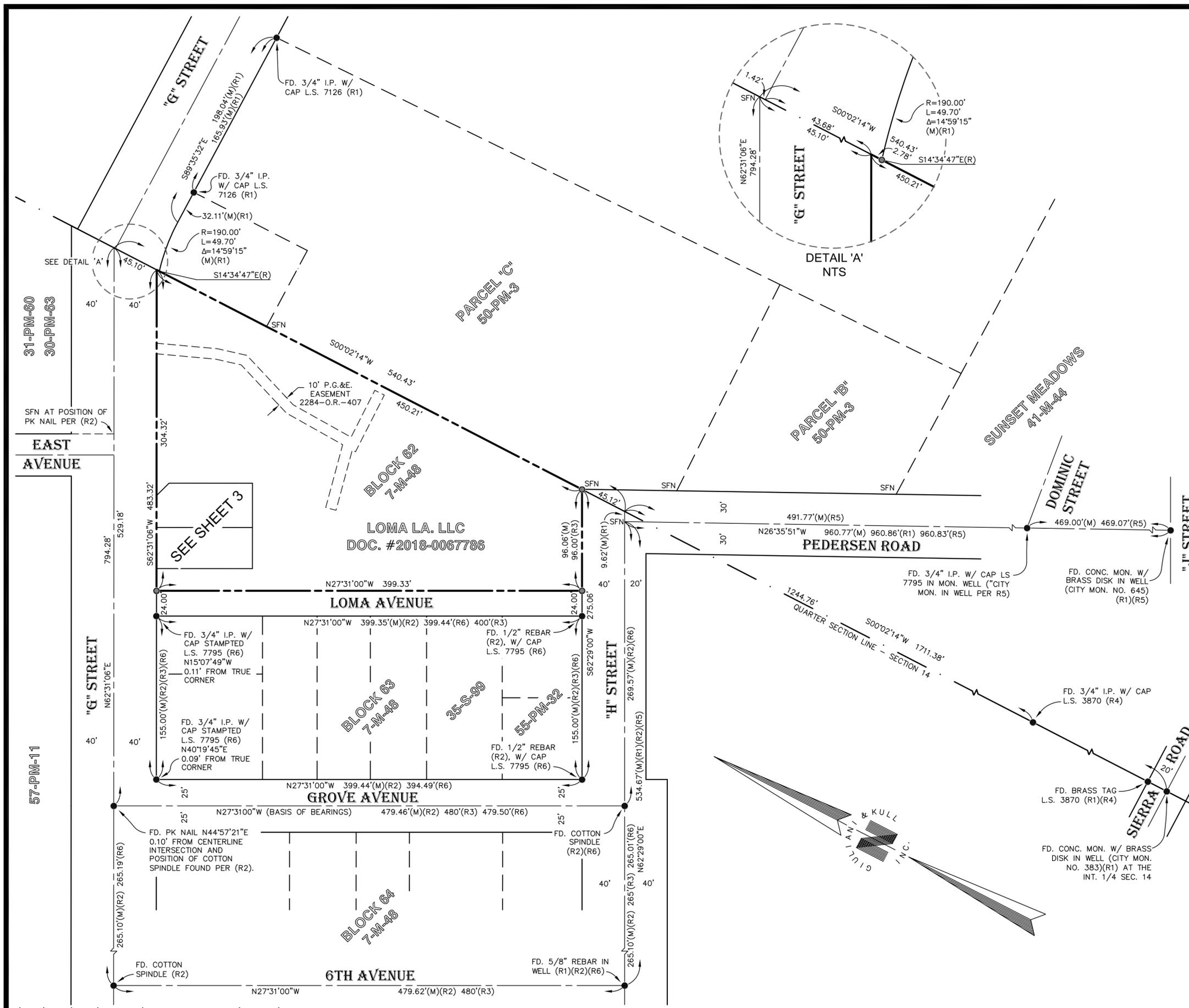
- (R1) PARCEL MAP: 50-PM-3
- (R2) PARCEL MAP FOR ROSETTA A. LEWIS: 55-PM-32
- (R3) OFFICIAL MAP OF THE CITY OF OAKDALE: 7-M-48
- (R4) RECORD OF SURVEY: 16-S-51
- (R5) MAP OF SUNSET MEADOWS: 42-M-44
- (R6) RECORD OF SURVEY: 35-S-99

NOTES:

1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS NOTED OTHERWISE.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. ALL RECORD INFORMATION IS FROM STANISLAUS COUNTY RECORDS, UNLESS NOTED OTHERWISE.

LEGEND

- FOUND MONUMENT AS NOTED.
- SET 3/4" REBAR WITH CAP LS 8853, UNLESS NOTED OTHERWISE
- (M) MEASURED THIS SURVEY
- (R1) SEE REFERENCES
- W.C. WITNESS CORNER
- SFN SEARCHED, FOUND NOTHING
- I.P. IRON PIPE
- DOC. DOCUMENT NUMBER
- M- MAPS
- PM- BOOK OF PARCEL MAPS
- S- BOOK OF SURVEYS
- S.F. SQUARE FEET
- COR. CORNER
- MON. MONUMENT
- CALC CALCULATED
- FD. FOUND
- CONC. CONCRETE



VILLA LOMA

PHASE ONE

BEING A SUBDIVISION OF BLOCK 62 AS SHOWN ON THAT OFFICIAL MAP OF THE CITY OF OAKDALE FILED FOR RECORD IN BOOK 7 OF MAPS AT PAGE 48, STANISLAUS COUNTY RECORDS, SITUATE IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, CITY OF OAKDALE, STANISLAUS COUNTY, CALIFORNIA
AUGUST 2019 SCALE: 1"=30'



440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
(209) 847-8726 Fax (209) 847-7323
Auburn • Oakdale • San Jose

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 27°31'00" WEST FOR THE CENTERLINE OF GROVE AVENUE AS SHOWN ON THAT PARCEL MAP FOR ROSETTA A. LEWIS FILED FOR RECORD IN BOOK 55 OF PARCEL MAPS AT PAGE 32, STANISLAUS COUNTY RECORDS.

REFERENCES:

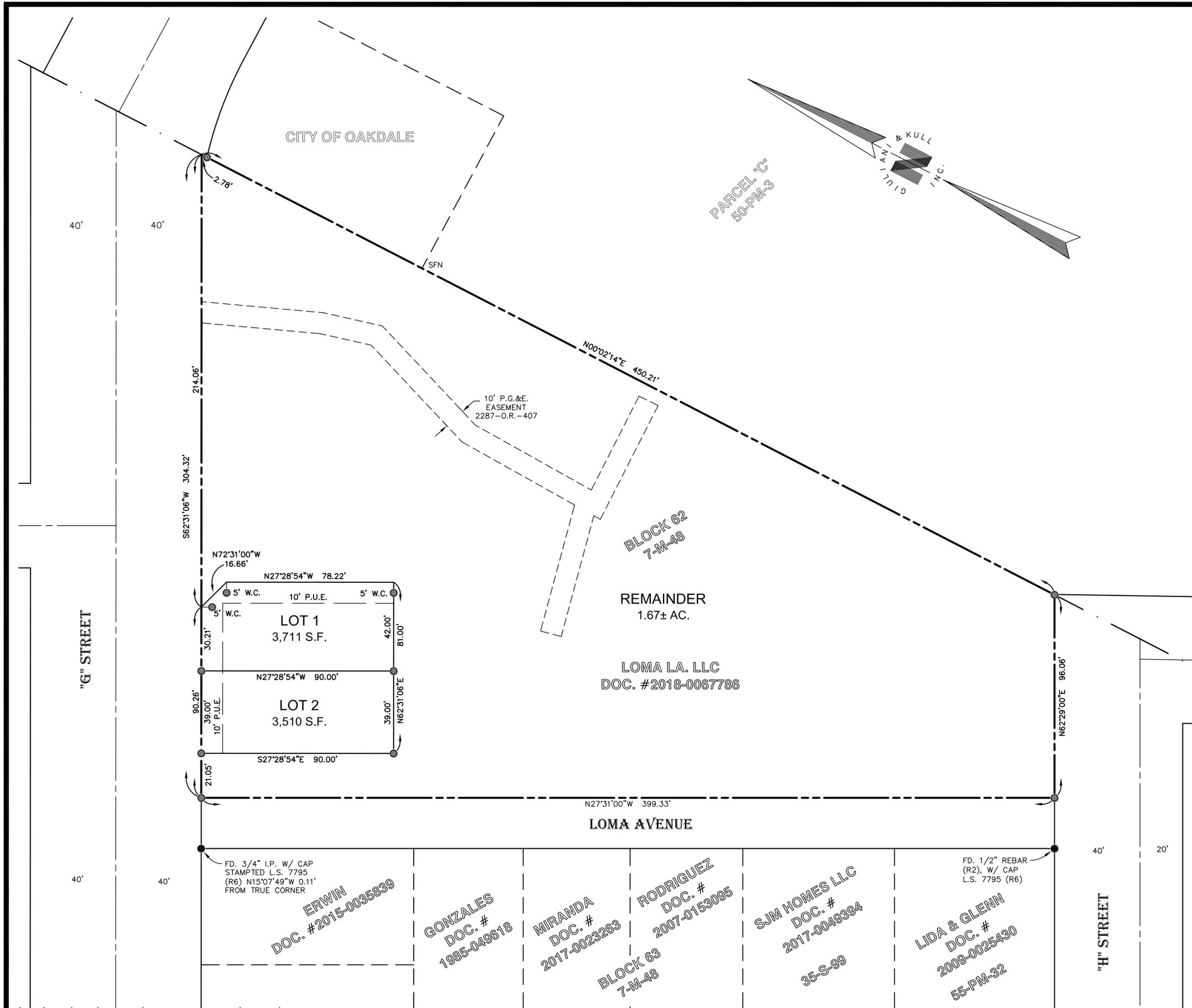
- (R1) PARCEL MAP: 50-PM-3
- (R2) PARCEL MAP FOR ROSETTA A. LEWIS: 55-PM-32
- (R3) OFFICIAL MAP OF THE CITY OF OAKDALE: 7-M-48
- (R4) RECORD OF SURVEY: 16-S-51
- (R5) MAP OF SUNSET MEADOWS: 42-M-44
- (R6) RECORD OF SURVEY: 35-S-99

NOTES:

1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS NOTED OTHERWISE.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. ALL RECORD INFORMATION IS FROM STANISLAUS COUNTY RECORDS, UNLESS NOTED OTHERWISE.

LEGEND

- FOUND MONUMENT AS NOTED.
- SET 3/4" REBAR WITH CAP LS 8853, UNLESS NOTED OTHERWISE
- (M) MEASURED THIS SURVEY
- (R1) SEE REFERENCES
- W.C. WITNESS CORNER
- SFN SEARCHED, FOUND NOTHING
- I.P. IRON PIPE
- DOC. DOCUMENT NUMBER
- M- MAPS
- PM- BOOK OF PARCEL MAPS
- S- BOOK OF SURVEYS
- S.F. SQUARE FEET
- COR. CORNER
- MON. MONUMENT
- CALC. CALCULATED
- FD. FOUND
- CONC. CONCRETE



Meeting Date: April 20, 2020

To: Mayor McCarty and Members of the Oakdale City Council

From: Michael Renfrow, Senior Engineering Technician

Reviewed by: Jeff Gravel, Public Services Director

Subject: Consideration of a Resolution Accepting the Airport Runway and Taxiway Pavement Preservation Construction Project Improvements in the Amount of \$ 1,211,703.69 and Authorizing the Filing of a Notice of Completion

I. BACKGROUND

On September 4, 2018, the City Council awarded a contract to George Reed Construction, Inc. in the amount of \$1,044,632.50 for the 2018 Airport Runway and Taxiway Pavement Preservation Construction Project.



The Project included the following improvements per contract:

- 10,200 lineal feet of runway crack repair.
- 33,500 square yards of runway seal coat.
- 19,100 square feet of runway striping.
- 10,740 square yards of 1" grind with a 2" overlay of the taxiway.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Airport Runway and Taxiway Pavement Preservation Construction Project Improvements
MEETING DATE: April 20, 2020

II. DISCUSSION

On January 21, 2019, the Airport Engineer and City of Oakdale Public Services Department inspected the project and found that George Reed Construction, Inc. had completed the work in compliance with applicable design standards.





CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Airport Runway and Taxiway Pavement Preservation Construction Project Improvements
MEETING DATE: April 20, 2020



III. FISCAL IMPACT

Project Cost

Contract:	\$1,044,632.50
Chang Order:	\$167,071.19
Total	\$1,211,703.69

The FAA approved and funded a change order in the amount of \$167,071.19. The Contractor encountered unsuitable subgrade material and thinner than anticipated pavement sections, causing punch-throughs which had to be remedied. City matching funds associated with the change order are accounted for in the 2019-2020 Fiscal Year budgets.

This Project came in under budget. The funding for this project came from FAA Grant Funds, Caltrans Division of Aeronautics Grant Funds and Aviation Fund 657 and is accounted for in the 2019-2020 Fiscal Year budgets.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Airport Runway and Taxiway Pavement Preservation Construction Project Improvements
MEETING DATE: April 20, 2020

IV. RECOMMENDATION

Staff Recommends the City Council adopt a Resolution accepting the Airport Runway and Taxiway Pavement Preservation Construction Project Improvements in the amount of \$ 1,211,703.69 and authorizing the filing of a Notice of Completion.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-__



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

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
ACCEPTING THE AIRPORT RUNWAY AND TAXIWAY PAVEMENT PRESERVATION
CONSTRUCTION PROJECT IMPROVEMENTS IN THE AMOUNT OF \$ 1,211,703.69
AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, on September 4, 2018, the City Council awarded a contract to George Reed Construction, Inc. in the amount of \$1,044,632.50 for the 2018 Airport Runway and Taxiway Pavement Preservation Construction Project; and,

WHEREAS, on January 21, 2019, the Airport Engineer and City of Oakdale Public Services Department inspected the project and found that George Reed Construction, Inc. had completed the work in compliance with applicable design standards; and,

WHEREAS, the FAA approved and funded a change order in the amount of \$167,071.19 and funding for this project came from FAA Grant Funds, Caltrans Division of Aeronautics Grant Funds and Aviation Fund 657; and,

WHEREAS, staff recommends the City Council adopt a Resolution accepting the Airport Runway and Taxiway Pavement Preservation Construction Project Improvements in the amount of \$ 1,211,703.69 and authorizing the Filing of a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby accepts the Airport Runway and Taxiway Pavement Preservation Construction Project Improvements in the amount of \$ 1,211,703.69 and authorizes the Filing of a Notice of Completion.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 20th DAY OF APRIL 2020, by the following vote:

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

SIGNED:

J.R. McCarty, Mayor

ATTEST:

Rouzé Roberts, City Clerk



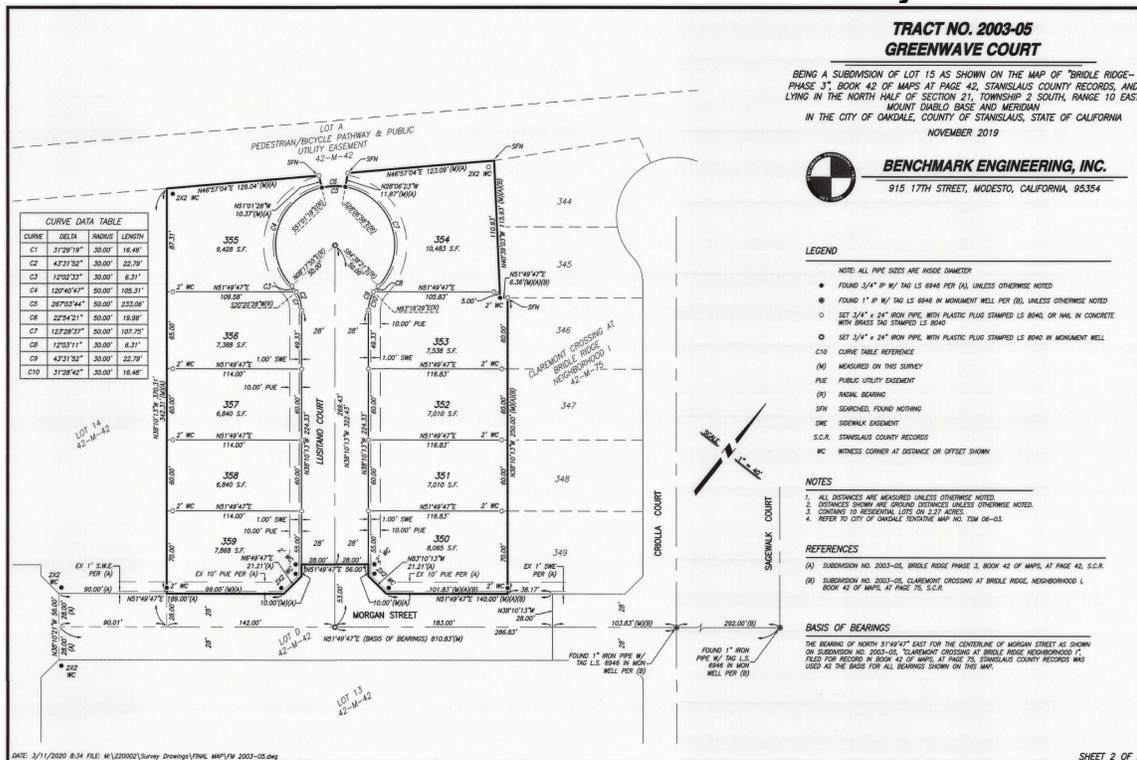
**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: April 20, 2020
To: Mayor McCarty and Members of the Oakdale City Council
From: Michael Renfrow, Senior Engineering Technician
Reviewed by: Jeff Gravel, Public Services Director
Subject: Consideration of a Resolution from the City of Oakdale City Council Authorizing the City Manager to Execute a Subdivision Improvement Agreement for the ICON at Greenwave Court Subdivision and Authorizing the City Clerk to File the SIA and Final Subdivision Map with the County Clerk Recorder's Office

I. BACKGROUND

Modesto Roselle, LLC. is developing ICON at Greenwave Court Subdivision, being 10 single-family residential lots on 2.26 acres at Morgan Street in the west end of the Bridle Ridge community. As a condition of Planning Commission Resolution 2006-12 for Approval of Tentative Subdivision Map TSM 06-03, covenants, conditions and restrictions have been recorded as document No. 2004-120976 and document No. 2005-864000.

ICON at Greenwave Court Subdivision Layout:





CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: ICON at Greenwave Court Subdivision Improvement Agreement and Final Subdivision Map
MEETING DATE: April 20, 2020

ICON at Greenwave Court Subdivision Location:



II. DISCUSSION

As a condition of approval, Modesto Roselle, LLC. is required to take part in a Subdivision Improvement Agreement to ensure improvements are completed to the satisfaction of the City and in a timely manner. The Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. The estimated total cost of the public improvements is \$282,526.04, which includes sewer, water, storm drain and landscape improvements.

In addition, as part of the Subdivision Improvement Agreement, Modesto Roselle, LLC. has provided the City with the following Bonds in accordance with Section 31-79 of the Municipal Code:

Performance Bond (100% of Engineer's Estimate):	\$282,526.04
Labor Materials (50% of Engineer's Estimate):	\$141,263.02
Monumentation (\$300 per lot):	\$3,000.00



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: ICON at Greenwave Court Subdivision Improvement Agreement and Final Subdivision Map
MEETING DATE: April 20, 2020

In order for the City to “call” bonds associated with these improvements, a Subdivision Improvement Agreement must be authorized by the City Council and the Agreement must be recorded with the County Clerk Recorder. The Final Subdivision 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.

California Environmental Quality Act (CEQA):

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

III. FISCAL IMPACT

There is no impact to the General Fund for maintenance associated with the Public Improvements.

Modesto Roselle, LLC. has also paid the applicable Plan Check and Inspection Fee deposit.

This subdivision was annexed into CFD No. 2007-1 and on December 5, 2016.

IV. RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute a Subdivision Improvement Agreement (SIA) for the ICON at Greenwave Court Subdivision and authorizing the City Clerk to file the SIA and Final Subdivision Map with the County Clerk Recorder’s Office.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-___
Attachment B: Subdivision Improvement Agreement
Attachment C: Final Subdivision Map



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

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION
IMPROVEMENT AGREEMENT FOR THE ICON AT GREENWAVE COURT
SUBDIVISION AND AUTHORIZING THE CITY CLERK TO FILE THE SIA AND FINAL
SUBDIVISION MAP WITH THE COUNTY CLERK RECORDER’S OFFICE**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Modesto Roselle, LLC. is developing ICON at Greenwave Court Subdivision, being 10 single-family residential lots on 2.26 acres at Morgan Street in the west end of the Bridle Ridge community. As a condition of Planning Commission Resolution 2006-12 for Approval of Tentative Subdivision Map TSM 06-03, covenants, conditions and restrictions have been recorded as document No. 2004-120976 and document No. 2005-864000; and,

WHEREAS, the Project includes Public Improvements consisting of sewer, water, and storm drain and landscaping; and,

WHEREAS, in order for the City to “call” bonds associated with these improvements, a Subdivision Improvement Agreement must be authorized by the City Council and the Agreement must be recorded with the County Clerk Recorder; and,

WHEREAS, there is no impact to the General Fund for maintenance associated with the Public Improvements.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby authorizes the City Manager to execute a Subdivision Improvement Agreement for the ICON at Greenwave Court Subdivision and authorizes the City Clerk to file the SIA and Final Subdivision Map with the County Clerk Recorder’s Office.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 20th DAY OF APRIL, 2020, by the following vote:

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

SIGNED:

Pat Paul, Mayor

ATTEST:

Kathy Teixeira, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENTDATE OF AGREEMENT: February 24, 2020NAME OF SUBDIVIDER: Modesto Roselle, LLC.
(Referred to as "SUBDIVIDER")NAME OF SUBDIVISION: Icon at Greenwave Court Subdivision
(Referred to as "SUBDIVISION")TENTATIVE MAP RESOLUTION
OF APPROVAL NO: 2003-05
(Referred to as "RESOLUTION OF APPROVAL")IMPROVEMENT PLANS: Improvement Plans for Greenwave Court at Bridle Ridge
(Referred to as "IMPROVEMENT PLANS")ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 282,526.04ESTIMATED TOTAL COST OF MONUMENTATION: \$3,000.00SURETY: Performance, Labor and Materials, MonumentationBOND NOS.: 38K 007995

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, a final subdivision 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.

- C. The Subdivision Laws establish as a condition precedent to the approval of a Final Map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or; (b) have entered into an agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. In consideration of approval of a Final Map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER'S own expense, all the public improvement work required by CITY in connection with the proposed subdivision. SUBDIVIDER has secured this agreement by noting on the final map that building permits applications will not be submitted to the City until all improvements have been constructed.
- E. Complete Improvement Plans for the construction, installation and completion of the improvements will be prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this agreement are on file in the Office of the Department of Public Works and are incorporated into this agreement by this reference. All references in this agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.
- F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans will be made and will be approved by the City Engineer.
- G. The CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans will be prepared in conformance with the CITY standards in effect on the date the plans are reviewed by the City Engineer.
- H. Prior to acceptance of the required improvements and their acceptance by CITY, it is necessary that all monuments and stakes as specified on the Final Map for the SUBDIVISION, shall be installed and, also, that street signs be placed at intersections.
- I. SUBDIVIDER recognizes that by approval and recordation of the Final Map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION, and has taken the final act necessary to subdivide the property within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER'S failure to perform its obligations under this agreement, including, but not limited to, SUBDIVIDER'S obligation to commence

- c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and CITY standards.
 - d. Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements, and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the SUBDIVISION.
 - e. Commence construction of the improvements by the time established in Section 22 of this agreement and complete the improvements by the deadline stated in paragraph 1 b. above, unless a time extension is granted by the CITY as authorized in Section 22.
 - f. Install all SUBDIVISION monuments required by law prior to acceptance of the public improvements by the CITY.
 - g. Install street name signs conforming to CITY standards. If permanent street name signs have not been installed before acceptance of the improvements by the CITY, SUBDIVIDER shall install temporary street name signs according to such conditions as the City Engineer may require.
 - h.
2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land development work contemplated by this agreement is to be constructed or installed on land not owned by SUBDIVIDER, no construction or installation shall be commenced before:
- I. The offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
 - II. The dedication to, and acceptance by, the CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

- III. The issuance of a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section 2 shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

3. Security. SUBDIVIDER shall prior to commence of construction of improvements identified in 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 plus 10-percent; 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 plus 10-percent 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 plus 10-percent 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 partial releases allowed by Paragraph 6 of this agreement.

- b. The SUBDIVIDER shall construct the improvements in accordance with the CITY standards in effect at the time of Final Map recording. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this agreement, when necessary to protect the public safety or welfare or comply with applicable state or Federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work the SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and CITY standards. SUBDIVIDER shall bear all costs of inspection and certification.
 6. Release of Securities. The securities required by this agreement shall be released as follows:
 - a. Security given for faithful performance of any act, obligation, work, or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
 - b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application therefore by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than 25-percent of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than 50-percent of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement

security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this agreement.

- c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be 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. Permits. 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 in lieu or in avoidance of foreclosure; or SUBDIVIDER'S failure to perform any other obligation under this agreement.

- b. The CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER'S obligations under this agreement. The CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY'S damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY'S damages for SUBDIVIDER'S default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER'S default under this agreement, SUBDIVIDER authorizes CITY to perform such obligation 20 days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- c. Failure of SUBDIVIDER to comply with the terms of this agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this Subsection c. is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER'S breach shall be at the discretion of the CITY.

- d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees.
 - 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.
11. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to 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. SUBDIVIDER Not Agent of City. 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 apportionment.

15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.
16. Vesting of Ownership. Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this agreement shall vest in CITY.
17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer certifies that the work has been finally completed, as provided in Paragraph 5. Such acceptance shall not constitute a waiver of defects by CITY.
18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees in the performance of this agreement. SUBDIVIDER further agrees to protect, indemnify and hold harmless CITY, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents or employees in the performance of this agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by the CITY of the improvements shall not constitute an assumption by the CITY of any responsibility for any damage or taking covered by this paragraph. CITY shall not be responsible for the design or construction of the subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was

dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect however 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. Proof of Insurance. 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 or 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. Time for Commencement of Work/Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this agreement not later than nine months prior to the time for completion. In the event good cause exists as determined by the City Administrator, the time for commencement of construction or completion of the improvements hereunder may be extended. The extension shall be made by writing executed by the City Council. Any such extension may be granted without notice to SUBDIVIDER'S Surety and shall not affect the validity of this agreement or release the Surety or Sureties on any security given for this agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, or by an act of God, which SUBDIVIDER could not have reasonably foreseen, or by storm or inclement weather which permits the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Council may require SUBDIVIDER to furnish new security guaranteeing performance of this agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.
23. No Vesting of Rights. Performance by SUBDIVIDER of this agreement shall not be construed to vest SUBDIVIDER'S rights with respect to any change in any zoning or building law or ordinance.
24. Notices. All notices required or provided for under this agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with the City:
- Notice to CITY: City of Oakdale
 280 North Third Avenue
 Oakdale, CA 95361
- Notice to SUBDIVIDER:
 Modesto Roselle, LLC
 1701 W. March Ln, Suite D
 Stockton, CA 95207
25. Severability. The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder

of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

26. Captions. 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. Incorporation of Recitals. The Recitals to this agreement are hereby incorporated into the terms of this agreement.
28. Entire Agreement. 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.

BY: Randeep Bling, Manager
Modesto Roselle, LLC

By:  _____

CITY OF OAKDALE

SUBDIVIDER
(Proper Notarization of SUBDIVIDER'S
signature is required and shall be attached.)

By: _____

ATTEST:

APPROVED AS TO FORM:

CITY ATTORNEY

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Joaquin }

On Feb. 27, 2020 before me, M. Machado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Randeep Bling
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

M. Machado
Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

FINAL MAP CHECKLIST

NAME OF SUBDIVISION: Icon at Greenwave Court Subdivision

DATE FILED: February 13, 2020 ITEM: _____

To be determined.

Processing Fees as per Section 31-6 (City Engineer's, City Staff, Plan Checking, etc.)

Received Date: January 21, 2020

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 requirements.

\$282,526.04

Engineer's Estimate plus 10-percent of improvement costs.

Improvement security as per Section 31-79.

\$282,526.04

Performance: 100% of Engineer's Estimate

\$141,263.02

Labor Materials: 50% of Engineer's Estimate

\$70,631.51

Warranty: 25% of Engineer's Estimate

\$3,000.00

Monumentation: \$300 Per Lot

Received Date:

Subdivision Improvement Agreement

Received Date:

Title Company Report Certifying Ownership (Section 31-30).

To be determined.

City of Oakdale staff field deposit of 2-1/2% inspection of subdivision improvements. Plus 10% of Engineer's estimate for public improvements.

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.

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND 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: A 10-FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) AND A 1-FOOT WIDE SIDEWALK EASEMENT (S.W.E.), ALL AS SHOWN ON THIS FINAL MAP.

AND WE ALSO OFFER THE REAL PROPERTY DESCRIBED BELOW, DEDICATED IN FEE FOR PUBLIC PURPOSES: THE RIGHT-OF-WAY ENTITLED LUSITANO COURT, ALL AS SHOWN ON THIS FINAL MAP.

OWNER: MODESTO ROSELLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature] DATE: 3/27/2020

NOTARY STATEMENT:

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 } s.s. COUNTY OF San Joaquin } ON March 27, 2020, BEFORE ME, H. Machado A NOTARY PUBLIC, PERSONALLY APPEARED Randeep Bling

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND SIGNATURE: [Signature] COMMISSION NUMBER: 2215010 PRINCIPAL COUNTY OF BUSINESS: San Joaquin MY COMMISSION EXPIRES: Sept. 21, 2021

CITY CLERK'S CERTIFICATE:

THIS IS TO CERTIFY 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 FINAL 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 EASEMENTS ALONG ALL STREET RIGHTS-OF-WAY AND THE 1.00-FOOT WIDE SIDEWALK EASEMENT, ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION FOR THE REAL PROPERTY DESCRIBED BELOW, DEDICATED AS FEE TITLE FOR PUBLIC PURPOSES; ALL STREET RIGHTS-OF-WAY, SUBJECT TO THE SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 31 OF THE OAKDALE MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, SAID ACCEPTANCE IS MADE UNDER AUTHORITY OF OAKDALE CITY COUNCIL RESOLUTION NO. 85-131, DATED NOVEMBER 4, 1985. SAID APPROVAL IS NOT TO BE CONSTRUED AS ACCEPTANCE OF THE REMAINING STREETS SHOWN THEREON.

THIS DAY OF 20

BY: ROUZE' ROBERTS CITY CLERK, CITY OF OAKDALE

PRINT NAME:

TRACT NO. 2003-05 GREENWAVE COURT

BEING A SUBDIVISION OF LOT 15 AS SHOWN ON THE MAP OF "BRIDLE RIDGE-PHASE 3", BOOK 42 OF MAPS AT PAGE 42, STANISLAUS COUNTY RECORDS, AND LYING IN THE NORTH HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

NOVEMBER 2019



BENCHMARK ENGINEERING, INC.

915 17TH STREET, MODESTO, CALIFORNIA, 95354

TAX COLLECTORS STATEMENT:

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

ASSESSOR'S PARCEL NUMBER: 063-073-003

DATED THIS 1st DAY OF April, 2020

[Signature] Janet M. Davenport

BY: [Signature] DONNA RILEY COUNTY TAX COLLECTOR DATE: 04/01/2020

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 SUPERVISORS:

(CHECK ONE) [X] 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 SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS 1st DAY OF April, 2020

ELIZABETH A. KING, CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

BY: [Signature] Patricia Gonzalez, DEPUTY

PRINT NAME: Patricia Gonzalez

CITY PLANNING COMMISSION STATEMENT:

THIS IS TO STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP, IF ANY, AND ANY ACTION TAKEN THEREON, FILE NO. TSM 06-03, IN ACCORDANCE WITH CHAPTER 31 OF THE OAKDALE CITY CODE AND THE PROCEDURES AND POLICIES OF THE OAKDALE PLANNING COMMISSION AND PLANNING DEPARTMENT, PER PLANNING COMMISSION RESOLUTION 2006-12.

DATED THIS DAY OF 20

BY: JEFF GRAVEL, SECRETARY TO THE PLANNING COMMISSION CITY OF OAKDALE

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 MODESTO ROSELLE, LLC ON NOVEMBER 8, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13th DAY OF MARCH, 2020

[Signature] MICHAEL HALTERMAN P.L.S. 8040



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND STATE THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF 20

[Signature] ROBERT BRUCE MARLER, R.C.E. 70159 CITY ENGINEER OF THE CITY OF OAKDALE, CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF 20

[Signature] DOUGLAS FLOYD BANKS, L.S. 8159 CITY SURVEYOR OF THE CITY OF OAKDALE, CALIFORNIA

CC&R'S:

AS A CONDITION OF PLANNING COMMISSION RESOLUTION 2006-12 FOR APPROVAL OF TENTATIVE SUBDIVISION MAP TSM 06-03, COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN RECORDED AS DOCUMENT NO. 2004-120976 AND DOCUMENT NO. 2005-86400.

RECORDER'S STATEMENT:

FILED THIS DAY OF 20 AT .M.

IN BOOK OF MAPS, AT PAGE, AT THE REQUEST OF MODESTO ROSELLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FEE:

[Signature] DONNA LINDER, COUNTY RECORDER BY: DEPUTY

PRINT NAME:

TRACT NO. 2003-05 GREENWAVE COURT

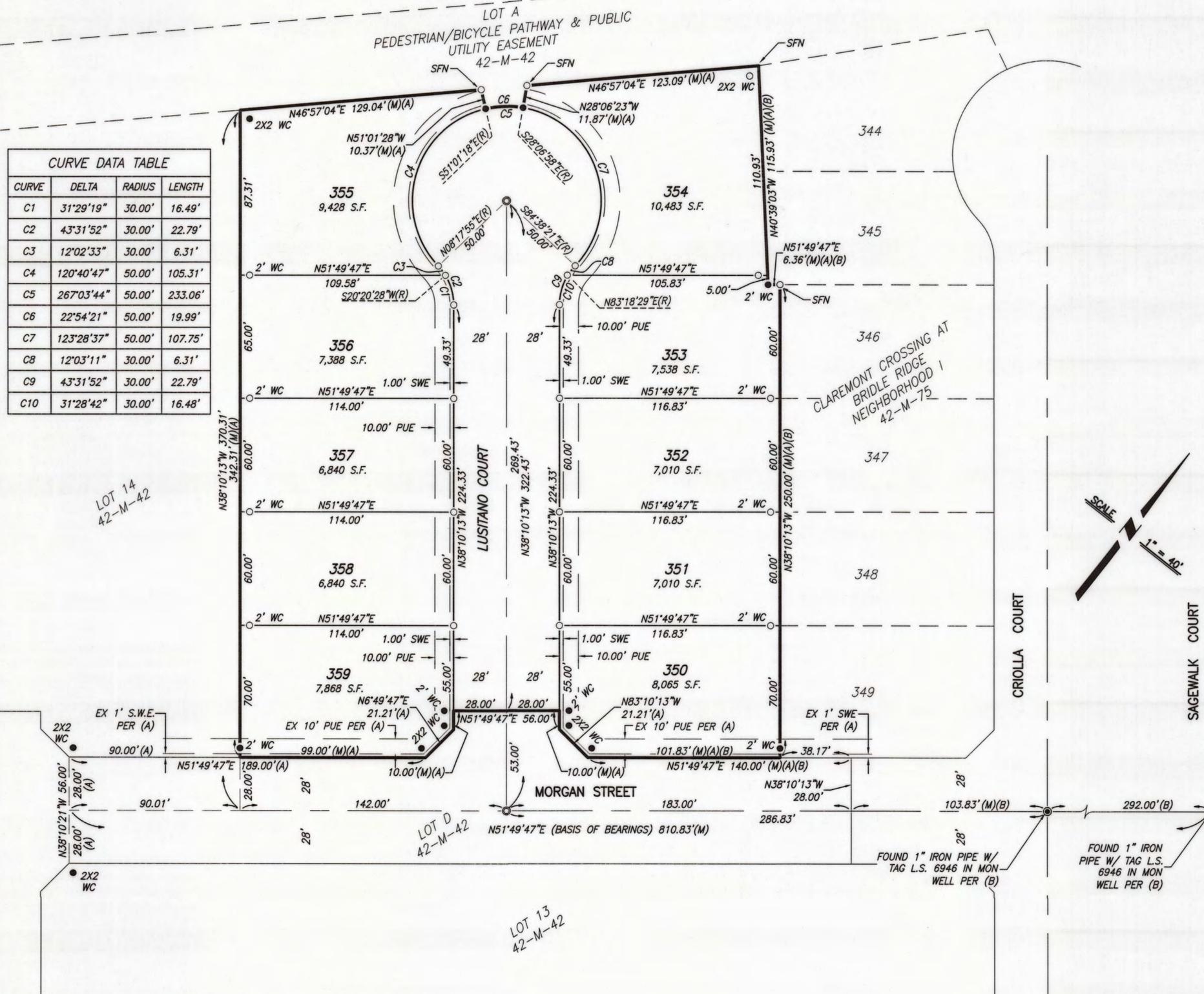
BEING A SUBDIVISION OF LOT 15 AS SHOWN ON THE MAP OF "BRIDLE RIDGE-
PHASE 3", BOOK 42 OF MAPS AT PAGE 42, STANISLAUS COUNTY RECORDS, AND
LYING IN THE NORTH HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 10 EAST,
MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
NOVEMBER 2019



BENCHMARK ENGINEERING, INC.

915 17TH STREET, MODESTO, CALIFORNIA, 95354

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°29'19"	30.00'	16.49'
C2	43°31'52"	30.00'	22.79'
C3	12°02'33"	30.00'	6.31'
C4	120°40'47"	50.00'	105.31'
C5	26°7'03"44"	50.00'	233.06'
C6	22°54'21"	50.00'	19.99'
C7	123°28'37"	50.00'	107.75'
C8	12°03'11"	30.00'	6.31'
C9	43°31'52"	30.00'	22.79'
C10	31°28'42"	30.00'	16.48'



LEGEND

- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
- FOUND 3/4" IP W/ TAG LS 6946 PER (A), UNLESS OTHERWISE NOTED
 - ⊙ FOUND 1" IP W/ TAG LS 6946 IN MONUMENT WELL PER (B), UNLESS OTHERWISE NOTED
 - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040, OR NAIL IN CONCRETE WITH BRASS TAG STAMPED LS 8040
 - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
 - C10 CURVE TABLE REFERENCE
 - (M) MEASURED ON THIS SURVEY
 - PUE PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - SFN SEARCHED, FOUND NOTHING
 - SWE SIDEWALK EASEMENT
 - S.C.R. STANISLAUS COUNTY RECORDS
 - WC WITNESS CORNER AT DISTANCE OR OFFSET SHOWN

NOTES

1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
2. DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. CONTAINS 10 RESIDENTIAL LOTS ON 2.27 ACRES.
4. REFER TO CITY OF OAKDALE TENTATIVE MAP NO. TSM 06-03.

REFERENCES

- (A) SUBDIVISION NO. 2003-05, BRIDLE RIDGE PHASE 3, BOOK 42 OF MAPS, AT PAGE 42, S.C.R.
- (B) SUBDIVISION NO. 2003-05, CLAREMONT CROSSING AT BRIDLE RIDGE, NEIGHBORHOOD 1, BOOK 42 OF MAPS, AT PAGE 75, S.C.R.

BASIS OF BEARINGS

THE BEARING OF NORTH 51°49'47" EAST FOR THE CENTERLINE OF MORGAN STREET AS SHOWN ON SUBDIVISION NO. 2003-05, "CLAREMONT CROSSING AT BRIDLE RIDGE NEIGHBORHOOD 1", FILED FOR RECORD IN BOOK 42 OF MAPS, AT PAGE 75, STANISLAUS COUNTY RECORDS WAS USED AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.





**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT
April 20, 2020**

Date: April 20, 2020

To: Mayor and City Council

From: Douglas L. White, City Attorney

Reviewed by: Bryan Whitemyer, City Manager

Subject: Public Hearing for Establishment of Reimbursement and Infrastructure Fees Related to the East F Street Corridor Specific Plan

- 1) Approve Ordinance No. 2020-XX, establishing a fee to reimburse the costs of preparing, adopting, and administering the East F Street Corridor Specific Plan (the “EFCSP Reimbursement Fee”)
- 2) Approve Ordinance No. 2020-XX, establishing a fee to pay for the necessary infrastructure and public facilities to support development in the East F Street Corridor Specific Plan area (the “EFCSP Infrastructure Fee”)

EXECUTIVE SUMMARY

This action is the culmination of a multi-year planning process to implement the East F Street Corridor Specific Plan (the “EFCSP”). The two ordinances described herein establish certain fees on applicants who plan to develop property within the boundaries of the EFCSP area (“EFCSP Plan Area”): (1) The EFCSP Reimbursement Fee and (2) the EFCSP Infrastructure Fee.

1. The EFCSP Reimbursement Fee (Attachment A)

The EFCSP Reimbursement Fee establishes a fee on new development within the EFCSP Plan Area to reimburse Tesoro Homes, Inc., Trieste Investors, LLC (collectively, “Developer”), and the City of Oakdale (“City”), for costs incurred in preparing, adopting, and administering the EFCSP. The EFCSP Reimbursement Fee for each applicant who develops property within the EFCSP Plan Area is \$7,765 per acre. The EFCSP Reimbursement Fee is based on each applicant’s relative benefit from the EFCSP. The City will collect the EFCSP Reimbursement Fee at the time an application to develop property subject to the EFCSP is submitted.

2. The EFCSP Infrastructure Fee (Attachment B)

The EFCSP Infrastructure Fee establishes a fee on new development within the EFCSP Plan Area to pay for the necessary infrastructure and public facilities (collectively, the “Public Improvements”) to support development within the EFCSP Plan Area. The EFCSP Infrastructure Fee supports continued buildout of the EFCSP. In addition, Developer, who owns approximately 65 acres of the total 192 acres within the EFCSP Plan Area, has already provided certain Public



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT
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Improvements which benefit the entire EFCSP Plan Area. For example, improvements related to sewer, storm drainage, irrigation, and circulation that provide service at a higher level than is required for the Developer's impacts have been constructed. Consequently, the EFCSP Infrastructure Fee will also serve to reimburse Developer for oversizing certain Public Improvements in excess of Developer's fair share contribution. The EFCSP Infrastructure Fee will be charged to cover each applicant's fair share contribution toward the Public Improvements benefiting the EFCSP Plan Area. The City will collect the EFCSP Reimbursement Fee at the time a building permit is sought in EFCSP Plan Area.

BACKGROUND

2006 Adoption of Original East F Street Corridor Specific Plan

The City Council adopted the EFCSP in 2006. The EFCSP established the framework for the development of approximately 192 acres along State Highway 108/120/East F Street in the City. The goal of adopting the EFCSP, and annexing that area into City limits, was to accentuate and enhance the role of the eastern portion of the City in shaping the City's character, community identity, and economic vitality. The EFCSP set guidelines for the development of complementary land uses including low, medium, and high-density residential, mixed-use commercial and residential, public and semi-public, and parks and open space.

Entitlements approved in conjunction with the EFCSP included: annexation and rezoning of the EFCSP Plan Area; amendment of the general plan; certification of a final environmental impact report; adoption of a mitigation monitoring and reporting program; and approval of a statement of overriding considerations.

Implementation of the EFCSP: Tentative Maps and Development Agreements

The Planning Commission has approved two (2) subdivision maps within the EFCSP Plan Area which partially implement the EFCSP: Tentative Map No. 2010-39 ("Tesoro I") and Vesting Tentative Map No. 2015-11 ("Tesoro II"). In 2011, the Planning Commission approved Tesoro I and related conditions of approval. Tesoro I covers approximately 80 acres in the North sub-area, and provides a mix of low-density residential units along with a storm drainage basin and park space. Construction of Tesoro I is near completion. In 2019, the Planning Commission approved Tesoro II and related conditions of approval. Tesoro II covers approximately 40 acres in the North sub-area, and provides for the development of 79 single-family residential units along with a storm drainage basin and park space.

In 2011, the City entered into a development agreement ("Development Agreement") with Trieste Investors, LLC, to establish certain rights and obligations for the development of real property within the EFCSP Plan Area. In 2014, the City and Trieste Investors, LLC amended the Development Agreement to reflect modifications made to certain terms and conditions of approval. In 2019, the City, Trieste Investors, LLC, and Tesoro Homes, Inc. entered into an Amended and Restated Development Agreement to reflect modifications made to certain terms



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT
April 20, 2020

and conditions of approval, changes in land ownership within the EFCSP Plan Area, and subsequent amendment of the EFCSP.

2019 Amendment to the EFCSP

In 2019, the City Council approved an amendment to the EFCSP ("Amended EFCSP"). The Amended EFCSP allows for a 16-acre shopping center at the East F Street intersection with Stearns Road, capitalizing on the mixed-use corridor along Highway 108/120/East F Street. The shopping center use increases retail and service opportunities on the east side of the City. The Amended EFCSP also reconfigured residential, mixed-use, and open space land uses.

Entitlements approved in conjunction with the Amended EFCSP included: amendment of the general plan; adoption of a public facilities financing plan; approval of the amended and restated development agreement between the City and Developer; certification of a supplement to the environmental impact report for the EFCSP (State Clearinghouse #2003072147); adoption of a mitigation monitoring and reporting program; and approval of a statement of overriding considerations.

ANALYSIS/DISCUSSION

The EFCSP and corresponding Public Facilities Financing Plan contemplate the establishment of two fees to be charged to applicants who develop property within the EFCSP Plan Area: (1) the EFCSP Reimbursement Fee, and (2) the EFCSP Infrastructure Fee. The purpose of the EFCSP Reimbursement Fee is to equitably distribute the costs of preparing, adopting, and administering the EFCSP and related entitlements. The purpose of the EFCSP Infrastructure Fee is to equitably distribute the costs of the necessary Public Improvements to support continued buildout of the EFCSP Plan Area.

1) EFCSP Reimbursement Fee

State law authorizes cities to impose a fee to recover costs incurred in preparing a specific plan on applicants seeking approvals required to be consistent with that specific plan. The fee may also cover costs incurred in processing related entitlements, such as annexations, and complying with the California Environmental Quality Act ("CEQA"). The fee charged shall not result in revenue to the City above the total cost of preparing, adopting, and administering the specific plan and related entitlements.

State law permits reimbursement of these costs because of higher development values which accompany specific plans. Applicants who develop property within the boundaries of a specific plan benefit from increased development potential, and therefore should equitably shoulder the costs of creating the specific plan.

Here, it was the Developer who fronted the costs of preparing the EFCSP and related entitlements. Developer has incurred a total of \$900,000. Developer funded: (1) the annexation of territory lying east of the City; (2) studies of the necessary infrastructure and public facilities;



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CITY COUNCIL STAFF REPORT
April 20, 2020

(3) preparation of the EFCSP and corresponding environmental impact report (“EIR”); (4) preparation of the Amended EFCSP and corresponding Supplemental EIR; (5) formulation of the Public Facilities Financing Plan; and (6) the City’s legal fees and staff fees attributable to processing the EFCSP.

The EFCSP Reimbursement Fee is set at \$7,765.19 per acre. The formula used to calculate the fee factors in only the net developable acreage within the EFCSP Plan Area, and not land uses which are undevelopable. Proceeds from the EFCSP Reimbursement Fee will be used to compensate Developer for costs incurred, subject to an agreement between the City and Developer. The EFCSP Reimbursement Fee will be charged to each applicant who develops property subject to the EFCSP at the time an application is submitted.

2) EFCSP Infrastructure Fee

State law permits cities to impose an infrastructure fee on development projects to pay for the Public Improvements necessary to support the project. The infrastructure fee charged to the applicant must be based on the cost of Public Improvements required to serve the applicant’s project, and thus must not exceed the applicant’s fair share contribution.

The City has adopted a Public Facilities Financing Plan (“Financing Plan”) to identify the necessary Public Improvements to support continued buildout of the EFCSP Plan Area. The Financing Plan, addresses the costs of necessary Public Improvements that only benefit properties within the EFCSP Plan Area. The EFCSP Infrastructure Fee covers necessary sewer, storm drainage, irrigation, and circulation improvements which support development within the EFCSP Plan Area, but do not provide greater benefits beyond EFCSP boundaries. Applicants would also be subject to the City’s Capital Facilities Fee program to address a project’s impact on the City’s infrastructure as a whole.

Consistent with the Financing Plan, the EFCSP Infrastructure Fee will fund sewer, storm drainage, irrigation, and circulation improvements. The EFCSP Infrastructure Fee allocates different fee amounts to different land uses to accurately reflect the infrastructure needs of different project uses. The EFCSP Infrastructure Fee will support continued buildout of the EFCSP. Where Developer has already provided certain Public Improvements subject to the EFCSP Infrastructure Fee, or has done so in excess of Developer’s fair share contribution, the City will provide Developer with fee credits and reimbursements consistent with the First Amended and Restated Development Agreement and subject to a reimbursement agreement with the City.

Land use assumptions, public facility demands and standards, and cost estimates within the EFCSP Plan Area may change. The proposed ordinance provides the City with the authority to adjust the EFCSP Infrastructure Fee, so long as such adjustment is consistent with the Financing Plan. The EFCSP Infrastructure Fee shall escalate annually based on a predetermined index to keep pace with construction cost inflation.

The EFCSP Reimbursement Fee will be charged to each applicant who develops property subject to the EFCSP at the time a building permit is sought.



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT
April 20, 2020

ENVIRONMENTAL DETERMINATION

The City Council previously adopted an EIR and Supplemental EIR for the EFCSP, State Clearinghouse No. 2003072147. The City finds that the Project's impacts will not result in a substantial change to the EIR or previously approved mitigation measures. Accordingly, pursuant to Section 15162(a) of the CEQA Guidelines, preparation of a subsequent EIR is not warranted.

Based on the record as a whole, there is no substantial evidence that the proposed Project would result in significant environmental impacts not previously studied in the EIR and, accordingly, the Project would not result in any conditions identified in Section 15162 of the CEQA Guidelines.

FISCAL IMPACTS

1) EFCSP Reimbursement Fee

The EFCSP Reimbursement Fee is designed to result in zero net cost to the City. Developer fronted the costs being collected through the EFCSP Reimbursement Fee and the Developer will receive reimbursement through the fees collected, subject to an agreement with the City. An administrative component is incorporated into the EFCSP Reimbursement Fee to compensate for City staff's administration of the EFCSP Reimbursement Fee.

2) EFCSP Infrastructure Fee

The EFCSP Infrastructure Fee is designed to result in zero net cost to the City. All applicants who develop property within the EFCSP Plan Area are subject to the City's Capital Facility Fees, the EFCSP Infrastructure Fee, and applicable in-tract fees to address the costs of Public Improvements associated with the applicant's projects.

RECOMMENDATION

City Council action on the EFCSP Reimbursement and Infrastructure Fees would entail the following motions:

1. Introduce for first reading and introduction Ordinance 2020-XX establishing the EFCSP Reimbursement Fee.
2. Introduce for first reading and introduction Ordinance 2020-XX establishing the EFCSP Infrastructure Fee

ATTACHMENTS

- A. Ordinance 2020-XX Establishing the EFCSP Reimbursement Fee.
- B. Ordinance 2020-XX Establishing the EFCSP Infrastructure Fee.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT
April 20, 2020**

**Exhibit A
EFCSP Reimbursement Fee Ordinance**

CITY OF OAKDALE

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE OAKDALE CITY COUNCIL
TO ESTABLISH A REIMBURSEMENT FEE RELATED TO THE
PREPARATION, ADOPTION, AND ADMINISTRATION
OF THE EAST F STREET CORRIDOR SPECIFIC PLAN

WHEREAS, to further implement the East F Street Corridor Specific Plan, as amended ("Specific Plan"), the purpose of this Ordinance is to establish and impose a fee on new development within the Specific Plan area to equitably distribute the costs of preparing, adopting, and administering the Specific Plan and related documentation ("East F Street Corridor Specific Plan Reimbursement Fee"); and

WHEREAS, under the authority of Government Code Section 65450, on March 6, 2006, the City of Oakdale ("City") approved the East F Street Corridor Specific Plan ("Original Specific Plan"), and other necessary approvals related to the Original Specific Plan, to establish a regulatory framework for the development of approximately 192 acres along State Highway 108/120/East F Street, furthering the objectives in the City's General Plan; and

WHEREAS, the Specific Plan area encompasses two (2) areas: The South sub-area, which includes lands lying south along East F St./Hwy 108/120, and the North sub-area, which includes the lands north of East F St./Hwy 108/120 ("Specific Plan Area"); and

WHEREAS, the Specific Plan has been partially implemented through the approval of two (2) subdivision maps, Tentative Subdivision Map No. 2010-39 and Tentative Subdivision Map No. 2015-11, each furthering the residential development goals of the Specific Plan; and

WHEREAS, on December 2, 2019, the City Council adopted Ordinance No. 1267 approving an amendment to the Specific Plan ("Specific Plan Amendment"). The Specific Plan Amendment reconfigures planned land uses in the North sub-area, specifically providing for a 16-acre shopping center, designated as general commercial, at the northwest corner of East F Street and Stearns Road, to complement the planned mix of residential, mixed-use, parks and open-space, and public/semi-public land uses in the Specific Plan Area; and

WHEREAS, on December 2, 2019, the City Council adopted Ordinance No. 1268, approving an Amended and Restated Development Agreement (the "Development Agreement") by and between the City and Tesoro Homes, Inc. and Trieste Investors, Inc. (collectively, "Developer"), to establish Developer's rights and obligations while promoting orderly development in the Specific Plan Area; and

WHEREAS, the City and Developer have incurred costs associated with the preparation and adoption of the Original Specific Plan and related approvals, including the Environmental Impact Report ("EIR"); the Specific Plan Amendment and Supplemental EIR; for studies, reports and other costs related to fire protection, infrastructure master planning, infrastructure financing and annexation; and for the City's legal fees, staff fees and other costs directly attributable to processing approvals related to the Original Specific Plan, the Specific Plan Amendment and annexation (collectively, "Specific Plan and Annexation Costs"); and

WHEREAS, pursuant to Government Code Section 65456 and Section 21.11 of Chapter 36 in the Oakdale Municipal Code, the City may impose a fee upon applicants seeking governmental approvals which must be consistent with the Specific Plan, to defray the costs of preparing, adopting, and administering the Specific Plan; and

WHEREAS, this Ordinance establishes and imposes the East F Street Corridor Specific Plan Reimbursement Fee on applicants who plan to develop property in the Specific Plan Area to equitably distribute the Specific Plan and Annexation Costs incurred by the City and Developer, and also the City's ongoing costs of administering the East F Street Corridor Specific Plan Reimbursement Fee. The East F Street Corridor Specific Plan Reimbursement Fee charged shall be prorated consistent with each applicant's relative benefit derived from the Specific Plan, on a developable acre basis; and

WHEREAS, consistent with the Development Agreement, the City has agreed to provide for reimbursement of Specific Plan and Annexation Costs incurred by Developer, which benefit other applicants who develop property in the Specific Plan Area, pursuant to adoption of the reimbursement fee described in this Ordinance; and

WHEREAS, the City has determined the East F Street Corridor Specific Plan Reimbursement Fee, incorporated herein as **Exhibit B**, is necessary to facilitate orderly development in the Specific Plan Area.

NOW, THEREFORE, THE CITY OF OAKDALE CITY COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Reimbursable Costs Incurred. Through September 15, 2019 Developer has incurred Specific Plan and Annexation Costs (or "Reimbursable Costs") totaling Nine Hundred Thousand Dollars (\$900,000.00), as depicted in **Exhibit B** ("Reimbursement Fee Related To The Preparation, Adoption, And Administration Of The East F Street Corridor Specific Plan"). The costs shown in **Exhibit B** are reimbursable costs pursuant to Government Code Section 65456, and Section 21.11 of Chapter 36 in the Oakdale Municipal Code.

SECTION 2. Administration Fee Component. Under the authority of Government Code Section 65456, an administrative component shall be incorporated into the East F Street Corridor Specific Plan Reimbursement Fee to cover the ongoing costs of administering the East F Street Corridor Specific Plan Reimbursement Fee. Such costs include, but are not limited to, the calculation and collection of the fees, tracking of deposits, preparation of the required reports, and fee adjustments. The administrative component shall be equivalent to two percent (2%) of the Reimbursable Costs, which amounts to eighteen-thousand dollars (\$18,000.00). The administrative component of the East F Street Corridor Specific Plan Reimbursement Fee is consistent with the administrative component of the City's Capital Facilities Fee, which was adopted on January 19, 2016.

SECTION 3. Fee Established. The East F Street Corridor Specific Plan Reimbursement Fee is established to reimburse the City and Developer for costs associated with the preparation, adoption, and administration of the East F Street Corridor Specific Plan. The East F Street Corridor Specific Plan Reimbursement Fee is a permit processing fee on development within the Specific Plan Area to equitably distribute Specific Plan and Annexation Costs, and ongoing administrative costs, incurred by the City and Developer among applicants who benefit from the Specific Plan. The City Manager or his or her appointee shall impose the East F Street Corridor Specific Plan Reimbursement Fee, incorporated herein as **Exhibit B**, consistent with

Government Code Section 65456, and Section 21.11 of Chapter 36 in the Oakdale Municipal Code, and the Development Agreement.

SECTION 4. Amount of Fee. The East F Street Corridor Specific Plan Reimbursement Fee shall be charged to each parcel in the Specific Plan Area, as shown in **Exhibit A** ("Plan Area Fee Map Related to the East F Street Corridor Specific Plan"), consistent with the applicant's relative benefit derived from the Specific Plan. For purposes of estimating relative benefit, the amount charged shall be based on the net developable acreage within the Specific Plan Area, as described in **Exhibit B**. Additional costs related to the preparation, adoption, and administration of the Specific Plan may be incurred. Therefore, City staff may report to the City Council at least once every year, or more frequently as needed, to request the City Council update the East F Street Corridor Specific Plan Reimbursement Fee established by this Ordinance. Pursuant to Government Code Section 65456, the East F Street Corridor Specific Plan Reimbursement Fee incorporated herein does not exceed the costs of preparation, adoption, and administration of the Specific Plan, including costs incurred in complying with the California Environmental Quality Act at Public Resources Code Section 21000 et seq.

SECTION 5. Time of Payment. The East F Street Corridor Specific Plan Reimbursement Fee shall be due and payable at the time an application to develop in the Specific Plan Area is submitted.

SECTION 6. Creation of Fee Account. Pursuant to Government Code Section 66006, the City Manager and Finance Director shall establish and maintain a separate account for the East F Street Corridor Specific Plan Reimbursement Fee established by this Ordinance. The City Manager and Finance Director shall maintain a record or accounting of East F Street Corridor Specific Plan Reimbursement Fees collected and remitted, which shall be available to any person upon reasonable written notice and request.

SECTION 7. Use of Fee Revenue. Revenue collected from the East F Street Corridor Specific Plan Reimbursement Fee shall be used only to reimburse the City and Developer for costs incurred in the preparation, adoption, and administration of the Specific Plan. The City Manager and Finance Director shall forward revenue collected from the East F Street Corridor Specific Plan Reimbursement Fee to Developer, based on the eligible Specific Plan and Annexation Costs incurred by Developer, within sixty (60) calendar days of collection, consistent with the Development Agreement.

SECTION 8. Environmental Review. Adoption of the East F Street Corridor Specific Plan Reimbursement Fee is within the purview of the Specific Plan project. Environmental impacts for the Specific Plan have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") at Public Resources Code Section 21000 et seq. On March 6, 2006, the City Council certified the Specific Plan's Focused EIR, and a Final Supplement to the EIR was prepared for the Specific Plan Amendment (SCH # 2003072147).

SECTION 9. Severability. If any action, subsection, sentence, clause or phrase of this Ordinance or the fees levied by this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Ordinance or the fees levied by this Ordinance that can be given effect without the invalid provisions.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Oakdale held on the 20th day of April, 2020; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed:

J.R. McCarty, Mayor

Attest:

Rouzé Roberts, City Clerk

Exhibit A

**PLAN AREA FEE MAP
RELATED TO THE EAST F STREET CORRIDOR SPECIFIC PLAN**

Figure 3-1: Specific Plan Land Use Concept Plan

East F Street Specific Plan

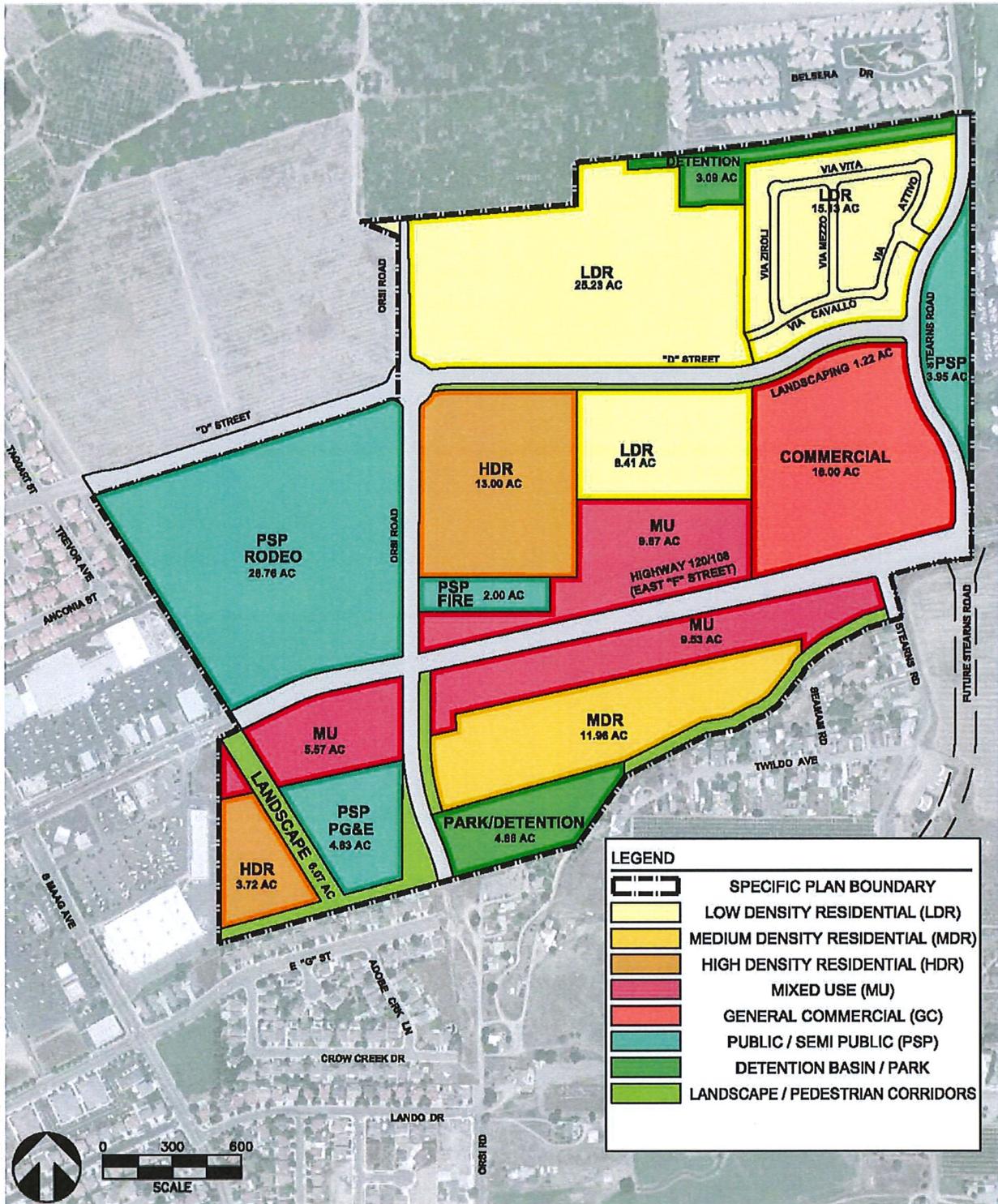


Exhibit B

REIMBURSEMENT FEE RELATED TO THE
PREPARATION, ADOPTION, AND ADMINISTRATION
OF THE EAST F STREET CORRIDOR SPECIFIC PLAN

1. Allocation of East F Street Corridor Specific Plan (“EFCSP”) Reimbursement Fee

The EFCSP Reimbursement Fee shall be based on the following formula:

$$\frac{\text{(Total Reimbursable Costs / Net Developable Acreage)}}{\text{EFCSP Reimbursement Fee}}$$

2. Total Reimbursable Costs: (Base Component + Administrative Component)

A. Base Component (i.e., Specific Plan and Annexation Costs)

Cost Type	Reimbursable Costs
EFCSP, EIR and Annexations costs	\$475,000.00
Amended EFCSP, Supplement to EIR, Public Facilities Financing Plan, and related studies and costs	\$325,000.00
Engineering Services	\$100,000
Total:	\$900,000.00

B. Administrative Component (i.e., costs to administer the EFCSP Reimbursement Fee)

Administrative Component = Two Percent (2%) of Base Component (\$900,000)
Administrative Component = \$18,000

C. Total Reimbursable Costs

Base Component (\$900,000) + Administrative Component (\$18,000): **\$918,000**

3. Net Developable Acreage

A. Gross EFCSP Acreage:	192 acres
Less Non-Reimbursable Acreage within EFCSP Plan Area:	73.78 acres
Open Space:	15.24 acres
Public / Semi-Public:	37.54 acres
Major Circulation:	21 acres
B. Net Developable Acreage:	118.22 acres

4. East F Street Corridor Specific Plan Reimbursement Fee:

Total Reimbursable Costs (\$918,000.00) / Net Developable Acreage (118.22 acres):

\$7,765.19 / per acre

**The acreage attributed to each applicant shall be the net developable acreage per lot.*



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT
April 20, 2020**

Exhibit B

EFCSP Infrastructure Fee Ordinance

CITY OF OAKDALE

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE OAKDALE CITY COUNCIL
TO ESTABLISH AN INFRASTRUCTURE FEE
TO FUND INFRASTRUCTURE IMPROVEMENTS RELATED TO THE
EAST F STREET CORRIDOR SPECIFIC PLAN

WHEREAS, to further implement the East F Street Corridor Specific Plan, as amended ("Specific Plan"), the purpose of this Ordinance is to establish and impose a fee on new development in the Specific Plan area to equitably distribute the burden of financing public infrastructure improvements which support the Specific Plan area ("East F Street Corridor Specific Plan Infrastructure Fee"); and

WHEREAS, under the authority of Government Code Section 65450, on March 6, 2006, the City of Oakdale ("City") approved the East F Street Corridor Specific Plan ("Original Specific Plan"), and other necessary approvals related to the Original Specific Plan, to establish a regulatory framework for the development of approximately 192 acres along State Highway 108/120/East F Street, furthering the objectives in the City's General Plan; and

WHEREAS, the Specific Plan area encompasses two (2) areas: The South sub-area, which includes lands lying south along East F St./Hwy 108/120, and the North sub-area, which includes the lands north of East F St./Hwy 108/120 ("Specific Plan Area"); and

WHEREAS, the Specific Plan has been partially implemented through the approval of two (2) subdivision maps, Tentative Subdivision Map No. 2010-39 and Tentative Subdivision Map No. 2015-11, each furthering the residential development goals of the Specific Plan; and

WHEREAS, on December 2, 2019, the City Council adopted Ordinance No. 1267 approving an amendment to the Specific Plan ("Specific Plan Amendment"). The Specific Plan Amendment reconfigures planned land uses in the North sub-area, specifically providing for a 16-acre shopping center, designated as general commercial, at the northwest corner of East F Street and Stearns Road, to complement the planned mix of residential, mixed-use, parks and open-space, and public/semi-public land uses in the Specific Plan Area; and

WHEREAS, on November 4, 2019, the City Council approved Resolution No. 2019-128, adopting the East F Street Corridor Specific Plan Public Facilities Financing Plan ("Financing Plan") to identify needed infrastructure to implement the Specific Plan, and provide financing mechanisms to fund this infrastructure; and

WHEREAS, on December 2, 2019, the City Council adopted Ordinance No. 1268, approving an Amended and Restated Development Agreement (the "Development Agreement") by and between the City and Tesoro Homes, Inc. and Trieste Investors, Inc. (collectively, "Developer"), to establish Developer's rights and obligations while promoting orderly development in the Specific Plan Area; and

WHEREAS, under the Development Agreement, Developer is obligated to advance-fund or construct and install public infrastructure improvements to support development within the

Specific Plan Area. However, the actual infrastructure needed for any specific development within the Specific Plan Area largely depends on the order and timing of development overall; and

WHEREAS, the Financing Plan identifies the establishment of the East F Street Corridor Specific Plan Infrastructure Fee to fairly allocate the cost of certain infrastructure improvements as identified in the Financing Plan which may benefit other applicants who develop property in the Specific Plan Area, not otherwise covered by the City's Capital Facilities Fees; and

WHEREAS, Government Code Section 66000 et seq. allows a city to adopt fees in connection with approval of a development project for the purpose of defraying all or a portion of the cost of infrastructure needed to support the development project; and

WHEREAS, to provide the necessary infrastructure to support the Specific Plan, this Ordinance establishes and imposes the East F Street Corridor Specific Plan Infrastructure Fee on applicants who develop property in the Specific Plan Area. Where Developer has already advance-funded or installed infrastructure benefitting other properties in the Specific Plan Area, pursuant to the Development Agreement, the City has agreed to reimburse Developer through revenues collected from the East F Street Corridor Specific Plan Infrastructure Fee established by this Ordinance; and

WHEREAS, the City has determined the East F Street Corridor Specific Plan Infrastructure Fee is necessary to support the costs of infrastructure required to facilitate orderly development in the Specific Plan Area.

NOW, THEREFORE, THE CITY OF OAKDALE CITY COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Fee and Impact Nexus. Pursuant to Government Code Section 66001, and further justified by the Financing Plan, a reasonable relationship exists between the East F Street Corridor Specific Plan Infrastructure Fee incorporated herein and the types of development projects in the Specific Plan Area on which the fees may be imposed. Revenue collected from the East F Street Corridor Specific Plan Infrastructure Fee will be used for the acquisition, installation, and construction of the infrastructure improvements benefitting the Specific Plan Area identified in the Financing Plan, or to reimburse Developer for the installation and construction of said infrastructure improvements.

SECTION 2. Fee Established. The East F Street Corridor Specific Plan Infrastructure Fee is established to equitably distribute the burden of financing public infrastructure improvements within the Specific Plan Area. Applicants who develop property within the Specific Plan Area, as described in **Exhibit A** ("Plan Area Fee Map Related to the East F Street Corridor Specific Plan"), shall be subject to the East F Street Corridor Specific Plan Infrastructure Fee. The City Manager or his or her appointee shall impose the East F Street Corridor Specific Plan Infrastructure Fee consistent with **Exhibit B** ("Infrastructure Fee Related to the East F Street Corridor Specific Plan").

SECTION 3. Fee Adjustment. The East F Street Corridor Specific Plan Infrastructure Fee shall annually adjust based on general changes in construction costs over the prior year. To ensure the East F Street Corridor Specific Plan Infrastructure Fee does not collect less than is needed as facility costs rise due to inflation, the City Council may authorize escalation of the East F Street Corridor Specific Plan Infrastructure Fee each year based on the Engineering News-Record 20-City Construction Cost Index. In addition, the burden of financing infrastructure

improvements in the Specific Plan Area may shift based on future changes to land use, public facility demands and standards, and cost estimates within the Specific Plan Area. Therefore, City staff may report to the City Council at least once every year, or more frequently as needed, to request the City Council adjust the East F Street Corridor Specific Plan Infrastructure Fee consistent with the Financing Plan.

SECTION 4. Administration Fee Component. An administrative component shall be incorporated into the East F Street Corridor Specific Plan Infrastructure Fee to cover the ongoing costs of administering the East F Street Corridor Specific Plan Infrastructure Fee. Such costs include, but are not limited to, the calculation and collection of the fees, tracking of deposits, preparation of the required reports, and fee adjustments. The administrative component shall be equivalent to two percent (2%) of the East F Street Corridor Specific Plan Infrastructure Fee charged to any applicant who develops property within the Specific Plan Area. The administrative component of the East F Street Corridor Specific Plan Infrastructure Fee is consistent with the administrative component of the City's Capital Facilities Fee, which was adopted on January 19, 2016. The burden of administering the East F Street Corridor Specific Plan Infrastructure Fee is subject to change. Therefore, City staff may report to the City Council at least once every year, or more frequently as needed, to request the City Council adjust the administrative component of the East F Street Corridor Specific Plan Infrastructure Fee.

SECTION 5. Time of Payment. The East F Street Corridor Specific Plan Infrastructure Fee shall be due and payable prior to the issuance of building permit.

SECTION 6. Creation of Fee Account. Pursuant to Government Code Section 66006, the City Manager and Finance Director shall establish and maintain a separate account for the collection of revenue from the East F Street Corridor Specific Plan Infrastructure Fee established by this Ordinance. The City Manager and Finance Director shall maintain a record or accounting of the East F Street Corridor Specific Plan Infrastructure Fees collected and remitted, which shall be available to any person upon reasonable written notice and request.

SECTION 7. Use of Fee Revenue. Revenue from collection of the East F Street Corridor Specific Plan Infrastructure Fee shall be used to fund infrastructure improvements consistent with the Financing Plan. Where Developer is subject to reimbursement for advance-funding or installing infrastructure improvements benefitting the Specific Plan Area, the City Manager and Finance Director shall forward revenue collected from the East F Street Corridor Specific Plan Infrastructure Fee to Developer consistent with the Development Agreement.

SECTION 8. Environmental Review. Adoption of the East F Street Corridor Specific Plan Infrastructure Fee is within the purview of the Specific Plan project. Environmental impacts for the Specific Plan have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") at Public Resources Code Section 21000 et seq. On March 6, 2006, the City Council certified the Specific Plan's Focused EIR, and a Final Supplement to the EIR was prepared for the Specific Plan Amendment (SCH # 2003072147).

SECTION 9. Severability. If any action, subsection, sentence, clause or phrase of this Ordinance or the fees levied by this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Ordinance or the fees levied by this Ordinance that can be given effect without the invalid provisions.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Oakdale held on the 20th day of April, 2020; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Signed:

Rouzé Roberts, City Clerk

J.R. McCarty, Mayor

Exhibit A

**PLAN AREA FEE MAP
RELATED TO THE EAST F STREET CORRIDOR SPECIFIC PLAN**

Figure 3-1: Specific Plan Land Use Concept Plan

East F Street Specific Plan

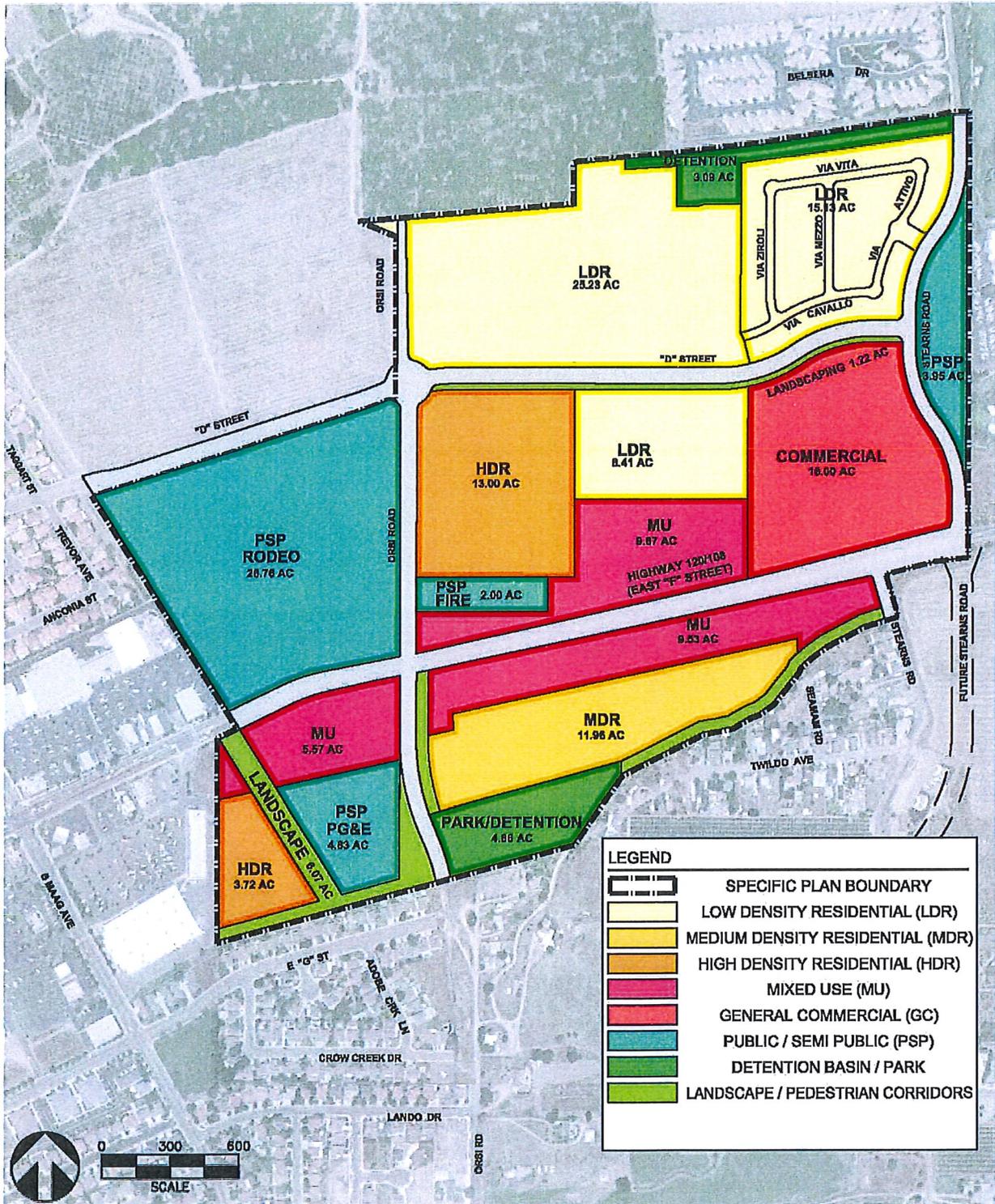


Exhibit B

**INFRASTRUCTURE FEE RELATED TO THE
EAST F STREET CORRIDOR SPECIFIC PLAN**

Specific Plan Area Fee

East F Street Specific Plan

Water:

Land Use Description	Acreage	Total Units	Gallons/day /person	Population or Employees	% Distribution	Fee/Acre
Tesoro Unit 1	15.13	86	185			\$ -
Low Density Residential (LDR)	33.64	143	185	415	18.43%	\$ -
Medium Density Residential (MDR)	11.96	102	185	295	13.11%	\$ -
High Density Residential (HDR)	16.72	213	93	618	27.48%	\$ -
Mixed Use (MU)	24.77	89	68.8	573	25.49%	\$ -
General Commercial (COM)	16.00		49	348	15.49%	\$ -
Total Acreage	118.22					Total Specific Plan Cost: \$ -
						Adjusted Specific Plan Cost¹: \$ -

Sewer:

Land Use Description	Acreage	Total Units	Gallons/day /acre	Total Gallons/day	% Distribution	Fee/Acre
Tesoro Unit 1	15.13	86	750			\$ 4,203.76
Low Density Residential (LDR)	33.64	143	750	25,230.00	27.99%	\$ 3,798.60
Medium Density Residential (MDR)	11.96	102	750	8,970.00	9.95%	\$ 3,798.60
High Density Residential (HDR)	16.72	213	1610	26,919.20	29.86%	\$ 8,154.32
Mixed Use (MU)	24.77	89	965	23,903.05	26.52%	\$ 4,887.53
General Commercial (COM)	16.00		320	5,120.00	5.68%	\$ 1,620.73
Total Acreage	118.22					Total Specific Plan Cost: \$ 520,155.00
						Adjusted Specific Plan Cost¹: \$ 456,552.13

Storm:

Land Use Description	Acreage (A)	Total Units	Runoff Coeff. (C)	C X A	% Distribution	Fee/Acre
Tesoro Unit 1	15.13	86	0.4			\$ 11,290.58
Low Density Residential (LDR)	33.64	143	0.4	13.46	30.62%	\$ 11,162.94
Medium Density Residential (MDR)	11.96	102	0.4	4.78	10.89%	\$ 11,162.94
High Density Residential (HDR)	16.72	213	0.5	8.36	19.03%	\$ 13,953.68
Mixed Use (MU)	24.77	89	0.7	17.34	39.46%	\$ 19,535.15
General Commercial (COM) ²	0.00		0.7	0.00	0.00%	\$ -
Total Acreage	102.22					Total Specific Plan Cost: \$ 1,397,047.50
						Adjusted Specific Plan Cost¹: \$ 1,226,221.06

Specific Plan Area Fee

East F Street Specific Plan

Circulation:

Land Use Description	Acreage	Total Units	P.H. Trip DUE/Unit	P.H. Trip DUE/Acre	PH Trips	Fee/Acre
Tesoro Unit 1	15.13	86				\$ 24,294.16
Low Density Residential (LDR)	33.64	143	1.01	4.29	144.40	\$ 12,886.17
Medium Density Residential (MDR)	11.96	102	1.01	8.59	102.68	\$ 25,772.34
High Density Residential (HDR)	16.72	213	0.67	8.54	142.83	\$ 25,644.75
Mixed Use (MU)	24.77	89	0.67	11.02	273.00	\$ 33,086.00
General Commercial (COM)	16.00			13.5	216.00	\$ 40,527.26
Total Acreage	118.22					
					Total Specific Plan Cost:	\$ 3,006,055.20
					Adjusted Specific Plan Cost¹:	\$ 2,638,484.51
					Specific Plan Cost per Trip:	\$ 3,002.02

Notes:

1. Tesoro Unit 1 collected fees distributed proportionately to Specific Plan Costs
2. General Commercial is required to retain storm runoff onsite.

Total Plan Area Fee/Acre

Tesoro Unit 1	\$ 39,788.50
Low Density Residential (LDR)	\$ 27,847.70
Medium Density Residential (MDR)	\$ 40,733.87
High Density Residential (HDR)	\$ 47,752.75
Mixed Use (MU)	\$ 57,508.68
General Commercial (COM)	\$ 42,147.99



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: April 3, 2020

To: Mayor McCarty and Members of the City Council

From: Albert Avila, Finance Director

Subject: Consider approving the Designation of Authorized Agents to file related documents with the California Governor's Office of Emergency Services to seek reimbursement for the COVID-19 Pandemic.

I. Background:

On January 31, 2020, President Donald J. Trump's Health and Human Services Secretary, Alex Azar, declared a public health emergency in response to the COVID-19 outbreak. This was followed by President Trump approving California's request for a presidential Major Disaster Declaration on March 22, 2020. This declaration made California, its counties and local municipalities eligible for federal funding and assistance for reimbursement of up to 75% of eligible costs through Federal Emergency Management Agency (FEMA), which has become known as FEMA-4428-DR.

Beginning in February 2020, City of Oakdale officials began meeting in response to the declared public health emergency of COVID-19. Efforts to enact recommended guidelines as outlined by the Center for Disease Control and in accordance with Executive Order N-33-20 issued by California Governor Newsom (originally issued on March 4, 2020 and amended on March 19, 2020 to include Orders of the State Public Health Officer) began taking place citywide the week of March 16th, 2020. In response to this unprecedented pandemic an Emergency Proclamation for the City was made by the City Manager on March 16, 2020 and was approved by the City Council the same date.

II. Discussion:

The attached resolution designates that the following positions; Director of Finance and/or Police Chief and/or the City Manager within the City will be allowed to file an application with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal assistance under Public Law 93-288 as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the California Disaster Assistance Act. This action is one of the necessary steps required to be taken in order to be eligible for federal funding.

III. Fiscal Impact:

There is currently no Fiscal Impact to this action, however by not filing the attached Designation the City of Oakdale will not be eligible for possible reimbursement for expenses incurred during the events of 2020 as related to COVID-19. Should the City meet the requirements to receive funding from the Federal Emergency Management Agency (FEMA), they will reimburse the City for up to 75% of eligible expenses, at this time no declaration has been made determining if the state will reimburse an additional 18.75%, as has been done previously. The City will be required to cover the remaining eligible expenses incurred.

IV. Recommendation:

Staff recommends that the City Council Review and Approve the Resolution of Designation of Authorized Agents defined as the City Manager, Police Chief and Director of Finance to file related documents with the California Governor's Office of Emergency Services to seek reimbursement for the COVID-19 Pandemic.

V. Attachments

Attachment 1: Resolution
Attachment 2: CAL OES form 130



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

CITY COUNCIL RESOLUTION 2020-XXX (Continued)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF OAKDALE APPROVING THE DESIGNATION OF AUTHORIZED AGENTS DEFINED AS
THE CITY MANAGER, POLICE CHEIF, AND DIRECTOR OF FINANCE TO FILE RELATED
DOCUMENTS WITH THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES TO
SEEK REIMBURSEMENT FOR THE COVID-19 PANDEMIC**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAKDALE:

WHEREAS, on January 31, 2020, President Donald J. Trump's Health and Human Services Secretary, Alex Azar, declared a public health emergency in response to the COVID-19 outbreak, and;

WHEREAS, President Trump approved California's request for a presidential Major Disaster Declaration on March 22, 2020. This declaration made California, its counties and local municipalities eligible for federal funding and assistance for reimbursement of up to 75% of eligible costs, which has become known as FEMA-4428- DR, and;

WHEREAS, beginning in February 2020, City of Modesto officials began meeting in response to the declared public health emergency of COVID-19. Efforts to enact recommended guidelines as outlined by the Center for Disease Control and in accordance with Executive Order N-33-20 issued by California Governor Newsom (originally issued on March 4, 2020 and amended on March 19, 2020 to include Orders of the State Public Health Officer) began taking place city-wide the week of March 16th, 2020, and

WHEREAS, in response to this unprecedented pandemic an Emergency Proclamation for the City was made by the City Manager on March 16, 2020 and was approved by the City Council the same date.

NOW, THEREFORE BE IT RESOLVED that the CITY COUNCIL of the City of Oakdale, that it hereby approves the Designation of Authorized Agents defined as the City Manager, Police Chief and Director of Finance to file related documents with the California Governor's Office of Emergency Services to seek reimbursement for the COVID-19 Pandemic.

BE IT FURTHER RESOLVED by the Council of the City of Oakdale that the Director of Finance and/or Police Chief and/or the City Manager are hereby authorized to execute for and on behalf of the City of Oakdale, a public entity established under the laws of the State of California, the application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.



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

CITY COUNCIL RESOLUTION 2020-XXX (Continued)

BE IT FURTHER RESOLVED that the City of Oakdale, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

BE IT FURTHER RESOLVED that this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

PASSED AND ADOPTED this 20th day of April, 2020 by the following vote:

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

SIGNED:

J.R McCarty, Mayor

ATTEST:

Rouze Roberts, City Clerk

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Oakdale
(Governing Body) (Name of Applicant)

THAT Finance Director, OR
(Title of Authorized Agent)

City Manager, OR
(Title of Authorized Agent)

Police Chief
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oakdale, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oakdale, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 20th day of April, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Rouze Roberts, duly appointed and City Clerk of
(Name) (Title)

City of Oakdale, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Oakdale
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20 .

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: April 20, 2020

To: Mayor McCarty and Members of the City Council

From: Jeff Gravel, Public Services Director

Subject: Consideration of a Resolution Adopting a list of projects for Fiscal Year 2020-21 to be Funded by SB 1 as required by the Road Repair and Accountability Act of 2017.

I. BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address significant multi-modal transportation funding shortfalls statewide. SB 1 includes accountability and transparency provisions that will ensure City residents of projects funded by SB 1 each year such as an annual SB 1 project list for City Council consideration.

II. DISCUSSION

As required by SB 1, the City must adopt a list of all projects or a project proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. Staff is recommending to consider using SB1 funds toward our current City slurry seal plan. The plan is an assembly of City streets in fair to good condition which has an estimated project cost of \$370-380k for slurry seal application.

The proposed project list for fiscal year 20/21 are as follows:

Project 1: streets bounded generally by Pontiac Street to the north, Naturewood Dr./Sugar Pine Drive to the south, Willowood Drive to the east and Crane Road to the west.

Project 2: is to apply a slurry seal on a portion of G street located between Live Oak Drive and East Avenue. This was completed last summer as a fill in project, due to low bids on Slurry Seal Area 1.

Project 3: is to slurry seal West A Street between North Yosemite Avenue and Laurel Avenue.

Following bid results, both projects will be brought back for City Council consideration. With the exception of project 2, it is expected these projects will commence in early summer.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: SB 1 Fiscal Year 2020-21 Project List
MEETING DATE: April 20, 2020

Fiscal Year 2020/21 SB 1 Projects

Project Name	Location	Project Type	Useful Life	Est Completion Date
Slurry Seal Area #2	Streets bounded generally by Pontiac Street to the north, Naturewood Dr./Sugar Pine Drive to the south, Willowood Drive to the east and Crane Road to the west	Slurry Seal	5-7 years	August 2020
G Street	G street located between Live Oak Drive and East Avenue	Slurry Seal	5-7 years	Completed fall 2019
West A Street	West A Street between North Yosemite Avenue and Laurel Avenue.	Slurry Seal	5-7 years	September 2020

III. FISCAL IMPACT

By providing our project list to the California Transportation Commission (CTC), as required by SB 1, this will enable the City to use SB 1 funding for approved street and road maintenance projects for fiscal year 2020/21. SB1 revenue is budgeted fund 216.

IV. RECOMMENDATION

Staff Recommends the City Council adopt a Resolution Adopting a list of projects for Fiscal Year 2020-21 to be Funded by SB 1 as required by the Road Repair and Accountability Act of 2017.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2020-__



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

CITY COUNCIL RESOLUTION 2020-___

A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 TO BE FUNDED BY SB 1 ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Oakdale are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, The proposed project list for fiscal year 20/21 are local streets to be slurry sealed in an area bounded Project 1: streets bounded generally by Pontiac Street to the north, Naturewood Dr./Sugar Pine Drive to the south, Willowood Drive to the east and Crane Road to the west. Project 2: is to apply a slurry seal on a portion of G street located between Live Oak Drive and East Avenue. This was completed last summer as a fill in project, due to low bids on Slurry Seal Area 1. Project 3: is to slurry seal West A Street between North Yosemite Avenue and Laurel Avenue. All with a useful life of 5 -7 years which are considered for SB 1 funding; and

WHEREAS, receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging street pavement conditions that would not have otherwise been possible without SB 1; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby **Adopts a Resolution listing projects for Fiscal Year 2020-21 to be Funded by SB 1 Road Repair and Accountability Act of 2017.**



CITY OF OAKDALE
City Council Resolution (Continued)

SUBJECT: SB 1 Fiscal Year 2020-21 Project List
MEETING DATE: April 20, 2020

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 20th DAY OF
APRIL 2020**, by the following vote:

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

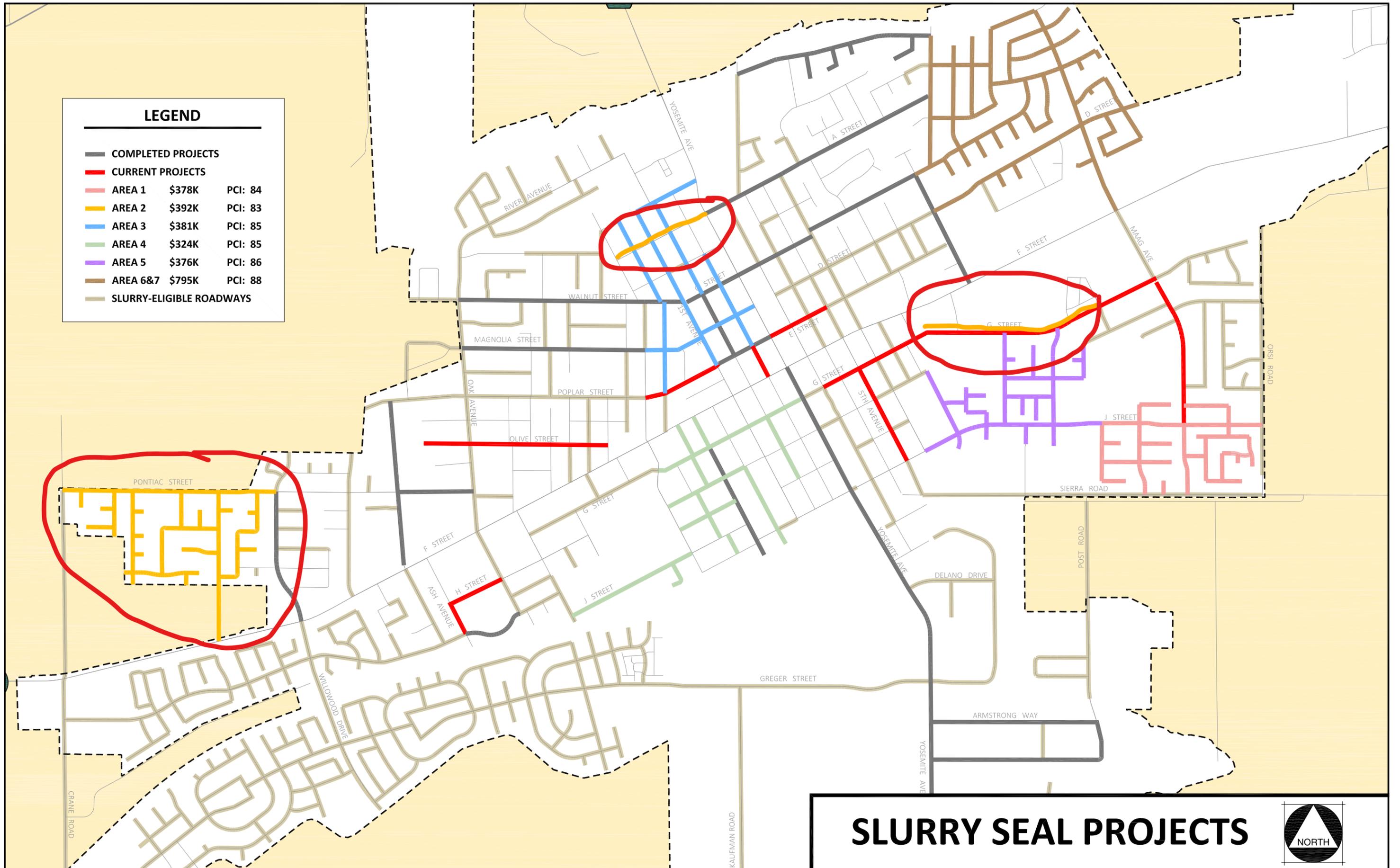
J.R McCarty, Mayor

ATTEST:

Rouze Roberts,
City Clerk

LEGEND

- COMPLETED PROJECTS
- CURRENT PROJECTS
- AREA 1 \$378K PCI: 84
- AREA 2 \$392K PCI: 83
- AREA 3 \$381K PCI: 85
- AREA 4 \$324K PCI: 85
- AREA 5 \$376K PCI: 86
- AREA 6&7 \$795K PCI: 88
- SLURRY-ELIGIBLE ROADWAYS



SLURRY SEAL PROJECTS



NORTH



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: April 14, 2020
To: Mayor McCarty and Members of the City Council
From: Albert Avila, Finance Director
Subject: Consideration of a Resolution Authorizing the City Manager to Execute an Agreement with Don's Mobile Glass for the Replacement of the Front Doors at Gladys Lemmons Senior Center.

I. Background:

The existing front doors at Gladys Lemmons Senior Center are manually operated doors with a center bar between the two doors. One of the doors can be electronically opened by having the individual pressing the pad on the right side of the entry way.



II. Discussion:

We have received requests from the Senior Commission to look into the replacement of the front doors to make the Senior Center more accessible to our senior residents that use the Senior Center on a daily basis. On a regular basis we have individuals with walkers or large wheel chairs that struggle to get through the doorway due to the metal pole in the middle which causes the opening to be very tight. Installing new automatic double slider doors will allow those individuals to access the facility more easily and thus reducing the risk of fall and injury to our senior participants.

With the Senior Center currently shut down as a result of the Covid-19 Pandemic, staff has moved this item forward in an effort to get the project done while there is virtually no occupancy at the Senior Center.

Facility Maintenance staff requested proposals from three companies to replace the current doors with sliding doors with an overhead motion / safety sensor to activate the opening and closing of the doors.

We received two proposals (Don's Mobile Glass and Vortex) that would remove the existing doors and then affix the new sliding doors to the existing window frame. The third proposal (Blanks Glass) was to totally remove the existing doors and glass assembly, reframe the entry by squaring the façade, removing the arch, and install new slider door.

III. FISCAL IMPACTS

This item is not included in the current budget; however, we have funds available in the Facility Maintenance Fund 540 to cover these costs.

The quotes are as follows:

Don's Mobile Glass	\$13,318.00
Vortex Industries	\$15,381.47
Blanks Glass	\$15,385.78

IV. Recommendation

Staff recommends that the City Council adopt the resolution awarding the low bidder Don's Mobile Glass and to appropriate \$13,318 in Fund 540 for this project and authorize the City Manager to execute the contract.

V. Attachments

Attachment A: Draft City Council Resolution 2020-XX

B: Proposals



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

CITY COUNCIL RESOLUTION 2020-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF OAKDALE AWARDDING A CONTRACT TO DON’S MOBILE GLASS IN
THE AMOUNT OF \$13,318 FOR REPLACEMENT OF FRONT DOORS TO THE GLADYS
LEMMONS SENIOR CENTER, APPROPRIATING FACILITY MAINTENANCE FUNDS (540) AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAKDALE:

WHEREAS, at the recommendation of the Senior Commission, the City Council reviewed and discussed the proposals for the replacement of the front doors at the Gladys Lemmons Senior Center, which will increase ease of accessibility; and

WHEREAS, moving forward with this project at this time is advantageous as the center is virtually unoccupied due to the Covid-19 pandemic closure; and

WHEREAS, funds had been set aside for maintenance projects in Facility Maintenance Fund 540; and

WHEREAS, staff solicited and received bids from three (3) companies; and

WHEREAS, the low bidder is Don’s Mobile Glass in the amount of \$13,318.00;

NOW, THEREFORE BE IT RESOLVED that the CITY COUNCIL of the City of Oakdale, hereby awards the contract to Don’s Mobile Glass, appropriates \$13,318 from the Facility Maintenance Fund 540 reserves, and authorizes the City Manager to execute the contract.

PASSED AND ADOPTED this 20th day of April, 2020 by the following vote:

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

SIGNED:

J.R McCarty, Mayor

ATTEST:

Rouze Roberts, City Clerk



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

CITY COUNCIL RESOLUTION 2020-XX

PROPOSAL

DON'S MOBILE GLASS

1313 SCENIC DR.

MODESTO, CA 95355

(209) 526-5848 FAX (209) 526-9112

Contractor's License #375316

DATE : 4/9/2020



CITY OF OAKDALE
280 N. THIRD AVE
OAKDALE CA. 95361

RE:

W.O.
SENIOR CENTER
450 E A OAKDALE CA.

PHONE 209 -

FAX : 209 -

EMAIL

Contact : FERNANDO LOPEZ 840-4817

We hereby submit specifications and estimates for the following:

MAIN ENTRY OPTION 1

1 - 9'-11" X 7'-8" SURFACE MOUNTED BI-PART AUTOMATIC DOOR SYSTEM

DARK BRONZE FINISH ,10" BOTTOM RAILS, OVERHEAD MOTION / SAFETY SENSOR ,DOOR HOLDING BEAMS

PREP FOR 1/4" GLASS (CLEAR) SAFETY GLASS PER CODE

TO REMOVE DOORS ONLY EXISTING STOREFRONT TO REMAIN

MATERIAL & LABOR \$ 13,318.00

EXCLUDES: POWER TO OPERATOR HEADER

MAIN ENTRY OPTION 2

1-6'-0" X 7'-8" SURFACE MOUNTED SINGLE SLIDE TELESCOPIC AUTOMATIC DOOR SYSTEM

DARK BRONZE FINISH ,10" BOTTOM RAILS, OVERHEAD MOTION / SAFETY SENSOR ,DOOR HOLDING BEAMS

PREP FOR 1/4" GLASS (CLEAR) SAFETY GLASS PER CODE

TO REMOVE DOORS ONLY EXISTING STOREFRONT TO REMAIN

MATERIAL & LABOR \$ 15,153.00

EXCLUDES: POWER TO OPERATOR HEADER

BID INCLUDES PREVAILING WAGE

All prices shown on this Proposal include tax, labor, for material and work described above

We propose hereby to furnish material and labor (if applicable) - complete in accordance with above specifications, for the sum of:

See Above

*** \$

Payment to be made as follows:

BALANCE DUE ON INSTALLATION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

BLAKE LESHER

PH # (209) 548 - 7508

E MAIL blakel@donsmobileglass.com

Note: This proposal may be withdrawn
by us if not accepted within 30 days.

Date of Acceptance: _____

Acceptance of Proposal -

The above prices, specifications and

Signature _____

conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____



PO Box 657
Jamestown, CA 95327

Phone #	Fax #
209-984-4111	209-984-4144

Estimate

Date	Estimate #
2/5/2020	52736

License #414203

Name / Address
City of Oakdale 455 South 5th Ave Oakdale, CA 95361

Ship To
Senior Center 450 E. A Street Oakdale, CA

This quote covers only the material listed below. Price quoted is firm for 30 days from date quoted and is subject to our term and conditions of sale defined herein.

Project	Rep	Terms
	OJB	Net 30

Qty	Description	Cost	Total
	Retrofit price is based on the installation of the following.....	0.00	0.00
	****Bronze anodized frame finish****	0.00	0.00
	Fully automatic door - Nabco 1175 Whisper slider with narrow stile rails, fixed sidelights, Obtex i-one sensors both sides and 1" SNX62/27 Low-e ins glass infill. 110V - 5 amp tie in by others. (1) 119 x 107" 4 panel slider with transom **door to be square, deletion of arch ** New trim and framing as required ** We will use existing power if applicable, may need electrician for final tie in.	8,475.00	8,475.00T
	PW Installation and demo	3,400.00	3,400.00
	Paint, trim and misc	2,400.00	2,400.00T
	Re-key with new core as needed	200.00	200.00
	Exclusions: 1. Final Cleaning 2. Damage to our material other than by our own action. 3. We do not have license if power does not work to repair 4. permits or engineering		0.00

Subtotal \$14,475.00

Sales Tax (8.375%) \$910.78

Total \$15,385.78

Please confirm estimate to proceed. A maximum of 24 hours is allowed for changes and special orders cannot be returned. Customers without an open account will be required to submit a deposit along with the confirmed estimate. Thank You!

Web Site
www.banksglass.com

Signature required to order



PROPOSAL

1-800-698-6783

To CITY OF OAKDALE 280 N 3RD AVE KNIGHTS FERRY, CA 95361	Site OAKDALE GLADYS LEMONS SENIOR 450 E A ST KNIGHTS FERRY, CA 95361	Date 2/4/2020
Attn. FERNANDO LOPEZ		
Ref. # SQ-429113	Phone (209) 840-4817 Fax	Job (209) 840-4817 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Main Entrance Doors:

- Remove existing doors and low energy operator
- Install new surface mount automatic door frame package
- Install new sensors
- Program main controller and sensors
- Perform AAADM safety inspection

*contact will remove brick will and install new siding



FOR THE SUM OF..... \$15, 381.47

Please note this bid INCLUDES the following:

1. Vortex Exclusive **ninety (90) day Limited Warranty** on labor.
2. Vortex Exclusive **one (1) year warranty** on all new material.
3. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
4. Removal and disposal of damaged material.
5. Prevailing Wage Rates

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any finish paint.
3. Any item not called out above.

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: 25 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Anjelica Velasquez (SAC)
Date	Date 2/4/2020



PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF OAKDALE 280 N 3RD AVE KNIGHTS FERRY, CA 95361	OAKDALE GLADYS LEMONS SENIOR 450 E A ST KNIGHTS FERRY, CA 95361	2/4/2020
Attn. FERNANDO LOPEZ		
Ref. # SQ-429113	Phone (209) 840-4817 Fax	Job (209) 840-4817 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Please fax or email signed proposal to: SACSC@VortexDoors.com
(916) 920-3667
(916) 648-9077 (Fax)

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: 25 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Anjelica Velasquez (SAC)
Date	Date 2/4/2020

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
 - 1.1 **NEW PRODUCT INSTALLATIONS.**
 - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
 - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.
 - 1.2 **REPAIRS.**
 - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY.** OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:
 - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
 - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
 - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
 - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
 - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
 - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
 - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
 - 4.1 if the related invoice is not paid within thirty (30) days;
 - 4.2 if repairs or alterations are made by anyone other than VORTEX;
 - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
 - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. – Fri. 8:00 a.m. – 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.



To: Oakdale City Council

From: Bryan Whitemyer, City Manager

Re: **April 2020 Administration Department Report**

In an effort to highlight the work being done by all City Departments, City staff provides monthly activity reports to the City Council at the 2nd City Council meeting of each month. These reports are included in the agenda packet as an informational item but council members are encouraged to ask questions about any of the items listed in the report. The purpose of these reports is to help keep the City Council and the public apprised of the work being done in all areas of city operations.

Administration Department Activities

- COVID-19: The City has spent a significant amount of time responding to the ever-changing environment caused by the COVID-19 pandemic. On Monday, March 16, 2020 the City closed all City facilities to public access. All essential City operations continue to move forward utilizing necessary safety protocols and appropriate social distancing practices. All staff meetings are held telephonically or through video conferencing arrangements. City Council meetings and Planning Commission meetings are now held using video conferencing technology. Our first Council meeting via video conference was held on April 6, 2020. The meetings continue to be broadcast over Livestream and on Comcast local channel 7.

The Oakdale Police Department has led the activation of the Oakdale Emergency Operation which has been active since March 16, 2020. City staff is documenting all City costs associated with its response to COVID-19. This includes personnel costs as well as the purchase of any and all supplies and equipment purchased as a result of this response. The hope is to submit claims to FEMA and CalOES in an effort to be reimbursed for those costs at a later date.

Dealing with this situation has been an almost all-consuming effort. There are numerous conference calls with state, federal, and local leaders. There are conference calls with the city attorney's office and risk management consultants to make sure we are handling this in the proper way. We have an excellent team at the City of Oakdale and we have responded prudently and quickly to this situation. Our efforts now are to help move our organization and community forward while preparing for the aftermath of which appears will be a pretty grim economic situation.

- The City Manager worked in the Stanislaus County Emergency Operations Center on Wednesday, March 18, 2020, Thursday, March 19, 2020, Friday, March 27, 2020, and Wednesday, April 8, 2020.
- Held zoom video conferencing meetings with the Public Services Department on Thursday, March 26, 2020 and Thursday, April 16, 2020 to provide updates on the City's response to COVID-19.
- Prepared and reviewed staff reports for the March 2, 2020, March 16, 2020, and April 6, 2020 City Council meetings.
- Held a conference call with representatives with Cramer Fish Sciences to discuss their exploratory work in the Wakefield Wilderness Area near Kerr Park. They are currently looking at what work needs to be done to restore the wilderness area to be a better habitat for fish and wildlife.

To: Bryan Whitemyer, City Manager

From: Julie Christel, Council Services and Legislative Records Manager

Re: April 2020 Department Report



Legislative

- Prepared, distributed and posted the City Council agenda packets and attended and prepared the minutes for the regular meeting of March 2, 2020 and the special and regular meetings of March 16, 2020.
- Prepared and finalized City Council Resolutions for the Mayor's and City Clerk's signatures which were then scanned, filed in the City's Records Retention System and copies distributed to departments and vendors.
- Processed and transmitted contracts/agreements approved at the March 2020 City Council meetings:
 - Longstreth - Land Lease Agreement
 - United Pavement Maintenance – WWTP NW Drying Bed Rehabilitation Project
 - Websoft Developers, Inc. – MMS GIS Project
 - Caltrans – Storm Drainage Improvements Bryan Avenue and West F Street
- Assisted, collected and processed Statements of Economic Interests (Form 700) from City staff and elected officials.
- Eight Public Records Act (PRA) requests were received during the month of March. Eight Notices of Determination were provided.
- Filed one Notice of Completions:
 - H & Ash Street Improvement Project
- Worked with the Stanislaus County Elections Office on overseeing the Vote-By-Mail Drop Box in the City Hall lobby throughout the Primary Election voting period. Updated election and polling place information on the City's website and responded to emails and phone calls from the public regarding general questions about the election.
- Advertised recruitment for open seats on City Boards, Commissions and Committees and processed and processed received applications. Facilitated Planning Commissioner interviews with Mayor McCarty and Council Member Murdoch via the Zoom application.
- Prepared staff report – Claim for Damage Rejection – Bordona
- Researched and purchased Zoom teleconferencing program to use for City Council, Planning Commission and staff meetings and worked with the City's legal team to schedule training with elected officials and staff. Also worked with legal team to update agenda language to reflect Governor Newsom's Executive Order N-29-20.

General Administration

- Prepared Certificates of Recognition/Appreciation for five Oakdale youth earning their Eagle Scout awards:
 - Jack Healy
 - Calvin Hunter
 - Carter NeVille
 - Kyle NeVille
 - Braxton Whitemyer
- Completed claim file audit with City's RMA.
- Received and processed three Claims for Damages.
 - Two Claims rejected
 - One Claim pending
- Reviewed and posted OTVB agenda for March.
- Researched City records and provided documentation for various City departments.
- Continue to work on updating files to Laserfiche.
- Manage the City's "Information" email account and respond to inquiries regarding City departments or services.
- Continue to review and update information on City website.
- Provided Notary Services to city staff.
- Records Management – Ongoing.

Special Events Applications

Applications	Event Dates
One-Time Special Event Application for the Oakdale Saddle Club's Annual Oakdale Rodeo Parade and Rodeo Event	4/10-12/2020 CANCELLED
One-Time Special Event Application for the Oakdale Enrichment Society's 4th of July All American Bash Event at Rodeo Grounds & Co-Sponsored Special Event Application for Parade	06/27/2020
Special Event Application for the Chamber of Commerce's Annual Oakdale Chocolate Festival	Tent. Date 9/12&13/2020 RESCHEDULED
Co-Sponsored Special Event Application from the Valley Art Association for the 2021 Annual Carriage Art Show	2/25-28/2021

To: Bryan Whitemyer, City Manager

From: Patrick Mondragon, Management Analyst

Re: **Apr 2020 Human Resources Department Report**



Recruitments & Terminations:

- Closed recruitment for Police Administrative Support, with 11 March being the deadline for application submissions. Waiting to schedule Oral Interviews.
- Ongoing Continuous Recruitment for the following positions: Senior Wastewater Treatment Plant Operator; Senior Maintenance Worker (Parks Division); Police Officer; Public Safety Dispatcher/Clerk.
- Preparing to launch recruitment for Electrical Systems Technician (2nd position), which has been vacant for several months.
- Retirement of Police Sergeant Mike Nixon on 22 March, after 28+ years of honorable service with Oakdale Police Department.

Strategic Communication:

- Conducted work space visitation with Wastewater Treatment Plant employees on 10 March.
- Met with Chief of Police to strategize Police Sergeant recruitment.
- As an Executive Committee member for the Central San Joaquin Valley Risk Management Authority (CSJVRMA), attended quarterly Executive Committee Meeting on 26 March.
- Represented City of Oakdale and attended CSJVRMA Board of Directors meeting on 27 March.

Training:

- Provided Trakstar Training for City of Oakdale employees on 03 March.
- Attended Monthly Public Works Safety Meeting, held at the Public Works Corporation Yard on 09 March.

MISC Items of Completion:

- Created, sent to Department Heads for review, and finalized City of Oakdale Essential and Non-Essential employee master list, and sent to City Manager.
- Created and distributed Notification of Designation as Essential Personnel letters to all City of Oakdale “Essential Employees” in response to COVID-19.

Pending Items/Future Plans (HR Plans for 2020)

- Fully implement NEGOV HR Recruitment Software. Implementation date will be 1/23/2020, with an approximate timeline of eight weeks to be fully operational.

Employee Anniversaries

- Julie Christel – Council Services & Legislative Records Manager: 22 years!
- Beth Crowley – Animal Control Officer: 6 years
- Dan Hilgen – Police Services Coordinator: 11 years
- Alex Hough – Parks Maintenance Worker I: 2 years
- Debbie Howell – Executive Secretary: 13 years
- Chris Montez – Parks Maintenance Worker II: 2 years
- Caroline Mote – Code Enforcement/Water Conservation Officer: 2 years
- Luke Pouncey – Maintenance Worker I: 1 year
- Gary Vanderheiden – Police Sergeant: 13 years
- Maria Wilson – Finance Clerk II: 3 years
- Brett Ernest – Custodian/Site Monitor: 9 years. *Brett is also a faithful CAPS member!*
- Arvind Singh – Custodian/Site Monitor: 5 years

MONTHLY SNAPSHOT

New Recruitments	0
Applications Received	12
New Hires	0
Evaluations Processed	8
Employee Turnover	2
Workers Compensation Reports	0
Interactive Process Meetings	0

To: Bryan Whitemyer, City Manager
From: Albert Avila, Director of Finance



Re: April 2020 Finance Department Report For MarchJune

Departmental Actions of Note:

Finance – Doors were closed to the public effective March 16, 2020

- Processed and 7,830 monthly utility bills
- Processed and mailed no late utility notices
- Assisted 1,217 customers at the front counter
- Processed 5,913 payments received through the USPS or City drop box
- No customers received the recycling bags
- Continued online training of new financial software system
- 0 Customers registered on new online bill payment site.

Facility

Facility Rentals March 2020

Facility	City Meetings	Weekday Rentals	Weekend Rental
Gene Bianchi Community Center	0	7	3
Gene Bianchi Conference Rooms	4	2	0
Gene Bianchi Kitchen Rental	0	0	0
Oakdale Senior Community Center	0	0	1

Recreation

The Community Park (Skate Park) concession stand closed on March 13th

Senior Center

Attendance and Membership: (through March 13th)

- The Senior Center closed on March 16th
- Attendance in daily activities for March: 812
- Average 100 participants a day
- Current Membership List - 1,210

Classes & Programs (through March 13th)

- Weekly Classes and/or Programs – 50
- Lunch served 5 days a week (average of 35 lunches served each day)

Senior Services at Center

- The daily lunch program ended (while the Center is closed). We are now offering a box of 5 frozen lunches, milk, juice and bread to seniors who pre-register. Pickup is every Tuesday. The current list for this is 192 seniors
- We started a food pantry for seniors. Community members are donating food that is sorted and stocked at the Senior Center. Food items are available to any Oakdale senior, Monday through Friday, from 8 a.m. until 3 p.m. Local grocery stores and restaurants are also donating food.

Outreach to community

- Recreation Facebook page has 2010 followers
- Senior Center Facebook has 100 followers

Pending Items:

Finance

Continued Implementation of New Accounting System

Preparation of Draft Budget for 2020-2021



To: Bryan Whitemyer, City Manager

From: Jeff Gravel, Public Services Director

Re: **April 2020 Public Services Department Report for March**

AIRPORT DIVISION

- **2020 AIRPORT LAYOUT PLAN AND NARRATIVE:** This Projects scope of work includes Runway Safety Area mitigation, a Drainage Study, a Pavement Condition Study and Operation Counting Report. City Staff and the engineering consultant are preparing a grant application which is due to the FAA by December 31, 2019. City Staff anticipates receiving a grant offer from the FAA in May, 2020.
- **AIRPORT FUEL SALES (MONTHLY):**

○ January	3,637 gallons	○ August	
○ February	8,083 gallons	○ September	
○ March	6,012 gallons	○ October	
○ April		○ November	
○ May		○ December	
○ June		○ Grand Total	11,720 gallons
○ July			

BUILDING DIVISION

BUILDING PERMIT ACTIVITY	ISSUED
RESIDENTIAL-SINGLE FAMILY DWELLINGS	0
RESIDENTIAL REMODELS/ALTERATIONS	22
RESIDENTIAL-SOLAR	13
COMMERCIAL REMODELS	7
TOTAL INSPECTIONS PERFORMED	59
TOTAL PERMITS ISSUED	46

- **WINDWARD DEVELOPMENT** – River Pointe subdivision -21 home gated community. Under construction
- **OAKLEAF MEADOWS APARTMENTS** – 56 UNITS Under construction

CODE ENFORCEMENT DIVISION

CODE ENFORCEMENT ACTIVITY	NUMBER
NEW CASES	44
CASES RESPONDED	184
CASES CLOSED	37
NEW CASES YEAR TO DATE	134
CLOSED CASES YEAR TO DATE	128
OPEN CASES	42
GILTON BULKY-ITEM PICK UPS SCHEDULED	34
WATER CONSERVATION ACTIVITY	ISSUED
WATER CONSERVATION CASES ADDRESSED	0

- Working on open cases and new service requests.
- Focus on high priority cases – Rainwood Wall, Kmart, Post
- COVID-19 takes over.

ENGINEERING DIVISION

ENGINEERING PERMIT ACTIVITY	ISSUED
ENCROACHMENT	3
TRANSPORTATION	0
GRADING	1

MONTHLY CAPITAL IMPROVEMENT PROJECT UPDATES

- **SEWER CROSSING:** 98% Improvement plans complete and under PW review. Finalizing property purchase agreement with Seventh Day Adventist Church. Church signed letter of intent to purchase property. Transaction documentation is the City Attorney's office. Environmental Documentation was approved by City Council on January 21st.
- **WOOD BASIN:** CDBG Project. Improvements plans nearing complete. -**Construction expected Summer 2021. West F Street:** Shared cost agreement approved by City Council. Contract currently Cal Trans for execution. **Construction expected Summer 2020**
- **SEWER TREATMENT PLANT DRY-BED:** Construction completed
- **GREGER STREET AND WILLOWOOD SLURRY SEAL PROJECT:** This project will install approximately 357,000 s.f. of Type II Slurry Seal and striping. The project limits are Greger Street from Martingale to east end round-a-bout at Sequoia Gate Condominiums and on Willowood from W "F" Street to Willowood the round-a-bout. The project will be re-inspected 4/2020. Anticipating corrective actions by the contractor.
- **GILBERT PARK TENNIS COURT REHABILITATION PROJECT:** New Asphalt installed, working on lighting, fencing is expecting to be done beginning of May and surface and paint lines expected to be to start mid-May, signage to follow.

PARKS DIVISION

WORK COMPLETED	NUMBER
PARK INSPECTIONS PERFORMED	3
IRRIGATION	On Limited
PLAYGROUND REPAIRS	3

- **PARK AND LANDSCAPE STRIPS:** Irrigation water is off.
- **MOWING:** Mow and edge as needed.
- **PRUNE:** Prune vegetation.
- **TREES:** Pruning, checking tree stakes, and ties to see if they function. Adjust as needed.
- **WEEDS:** Spot spray weeds in all landscape areas as needed.
- **WILLOWOOD SLOPES:** Rehab complete but monitoring for establishment.

PLANNING DIVISION

APPLICATION	LOCATION	DESCRIPTION	STATUS
2015-11 Tesoro II VTSM	E F Street	79 custom single-family residential lots	Planning Commission Approved on March 6, 2019. Final Map and Improvements anticipated Spring 2020.
E. F Street Specific Plan Amendment	E F Street Specific Plan	Land use modifications	Approved by City Council. Plan Area Fee and Reimbursement Fee consideration by the City Council scheduled for April 20, 2020.
2017-02 General Plan Amendment and Re-Zone	Oak Leaf Meadows 1135 E J St	56 multi-family residential dwelling units focused on lower income households.	Project is under construction
2017-17 ANNEX	Sierra Pointe Specific Plan area	Specific Plan Amendment, Annexation/Pre- Zone, Tentative Subdivision Map, Financing Plan, and Development Agreement.	Staff working with Applicant on Development Agreement terms and Annexation matters. Public Hearings anticipated Winter 2019/2020.
2018-28 SPR – VILLAS AT TESORO	East F Street Specific Plan	156 Unit Multi-family Residential Units.	Project tentatively scheduled for Planning Commission for May/June 2020.
2019-07 VTSM	Bridle Ridge Specific Plan area	48 Lot Single Family Residential Subdivision	Planning Commission Approved on December 4, 2019. Project construction to commence Spring/Summer 2020.
2019-09 SPR	St. Mary's Catholic Church	Construction of a new banquet facility	City staff to issue Conditional Approval Letter week of April 6, 2020.
2019-11 MJUP	Dying Breed Brewery and Taproom	Microbrewery and Indoor/Outdoor Taproom located on Shepard Court	Planning Commission Approved on December 4, 2019. Brewery is in operation and selling "to-go" per guidelines related to COVID-19.
2019-13 SPR	Ackley Court	Indoor Storage Facility.	Application Approved. Staff currently working with Applicant through various Site Plan Revisions.
2019-14 AR	Greenwave Court (Bridle Ridge Specific Plan)	Architectural Review for ten (10) single- family residential lots.	Final Map and Subdivision Improvement Agreement scheduled for City Council consideration on April 20, 2020.
2019-15 SPR	Brown Sheet Metal	Redevelopment of Brown Sheet Metal located at 1025 West F Street.	Application formally withdrawn. Applicant to install parking lot improvements only at this time
2019-16 MNUP	Last Call Brewing Co.	Minor Use Permit to allow for Mobile Food Vendors at taproom location.	Staff in process of initiating preparation of a Citywide Mobile Food Vendor Ordinance.
2019-17 General Plan Amendment and Rezone	East F Street	48-unit multi-family residential project located adjacent to Foothills Oaks Shopping Center.	Neighborhood Meeting rescheduled to a date to be determined. Public Hearings anticipated Summer/Fall 2020.

Loma Lane Subdivision	Loma Lane	Single-Family Residential Units.	City staff working with Applicant on Final Map and Subdivision Improvement Agreement.
2019-20 SPR	South Oakdale Industrial Specific Plan area	200,000 square foot warehouse and associated site improvements.	City staff working with Applicant on Site Plan revisions and strategy for entitlement processing. Public Hearings anticipated Summer 2020.
2019-21 SPR	Greger Street	Natural Gas Fueling Station for Young's Commercial Transfer.	Site Plan Review approved March 2, 2020. Fueling station to be in operation prior to July 1, 2020 to accommodate ConAgra.
2020-02 SPR	Best Western Hotel – 1450 E. F Street	Installation of solar panels on roof of hotel and newly proposed carport structures	Application is out for review and comment. Comments are due by April 10, 2020.
2020-03 SPR	Cost Less Shopping Center	Indoor Storage, Mixed Use, and Residential	Application currently being reviewed for completeness.

SEWER / STREETS / STORM DRAIN DIVISION

WORK COMPLETED	NUMBER
STORM MAIN CLEANING.	3,256 Feet
TRAFFIC SIGN/STREET REPLACEMENT	10
SEWER LIFT STATION REPAIRS	4
CURB PAINTING	0 feet
SEWER LINES CLEANED	21,110 feet
POT HOLE REPAIRS (HOT MIX) 24X24	32
CRACK SEALING (LINEAR FEET)	8,382 feet
INFRARED STREET REPAIRS	0

- **AUTOMATIC GENERATORS:** We exercised 10 generators last month. (Weekly task-15-minute run time per week.)
- **OTHER TASKS ASSIGNED**
 - Leaf pick up. 9 truck loads
 - Clean and jet 33 drain inlets.
 - Repair a sewer line at Kimball Street
 - Repairs to Wakefield Drain Basin.
 - Grind and pave 100' of pavement on South Sierra.
 - Replace screens at D Street Storm Station.
 - Applegate rejuvenate 4 DI on South Yosemite.
 - Camera 1,200 feet of sewer main.
 - Made repairs to J Street Storm Station.

WATER DIVISION

WORK COMPLETED	NUMBER
METER SHUT-OFFS	0
WATER METER READS	8152
MANUAL WATER METER READS	13
WATER RELATED WORK ORDERS	180
WATER TESTING / SAMPLES-ROUTINE	30

WATER TESTING / SAMPLES-WELL HEADS	7
EMERGENCY WATER SERVICE LINE REPAIRS	0
WATER COMPLAINTS	9
UNDERGROUND SERVICE LOCATES FOR CITY UTILITIES	88

- **IRRIGATION WATER & DROUGHT:** Since the drought regulations started, which includes comparable water usage monitoring to similar dates in 2013, water usage In March 2020 was 33 % below usage in 2013 in the same month.
- **Well 9** is back on line producing water into the City's atmospheric water zone.
- **Well 5:** Well 5 rehab was completed in January of this year, however there was a flowmeter issue that resulted in an extensive repair. I want to report that well 5 is fully operational and has an outstanding yield and 67 % efficiency. That's great news. We are in great shape for the foreseeable future to meet all water demands.

OAKDALE CITY

MONTHLY REPORT (as dispatched)

February 2020

	JAN 2020	FEB 2020	% CHANGE	YTD 2019	YTD 2020	% CHANGE
CALLS FOR SERVICE (CFS)	171	198	16%	392	361	-8%

FIRES	JAN 2020	FEB 2020	% CHANGE	YTD 2019	YTD 2020	% CHANGE
STRUCTURE	0	1	n/a	1	1	0%
VEHICLE	0	0	n/a	2	0	-100%
VEGETATION	1	4	300%	1	1	0%
OTHER	6	4	-33%	15	6	-60%
TOTAL FIRES	7	9	29%	19	8	-58%

EMS	JAN 2020	FEB 2020	% CHANGE	YTD 2019	YTD 2020	% CHANGE
EMS	112	126	13%	241	238	-1%
VEHICLE ACCIDENT	6	8	33%	20	14	-30%
CPR	0	3	n/a	6	3	-50%
TOTAL EMS	118	137	16%	267	255	-4%

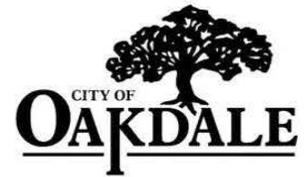
OTHER	JAN 2020	FEB 2020	% CHANGE	YTD 2019	YTD 2020	% CHANGE
FIRE ALARM	16	14	-13%	33	30	-9%
CO ALARM	4	5	25%	2	9	350%
ALL OTHER	26	33	27%	71	59	-17%
TOTAL OTHER	46	52	13%	106	98	-8%

RESPONSE TIMES	JAN 2020	FEB 2020	CHANGE
AVG RESPONSE TIME	0:06:19	0:06:14	0:0:5
AVG TURNOUT TIME	0:01:33	0:01:36	0:0:3

To: Bryan Whitemyer, City Manager

From: Scott Heller, Chief of Police

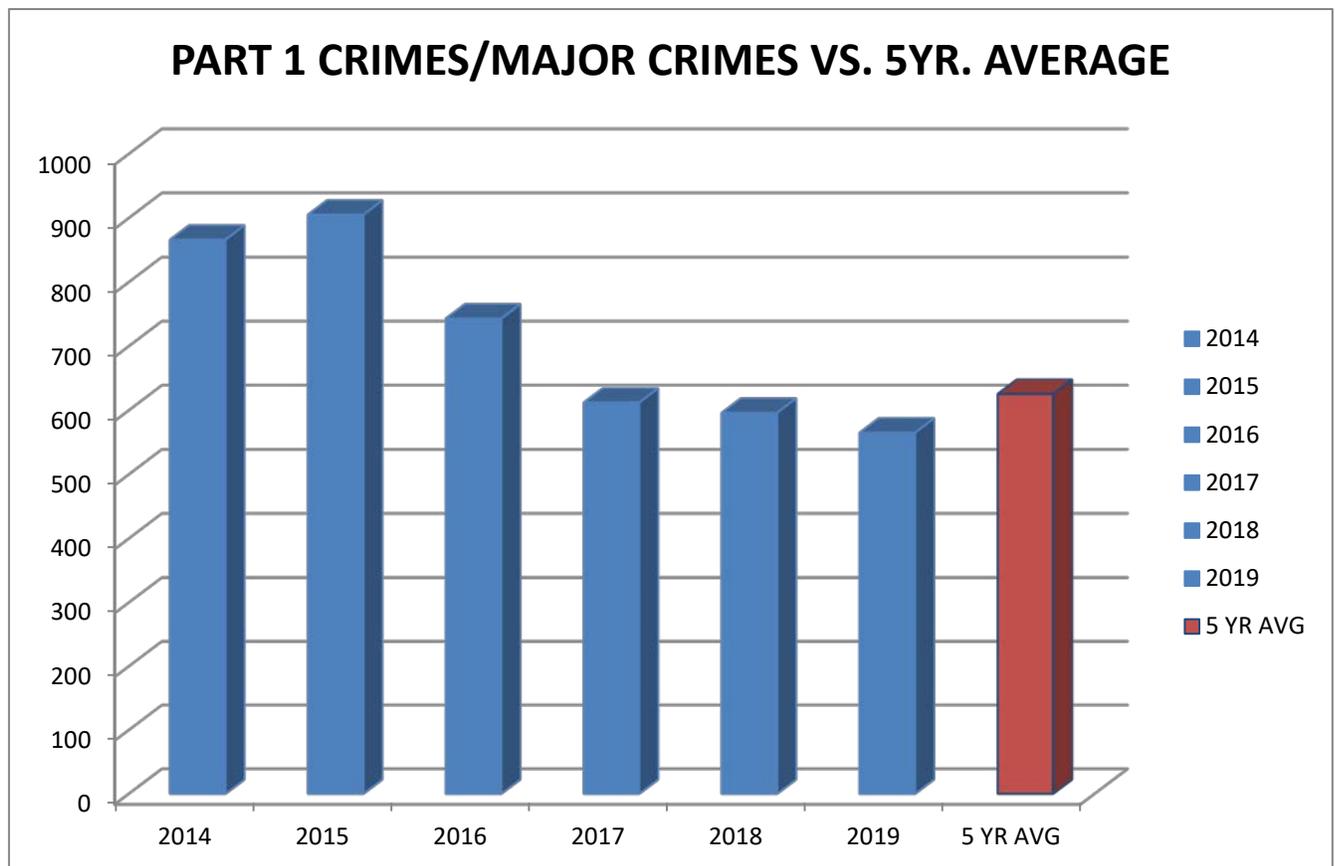
Re: April 2020 Police Department Report for March 2020



CRIME STATS - YTD

Below are the latest available crime stats for the calendar year to date (January - March 2019 vs January - March 2020 - Attachment A):

- There was 1 homicide in March 2019 and none in 2020.
- Robbery increased from 4 in 2019 to 5 in 2020.
- Aggravated Assault increased from 4 in 2019 to 6 in 2020.
- Rape increased from 0 in 2019 to 1 in 2020.
- Simple Assault increased 52% from 23 in 2019 to 35 in 2020.
- Burglary decreased 28% from 25 in 2019 to 18 in 2020.
- Vehicle Theft decreased 42% from 19 in 2019 to 11 in 2020.
- Larceny decreased 49% from 88 in 2019 to 45 in 2020.
- Non-Injury Collisions increased 5% from 37 in 2019 to 39 in 2020.
- Injury Collisions decreased 20% from 15 in 2019 to 12 in 2020.



TOTAL INCIDENT STATS - YTD

Below are the total incident stats for the department. The department has responded to a total of 7,529 incidents for the calendar year to date:

Total Incident Stats YTD	
Calls for Service	4,392
Officer Initiated Incidents	3,137
Traffic Stops	1,429
Other Officer Involved Activity Incidents	1,708
Business / Building Checks	80
Vehicle / Pedestrian Checks	509

INCIDENT BREAKDOWN

During the month of March, the police department responded to approximately 2,069 incidents/calls for service. Below is a list highlighting just a few of the various incident types and counts. The comprehensive list of incidents is attached to the end of this report (Attachment B).

Incidents by Incident Type March 2020	
Suspicious Person	81
Suspicious Vehicle	64
Audible Alarm	69
Silent Alarm	2
Reckless Driving	44
Pedestrian Contact	71
Disturbance	8
Noise Disturbance	30
Petty Theft	18
Burglary	3
Traffic Stop	183
New Warrants	50

PATROL – ONGOING

- Traffic Unit continues to conduct proactive traffic enforcement throughout the city. Motorcycle traffic units are being deployed with regularity throughout the city.

April 2020 Police Department Report for March 2020

- On March 3rd, officers responded to 1009 Post Road to conduct a probation search. OPD was assisted by Probation and StanCATT. A total of at least 30 law enforcement personnel were present during this operation. During the approach, a subject fled from the scene but was quickly apprehended. There were also several other subjects that attempted to hide on the property. Personnel located approximately 10 subjects; 6 of them were arrested on various property crimes and drug charges. Stolen property was located during the search and Probation assisted by booking the suspects.
- On March 4th, Oakdale Police received a report of subjects at Tractor Supply loading up merchandise into a U-haul truck. The suspects fled prior to officers' arrival. Officers were able to locate the U-haul truck and suspects. All of the merchandise was returned to the store and both suspects were booked into county jail.
- On March 4th, a juvenile victim contacted her father to report that she was being abused by her mother. The investigation led to the arrest of the mother for felony child abuse.
- On March 5th, officers received information that a subject with warrants was at Conlin Supply. Officers quickly responded and took the suspect into custody without incident. The suspect had been at-large for over three years.
- On March 5th, one of our habitual transient offenders was reportedly standing in the middle of the roadway yelling at passing cars. Officers located the subject and arrested him on public nuisance related charges.
- On March 6th, officers responded to the railway behind Sconza and located a subject that was in possession of shurikens. He was booked for violation of the railway easement and illegal possession of the weapons.
- On March 6th, officers initiated an enforcement stop on a subject for various vehicle code violations. A search of the vehicle revealed a bullet-proof vest and metal knuckles. The subject was a convicted felon and prohibited from being in possession of the items. He was booked into county jail.
- On March 7th, officers responded to a bank to investigate a subject pacing back and forth watching people using the ATM. Upon contact with the subject it was determined he was under the influence of a controlled substance. This is the same subject that was booked for public nuisance related charges on March 5th. He was booked into county jail.

- On March 7th, officers were dispatched for multiple callers reporting a male chasing a female through a field and assaulting her. Upon officers' arrival, the suspect was gone. It was determined he was wanted for felony spousal abuse and robbery. Officers followed leads and located the suspect. He was not cooperative during the contact and a taser was used to take him into custody. Officers located the vehicle the suspect was driving and it was determined that the vehicle has been stolen. The suspect was booked on multiple felony charges.
- On March 8th, officers responded to assist CHP with a major injury collision at Orange Blossom and SR 120.
- On March 15th, a subject went to H-B and left her goat in her vehicle. Someone broke into the vehicle and stole her goat.
- On March 16th, officers were driving by a residence when they observed what they believed to be a hand-to-hand drug deal. The officers stopped the subject who admitted to just purchasing heroin. Officers returned to the residence to conduct a probation search, and subsequently arrested the two primary suspects for felony dependent adult abuse and felony child endangerment because the residence was not inhabitable.
- On March 20th, officers observed a subject driving a vehicle who they knew to be on probation. Officers initiated an enforcement stop and a search of the vehicle revealed approximately one ounce of methamphetamine. Both occupants were booked into county jail.
- On March 28th, officers located a subject in the McDonald's parking with a history of public nuisance type activities. The subject had warrants and was cited. This is the same subject that was booked on March 5th and March 7th.
- On March 31st, officers were in the area of East G and 6th when they observed a wanted attempted murder suspect driving in the area. An enforcement stop was conducted and the subject was taken into custody without incident. The subject was turned over to Modesto PD for questioning and then booked into county jail.

SUPPORT SERVICES

- Detectives are currently carrying nine active investigations.
- Detectives wrote five search warrants and assisted with two others.
- A Dispatch Meeting with all staff was held on March 18th.

RECRUITMENT

- The Department continues to recruit full-time and reserve police officers to fill future anticipated vacancies.
- The Department continues to hold recruitments for vacant full-time and part-time Public Safety Dispatcher / Clerk positions.
- Testing for Public Safety Dispatcher / Clerk was held on March 12th.
- The recruitment for a part-time Standards and Training Coordinator closed on March 20th.
- The Department had one recruit start the Stanislaus Regional Police Academy on March 30th.

EXTRODINARY CIRCUMSTANCES

Oakdale Police Department staff has spent the majority of the month responding to community needs as a result of the COVID-19 pandemic. Extra patrols, increased social media posts, community engagement, and field contacts with business managers and owners have occurred to help reassure the Oakdale community of their safety and security during this event.

The COVID-19 incident created the activation of the City Emergency Operation Center (EOC). As a result, many support staff members were tasked with projects relating to the initial set up, the day-to-day monitoring, and required documentation for a full functioning EOC.

- On March 16th, city-wide EOC was activated to address COVID-19.
- On March 19th, staff began participating in daily briefings with the Operational Area EOC in regards to COVID-19.
- On March 24th, staff provided support to community service groups supplying food during COVID-19.

ONGOING

Staff received the graffiti report for the month of March from the city's TAG (Team-up Against Graffiti) coordinator Mike Hancock. Mr. Hancock reported there were three graffiti incidents for the month of March, all which were gang related. The locations of this month's incidents were on Church Street and South First Avenue. Based on words, locations and paint, it is suspected they were all done by the same individual. This month's rate is significantly lower than January and February. It should be noted that with the three gang related incidents for the month of March, combined with the two in January, the number of gang incidents is significantly higher than 2019. T.A.G. is not aware of any open graffiti reports at the end of March. Please note, graffiti occurring at the Community Park is not reported to TAG for abatement; it is reported to, and resolved by, the Public Works Department. A map showing graffiti incidents is attached (Attachment C)

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OAKDALE POLICE DEPARTMENT

ATTACHMENT "B"

INCIDENTS BY INCIDENT TYPE

MARCH 2020

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYP
10-37	10-37 Susp Person	81
10-38	10-38 Susp Vehicle	64
10-44	10-44 Suicide/Attempt Suicide	3
10-48	10-48 Person Down	2
10-53	10-53 Missing Person	18
10-57D	10-57d Dead Animal	9
10-57I	10-57i Injured Animal	8
10-57S	10-57s Stray Animal	34
10-57V	10-57V Vicious Animal	3
10-60	10-60 Audible alarm	69
10-61	10-61 Silent Alarm	2
10-64S	10-64s Subpoena Service	16
10851	10851 VC Stolen Vehicle	4
11-24	11-24 Abandoned Veh	16
11-25	11-25 Road Hazard	9
11-44	11-44 Unattended Death OR Suicide	1
11-79	11-79 Traff Coll - Ambulance ER	1
11-80	11-80 Traff Coll - Major Injury	1
11-81	11-81 Traff Coll - Minor Injury	4
11-82	11-82 Traff Coll - Non Injury	11
11-83	11-83 Traff Coll - Unk details	6
11350	11350 HS Possession of a Controlled Substance	1
11364	11364 HS HS Paraphenalia	2
11377	11377 HS Felony Possession of HS	2
11590	11590 HS Registrant	2
12500	12500 VC Unlicensed Driver	3
14601	14601 VC Suspended DL	5
148	148 PC Delaying/Obstructing	2
166.4	Contemp Disoby Crt Order	2
20002	20002 VC Hit & Run	8
23103	23103 VC Reckless Driving	44
23152	23152 VC Driving Under Influence	24
240	240 PC Assault	1
242	242 PC Battery	6
243E1	243(E)(1) PC Battery of Non Cohab	1
261	261 PC Rape	1
273.5	273.5 PC Domestic Violence	2
273A	273a PC Child Endangerment/Abuse	3
290	290 PC Sex Offender Registrant	2
3056	3056 Parole hold	1
370 PC	Public Nuisance	1



OAKDALE POLICE DEPARTMENT

INCIDENTS BY INCIDENT TYPE

MARCH 2020

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYP
415F	415F PC Family Disturbance	5
415V	VERBAL ARGUMENT	21
415W	FIGHT WITH WEAPONS	1
417	417 PC Brandishing Weapon	1
422	422 PC Threaten crime:int:terrorize	1
451	451 PC Arson	1
459	459 PC Burglary	1
460	460 PC Burglary	2
470	470 PC Forgery	1
484G PC	Fraudulent Use of Access Card/Account Info	2
487	487 PC Grand Theft	1
488	488 PC Petty Theft	18
503	503 PC Embezzlement	1
5150	5150 WI Mentally Disabled	14
530.5 PC	Identity Theft	2
594	594 PC Vandalism	12
602	602 PC Trespassing	5
647F	647F PC Public Intoxication	6
653M	653M PC Annoying Phone Calls	2
911	911 Hang up	186
ANIMAL	Animal Incident	35
AOA	Assist Outside Agency	10
AREACK	Area Check	95
ARREST	Arrest	22
ASSIST	Public Assist	41
BARK	Barking Dog Complaint	20
BIKE	Bicycle Stop	7
BITE	Animal Bite	5
BOL	BOL	8
C5	C5 Stake Out	6
C6	C6 Follow - up	13
CITE	Cite Sign Off	49
CIVIL	Civil Problem	6
CODE	code enforcement	2
COMP	Complaint	57
COP	COMMUNITY ORIENTED POLICING	3
CROSS	Crossing Guard Duty	1
CT ORD	Court Order	7
EMS	Emergency Med Srv	123
FALARM	Fire Alarm	1
FGRASS	Grass Fire	1
FFD	Fire Department	12



OAKDALE POLICE DEPARTMENT

INCIDENTS BY INCIDENT TYPE

MARCH 2020

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYP
FPROP	Found Prop	23
HARASS	Harassment	8
HAZARD	Hazard	2
HOME	Home Check	4
HS	Drug Activity	4
INFO	Information	71
INVEST	Investigation	2
JUVCOMP	Juvenile Complaint	14
LPROP	Lost Property	4
MOTORIST	Motorist Assist	1
OCC CK	OCC ENFORCEMENT	25
OTHER	Other - Unclassified	5
PED	Pedestrian Contact	71
PKG	Parking Comp	18
PPTOW	Private Property Tow	4
PREMCK	Premise Check	36
PROB	Probation/Parole Search	1
PUBLIC	Public Assist	10
REPO	Repossessed Vehicle	9
SEARCH	Search	1
SECCK	Security/Welfare Check	34
SHOTS	Shots Fired	4
SRO	School Resource Inc	2
SUPCIR	Susp Circ	55
THREAT	Threat Complaint	4
TRAFFIC	Special Traffic Enforcement	5
TSTOP	Traffic Stop	183
WARNEW	New Warrant	50
WARRANT	Warrant Arrest	5
XPTL	Extra Patrol	68
XRPT	Cross Report	4
Total Incidents		2069

AGENDA ITEM 12.2:

Update on COVID-19 Response in Oakdale.