



CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA



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

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, June 7, 2021

7:00 PM

City Council Chambers

NOTICE

This meeting will be open to the public. Effective June 22, 2020, pursuant to the order issued by Governor Newsom and consistent with guidance issued by the California Department of Public Health, social distancing and face coverings are required for in person attendance at the meeting. The chamber's audience seating capacity will be limited to approximately 16 persons. If you would like to provide public comment on an agenda item at the regular meeting, you may fill out a Speaker's Card and submit it to the Deputy City Clerk at least five (5) minutes before the meeting is to begin. If commenting on a specific agenda item, please include the agenda item number in the subject line (example: Agenda Item 11.1). You will be notified when it is your time to speak. You may also submit your written comment (limited to 250 words or less) via email to publiccomment@oakdalegov.com until 4:00 p.m. the day of the meeting at which you wish to provide comment at. A copy of each timely submitted e-mail will be provided to the City Council prior to the start of the meeting and will be made a part of the public record of the meeting but will not be read aloud during the meeting unless specifically requested to do so at the beginning of your email. The meeting will be televised on Comcast Channel 7 and available for public viewing on Livestream at <https://livestream.com/cityofOakdale>.

Welcome to your City of Oakdale City Council Regular meeting.

Your City Council are:

Mayor Cherilyn Bairos
Mayor Pro Tem Christopher Smith
Council Member Ericka Chiara
Council Member Fred Smith
Council Member Curtis Haney

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: [Certificate of Recognition to Norm's Barber Shop on fifty-two \(52\) years of doing business in the City of Oakdale.](#)
 - 5.2: [Certificate of Recognition to Corporate Development, Inc. Real Estate on twenty-two \(22\) years of doing business in the City of Oakdale.](#)



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Next City Council Resolution: 2021-037

Next Ordinance: 1275

5.3: Presentation on Gilton Waste Management SB 1383 and potential implementation plan for mandatory recycling requirements.

6. Additions/Deletions

7. Public Comments

Pursuant to Government Code section 54954.3, the City Council may adopt reasonable regulations to ensure that the business on the agenda can be conducted, therefore all members of the public will be given 3 minutes for their public comments. Individuals may not defer their time to another person. A maximum of 30 minutes will be allotted for general public comment. For agenda items, a maximum of 30 minutes will be allotted for public comment on each specific agenda item. 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, Commissions, Committees

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.8. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

9.1: Approve the Regular City Council Meeting Minutes of May 17, 2021.

9.2: Receive and File the Warrant List for the Period May 13, 2021 through June 1, 2021.

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

9.4: Approve by Minute Order, Special Event submitted by the Oakdale Enrichment Society for Oakdale's 150th Birthday Celebration Event.

9.5: Reject by Minute Order, Claim Against the City submitted by Michael Noordewier.

9.6: Reject by Minute Order, Claim Against the City submitted by Delores Ellis.

9.7: Reject by Minute Order, Claim Against the City submitted by Susan Richardson.

9.8: Adopt City of Oakdale City Council Resolution 2021-___, a Resolution of the City of Oakdale City Council authorizing staff to record the Trieste Parcel Map with the Stanislaus County Recorder's Office.

10. Public Hearings

11. Staff Reports

11.1: Consider a Resolution authorizing the City Manager to execute an Agreement with Resourceability in an amount not-to-exceed \$30,000 for Consultant Services associated with compliance with California's Department of Resources Recycling and Recovery (CalRecycle) Regulations, to be funded from Solid Waste Fund 229.



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Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale authorizing the City Manager to execute an Agreement with Resourceability in an amount not-to-exceed \$30,000 for Consultant Services associated with compliance with California's Department of Resources Recycling and Recovery (CalRecycle) Regulations, to be funded from Solid Waste Fund 229.

- 11.2: Consider a Resolution authorizing the City Manager to execute a Contract for Annual Street Sweeping Services with Gilton Solid Waste in the amount of \$104,658.12, to be funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the amount of \$2,742.68.

Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale authorizing the City Manager to execute a Contract for Annual Street Sweeping Services with Gilton Solid Waste in the amount of \$104,658.12, to be funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the amount of \$2,742.68.

- 11.3: Consider a Resolution authorizing staff to accept grant funding from the California Highway Patrol (CHP) for the Cannabis Tax Fund Program in the amount of \$31,075.08.

Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale authorizing staff to accept grant funding from the California Highway Patrol (CHP) for the Cannabis Tax Fund Program in the amount of \$31,075.08.

- 11.4: Consider a Resolution authorizing the City Manager to execute an Agreement with CNW Construction, Inc. in the amount of \$2,141,000 for construction costs related to the City of Oakdale Police Department/City Hall Improvement Project, to include architect/engineering inspection services of \$70,653, equipment and furnishings of \$256,920 and 6% contingencies totaling \$128,460 for a total project cost of \$2,597,033.

Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale authorizing the City Manager to execute an Agreement with CNW Construction, Inc. in the amount of \$2,141,000 for construction costs related to the City of Oakdale Police Department/City Hall Improvement Project, to include architect/engineering inspection services of \$70,653, equipment and furnishings of \$256,920 and 6% contingencies totaling \$128,460 for a total project cost of \$2,597,033.

- 11.5: Consider a Resolution authorizing the City Manager to execute an Agreement with United Pavement Maintenance, Inc. in the amount of \$1,186,468.26 for CP2003, G Street Bike & Pedestrian Corridor Improvements Project, authorizing a 10% contingency in the amount of \$120,000 and authorizing 5% construction engineering in the amount of \$60,000 for a total project budget of \$1,366,468.26 to be funded by Measure L Fund 222 in the amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the amount of \$658,000.



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Recommended Action: Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale authorizing the City Manager to execute an Agreement with United Pavement Maintenance, Inc. in the amount of \$1,186,468.26 for CP2003, G Street Bike & Pedestrian Corridor Improvements Project, authorizing a 10% contingency in the amount of \$120,000 and authorizing 5% construction engineering in the amount of \$60,000 for a total project budget of \$1,366,468.26 to be funded by Measure L Fund 222 in the amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the amount of \$658,000.

- 11.6: Consider Resolutions approving Memorandums of Understanding between the City of Oakdale and each of the following bargaining units for Fiscal Years 2021/2022 through 2023/2024: 1) Oakdale Police Officers Association, 2) Oakdale Miscellaneous Employee Bargaining Unit (OMEPU), and 3) Management and Confidential Bargaining Unit and authorize the City Manager to execute the Memorandum of Understanding; additionally, consider a Resolution approving the Revised Salary Ranges for City of Oakdale Senior Management Employees for Fiscal Years 2021/2022 through 2023/2024.

Recommended Action: Adopt City of Oakdale City Council Resolutions 2021-____, 2021-____, and 2021-____, Resolutions of the City Council of the City of Oakdale approving Memorandums of Understanding between the City of Oakdale and each of the following bargaining units for Fiscal Years 2021/2022 through 2023/2024: 1) Oakdale Police Officers Association, 2) Oakdale Miscellaneous Employee Bargaining Unit (OMEPU), and 3) Management and Confidential Bargaining Unit and authorize the City Manager to execute the Memorandum of Understanding; additionally, adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale approving the Revised Salary Ranges for City of Oakdale Senior Management Employees for Fiscal Years 2021/2022 through 2023/2024.

12. City Manager's Report

- 12.1: Update on COVID-19 Response in Oakdale (Verbal Report).

13. City Council Items

14. Adjournment

The next Regular meeting of the Oakdale City Council will be held Monday, June 21, 2021 at 7:00 p.m. in the City Council Chambers.

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.



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DECLARATION OF POSTING

I, Julie Christel, Council Services and Legislative Records Manager/Deputy City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council Agenda for the Regular Meeting of Monday, June 7, 2021 at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Friday, June 4, 2021.

Dated: June 4, 2021

/s/ Julie Christel_____

Julie Christel

Council Services and Legislative Records Manager

Deputy City Clerk



Certificate of Recognition

PRESENTED TO

Norm's Barbershop

On behalf of the City Council of the City of Oakdale, congratulations on your fifty-two years of doing business in the City of Oakdale. We wish your business many years of success and growth.



Cherilyn Bairos, Mayor
Presented on this 7th day of June, 2021

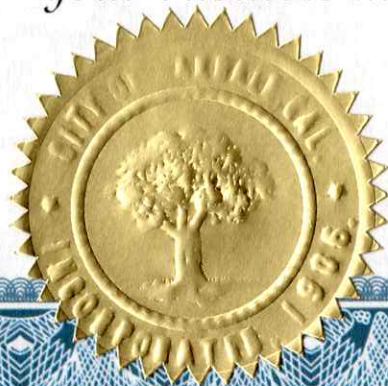


Certificate of Recognition

PRESENTED TO

Corporate Development, Inc.

On behalf of the City Council of the City of Oakdale, congratulations on your twenty-two years of doing business in the City of Oakdale and forty-one years of doing business in Stanislaus County. We wish your business many years of success and growth.



Cherilyn Bairos, Mayor
Presented on this 7th day of June, 2021

AGENDA ITEM 5.3:

**Presentation on Gilton Waste Management
SB 1383 and potential implementation plan
for mandatory recycling requirements.**



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

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

Monday, May 17, 2021 **7:00 PM** **City Council Chambers**

1. CALL TO ORDER:

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

Deputy City Clerk Christel conducted roll call with Council Member Fred Smith, Council Member Chiara, Mayor Pro Tem Christopher Smith, and Mayor Bairos responding they were present. Council Member Haney was also present and joined the meeting remotely.

2. COUNCIL MEMBERS PRESENT/ABSENT:

Present: Mayor Cherilyn Bairos
Mayor Pro Tem Christopher Smith
Council Member Chiara
Council Member Smith
Council Member Haney

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

Absent: None

3. Pledge of Allegiance & Invocation

Mayor Bairos led the pledge of allegiance and Pastor Jeff Holder of Community United Methodist Church provided the invocation.

4. Report Out of Session

Mayor Bairos reported out of session stating the City Council provided direction to staff.

5. Presentations/Acknowledgements

5.1: Certificate of Recognition to Steve Medlen and House of Beef for celebrating 42 years of doing business in the City of Oakdale.

Mayor Bairos presented Steve Medlen, owner of House of Beef, with a Certificate of Recognition on celebrating his forty-two years of doing business in the city of Oakdale. Mr. Medlen. Mr. Medlen thanked the City Council for the recognition and talked about the history of his business.



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- 5.2: Certificate of Recognition to Mary Anne Heath of Moss Rose Bakery.

Mayor Bairos presented MaryAnne Heath with a Certificate of Recognition for her forty-one years in business as the owner of Moss Rose Bakery and thanked her for all she has done for this community over the years.

MaryAnne accepted the certificate and thanked the Council for the recognition. She talked about the tremendous support she received over the years from friends, local businesses and the people of our community and said it was a very tough decision to decide to retire but she will always love and be thankful for this wonderful community.

- 5.3: Proclamation Declaring May 16-22, 2021 as “National Public Works Week.”

Mayor Bairos provided a proclamation declaring May 16 - 22, 2021 as National Public Works Week. On behalf of the City Council, she thanked all the hard work and commitment of our Public Works staff.

6. Additions/Deletions

Mayor Bairos asked City Manager Whitemyer if there were any changes or deletions to the agenda. City Manager Whitemyer advised there were none.

7. Public Comments

Mayor Bairos opened Public Comment at 7:13 p.m.

Public Comment was received from the following:

Mr. Amaral discussed growth in the city of Oakdale and expressed concern about the City accepting state grant money for Section 8 housing.

Karen Thomas spoke about the need for a grocery store on the west side of town.

Kathleen Westenberg submitted a written comment regarding Consent Agenda Item 9.6 asking if City Council could expound on the grants’ specific requirements for issuance. City Manager Whitemyer advised that this will be discussed under the Consent Agenda.

With no further comments, Mayor Bairos closed Public Comment at 7:17 p.m.

8. Appointment to Boards, Commissions, Committees

None.

9. City Council Consent Agenda

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 May 3, 2021.



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Next City Council Resolution: 2021-037

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- 9.2: Receive and File the Warrant List for the Period April 27, 2021 through May 12, 2021.
- 9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.
- 9.4: Adopt City of Oakdale City Council Resolution 2021-033, authorizing the Chief of Police to enter into an Agreement with DB Consulting to provide auditing services to the Oakdale Police Department for the amount of \$4,450.00 to be funded from the Non-Judicial Forfeiture Account (Fund 211) and the Supplemental Law Enforcement Service Fund (Fund 203).
- 9.5: Adopt City of Oakdale City Council Resolution 2021-034, declaring a 2004 Ford Crown Victorian unmarked police vehicle as surplus property and authorize staff to dispose of the vehicle by means of public auction, sale or other method of disposition per City Code.
- 9.6: Adopt City of Oakdale City Council Resolution 2021-035, authorizing receipt of Local Government Planning Support Grant Programs Local Early Action Planning (LEAP) Funds through State Department of Housing and Community Development.
- 9.7: Approve by Minute Order, a Tree Removal Request for one (1) oak tree located at 424 Shadow Creek Avenue.

Mayor Pro Tem Smith asked to discuss Consent Agenda Item 9.6. He thanked City staff for taking the time to find this grant. City Manager Whitemyer and Public Services Director Gravel provided information regarding Ms. Westenberg's question regarding the grants' specific requirements for issuance.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.7 for May 17, 2021.

Moved by Mayor Pro Tem Smith, and seconded by Council Member Smith and PASSED AND ADOPTED this 17th day of May 2021, by the following vote:

AYES: COUNCIL MEMBERS:	F. Smith, C. Smith, Haney, Chiara, Bairos	(5)
NOES: COUNCIL MEMBERS:	None	(0)
ABSENT: COUNCIL MEMBERS:	None	(0)
ABSTAINED: COUNCIL MEMBERS:	None	(0)

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

10. Public Hearings

11. Staff Reports

- 11.1: Consider a Resolution authorizing the City Manager sign a Purchase Agreement to acquire a .9-acre property (a portion of Assessor's Parcel Number 063-004-038)



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located at the Southeast corner of Oak Avenue and Kimball Street for \$190,000 providing the location for the sewer river crossing collection and inlet structure from Sewer Capital Replacement Fund 621 (CP1516).

Public Services Director Gravel provided a staff report and PowerPoint Presentation on the City's request to acquire a .9-acre property (a portion of Assessor's Parcel Number 063-004-038) located at the Southeast corner of Oak Avenue and Kimball Street that would provide the location for the sewer river crossing collection and inlet structure. He discussed the purpose of the property purchase, provided a history of the project, and reviewed the purchase agreement. He concluded his report requested the City Council approve a resolution authorizing the City Manager sign a Purchase Agreement to acquire a .9-acre property (a portion of Assessor's Parcel Number 063-004-038) located at the Southeast corner of Oak Avenue and Kimball Street for \$190,000 providing the location for the sewer river crossing collection and inlet structure.

Staff responded to questions from the City Council.

Mayor Bairos opened the item for public comment. With no public comment received, Mayor Bairos closed public comment and asked for motion to be made for this item.

MOTION

Approve City of Oakdale City Council Resolution 2021-036 authorizing the City Manager sign a Purchase Agreement to acquire a .9-acre property (a portion of Assessor's Parcel Number 063-004-038) located at the Southeast corner of Oak Avenue and Kimball Street for \$190,000 providing the location for the sewer river crossing collection and inlet structure from Sewer Capital Replacement Fund 621 (CP1516).

Moved by Council Member Smith, and seconded by Mayor Pro Tem Smith and PASSED AND ADOPTED this 17th day of May 2021, by the following vote:

AYES: COUNCIL MEMBERS:	F. Smith, C. Smith, Chiara, Haney, Bairos	(5)
NOES: COUNCIL MEMBERS:	None	(0)
ABSENT: COUNCIL MEMBERS:	None	(0)
ABSTAINED: COUNCIL MEMBERS:	None	(0)

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

12. City Manager's Report

12.1: May 2021 department reports.

City Manager Whitemyer advised the City Council that the May 2021 Department Reports were included in the agenda packet for their review.

12.2: Update on COVID-19 response in Oakdale (verbal report).



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City Manager Whitemyer informed the City Council that the City held its last COVID-19 vaccination clinic at the Gladys Lemmons Senior Center on Friday, May 12, 2021. He explained that Stanislaus County was moving more towards mobile clinics and thanked City staff, all volunteers and Stanislaus County for their efforts in holding these clinics.

13. City Council Items

Mayor Bairos thanked Modesto Fire Department, Stanislaus Consolidated Fire Protection District and the Oakdale Police Department for their quick response to a house fire in her neighborhood.

She also talked about Oakdale’s 150th Birthday Celebration Event, reminding everyone that there will be several events beginning Thursday, June 24 through Saturday, June 26 and that more information will be coming out on social media in the next coming days.

Mayor Pro Tem Smith discussed traffic issues on Oak Avenue where it crosses on F Street and A Street where it crosses Yosemite Avenue and asked if there was a way to install a “Left Turn on Green” yield sign. City Manager Whitemyer advised that the City will make the request to Caltrans.

Council Member Chiara congratulated Deputy City Clerk Christel on her 23 years with the City.

14. Adjournment

The next Regular meeting of the Oakdale City Council will be held Monday, June 7, 2021 at 7:00 p.m. in the Council Chambers. There being no further business, Mayor Bairos adjourned the meeting at 9:01 p.m.

ATTEST:

APPROVED:

Julie Christel, Deputy City Clerk

Cherilyn Bairos, Mayor

AGENDA ITEM 9.2:

WARRANT LIST

By Vendor Name

Payment Dates 5/13/2021 - 6/1/2021



City of Oakdale, CA

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 5555555 - *						
04/29/2021	VANDERHEIDEN, G 6/3-5	VANDERHEIDEN, G	148235	110-2110-416003	3 DAYS PER DIEM TRAINING	150
05/08/2021	VANDERHEIDEN 5/6-8	VANDERHEIDEN, G	148125	110-2110-416003	REIMBURSEMENT FOR FUEL &	426.9
05/08/2021	VANDERHEIDEN 5/6-8	VANDERHEIDEN, G	148125	110-2110-427022	REIMBURSEMENT FOR FUEL &	15
05/08/2021	VANDERHEIDEN 5/6-8	VANDERHEIDEN, G	148125	110-2110-427022	REIMBURSEMENT FOR FUEL &	29.01
05/13/2021	MALONE, TYLER 5/17-21	MALONE, TYLER	148121	110-2110-416003	TRAINING PER DIEM X 5 DAYS	250
05/13/2021	SMITH, RYAN 5/17-21	SMITH, RYAN	148122	110-2110-416003	TRAINING PER DIEM X 5 DAYS	250
Vendor 5555555 - * Total:						1120.91
Vendor: 8888888 - *						
05/07/2021	STANISLAUS SHERIFF POSSE	STANISLAUS SHERIFF POSSE	148128	117-204-0500	REFUNDING FOR CANCELLED I	400
Vendor 8888888 - * Total:						400
Vendor: 9999999 - *						
04/05/2021	SHARPE RUSS MAY 2021	SHARP RUSS	148127	657-4170-350204	OVERPAYMENT REFUND	162
05/19/2021	REFUND OVERPAYMENT	ALL ABOUT BRASS & MORE	148126	110-202-0100	REFUND OF OVERPAID ON REI	19
Vendor 9999999 - * Total:						181
Vendor: 504 - ABS DIRECT INC.						
04/30/2021	126959	ABS DIRECT INC.	148129	622-4152-427006	NEW BILL PAYMENT SITE INSE	281.93
04/30/2021	126959	ABS DIRECT INC.	148129	645-4160-427006	NEW BILL PAYMENT SITE INSE	281.92
04/30/2021	126960	ABS DIRECT INC.	148129	622-4153-425003	MONTHLY UTILITY BILLING	1057.39
04/30/2021	126960	ABS DIRECT INC.	148129	622-4153-429000	MONTHLY UTILITY BILLING	1738.21
04/30/2021	126960	ABS DIRECT INC.	148129	645-4161-425003	MONTHLY UTILITY BILLING	1057.38
04/30/2021	126960	ABS DIRECT INC.	148129	645-4161-429000	MONTHLY UTILITY BILLING	1738.21
04/30/2021	126960	ABS DIRECT INC.	148129	657-4170-429000	MONTHLY UTILITY BILLING	25
Vendor 504 - ABS DIRECT INC. Total:						6180.04
Vendor: 900 - AIR APPLIED MULCH SERVICE						
04/28/2021	T1-10831	AIR APPLIED MULCH SERVICE	148236	286-6230-425003	Air Applied Mulch Service	2320
Vendor 900 - AIR APPLIED MULCH SERVICE Total:						2320
Vendor: 1455 - ALL AMERICAN TRAFFIC SUPPLIES LLC						
05/05/2021	CITOAK050521	ALL AMERICAN TRAFFIC SUPP	148130	110-4140-427006	DUCKBILLS & SHOES FOR STRE	417.37
Vendor 1455 - ALL AMERICAN TRAFFIC SUPPLIES LLC Total:						417.37
Vendor: 01197 - ALLPRO PEST SERVICES						
05/04/2021	53677	ALLPRO PEST SERVICES	148131	110-7413-425003	PEST SERVICES	70
05/17/2021	53586	ALLPRO PEST SERVICES	148131	110-7413-425003	PEST SERVICE	45
Vendor 01197 - ALLPRO PEST SERVICES Total:						115
Vendor: 1469 - ALPHA ANALYTICAL LABORATORIES INC.						
04/26/2021	1044908-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	41
04/26/2021	1044925-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	223
04/30/2021	1045616-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	41
05/04/2021	1051977-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	223
05/07/2021	1052558-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	41
05/14/2021	1053221-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	223
05/14/2021	1053262-SFL_OAKD	ALPHA ANALYTICAL LABORATI	148132	622-4151-425003	INFLUENT & EFFLUENT LAB AT	41



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 5/13/2021 - 6/1/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 1578 - ANIMAL DAMAGE MANAGEMENT						
04/14/2021	189474	ANIMAL DAMAGE MANAGEM	148133	622-4151-425003	MONTHLY CONTROL TWICE A	325
Vendor 1469 - ALPHA ANALYTICAL LABORATORIES INC. Total:						833
Vendor 1578 - ANIMAL DAMAGE MANAGEMENT Total:						325
Vendor: 519 - ANIMAL/CARE EQUIPMENT & SERVICES						
05/05/2021	91898	ANIMAL/CARE EQUIPMENT &	148134	110-2160-425003	Kennelsol - Animal Services	151.93
05/05/2021	91898	ANIMAL/CARE EQUIPMENT &	148134	110-2161-425003	Kennelsol - Animal Services	151.93
Vendor 519 - ANIMAL/CARE EQUIPMENT & SERVICES Total:						303.86
Vendor: 1502 - AQUA-AEROBIC SYSTEMS INC.						
01/23/2021	1028290	AQUA-AEROBIC SYSTEMS INC.	148135	622-4151-424002	FILTER DRIVE CHAIN	904.8
Vendor 1502 - AQUA-AEROBIC SYSTEMS INC. Total:						904.8
Vendor: 1070 - AT&T						
05/18/2021	MAY 2021-2	AT&T	148138	645-4160-420003	248134-87506048	4.53
05/18/2021	MAY 2021-2	AT&T	148138	645-4160-420003	238841-10807716	33.34
Vendor 1070 - AT&T Total:						37.87
Vendor: 350 - AT&T						
05/11/2021	MAY 2021	AT&T	148137	110-2110-420003	831-000-9659 421	455.16
05/11/2021	MAY 2021	AT&T	148137	622-4152-420003	831-000-9588 213	530.5
05/11/2021	MAY 2021	AT&T	148137	645-4160-420003	831-000-9588 213	530.52
Vendor 350 - AT&T Total:						1516.18
Vendor: 942 - AT&T						
05/10/2021	MAY 2021	AT&T	148136	110-1910-420003	9391053394	35.01
05/10/2021	MAY 2021	AT&T	148136	110-1910-420003	9391053408	519.17
05/10/2021	MAY 2021	AT&T	148136	110-1910-420003	9391055865	134.47
05/10/2021	MAY 2021	AT&T	148136	110-2110-420003	9391053390	186.3
05/10/2021	MAY 2021	AT&T	148136	110-2110-420003	9391053232	166.16
05/10/2021	MAY 2021	AT&T	148136	110-2110-420003	9391053294	56.57
05/10/2021	MAY 2021	AT&T	148136	110-2110-420003	9391059080	23.81
05/10/2021	MAY 2021	AT&T	148136	118-7330-420003	9391053396	15.94
05/10/2021	MAY 2021	AT&T	148136	118-7340-420003	9391053285	23.81
05/10/2021	MAY 2021	AT&T	148136	622-4152-420003	9391053400	63.49
05/10/2021	MAY 2021	AT&T	148136	645-4160-420003	9391053398	63.79
05/10/2021	MAY 2021	AT&T	148136	645-4160-420003	9391053238	46.2
Vendor 942 - AT&T Total:						1334.72
Vendor: 156 - AVENU MUNISERVICES						
05/14/2021	06-011710	AVENU MUNISERVICES	148139	110-1910-320100	SALE TAX AUDIT	342.97
05/14/2021	INV6-011711	AVENU MUNISERVICES	148139	110-1910-320100	SALES TAX AUDIT	371.74
Vendor 156 - AVENU MUNISERVICES Total:						714.71
Vendor: 1443 - BAY ALARM COMPANY						
04/15/2021	18455227	BAY ALARM COMPANY	148140	110-7210-425003	ALARM WITH VIDEO	468.87
Vendor 1443 - BAY ALARM COMPANY Total:						468.87



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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 1544 - BEAR ELECTRICAL SOLUTIONS						
02/28/2021	12396	BEAR ELECTRICAL SOLUTIONS 148141		110-4142-425003	TRAFFIC SIGNAL MAINT. SERV	680
04/28/2021	12788	BEAR ELECTRICAL SOLUTIONS 148141		110-4142-425003	TRAFFIC SIGNAL MAINT. SERV	680
Vendor 1544 - BEAR ELECTRICAL SOLUTIONS Total:						1360
Vendor: 1537 - BLACKWATER CONSULTING ENGINEERS INC						
05/10/2021	4416	BLACKWATER CONSULTING EI148142		621-4159-442001	CHANGE ORDER #1	2792.5
Vendor 1537 - BLACKWATER CONSULTING ENGINEERS INC Total:						2792.5
Vendor: 01354 - CAL WEST CONCRETE CUTTING						
04/29/2021	19192	CAL WEST CONCRETE CUTTING 148143		110-4140-427006	SAWER MAIN REPAIR	480
Vendor 01354 - CAL WEST CONCRETE CUTTING Total:						480
Vendor: 01358 - CALIFORNIA CASUALTY						
05/21/2021	5/21/21	CALIFORNIA CASUALTY 148217		515-1910-425003	CLAIM REIMBURSEMENT	2363.99
Vendor 01358 - CALIFORNIA CASUALTY Total:						2363.99
Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT						
05/28/2021	INV00992	CALIFORNIA STATE DISBURSEMENT 148227		110-219-1900	GARNISHMENT CHILD SUPPOI	480.38
Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:						480.38
Vendor: 01215 - CALIFORNIA STATE LANDS COMMISSION						
04/26/2021	B1821	CALIFORNIA STATE LANDS CO 148144		621-4159-442001	SEWER RIVER CROSSING PROJ	546.71
Vendor 01215 - CALIFORNIA STATE LANDS COMMISSION Total:						546.71
Vendor: 951 - CERES PIPE & METAL						
04/29/2021	252392	CERES PIPE & METAL 148145		621-4151-441003	EQUIPMENT SHELTER MATERI	3430.02
Vendor 951 - CERES PIPE & METAL Total:						3430.02
Vendor: 1577 - CINTAS CORPORATION						
04/16/2021	4081746316	CINTAS CORPORATION 148146		110-7210-425016	WEEKLY SERVICE	41.51
04/16/2021	4081746316	CINTAS CORPORATION 148146		565-7215-425016	WEEKLY SERVICE	52.3
04/23/2021	4082397570	CINTAS CORPORATION 148146		110-7210-425016	WEEKLY SERVICE	41.51
04/23/2021	4082397570	CINTAS CORPORATION 148146		565-7215-425016	WEEKLY SERVICE	52.3
04/30/2021	4083046031	CINTAS CORPORATION 148146		622-4151-425016	WEEKLY UNIFORM	71.48
04/30/2021	4083046035	CINTAS CORPORATION 148146		110-7210-425016	WEEKLY SERVICE	41.51
04/30/2021	4083046035	CINTAS CORPORATION 148146		565-7215-425016	WEEKLY SERVICE	52.3
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-4140-425016	WEEKLY UNIFORM	17.5
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-4140-425016	WEEKLY UNIFORM	5.94
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-4140-425016	WEEKLY UNIFORM	4.44
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-4140-425016	WEEKLY UNIFORM	3.18
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-4140-425016	WEEKLY UNIFORM	2.16
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-7210-425016	WEEKLY UNIFORM	3.5
04/30/2021	4083046142	CINTAS CORPORATION 148146		110-7413-425016	WEEKLY UNIFORM	9.53
04/30/2021	4083046142	CINTAS CORPORATION 148146		120-3130-425016	WEEKLY UNIFORM	5.72
04/30/2021	4083046142	CINTAS CORPORATION 148146		622-4152-425016	WEEKLY UNIFORM	8.13
04/30/2021	4083046142	CINTAS CORPORATION 148146		622-4152-425016	WEEKLY UNIFORM	8.03
04/30/2021	4083046142	CINTAS CORPORATION 148146		622-4152-425016	WEEKLY UNIFORM	30.5
04/30/2021	4083046142	CINTAS CORPORATION 148146		622-4152-425016	WEEKLY UNIFORM	42.6



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04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	1.98
04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	2.16
04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	17.5
04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	2.2
04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	3
04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	12.25
04/30/2021	4083046142	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	5.21
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	24.52
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	4.33
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	5.21
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	5.79
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	8.12
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	12.25
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	17.5
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	3
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	2.2
04/30/2021	4083046142	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	30.5
05/07/2021	4083713600	CINTAS CORPORATION	148146	110-7210-425016	WEEKLY SERVICE	41.51
05/07/2021	4083713600	CINTAS CORPORATION	148146	565-7215-425016	WEEKLY SERVICE	79.8
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-4140-425016	WEEKLY UNIFORM	2.22
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-4140-425016	WEEKLY UNIFORM	3.13
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-4140-425016	WEEKLY UNIFORM	4.34
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-4140-425016	WEEKLY UNIFORM	5.94
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-4140-425016	WEEKLY UNIFORM	17.5
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-7210-425016	WEEKLY UNIFORM	3.5
05/07/2021	4083713609	CINTAS CORPORATION	148146	110-7413-425016	WEEKLY UNIFORM	9.53
05/07/2021	4083713609	CINTAS CORPORATION	148146	120-3130-425016	WEEKLY UNIFORM	5.72
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	12.25
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	8.03
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	17.5
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	30.5
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	42.6
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	4.77
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	8.13
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	1.98
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	3.96
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	3
05/07/2021	4083713609	CINTAS CORPORATION	148146	622-4152-425016	WEEKLY UNIFORM	2.22
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	3
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	5.79
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	8.12
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	12.25



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05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	4.22
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	4.77
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	17.5
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	30.5
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	24.52
05/07/2021	4083713609	CINTAS CORPORATION	148146	645-4160-425016	WEEKLY UNIFORM	3.96
05/07/2021	4083713652	CINTAS CORPORATION	148146	622-4151-425016	WEEKLY UNIFORM	71.48
05/14/2021	4084374805	CINTAS CORPORATION	148146	110-7210-425016	WEEKLY SERVICE	41.51
05/14/2021	4084374805	CINTAS CORPORATION	148146	565-7215-425016	WEEKLY SERVICE	52.3
05/21/2021	4085036364	CINTAS CORPORATION	148146	110-7210-425016	WEEKLY SERVICE	41.51
05/21/2021	4085036364	CINTAS CORPORATION	148146	565-7215-425016	WEEKLY SERVICE	52.3
Vendor 1577 - CINTAS CORPORATION Total:						1333.72
Vendor: 48 - CITY OF MODESTO						
05/03/2021	119300	CITY OF MODESTO	148237	110-2210-425030	FIRE CONTRACT	232847.08
Vendor 48 - CITY OF MODESTO Total:						232847.08
Vendor: 346 - CITY OF OAKDALE CITYHALL ASSN						
05/14/2021	INV00975	CITY OF OAKDALE CITYHALL A 10351		110-219-0800	CITY OF OAKDALE CITYHALL A	44
05/28/2021	INV00987	CITY OF OAKDALE CITYHALL A 10356		110-219-0800	CITY OF OAKDALE CITYHALL A	44
Vendor 346 - CITY OF OAKDALE CITYHALL ASSN Total:						88
Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT						
05/14/2021	INV00979	CITY OF OAKDALE FSA ACCOU 10352		512-1910-374120	CITY OF OAKDALE FSA ACCOU	647.7
05/28/2021	INV00991	CITY OF OAKDALE FSA ACCOU 10357		512-1910-374120	CITY OF OAKDALE FSA ACCOU	647.7
Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:						1295.4
Vendor: 50 - CLARK PEST CONTROL						
03/22/2021	27885272	CLARK PEST CONTROL	148149	286-6230-425003	Clark Pest Control – PERC	65
03/22/2021	27885278	CLARK PEST CONTROL	148149	110-7210-425003	Clark Pest Control - PERC	294
03/22/2021	27885292	CLARK PEST CONTROL	148149	284-6210-425003	Clark Pest Control – PERC	130
04/08/2021	28061824	CLARK PEST CONTROL	148149	110-2160-425003	ANIMAL SERVICES	41
04/08/2021	28061824	CLARK PEST CONTROL	148149	110-2161-425003	ANIMAL SERVICES	41
04/27/2021	27888380	CLARK PEST CONTROL	148149	622-4151-427009	WEED CONTROL SERVICE	180
04/27/2021	28054152	CLARK PEST CONTROL	148149	622-4150-427009	WEED CONTROL -STORM DRA	280
05/10/2021	28746954	CLARK PEST CONTROL	148149	110-7210-425003	Clark Pest Control - PERC	294
05/10/2021	28817512	CLARK PEST CONTROL	148149	286-6230-425003	Clark Pest Control – PERC	65
05/10/2021	28817518	CLARK PEST CONTROL	148149	284-6210-425003	Clark Pest Control – PERC	130
05/11/2021	28742892	CLARK PEST CONTROL	148149	288-6244-425003	Clark Pest Control – Weed Cor	95
Vendor 50 - CLARK PEST CONTROL Total:						1615
Vendor: 109 - COLLINS ELECTRICAL CO INC.						
04/15/2021	T721009-1	COLLINS ELECTRICAL CO INC.	148150	657-4170-424002	AIRPORT: REPLACE WINCH ON	1262
Vendor 109 - COLLINS ELECTRICAL CO INC. Total:						1262
Vendor: 1059 - COLONIAL PROCESSING CENTER						
05/28/2021	INV00990	COLONIAL PROCESSING CENTI	148228	110-219-1700	COLONIAL LIFE	27.41
Vendor 1059 - COLONIAL PROCESSING CENTER Total:						27.41



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Vendor: 55 - COOK'S COMMUNICATIONS						
05/11/2021	147460	COOK'S COMMUNICATIONS	148151	110-2110-424003	Vehicle Maintenance/Repair	705.92
05/11/2021	147569	COOK'S COMMUNICATIONS	148151	110-2110-424003	Vehicle Maintenance/Repair	125
Vendor 55 - COOK'S COMMUNICATIONS Total:						830.92
Vendor: 01349 - COVETRUS NORTH AMERICA/BUTLER ANIMAL HEALTH SUPPLY LLC						
05/13/2021	UP52029	COVETRUS NORTH AMERICA/	148152	110-2160-425003	Animal Services	315.07
05/13/2021	UP52029	COVETRUS NORTH AMERICA/	148152	110-2161-425003	Animal Services	315.06
Vendor 01349 - COVETRUS NORTH AMERICA/BUTLER ANIMAL HEALTH SUPPLY LLC Total:						630.13
Vendor: 1441 - CRAFTCO INC.						
04/26/2021	9402455076	CRAFTCO INC.	148153	110-4140-424003	MISC PARTS SUPPLIES TO REP	515.38
Vendor 1441 - CRAFTCO INC. Total:						515.38
Vendor: 01355 - D & B PRECISION SHEETMETAL INC.						
05/11/2021	22319	D & B PRECISION SHEETMETA	148154	110-1910-427006	TIME CAPSULE FOR 15 CELEBF	1250
Vendor 01355 - D & B PRECISION SHEETMETAL INC. Total:						1250
Vendor: 01013 - DAILEY-WELLS COMMUNICATIONS INC.						
05/11/2021	21MK031003	DAILEY-WELLS COMMUNICAT	148155	203-2110-441005	Radios & Installation (5)	24052.41
05/11/2021	21BP041601	DAILEY-WELLS COMMUNICAT	148155	110-2110-424004	Spare Mics	368.22
Vendor 01013 - DAILEY-WELLS COMMUNICATIONS INC. Total:						24420.63
Vendor: 1065 - DC FROST ASSOCIATES INC.						
04/30/2021	42775	DC FROST ASSOCIATES INC.	148156	622-4151-424002	Diffuser Sheaths	14454.18
Vendor 1065 - DC FROST ASSOCIATES INC. Total:						14454.18
Vendor: 330 - DEL-TECH GEOTECHNICAL SUPPORT						
05/07/2021	5410	DEL-TECH GEOTECHNICAL SUI	148157	622-4151-425003	GROUNDWATER MONITORING	2440
Vendor 330 - DEL-TECH GEOTECHNICAL SUPPORT Total:						2440
Vendor: 718 - DEPARTMENT OF JUSTICE						
05/03/2021	506737	DEPARTMENT OF JUSTICE	148158	110-2110-425003	CLETS - 3rd Quarter	1876.98
Vendor 718 - DEPARTMENT OF JUSTICE Total:						1876.98
Vendor: 334 - DEPARTMENT OF TRANSPORTATION						
02/26/2021	SL210373	DEPARTMENT OF TRANSPORTA	148159	110-4142-420001	SIGNALS & LIGHTING	2624
Vendor 334 - DEPARTMENT OF TRANSPORTATION Total:						2624
Vendor: 1323 - DITTOS						
05/14/2021	175119	DITTOS	148160	110-2110-427004	Printing Services - Citizen Com	65.03
Vendor 1323 - DITTOS Total:						65.03
Vendor: 657 - DLT SOLUTIONS LLC						
04/27/2021	4937731A	DLT SOLUTIONS LLC	148238	119-4110-427001	ANNUAL SUBSCRIPTION	1173.15
Vendor 657 - DLT SOLUTIONS LLC Total:						1173.15
Vendor: 414 - DONLEE PUMP CO						
02/02/2021	99911	DONLEE PUMP CO	148161	110-2110-427022	CORP YARD DIESEL PUMP	486.34
Vendor 414 - DONLEE PUMP CO Total:						486.34
Vendor: 926 - DON'S MOBILE GLASS						
05/07/2021	227845	DON'S MOBILE GLASS	148162	110-7210-424003	WINSHIELD REPAIR L-1	50
05/07/2021	453748	DON'S MOBILE GLASS	148162	622-4152-424003	INSTALL NEW GLASS IN BACK	454.73



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Vendor: 1456 - ENGINEERED FIRE SYSTEMS INC.						
05/01/2021	17498	ENGINEERED FIRE SYSTEMS II	148163	120-3130-425003	FIRE PLAN -APRIL 2021	800
Vendor 1456 - ENGINEERED FIRE SYSTEMS INC. Total:						800
Vendor: 1235 - EXPRESS SERVICES INC.						
05/05/2021	25386516	EXPRESS SERVICES INC.	148164	110-7210-410013	PAYROLL RELATED SERVICES	2056.32
Vendor 1235 - EXPRESS SERVICES INC. Total:						2056.32
Vendor: 1480 - F. LODUCA COMPANY						
05/07/2021	3	F. LODUCA COMPANY	148165	316-7219-441002	COTTLES TRAIL PROJECT	87338.25
Vendor 1480 - F. LODUCA COMPANY Total:						87338.25
Vendor: 213 - FAMILY VETERINARY CARE OF OAKDALE						
05/11/2021	777128	FAMILY VETERINARY CARE OF	148166	110-2160-425003	Veterinary Services	12.31
05/11/2021	777128	FAMILY VETERINARY CARE OF	148166	110-2161-425003	Veterinary Services	12.32
05/11/2021	777128	FAMILY VETERINARY CARE OF	148166	742-2160-425003	Veterinary Services	95
Vendor 213 - FAMILY VETERINARY CARE OF OAKDALE Total:						119.63
Vendor: 85 - FAR WEST LABORATORIES						
04/19/2021	99577	FAR WEST LABORATORIES	148167	645-4160-425003	DRINKING WATER- MARCH 21	1100
04/19/2021	99578	FAR WEST LABORATORIES	148167	622-4151-425003	MARCH 2021 TUBE BACTERIA	160
04/19/2021	99580	FAR WEST LABORATORIES	148167	622-4151-425003	WASTEWATER TREATMENT- M	830
Vendor 85 - FAR WEST LABORATORIES Total:						2090
Vendor: 1428 - FIRST CHOICE INDUSTRIAL SUPPLY INC.						
03/24/2021	074543 STREET/SEWER	FIRST CHOICE INDUSTRIAL SU	148168	622-4152-427006	SEWER/STREETS LIME WICKIN	389.23
04/20/2021	075527	FIRST CHOICE INDUSTRIAL SU	148168	110-7210-427006	PARKS PPE & SUPPLIES	370.78
04/28/2021	075750	FIRST CHOICE INDUSTRIAL SU	148168	110-7210-427006	PARKS PPE & SUPPLIES	888.68
Vendor 1428 - FIRST CHOICE INDUSTRIAL SUPPLY INC. Total:						1648.69
Vendor: 01359 - FRANCHISE TAX BOARD - COURT ORDERED DEBT COLLECTIONS						
05/28/2021	INV00993	FRANCHISE TAX BOARD - COU	148230	110-219-1900	Garnishment FTB CODC	332.69
Vendor 01359 - FRANCHISE TAX BOARD - COURT ORDERED DEBT COLLECTIONS Total:						332.69
Vendor: 92 - FRANCHISE TAX BOARD						
05/28/2021	INV00994	FRANCHISE TAX BOARD	148229	110-219-1900	GARNISHMENT - FTB	50
Vendor 92 - FRANCHISE TAX BOARD Total:						50
Vendor: 95 - GEORGE REED INC.						
04/27/2021	100236154	GEORGE REED INC.	148169	110-4140-427006	HOT MIX FOR STREET REPAIRS	330.49
04/29/2021	100236375	GEORGE REED INC.	148169	110-4140-427006	HOT MIX FOR STREET REPAIRS	145.42
Vendor 95 - GEORGE REED INC. Total:						475.91
Vendor: 96 - GILTON SOLID WASTE MANAGEMENT INC.						
05/05/2021	421271	GILTON SOLID WASTE MANAGE	148170	622-4151-425003	MONTHLY TRASH & SLUDGE F	13045.24
05/05/2021	421272	GILTON SOLID WASTE MANAGE	148170	622-4151-425003	MONTHLY TRASH & SLUDGE F	1404.42
Vendor 96 - GILTON SOLID WASTE MANAGEMENT INC. Total:						14449.66
Vendor: 01301 - GRAINS OF VIRTUE BREWING						
05/12/2021	LIC#6941	GRAINS OF VIRTUE BREWING	148171	110-202-0100	REFUND FOR OVERPAYEMENT	67.6
Vendor 01301 - GRAINS OF VIRTUE BREWING Total:						67.6



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Vendor: 01073 - HYDROPOINT DATA SYSTEMS INC.						
05/19/2021	58581	HYDROPOINT DATA SYSTEMS	148172	284-6210-424009	WESTERTRAK CONTROLLER CI	235
05/19/2021	60889	HYDROPOINT DATA SYSTEMS	148172	284-6210-424009	WEATERTRAK CONTROLLER C	235
Vendor 01073 - HYDROPOINT DATA SYSTEMS INC. Total:						470
Vendor: 01224 - INTELLISITE LLC						
03/30/2021	18355	INTELLISITE LLC	148173	525-1910-425003	SUPPORT	780
03/31/2021	18476	INTELLISITE LLC	148173	525-1910-425003	SUPPORT	780
04/30/2021	18515	INTELLISITE LLC	148173	525-1910-425003	SUPPORT	780
Vendor 01224 - INTELLISITE LLC Total:						2340
Vendor: 1437 - J.B. ANDERSON						
05/01/2021	050121GPS	J.B. ANDERSON	148174	120-3110-410013	PLANNING SERVICES APRIL 20	6314
05/01/2021	050121GPS	J.B. ANDERSON	148174	212-3110-425003	PLANNING SERVICES APRIL 20	74.5
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	670.5
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	894
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	928
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	1259.05
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	3668.5
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	4372
05/01/2021	050121GPS	J.B. ANDERSON	148174	720-3110-425003	PLANNING SERVICES APRIL 20	372.5
Vendor 1437 - J.B. ANDERSON Total:						18553.05
Vendor: 01236 - KOEFRAN						
05/14/2021	0000457542	KOEFRAN	148175	110-2160-425003	Animal Disposal Service	219.5
05/14/2021	0000457542	KOEFRAN	148175	110-2161-425003	Animal Disposal Service	219.5
Vendor 01236 - KOEFRAN Total:						439
Vendor: 64 - L.N. CURTIS & SONS						
05/05/2021	INV484772	L.N. CURTIS & SONS	148176	545-2110-441005	Ceradyne Helmets	4064.06
Vendor 64 - L.N. CURTIS & SONS Total:						4064.06
Vendor: 01221 - LEXISNEXIS CLAIMS SOLUTIONS INC.						
05/05/2021	800205-20210331	LEXISNEXIS CLAIMS SOLUTION	148177	110-2110-425003	Annual License/Support Fee	6204.37
Vendor 01221 - LEXISNEXIS CLAIMS SOLUTIONS INC. Total:						6204.37
Vendor: 01148 - LONE OAK TREE SERVICE						
05/11/2021	021-197	LONE OAK TREE SERVICE	148178	110-7210-425003	FAN PALM TREE-REMOVE TRE	705
Vendor 01148 - LONE OAK TREE SERVICE Total:						705
Vendor: 158 - MCR ENGINEERING INC.						
01/05/2021	15747	MCR ENGINEERING INC.	148179	622-4152-425003	ENGINEERING	750
01/05/2021	15747	MCR ENGINEERING INC.	148179	645-4160-425003	ENGINEERING	750
01/05/2021	15751	MCR ENGINEERING INC.	148179	222-4149-442001	ENGINEERING SERVICES	208.38
01/05/2021	15751	MCR ENGINEERING INC.	148179	621-4159-442001	ENGINEERING SERVICES	208.31
01/05/2021	15751	MCR ENGINEERING INC.	148179	644-4169-442001	ENGINEERING SERVICES	208.31
02/18/2021	15866	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	1375
02/18/2021	15868	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	1000
02/18/2021	15869	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	1000



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02/18/2021	15870	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	1000
02/18/2021	15871	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	6000
02/18/2021	15872	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	2150
02/18/2021	15873	MCR ENGINEERING INC.	148179	119-4110-425003	ENGINEERING	650
02/18/2021	15874	MCR ENGINEERING INC.	148179	622-4152-425003	ENGINEERING	250
02/18/2021	15874	MCR ENGINEERING INC.	148179	645-4160-425003	ENGINEERING	250
02/18/2021	15875	MCR ENGINEERING INC.	148179	622-4152-425003	ENGINEERING	531.25
02/18/2021	15875	MCR ENGINEERING INC.	148179	645-4160-425003	ENGINEERING	531.25
02/18/2021	15878	MCR ENGINEERING INC.	148179	343-7219-442001	ENGINEERING	4062.5
02/18/2021	15879	MCR ENGINEERING INC.	148179	316-4149-442001	ENGINEERING	3967.43
02/18/2021	15879	MCR ENGINEERING INC.	148179	621-4159-442001	ENGINEERING	2984.23
02/18/2021	15879	MCR ENGINEERING INC.	148179	644-4169-442001	ENGINEERING	1710.84
02/18/2021	15880	MCR ENGINEERING INC.	148179	267-4149-442001	ENGINEERING	3215
02/18/2021	15880	MCR ENGINEERING INC.	148179	349-4150-442001	ENGINEERING	3233.45
02/18/2021	15903	MCR ENGINEERING INC.	148179	222-4149-442001	ENGINEERING SERVICES	6414.43
02/18/2021	15903	MCR ENGINEERING INC.	148179	621-4159-442001	ENGINEERING SERVICES	6412.51
02/18/2021	15903	MCR ENGINEERING INC.	148179	644-4169-442001	ENGINEERING SERVICES	6412.51
02/18/2021	15905	MCR ENGINEERING INC.	148179	216-4149-442001	ENGINEERING	6687.5
02/18/2021	15906	MCR ENGINEERING INC.	148179	120-3110-425003	ENGINEERING	2000
02/18/2021	15907	MCR ENGINEERING INC.	148179	622-4152-425003	ENGINEERING	250
02/18/2021	15907	MCR ENGINEERING INC.	148179	645-4160-425003	ENGINEERING	250
03/31/2021	15967	MCR ENGINEERING INC.	148179	622-4152-425003	ENGINEERING	750
03/31/2021	15967	MCR ENGINEERING INC.	148179	645-4160-425003	ENGINEERING	750
03/31/2021	15969	MCR ENGINEERING INC.	148179	621-4159-442001	ENGINEERING	187.5
03/31/2021	15970	MCR ENGINEERING INC.	148179	267-4149-442001	ENGINEERING	3687.5
03/31/2021	15970	MCR ENGINEERING INC.	148179	349-4150-442001	ENGINEERING	1250
03/31/2021	15972	MCR ENGINEERING INC.	148179	222-4149-442001	ENGINEERING SERVICES	4567.58
03/31/2021	15972	MCR ENGINEERING INC.	148179	621-4159-442001	ENGINEERING SERVICES	4566.21
03/31/2021	15972	MCR ENGINEERING INC.	148179	644-4169-442001	ENGINEERING SERVICES	4566.21
04/28/2021	16051	MCR ENGINEERING INC.	148179	120-3110-425003	ENGINEERING	375
04/28/2021	16052	MCR ENGINEERING INC.	148179	720-3110-425003	PLANNING APPLICATION- SIEF	750
04/28/2021	16053	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	600
04/28/2021	16054	MCR ENGINEERING INC.	148179	720-3110-425003	ENGINEERING	1150
04/28/2021	16055	MCR ENGINEERING INC.	148179	119-4110-425003	ENGINEERING	1400
04/28/2021	16057	MCR ENGINEERING INC.	148179	316-7219-441002	ENGINEERING	9968.75
04/28/2021	16058	MCR ENGINEERING INC.	148179	267-4149-442001	ENGINEERING	1250
04/28/2021	16059	MCR ENGINEERING INC.	148179	540-1910-442001	ENGINEERING	1250
04/28/2021	16061	MCR ENGINEERING INC.	148179	222-4149-442001	ENGINEERING	5851.66
04/28/2021	16061	MCR ENGINEERING INC.	148179	621-4159-442001	ENGINEERING	5851.67
04/28/2021	16061	MCR ENGINEERING INC.	148179	644-4169-442001	ENGINEERING	5851.67
04/28/2021	16063	MCR ENGINEERING INC.	148179	216-4149-442001	ENGINEERING	5190
04/28/2021	16065	MCR ENGINEERING INC.	148179	120-3110-425003	ENGINEERING	375



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Vendor 158 - MCR ENGINEERING INC. Total:						124651.65
Vendor: 01340 - MERGENT						
05/10/2021	30-933-2	MERGENT	148181	545-2110-441005	POLY STUDIO VIDEO CONF	3993.98
Vendor 01340 - MERGENT Total:						3993.98
Vendor: 162 - MID VALLEY AG SERVICE INC.						
04/12/2021	1737781	MID VALLEY AG SERVICE INC.	148183	110-7210-427006	CONERSTONE PLUS FUGITIVE	561.81
04/27/2021	1743236	MID VALLEY AG SERVICE INC.	148183	110-7210-427006	ENGINEERING	649.66
Vendor 162 - MID VALLEY AG SERVICE INC. Total:						1211.47
Vendor: 161 - MID						
05/03/2021	MAY 2021	MID	148182	622-4151-420001	5933712338	1150.86
05/03/2021	MAY 2021	MID	148182	622-4151-420001	6483221405	17806.91
05/03/2021	MAY 2021	MID	148182	645-4160-420001	5097728103	5780.99
05/03/2021	MAY 2021	MID	148182	645-4160-420001	0913324769	246.54
Vendor 161 - MID Total:						24985.3
Vendor: 01241 - NC CHILD SUPPORT						
05/28/2021	INV00995	NC CHILD SUPPORT	148231	110-219-1900	GARNISHMENT CHILD SUPPOI	92.31
Vendor 01241 - NC CHILD SUPPORT Total:						92.31
Vendor: 01015 - NORTHSTAR CHEMICAL						
04/30/2021	194006	NORTHSTAR CHEMICAL	148184	117-7430-427007	CHLORINE FILL FOR POOL	1659.91
05/07/2021	194473	NORTHSTAR CHEMICAL	148184	645-4160-427006	CHEMICAL CHLORINE DELIVEF	790.43
Vendor 01015 - NORTHSTAR CHEMICAL Total:						2450.34
Vendor: 210 - OAKDALE AUTO CARE & TIRE						
04/27/2021	2039572	OAKDALE AUTO CARE & TIRE	148185	110-4140-424003	FLAT TIRE REPAIR	21.63
05/10/2021	2039788	OAKDALE AUTO CARE & TIRE	148185	119-4110-424003	REPAIR FLAT ON L-19 20" TIRI	20
Vendor 210 - OAKDALE AUTO CARE & TIRE Total:						41.63
Vendor: 198 - OAKDALE EMPLOYEES ASSOCIATION						
05/14/2021	INV00977	OAKDALE EMPLOYEES ASSOCI	10353	110-219-0800	OAKDALE EMPLOYEES ASSOCI	40
05/28/2021	INV00989	OAKDALE EMPLOYEES ASSOCI	10358	110-219-0800	OAKDALE EMPLOYEES ASSOCI	40
Vendor 198 - OAKDALE EMPLOYEES ASSOCIATION Total:						80
Vendor: 1064 - OAKDALE FENCE COMPANY INC.						
05/18/2021	F-52-2021/4504	OAKDALE FENCE COMPANY IN	148186	110-7210-425003	MATERIALS INCREASE	200
05/18/2021	F-52-2021/4504	OAKDALE FENCE COMPANY IN	148186	110-7210-425003	Oakdale Fence Co. Pavilion	5600
Vendor 1064 - OAKDALE FENCE COMPANY INC. Total:						5800
Vendor: 208 - OAKDALE POLICE OFFICERS ASSOCIATION						
05/14/2021	INV00976	OAKDALE POLICE OFFICERS AS	10354	110-219-0800	ASSOCIATION DUES	650
05/28/2021	INV00988	OAKDALE POLICE OFFICERS AS	10359	110-219-0800	ASSOCIATION DUES	650
Vendor 208 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						1300
Vendor: 209 - OAKDALE POLICE OFFICERS ASSOCIATION						
05/14/2021	INV00982	OAKDALE POLICE OFFICERS AS	10355	110-219-0900	OAKDALE PD LTD	507
Vendor 209 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						507
Vendor: 1206 - OFFICE TEAM						
05/05/2021	57544883	OFFICE TEAM	148187	110-2110-425003	Temp Services - B. Stuart	1418



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Vendor 1206 - OFFICE TEAM Total:						1418
Vendor: 345 - OHE SAND & GRAVEL						
05/17/2021	05/17/2021	OHE SAND & GRAVEL	148188	645-4160-425003	BASE ROCK FOR LEMMONS PF	4400
Vendor 345 - OHE SAND & GRAVEL Total:						4400
Vendor: 448 - OMEGA INDUSTRIAL SUPPLY						
05/13/2021	134123	OMEGA INDUSTRIAL SUPPLY	148189	110-7210-425003	GRAFFTI SUPPLIES	506.37
Vendor 448 - OMEGA INDUSTRIAL SUPPLY Total:						506.37
Vendor: 1563 - ONTEL SECURITY SERVICES INC.						
04/30/2021	32454	ONTEL SECURITY SERVICES	IN148190	110-7210-425003	ARMED PATROL HITS OAKDAL	435
Vendor 1563 - ONTEL SECURITY SERVICES INC. Total:						435
Vendor: 219 - OPERATING ENGINEERS LOCAL #3						
05/28/2021	INV00996	OPERATING ENGINEERS LOCA	148232	110-219-0800	UNION DUES - OAKDALE POLI	747.5
05/28/2021	INV00997	OPERATING ENGINEERS LOCA	148232	110-219-0800	UNION DUES - OAKDALE MISC	660
Vendor 219 - OPERATING ENGINEERS LOCAL #3 Total:						1407.5
Vendor: 62 - O'REILLY AUTOMOTIVE STORES INC.						
04/08/2021	2721-225391	O'REILLY AUTOMOTIVE STORE	148191	565-7215-424003	VEHICLE MAINT. L-7, L-1 & H-	16.55
04/23/2021	2721-230163	O'REILLY AUTOMOTIVE STORE	148191	110-7210-424003	VEHICLE MAINT. L-7, L-1 & H-	11.91
04/23/2021	2721-230169	O'REILLY AUTOMOTIVE STORE	148191	110-7210-424003	VEHICLE MAINT. L-7, L-1 & H-	4.19
04/23/2021	2721-230173	O'REILLY AUTOMOTIVE STORE	148191	110-7210-424003	VEHICLE MAINT. L-7, L-1 & H-	5.25
04/27/2021	2721-231189	O'REILLY AUTOMOTIVE STORE	148191	110-4140-424003	PARTS T SERVICE STREET TRU	12.85
04/27/2021	2721-231193	O'REILLY AUTOMOTIVE STORE	148191	110-4140-424003	PARTS TO SERVICE STREET TRI	21.87
04/27/2021	2721-231347	O'REILLY AUTOMOTIVE STORE	148191	110-4140-424003	PARTS TO SERVICE STREET TRI	21.52
04/29/2021	2721-231945	O'REILLY AUTOMOTIVE STORE	148191	119-4110-424003	STRATER FOR L-18	189.08
05/05/2021	2721-233478	O'REILLY AUTOMOTIVE STORE	148191	565-7215-424003	VEHICLE MAINT. L-7, L-1 & H-	33.03
05/05/2021	2721-233558	O'REILLY AUTOMOTIVE STORE	148191	565-7215-424003	VEHICLE MAINT. L-7, L-1 & H-	77.62
05/05/2021	2721-233623	O'REILLY AUTOMOTIVE STORE	148191	565-7215-424003	VEHICLE MAINT. L-7, L-1 & H-	309.1
05/06/2021	2721.233824	O'REILLY AUTOMOTIVE STORE	148191	110-4120-441006	OTC EVOLVE SCANNER SOFTW	861.58
05/06/2021	2721-233801	O'REILLY AUTOMOTIVE STORE	148191	622-4152-424003	FUEL FOR SEWER VAC TRUCK	4.34
05/06/2021	2721-233887	O'REILLY AUTOMOTIVE STORE	148191	110-4120-427006	DIELECTRIC GREASE	7.58
05/06/2021	2721-233947	O'REILLY AUTOMOTIVE STORE	148191	565-7215-424003	VEHICLE MAINT. L-7, L-1 & H-	226.25
05/07/2021	2721-234108	O'REILLY AUTOMOTIVE STORE	148191	565-7215-424003	VEHICLE MAINTENANCE H-16	333.25
05/07/2021	2721-234160	O'REILLY AUTOMOTIVE STORE	148191	119-4110-424003	STARTER BOLTS	10.73
05/10/2021	2721-234880	O'REILLY AUTOMOTIVE STORE	148191	110-2110-424003	SERVICE PART FOR PD UNIT #:	60.81
05/11/2021	2721-235199	O'REILLY AUTOMOTIVE STORE	148191	110-2110-424003	CABIN AIR FILTER UNIT # 45	10.56
05/12/2021	2721-235446	O'REILLY AUTOMOTIVE STORE	148191	110-4120-427006	TIRE SEALANT	24.92
05/18/2021	2721-235517	O'REILLY AUTOMOTIVE STORE	148191	110-2110-424003	SERVICE PARTS FOR UNIT #35	62.02
06/18/2021	2721-237186	O'REILLY AUTOMOTIVE STORE	148191	110-4140-424003	PARTS FOR STREET TRUCK- H-	8.7
Vendor 62 - O'REILLY AUTOMOTIVE STORES INC. Total:						2313.71
Vendor: 223 - P&L CONCRETE PRODUCTS						
04/16/2021	225064	P&L CONCRETE PRODUCTS	148192	659-4170-442001	1 YD CART AWAY	192.02
04/30/2021	225864	P&L CONCRETE PRODUCTS	148192	645-4160-427006	CONCRETE REPAIR OF HOUSE	130.53
Vendor 223 - P&L CONCRETE PRODUCTS Total:						322.55



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Vendor: 01216 - PACIFIC SHREDDING/PACIFIC STORAGE CO.						
05/08/2021	5064164	PACIFIC SHREDDING/PACIFIC	148193	110-2110-425003	Monthly Shedding	70
Vendor 01216 - PACIFIC SHREDDING/PACIFIC STORAGE CO. Total:						70
Vendor: 01346 - PENA REFRIGERATION						
05/11/2021	18114	PENA REFRIGERATION	148194	540-1910-441005	Mini Split - Skate Park	4842
Vendor 01346 - PENA REFRIGERATION Total:						4842
Vendor: 01309 - PEZZONI ENGINEERING INC.						
04/07/2021	20-533-003	PEZZONI ENGINEERING INC.	148195	540-1910-442001	PROF. SERVICES-ICO CITY HAL	600
05/05/2021	20-533-004	PEZZONI ENGINEERING INC.	148195	540-1910-442001	PROF. SERVICES-ICO CITY HAL	600
Vendor 01309 - PEZZONI ENGINEERING INC. Total:						1200
Vendor: 226 - PG&E						
05/05/2021	MAY 2021	PG&E	148196	110-4142-420001	07875298122	11.5
05/05/2021	MAY 2021	PG&E	148196	288-6243-420001	01868963875	168.73
05/05/2021	MAY 2021	PG&E	148196	288-6244-420001	47013986097	31.63
05/05/2021	MAY 2021	PG&E	148196	288-6245-420001	68565167456	11.48
05/05/2021	MAY 2021	PG&E	148196	293-6250-420001	88703594601	51.55
05/05/2021	MAY 2021	PG&E	148196	622-4150-420001	45427294660	437.33
05/05/2021	MAY 2021	PG&E	148196	645-4160-420001	60775846904	28016.56
05/11/2021	MAY 2021-1	PG&E	148196	110-4142-420001	48213775637	628.8
05/11/2021	MAY 2021-1	PG&E	148196	110-7210-420001	60758610988	954.8
05/11/2021	MAY 2021-1	PG&E	148196	117-7440-420001	21072898444	8.65
05/11/2021	MAY 2021-1	PG&E	148196	622-4151-420001	529288	734.05
05/11/2021	MAY 2021-1	PG&E	148196	622-4151-420001	529290	420.55
Vendor 226 - PG&E Total:						31475.63
Vendor: 1429 - R & B COMPANY						
04/16/2021	0053563	R & B COMPANY	148239	645-4160-424006	SPRING REPAIR	2300.86
Vendor 1429 - R & B COMPANY Total:						2300.86
Vendor: 237 - R & S ERECTION TRI-COUNTY						
04/27/2021	571878	R & S ERECTION TRI-COUNTY	148240	110-4120-424001	DOOR REPAIR	1357.13
Vendor 237 - R & S ERECTION TRI-COUNTY Total:						1357.13
Vendor: 242 - RANDIK PAPER CO						
05/19/2021	185940-0	RANDIK PAPER CO	148199	110-7413-427002	JANITORIAL SERVICE	57.17
Vendor 242 - RANDIK PAPER CO Total:						57.17
Vendor: 1278 - RAY MORGAN COMPANY						
05/05/2021	3310700	RAY MORGAN COMPANY	148200	110-1910-423000	COPIER LEASE	103.56
05/05/2021	3310700	RAY MORGAN COMPANY	148200	110-2110-423000	COPIER LEASE	206.93
05/05/2021	3310700	RAY MORGAN COMPANY	148200	119-4110-423000	COPIER LEASE	52.08
05/05/2021	3310700	RAY MORGAN COMPANY	148200	120-3110-423000	COPIER LEASE	52.08
05/05/2021	3310700	RAY MORGAN COMPANY	148200	622-4152-423000	COPIER LEASE	53.08
05/05/2021	3310700	RAY MORGAN COMPANY	148200	645-4160-423000	COPIER LEASE	52.08
Vendor 1278 - RAY MORGAN COMPANY Total:						519.81
Vendor: 1233 - ROLFE CONSTRUCTION INC.						



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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
05/03/2021	20145	ROLFE CONSTRUCTION INC.	148201	222-4149-442001	ROLFE CONSTRUCTION (POPL	90203.81
05/03/2021	20145	ROLFE CONSTRUCTION INC.	148201	621-4159-442001	ROLFE CONSTRUCTION (POPL	59857.39
05/03/2021	20145	ROLFE CONSTRUCTION INC.	148201	644-4169-442001	ROLFE CONSTRUCTION (POPL	119445.26
Vendor 1233 - ROLFE CONSTRUCTION INC. Total:						269506.46
Vendor: 01356 - ROTO-ROOTER						
04/08/2021	632030982	ROTO-ROOTER	148202	622-4152-427006	SEWER ISSUE DUE TO POPLAR	785
Vendor 01356 - ROTO-ROOTER Total:						785
Vendor: 255 - SAFE-T-LITE OF MODESTO						
04/16/2021	374208	SAFE-T-LITE OF MODESTO	148204	622-4152-427006	69 KEYED PADLOCKS FOR SEW	41.59
04/16/2021	374208	SAFE-T-LITE OF MODESTO	148204	645-4160-427006	69 KEYED PADLOCKS FOR SEW	41.58
05/05/2021	374676	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	60 NEW STREET BARRICADES	1806.78
05/06/2021	374685	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	STREET SIGN HARDWARE. STE	185.13
05/07/2021	374709	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	STREET SIGN HARDWARE. STE	189.71
05/07/2021	374710	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	STREET SIGN HARDWARE. STE	77.94
05/07/2021	374712	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	STREET SIGN HARDWARE. STE	980.86
05/07/2021	374715	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	STREET SIGN HARDWARE. STE	89.41
05/13/2021	374824	SAFE-T-LITE OF MODESTO	148204	110-4140-427006	STREET PAINT STENCIL	92.66
Vendor 255 - SAFE-T-LITE OF MODESTO Total:						3505.66
Vendor: 01130 - SAN JOAQUIN COUNTY & DELTA WATER QUALITY COALITION						
05/01/2021	10217.	SAN JOAQUIN COUNTY & DEL	148241	622-4151-416005	MEMBERSHIP DUES	112.5
Vendor 01130 - SAN JOAQUIN COUNTY & DELTA WATER QUALITY COALITION Total:						112.5
Vendor: 01198 - SIERRA VIEW BUILDERS INC.						
04/26/2021	04/26/2021	SIERRA VIEW BUILDERS INC.	148205	657-4170-424001	AIRPORT: MOBILE HOME POR	1064.97
Vendor 01198 - SIERRA VIEW BUILDERS INC. Total:						1064.97
Vendor: 1436 - SIERRA WOOD SHAVINGS INC.						
05/18/2021	175807	SIERRA WOOD SHAVINGS INC	148206	286-6230-425003	Sierra Wood Shavings , Inc.	2861.1
Vendor 1436 - SIERRA WOOD SHAVINGS INC. Total:						2861.1
Vendor: 1368 - STANISLAUS FOUNDATION						
05/10/2021	483.97	STANISLAUS FOUNDATION	148207	510-1910-436001	DENTAL BENEFITS	1772.2
Vendor 1368 - STANISLAUS FOUNDATION Total:						1772.2
Vendor: 1163 - STAPLES BUSINESS ADVANTAGE						
05/11/2021	3475098686	STAPLES BUSINESS ADVANTA	148208	110-2110-427004	Purell -PPE/C19	173.4
05/11/2021	3475675099	STAPLES BUSINESS ADVANTA	148208	110-2110-427001	Office Supplies	53.57
05/01/2021	3476198410	STAPLES BUSINESS ADVANTA	148208	622-4153-427001	OFFICE SUPPLIES	18.26
05/01/2021	3476198410	STAPLES BUSINESS ADVANTA	148208	645-4161-427001	OFFICE SUPPLIES	18.27
Vendor 1163 - STAPLES BUSINESS ADVANTAGE Total:						263.5
Vendor: 1556 - SUTTER HEALTH PLUS						
05/03/2021	1602856	SUTTER HEALTH PLUS	148210	110-219-1100	HEALTH BENEFITS FOR APRIL-	3156.39
05/03/2021	1604681	SUTTER HEALTH PLUS	148209	110-219-1100	HEALTH BENEFITS FOR JUNE 2	44721.22
Vendor 1556 - SUTTER HEALTH PLUS Total:						47877.61
Vendor: 01128 - SWRCB/DWOCP						
05/17/2021	36136 DAVIS, BOB	SWRCB/DWOCP	148124	645-4160-425003	CERTIFICATION RENEWAL	170



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Vendor 01128 - SWRCB/DWOCB Total:						170
Vendor: 281 - TP EXPRESS						
04/20/2021	28025	TP EXPRESS	148211	110-1910-437001	PORTABLE RESTROOM EXTRA	100
04/20/2021	28025	TP EXPRESS	148211	565-7215-427006	PORTABLE RESTROOM EXTRA	165
Vendor 281 - TP EXPRESS Total:						265
Vendor: 291 - TROMBETTA ELECTRICS DISTRIBUTORS						
03/25/2021	179512	TROMBETTA ELECTRICS DISTR 148212		621-4159-442001	CONDUIT & FITTINGS FOR PRC	370.34
04/11/2021	179912	TROMBETTA ELECTRICS DISTR 148212		621-4159-442001	CONDUIT & BOXES FOR PROJE	59.5
04/11/2021	179912	TROMBETTA ELECTRICS DISTR 148212		644-4169-442001	CONDUIT & BOXES FOR PROJE	59.5
04/19/2021	179953	TROMBETTA ELECTRICS DISTR 148212		621-4159-442001	CONDUIT & BOXES FOR PROJE	169.99
04/19/2021	179953	TROMBETTA ELECTRICS DISTR 148212		644-4169-442001	CONDUIT & BOXES FOR PROJE	170
04/19/2021	179972	TROMBETTA ELECTRICS DISTR 148212		621-4159-442001	CONDUIT & BOXES FOR PROJE	317.82
04/19/2021	179972	TROMBETTA ELECTRICS DISTR 148212		644-4169-442001	CONDUIT & BOXES FOR PROJE	317.81
04/27/2021	180150	TROMBETTA ELECTRICS DISTR 148212		110-4142-427006	REPAIR OF AIR CONDITIONING	364.87
04/27/2021	180150	TROMBETTA ELECTRICS DISTR 148212		645-4160-427006	REPAIR OF AIR CONDITIONING	35.84
05/03/2021	180224	TROMBETTA ELECTRICS DISTR 148212		621-4159-442001	CONDUIT & FITTING FOR PRO.	27.92
Vendor 291 - TROMBETTA ELECTRICS DISTRIBUTORS Total:						1893.59
Vendor: 978 - U.S. BANK						
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	110-1910-420003	COMCAST	104.99
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	110-2110-420003	COMCAST	104.98
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	110-7210-425003	COMCAST	87.02
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	117-7460-420003	COMCAST	116.15
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	MICROSOFT OFFICE	49.99
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	LIVESTREAM	49
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	MICROSOFT OFFICE	49.99
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	MICROSOFT OFFICE	49.99
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	AMAZON	108.36
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	MICROSOFT OFFICE	49.99
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-425003	MICROSOFT OFFICE	49.99
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-441005	DELL	1508.37
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-441005	DELL	721.74
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-441005	DELL	721.74
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	270-1910-441005	DELL	720
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	545-2110-441006	DELL	1158.53
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	24
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	39
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	45.44
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	-80.16
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	196.07
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	12.46
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427001	AMAZON	21.67



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04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427006	DELL	503.79
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-427006	AMAZON	416.87
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-441005	DELL	633.68
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	622-4153-441006	B & H	30.08
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427001	AMAZON	24
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427001	AMAZON	39
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427001	AMAZON	196.07
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427001	AMAZON	21.67
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427001	AMAZON	45.43
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427001	AMAZON	12.46
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427006	DELL	20.58
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427006	DELL	503.79
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427006	AMAZON	416.88
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427006	AMAZON	41.08
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-427006	B & H	30.08
04/22/2021	ADM-1 1899 042221	U.S. BANK	148219	645-4160-441006	DELL	633.68
04/22/2021	ADM-2 4894 042221	U.S. BANK	148219	110-1910-427001	ADOBE PRO	9.99
04/22/2021	ADM-2 4894 042221	U.S. BANK	148219	110-1910-427006	UBERCONFERENCE	20
04/22/2021	ADM-3 2821 042221	U.S. BANK	148219	110-1130-427001	AMAZON	66.75
04/22/2021	ADM-3 2821 042221	U.S. BANK	148219	110-1130-429000	USPS	27.15
04/22/2021	ADM-3 2821 042221	U.S. BANK	148219	110-1910-437001	ZOOM	379.9
04/22/2021	ADM-4 6505 042221	U.S. BANK	148219	110-1120-427001	INTERVIEWS	27.46
04/22/2021	ADM-4 6505 042221	U.S. BANK	148219	119-4110-429000	USPS	29.2
04/22/2021	FAC-1 1563 042221	U.S. BANK	148219	110-1910-437001	SC SUPPLIES	32.5
04/22/2021	FAC-1 1563 042221	U.S. BANK	148219	118-7320-427001	SC SUPPLIES	122.61
04/22/2021	FAC-1 1563 042221	U.S. BANK	148219	118-7340-427006	SC SUPPLIES	21.71
04/22/2021	FAC-1 1563 042221	U.S. BANK	148219	118-7380-427008	CONCESSION SUPPLIES	339.55
04/22/2021	FAC-1 1563 042221	U.S. BANK	148219	744-7340-427004	SC SUPPLIES	55.96
04/22/2021	PD-1 9866 042221	U.S. BANK	148219	110-2110-416003	TRAINING/LODGING	421.4
04/22/2021	PD-2 8002 042221	U.S. BANK	148219	110-2110-427004	MISC SUPPLIES	143.18
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	110-1910-437001	ZOOM	14.99
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	110-2110-416002	TRAINING/LODGING	180.48
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	110-2110-416002	TRAINING/TRAVEL	65.01
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	110-2110-425003	ATLAS	90
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	110-2110-425003	READY REFRESH	66.93
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	110-2110-427004	MISC SUPPLIES	5.08
04/22/2021	PD-3 2787 042221	U.S. BANK	148219	743-2110-425003	EMBRACE PET INS	169.85
04/22/2021	PD-4 7622 042221	U.S. BANK	148219	110-2110-427001	AMAZON	194.97
04/22/2021	PD-5 8974 042221	U.S. BANK	148219	110-2110-427004	USPS/MISC SUPPLIES	316.22
04/22/2021	PD-5 8974 042221	U.S. BANK	148219	110-2110-427022	FUEL	15.01
04/22/2021	PD-5 8974 042221	U.S. BANK	148219	110-2110-429000	USPS/MISC SUPPLIES	35
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427001	STAPLES	69.6



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04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427001	STAPLES	11.21
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427001	STAPLES	51.74
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427001	AMAZON	14.07
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427001	STAPLES	69.3
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427001	AMAZON	60.94
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	622-4152-427006	ULINE	718.78
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	645-4160-427001	STAPLES	11.21
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	645-4160-427001	AMAZON	14.06
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	645-4160-427001	STAPLES	51.73
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	645-4160-427001	AMAZON	60.92
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	645-4160-427001	STAPLES	69.29
04/22/2021	PW-1 8837 042221	U.S. BANK	148219	645-4160-427001	STAPLES	69.59
04/22/2021	PW-2 8860 042221	U.S. BANK	148219	120-3110-425011	ADOBE ACROBAT/MODESTO F	289.73
04/22/2021	PW-2 8860 042221	U.S. BANK	148219	120-3110-427006	ADOBE ACROBAT/MODESTO F	179.88
04/22/2021	PW-3 0327 042221	U.S. BANK	148219	284-6210-424008	OAKDALE ACE	24.17
04/22/2021	PW-3 0327 042221	U.S. BANK	148219	284-6210-424008	GRAINGER	67.65
04/22/2021	PW-3 0327 042221	U.S. BANK	148219	621-4159-442001	OAKDALE ACE	95.42
04/22/2021	PW-3 0327 042221	U.S. BANK	148219	621-4159-442001	OAKDALE ACE	40.94
04/22/2021	PW-3 0327 042221	U.S. BANK	148219	645-4160-424002	GRAINGER	1401.46
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-2110-424003	AMERICAN SMOG	120
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4120-424002	AMAZON	111.35
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4120-424002	AMERICAN SMOG	40
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4120-425003	AMAZON	14.08
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4120-441005	ACME TOOLS	604.73
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4120-441005	NORTHERN TOOL	280.69
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4140-424003	AMERICAN SMOG	40
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-4140-424003	JME	27.39
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-7210-424003	AMERICAN SMOG	160
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-7210-427006	AMAZON	48.67
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-7210-427006	EBAY	24.23
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	110-7413-424003	AMERICAN SMOG	40
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	119-4110-424003	GT AUTOMOTIVE	296.18
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	119-4110-424003	AMERICAN SMOG	80
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	622-4151-424003	AMERICAN SMOG	40
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	622-4152-424003	SAFE HARBOR PARTS	66.13
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	622-4152-427006	AMAZON	8.62
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	645-4160-424002	GALCO	75.33
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	645-4160-424003	AMERICAN SMOG	40
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	645-4160-424003	OAKDALE ACE	5.79
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	645-4160-427006	NORTON PARTS	64.61
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	645-4160-427006	AMAZON	81.17
04/22/2021	PW-4 0335 042221	U.S. BANK	148219	657-4170-424002	AMAZON	222.11



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04/22/2021	PW-5 0368 042221	U.S. BANK	148219	110-7210-425003	ANDERSON TREES	1450
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	110-7210-425003	AMAZON	830.64
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	110-7210-427006	EWING IRRIGATION	660.39
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	110-7210-427006	EWING IRRIGATION	636.85
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	110-7210-427006	OAKDALE ACE	194.08
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	110-7210-427006	EWING IRRIGATION	146.73
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	284-6210-424009	OAKDALE ACE	112.24
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	284-6210-424009	EWING IRRIGATION	469.95
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	284-6210-427006	EWING IRRIGATION	2340.66
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	286-6230-424009	EWING IRRIGATION	755.77
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	286-6230-424009	EWING IRRIGATION	391.22
04/22/2021	PW-5 0368 042221	U.S. BANK	148219	286-6230-424009	EWING IRRIGATION	1240.57
04/22/2021	PW-6 4300 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	95.32
04/22/2021	PW-7 8872 042221	U.S. BANK	148219	622-4151-427006	O'REILLYS	33.11
04/22/2021	PW-7 8872 042221	U.S. BANK	148219	622-4151-427006	NORTH CENTRAL LABS	231.32
04/22/2021	PW-7 8872 042221	U.S. BANK	148219	622-4151-427006	O'REILLYS	20.68
04/22/2021	PW-8 0624 042221	U.S. BANK	148219	119-4110-425003	SPORTY'S/OAKDALE FURNITU	240
04/22/2021	PW-8 0624 042221	U.S. BANK	148219	657-4170-427006	SPORTY'S/OAKDALE FURNITU	225.53
04/22/2021	PW-8 0624 042221	U.S. BANK	148219	659-4170-442001	SPORTY'S/OAKDALE FURNITU	3053.36
04/22/2021	PW-9 7866 042221	U.S. BANK	148219	659-4170-442001	OAKDALE ACE	27.04
04/22/2021	PW-9-1 6435 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	64.82
04/22/2021	PW-9-1 6435 042221	U.S. BANK	148219	659-4170-442001	OAKDALE ACE	21.8
04/22/2021	PW-9-2 2438 042221	U.S. BANK	148219	645-4160-427006	DENAIR LUMBER	1788.44
04/22/2021	PW-9-2 2438 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	49.3
04/22/2021	PW-9-3 7025 042221	U.S. BANK	148219	110-7210-427006	OAKDALE ACE	52
04/22/2021	PW-9-3 7025 042221	U.S. BANK	148219	110-7210-427006	OAKDALE ACE	539.53
04/22/2021	PW-9-4 7041 042221	U.S. BANK	148219	110-7210-427006	OAKDALE ACE	111.2
04/22/2021	PW-9-4 7041 042221	U.S. BANK	148219	565-7215-427006	TRACTOR SUPPLY	14.07
04/22/2021	PW-9-5 4029 042221	U.S. BANK	148219	284-6210-424009	OAKDALE ACE	13.83
04/22/2021	PW-9-6 9951 042221	U.S. BANK	148219	110-4140-427006	HOME DEPOT	569.34
04/22/2021	PW-9-6 9951 042221	U.S. BANK	148219	110-4140-427006	OAKDALE ACE	193.05
04/22/2021	PW-9-6 9951 042221	U.S. BANK	148219	110-4140-427006	CONLIN SUPPLY	16.25
04/22/2021	PW-9-6 9951 042221	U.S. BANK	148219	110-4140-427006	OAKDALE ACE	315.91
04/22/2021	PW-9-6 9951 042221	U.S. BANK	148219	622-4152-427006	OAKDALE ACE	28.11
04/22/2021	PW-9-6 9951 042221	U.S. BANK	148219	622-4152-427006	SAFE-T-LITE	114.64
04/22/2021	PW-9-7 2141 042221	U.S. BANK	148219	110-4140-427006	KEY SEAL PRODUCTS	188.24
04/22/2021	PW-9-8 0267 042221	U.S. BANK	148219	286-6230-424009	OAKDALE ACE	38.57
04/22/2021	PW-9-9 6790 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	7.59
04/22/2021	PW-9-9 6790 042221	U.S. BANK	148219	659-4170-442001	OAKDALE ACE	73.22
04/22/2021	PW-9-A 6972 042221	U.S. BANK	148219	110-4140-427006	WESTURF	215.74
04/22/2021	PW-9-A 6972 042221	U.S. BANK	148219	110-4140-427006	OAKDALE ACE	88.81
04/22/2021	PW-9-B 1731 042221	U.S. BANK	148219	622-4151-427006	O RING STORE	400



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 5/13/2021 - 6/1/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
04/22/2021	PW-9-B 1731 042221	U.S. BANK	148219	622-4151-427006	ALHAMBRA	43.48
04/22/2021	PW-9-C 8282 042221	U.S. BANK	148219	622-4151-424002	BATTERY JUNCTION	86.7
04/22/2021	PW-9-C 8282 042221	U.S. BANK	148219	622-4151-424003	O'REILLYS	-348.52
04/22/2021	PW-9-C 8282 042221	U.S. BANK	148219	622-4151-424003	O'REILLYS	348.52
04/22/2021	PW-9-C 8282 042221	U.S. BANK	148219	622-4151-427006	ULINE	431.48
04/22/2021	PW-9-C 8282 042221	U.S. BANK	148219	622-4151-427006	O'REILLYS	73.7
04/22/2021	PW-9-D 1216 042221	U.S. BANK	148219	110-4140-427006	TRACTOR SUPPLY	108.36
04/22/2021	PW-9-D 1216 042221	U.S. BANK	148219	110-4140-427006	OAKDALE ACE	113.64
04/22/2021	PW-9-D 1216 042221	U.S. BANK	148219	110-4140-427006	CELL GALLERY	73
04/22/2021	PW-9-D 1216 042221	U.S. BANK	148219	110-4140-427006	OAKDALE ACE	32.44
04/22/2021	PW-9-E 9837 042221	U.S. BANK	148219	284-6210-424009	OAKDALE ACE	110.07
04/22/2021	PW-9-E 9837 042221	U.S. BANK	148219	565-7215-441005	OAKDALE ACE	617.31
04/22/2021	PW-9-E 9837 042221	U.S. BANK	148219	565-7215-441005	CONLIN SUPPLY	95.58
04/22/2021	PW-9-E 9837 042221	U.S. BANK	148219	565-7215-441005	HOME DEPOT	160.73
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	110-4142-416002	CSU SACRAMENTO	111.53
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	110-4142-427006	HOME DEPOT	114.35
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	110-4142-427006	OAKDALE ACE	41.74
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	621-4159-442001	OAKDALE ACE	45.71
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	621-4159-442001	HOME DEPOT	68.37
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	621-4159-442001	OAKDALE ACE	75.49
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	657-4170-424002	HALI BRITE	550.37
04/22/2021	PW-9-F 2106 042221	U.S. BANK	148219	657-4170-424002	WALMART	20.33
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-424001	OAKDALE ACE	22.49
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-424001	OAKDALE ACE	57.36
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-424001	A-1 TARPS	165.07
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-424001	HOME DEPOT	53.29
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-424001	TARPS PLUS	221.91
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-427006	OAKDALE ACE	217.24
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-427006	FULL SOURCE	166.71
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-427006	AMAZON	69.31
04/22/2021	PW-9-G 7993 042221	U.S. BANK	148219	622-4151-427006	AMAZON	50.92
04/22/2021	PW-9-H 2898 042221	U.S. BANK	148219	622-4151-427006	HOME DEPOT	348.11
04/22/2021	PW-9-H 2898 042221	U.S. BANK	148219	622-4151-427006	OAKDALE ACE	254.38
04/22/2021	PW-9-H 2898 042221	U.S. BANK	148219	622-4151-427006	OAKDALE ACE	67.02
04/22/2021	PW-9-H 2898 042221	U.S. BANK	148219	622-4151-427006	OAKDALE ACE	28.16
04/22/2021	PW-9-I 9383 042221	U.S. BANK	148219	110-4140-427006	SOLAR THINGZ	2915.74
04/22/2021	PW-9-I 9383 042221	U.S. BANK	148219	545-2110-441005	SOLAR THINGZ	2915.74
04/22/2021	PW-9-J 4382 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	401.02
04/22/2021	PW-9-J 4382 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	69.63
04/22/2021	PW-9-J 4382 042221	U.S. BANK	148219	645-4160-427006	CONLIN SUPPLY	37.27
04/22/2021	PW-9-J 4382 042221	U.S. BANK	148219	645-4160-427006	OAKDALE ACE	29.1
04/22/2021	PW-9-J 4382 042221	U.S. BANK	148219	659-4170-442001	OAKDALE ACE	70.62



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 5/13/2021 - 6/1/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
04/22/2021	PW-9-K 2836 042221	U.S. BANK	148219	110-4120-427006	OAKDALE ACE	10.82
04/22/2021	PW-9-L 4030 042221	U.S. BANK	148219	110-7210-427006	WESTURF NURSERY	64.73
04/22/2021	PW-9-L 4030 042221	U.S. BANK	148219	286-6230-424009	OAKDALE ACE	21.66
04/22/2021	PW-9-L 4030 042221	U.S. BANK	148219	565-7215-427006	HOME DEPOT	19.35
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	OAKDALE ACE	11.9
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	OAKDALE ACE	15.43
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	OAKDALE ACE	22.03
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	OAKDALE ACE	61.28
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	AMAZON	140.23
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	HOME DEPOT	172.93
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	HOME DEPOT	225.36
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	HOME DEPOT	493.68
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	MAINLINE	685
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-424001	OAKDALE ACE	82.12
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	HOME DEPOT	55.81
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE ACE	162.55
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE ACE	7.56
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE ACE	9.88
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE LOCKSMITH	13.01
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE LOCKSMITH	16.26
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE ACE	31.54
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	110-7413-427006	OAKDALE ACE	45.5
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	117-7430-427007	AMAZON	140.86
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	117-7430-427007	OAKDALE ACE	197.56
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	117-7430-427007	AMAZON	162.54
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	117-7440-424001	DON'S MOBILE GLASS	130
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	117-7440-424001	EBAY	125.1
05/21/2021	FAC-2 6423 042221	U.S. BANK	148219	117-7460-424001	EBAY	112.29
Vendor 978 - U.S. BANK Total:						50674.48
Vendor: 01341 - UNITED SITE SERVICES						
04/26/2021	11411889655	UNITED SITE SERVICES	148213	621-4159-442001	HOLLENBERK CONTROL CABIN	132.22
Vendor 01341 - UNITED SITE SERVICES Total:						132.22
Vendor: 299 - UNITED WAY OF STANISLAUS						
05/28/2021	INV00998	UNITED WAY OF STANISLAUS	148233	110-219-1300	UNITED WAY OF STANISLAUS	2
Vendor 299 - UNITED WAY OF STANISLAUS Total:						2
Vendor: 01208 - URBAN ALALYTICS						
02/24/2021	1100	URBAN ALALYTICS	148214	363-9091-425003	RDA CONTINUING DISCLOSUR	4961.25
Vendor 01208 - URBAN ALALYTICS Total:						4961.25
Vendor: 312 - W.B. TAYLOR & SONS						
05/30/2021	60953	W.B. TAYLOR & SONS	148215	622-4152-427006	FLAT BAR METAL	4.14
Vendor 312 - W.B. TAYLOR & SONS Total:						4.14
Vendor: 1560 - WGR SOUTHWEST INC.						



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 5/13/2021 - 6/1/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
04/17/2021	25039	WGR SOUTHWEST INC.	148216	720-3110-425003	MS4 STORM WATER RE-OCCU	165
04/17/2021	25039	WGR SOUTHWEST INC.	148216	720-3110-425003	MS4 STORM WATER RE-OCCU	165
04/17/2021	25039	WGR SOUTHWEST INC.	148216	720-3110-425003	MS4 STORM WATER RE-OCCU	165
04/17/2021	25039	WGR SOUTHWEST INC.	148216	720-3110-425003	MS4 STORM WATER RE-OCCU	330
04/19/2021	25047	WGR SOUTHWEST INC.	148216	657-4170-425003	OAKDALE AIRPORT-ANNUAL F	1450
					Vendor 1560 - WGR SOUTHWEST INC. Total:	<u>2275</u>
					Grand Total:	<u>1066437.33</u>

AGENDA ITEM 9.3:

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

SPECIAL EVENTS APPLICATION

CITY OF OAKDALE
280 NORTH THIRD AVENUE – OAKDALE, CA 95361

Event Name: Oakdale's 150th Birthday Celebration

Oakdale Enrichment Society

Organization: _____

Event Date: Saturday, June 26, 2021

Event Times: Begin: 8am End: 11pm

Location: Oakdale Saddle Club/Rodeo Grounds

All requests require a minimum of 30 days to review.

Oakdale Enrichment Society Presents

Oakdale's 150th Birthday Celebration & 4th of July All American Bash



FRI/SAT JUNE 25TH & 26TH, 2021

Friday, June 25th - Time Capsule Ceremony: 6PM, Gene Bianchi Community Center

Saturday, June 26th - Main Event: 2:30PM-9:30PM, Rodeo Grounds

Parade: 9am (Down Highway, Begins at Walgreens, ends at Savemart)

Food & Fun: 2:30PM-Dark 🇺🇸 Kid Zone: 2:30pm-dark 🇺🇸 Tractor Pull: 4pm-6:30pm

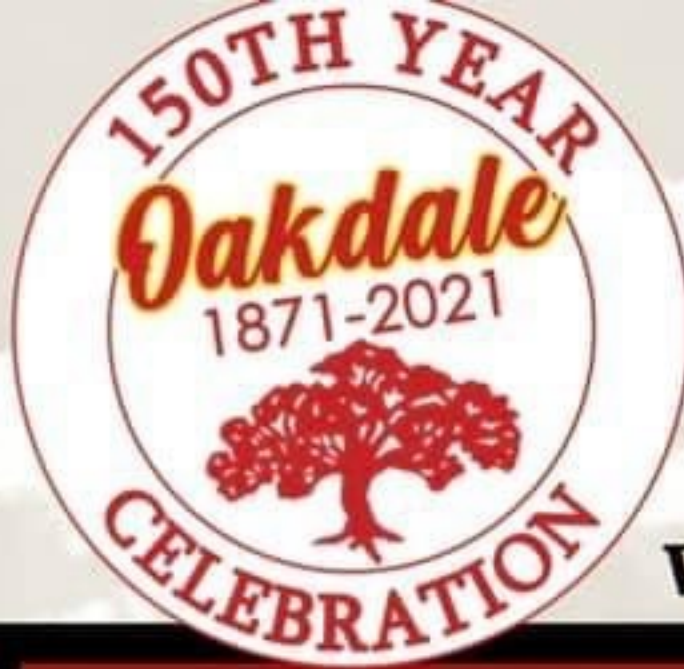
Live Music: 6:30PM Gravel & Grace, 7:15PM Valley Fire

8PM: COUNTRY MUSIC STAR DAVID LEE MURPHY

(Dust on the Bottle, Everything's Gonna Be Alright, Party Crowd, Just Once)

PROFESSIONAL FIREWORKS SHOW AT DARK

Contact Cheryllyn Bairos @ 209-496-1134 or Amy Velasco @ 209-840-2273 with questions



OAKDALE'S 150TH BIRTHDAY CELEBRATION

EVENT TIMELINE

CELEBRATE 150 YEARS WITH 5 DAYS OF FESTIVITIES!

***5:30pm-8:30pm Oakdale's 150th Birthday Celebration**

Kickoff Party: Hosted by Dying Breed Brewery

-150 year Celebration limited release beer

- Live music & Food

(Location: Dying breed Brewery, 963 Shepard Ct.)

WED
23
JUNE

THUR
24
JUNE

***4pm-8pm Western Extravaganza:** Hosted by Oakdale Cowboy museum (Location: Cowboy Museum, 355 East F street).

-Kids games -Cowboy dancing -Museum tours -Food Trucks -Photo ops -Gun raffle

-Wild West Shootouts:

***4pm:** Meet & Greet ***5:30pm-6pm:** Mingling ***6pm & *7pm** Shoot out performances

(Contact the Cowboy Museum for more info: 209-847-7049)

***10am-4pm: Visit Oakdale presents: "The Hunt for History", 150 years in the making: A citywide self-guided Scavenger Hunt.** (Go to visitoakdale.com for more info)

***12pm-5:30pm: Oakdale Museum & History Center hosts: Stepping Through Time,**

a walkthrough history experience **Will feature Oakdale's 150th birthday cake on display by

Moss Rose Bakery. (Location: Gene Bianchi Community Center)

(Contact Barbara Torres with questions at 209-840-1411)

6pm: Time Capsule ceremony hosted by OES (Gene Bianchi Community Center).

FRI
25
JUNE

SAT
26
JUNE

Oakdale Enrichment Society presents: (visit oakdaleoes.com for tickets)

Oakdale's 150th Birthday Celebration & 4th of July All American Bash

***9am** parade (down highway) ***2:30pm** Gates open at Rodeo Grounds

4pm:** Tractor Pull *Live Music: *6:30pm** Gravel & Grace, ***7:15pm** Valley Fire

*******8pm: Country music star David Lee Murphy** (Dust on the bottle)

*******PROFESSIONAL FIREWORKS SHOW AT DARK*******

***8:30am-10:30am: Cottonwood Cafe hosts: 150th Celebration toast & mimosa bar**

-\$5 Specialty Toasts (choice of avocado, strawberry & Nutella, or banana & Nutella)

-\$2 mimosas (choice of pineapple, cranberry, or orange)

(location: Cottonwood Cafe 154 S. Yosemite Ave, 209-847-4748)

***10am-2pm: Oakdale Chamber of Commerce hosts: Exploring the Past, historical tours.**

****Guided tours available of Oakdale's famous Clocktower & A.L. Gilbert**

-Signups available through Oakdale Chamber 209-847-2244

SUN
27
JUNE



Oakdale Enrichment Society

AMBASSADORS BRINGING COMMUNITY TOGETHER

To whom it may concern,

Oakdale Enrichment Society will be hosting a large scale event celebrating the 150th birthday of the city of Oakdale. The event, entitled Oakdale's 150th Birthday Celebration & 4th of July All American Bash, will take place on Saturday June 26th, 2021, at the Oakdale Saddle Club/Rodeo Grounds.

The event will consist of a parade in the morning beginning at 10am, concluding at around noon. The event at the Saddle Club will begin at 3pm and consist of a kid zone from 3pm-9pm, Horsemanship presentation and flag ceremony 3:30pm-4:30pm, tractor pull from 4:30pm-7:30pm, Live music from 7:30pm-9pm, and a professional fireworks show at dark. All times are tentative and subject to change.

Thank You,
Amy Velasco, OES President
oes95361@gmail.com

oes95361@gmail.com
P.O. Box 374 Oakdale CA, 95361
501C3 TAX ID# 83-2095414

1. This Application is made according to the rules set forth in Oakdale Municipal Code ("OMC"). In this Application, the phrase "Special Events Code" shall be used to refer to these Code requirements.
2. If the Applicant has any questions regarding the requirements of the Special Events Code, or this Application, a request for clarification should be made to **Julie Christel, Council Services and Legislative/Records Manager, at 845-3573**. However, no clarification made by the City is binding unless incorporated into the terms of the Special Events Permit.
3. Please provide the information requested in items "A1" through "A6" below. If any portion of the requested information does not apply to this Application, please indicate "N/A" for that item.

A. **The name, address, and telephone numbers of each of the following:**

A1. The person filing the application:

Name: Amy Velasco

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

A2. An alternate person to contact if an emergency arises (someone other than a City employee) and the applicant is unavailable:

Name: Lupe Aguilera

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

A3. The organization sponsoring the event (The "Applicant:"):

Name: Oakdale Enrichment Society

Address: PO Box

Oakdale CA 95361

Phone: _____ Cell: _____

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

Name: Amy Velasco

Title: President

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

A5. The person who will be present and in charge of the event on the day of the event:

Name: Amy Velasco

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

A6. Are any monitors being employed for the event? No Yes (list)

4. Complete and attach the appropriate section for your event.

Block Party or Street Closing Event

Page 6 & 7

Park Event

Page 8

Parade or Fun Run on City Streets

Pages 9 & 10

5. Assure the following are attached:

A. Map as described in supplemental section.

Attached

B. Flyers describing the event.

Attached

C. Insurance Coverage Documentation

Attached

(\$1 million coverage and Endorsement naming the City of Oakdale as Additional Insured.)

- D. Written Documentation of the authority of the applicant in 4.A.1. Being authorized to sign this application on behalf of the organization 4.A.3. By the head of the organization 4.A.4. Attached
- E. If private property is to be used for the event, applicant will provide written authorization of the property to be used, with dates and time from beginning to end. Attached N/A
- a. \$205 application processing fee **plus** \$130 if street closure equipment required. \$_____ enclosed.
- F. By submitting this Application, the Applicant understands that the City shall review the application under the procedures set forth in the Oakdale Municipal Code. If the City approves the application, the Applicant will be notified by the City.

On behalf of the Applicant, I hereby submit this Application for a Special Events Permit for the event described in this Application.

By signing below, I agree to indemnify hold harmless, and defend the City and its representatives against liability and/or loss arising from activities connected with and/or undertaken pursuant to the Permit. The City is not liable for any business loss, property loss, or other damage that may result from the use of the Permit, or suspension or revocation of the Permit. No vendor shall maintain any claim or action against the City, its officials, officers, employees, or agents on account of any suspension or revocation.

Amy Velasco
Applicant Name

Applicant Signature

3/26/21
Date

**SPECIAL EVENTS PERMIT
PARADE OR FUN RUN ON CITY STREETS**

Name of Event: Oakdale's 150yr Birthday Celebration and All American bash Date: 6/26/21

1. The specific streets to be closed, indicating closure points. (Include map)

"F"st Oak Ave to Maag Ave, "G"st Wood Ave to Bardo Ave, Gilbert Ave "F"st to "J"st Mann ave
"G"st to "F"st

Map to show location of:

The proposed assembly point.

Time: from 8am to 10am

The proposed route.

Time: from 10am to 12pm

The proposed end/final assembly point.

Time: from 10am to 12pm

Final clean-up time: 1pm

2. Provide facts concerning a **parade**:

A. The number, type and size (if extra-large) of floats, vehicles and/or animals.

Lg floats, cars, animals, bands

B. The interval space to be maintained between units of the parade.

50-100ft

C. The estimate total length of the parade in yards.

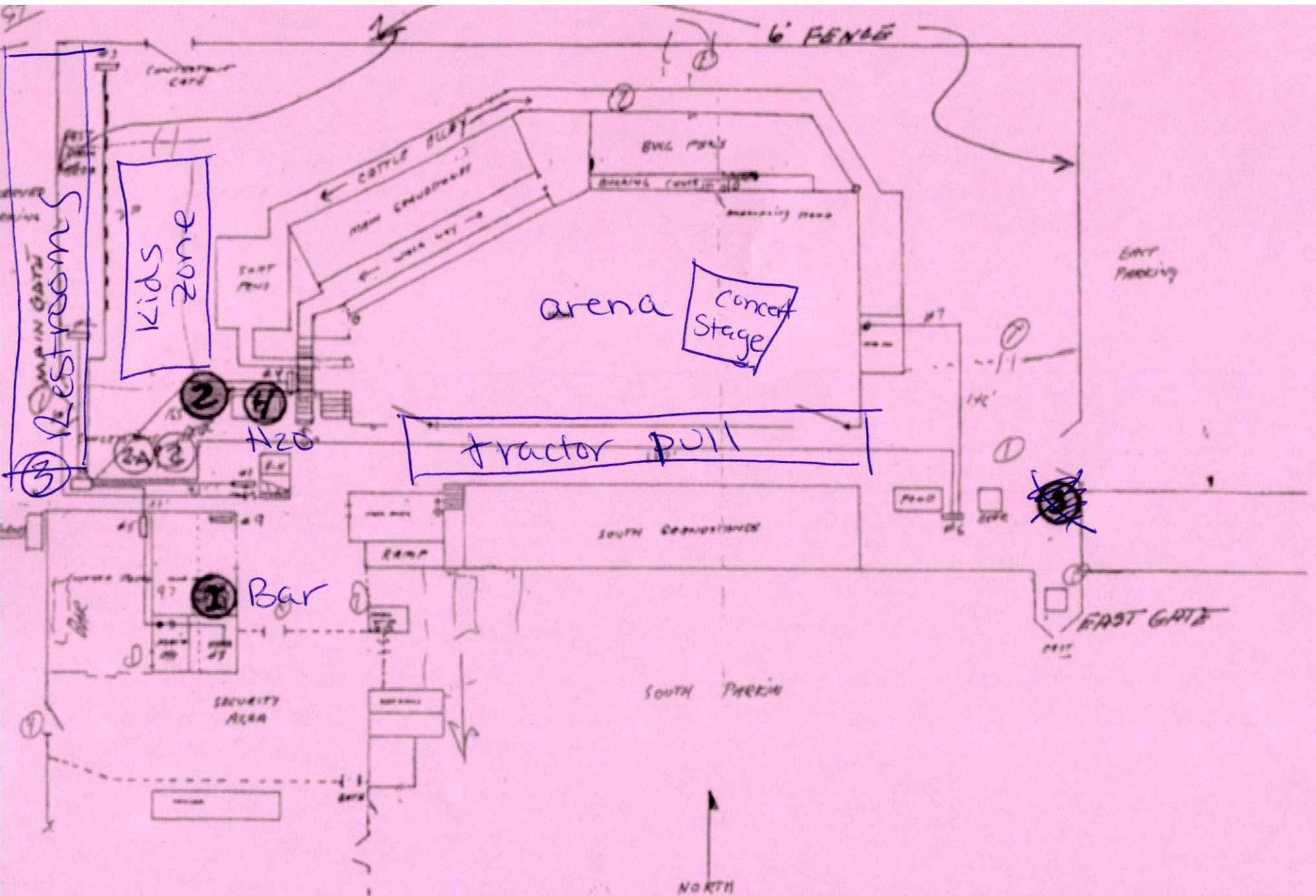
Mann ave to Maag ave



Oakdale's 150th Birthday
 Event June 26, 2021
 Parade and Detour Route

- DETOUR ROUTE ▬
- STAGING AREA
- PARADE ROUTE ▬

Dr. by: K. King
 Revised: March 2, 2021



- ① BEER & BAR LOCATIONS
- ② Kid zone
- ③ Restrooms
- ④ Water Sales

ONE TIME EVENT APPLICATION

CITY OF OAKDALE
280 NORTH THIRD AVENUE – OAKDALE, CA 95361

Event Name: Oakdale's 150yr birthday Celebration and all American Bash

Host/Sponsor: Oakdale Enrichment Society

Event Date: Saturday June 26th 2021

Event Times: Begin: 8 am End: 11 pm

Location: Oakdale Saddle Club / Rodeo Grounds

Anticipated Number of Guests 2,000

Alcohol Hosted: Yes No

Alcohol Sold: Yes No

1. \$140 Application Processing Fee must be submitted with the application. An additional \$150 must be included for events including alcohol. **These processing fees are non-refundable.**
2. If the Applicant has any questions regarding the requirements of the Special Events Code, or this Application, a request for clarification should be made to **Julie Christel, Council Services and Legislative/Records Manager, at 845-3573**. However, no clarification made by the City is binding unless incorporated into the terms of the Special Events Permit.
3. Please provide the information requested in items "A1" through "A3" below. If any portion of the requested information does not apply to this Application, please indicate "N/A" for that item.

A. The name, address, and telephone numbers of each of the following:

A1. The person filing the application:

Name: Amy Velasco

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

- A2. An alternate person to contact if an emergency arises (someone other than a City employee) and the applicant is unavailable:

Name: Lupe Aquilera

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

- A3. The organization sponsoring the event (The "Applicant:"):

Name: Oakdale Enrichment Society

Address: _____

Oakdale CA 95361

Phone: _____ Cell: _____

4. By submitting this Application, the Applicant understands that the City shall review the application under the procedures set forth in the OMC. If the City approves the application, the Applicant will be notified by the City. The application processing fee(s) are non-refundable

On behalf of the Applicant, I hereby submit this Application for a Special Events Permit for the event described in this Application.

Amy Velasco / OES
Applicant Name

Applicant Signature

Submit application with appropriate fee(s) to:

City Council and Legislative/Records Manager
280 North Third Avenue
Oakdale, CA 95361

OES

Tractor Pull

Safety Plan

On-Guard App Safety and Security plan for Oakdale Rodeo Complex.

- Oakdale Rodeo Complex
- Tractor Pull and misc. events.
- 3p.m-10p.m on 6/26/21
- 3,000 expected people
- 2 guards per 300 guest will be implemented
- 2 guards each at the entrance and exit and six guards roving the event area and parking lot.
- Attendee's will be counted as they enter and exit.
- Staff will be equipped with face mask, gloves, and eye protection for personal safety measures.
- Social Distancing will be enforced.

- Any and all suspicious activity or individuals will be reported to Oakdale PD immediately.

Oakdale Enrichment Society presents

Oakdale's 150th Birthday Celebration and All American Bash

Saturday June 26th, 2021

Parade entry form

Parade will start at **9am**, corner of Gilbert & W. F st (Speedway Gas Station, across from Walgreens), and proceed down 108, ending at the Savemart parking lot (by Cold Stone)

Staging will begin on Bardo Ave & W. G St (near High School Roundabout), and continue down G St toward Library). There is no particular order, and no judging. Just get in line, be safe, and have fun!

Your authorized signature of submission of this form certifies that your entry for the Parade will abide by parade rules. The applicant agrees to save and hold harmless and defend Oakdale Enrichment Society, the City of Oakdale, and they're agents, servants, employees, officers, and volunteers, against any and all claims, costs, demand, or causes of action.

Social distancing and masks (if social distancing is not possible) are recommended.

Date: _____

Signature: _____

Submitted by: _____

Phone: _____

Email: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Organization or business

Name: _____

Brief description of parade entry: _____

If stopping to perform, what will you be doing:

Do you have animals?	Yes No
Do you have music?	Yes No
Will your entry stop to perform?	Yes No
Are you walking?	Yes No

Please email entry form to OES95361@gmail.com, subject title : PARADE, or contact Cher for drop off location at 209-496-1134. Entries are due no later than Saturday, June 19th. There is no entry fee, there is no judging, lineup is on a 1st come basis, with adjustments made as necessary.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: June 7, 2021

To: Mayor Bairos and Members of the Oakdale City Council

From: Julie Christel, Council Services and Legislative Record

Subject: Manager Claim for Damage – Michael Noordewier

I. BACKGROUND

A claim against the City was received on May 12, 2021. The claim, as submitted, indicated the incident occurred March 8, 2021 and the date injuries, damages, or losses were discovered was March 8, 2021. The location of the incident was listed as 551 and 571 Murdoch Court, 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 referred the claim to the City's legal counsel who recommended City Council reject the claim.

III. FISCAL IMPACT

No fiscal impact to date.

IV. RECOMMENDATION

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

V. ATTACHMENTS

None.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: June 7, 2021
To: Mayor Bairos and Members of the Oakdale City Council
From: Julie Christel, Council Services and Legislative Record Manager
Subject: Claim for Damage – Delores Ellis

I. BACKGROUND

A claim against the City was received on April 22, 2021. The claim, as submitted, indicated the incident occurred April 2021 and the date injuries, damages, or losses were discovered was April 2021. The location of the incident was listed as 449 Valley View Drive, Oakdale, CA.

II. DISCUSSION

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

III. FISCAL IMPACT

No fiscal impact to date.

IV. RECOMMENDATION

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

V. ATTACHMENTS

None.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: June 7, 2021
To: Mayor Bairos and Members of the Oakdale City Council
From: Julie Christel, Council Services and Legislative Record
Subject: Manager Claim for Damage – Susan Richardson

I. BACKGROUND

A claim against the City was received on May 3, 2021. The claim, as submitted, indicated the incident occurred January 23, 2021 and the date injuries, damages, or losses were discovered was January 23, 2021. The location of the incident was listed as 151 S. First Avenue, Oakdale, CA.

II. DISCUSSION

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

III. FISCAL IMPACT

No fiscal impact to date.

IV. RECOMMENDATION

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

V. ATTACHMENTS

None.

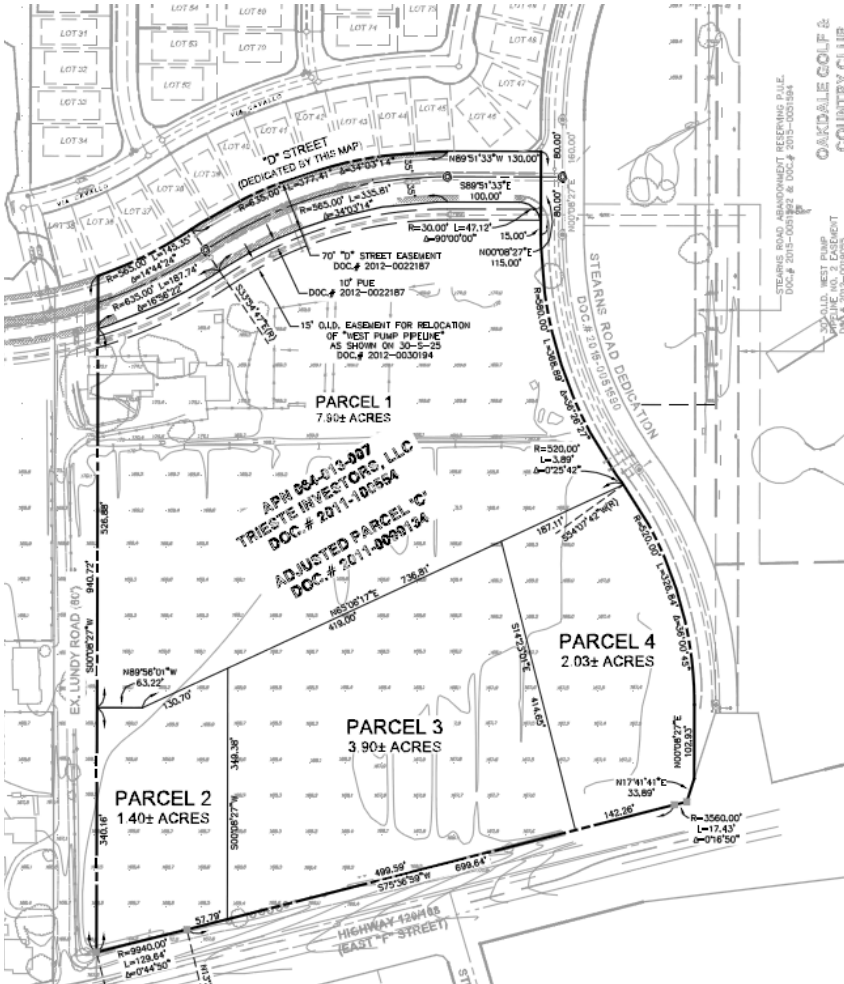


CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 7, 2021
To: Mayor Bairos and Members of the Oakdale City Council
From: Jeff Gravel, Public Services Director
Subject: Consideration of a Resolution Authorizing Staff to Record the Trieste Parcel Map (219 Lundy Road) with the Stanislaus County Recorder's Office

I. BACKGROUND

On May 12, 2021, the City of Oakdale Administrative Hearing Officer approved Tentative Parcel Map No. 2021-11, which divides a 16.28-acre parcel into four (4) parcels consisting of 7.90, 3.90, 2.03 and 1.40 acre parcels and a designated portion of D Street along the northern frontage of the existing parcel.





CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Trieste Final Parcel Map
MEETING DATE: June 7, 2021

The City of Oakdale Administrative Hearing Officer (Planning Staff) and City Engineer has examined the parcel map and finds that it substantially conforms to the approved Tentative Parcel Map (TPM No. 2021-11), the State Subdivision Map Act and the City of Oakdale Subdivision Ordinance.

Approval of this Tentative Parcel Map (TPM No. 2021-11), was granted approval, indicated Administrative Hearing Officer Resolution No. 2021-04. As it relates to the approval and recordation of the Parcel Map, all conditions of approval have been satisfied by the Project Proponent.

II. DISCUSSION

The next step is for staff recommend that the City Council, subject to review, approve the attached resolution authorizing staff to record the Parcel Map with the Stanislaus County Recorder's Office

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

III. FISCAL IMPACT

There is no fiscal impact.

IV. RECOMMENDATION

Staff recommends the City Council approve the attached Resolution Authorizing Staff to Record the Trieste Parcel Map (219 Lundy Road) with the Stanislaus County Recorder's Office.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2021-__
Attachment B: Administrative Resolution TPM No. 2021-04



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING STAFF
TO RECORD THE TRIESTE PARCEL MAP FOR TENTATIVE PARCEL MAP NO.
2021-04 TO SUBDIVIDE A 16.28 ACRE SITE INTO (4) PARCELS AND A
DESIGNATED REMAINDER “D STREET” TO BE DEDICATED TO THE CITY
LOCATED AT 219 LUNDY ROAD (APN NO. 064-013-007)**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, a request by the applicant to consider a Tentative Parcel Map on an existing lot of record (APN 064-013-007), property located at 219 Lundy Road; and,

WHEREAS, the Tentative Parcel Map proposes to subdivide the 16.28-acre parcel into four (4) parcels, and a designated remainder which is to be dedicated to the City for the D Street extension to Stearns Road; and,

WHEREAS, the Tentative Parcel Map has been reviewed by the City Engineer and deemed to be in compliance with Chapter 31 (Subdivisions) of the Oakdale Municipal Code; and

WHEREAS, the General Plan Land Use designation is Specific Plan (SP) -3 / General Commercial (GC) and the Zoning District is Specific Plan (SP)-3, and,

WHEREAS, the Project was reviewed and considered by the Administrative Hearing Officer in a noticed Public Hearing, held on May 12, 2021, at 1:00 p.m.

WHEREAS, the Project is categorically exempt under the California Environmental Quality Act (CEQA), as per Section 15315, Minor Land Divisions, and,

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

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF JUNE, 2021, by the following vote:

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

SIGNED:

Cherilyn Bairos, Mayor



CITY OF OAKDALE
City Council Resolution (Continued)

SUBJECT: Trieste Parcel Map
MEETING DATE: June 7, 2021
REPORT DATE: June 1, 2021

ATTEST:

Rouzé Roberts, City Clerk



CITY OF OAKDALE
Administrative Hearing Officer Resolution 2021-04

**A RESOLUTION OF THE CITY OF OAKDALE
ADMINISTRATIVE HEARING OFFICER
APPROVING TENTATIVE PARCEL MAP 2021-11
SUBDIVIDING A 16.28-ACRE PARCEL INTO FOUR (4) PARCELS, AND A
DESIGNATED REMAINDER "D STREET" TO BE DEDICATED TO THE CITY,
LOCATED AT 219 LUNDY ROAD, APN NO. 064-013-007**

**THE CITY OF OAKDALE HEARING OFFICER DOES HEREBY RESOLVE
THAT:**

WHEREAS, a request by the applicant to consider a Tentative Parcel Map on an existing lot of record (APN 064-013-007), property located at 219 Lundy Road; and,

WHEREAS, the Tentative Parcel Map proposes to subdivide the 16.28-acre parcel into four (4) parcels, and a designated remainder which is to be dedicated to the City for the D Street extension to Stearns Road; and,

WHEREAS, the General Plan Land Use designation is Specific Plan (SP) -3 / General Commercial (GC) and the Zoning District is Specific Plan (SP)-3, and,

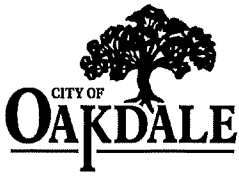
WHEREAS, the Tentative Parcel Map has been reviewed by the City Engineer and deemed to be in compliance with Chapter 31 (Subdivisions) of the Oakdale Municipal Code; and,

WHEREAS, the Project is categorically exempt under the California Environmental Quality Act (CEQA), as per Section 15315, Minor Land Divisions, and,

WHEREAS, the Project was reviewed and considered by the Administrative Hearing Officer in a noticed Public Hearing, held on May 12, 2021, at 1:00 p.m.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ADMINISTRATIVE
HEARING OFFICER OF THE CITY OF OAKDALE FINDS:**

1. Notice has been given in the time and in the manner required by State Law and City Code; and,
2. The use will not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the neighborhood or the general welfare of the City.
3. The site is physically suitable for the type of development.
4. The use is consistent with the General Plan Land Use Map designation of Specific Plan Area (SP)-3 / General Commercial and Zoning designation of Specific Plan (SP)-3.
5. The project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) and has been determined to be exempt from further review in accordance with Section 15315, Minor Land Divisions.



CITY OF OAKDALE
Administrative Hearing Officer Resolution 2021-04

6. The Tentative Parcel Map is consistent with the Subdivision Map Act and local City Subdivision Ordinance.

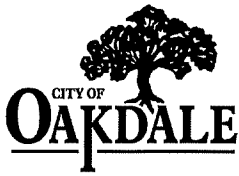
FURTHER THAT BASED ON THE ABOVE FINDINGS, THE ADMINISTRATIVE HEARING OFFICER APPROVES THIS TENTATIVE PARCEL MAP REQUEST, SUBJECT TO THE FOLLOWING EXHIBITS ATTACHED HEREIN:

- Exhibit A: Conditions of Approval**
Exhibit B: Tentative Parcel Map No. 2021-11

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 12th DAY OF MAY 2021:

Signed:

Roman Acosta, Administrative Hearing Officer
Public Services Department



CITY OF OAKDALE
Administrative Hearing Officer Resolution 2021-04

EXHIBIT A:

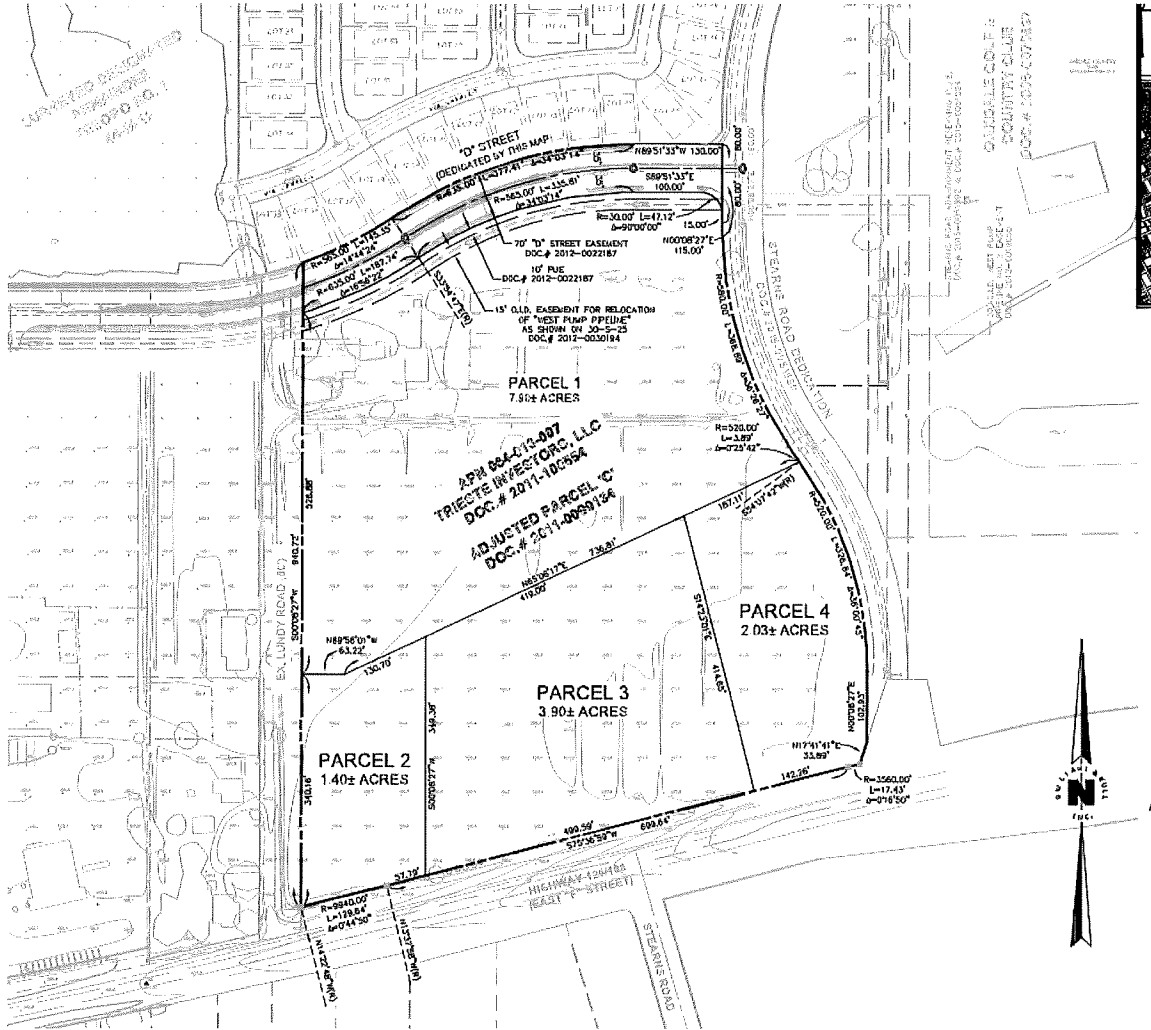
Conditions of Approval

1. The Property Owner and Developer/Project Proponent shall, at their sole expense, defend, indemnify and hold harmless the City of Oakdale, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Oakdale shall promptly notify the developer of any such claim, action, or proceeding and shall cooperate fully in the defense. (Planning Division)
2. Minor amendments to TPM No. 2021-11 may be approved by the Public Services Director and City Engineer, provided the map remains in general conformance with applicable City policies and regulations. (Planning Division)
3. In accordance with Section 31-23 of the City's Subdivision Ordinance, TPM 2021-11 shall expire twenty-four (24) months upon adoption by the Planning Commission. (Planning Division)
4. The Developer and/or Project Proponent shall submit four (4) sets of the Final Parcel Map. The Final Parcel Map shall be prepared and signed by a California Licensed Land Surveyor. The submittal of the plans shall be accompanied by the following: (Public Services Department)
 - a. Project Billing Information Form
 - b. Subdivision Improvement Plan Review Form
 - c. Plan Check Deposit in the amount of \$6,000.00
 - d. Final Parcel Map
 - e. Supporting Documents and Calculations
5. Any future development within TPM No. 2021-11, shall conform to the adopted East F Street Specific Plan
6. Any future development within TPM No. 2021-11 shall install Street Front Improvements as specified in the East F Street Specific Plan and in accordance with the City of Oakdale Streets Master Plan.
7. Any future development within TPM No. 2021-11 shall comply with the Mitigation Measures set forth in the East F Street Corridor Specific Plan Environmental Impact Report (SCH.2003072147).
8. Any development within TPM No. 2021-11 shall be responsible for all applicable impact fees including fees identified in the East F Street Specific Plan Financing Plan, as adopted per City Council Resolution No. 2019-128.



CITY OF OAKDALE
Administrative Hearing Officer Resolution 2021-04

EXHIBIT B:
Tentative Parcel Map 2021-11





**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: June 7, 2021

To: Mayor Bairos and Members of the City Council

From: Michael Renfrow, Senior Engineering Technician

Reviewed by: Jeff Gravel, Public Services Director

Subject: **Consider a Resolution of the City of Oakdale City Council Authorizing the City Manager to Execute an Agreement with Resourceability in an Amount Not-To-Exceed \$30,000 for Consultant Services Associated with Compliance with California's Department of Resources Recycling and Recovery (CalRecycle) Regulations, to be Funded from Solid Waste Fund 229**

I. BACKGROUND

In September 2016, Governor Brown signed into law methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. The law codified the California Air Resources Board's Short-Lived Climate Pollutant Reduction Strategy to achieve reductions in the statewide emissions of short-lived climate pollutants. CalRecycle categorizes actions to reduce short-lived climate pollutants as essential.

As it pertains to CalRecycle required actions by municipalities, the newest law, SB 1383, establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The law grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

II. DISCUSSION

The City is working diligently to maintain compliance with current CalRecycle law and must now develop a program for the new SB 1383 regulations. Many hours and specific expertise are required to develop the SB 1383 program and to achieve compliance with these regulations.

Resourceability is a consulting team which assists municipalities, school districts, commercial entities and other entities in meeting state-mandated recycling/diversion requirements. It was founded by Jennifer Halpin, who has over 14 years of experience in the solid waste and recycling industry during her



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Authorize Resourceability Consultant Services Agreement
MEETING DATE: June 7, 2021

previous roles performed in local and regional government settings. Resourceability offers knowledge and experience in addressing projects that are specific to Central Valley needs and creates programs that address those needs through identification of needs, program implementation, education, monitoring and reporting.

Staff requested a proposal from Jennifer Halpin, Principal Consultant with Resourceability, for consultant services associated with the compliance of California's Department of Resources Recycling and Recovery Regulations. Jennifer has the expertise associated with CalRecycle regulations to aid the City with its compliance obligation.

Consulting Services include assisting the City of Oakdale with Mandatory Commercial Recycling, Mandatory Organics Recycling and SB1383 Compliance. This includes, but is not limited to, the following as required by State of California law and reviewed by CalRecycle; identification of waste generators, education/outreach (print media, site visits, direct contact, website assistance), coordination with the hauler (Gilton solid Waste Management), program setup, monitoring/follow-up and reporting.

Program setup to include

- Review current operations and recycling programs.
- Review current contract with Gilton.
- Identify waste generators required by law to be regulated.
- Identify outlets/end-facilities.
- Identify any gaps in the current program and recommend solutions
- List out necessary steps for compliance, including ordinances and how SB1383 will be enforced.
- Recommend relevant/useful vendors that have products to help the program operate smoothly.
- Administer the program on behalf of the City of Oakdale.
- Establish working relationships with other City of Oakdale departments to bring all affected departments onto the same page.
- Attend City Council meetings when necessary.
- Establish an open communication relationship with CalRecycle and have them "sign off" early-on for activities regarding identification, education/outreach and inspections to prevent miscommunication of what is expected by CalRecycle management in regard to fulfilling compliance with the mandates.

Education/Outreach

- Create and distribute Print Media (flyers, letters, brochures, etc.); utilize CalRecycle tools when available.
- Assist with website setup (include residential and commercial recycling information).



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Authorize Resourceability Consultant Services Agreement
MEETING DATE: June 7, 2021

- Perform direct contact (phone/e-mails) and site visits.

Monitoring

- Keep a database of generators.
- Update the database after site visits, direct contact and changes to service.
- Follow-up with locations/generators that are not in compliance.
- Inspections/note any violations and send out notices and/or issue penalties (to be decided during program setup/enforcement ordinance).

Reporting

- Report numbers, violations and other information to CalRecycle staff.
- Report numbers and other information to the reporting entity for the Electronic Annual Report.
- Administer and build a program compliant with SB1383.

FISCAL IMPACT

The Consultant services are to be funded from Solid Waste Fund 229 in an amount not-to-exceed \$30,000. The funds were received by the City from past recycling grants and are obligated for expenditure on recycling programs. There is no impact to the General Fund or to trash service rates with the execution of this agreement. It should be noted, trash collection rates may need to be adjusted in the future to accommodate the additional cost burden to comply with the State mandate of SB1383 and its ever-evolving targets. This will be addressed at a future City Council meeting.

III. RECOMMENDATION

City Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute an Agreement with Resourceability in an amount not-to-exceed \$30,000 for Consultant Services associated with Compliance with California's Department of Resources Recycling and Recovery (CalRecycle) Regulations, to be Funded from Solid Waste Fund 229.

IV. ATTACHMENTS

Attachment A: Draft City Council Resolution 2021-__
Attachment B: Consultant Agreement
Attachment C: Resourceability Proposal



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-__**

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
RESOURCEABILITY IN AN AMOUNT NOT-TO-EXCEED \$30,000 FOR
CONSULTANT SERVICES ASSOCIATED WITH COMPLIANCE WITH
CALIFORNIA'S DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
(CALRECYCLE) REGULATIONS, TO BE FUNDED FROM SOLID WASTE FUND
229**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale is subject to regulations imposed by California's Department of Resources Recycling and Recovery (CalRecycle); and

WHEREAS, the City is working diligently to maintain compliance with current CalRecycle law and must now develop a program for the new SB 1383 regulations. Many hours and specific expertise are required to develop the SB 1383 program and to achieve compliance with these regulations; and

WHEREAS, Staff requested a proposal from Jennifer Halpin, Principal Consultant with Resourceability, for consultant services associated with the compliance of California's Department of Resources Recycling and Recovery Regulations; and

WHEREAS Jennifer Halpin has the expertise associated with CalRecycle regulations to aid the City with their compliance obligation; and

WHEREAS, Consultant services are to be funded from Solid Waste Fund 229 in an amount not-to-exceed \$30,000. The funds were received by the City from past recycling grants and are obligated for expenditure on recycling programs. There is no impact to the General Fund or to trash service rates with the execution of this agreement; and

WHEREAS, Staff Recommends that the City of Oakdale City Council adopt the Resolution authorizing the City Manager to execute an agreement with Resourceability in an amount not-to-exceed \$30,000 for Consultant Services associated with Compliance with California's Department of Resources Recycling and Recovery (CalRecycle) Regulations, to be Funded from Solid Waste Fund 229; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby authorizes the City Manager to execute an agreement with Resourceability in an amount not-to-exceed \$30,000 for Consultant Services associated with Compliance with California's Department of Resources Recycling and Recovery (CalRecycle) Regulations, to be Funded from Solid Waste Fund 229.



CITY OF OAKDALE
City Council Resolution (Continued)

SUBJECT: Authorize Resourceability Consultant Services Agreement
MEETING DATE: June 7, 2021

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF JUNE, 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze' Roberts, City Clerk

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF OAKDALE AND
RESOURCEABILITY**

This **AGREEMENT FOR SERVICES** ("Agreement") is made and entered into this **7th** day of **June, 2021**, by and between the City of Oakdale, a California municipal corporation ("City") and **RESOURCEABILITY** ("Contractor"). City and Contractor may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. City desires to retain the services of Contractor to perform work in connection with **State of California Regulation Consultant Services** (the "Project").

B. Contractor has submitted a proposal to City that includes a scope of proposed services, attached hereto and described more fully in **Exhibit A** ("Services"). Contractor desires to perform the Services, on the terms and conditions set forth herein.

C. Contractor represents that it is qualified, willing and able to provide the Services to City, and that it will perform Services related to the Project according to the rate schedule attached hereto and described more fully in **Exhibit A** (the "Rates").

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

AGREEMENT

Section 1. Description of Work.

(a) *Services.* Contractor shall perform the Services described in **Exhibit A**, subject to the terms and conditions set forth herein. Contractor shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the Services. Contractor shall determine the method, details and means of doing the work or rendering the Services; however, Contractor shall not receive additional compensation for the performance of any services unless they are included in Exhibit A, or the Parties otherwise agree in writing.

(b) *Modification of Services.* Only the City Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the City Manager.

Section 2. Compensation. Contractor shall perform the Services according to the Rates set forth in **Exhibit A**

Section 3. Term. This Agreement shall commence on the Effective Date and will continue in effect through **an amount not-to-exceed of \$30,000** ("Term"), or unless either party gives written notice to the other if its intent to renegotiate the terms of the Agreement, or unless sooner terminated as provided in Section 9.

Section 4. Payment. City shall pay Contractor for all Services described in Exhibit A that are actually performed, and Contractor agrees to accept compensation as provided in Exhibit B. On a monthly basis, Contractor shall provide City, in reasonable and understandable detail, a description of the Services rendered, and in accordance with the Rates. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion. Failure to accomplish work in any given month may subject Contractor to a reasonable amount of financial retention from that month's invoice until the situation is corrected.

Section 5. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in Exhibit A, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to City. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within the City limits without a proper permit from City.

(b) *Independent Contractor.* In performing the Services, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is

performed. Contractor is not to be considered an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, or other benefits City may provide its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish City with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within three (3) business days of notice by City that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all Services performed that are compensable under this Agreement and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed.

(h) *Nondiscrimination.* Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment

because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

(i) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage as determined by the California Department of Industrial Relations. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance.

Section 6. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct any observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request shall constitute grounds to declare a breach under this Agreement.

Section 7. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 8. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by City or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents. When this Agreement is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 9. Termination. City may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, upon five (5) days' advance written notice (the "Termination Notice"). Upon receipt of a Termination Notice, Contractor shall

immediately cease performing the Services. Contractor will be entitled to compensation, as of the date Contractor receives the Termination Notice, only for Services actually performed. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the Services.

Notwithstanding the above, this Agreement may be terminated by City for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Contractor's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve City from compensating Contractor.

Section 10. Property of City. The following will be considered and will remain the property of City:

(a) *Documents.* All reports, drawings, graphics, working papers and Confidential Information furnished by City in connection with the Services ("Documents"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Documents.

(b) *Data.* All data collected by Contractor and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting City's right to assign all or some of City's interests in the Data.

(c) *Delivery of Documents and Data.* Contractor agrees, at its expense and in a timely manner, to return to City all Documents and Data upon the conclusion of the Term or in the event of Termination.

Section 11. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 12. Insurance. Contractor, and all of its contractors and subcontractors, shall obtain and maintain insurance of the types and in the amounts described in this Section, with carriers reasonably satisfactory to City.

(a) *General Liability Insurance.* Contractor shall maintain general liability insurance or an equivalent form, including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverages. This insurance shall be on a comprehensive occurrence basis form with a stand cross liability clause or endorsement, with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

(b) *Workers' Compensation Insurance.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Contractor shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease. This insurance shall also waive all right to subrogation against City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents")

(c) *Errors and Omissions Liability.* Contractor shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater, if appropriate for the Contractor's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, and City's Agents, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses. Said policy shall be continued in full force and effect during the Term of this Agreement and for a period of three (3) years following the completion of the Services provided for in this Agreement.

(d) *Automobile Liability.* Contractor shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(e) *Other Insurance Requirements.* Within five (5) days of the Effective Date, Contractor shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Contractor shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and

City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor, or automobiles owned, leased, or hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Contractor's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

Section 13. Indemnification. Contractor shall protect, defend, indemnify hold harmless and release City, and City's Agents, from any and all actions, claims, demands, loss, costs, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expenses (including but not limited to attorney's fees and costs of litigation or arbitration) and liability of every kind, that arise out of, pertain to or relate to willful or fraudulent misconduct or negligent acts, errors or omissions by Contractor, or any subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify City and City's Agents shall be apportioned to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against City and City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts. Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification section. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 14. Non-Collusion. For competitively bid projects, Contractor represents that he has provided a non-collusion affidavit pursuant to Public Contract Code 7106 prior to the provision of any Services under this Agreement.

Section 15. Retentions. City, in its sole discretion, shall determine whether to set aside retentions in accordance with Public Contract Code sections 9203, 7107, 20104.50 and 22300.

Section 16. Resolution of Claims and Disputes. The Parties shall abide by Public Contract Code section 20104 *et seq.* if such provisions apply to this Agreement. In such case where those provisions do apply, in any arbitration to resolve a dispute relating to or arising out of this Agreement, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the Parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the Parties otherwise agree, findings of fact and conclusions of law.

Section 17. Notices. Any notice or communication required hereunder between City and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Oakdale
6707 Third Street 280 North Third Avenue
Oakdale, California 95361
Attn: City Manager

With courtesy copy to: WhiteBrenner LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White.

If to Contractor: Jennifer Halpin, Principal Consultant
Resourceability

P.O. Box 1066
Merced, CA 95341-1066

Section 18. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Services and Rates

Section 19. General Provisions.

(a) *Recitals.* The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 20 of this Agreement, Sections 1 through 20 shall prevail.

(b) *Modification.* No alteration, amendment, modification, or Termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

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

(d) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(e) *Assignment.* No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

(f) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(g) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(h) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

(i) *Severability.* If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

(j) *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.

(k) *Audit.* City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Agreement.

(l) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(m) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(n) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(o) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(p) *Attorney's Fees and Costs.* If any action at law or in equity, including arbitration, mediation or any action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, or because of any breach by either Party of the terms hereof, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(q) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(r) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date referenced above.

CITY:

CITY OF OAKDALE, a California municipal corporation

By: _____


Bryan Whitemyer, City Manager

CONTRACTOR:

RESOURCEABILITY

By: _____

Name: _____



Jennifer Halpin

Attest:

Rouze' Roberts
City Clerk

Approved as to Form:

Tom Hallinan, City Attorney

RESOURCEABILITY

Consulting Services - Scope of Work (Draft)

Assist the City of Oakdale with Mandatory Commercial Recycling, Mandatory Organics Recycling and SB1383 Compliance; including, but not limited to, identification of generators, education/outreach (print media, site visits, direct contact, website assistance), coordination with the hauler, program setup, monitoring/follow-up and reporting.

Program setup to include (but not limited to):

- Review current operations/programs,

- Review current contract with Gilton,

- Identify generators,

- Identify outlets/end-facilities,

- Identify any gaps in the current program and recommend solutions,

- List out necessary steps for compliance, including ordinances and how SB1383 will be enforced,

- Recommend relevant/useful vendors that have products to help the program operate smoothly,

- Administer the program on behalf of the City of Oakdale

- Establish working relationships with other City of Oakdale departments to bring all affected departments onto the same page.

- Attend City Council meetings when necessary.

- Establish an open communication relationship with CalRecycle and have them “sign off” early-on for activities regarding identification, education/outreach and inspections to prevent miscommunication of what is expected by CalRecycle management in regard to fulfilling compliance with the mandates.

Education/Outreach

- Create and distribute Print Media (flyers, letters, brochures, etc.); utilize CalRecycle tools when available,

- Assist with website setup (include residential and commercial recycling information),

- Perform direct contact (phone/e-mails) and site visits.

Monitoring

- Keep a database of generators,

Update the database after site visits, direct contact and changes to service,
Follow-up with locations/generators that are not in compliance,
Inspections/note any violations and send out notices and/or issue penalties (to be decided during program setup/enforcement ordinance).

Reporting

Report numbers, violations and other information to CalRecycle staff,

Report numbers and other information to the reporting entity for the Electronic Annual Report.

Pricing

[For any hours performed between September 2020 – June 30, 2021; hourly rate to increase by 5% on July 1, 2021.]

Principal Consultant - Jennifer Halpin: \$120 per hour

Junior Consultant(s) – to be named: \$85 per hour

Mileage reimbursement of \$0.58 per mile traveled pertaining to work duties.
(\$0.58 or the rate on the IRS Standard Mileage Rate Table, whichever is greater)

Please refer to the Budget Table for the overall work programs, tasks, and budgeting amounts.

Proposed by:

Jennifer Halpin, Principal Consultant
Resourceability
P.O. Box 1066
Merced, CA 95341-1066

Phone: (209) 761-1004

E-mail: jhalpin@resourceability.co

Website: www.halpinrecycling.com

Budget Table

Overall programs, descriptions and estimated pricing per overall program can be found below.

This is based on an estimated amount of work to be performed per overall program; funding may need to be moved from one overall program to the other after assessing and completing tasks under each overall work program.

MCR / MORE	General Tasks	\$7,400
Identification	Identification of covered generators based on service lists from the hauler and number of units at multi-family dwelling locations.	
Education/Outreach	Update electronic education (if necessary); Use existing and create new print education and education methods (if needed); distribute education; make direct contact with covered generators and others; present information to relevant business groups (if deemed necessary).	
Monitoring	Maintain database of covered generators and update/follow-up as needed.	
Reporting	Report numbers; attend Conference Calls/Site Visits.	
SB1383	General Tasks	\$12,000
Program Setup	Based on the CalRecycle Toolkit, establish program implementation with a: Franchise Agreement (if needed), Edible Food Recovery Agreement, Enforcement Ordinance, Procurement Policy, and other implementation. Establish relationships with all affected departments, haulers, facilities and other related entities.	
Identification	Identify affected locations based on service lists from the hauler, business type and number of units at multi-family dwelling locations.	
Education/Outreach	Update electronic education (if necessary); utilize/modify print education provided by CalRecycle; distribute education; make direct contact with covered generators and others; present information to relevant business groups and perform training (if necessary).	
Monitoring	Maintain database (or software) of covered generators and update/follow-up as needed.	

Enforcement	Perform site visits and issue notices of violation; follow-up.	
Reporting	Records to be kept onsite for the necessary amount of time; report numbers to CalRecycle and necessary entities.	
OTHER	Tasks needed to be performed outside either of the two overall work programs.	\$600



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: June 7, 2021

To: Mayor Bairos and Members of the City Council

From: Michael Renfrow, Senior Engineering Technician

Reviewed by: Jeff Gravel, Public Services Director

Subject: **Consideration of a Resolution Authorizing the City Manager to Execute a Contract for Annual Street Sweeping Services with Gilton Solid Waste Management, Inc. in the Amount of \$104,658.12, to be Funded from General Fund 110 in the Amount of \$101,915.44 and Aviation Fund 657 in the Amount of \$2,742.68**

I. BACKGROUND

Street Sweeping provides two primary benefits to the City. The most noticeable benefit is the collection and removal of paper, leaves, and other visible debris that collect in the gutters. This debris can block storm water facilities, causing localized flooding during heavy rains and also make their way to the Stanislaus River. An equally important, but less visible benefit is the removal of metal particles and other hazardous waste products left by passing vehicles. Although they are virtually invisible, these particles can be extremely harmful to fish and other wildlife if they reach creeks, our river, the Delta, beaches and bays. Street sweeping is an effective method of removing both large and small pollutants that collect on City streets. This sweeping service also serves as one of our Best Management Practices (BMP) to control and improve water quality as required by the Central Valley Regional Water Quality Control Board.

II. DISCUSSION

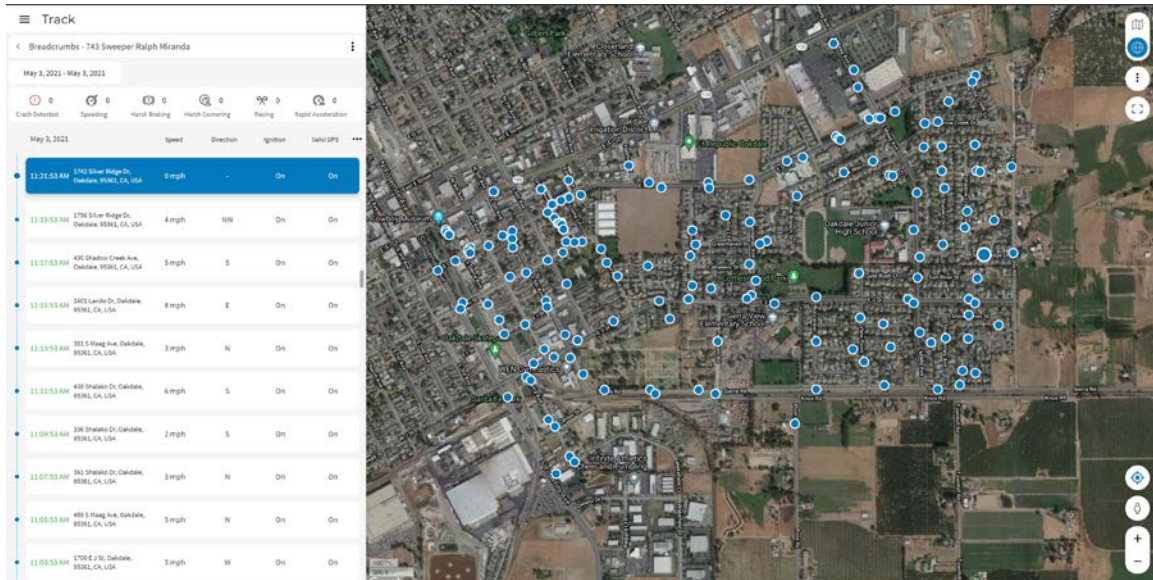
The schedule consists of sweeping our residential streets once per month; the downtown and industrial and commercial streets will be swept twice per month. This Contract includes sweeping 11 parking lots and the Oakdale Municipal Airport once every quarter on an as needed basis. The scope of work includes hand-sweeping / vacuuming all visible debris in and around "porkchop" islands, medians, parking block, valley gutters, or any other area not handled by the mechanical sweeper.

All street sweepers used to perform Oakdale's Annual Street Sweeping Services Contract shall have installed a Global Positioning Systems that will enable the City of Oakdale to view via computer or handheld device where the sweepers are at all times. The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address and distance traveled. Gilton uses Fleet Complete, see below:



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Award Annual Street Sweeping Services
MEETING DATE: June 7, 2021



The current annual street sweeping contract, awarded on February 16, 2016 to Gilton Solid Waste Management, Inc. ended on February 28, 2021. In January, 2021, a Request for Bids (RFB) was released, supplemental Information was requested, and the results are as follows:

The bid results were as follows:

Rank	Contractor	City	Base Bid (3,500 mi.)	Bid Alt 2 Parking Lots	Bid Alt 1 Airport	Supplemental (Additional Services)	Total	7% Local Preference
1	Gilton	Oakdale	\$97,801.40	\$4,114.04	\$2,742.68	\$0.00	\$104,658.12	\$97,332.05
2	Contract Sweeping Services	Milpitas	\$87,425.00	\$2,160.00	\$1,500.00	\$8,000.00	\$99,085.00	
3	CleanStreet	Gardena	\$142,980.00	\$3,680.00	\$3,680.00	\$1,500.00	\$151,840.00	

Public Contract Code Section 2002 authorizes local agencies to give preference to local small business enterprises in the award of construction, goods procurement, and services contracts up to 7%. This preference adjusts Gilton bid results from \$104,658.12 to \$97,332.05, making them the lowest qualified bidder. \$5,573.12 greater than the next bid.

The initial term of contract shall be for a period of three (3) years, from June 7, 2021 through May 31, 2024. The City and the Contractor, by mutual agreement, may extend the contract on a yearly basis for three (3) additional years, through May 31, 2027, on the same terms and conditions set forth in this Agreement. Terms shall be extended by written approval 90 days prior to the end of the Term.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Award Annual Street Sweeping Services
MEETING DATE: June 7, 2021

III. FISCAL IMPACT

Project Funding	
General Fund 110	\$101,915.44
Aviation Fund 657	\$2,742.68
Total Available Funding:	\$104,658.12

The Project is funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the amount of \$2,742.68 for a grand total project cost of \$104,658.12.

IV. RECOMMENDATION

City Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute a Contract for Annual Street Sweeping Services with Gilton Solid Waste Management, Inc. in the amount of \$104,658.12, to be funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the amount of \$2,742.68.

V. ATTACHMENTS

- Attachment A: Draft City Council Resolution 2021-__
- Attachment B: Maintenance and Trade Services Agreement



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-__

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR
ANNUAL STREET SWEEPING SERVICES WITH GILTON SOLID WASTE
MANAGEMENT. INC. IN THE AMOUNT OF \$104,658.12, TO BE FUNDED FROM
GENERAL FUND 110 IN THE AMOUNT OF \$101,915.44 AND
AVIATION FUND 657 IN THE AMOUNT OF \$2,742.68**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, street sweeping serves as one of our Best Management Practices (BMP) to control and improve water quality as required by the Central Valley Regional Water Quality Control Board; and

WHEREAS, Public Contract Code Section 2002 authorizes local agencies to give preference to local small business enterprises in the award of construction, goods procurement, and services contracts up to 7%. This preference adjusts Gilton bid results from \$104,658.12 to \$97,332.05, making them the lowest qualified bidder; and

WHEREAS, the initial term of contract shall be for a period of three (3) years, from June 7, 2021 through May 31, 2024; and

WHEREAS, the City Manager and the Contractor, by mutual agreement, may extend the contract on a yearly basis for three (3) additional years, through May 31, 2027, on the same terms and conditions set forth in this Agreement. Terms shall be extended by written approval 90 days prior to the end of the Term; and

WHEREAS, the Project is funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the Amount of \$2,742.68 for a grand total project cost of \$104,658.12; and

WHEREAS, Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute a Contract for Annual Street Sweeping Services with Gilton Solid Waste Management. Inc. in the amount of \$104,658.12, to be funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the amount of \$2,742.68; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby authorizes the City Manager to execute a Contract for Annual Street Sweeping Services with Gilton Solid Waste Management. Inc. in the amount of \$104,658.12, to be funded from General Fund 110 in the amount of \$101,915.44 and Aviation Fund 657 in the amount of \$2,742.68.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF JUNE, 2021, by the following vote:



CITY OF OAKDALE
City Council Resolution (Continued)

SUBJECT: Award Annual Street Sweeping Services
MEETING DATE: June 7, 2021

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze' Roberts, City Clerk

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT made the 7th day of June, 2021 by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as the CITY, and **GILTON SOLID WASTE MANAGEMENT, INC.** hereinafter designated as the CONTRACTOR regarding **ANNUAL STREET SWEEPING SERVICES INCLUDING STREETS, PARKING LOTS AND AIRPORT** hereinafter referred to as (PROJECT).

RECITALS

A. Contractor is qualified and experienced in providing **Annual Street Sweeping Services** for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. Services to be Performed. The work will consist of providing street sweeping services for the City of Oakdale as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.
2. Compensation. The total compensation under this Agreement shall not exceed **\$105,000.00**, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.
3. Term. The initial term of contract shall be for a period of three (3) years, from June 7, 2021 through May 31, 2024. The City and the Contractor, by mutual agreement, may extend the contract on a yearly basis for three (3) additional years, through May 31, 2027.
4. Method of Payment. Payment shall be made within thirty days (30) of receipt of Contractor's invoice and approval by City. Delivery shall not constitute acceptance of any goods.
5. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City of Oakdale, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This entire indemnification provision shall survive termination or cancellation of this Agreement.
6. Insurance. As required per Request for Bids General Conditions Section 6-10.
7. Independent Contractor. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.
8. Labor Code. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation.

9. Miscellaneous Provisions.

- a. Subject to Request for Bids General Conditions Section 5-2, City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods provided/ work completed when notice is received.
- b. Contractor shall not assign or transfer this Agreement.
- c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- d. This Agreement constitutes the entire understanding of the parties.
- e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
- h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Stanislaus County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF OAKDALE

BRYAN WHITEMYER, City Manager

CONTRACTOR:

Name:  _____

Title: Peis _____

ATTEST:

ROUZE' ROBERTS City Clerk

APPROVED AS TO FORM:

THOMAS HALLINAN, City Attorney

EXHIBIT A

SECTION 1

DEFINITIONS AND TERMS

- 1-1 City - City of Oakdale, California.
- 1-2 Contract Documents - The City of Oakdale Standard Specifications and Details – dated October, 2015, Request for Bids for Annual Street Sweeping Services, accepted Bid Bids, the maps, the General Conditions, the Special Provisions, addenda or bulletins issued during the time of the Bid, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1-3 Contractor - The person, corporation or partnership performing street sweeping services under contract with the City.
- 1-4 Curb Mile - Curb mile shall be defined as the distance the sweeping machine travels with an effective sweeping width of eight (8) feet minimum (except where specified otherwise) from the curb face along an improved street.
- 1-5 Debris - All loose, inert, dry waste material including refuse, dirt, rocks, sticks, sand, glass, metal fragments, cans, bottles, leaves and typical street litter. Debris does not include waste materials in the catch basins of storm sewers or leave piles larger than a square yard (3x3x3).
- 1-6 Sweeping Path - Specified paved surface distance from curb line or pavement edge in which Scheduled Service is to be performed. Both gutter brooms shall be deployed during sweeping operation.
- 1-7 Scheduled Service - Sweeping frequency as defined in the contract documents which must be performed on the schedule set forth in the contract documents.
- 1-8 Unscheduled Service - That service which can be requested by the City to be performed outside the bounds of the scheduled service which can be anticipated a minimum of twenty-four (24) hours in advance.
- 1-9 Emergency Service - That service which can be requested by the City to be performed outside the bounds of the scheduled service within one (1) hour of being notified to provide such service.
- 1-10 Machines – The primary and secondary sweepers shall be referenced in this RFB as “machines”. All requirements of this RFB for machines shall be for both the primary sweeper and the secondary sweeper.

SECTION 2

SCOPE OF WORK

2-1 Scope of Work - The work under this contract shall consist of the items contained in the Bid, including all the supervision, vehicles, labor, materials, tools, equipment and all other items necessary to complete said work in accordance with the contract documents.

SECTION 3

SWEEPING SERVICES

3-1 Types of Sweeping Services

3-1.01 Scheduled Service - The Contractor will furnish scheduled sweeping service for:

1. Those streets designated by City at the time of the execution of the contract. After the execution of the contract, City may add or delete other streets or portions of streets at the agreed contract rate. The City may request a change in the schedule within seven (7) day advance notice to the contractor.
2. Those parking lots designated by City at the time of the execution of the contract. After the execution of the contract, City may add or delete other parking lots or portions of parking lots based on a negotiated price, compared to the previous. The City may request a change in the schedule within seven (7) day advance notice to the contractor.
3. Those runways, taxiways, aprons, lanes and driveways of the Oakdale Municipal Airport designated by City at the time of the execution of the contract. After the execution of the contract, City may add or delete other areas or portions of the Airport at the agreed contract rate. The City may request a change in the schedule within seven (7) day advance notice to the contractor.

3-1.02 Unscheduled Service - The Contractor will also provide, if required by the City, unscheduled sweeping of any street or streets or portions of streets. The City will give Contractor a minimum twenty-four (24) hour notice for unscheduled sweeping.

3-1.03 Emergency Service - The Contractor will also respond to emergency calls for service at any and all times of the day or night every day during the term of this contract within one (1) hour of being notified to provide such service.

3-2 Frequency of Service - Residential areas shall be swept once per month. Commercial/Industrial areas shall be swept once per month. Designated downtown streets shown on the maps provided shall be swept once per week. Frequency for residential areas will be increased to twice per month, for up to 3 months, in the fall.

3-3 Existing Streets Curb Mileage - The Contractor shall have sixty days (60) from the execution of this Agreement to provide estimated curb miles table of the streets shown in the maps provided. The Contractor shall provide GPS files, per Section 5-4, to corroborate its estimated curb miles table.

3-3.01 New City Streets - New streets may be added by the Director of Public Services or their designated representative during the term of this Agreement. Such streets shall be added to the street sweeping schedule upon receipt of notice of the streets to be added by the Contractor and approval. New street miles will be added to the Contractors estimated curb miles table and

adjusted to the payment schedule on a pro-rata basis.

3-4 Days and Hours of Operation - Scheduled service shall be Monday through Friday only. **Sweeping of residential areas shall not start before 6:00 am or continue after 5:00 pm. Commercial areas shall be swept between 6:00 pm and 6:00 am.** Sweeping shall be scheduled to maximize the area of streets being swept by minimizing interference by parked vehicles. Sweeping shall be scheduled and done in such a way as to minimize noise complaints in residential areas and parking lots adjacent to residential areas. The Director of Public Services or their designated representative may require revisions in the hours and/or manner of operation as necessary to maximize sweeping coverage, to minimize noise complaints, or to coincide with City staff working hours.

3-5 Holidays - There will be no sweeping on the following observed holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Contractor shall perform scheduled sweeping on the day after said holiday except when that day would be a weekend or coincide with same day garbage pick-up service; then scheduled sweeping would be performed the day following the holiday.

3-6 Sweeping Routes – The Contractor shall adhere to the sweeping routes provided in the Request for Bids. The Contractor may provide a changes to the sweeping route schedule, which is subject to approval by the Director of Public Services or their designated representative, if the Contractor believes changes would better meets the needs of the Public. Sweeping schedules are to be on the same day of the week each month for the specific route, e.g., second Tuesday of each month, etc. Contractor shall submit a calendar schedule designating the routes to the City for its approval. **Areas scheduled for sweeping shall not coincide with same day garbage pick-up service or special events requiring use of parking lots or special events at the Airport.**

3-7 Vehicles - It is understood that if vehicles are parked on the streets when services are being performed by the Contractor, then Contractor's operations will be impeded and Contractor will be required to bypass said parked vehicles. In such events, the rates charged by Contractor shall not be reduced.

3-7.01 Level of Cleanliness - Level of cleanliness shall be defined as the absence of "debris" in the streets and gutters, parking lots and Airport upon the completion of the sweeping operation. Payment will be for one pass only, and no separate payment will be made for a second pass needed to remove debris.

3-7.02 Hand-Sweeping/Vacuuming - Contractor shall remove by hand-sweeping / vacuuming all visible debris in and around "porkchop" islands, medians, parking block, valley gutters, adjacent Airport hangars or any other area not handled by the mechanical sweeper. Compensation for hand-sweeping/vacuuming shall be considered as included in other terms of work, and no separate payment will be made.

3-8 Intersections – At all intersections, where debris has accumulated forming “invisible” islands, extra sweeper passes must be made to eliminate debris accumulation. No separate payment will be made for extra passes needed to clean intersections.

CITY OF OAKDALE PARKING LOTS			
Area	Parking Lot	Address	APN
P-1	North 3 rd Avenue Parking	200 Block North 3 rd Avenue	130-003-059
P-2	North 2 nd Avenue Parking	100 Block North 2 nd Avenue	130-003-035 130-003-034
P-3	North 3 rd Avenue Parking	100 Block North 3 rd Avenue	130-003-053 130-003-043
P-4	Dorada Park	500 Block North 3 rd Avenue	N/A
P-5	Gene Bianchi Center	110 South 2 nd Avenue	130-009-044
P-6	Oakdale Fire Station 5	325 South 3 rd Avenue	130-004-006
P-7	South Yosemite Parking	300 Block East G Street	130-004-004
P-8	Wood Park	200 Block South Yosemite Avenue	129-004-061
P-9	South Sierra Parking Lot	200 Block south Sierra Avenue	129-004-065
P-10	Cottles Wood Park	1300 Block East "J" Street	064-022-033 064-064-053
P-11	Kerr Park	842 North Stearns Road	064-010-013

3-9.01 Frequency - The City parking lots and the Oakdale Municipal Airport are to be swept once a quarter, unless otherwise required to more or less frequent as determined by the Director of Public Services or their designated representative. The parking lot and Airport shall be reduced or increased according to the Unit Price on the Additive Bid Alternatives. Schedule and time of parking lot sweeping to be provided by the Contractor and approved by the Director of Public Services or their designated representative.

3-9.02 Adding Parking Lots – Should the City desire the contractor to sweep additional parking lots, the City will provide a 30-day advance notice to the contractor. The City will pay the contractor for the added parking lots based on a negotiated price, compared to the previous.

3-10 Weather - In the event of heavy rain or other severe weather conditions, the scheduled sweeping service may be suspended. A request to not sweep will be made by the Contractor and accepted or denied by the City within eight hours of receipt.

3-11 Water – The Contractor shall obtain a Fire Hydrant Permit from City of Oakdale Public Services Department and a water meter from the City of Oakdale Water Division for the sweeping operations. The Contractor shall be responsible for the replacement value of the water meter if damaged, lost or stolen. The Contractor shall report water usage per sweeping reporting schedule as outlined in Section 5-3 of the Special Provisions.

3-12 Dust Control - The proper volume and pressure of water will be supplied by the sweeper and shall be in good working condition at all times to adequately control dust during the sweeping operations. The Contractor shall take care not to blow, sweep or cause debris to enter into airplane hangars at the Airport.

3-13 Traffic Counters - The Contractor is cautioned that at various times and locations, the City will temporarily install portable traffic counters which utilize a hose placed in the roadway. When an area with a counter is swept, care should be taken to avoid the counter hose.

3-14 Speed - The Contractor shall operate the sweepers between three and five miles per hour when sweeping, unless it can be proven, to the satisfaction of the Director of Public Services or their designated representative, the sweeper can operate at a higher speed and still operate

efficiently.

3-15 Call Backs - Whenever, in the opinion of the Director, a section of street is inadequately swept evidenced by the appearance of debris, the Contractor shall, within 24 hours after notification, re-sweep the section in question and may, at the discretion of the Director, forfeit One Hundred Dollars (\$100.00) for each time a street is inadequately swept as liquidated damages. No additional payment will be made for callback sweeping.

3-16 Disposal – The Contractor may provide a container at its 5th Avenue yard, or a location to be determined by the Director of Public Services or their designated representative, for debris disposal. The Contractor is wholly responsible to dispose of the collected debris under scope of work. Management and disposal of all debris shall be performed by the Contractor. The Contractor may, at its own expense, stage a container at a location to be determined by the City of Oakdale. Disposal of debris staged in the container shall be at the Contractors expense. The City of Oakdale will not participate in handling debris from sweeper to container.

3-17 Special Events - The City of Oakdale Co-sponsors the Oakdale Chocolate Festival. This is an annual two-day event that takes place on a Saturday and Sunday in Oakdale's Downtown District. The Contractor shall be required to provide as much equipment and as many employees as necessary to collect and dispose of all debris in roads and sidewalks in and around and at the completion of the event. The event dates will be provided to the Contractor as the City receives from the Oakdale Chamber of Commerce.

The City of Oakdale Co-sponsors the Oakdale Rodeo. This is an annual two-day event that takes place on a Saturday and Sunday in Oakdale. Kicking off the event is the Oakdale Rodeo Parade. The Contractor shall be required to provide as much equipment and as many employees as necessary to collect and dispose of all debris in roads and sidewalks in and around and during the parade event. City Staff will coordinate the start time with the Contractor.

SECTION 4

EQUIPMENT

4-1 Equipment - The equipment used to complete the sweeping required by this contract is subject to the approval of the Director of Public Services or their designated representative, and must conform to the following:

4-1.01 Proof of Ownership - The Contractor must have proof of ownership or a signed lease for the duration of the contract for each sweeping machine used in the performance of this contract.

4-1.02 Registration - Sweeping machines must be properly registered and insured in accordance with California State Motor Vehicle Laws.

4-1.03 Safety Regulations - Sweeping machines must conform to all federal, state and local safety regulations and be properly licensed through the State of California.

4-1.04 Condition of Equipment - Primary and secondary machine shall be approval by the Director of Public Services or their designated representative.

Primary and secondary machine must be in excellent working condition capable of removing debris throughout the life of the contract. The outside body of the machine must be free from dents and large scratches, and paint must be well maintained.

Machines must be equipped with dual gutter brooms no shorter than seven (7) inches, which shall be operating during all sweeping operations, and a main broom no shorter than eight (8) inches capable of sweeping at minimum an eight (8)-foot path, or vacuum sweep if approved by the Director of Public Services or their designated representative. Only polyurethane bristles will be allowed at the Oakdale Municipal Airport, metal bristles are strictly prohibited.

The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.

All machines and equipment must meet State of California emissions standards.

4-2 Maintenance of Equipment - All required maintenance, parts and fuel are part of the contract and furnished by the Contractor, and all major mechanical problems must be corrected at the Contractor's yard. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract.

4-3 Breakdown of Equipment - At all times the Contractor shall properly maintain a minimum of two (2) sweeping machines, both as to condition and appearance, for the use on the work under this contract. In case of breakdown by the primary sweeper, service by a secondary sweeper is required to complete the daily schedule. The Contractor shall be responsible for and bear the cost of; oil, transmission, fuel and hydraulic fluid spills cleanup.

4-4 Storage of Equipment - The Contractor must provide his or her own storage for equipment such as sweeping machines, brooms, tires, gas, oil and other required parts and materials. The City will not provide storage for any Contractor equipment.

SECTION 5

COMMUNICATIONS AND REPORTS

5-1 Office - The Contractor shall maintain an office or such other facility through which he/she can be contacted and from which he/she can maintain radio or pager contact with sweeping vehicles. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:30 am to 4:00 pm, Monday through Friday, except holidays. The Contractor shall also provide a 24-hour emergency contact telephone number.

5-2 Complaints - Complaints regarding the street sweeping operations, which the Director of Public Services or their designated representative considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within two (2) days, the Contractor shall submit to the Director of Public Services or their designated representative a report of the action taken on each complaint.

5-3 Reports - Contractor shall submit a monthly report of curb miles swept and water used. Reports to the City shall be submitted at the end of each month on forms provided by the City.

5-4 Global Positioning System (GPS) Tracking – All street sweepers used to perform Oakdale's Annual Street Sweeping Services shall have installed a Global Positioning Systems that will enable the City of Oakdale to view via computer internet where the sweepers are at all times. The cost of the entire GPS System will be the responsibility of the successful bidder and the system must be capable of the following:

1. The system shall be Internet based and the Contractor shall provide to the City two (2) accounts to have full access to the site.
2. The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, distance traveled, brooms up or down, water on or off.
3. The sweepers' path of travel shall be superimposed on a map.
4. Generate daily reports of sweep activity including the items listed above.
5. Maintaining the data for a period of 1-year, after which data will be provided to the City of Oakdale to archive indefinitely.

Rates

Bid – 1

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	3,500 curb miles/year	Scheduled	\$ 26.14/mi.	(3,500 x Unit Price) \$ 91,490.00/yr.
2.	20 hours/year	Unscheduled	\$ 132.10/hr.	\$ 2,642.00/yr.
3.	20 hours/year	Emergency	\$ 183.47/hr.	\$ 3,669.40/yr.
Base Bid:				\$ 97,801.40

BASE BID AMOUNT IN WORDS: Ninety-Seven Thousand Eight Hundred One Dollars and Forty Cents.

Additive Alternative - 1

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	4 sweepings per year (1 sweep every quarter)	11 Parking Areas	\$ 1,028.51/qtr.	\$ 4,114.04/yr.
Alt 1:				\$ 4,114.04

Additive Alternative - 2

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	4 sweepings per year (1 sweep every quarter)	Oakdale Municipal Airport	\$ 685.67/qtr.	\$ 2,742.68/yr.
Alt 2:				\$ 2,742.68

Grand Total Bid, Base Bid plus Additive Alternatives: \$ 104,658.12

Rates - Continued

Item No.	Item	Description	Unit Price	Extended Price
1.	Chocolate Festival	Special Event	\$ <u>0</u> /ea.	\$ <u>0</u> /yr.
2.	Rodeo Parade	Special Event	\$ <u>0</u> /ea.	\$ <u>0</u> /yr.
3.	Debris Disposal	Operations	\$ <u>0</u> /lump sum	\$ <u>0</u> /yr.
Additional Services:				\$ <u>0.00</u>

Services that fall under Item Number 1 include but are not limited to:

The City of Oakdale Co-sponsors the Oakdale Chocolate Festival. This is an annual two-day event that takes place on a Saturday and Sunday in Oakdale's Downtown District. The 2021 event is scheduled for September 25th and 26th. The Contractor shall be required to provide as much equipment and as many employees as necessary to collect and dispose of all debris in roads and sidewalks in and around and at the completion of the event. The event dates will be provided to the Contractor as the City receives from the Oakdale Chamber of Commerce.

Services that fall under Item Number 2 include but are not limited to:

The City of Oakdale Co-sponsors the Oakdale Rodeo. This is an annual two-day event that takes place on a Saturday and Sunday in Oakdale. The 2021 event is scheduled for August 14th and 15th. Kicking off the event is the Oakdale Rodeo Parade. The Contractor shall be required to provide as much equipment and as many employees as necessary to collect and dispose of all debris in roads and sidewalks in and around and during the parade event. The 2021 Oakdale Rodeo Parade will take place the morning of Saturday, August 14th. City Staff will coordinate the start time with the Contractor.

Services that fall under Item Number 3 include but are not limited to:

The Contractor is wholly responsible to dispose of the collected debris under scope of work. Management and disposal of all debris shall be performed by the Contractor. The Contractor may, at its own expense, stage a container at a location to be determined by the City of Oakdale. Disposal of debris staged in the container shall be at the Contractors expense. The City of Oakdale will not participate in handling debris from sweeper to container.



CITY OF OAKDALE
PUBLIC SERVICES DEPARTMENT

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

REQUEST FOR SUPPLIMENTAL INFORMATION

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

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

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

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

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

CITY OF OAKDALE
WEBSITE
www.ci.oakdale.ca.us
E-MAIL
info@ci.oakdale.ca.us

March 2, 2021

Re: 2021 Annual Street Sweeping Services

Dear Mr. Richard Gilton:

According the RFP documents, issued December 18, 2020, Bid – 3, The City may, at its option, request additional supplemental information after bid opening. Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding. It has come to the attention of City Staff that certain details in the RFP were either absent or inexact.

The City requests that Gilton Solid Waste Management review the items found on the **Supplemental Information Additional Services** page and provide costs for services that were absent the RFP.

Inexact quantities in the bid documents are reconciled on the **Clarifying Informalities** page. The inexact quantities included Curb Miles per Year Quantity, which were found to be some 400 curb miles less than actual. The City reconciled the updated quantity with the unit cost Contractor submitted on January 20, 2021 and is now the official grand total for the Base Bid plus Additive Alternatives.

The total **Supplemental Information Additional Services** that the Contractor provides will be evaluated with the reconciled Base Bid plus Additive Alternatives totals found on the **Clarifying Informalities** page. The project may be awarded based solely on the Base Bid, the Base Bid and any combination of the two Bid Additive Alternatives and **Supplemental Information Additional Services** at the sole discretion of the City of Oakdale

Please let me know if you have any questions at all.

Sincerely,

Michael Renfrow
Senior Engineering Technician
City of Oakdale

Supplemental Information Additional Services

Item No.	Item	Description	Unit Price	Extended Price
1.	Chocolate Festival	Special Event	\$ <u>00</u> /ea.	\$ <u>00</u> /yr.
2.	Rodeo Parade	Special Event	\$ <u>00</u> /ea.	\$ <u>00</u> /yr.
3.	Debris Disposal	Operations	\$ <u>00</u> /lump sum	\$ <u>00</u> /yr.
Additional Services:				\$ <u>00.00</u>

Services that fall under Item Number 1 include but are not limited to:

The City of Oakdale Co-sponsors the Oakdale Chocolate Festival. This is an annual two-day event that takes place on a Saturday and Sunday in Oakdale's Downtown District. The 2021 event is scheduled for September 25th and 26th. The Contractor shall be required to provide as much equipment and as many employees as necessary to collect and dispose of all debris in roads and sidewalks in and around and at the completion of the event. The event dates will be provided to the Contractor as the City receives from the Oakdale Chamber of Commerce.

Services that fall under Item Number 2 include but are not limited to:

The City of Oakdale Co-sponsors the Oakdale Rodeo. This is an annual two-day event that takes place on a Saturday and Sunday in Oakdale. The 2021 event is scheduled for August 14th and 15th. Kicking off the event is the Oakdale Rodeo Parade. The Contractor shall be required to provide as much equipment and as many employees as necessary to collect and dispose of all debris in roads and sidewalks in and around and during the parade event. The 2021 Oakdale Rodeo Parade will take place the morning of Saturday, August 14th. City Staff will coordinate the start time with the Contractor.

Services that fall under Item Number 3 include but are not limited to:

The Contractor is wholly responsible to dispose of the collected debris under scope of work. Management and disposal of all debris shall be performed by the Contractor. The Contractor may, at its own expense, stage a container at a location to be determined by the City of Oakdale. Disposal of debris staged in the container shall be at the Contractors expense. The City of Oakdale will not participate in handling debris from sweeper to container.

Clarifying Informalities

Bid – 1

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	3,500 curb miles/year	Scheduled	\$ 26.14/mi.	(3,500 x Unit Price) \$ 91,490.00/yr.
2.	20 hours/year	Unscheduled	\$ 132.10/hr.	\$ 2,642.00/yr.
3.	20 hours/year	Emergency	\$ 183.47/hr.	\$ 3,669.40/yr.
Base Bid:				\$ 97,801.40

BASE BID AMOUNT IN WORDS: Ninety-Seven Thousand Eight Hundred One Dollars and Forty Cents.

Additive Alternative - 1

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	4 sweepings per year (1 sweep every quarter)	11 Parking Areas	\$ 1,028.51/qtr.	\$ 4,114.04/yr.
Alt 1:				\$ 4,114.04

Additive Alternative - 2

Item No.	Quantity/Units	Description	Unit Price	Extended Price
1.	4 sweepings per year (1 sweep every quarter)	Oakdale Municipal Airport	\$ 685.67/qtr.	\$ 2,742.68/yr.
Alt 2:				\$ 2,742.68

Grand Total Bid, Base Bid plus Additive Alternatives: \$ 104,658.12



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: June 7th, 2021
To: City Council
From: Scott Heller, Chief of Police
Subject: Consideration of a Resolution accepting grant funding from the California Highway Patrol (CHP) for the Cannabis Tax Fund Program in the amount of \$31,075.08.

I. BACKGROUND

The Oakdale Police Department has been approved for grant funds from the California Highway Patrol (CHP) in the amount totaling \$31,075.08 as part of the Cannabis Tax Fund Program. The funds will be used for conducting a variety of enforcement and awareness operations in the City of Oakdale during FY2021/2022. Staff is requesting formal acceptance of the Cannabis Tax Fund Grant by the City Council.

II. DISCUSSION

The Oakdale Police Department has been approved for grant funds from the California Highway Patrol (CHP) in the amount totaling \$31,075.08 as part of the Cannabis Tax Fund Program.

The grant will be directed by the Police Department Traffic Team Manager and focus on Drug Impaired Driving. The approved funds will be administered by the same, with final purchase, training, and personnel staffing decisions related to the grant reviewed and approved by the Chief of Police. The funds will be used to cover personnel and training costs for the following purposes:

- To send eight (8) law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training;
- To send eleven (11) law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16-hour POST-certified training;
- To conduct two (2) DUI/DL Checkpoints;
- To conduct twenty (20) DUI saturation patrols;

- Provide several public awareness outreach and community presentations.

III. FISCAL IMPACTS

Cost: None. There are no matching funds required at this time.

Budget: Acceptance of the grant would require an amendment to the budget, to add an account to the police department's budget to capture the revenue and expenditures specific to the Cannabis Tax Fund Grant. All grant funds received are already budgeted pursuant to authorized grant expenditures, resulting in an overall cost neutral impact to the current city budget. The addition of a new account in the police department's budget would be for accounting and reporting purposes.

IV. RECOMMENDATION

Adopt a resolution accepting grant funding from the California Highway Patrol (CHP) for the Cannabis Tax Fund Program in the amount of \$31,075.08.

V. ATTACHMENTS

Attachment A: Draft Resolution

Attachment B: CHP Cannabis Tax Fund Grant Award Letter

Attachment C: CHP Cannabis Tax Fund Grant Application



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE
ACCEPTING GRANT FUNDING FROM THE STATE OF CALIFORNIA
HIGHWAY PATROL (CHP) FOR THE CANNABIS TAX FUND
PROGRAM IN THE AMOUNT OF \$31,075.08.**

WHEREAS, the City of Oakdale Police Department has applied for and been tentatively awarded grant funding through the California Highway Patrol for the Cannabis Tax Fund Program; and

WHEREAS, the Oakdale Police Department has agreed to coordinate and manage all grant activities and reporting requirements of the grant in accordance with the attached exhibit;

NOW, THEREFORE, BE IT RESOLVED that that the City Council of the City of Oakdale does hereby authorize acceptance of the California Highway Patrol (CHP) for the Cannabis Tax Fund Program in the amount of \$31,075.08 and approves participation in associated grant activities under the expressed terms and conditions.

BE IT FURTHER RESOLVED, that grant budget appropriations per the attached exhibit are hereby approved for allocation of said funding to process reimbursement requests for Police Department General Fund expenditures.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF JUNE, 2021 by the following vote:

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

ATTEST:

SIGNED:

Rouzé Roberts, City Clerk

Cherilyn Bairos, Mayor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

601 North 7th Street
Sacramento, CA 95811
916-843-3330
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



May 9, 2021

File No.: 060.15426.A14139

Jerry Ramar
Oakdale Police Department
245 N. 2nd Avenue
Oakdale, CA 95361

Dear Jerry Ramar:

On behalf of the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program, it is my pleasure to inform you the Oakdale Police Department has been conditionally approved for grant funding in the amount of \$31,075.08. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

Before you begin work on your project, there is additional paperwork that must be completed to finalize your grant agreement. Please provide an approved copy of a local governing body resolution authorizing your organization to receive this grant funding to the CHP's Impaired Driving Section, Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit staff at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink that reads "K. M. Davis".

K. M. DAVIS, Chief
Enforcement and Planning Division





Cannabis Tax Fund Grant

Prepared by Oakdale Police Department
for California Highway Patrol (CHP) Law Enforcement FY 2021/2022

Submitted by Jerry Ramar

Submitted on 02/22/2021 2:03 PM Pacific Standard Time



Opportunity Details

Opportunity Information

Title

Law Enforcement FY 2021/2022

Description

Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve agency's effectiveness through training and development of new strategies.

Awarding Agency Name

California Highway Patrol

Agency Contact Phone

916-843-4376

Agency Contact Email

CGUGrants@chp.ca.gov

Opportunity Manager

Cannabis Grants Unit (CGU)

Opportunity Posted Date

1/7/2021

Assistance Listings Number

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/912b450a-b7a5-4504-a40a-648a423b5d67>

Is Published

Yes

Funding Information

Funding Sources

State

Funding Source Description

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMU), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and qualified non-profit organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions

State Agencies/Departments please refer to Section 34019 (f)(3)(b) RTC and California Code of Regulations, Title 13, Division 2, Chapter 12, for additional information.

Award Information

Award Period

07/01/2021 - 06/30/2022

Award Type

Competitive



Matching Requirement

No

Submission Information

Submission Window

04/12/2021 12:00 AM - 04/19/2021 11:59 PM

Submission Timeline Type

One-Time

Submission Timeline Additional Information

Applicants are advised not to wait until the deadline to ask submittal questions since the CHP Cannabis Grant Unit cannot guarantee immediate response and the online system will automatically close at 5:00 PM. Once an application has been submitted, no corrections or adjustments may be made.

Question Submission Information

Question Submission Email Address

CGUGrants@chp.ca.gov

Eligibility Information

Eligibility Type

Public

Additional Eligibility Information

Law Enforcement agencies, which is a city or county governmental organization as defined in Section 830.1 of the California Penal Code, excluding Section 830.1(b) of the California Penal Code in accordance with CCR Title 13, Division 2, Chapter 13, Section 1890.00.

Additional Information

Additional Information URL

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program-overview>



Project Information

Application Information

Application Name
Cannabis Tax Fund Grant

Award Requested
\$31,887.62

Total Award Budget
\$31,887.62

Primary Contact Information

Name
Jerry Ramar

Email Address
jramar@ci.oakdale.ca.us

Address
245 N. 2nd Ave.
Oakdale, CA 95361-3028

Phone Number
(209) 845-3519



Project Description

1. Agency Representatives

Agency Section/Unit (subdivision) to administer Grant:

Operations Division

Agency Representative

- The Authorized Official is authorized to enter into an agreement with signing authority.
- The Authorized Financial Contact maintains financial records, documentation and recipient of warrant.
- The Administrative Contact is responsible for day-to-day administration.

Note: Information requested is for application purposes only. Security Roles (titles) differ from those within the GMS.

Authorized Official Name (First and Last):

Jerry Ramar

Authorized Official Title:

Lieutenant

Authorized Official Address (street, city, state, zip code):

245 N. 2nd Ave., Oakdale, CA 95361

Address for Payment Reimbursement (street, city, state, zip code):

280 N. 3rd Ave., Oakdale, CA 95361

Authorized Official Phone Number:

2098453519

Authorized Official Email Address:

jramar@ci.oakdale.ca.us

Authorized Financial Contact Name (First and Last):

Albert Avila

Authorized Financial Contact Title:

Finance Director

Authorized Financial Contact Phone Number:

2098453584

Authorized Financial Contact Email Address:

aavila@ci.oakdale.ca.us

Administrative Contact Name (First and Last):

Jerry Ramar

Administrative Contact Title:

Lieutenant

Administrative Contact Phone Number:

2098453519

Administrative Contact Email Address:

jramar@ci.oakdale.ca.us



2. Senate/Assembly/Congressional/County Information

To determine the State Senate district(s) and State Assembly district(s), copy and paste the URL:
http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html in your browser and search.

To determine the Congressional District(s), copy and paste the URL:
<https://www.govtrack.us/congress/members/CA> in your browser and search.

To make multiple selections, hold down the Ctrl key and click each one.

Select one or more of the State Senate districts where the proposed project activities will occur.

State Senate 08

Select one or more of the California State Assembly districts where the proposed project activities will occur.

State Assembly 12

Select one or more of the California Congressional districts where the proposed project activities will occur.

California Congressional District 12

Select one or more of the California Counties where the proposed project activities will occur.

Stanislaus

Population/residents that your agency serves.

22936



3. Statistical Data

Please ensure the responses provided below are accurate and align with the statistical data provided within the application.

If a question is not applicable, please input "0" or "N/A".

Number of residents (population) your agency serves:

22936

Number of schools in your jurisdiction:*

	Elementary Schools	Middle Schools	High Schools	Colleges/Universities
Number of schools	4	1	1	0

Number of law enforcement personnel within your agency:

24

Does your agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- Yes
- No

How often does your agency conduct DUI enforcement activities (e.g., roving patrols, saturation patrols, checkpoints)?*

	Average Weekly	Average Monthly	Average Annually
Enforcement Activities	0	0	0

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?*

	SFST	ARIDE	DRE
Number of Trained Law Enforcement Personnel	11		1

How many certified DREs does your agency currently have?

1

How many law enforcement personnel are certified SFST and/or DRE Instructors?*

	SFST	DRE
Number Certified Instructors	0	0

What in-service training does your agency offer relating to DUI?

Oakdale Police Department does not currently have any officers that are SFST Certified trainers.

Is training conducted at your agency or at another facility ?

- Within agency
- Alternate facility

Do your law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- Yes
- No



4. Project Description

Project Types: All projects shall have an Enforcement component. Please select one or more project type applicable to your project.

- Law Enforcement Training
- Education and Prevention
- Enforcement

Project Description

Project description is a brief overview, a paragraph, of the proposed project.

The Oakdale Police Department proposes that we will have a multi-faceted approach to reducing collisions caused by cannabis intoxication and preventing driving under the influence of cannabis. **Facet one** will be to provide training to law enforcement officers. It is proposed that every officer at Oakdale Police Department receive Standardized Field Sobriety Testing. It is also proposed that officers that have already attended the SFST training, attend the Advanced Roadside Impaired Driving Enforcement (ARIDE) training. ARIDE training will provide officers the training necessary to recognize and enforce the current driving under the influence laws as they relate to drug impaired driving. It is also proposed that the current officer that is DRE qualified attend the required refresher course. **Facet two** will be education. It is well known that if law enforcement interacts with students in an effort to educate them regarding driving under the influence, it reduces the number of students that drive under the influence of alcohol or drugs. Therefore, we are proposing that we receive funding to start a program at the junior high school and high school level that engages the students through our school resource officer and educates them regarding impaired driving. It is also well known that checkpoints serve as a tool to educate the motoring public regarding the dangers of impaired driving. Oakdale currently has two dispensaries. We are proposing funding to conduct cannabis dispensary outreach where we will interact with the dispensaries and provide them educational material to provide their customers in an effort to spotlight DID and its dangers. We propose funding for two checkpoints and to educate the public at the dispensaries and local schools. **Facet three** will be an enforcement aspect of addressing cannabis impaired driving. Enforcement has a direct affect on impaired driving. It is known that when enforcement is increased and impaired drivers are arrested for driving under the influence of drugs or alcohol, the number of violations is directly reduced and the number of collisions that result from impaired driving are reduced. We are proposing funding for an enforcement officer and funding for enforcement operations that will focus on violations related to drug impaired driving.



5. Problem Statement

Problem statement identifies the problem, including statistical data, to be addressed by the project.

The Oakdale Police Department has seen a substantial increase in Drug Impaired Driving arrests. In 2018 the Department made nine DID arrest. In 2019 the Department made nine DID arrest. In 2020 the Department made twenty-eight DID arrests. In one year, we saw a 311% increase in Drug Impaired Driving arrests. Additionally, three of the twenty-eight arrests had additional charges for felony child endangerment; the violators had children in their vehicle while driving impaired.

Statistical Data/Report(s)

If applicable, please upload any statistical data/reports to support your problem statement.

DID Stats



6. Performance Measures

Performance measures include project goals and objectives, activities with timelines and quantitative measurements.

As stated previously in the project description, we are proposing that all officers at Oakdale Police Department receive SFST certification. It would be the goal of OPD to ensure this happens within the first six months of the grant being awarded. It is also proposed that officers already SFST certified, receive ARIDE training. It would be our goal to achieve this within the first six months of the grant being awarded.

To address the education component of our proposal, our goal would be to hold a checkpoint nearly immediately after the grant being awarded. Oakdale is one of the main thoroughfares to the motherload region and the Sierra Nevada region that is a recreation attraction. Oakdale sees an increase of traffic during weekends and holidays due to this attraction. A checkpoint near the time of the grant being awarded would educate the motorist of the danger of drug impaired driving, and would serve as a reminder for the remaining summer season. It would be the goal of OPD to hold the second checkpoint at the beginning of the 2022 summer to address the beginning of the travel season through Oakdale.

The enforcement aspect of the grant would be proportionately spread throughout the year. This high visibility enforcement, coupled with arrests would remove the dangerous drug impaired drivers from the roadway. Enforcement would have a direct affect on the number of collisions with a primary collision factor of driving while under the influence of drugs or alcohol. It will be our goal to reduce the number of collisions caused by 23152 by 10%.



7. Proposed Solution

Proposed solution includes the desired results, the benefits of the results, project deliverables and timeframes.

With the aforementioned performance measurements achieved, it is our belief that we will reduce the number of collisions, which would include non-injury collisions, minor injury collisions, major injury collisions and fatal collisions in and around the Oakdale area. We believe that by achieving our goals, we will have an impact in Oakdale and have an impact on the sphere of influence surrounding Oakdale. It is known that Education and enforcement has a direct influence driver's behavior. The sooner that we begin with the education and enforcement the sooner we will begin to see the benefits reflected in our statistics.



8. Method of Evaluation

Method of Evaluation

Method of evaluation describes the evaluation strategy that will be used to show project effectiveness.

The evaluation strategy will be to compare the number of arrests and collisions on a monthly basis. With education and enforcement, the numbers of collisions should be reduced. It is our intent to compare the variance from month to month and to compare the month to the previous year to determine if the education and enforcement is proving to be effective. Additionally, by analyzing the time and location of the collisions and arrests we could more effectively determine deployment of our resources.



9. Program Sustainability

Program sustainability describes the plan for reducing reliance on state funding in the future and includes efforts that will be continued if funds are either not available or significantly reduced.

Oakdale Police Department administration believes that with the training portion of the grant implemented, we will immediately be reducing the reliance on state funding. With all of our officers trained for SFST and some trained for ARIDE, officers on patrol would be able to address the dangerous DID driving. Patrol is the essential function of the Police Department and will continue to address the needs of the community. With officers on patrol being trained to recognize DUI and DID drivers and knowing the importance of enforcement and how it affects the community, the sustainability of enforcement without additional funding will naturally be met.

Oakdale Police Department administration believes that by educating the public of the dangers throughout the year and through the various aforementioned means, the motorists will adjust their behavior, decreasing the number of DID violators. Again, the sustainability without additional funding will naturally occur.



10. Administrative Support

Administrative support includes the organization's experience, personnel and physical resources needed for successful implementation of this project.

Recently Oakdale Police Department added an additional Lieutenant position, which has made it possible to submit, acquire and manage a grant of this magnitude. The newly acquired lieutenant had vast grant management experience ranging from the submittal process, execution, management and reporting. With the addition of the new lieutenant position, Oakdale Police Department is certain that we can successfully implement the proposed grant. Furthermore, since the addition of the new lieutenant, the overall staffing has increased to nearly full staffing. With the department at nearly full staffing, we have the human resources necessary to fulfill our commitment to the awarded grant.

Oakdale Police Department has been awarded OTS grants, including grants to address drunk driving in the past. These previously administered grants included physical resources necessary to complete checkpoints. Therefore, Oakdale Police Department has the physical resources necessary to complete checkpoints.



11. Other Grant Programs

Impaired Driving Enforcement Funding

Has grant funding been received in the past for impaired driving enforcement?

- Yes
 No

If yes, what was the outcome?

Oakdale Police Department has received grant funding to address driving under the influence of alcohol, but has not received grant funding to address Drug Impaired Driving to the knowledge of the current administration. The last OTS grant the was awarded to OPD was 2019 to 2020. OPD did not apply for the OTS grant for 2020 to 2021. We believe that with the current structure and experience of the OPD administration we can successfully administer this grant.

Application to other Grant Programs

Has or will a proposal be submitted to another grant program for this project (i.e., that would fund the same project components applied for in this project, or for related project components to be completed during the same time period as those described in this project).

- Yes
 No

If yes, identify granting agency or organization(s), grant program name(s), proposal title, date submitted (or to be submitted), and relationship between proposals. Please also clearly distinguish in which tasks would be funded by CHP, and which would be funded by other organizations

Oakdale Police Department submitted an application to OTS in late January requesting funding to address primary collision factors, drunk driving, and distracted driving. The OTS grant requested is the S.T.E.P grant. There was no specific request in the grant application to address Drug Impaired Driving. This requested grant from CHP would specifically address and target Drug Impaired Driving as it relates to Cannabis.



12. Terms and Conditions

By submitting your application, you agree to the following terms and conditions:

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above terms and conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

I Agree

When using AMPLIFUND, I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my USER ID and password in lieu of my written signature.

I Agree.

My password is unique to me and is to remain confidential. I will not allow other individuals to use my USER ID and password to access AMPLIFUND.

I Agree.

It is my responsibility to maintain the confidentiality of AMPLIFUND information.

I Agree.

Once I submit the application, I am unable to add, edit, or delete any application information.

I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

I Agree

Disclaimer: "Generated income disclaimer: There will be no program income generated from this grant. Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this agreement, appropriate enforcement action will be taken for all observed violations."

I Agree

Vendor I.D

I have provided a STD. 204 form which is required for payments to all entities.

I Agree

STD. 204 form

STD 204

City Council or County Board of Supervisors Resolution

A City Council or County Board of Supervisors Resolution will be submitted to the CHP prior to the execution of the Grant Agreement.

I Agree

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, and ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a grant agreement. If applicant does not have a signed resolution at final application submission time, applicant may submit signed resolution via email prior to execution of the grant agreement. The resolution must explicitly state the agency has delegated authority to enter into an agreement for the requested amount.



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
DUI Checkpoint	\$4,249.70	\$4,249.70
DUI Checkpoint Benefit Costs	\$229.00	\$229.00
DUI Saturation Patrol	\$14,570.40	\$14,570.40
DUI Saturation Patrol Benefit Costs	\$787.00	\$787.00
School Presentations	\$1,821.30	\$1,821.30
School Presentations Benefit Costs	\$98.00	\$98.00
Subtotal	\$21,755.40	\$21,755.40
Travel		
Hotel Accommodations - ARIDE	\$3,141.60	\$3,141.60
Hotel Accommodations - SFST	\$3,427.20	\$3,427.20
Mileage - ARIDE	\$332.64	\$332.64
Mileage SFST	\$332.64	\$332.64
Subtotal	\$7,234.08	\$7,234.08
Equipment		
Printed Materials	\$1,500.00	\$1,500.00
Subtotal	\$1,500.00	\$1,500.00
Indirect		
Benfits	\$2,064.14	\$2,064.14
Subtotal	\$2,064.14	\$2,064.14
Other Direct Costs		
Training	\$448.00	\$448.00
Subtotal	\$448.00	\$448.00
Total Proposed Cost	\$33,001.62	\$33,001.62

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$31,887.62	\$31,887.62



	Grant Funded	Total Budgeted
Subtotal	\$31,887.62	\$31,887.62
<hr/>		
Total Proposed Revenue	\$31,887.62	\$31,887.62

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Personnel costs include direct compensation for salaries and fringe benefits for grant funded positions. Please itemize employees' salaries, overtime, and benefits. Narrative shall include: classification, monthly or hourly rate, percent applicable to the project and project related duties.

DUI Saturation Patrol Benefit Costs

Benefit Rate 5.4%, which includes Medicare at 1.45% and Workers' Comp at 3.95%.

DUI Checkpoint Benefit Costs

Benefit costs at 5.4%, which includes Medicare at 1.45% and Workers' Comp at 3.95%.

School Presentations Benefit Costs

Benefit costs at 5.4%, which includes Medicare at 1.45% and Workers' Comp at 3.95%.

DUI Saturation Patrol

20 separate operations with two officers for six hours at \$60.71 OT hourly rate.

DUI Checkpoint

Two Cannabis Checkpoint operations with five officers for seven hours at top step OT pay of \$60.71/hour

School Presentations

Three officers to develop and implement an education component of Drug Impaired Driving to be presented at the Junior High and High School. 30 hours at \$60.71/hour

Travel

Travel expenses for all Applicants shall follow the policy established by the State of California for its employees regarding travel reimbursement and shall not exceed the rates paid to exempted, excluded, and represented State of California employees. Please separate in-state and out-of-state expenses. Narrative shall include project related transportation costs (i.e. transportation, food, lodging, and other grant related expenses) with justification for the travel, who (classification) will be traveling, and how it benefits the project.

Mileage - ARIDE

Three trips at 198 roundtrip miles from Oakdale Police Department to State Center Regional Training Facility,



Fresno at \$0.56/mile

Hotel Accommodations - ARIDE

Eleven officers to attend two day training for ARIDE requiring a two night stay at \$142.80/stay

Mileage SFST

Three trips at 198 roundtrip miles from Oakdale Police Department to State Center Regional Training Facility, Fresno at \$0.56/mile

Hotel Accommodations - SFST

Eight officers to attend three day training for SFST requiring a three night stay at \$142.80/stay

Equipment

Equipment are non-expendable, tangible, personal property having a normal useful life of more than one year and an acquisition cost of at least \$5,000. For each line item, narrative shall include: description, how it will be used for the project, how it will enhance/support the project, quantity, unit cost and total cost for each equipment purchase. Note: equipment costs include all accessories. Please only include the portion of the cost that will be used for project activities.

Printed Materials

Printed materials and other goods to be distributed at checkpoints and school presentations.

Indirect

The indirect cost rate is generally no more than 10 percent (10%). Indirect costs are shared costs (overhead) that cannot be directly assigned to a specific project activity and are necessary to complete the project and are not a direct project cost. An indirect cost benefits more than one cost objective and shall be prorated equitably among all applicable functional areas. Narrative shall include a brief description of the overhead costs the applicant intends to utilize for the project (i.e., office supplies, administrative costs, and other grant related expenses).

Benefits

Additional funding to cover employee benefits while on OT

Other Direct Costs

These items or services must be used in support of the project and are not covered in any other budget categories. Other Direct Costs encompasses Operational Costs and includes, not limited to, materials, supplies and/or services (i.e., educational/outreach materials, project supplies, training, software, minor equipment, equipment maintenance) of a non-contractual nature with an acquisition cost of less than \$5,000. Narrative shall include: description, how it will enhance/support the project, quantity, unit cost and total cost.

Training

Eight officers to attend SFST training at a cost of \$56 per person



Performance Plan

Proposed Performance Plan

Press Releases/Announcements

Goal Name	Goal Type	Goal Details
Press releases	Numeric	Number to be Achieved 22

Standardized Field Sobriety Test (SFST) Training

Goal Name	Goal Type	Goal Details
SFST Training	Numeric	Number to be Achieved 8

Advanced Roadside Impaired Driving Enforcement (ARIDE) Training

Goal Name	Goal Type	Goal Details
ARIDE Training	Numeric	Number to be Achieved 11

Drug Recognition Evaluator (DRE) Training

Goal Name	Goal Type	Goal Details
DRE Training	Numeric	Number to be Achieved 1

Sobriety Checkpoints

Goal Name	Goal Type	Goal Details
DUI Checkpoint	Numeric	Number to be Achieved 2

Driving Under the Influence Saturation Patrols

Goal Name	Goal Type	Goal Details
DUI Saturation Patrol	Numeric	Number to be Achieved 20



County Board of Supervisors, City Council, and Local School Board Educational Presentations

Goal Name	Goal Type	Goal Details
City Council Presentations	Numeric	Number to be Achieved 4

Cannabis Industry Outreach/Education

Goal Name	Goal Type	Goal Details
Cannabis Industry Outreach	Numeric	Number to be Achieved 4

Other Public Awareness Outreach and Presentations

Goal Name	Goal Type	Goal Details
School Outreach	Numeric	Number to be Achieved 4

Proposed Performance Narrative

Press Releases/Announcements

Please provide planned number of project related press releases/announcements regarding public safety on DUI of alcohol and other drugs, including cannabis and cannabis products.

Press releases

It is proposed that OPD issue a press release prior to each of the operations. The operations consist of twenty DUI saturation patrols and two DUI educational checkpoints.

Standardized Field Sobriety Test (SFST) Training

Please provide planned number of law enforcement personnel that will be sent to SFST training; pending CHP approval.

SFST Training

It is proposed that OPD send eight officers to SFST training.

Advanced Roadside Impaired Driving Enforcement (ARIDE) Training

Please provide planned number of law enforcement personnel that will be sent to ARIDE training; pending CHP approval.

ARIDE Training

It is proposed that OPD send each of the officers that currently has had SFST training previously to ARIDE to enhance their training and experience as it relates to DUI and DID investigations.



Drug Recognition Evaluator (DRE) Training

Please provide planned number of law enforcement personnel that will be sent to DRE training; pending CHP approval.

DRE Training

OPD currently has one officer that is DRE certified. It is proposed that OPD send the certified officer to the DRE refresher course.

Sobriety Checkpoints

Please provide planned number of DUI checkpoints.

DUI Checkpoint

It is proposed that OPD conduct two highly publicized DUI checkpoints. The first checkpoint will occur within a month of the grant being awarded. The second will occur at the beginning of summer 2022.

Driving Under the Influence Saturation Patrols

Please provide planned number of DUI/DUID saturation patrols.

DUI Saturation Patrol

It is proposed that OPD conduct five DUI Saturation patrols quarterly, totaling twenty DUI saturation patrols for the year, in an effort to reduce the number of collisions caused by DUI driving by 10%.

County Board of Supervisors, City Council, and Local School Board Educational Presentations

Please provide planned number of county board of supervisors, city council, and local school board members that will be trained on traffic safety laws and other issues related to DUI of alcohol and other drugs, including cannabis and cannabis products.

City Council Presentations

OPD will present a minimum of four times to the city council regarding our efforts to reduce DID and collisions related to DID. The presentations will occur quarterly with a final presentation that summarizes the year.

Cannabis Industry Outreach/Education

Please provide planned number of outreach efforts to the cannabis industry.

Cannabis Industry Outreach

Currently Oakdale has two cannabis dispensaries. It is proposed that an officer conduct Cannabis Industry Outreach in an effort to educate their customers to the dangers of DID. It is also proposed that the officer supply the dispensaries with educational documents to reduce DUI and DUI collisions. The outreach will be conducted once each quarter.

Other Public Awareness Outreach and Presentations

Please provide number of educational presentations and planned outreach efforts.

School Outreach



It is proposed that the school resource officer, with the assistance of other officers, conduct a minimum of two school outreach presentations at the junior high school to raise awareness of DUI driving and a minimum of two school outreach presentations at the High School to raise awareness of DUI driving.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: June 07, 2021

To: Mayor and Members of the City Council

From: Patrick Mondragon, Assistant to the City Manager

Reviewed by: Bryan Whitemyer, City Manager

Subject: Consider Approving a Resolution Authorizing the Total Project Cost Expenditure of \$2,597,033 For Construction Costs Related to the City of Oakdale Police Department/City Hall Facility Improvement Project, to include a Contract Cost of \$2,141,000, Architect/Engineer/Inspection Services of \$70,653, Equipment and Furnishings of \$256,920 and 6% Contingencies totaling \$128,460, for a Grand Total of \$2,597,033

I. Background / Discussion

Situation:

The Oakdale Police Department/City Hall Complex is in major need of internal and external facility enhancements to improve structure, customer service, and operational needs. The aged exterior of the Police Department/City Hall Complex has several significant concerns such as dry rot and improper sealing resulting in moisture seeping into office spaces, potentially damaging valuable equipment. Below are a few photos depicting the aged wood, exposed concrete, degraded parking lot.



There are also safety and security concerns. The current parking structure does not contain a security gate, allowing anyone to enter the parking lot and have open access to police vehicles. It also provides an opportunity for prisoners to escape should they be able to break free before booking. (See photos on next page).



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)



Lastly, customer access to the police station is often difficult due to the current layout of the department, with the front entrance on North Second Avenue. Part of the facility upgrade plan is to relocate the lobby to Third Avenue. This will provide easier access for the public.

Below is some background and timeline information concerning this project:

This is a multi-layer, much-needed project, with four primary goals:

1. Rehabilitating the exterior of the building
2. Enhanced security
3. Improved functionality and floor plan layout
4. Protect and secure vehicles and equipment.

This project encompasses the building interior, building exterior, and parking lot improvements, pertaining to the Police Department, located at 245 North Second Avenue, and City Hall, located at 280 North Third Avenue. Facility improvements to the interior of the building include floor plan layout changes to areas such as the property and evidence room (currently at storage capacity) as well as the Public Safety Dispatch Center.



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

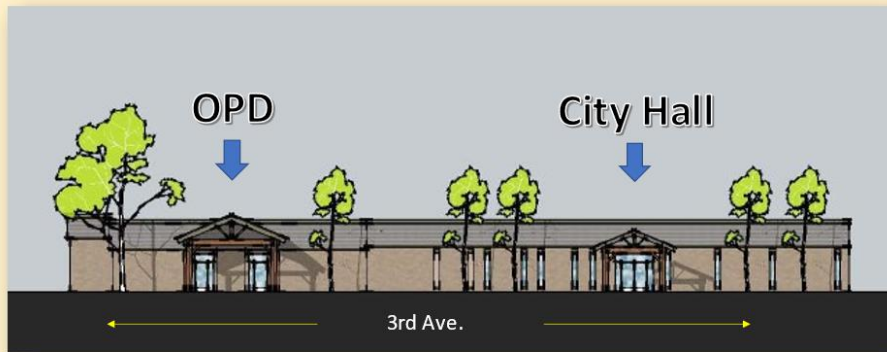
The construction project will also include replacement of all rotted wood and other materials, electrical and IT/communication system upgrades. As previously stated, the exterior of the building will include relocation of the front Police Department Entrance from North Second Avenue to North Third Avenue. Both City Hall and the Police Department will be located on Third Avenue. This will provide greater access and improved parking for the public.

Other exterior facility improvements include replacement of all rotted materials, minor but required electrical system upgrades, and improvements to the awning and roofing that cover both City Hall and PD.



This whole left section (which will become 250 North Third Avenue) will be renovated. The pillar structure will be removed and a canopy will be installed that will match the canopy structure at 280 North Third Avenue.

OPD/City Hall FUTURE



Front Elevation Sketch



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

Improvements to the surrounding area will include security fencing that will go around the parameter of the Police Department and back side of City Hall, with part of that security fencing being electronic where Police Officers can swipe a security scanner and enter the secured are of PD where they book detainees.



Controlled Access Security Gate Access Panel Box for entering PD along D St.

Parking lot improvements will also be made, by tearing out the current public parking lot along South Second Avenue and installing new asphalt. New parking spaces will include ADA parking access.



Security fencing to be installed in front of the North Second Street entrances, to protect police vehicles and equipment.



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

Below are a few photos depicting the current state of the North Second Avenue Police Department parking lot, with severely degraded asphalt.



There is also a concurrent solar project taking place that includes an array of solar panels to cover most of the second street avenue parking lot, protecting vehicles and equipment from damage caused by the sun. This project is totally separate from that but coordination efforts will be made to ensure proper timing of solar project and facility improvement projects. Communications have already been ongoing between City Staff, Site Logic, Pezzoni Engineering INC., and RED INC. Architects to ensure all areas are covered. These conversations, planning meetings, plan reviews, and overall coordination efforts have been taking place for more than a year.

This is a rehabilitation project designed to replace old existing materials, improve dispatch center and property/evidence room layout, provide a security perimeter, and extend the life of the Police Department/City Hall building for at least another 15-20 years.

On April 01, 2021, we went back out to bid for this project. We had an original bid close date of April 23, 2021 but ended up extending the bid submission deadline to April 29, 2021 in order to be able to issue an Addendum addressing some Requests for Information that we received from contractors.

When we closed our bid window, City staff ended up with a total of three (3) bids for this project. The bids are as follows:

NAME OF CONTRACTOR	BID PRICE
CNW Construction, INC.	\$2,141,000.00
Paradigm Construction, Inc.	\$2,223,405.00
Diede Construction, Inc.	\$2,399,000.00



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

CNW Construction, INC. was the low bid for this facility improvement project, at \$2,141,000.00.

We did have one bid protest related to this project. One of the contractors stated to us after the close of the bid cycle that they were experiencing issues with the system we use, called Quest, which is where contractors who wish to submit bids upload all of their documents electronically. After doing some investigating, Staff found out that there were three necessary documents that were not uploaded into Quest, which is why the contractor was not able to successfully submit their bid. City Staff provided a response to the Bid Protest, which was reviewed by our City Attorney. The bid protest response informed the contractor that their bid would not be accepted. A copy of the bid protest, along with our bid protest response and supporting documents are included as an attachment in the Staff Report for this item.

Staff believes this project will be successful because we were able to take all of the Requests for Information (RFI's) from the previous bid cycle, as well as information gained in meeting with the two bidders from the previous cycle, and use that to clean up the plans, address all of the questions from the previous RFI, as well as cleaning up the language contained in the bid plans. We believe this will limit the possibility of additional expenses by properly identifying all necessary costs for this project up front.

II. Fiscal Impacts

The City has been prudently saving and collecting funds for this project for several years now. Funds are currently available in the following funds:

FUND #	DESCRIPTION	AMOUNT
540	Facility Maintenance Fund	\$1,980,000
357	General Government Capital Facilities	\$590,000
356	Police Capital Facilities	\$130,000
	TOTAL	\$2,600,000

III. Recommendation

Staff recommends the City Council approve this Resolution authorizing the total project cost expenditure of \$2,597,033 for Construction Costs related to the City of Oakdale Police Department/City Hall Facility Improvement Project, to include a contract cost of \$2,141,000, Architect/Engineer/Inspection Services of \$70,653, Equipment and Furnishings of \$256,920 and 6% Contingencies totaling \$128,460, for a Grand Total of \$2,597,033.



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

IV. Attachments

- a. Resolution
- b. Signed Contract
- c. Insurance Documents
- d. Bid Protest
- e. Response to Bid Protest
- f. Budget Detail



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-XX

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING THE TOTAL PROJECT COST EXPENDITURE OF \$2,597,033 FOR
CONSTRUCTION COSTS RELATED TO THE CITY OF OAKDALE POLICE
DEPARTMENT/CITY HALL FACILITY IMPROVEMENT PROJECT, TO INCLUDE A
CONTRACT COST OF \$2,141,000, ARCHTTECT/ENGINEER/INSPECTION SERVICES OF
\$70,653, EQUIPMENT AND FURNISHINGS OF \$256,920 AND 6% CONTINGENCIES,
TOTALING \$128,460, FOR A GRAND TOTAL OF \$2,597,033**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

Whereas, the City of Oakdale Police building, located at 245 North Second Avenue, and City Hall building, located at 280 North Third Avenue, require facility improvements;

Whereas, this project includes the renovation of building interior and exterior, as well as parking lot and site improvements;

Whereas, the City Council of the City of Oakdale desires to authorize the expenditure of \$2,141,000 for contract services, \$70,653 for Architect/Engineer/Inspection services, \$256,920 for equipment and furnishings, and \$128,460 for 6% Contingencies, for a Grand Total of \$2,597,033.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAKDALE that the City Council authorizes the total project cost expenditure of \$2,597,033 for construction costs related to the City of Oakdale Police Department/City Hall Facility Improvement Project, to include a contract cost of \$2,141,000, Architect/Engineer/Inspection Services of \$70,653, Equipment and Furnishings of \$256,920 and 6% Contingencies totaling \$128,460, for a Grand Total of \$2,597,033.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7TH DAY OF JUNE, 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze Roberts, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT made the 17th day of May, 20 21
by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as the owner,
and CNW Construction Inc. hereinafter designated as the Contractor.

WITNESSETH: That the Owner and the Contractor agrees to provide all required materials, labor transportation, equipment, facilities, services, incidentals necessary for construction of Police Department & City Hall Remodel all in strict conformity with the Drawings and Contract Documents prepared by the Owner.

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

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

A. All work as set forth under Contract Bid Items within 120 calendar days.

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

ARTICLE V: CONTRACT SUM: The Owner shall pay or cause to have paid to the Contractor, for the performance of the Contract, subject to additions and deductions described in Exhibit A hereof shall not exceed \$2,141,000.00. In lawful money of the United States and shall be paid in payments in accordance with and subject to the provisions embodied in the Documents made a part of this contract. The contract sum as herein stipulated shall include all applicable taxes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII: ASSIGNMENT: The contract shall not be assigned or sublet as a whole, by either party without the written consent of the other. The Owner and the Contractor for themselves, their heirs,

successors, executors, administrators, agents, representatives, and subcontractors do hereby agree to the full performance of the terms, conditions, provisions, and covenants herein contained.

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

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

CITY OF OAKDALE

CONTRACTOR

BRYAN WHITEMYER, City Manager

Name: JEFF FUCHS
Title: REPRESENTATIVE

ATTEST:

ROUZÉ ROBERTS, City Clerk

APPROVED AS TO FORM:

THOMAS HALLINAN, City Attorney

Police Department and City Hall Remodel (#7554526)

Owner: City of Oakdale

04/29/2021 03:00 PM PDT

					CNW CONSTRUCTION INC	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
1	Police Department & City Hall Remodel	LS	1	\$2,141,000.00	\$2,141,000.00	
Base Bid Total:					\$2,141,000.00	

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

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

PRODUCER Edgewood Partners Ins. Center 10877 White Rock Road Suite 300 Sacramento - Programs CNCDA Rancho Cordova, CA 95670	CONTACT NAME: Michelle Russell PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: michelle.russell@epicbrokers.com <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Mt. Hawley Insurance Company</td> <td style="text-align: center;">37974</td> </tr> <tr> <td>INSURER B : Clear Spring Property and Casualty Co</td> <td style="text-align: center;">15563</td> </tr> <tr> <td>INSURER C : The Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER D : Ohio Security Insurance Company</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mt. Hawley Insurance Company	37974	INSURER B : Clear Spring Property and Casualty Co	15563	INSURER C : The Ohio Casualty Insurance Company	24074	INSURER D : Ohio Security Insurance Company	24082	INSURER E :		INSURER F :	
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INSURED CNW Construction Inc 2520 Sierra Vista Rescue, CA 95672															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MGL0193259	04/10/2021	04/10/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$								
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS2262699872	04/10/2021	04/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$								
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		MXL0431592	04/10/2021	04/10/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A X	CSWC00235701	04/15/2021	04/15/2022	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$1,000,000														
E.L. DISEASE - POLICY LIMIT	\$1,000,000														
C	Equipment Floater			BMO2262699872	04/10/2021	04/10/2022									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Oakdale Police Department and City Hall Remodel

CERTIFICATE HOLDER City of Oakdale, its officers, agents, employees and volunteers 280 North Third Avenue Oakdale, CA 95361	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
All persons or organizations where required by a written contract executed prior to the commencement of your work.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2.50 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

Any Person or Organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **4/15/2021 12:01 AM** Policy No. **CS-WC- 002357-01** Endorsement No. **0**
Insured **CNW Construction Inc** Premium **Included**

Insurance Company **Clear Spring Property and Casualty Company**

Countersigned by 

Via E-mail & and US Mail
candersen@ci.oakdale.ca.us
Colleen Andersen, Management Analyst: City of Oakdale
April 30th, 2021

Re: Bid Protest: Oakdale Police Department and City Hall Remodel

Dear Ms. Andersen:

This letter is to serve as notice that Simile Construction Service, Inc., formally protests the process of submitting our proposal through the Quest CDN website, which ultimately did not submit our bid prior to the bid deadline, even though all required bid documents were uploaded in time.

Simile Construction is under the impression, given the language used in the bid documents, that this project was the first project to run the bid through QuestCDN by the City of Oakdale. Likewise, this was Simile Construction's first time using this site. We did our due diligence in preparing for submitting our bid via this website, and we gave ourselves extra time to compensate for any unforeseen problems on bid day. Simile Construction did encounter such issues up until the bid clock expired while stating, "Required addenda have not been downloaded." Please refer to screenshot included with this letter.

Upon review of our bid package, we have complied with the bid proposal package by completing and correctly filling out each required bid document, including acknowledging all three addenda. If the bid process resembled past bid processes pre-COVID i.e. submitting a hard copy at the stated location, our bid package would have been accepted and deemed responsive. About 45-60 minutes before the bid deadline, all of these documents were previously uploaded and ready to submit electronically via the Quest CDN website.

The bid invite does not specify that "all" bid documents, including all addenda, are "required" to be downloaded from the Quest CDN website. Simile Construction downloaded the addenda from the Valley Builders Exchange where the City of Oakdale and Quest CDN issued all addenda in order to meet advertising requirements. In addition, Simile Construction feels that the City of Oakdale has the authority to determine whether a bid proposal is deemed responsive or non-responsive after the proposal is submitted and received, not the website program QuestCDN. Because the website did not accept our bid due to a small technicality such as not downloading all addenda through its website, it had, in effect, deemed our bid non-responsive. The City would find all three addenda acknowledged on Simile Construction's bid proposal if received.

In addition, it was determined after the bid closed that Simile Construction was not the only general contractor that had issues submitting their bid proposal through the website for one reason or another. Thus, at least two prime contractors had their opportunity to submit their bid denied when it would have occurred under different circumstances. A representative of Simile Construction was also present at the location where the City announced bid results publicly, and even the city had issues navigating QuestCDN.

These types of abnormalities, technicalities, and difficulties created a situation that did not allow a clear and smooth bid process, and denied Simile Construction the opportunity to have our bid accepted. It was ready for submittal and would have been accepted, and deemed responsive, under other pre-COVID bid submittals. Due to this reason, the City must accept Simile Construction's bid proposal and post the bid amount, regardless of whether the project is awarded or not.

Thank you for your consideration,



Brandon Maughan
Estimator, Simile Construction Service, Inc.
209.545.6111
brandonm@similebuilt.com

Required addenda have not been downloaded.
Item unit price is missing.

Police Department and City Hall Remodel (#7554526)

Owner: City of Oakdale

Solicitor: Oakdale CA, City of

04/29/2021 03:00 PM PDT
0:00:00

Bid Not Submitted

Submit Bid

Save

Qualification Information

Bid Worksheet

There are 1 unread addenda for this project. Follow [this link](#) to download them on QuestvBID (opens new window).

Bidder must download, complete, and submit (or replace) the following files for bid submission.

✓ 4.1 PROPOSAL AND BID FORM.pdf	download	Choose File	No file chosen	Upload	Proposal and Bid Form.pdf uploaded 29-Apr-2021
✓ 4.2 SUBCONTRACTOR LISTING.pdf	download	Choose File	No file chosen	Upload	Subcontractor Listing.pdf uploaded 29-Apr-2021
✓ 4.3 EQUIPMENT SUPPLIER LISTING.pdf	download	Choose File	No file chosen	Upload	Equipment Supplier Listing.pdf uploaded 29-Apr-2021
✓ 4.4 NONCOLLUSION AFFIDAVIT.pdf	download	Choose File	No file chosen	Upload	Noncollusion Affidavit.pdf uploaded 29-Apr-2021
✓ 4.5 BID BOND.pdf	download	Choose File	No file chosen	Upload	Bid Bond.pdf uploaded 29-Apr-2021
✓ 4.6 EQUAL EMPLOYMENT OPPORUNITY CERTIFICATION.pdf	download	Choose File	No file chosen	Upload	Equal Employment Opportunity Certification.pdf uploaded 29-Apr-2021
✓ 4.7 PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT.pdf	download	Choose File	No file chosen	Upload	Public Contract Code Section 10285.1 Statement.pdf uploaded 29-Apr-2021
✓ 4.8 PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.pdf	download	Choose File	No file chosen	Upload	Public Contract Code Section 10162 Questionnaire.pdf uploaded 29-Apr-2021
✓ 4.9 PUBLIC CONTRACT CODE SECTION 10232 STATEMENT.pdf	download	Choose File	No file chosen	Upload	Public Contract Code Section 10232 Statement.pdf uploaded 29-Apr-2021
✓ 4.10 BIDDER'S QUALIFICATIONS.pdf	download	Choose File	No file chosen	Upload	Bidder's Qualifications.pdf uploaded 29-Apr-2021
✓ 4.11 REFERENCES.pdf	download	Choose File	No file chosen	Upload	References.pdf uploaded 29-Apr-2021

Cancel

Submit Bid

Save

pr 29
Police Department & City Hall Remodel Location: 245 North 2nd Avenue Oakdale Stanislaus CA
 95361
 When: 3:00 PM

A

Status: Online
Postponed: No

BIN #:
VOPS21-00928

Bid Time: 3:00 PM
Status: Online
Postponed: No
Street: 245 North 2nd Avenue
City: Oakdale
County: Stanislaus
Zip Code: 95361

Pre Bid:
 A mandatory pre-bid meeting will be held at 10:00am, on April 7th, 2021 at City Hall, 280 North Third Avenue. [Mandatory: Yes]

Project Type: Engineering
Estimate Low: No
Bid Packages: No
Estimate High: \$1,600,000
Contract#/Ref: 3/23/2021
7554526
Published Date:

Plan Status: **Plans Cost:** **Spec Status:**

Description:
 The work to be performed in general consists of remodeling the police department, city hall building, and parking lot.

Bid Date Information

Bid Date	Bid Time	Extended	Bid Date Change
4/29/2021	3:00 PM	Yes	Yes

Addenda & Updates

Number	Type	Entered
01	Addenda	3/24/2021
02	Addenda	4/14/2021
03	Addenda	4/22/2021

Project Notes

Type	Note
License Required	Class B

Additional Documents Links

	Document (Please use links to view these docs)
Pre-Bid Sign in Sheet	Pre-Bid Sign In Sheet

Project Contacts

Company Name	Email	Phone	Fax	Location
Issuing Office				
QuestCDN	info@questcdn.com	(916) 606-1946 []	(916) 644-7993 []	Lincoln CA

Owner

City of Oakdale, Public Works	CAndersen@ci.oakdale.ca.us	209-845-3609 []	209-848-4344 []	Oakdale CA
Engineer				
MCR Engineering	rob@mcrceng.com	(209) 239-6229 []	[]	Manteca CA

Bidders

Company Name	Email	Phone	Fax	Location
General Contractor				
Bobo Construction, Inc. *	bestimating@boboconstructioninc.com	(916) 383-7777	(916) 383-1681	Sacramento CA
Please email all bids to bestimating@boboconstructioninc.com				
CNW Construction, Inc. *	colin@cnwconstruction.com	(916) 297-2446	(530) 677-5090	Rescue CA
Diede Construction, Inc. *	estimating@diedeconstruction.com	(209) 369-8255	(209) 368-0600	Woodbridge CA
DDC is an Equal Opportunity Employer				
Haggerty Construction, Inc.	kristen@haggertyconstruction.net	(209) 475-9898	(209) 451-0011	Stockton CA
Menghetti Construction *	charlie@menghetti.com	(209) 524-2465	(209) 665-0120	Modesto CA
Send me your best number. Forget those other losers!				
Paradigm Construction, Inc. *	shawn@paradigm-cm.com	(209) 484-7259	(209) 999-9999	Modesto CA
Simile Construction Service, Inc.	estimating@similebuilt.com	(209) 545-6111	(209) 545-6113	Modesto CA
Please contact Simile Construction at our estimating email address or by phone if you are interested in providing a subcontractor quote to Simile for this project. Or contact us through our public plan room in Building Connected Thank you				
Concrete/Masonry Contractor				
David Hall Masonry, Inc.	eriley@dhmasonry.com	(209) 599-8722	(209) 599-0881	Ripon CA
CMU, Stone, Brick, Glass Block, retaining walls, sound walls, Footings, Pavers,				
Consultant				
Tully Consulting Group	Estimating@tullygroup.com	(707) 693-1926	(707) 471-0318	Dixon CA
DBE/WBE certified stormwater management services				
Verux, Inc.	Sierra@veruxinc.com	(916) 930-6000	(888) 840-5935	Sacramento California
SWPPP/WPCP & Inspections				
Flooring Contractor				
BT Mancini Co., Inc.	brad.brown@btmancini.com	(916) 604-0602	(916) 381-6645	Sacramento California
Supplier				
All Bay Mill & Lumber Co.	chris@allbaylumber.com	(707) 567-5528		American Canyon CA
Lumber Supplier				
TCB Industrial, Inc. *	xdiaz@dmetailfab.com	(209) 571-0569	(209) 577-3735	Modesto CA
steel fabricator				



CITY OF OAKDALE
PUBLIC SERVICES DEPARTMENT

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

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

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

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

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

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

CITY OF OAKDALE
WEBSITE
www.ci.oakdale.ca.us
E-MAIL
info@ci.oakdale.ca.us

May 4, 2021

Brandon Maughan
Simile Construction Service, Inc.
brandonm@similebuilt.com

Re: Response to Bid Protest: Oakdale Police Department and City Hall Remodel

Dear Mr. Maughan:

The City of Oakdale would like to thank you for your interest in the Oakdale Police Department/City Hall Facility Improvement Project. We regret that you experienced issues with being able to successfully submit your bid for this project.

After careful review of all documents, guidance, City policies, and the letter you submitted, unfortunately the City is not able to take your bid for this project, for reasons stated below:

- Three other bidders were able to successfully navigate and submit their bid through Quest CDN. The City has been utilizing Quest Construction Data Network for its bidding process since 2018.
- The screenshot provided by Simile shows that your bid was incomplete. There were multiple required items that needed to be completed in order to successfully submit the bid, to include:

- ***"Item price is missing"***.

The item price from the Excel Bid Worksheet which includes the bid proposal amount was missing.

- ***"Required addenda has not been downloaded"***.

- ***"There are 1 unread addendum for this project. Follow this link to download them on Quest CDN"***.

Our report shows Addendum #1 and #2 was downloaded through Quest. Addendum #3 was not downloaded. As stated on the screenshot "Required Addendum has not been downloaded". It was stated by your Company that Addendum # 3 was downloaded through the Builders Exchange.

As stated in Part 11 – Bid Form, 11.02 Bid forms must be completed electronically through the "Quest Construction Data Network" website. Addenda are considered bidding documents and are required to be completed through Quest Construction Data Network.

In conclusion, the City of Oakdale utilizes Quest Construction Data Network to advertise projects and specifications, track plan-holders, receive bids and distribute addenda on behalf of the City of Oakdale. Quest Construction Data Network ensures completion of all required bid documents prior to bid submittal.

City Staff has reviewed all information and determined Simile Construction Service, Inc. was not a successful Bidder for this project.

Again, we regret that you experienced issues with being able to successfully complete your bid with the City of Oakdale and we would sincerely like to thank you for your interest in the project, as well as the time and efforts that you put into it.

Sincerely,



Colleen Andersen
Management Analyst

Budget Detail

EXPENSE TYPE	AMOUNT	WHAT IT INCLUDES
Contract	\$2,141,000	Contract and subcontract construction services for duration of project, from start to finish.
Architect/Engineer/Inspection Services	\$70,653	<ul style="list-style-type: none"> -RED INC. Architect consultation services -Electrical Engineer Consultant and -PG&E liaison. -Electrical relocation services -911 Relocation Services -Building Interior & Exterior Inspections
Equipment and Furnishings	\$256,920	<ul style="list-style-type: none"> -Real Time Crime Center and Supported Display Units -Mounting Hardware -Dispatch Voice Communication Intercom System -Property & Evidence Shelving System -Dispatch Communication consoles and supported work stations -Upgraded electrical and IT equipment to support new load requirements. -Temporary storage units -Moving expenses -Electronic security doors
Contingencies	\$128,460	
TOTAL	\$2,597,033	



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: June 7, 2021

To: Mayor Bairos and Members of the Oakdale City Council

From: Michael Renfrow, Senior Engineering Technician

Reviewed by: Jeff Gravel, Public Services Director

Subject: **Consideration of a Resolution Authorizing the City Manager to Execute an Agreement with United Pavement Maintenance, Inc. in the Amount of \$1,186,468.26 for CP2003, G Street Bike & Pedestrian Corridor Improvements Project, Authorizing a 10% Contingency in the Amount of \$120,000 and Authorizing 5% Construction Engineering in the Amount of \$60,000 for a Project Budget of \$1,366,468.26 to be Funded by Measure L Fund 222 in the Amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the Amount of \$658,000**

I. BACKGROUND

On March 15, 2021, City Staff presented draft G Street Bike & Pedestrian Corridor Improvements Project design concepts to the City Council for discussion. The Project, located on “G” Street between Yosemite and Wood Avenue, consists of new pavement, slurry seal, and concrete curbs and driveways. Importantly, and why the Project obtained the Federal Active Transportation Grant, the Project includes safe routes to school’s improvements, such as; pedestrian crossing at Oakdale High School, new pedestrian safety areas at intersections, sidewalks and ADA compliant ramps.

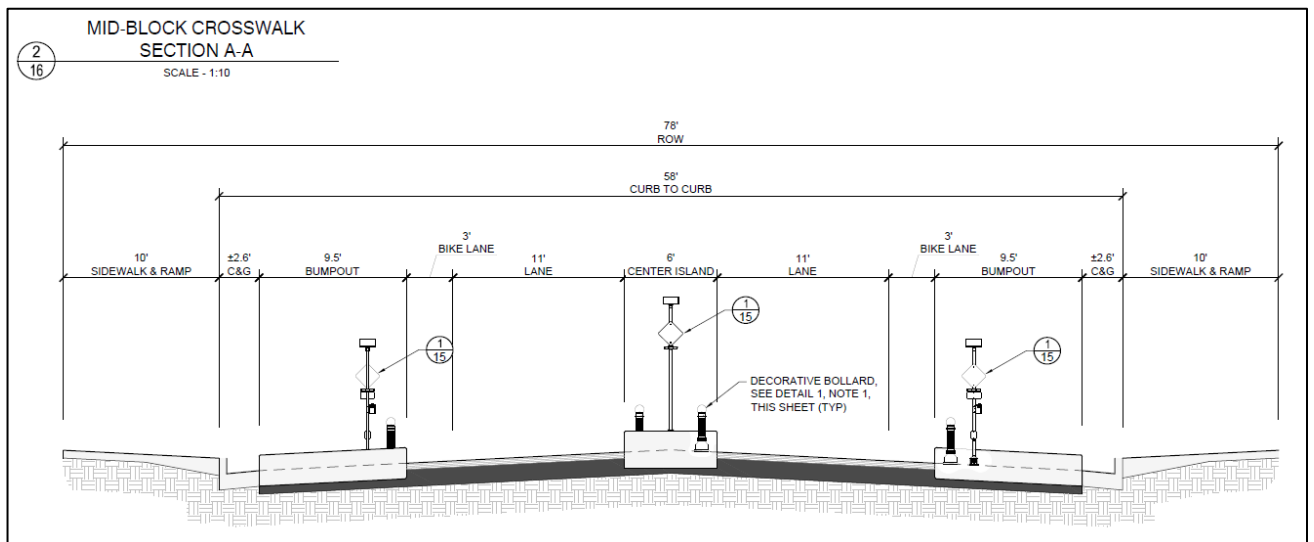
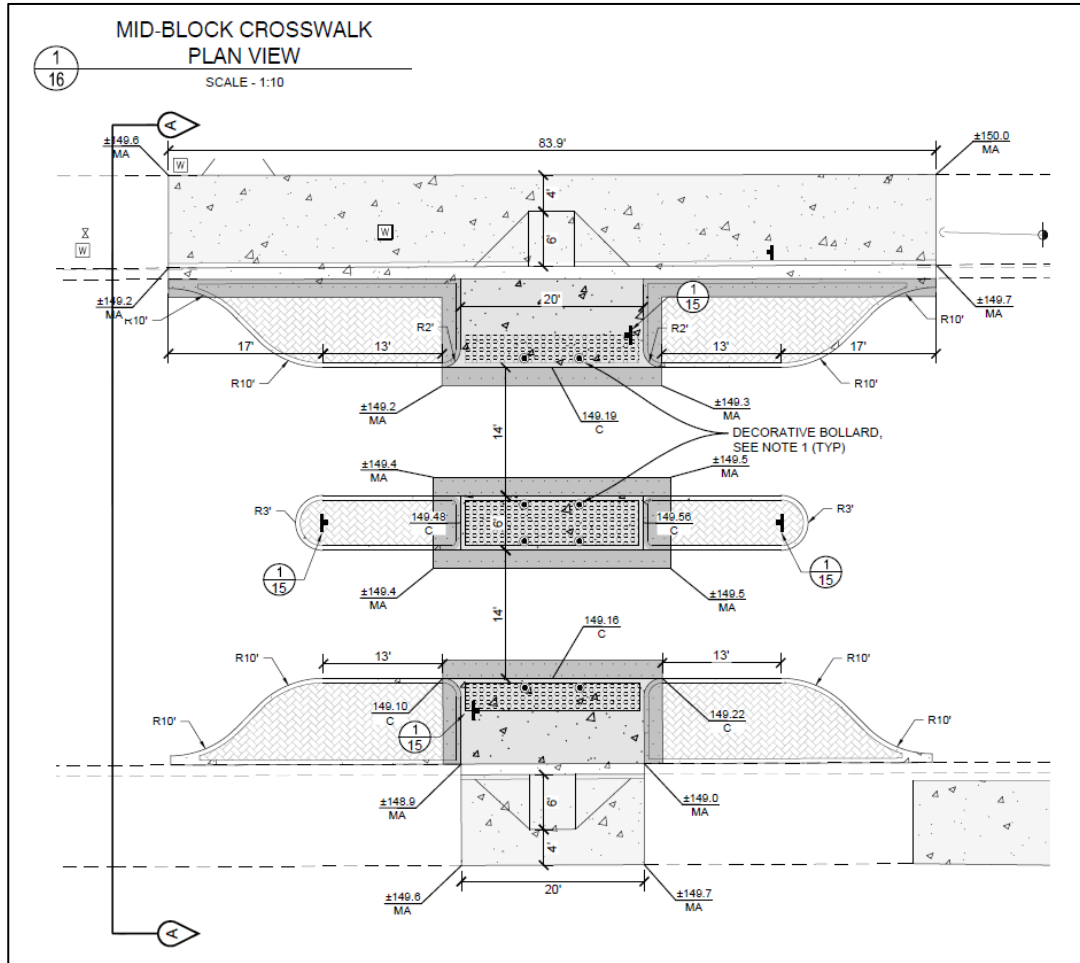
- **Pavement Improvements**
 - Remove and replace 33,500 square feet of existing pavement.
 - Install 246,230 square feet of slurry seal.
 - Install 18 new catch basins.
- **Concrete Improvements**
 - Install 27,920 square feet of existing concrete (Sidewalk and Driveways).
 - Remove and replace 2,420 lineal feet of curb and gutter.
- **Safe Routes to Schools Improvements**
 - Install new pedestrian mid-block crosswalk at Oakdale High School with rapid flashing beacons and 934 square feet of red herring bone stamped concrete.
 - Install 35 ADA compliant pedestrian ramps.
 - Install 22 new pedestrian safety bollards.
 - Concrete work noted above is for pedestrian safety improvements such as bumps out at intersections.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: G Street Bike & Pedestrian Corridor Improvements Project
MEETING DATE: June 7, 2021

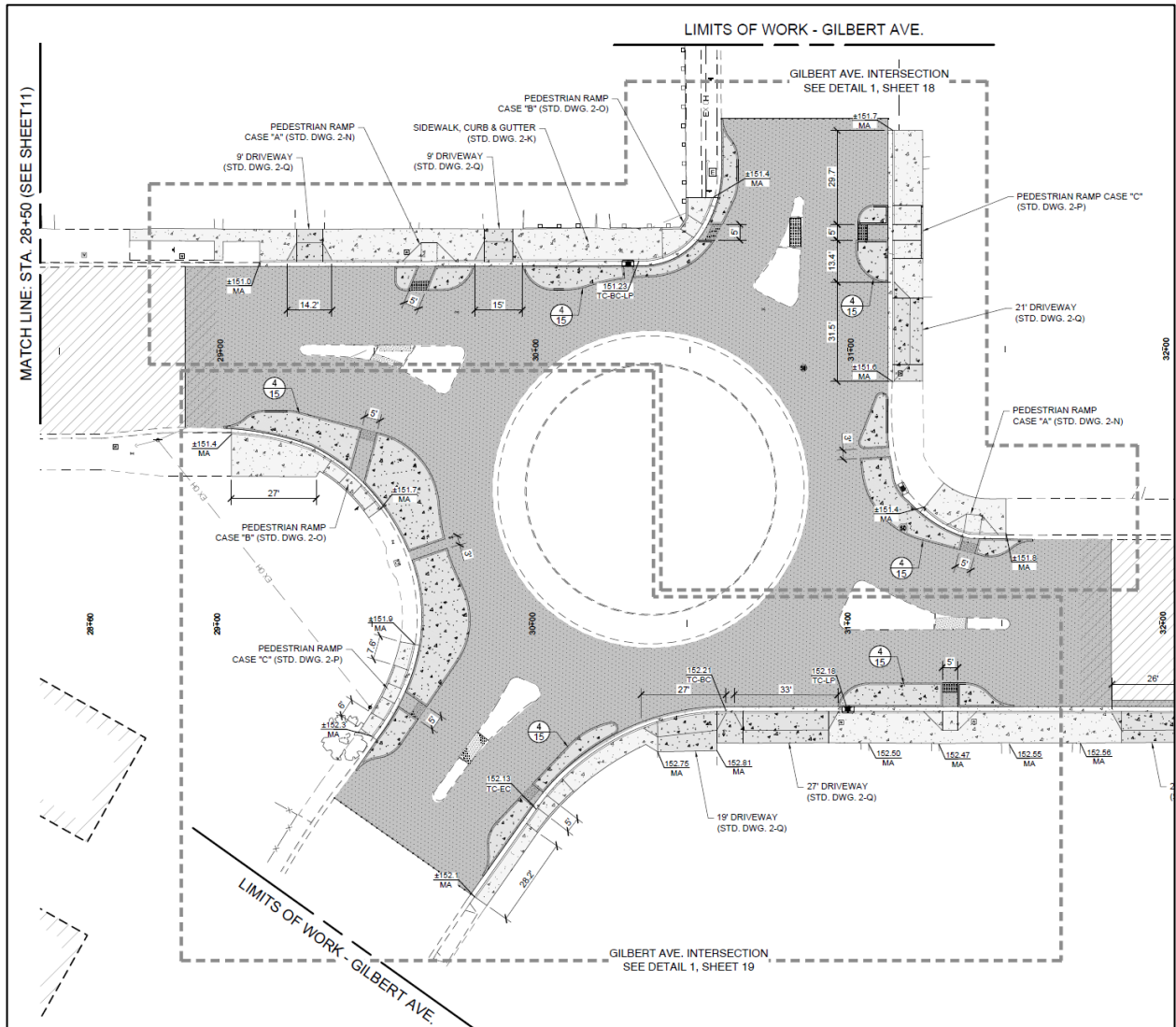
Significant Safe Routes to Schools Improvements





CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: G Street Bike & Pedestrian Corridor Improvements Project
MEETING DATE: June 7, 2021



The significant safe routes to school's improvements above include a mid-block crosswalk with rapid flashing beacons at Oakdale High School and also concrete surface improvements at the Gilbert Avenue and "G" Street round-a-bout. The mid-block crossing will help channel the students to a main lighted crossing and is also useful for crossing at the schools night time events. The round-a-bout improvements help to slow traffic for safer crossing by students. This item was recommended in prior pedestrian and bicycle safety plans completed by the City.

II. DISCUSSION/FISCAL IMPACT

Bids were opened on May 25, 2021. The lowest qualified bidder is United Pavement Maintenance, Inc. in the amount of \$1,186,468.26. The Engineers Estimate was \$1,200,000.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: G Street Bike & Pedestrian Corridor Improvements Project
 MEETING DATE: June 7, 2021

Project Bids

Contractor	Bid Amount
United Pavement Maintenance, Inc.	\$1,186,468.26
McFadden Construction, Inc.	\$1,234,782.44
Ross F. Carroll, Inc.	\$1,456,392.00

Project Funding and Cost Summary:

Project Budget

Description	Amount
United Pavement Maintenance, Inc.	\$1,186,468.26
10 % Contingency	\$120,000.00
5 % Construction Engineering	\$60,000.00
Project Budget	\$1,366,468.26

Project Budget Break Down

Fund		Amount
Measure L Fund 222	<i>Streets</i>	\$562,997.57
	<i>Traffic</i>	\$101,548.11
	<i>Bike/Pedestrian</i>	\$43,922.58
	Measure L Total	\$708,468.26
Federal Active Transportation Grant Fund 316		\$658,000.00
Grand Total Budget		\$1,366,468.26

This project is accounted for in the City's Capital Improvement Program and the most recently adopted Fiscal Year Budget. The estimate project cost of \$1,366,468.26 is \$91,531.74 below the amount accounted for in the Fiscal Year Budget.

III. RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute an agreement with United Pavement Maintenance, Inc. in the amount of \$1,186,468.26 for CP2003, G Street Bike & Pedestrian Corridor Improvements Project, authorizing a 10% Contingency in the amount of \$120,000 and authorizing 5% Construction Engineering in the amount of \$60,000 for a Project budget of \$1,366,468.26 to be funded by Measure L Fund 222 in the amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the amount of \$658,000.

IV. ATTACHMENTS

- Attachment A: Draft City Council Resolution 2021-__
- Attachment B: Contractor Agreement



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-__**

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH UNITED PAVEMENT MAINTENANCE, INC. IN THE AMOUNT OF
\$1,186,468.26 FOR CP2003, G STREET BIKE & PEDESTRIAN CORRIDOR
IMPROVEMENTS PROJECT, AUTHORIZING A 10% CONTINGENCY IN THE
AMOUNT OF \$120,000 AND AUTHORIZING 5% CONSTRUCTION
ENGINEERING IN THE AMOUNT OF \$60,000 FOR A PROJECT BUDGET OF
\$1,366,468.26 TO BE FUNDED BY MEASURE L FUND 222 IN THE AMOUNT OF
\$708,468.26 AND FEDERAL ACTIVE TRANSPORTATION GRANT FUND 316
IN THE AMOUNT OF \$658,000**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, G Street Bike & Pedestrian Corridor Improvements Project consist of new pavement, slurry seal, and concrete curbs and driveways. Importantly, and why the Project obtained the Federal Active Transportation Grant, the Project includes safe routes to school's improvements, such as; pedestrian crossing at Oakdale High School, new pedestrian safety areas at intersections, sidewalks and ADA compliant ramps; and

WHEREAS, bids were opened on May 25, 2021. The lowest qualified bidder is United Pavement Maintenance, Inc. in the amount of \$1,186,468.26. The Engineers Estimate was \$1,200,000; and

WHEREAS, the project is accounted for in the City's Capital Improvement Program and the most recently adopted Fiscal Year Budget. The estimate project cost of \$1,366,468.26 is \$91,531.74 below the amount accounted for in the Fiscal Year Budget; and

WHEREAS, the budget for G Street Bike & Pedestrian Corridor Improvements Project CP2009 is \$1,366,468.26, to be funded by Measure L Streets in the amount of \$562,997.57, Measure L Traffic in the amount of \$101,548.11 and Measure L Bike/Pedestrian in the amount of \$43,922.58 for a grand total of Measure L Fund 222 in the amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the amount of \$658,000; and

WHEREAS, Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute an agreement with United Pavement Maintenance, Inc. in the amount of \$1,186,468.26 for CP2003, G Street Bike & Pedestrian Corridor Improvements Project, authorizing a 10% Contingency in the amount of \$120,000 and authorizing 5% Construction Engineering in the amount of \$60,000 for a Project budget of \$1,366,468.26 to be funded by Measure L Fund 222 in the amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the amount of \$658,000.



CITY OF OAKDALE

City Council Resolution 2021 (Continued)

SUBJECT: G Street Bike & Pedestrian Corridor Improvements Project
MEETING DATE: June 7, 2021

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby adopts the Resolution authorizing the City Manager to execute an agreement with United Pavement Maintenance, Inc. in the amount of \$1,186,468.26 for CP2003, G Street Bike & Pedestrian Corridor Improvements Project, authorizing a 10% Contingency in the amount of \$120,000 and authorizing 5% Construction Engineering in the amount of \$60,000 for a Project budget of \$1,366,468.26 to be funded by Measure L Fund 222 in the amount of \$708,468.26 and Federal Active Transportation Grant Fund 316 in the amount of \$658,000.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF JUNE, 2021, by the following vote:

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

SIGNED:

Cherilyn Bairos, Mayor

ATTEST:

Rouzé Roberts, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT made the 7th day of June, 20 21
 by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as the owner,
 and United Pavement Maintenance, Inc. hereinafter designated as the Contractor.

WITNESSETH: That the Owner and the Contractor agrees to provide all required materials, labor transportation, equipment, facilities, services, incidentals necessary for construction of High School "G" Street Bike & Pedestrian Corridor Improvements all in strict conformity with the Drawings and Contract Documents prepared by the Owner.

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

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

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

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

ARTICLE V: CONTRACT SUM: The Owner shall pay or cause to have paid to the Contractor, for the performance of the Contract, subject to additions and deductions described in Exhibit A hereof shall not exceed \$1,186,468.26. In lawful money of the United States and shall be paid in payments in accordance with and subject to the provisions embodied in the Documents made a part of this contract. The contract sum as herein stipulated shall include all applicable taxes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OAKDALE

CONTRACTOR

BRYAN WHITEMYER, City Manager

R Ruvalcaba

Name: *Rodolfo Ruvalcaba*
Title: *President*



ATTEST:

ROUZÉ ROBERTS, City Clerk

APPROVED AS TO FORM:

THOMAS HALLINAN, City Attorney

G Street Bike & Pedestrian Corridor Improvements (#7775079)
05/25/2021 03:00 PM PDT

Line Item Description	UofM	Quantity	United Pavement Maintenance, Inc.	
			Unit Price	Extension
1 Mobilization	LS	1	\$25,000.00	\$25,000.00
2 Remove Existing Pavement	SF	33521	\$1.00	\$33,521.00
3 Remove Existing Concrete	SF	23452	\$3.38	\$79,267.76
4 3" AC / 6" AB	SF	32732	\$5.08	\$166,278.56
5 Type II Slurry Seal	SF	246229	\$0.40	\$98,491.60
6 4" Concrete	SF	17770	\$12.39	\$220,170.30
7 4" Concrete, Red, Herring Bone Stamp	SF	934	\$23.00	\$21,482.00
8 6" Concrete	SF	9882	\$14.72	\$145,463.04
9 10" Concrete	SF	266	\$18.00	\$4,788.00
10 Vertical Curb and Gutter	LF	2418	\$38.00	\$91,884.00
11 Extruded Vertical Curb	LF	1705	\$38.00	\$64,790.00
12 Curb Ramp (Labor Only)	EA	35	\$500.00	\$17,500.00
13 Adjust Water Valves	EA	5	\$600.00	\$3,000.00
14 Adjust Storm Drain Manhole	EA	11	\$850.00	\$9,350.00
15 Adjust Sewer Manhole	EA	1	\$850.00	\$850.00
16 Adjust Utility Manhole	EA	1	\$850.00	\$850.00
17 Adjust Electrical Box	EA	3	\$500.00	\$1,500.00
18 Provide & Install Street Monument Box	EA	6	\$600.00	\$3,600.00
19 Replace Existing Water Meter Box	EA	21	\$500.00	\$10,500.00
20 Catch Basin	EA	18	\$2,000.00	\$36,000.00
21 Decorative Bollards	EA	22	\$900.00	\$19,800.00
22 RRFB Crosswalk (High School)	LS	1	\$41,000.00	\$41,000.00
23 Traffic Control	LS	1	\$10,000.00	\$10,000.00
24 Striping	LS	1	\$60,382.00	\$60,382.00
25 Signage	LS	1	\$18,000.00	\$18,000.00
26 Erosion Control and Maintenance	LS	1	\$3,000.00	\$3,000.00
Base Bid Total:				\$1,186,468.26



**City of
Oakdale
City Council Staff
Report**

Meeting Date: June 7, 2021

To: Mayor and City Council

From: Bryan Whitemyer, City Manager

Subject: Consider Resolutions approving Memorandums of Understanding between the City of Oakdale and each of the following bargaining units for Fiscal Years 2021/2022 through 2023/2024: 1) Oakdale Police Officers Association, 2) Oakdale Miscellaneous Employee Bargaining Unit (OMEPU), and 3) Management and Confidential Bargaining Unit and authorize the City Manager to execute the Memorandums of Understanding; additionally, consider a Resolution approving the Revised Salary Ranges for City of Oakdale Senior Management Employees for Fiscal Years 2021/2022 through 2023/2024

I. BACKGROUND

The City desires to enter into new Memorandums of Understanding (MOU) with the Oakdale Police Officers Association, the Oakdale Miscellaneous Employee Bargaining Unit (OMEPU), and the Management and Confidential Bargaining Unit (MCBU). Additionally, for consistency purposes the City recommends that the salary ranges for Senior Management Employees be revised to follow the same terms as the MOUs for other City employees. The term of the proposed MOUs and salary ranges will cover three (3) Fiscal Years running from July 1, 2021 through June 30, 2024.

Oakdale Police Officers Association MOU

Over the last few years, the City of Oakdale has lost a significant number of officers to other law enforcement agencies. Additionally, City staff has reviewed the salary and benefits of other local jurisdictions and has found that the salaries paid to Oakdale law enforcement employees are significantly lower than nearby jurisdictions.

For example, the base salary for a Police Officer I position at the E Step (top step) is 14% lower than the base salary for a Deputy Sheriff I at Stanislaus County. An Oakdale Police Officer II is paid 18% lower than a Deputy Sheriff II, and an Oakdale Sergeant has a base salary that is also 18% lower than that of a Sergeant with Stanislaus County.

The costs associated with losing an officer to another jurisdiction are great. Significant amounts of time and money are invested into each officer to get them properly trained. Staff believes that it is prudent to provide a Law Enforcement Pay Adjustment (LEPA) to all members of the Oakdale Police Officers Association in order to become more competitive with other local law enforcement agencies and to minimize losing officers to other jurisdictions. The LEPA will be implemented over a two-year period. Additionally, staff recommends that appropriate Cost of Living Adjustments (COLA) be included in the new MOU.

The agreement includes Cost of Living Adjustments (COLA) and Law Enforcement Pay Adjustments (LEPA) as follows:

FY 2021-2022

3% COLA – July 1, 2021
2% LEPA – July 1, 2021
5% LEPA – December 1, 2021

FY 2022-2023

3% COLA – July 1, 2022
2% LEPA – July 1, 2022

FY 2023-2024

3% COLA – July 1, 2023

Additionally, the agreement increases the incentives for education by 2.5% and advanced POST Certificates by 2.5%. A Graveyard Shift Differential has also been added that provides 2.5% shift differential pay for officers assigned to a graveyard shift for at least two weeks.

Oakdale Miscellaneous Employees Bargaining Unit MOU

FY 2021-2022

3% COLA – July 1, 2021

FY 2022-2023

3% COLA – July 1, 2022

FY 2023-2024

3% COLA – July 1, 2023

Management Confidential Employees Bargaining Unit MOU

FY 2021-2022

3% COLA – July 1, 2021

FY 2022-2023

3% COLA – July 1, 2022

FY 2023-2024

3% COLA – July 1, 2023

Senior Management – Salary Ranges

FY 2021-2022

3% COLA – July 1, 2021

FY 2022-2023

3% COLA – July 1, 2022

FY 2023-2024

3% COLA – July 1, 2023

American Recovery Plan Act (ARPA) Benefits for Essential Workers

The American Rescue Plan Act (ARPA) includes provisions regarding premium pay to eligible. Workers performing essential work during the COVID-19 pandemic. These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors.

ARPA defines premium pay to mean an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker. All full-time City employees were designated as essential workers when the pandemic began in March of 2020. City offices and services have been open to the public since May 2020. Law enforcement, fire personnel, utility crews and essential office staff have continued to serve the public throughout the entirety of the pandemic.

Due to the provisions of ARPA all members of the Oakdale Police Officers Association, Oakdale Miscellaneous Employees Bargaining Unit, and Oakdale Management Confidential Employees Bargaining Unit will receive premium pay as follows:

ARPA Payment #1 – \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the first payment of ARPA Funds. Funds are expected sometime during the summer of 2021.

ARPA Payment #2 –a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the second payment of ARPA Funds. Funds are expected sometime during the summer of 2022.

To be eligible for these funds individuals must have worked for the City of Oakdale during the COVID-19 pandemic and were hired prior to May 25, 2021.

Senior Management employees (City Manager, Police Chief, Finance Director, and Public Services Director) are not eligible for this premium pay.

II. FISCAL IMPACTS

The City of Oakdale has assessed the impacts that the new MOUs and salary range adjustments will have on the City's operating budget. These new agreements will raise the labor and benefit costs for the General Fund by approximately \$295,158.26 in Fiscal Year 2021-2022. The increases associated with the OPOA is \$243,713.87 or 82.57% of the increase with 4% associated with the OMEBU, 9% associated with MCEBU, and 3.78% for Senior Management.

The City has prepared for these types of increases over the last several years and has made efforts to control costs as much as possible. The City has built a 43% General Fund reserve and anticipates seeing increases in the amount of Cannabis Fund revenue in future years. Property taxes and sales taxes are also anticipated to increase slightly. After reviewing expenditure and revenue trends and projections staff believes the City can handle the cost increases associated with these employment agreements. Staff also believes that by approving these agreements the City of Oakdale will have a greater ability to retain the employees that the community has already invested in.

The costs associated with the new MOUs and salary ranges over the next three fiscal years are shown below.

	FY 2021-2022				
	OPOA	Misc	Mgt.Conf	Sen Mgmt	Total 21-22
General Fund	\$243,713.87	\$11,795.80	\$28,487.77	\$11,160.82	\$295,158.26
110					
Cannabis			\$2,886.04		\$2,886.04
114					
Recreation			\$3,022.18		\$3,022.18
118					
Development Services		\$7,041.35	\$2,037.54	\$1,218.18	\$10,297.07
120					
Sewer		\$32,258.05	\$11,118.37	\$3,333.68	\$46,710.10
622					
Water		\$17,304.91	\$10,472.94	\$3,333.68	\$31,111.54
645					
Eng		\$994.66		\$1,218.18	\$2,212.84
119					
LLMD		\$9,921.26			\$9,921.26
565					
Aviation		\$663.11			\$663.11
657					
Total	\$243,713.87	\$79,979.14	\$58,024.84	\$20,264.55	

	FY 2022-2023				
	OPOA	Misc	Mgt.Conf	Sen Mgmt	Total 22-23
General Fund	\$128,573.93	\$12,149.67	\$29,342.40	\$11,495.65	\$181,561.65
110					
Cannabis			\$2,972.62		\$2,972.62
114					
Recreation			\$3,112.85		\$3,112.85
118					
Development Services		\$7,252.59	\$2,098.66	\$1,254.73	\$10,605.98
120					
Sewer		\$33,225.79	\$11,451.92	\$3,433.69	\$48,111.41
622					
Water		\$17,824.06	\$10,787.13	\$3,433.69	\$32,044.88
645					
Eng		\$1,024.50		\$1,254.73	\$2,279.23
119					
LLMD		\$10,218.90			\$10,218.90
565					
Aviation		\$683.00			\$683.00
657					
Total	\$128,573.93	\$82,378.51	\$59,765.59	\$20,872.49	

	FY 2023-2024				
	OPOA	Misc	Mgt.Conf	Sen Mgmt	Total 23-24
General Fund	\$132,431.14	\$12,514.16	\$30,222.68	\$11,840.52	\$187,008.50
110					
Cannabis			\$3,061.80		\$3,061.80
114					
Recreation			\$3,206.23		\$3,206.23
118					
Development Services		\$7,041.35	\$2,161.62	\$1,292.37	\$10,495.34
120					
Sewer		\$34,222.57	\$11,795.48	\$3,536.71	\$49,554.75
622					
Water		\$18,358.78	\$11,110.75	\$3,536.71	\$33,006.23
645					
Eng		\$1,055.23		\$1,292.37	\$2,347.60
119					
LLMD		\$10,525.46			\$10,525.46
565					
Aviation		\$703.49			\$703.49
657					
Total	\$132,431.14	\$84,421.05	\$61,558.55	\$21,498.66	

III. RECOMMENDATION

Staff recommends that the City Council approve the Memorandums of Understanding (MOU) between the City of Oakdale and each of the following bargaining units for Fiscal Years 2021/2022 through 2023/2024: 1)) Oakdale Police Officers Association, 2) Oakdale Miscellaneous Employee Bargaining Unit (OMEBU), and 3) Management and Confidential Bargaining Unit and authorize the City Manager to execute the Memorandums of Understanding; additionally, consider a Resolution approving the Revised Salary Ranges for City of Oakdale Senior Management Employees for Fiscal Years 2021/2022 through 2023/2024

IV. ATTACHMENTS

- Attachment 1 – OPOA and Sheriff Deputy Salary Comparison
- Attachment 2 – Resolution OPOA FY 22-24 MOU
- Attachment 3 – Resolution OMEBU FY 22-24 MOU
- Attachment 4 – Resolution MCEBU FY 22-24 MOU
- Attachment 5 – Resolution Senior Management Salary Ranges FY 22-24

Stanislaus Sheriff vs. OPD Salary Comparison

Attachment 1

County		A	B	C	D	E
"As of 3/13/2021"						
Deputy Sheriff I		\$5,607.33	\$5,888.13	\$6,182.80	\$6,491.33	\$6,815.47
Deputy Sheriff II		\$6,170.67	\$6,479.20	\$6,803.33	\$7,143.07	\$7,500.13
Sergeant		\$7,160.40	\$7,519.20	\$7,895.33	\$8,290.53	\$8,704.80

City		A	B	C	D	E
As of 7/1/2020		1.129	1.133	1.134	1.137	1.139
Police Officer I		\$4,965.25	\$5,197.32	\$5,451.99	\$5,710.40	\$5,982.63
Police officer II		\$5,260.04	\$5,505.93	\$5,785.67	\$6,074.20	\$6,376.53
Police Sergeant		\$6,051.62	\$6,352.70	\$6,670.09	\$7,002.52	\$7,352.52

As of 7/1/2021	5% Increase	A	B	C	D	E
Police Officer I		\$5,213.51	\$5,457.19	\$5,724.59	\$5,995.92	\$6,281.76
Police officer II		\$5,523.04	\$5,781.23	\$6,074.95	\$6,377.91	\$6,695.36
Police Sergeant		\$6,354.20	\$6,670.34	\$7,003.59	\$7,352.65	\$7,720.15

12/1/2021	5% Increase	A	B	C	D	E
Police Officer I		\$5,474.19	\$5,730.05	\$6,010.82	\$6,295.72	\$6,595.85
Police officer II		\$5,799.19	\$6,070.29	\$6,378.70	\$6,696.81	\$7,030.12
Police Sergeant		\$6,671.91	\$7,003.85	\$7,353.77	\$7,720.28	\$8,106.15

1/1/2022		A	B	C	D	E
Deputy Sheriff I		\$5,775.55	\$6,064.77	\$6,368.28	\$6,686.07	\$7,019.93
Deputy Sheriff II		\$6,355.79	\$6,673.58	\$7,007.43	\$7,357.36	\$7,725.13
Sergeant		\$7,375.21	\$7,744.78	\$8,132.19	\$8,539.25	\$8,965.94

7/1/2022	5% Increase	A	B	C	D	E
Police Officer I		\$5,747.90	\$6,016.55	\$6,311.36	\$6,610.50	\$6,925.64
Police officer II		\$6,089.15	\$6,373.80	\$6,697.64	\$7,031.65	\$7,381.63
Police Sergeant		\$7,005.51	\$7,354.04	\$7,721.46	\$8,106.29	\$8,511.46

1/1/2023		A	B	C	D	E
Deputy Sheriff I		\$5,948.82	\$6,246.72	\$6,559.33	\$6,886.65	\$7,230.53
Deputy Sheriff II		\$6,546.46	\$6,873.78	\$7,217.65	\$7,578.08	\$7,956.89
Sergeant		\$7,596.47	\$7,977.12	\$8,376.16	\$8,795.42	\$9,234.92

7/1/2023	3% Increase	A	B	C	D	E
Police Officer I		\$5,920.33	\$6,197.04	\$6,500.70	\$6,808.82	\$7,133.41
Police officer II		\$6,271.83	\$6,565.02	\$6,898.57	\$7,242.60	\$7,603.08
Police Sergeant		\$7,215.67	\$7,574.67	\$7,953.11	\$8,349.48	\$8,766.80



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-XX

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING THE MEMORANDUM OF UNDESTANDING BETWEEN THE CITY OF
OAKDALE AND THE OAKDALE POLICE OFFICERS ASSOCIATION FOR FISCAL YEARS
2021-2022 THROUGH 2023-2024 AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE MEMORANDUM OF UNDERSTANDING**

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

WHEREAS, the attached Memorandum of Understanding (MOU) between the City of Oakdale and the Oakdale Police Officers Association covering the term for Fiscal Years 2021-2022 through 2023-2024 is hereby accepted and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the **CITY OF OAKDALE CITY COUNCIL** hereby authorizes and directs the City Manager to execute said MOU on behalf of the City of Oakdale.

THE FOREGOING RESOLUTION IS HEREBY PASSED AND ADOPTED THIS 7th DAY OF June, 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze Roberts
City Clerk

COMPREHENSIVE MEMORANDUM OF UNDERSTANDING

Between

CITY OF OAKDALE, CALIFORNIA, HEREINAFTER KNOWN AS "CITY"

And

**OAKDALE POLICE OFFICERS ASSOCIATION,
HEREINAFTER KNOWN AS "ASSOCIATION"**

ARTICLE I – GENERAL TERMS

Section 1.0 Term of Agreement

This Memorandum of Understanding (MOU) shall be in force and effect for a three (3) year period commencing July 1, 2021 to June 30, 2024.

Section 1.01 Intent and Purpose

It is the intent and purpose of this Memorandum of Understanding to set forth the understanding of the parties regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Association and the City.

The Association agrees to recommend ratification to its membership and City agrees to recommend to the City Council of the City of Oakdale that all terms of this Memorandum be adopted in full in resolution of the City Council. Upon such adoption, all terms and conditions of this Memorandum shall then become effective without further action by either party on **July 1, 2021**.

Section 1.02 Recognition

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the Oakdale Police Officers Association is formally recognized as the duly authorized representative of all full-time sworn and non-sworn employees within the Police and Animal Control Departments with the exception of management and confidential employees.

Section 1.03 Scope of Meeting and Conferring

The scope of representation shall include, but not be limited to, wages, hours, and other items and conditions of employment. Notwithstanding the foregoing, nothing is intended to circumscribe or modify the exclusive Management Rights of the City of Oakdale in accordance with applicable laws and the Merit System Rules and Regulations.

Section 1.04 Continuation

The purpose of this MOU is to describe the salary and benefits offered to employees of this bargaining unit. This MOU supersedes and replaces all previous MOU's and side letters.

Section 1.05 Constitutionality

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Memorandum of Understanding.

Section 1.06 Dues Deduction

Employees represented by the Association may authorize Association or Union dues deduction or cancellation upon written notice to the Finance Department of the City.

Dues withheld by the City shall be transmitted to the officer designated in writing by the Association or Union as the person authorized to receive such funds at the address specified.

The Association or Union, upon receipt of the dues deducted, shall indemnify, defend, and hold the City of Oakdale harmless against any claims made and against any suit instituted against the City of Oakdale on account of check-off of employee Association or Union dues. In addition, the Association or Union shall refund to the City of Oakdale any amounts paid to it in error upon presentation of supporting evidence.

Section 1.06.1 Fair Share Fees

The City will provide payroll deduction of dues for Oakdale Police Officers Association and Operating Engineers Local Union No. 3 pursuant to the following:

1. **Union Dues and Service Fees:** All regular full-time employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay a representation service fee, which is the employee's proportionate share of the Union's cost of meeting and conferring and administering the MOU. Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.
2. **Implementation:** Any employee subject to this Memorandum of Understanding shall be provided through the City with a notice advising that the employer has entered into a Fair Share agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues, or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City. If the form is not completed properly and returned within five working days, the City shall

commence and continue a payroll deduction of Union dues from the regular pay of such employee.

3. **Effective Date:** The effective date of Union dues, service fee deductions, or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this agreement by the Union and the City or after the Union has complied with paragraph six.
4. **Religious Exemption:** Any employee subject to this Memorandum of Understanding who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religion, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code chosen by the employee from any fund maintained by the United Way. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the employer. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.
5. **Exclusion of Employees:** The Agency Shop provisions set forth herein shall not apply to management, confidential, or supervisory employees. Any position so designated may be disputed by the Union, and the matter shall be decided by an arbitrator.
6. **Financial Reports:** The Union will cause to be prepared an audit of chargeable and non-chargeable expenses on an annual basis and pursuant to the applicable law, shall provide such report to individuals who have chosen or may choose to pay a service fee.
7. **Hold Harmless:** Union shall indemnify and hold the City, its officers, and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

Section 1.07 No Strike Clause

Employees represented by the Association or Union shall not engage in any strike, sit down, slow down, or work stoppage during the life of this Memorandum of Understanding.

ARTICLE II - EMPLOYMENT

Section 2.01 Recruitment (taken from the City Merit Rules – Section 301)

Recruitment for qualified applicants may be a continuing process in order that, where possible, the City will have available applications of interested, qualified persons for possible employment. Notices of employment opportunities may be placed in newspapers, magazines, announcements, or given to reputable agencies offering those services that will bring responses from qualified persons and shall be posted on bulletin boards located at all City work sites. The City shall not pay any fee or service charge for any applicant who is referred to it by any employment agency.

Section 2.02 Selection Process (taken from the City Merit Rules – Section 303)

There shall be a selection process for each position within the City that adequately and fairly evaluates the ability of each candidate to effectively carry out the duties and responsibilities of the position. The selection process for each position may be updated and modified to best reflect the needs of the City. All selection processes shall be applied equally to all candidates and shall adhere to the City's nondiscrimination policy.

A selection process for a position could include: achievement or aptitude tests or evaluations, interviews, background checks, reference checks, performance tests, evaluations of work performance, review of work samples, physical ability tests, review and investigation of personal background and references, fingerprinting, medical examination, and drug testing. Candidates shall have the right to review their own test results.

At the end of the selection process, the City Manager will appoint the candidate who is most qualified for the position. The candidate will be deemed selected by the City once he or she signs the required employment documents of the City and provides all information the City requires for employment.

Section 2.03 Probationary Period

New employees are subject to the following probation periods:

Sworn employees	18 months
Sworn (lateral) employees	12 months
Non-sworn employees	12 months

Section 2.04 Promotion (taken from the City Merit Rules – Section 406)

Because it is the policy of the City of Oakdale to encourage the advancement of the personnel within the organization, Promotional Examinations for vacancies will be conducted as the needs of the City require. Promotional opportunities (available to City employees) will be posted on bulletin boards selected by the

Human Resources Office at least five (5) business days before the selection is made.

Section 2.05 Performance Incentive Pay Plan

Employees in this bargaining unit shall be eligible for pay increases in addition to the normal step ranges and/or negotiated increases. Such increases shall not exceed five percent (5%) and shall be made in increments of two and one-half percent (2.5%) with eligibility limited to those employees who have completed seven (7) years of City service or more and subject to evaluation of the employee's performance by the employee's Department Head subject to the following:

- A. The employee's Performance Incentive Pay evaluation will take place during the employee's regularly scheduled Annual Evaluation. If for some reason the employee's Annual Evaluation is not completed by their anniversary date the employee shall be paid retroactive to their Annual Evaluation due date. The Department Head shall discuss the evaluation report with the employee and obtain the employee's acknowledgement of such discussion. The report shall include a recommendation concerning the employee's merit or performance pay increase. The employee must receive a "Meets Expectations" overall rating on the evaluation. Should the Department Head deny a performance pay increase to an eligible employee, the employee shall have a right of appeal to the City Manager as follows:

Appeal: Within five (5) days after receiving the report of performance, an employee may request, in writing, a review of the report with the City Manager. Within five (5) days after said review, the City Manager shall either accept the original report, a modified report, or cause a new report to be prepared which shall be entered into the personnel file as the official report. The official report shall bear the City Manager's signature. The decision of the City Manager shall be final.

- B. Performance pay increases are subject to annual review and if the employee's performance no longer warrants such an increase, it may be discontinued subject to the right of appeal in accordance with procedures found in the City of Oakdale Merit System Rules and Regulations.

Section 2.06 Discipline/Grievance Arbitration

Disciplinary Action:

Definition

As used in this section, "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation, or suspension.

Causes of Disciplinary Action:

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a. Fraud in securing appointment
- b. Inexcusable neglect of duty
- c. Insubordination

-
- d. Dishonesty
 - e. Violation of the City's Drug and Alcohol Policy
 - f. Intemperance
 - g. Conviction of a felony or conviction of a misdemeanor involving moral turpitude
 - h. Immorality
 - i. Unauthorized absence without leave
 - j. Discourteous treatment of the public or other employees
 - k. Improper political activities as defined by State law
 - l. Violation of safety procedures
 - m. Misuse of City property
 - n. Violation of any of the provisions of these working rules and regulations or written departmental rules and regulations
 - o. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City
 - p. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with City employment

Notice, Service, Contents:

The City Manager or any department head may take disciplinary action against an employee under his supervision for one or more of the causes for discipline as specified above.

Discharges, demotions, reductions in salary, or any suspension from duty without pay shall require a written notice served on the employee and filed with the City Manager's office not less than five (5) days prior to the date of the proposed action. The notice may be served upon the employee either personally or by certified mail and shall include the following:

- a. A statement of the nature of the disciplinary action
- b. The effective date of the action
- c. A statement of the causes therefore
- d. A statement in ordinary and concise language of the act or commissions upon which the causes are based
- e. A statement advising the employee of his right to a hearing to discuss the proposed action
- f. A copy of all the materials considered in proposing the action

Right to Appeal: Form

- A. A regular employee shall have the right to appeal the disciplinary action to the City Manager. Such appeal must be filed with the City Manager within five (5) working days after the receipt of written Skelly Hearing findings and notice of such disciplinary action. Failure to file an appeal within such period shall constitute a waiver of the right of appeal. The appeal request must be in writing and must state specifically the reasons upon which it is based.

The City Manager shall meet with the employee and the employee's representative (if any) and conduct an investigation of the facts and issues related to the proposed action. The City Manager shall issue a decision within fifteen (15) working days after completing the investigation.

- B. If the employee is not satisfied with the decision of the City Manager, an appeal may be filed for arbitration, provided that written reprimands shall not be appealed beyond the decision of the City

Manager. Such appeal must be filed in writing within ten (10) days of receipt of the City Manager's decision.

An employee may submit disciplinary actions to an arbitrator selected in the following manner: a list of seven (7) arbitrators shall be requested from the California Department of Mediation and Conciliation. The City and employee or representative shall select an arbitrator from the list.

The arbitrator shall be chosen by the alternative strike method, with the first choice being determined by lot.

The parties may as an alternate method come to agreement on an arbitrator and choose not to use the California Department of Mediation and Conciliation. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own representation, including preparation and post hearing briefs, if any.

Hearing

The hearing shall be held in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The arbitrator may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

The hearing shall be informal and the hearing official shall not be bound by the rules of evidence governing trial procedure in State Courts. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing other evidence; however, it shall not be deemed sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

In arriving at a decision, the arbitrator may consider any prior disciplinary action including any relevant letters of reprimand. The arbitrator shall make an official decision either affirming, modifying, or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or by reference thereto. A copy of the written decision of the hearing official shall be transmitted to the City Manager and the appellant. A copy of the decision shall be placed in the employee's personnel file.

Burden of Proof: The burden of proof shall be on the Department Head issuing the disciplinary order. The quantum of proof required to sustain such action shall be a preponderance of the evidence.

Disciplinary Action: Examination under Evidence Code: At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness without extenuating circumstances shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

Affirmations or Revocation of Action: The arbitrator may affirm or revoke the action taken by the

Department Head or may modify such action to a less severe punishment. The arbitrator may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may be specified. If the arbitrator revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to the City service in accordance with the Order of the arbitrator.

Use of Competent Recorder: The arbitrator may direct the Human Resources Office to arrange for a competent reporter to record the proceedings at the hearing if, in the opinion of the arbitrator, such a record is necessary. Any person may purchase all or part of the record provided the request therefore is made within ninety (90) calendar days of the date of service of the final decision on the employee, provided, however, that only the employee, or the City Manager shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the City Manager, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

Grievance Procedure

Purpose: It is the purpose of this procedure to provide a simplified and definite method for Unit employees to resolve grievances they may have in their employment relationships with the City of Oakdale. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the City as is possible without unnecessarily disrupting City functions or services. This procedure shall be liberally construed to effectuate its purpose and shall be viewed by all as a means to enhance the function of the City in providing services to the general public. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.

Definition of Grievance: A grievance is a disagreement between City management and an employee, group of employees, or OPOA concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding or established written rules or regulations governing personnel practices.

Time Limitations and Notification: Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved.

A formal grievance may be entertained or advanced to any step if the parties jointly so agree, provided that only OPOA or a designated representative may initiate the Fourth Step of this procedure.

For purposes of this procedure, notification to a party may be given either personally, telephonically, or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service.

Use of City Time: Reasonable City time, subject to the discretion of the Department Head, may be used

in the preparation of a written or oral grievance. City time may be use for the procedure set forth below.

Steps in the Grievance Procedure: No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. However, under no circumstances will a grievance be processed if the events in the grievance are based on events ninety (90) calendar days or more old as of the written submission.

A. First Step: Informal Grievance Procedure

Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with the lowest level supervisor. This step shall not require a written grievance. Within seven (7) calendar days, the individual so designated shall render a decision. If the grievant is not satisfied with the decision, the grievant may, not later than seven (7) calendar days, submit the grievance to the next step.

B. Second Step: Formal Grievance Procedure – Department Head Review

If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing to the Department Head. The written grievance shall provide a detailed statement of the grievance, including dates, names, places, applicable MOU article(s) or personnel practices, and the specific remedy requested.

C. Third Step: Formal Grievance Procedure – City Manager Review

If a mutually acceptable solution has not been reached in Step 2, only OPOA or designated representative may submit the written grievance to the City Manager. The written grievance shall provide a detailed statement of the grievance, applicable MOU article(s) or personnel practice(s), and the specific remedy requested.

D. Fourth Step:

If a mutually acceptable solution has not been reached in Step 3, the employee, OPOA or designated representative may request to the City Manager that the grievance be submitted to an arbitrator. An arbitrator from the California Department of Mediation and Conciliation (CDMC) shall be chosen from a list of seven (7) arbitrators supplied by the CDMC.

The hearing shall be governed by the Voluntary Labor of Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The parties may, as an alternate method, come to agreement on an arbitrator and chose not to use the California Department of Mediation and Conciliation. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own representation, including preparation and post hearing briefs, if any. The decision of the arbitrator shall be final and binding on all parties.

Section 2.07 In Lieu of Suspension

By mutual agreement between the Chief or designee and the affected member, a member suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation hours equal to the number of hours of suspension in lieu of the suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the appropriate amount of forfeited hours.

Section 2.08 Layoff

In the event of a layoff, employees shall be laid off on the basis of the administrative needs of the City within each department. Consideration shall be given to the current seniority of involved persons, their merit, and the operational needs of the department for special occupational skills. Employees shall be called back from layoff on the basis of seniority, merit, and special job skills required by operational needs within his/her department. An employee on layoff status shall accept or refuse an opening within seven (7) working days of notification. A refusal shall constitute voluntary termination.

ARTICLE III – BENEFITS AND LEAVES

Section 3.01 Sick Leave

Sick leave shall not be considered a privilege which an employee may use at his/her own discretion but shall be granted only upon the recommendation of the Department Head. Sick leave shall be allowed and used only in the case of necessity, actual personal sickness or disability, medical, or dental treatment.

Section 3.01.1 Kin Care

In accordance with the California Labor Code, Section 233, employees may use **up to half of their annually accrued sick leave benefits** to care for a sick family member, including a child, parent, spouse, or registered domestic partner.

Section 3.02 Sick Leave Accumulation

Sick leave shall be accrued at the rate of eight (8) hours per month for City employees. There shall be no limit to the amount of sick leave that may be accrued. Time off and time accrued shall be based on 2080 hours worked for the year.

Section 3.03 Annual Sick Leave Conversion Plan

Any employee who has not taken more than 36 hours of sick leave during the twelve (12) month period

beginning the first pay period in July and ending the second pay period in June of each year shall be entitled to convert up to 36 hours of unused sick leave to pay. If the employee chooses leave with pay, the 36 hours must be taken in the following twelve (12) month period (July to June) or the leave will be subject to forfeiture.

For non-sworn members represented by the Association, the first 15 days of sick leave, resulting from an industrial (on the job) injury, will not apply towards the usage limitation. This follows expiration of 30 days injury leave.

Section 3.04 Vacation Accrual

Vacation accrual in excess of the maximum accrual of two years annual leave shall be removed from the employee's vacation leave balance. Thereafter, vacation accrual will cease for the employee at attainment of the two-year accumulation limit. Once the balance has been reduced to a level below the two-year accumulation limit, accrual shall be reinstated. Employees on industrial leave shall continue to accrue vacation in excess of the two-year limit during the period of their disability. The City will allow a 30-day extension if the employee is unable to take his vacation because of the needs of the City.

Section 3.04.5 Cash Payment Option for Vacation

An employee who has reached their maximum balance for vacation time may elect to receive cash payment for up to a maximum of thirty (30) hours of accumulated vacation hours, semi-annually (a total of twice a year) except during a fiscal emergency declared by City Council resolution.

Section 3.05 Vacation Leave

Full-time employees employed by the City of Oakdale for one year or more shall earn paid vacation as follows:

1 through 3 years:	80 hours per year
4 through 8 years:	120 hours per year
9 through 15 years:	144 hours per year
16 or more years:	160 hours per year plus 8 hours for every year of service past 20 years to a maximum of 200 hours per year.

Vacation leave schedules for police personnel shall be a matter of departmental policy.

Section 3.06 Holiday Time (taken from the City Merit Rules – Section 511)

The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided below:

1. January 1st
2. Third Monday in January
3. Third Monday in February

4. Last Monday in May
5. July 4th
6. Labor Day
7. November 11th
8. Thanksgiving Day
9. The day after Thanksgiving Day
10. December 25
11. Good Friday
12. A "floating" holiday

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.

Members of the Police Department who are required to be on duty for the holiday shall be given compensatory time off in lieu of holidays in the same number of hours as is commensurate with the holiday time hereby granted to other employees.

Association members will be allowed to cash out up to sixty (60) hours of accrued Holiday time on December 1st of each year. The number of hours, up to sixty (60) hours, cashed out will be at the discretion of the individual Association member.

Section 3.07 Bereavement Leave

Up to three (3) days bereavement leave may be granted a regular employee by the head of his department in the event of death in the employee's family. For the purposes of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a close relative residing in the household of the employee. All leave in excess of three (3) days will be charged against the employee's sick leave balance. Requests for leave in excess of three (3) days for this purpose shall be subject to approval of the City Manager.

ARTICLE IV – COMPENSATION AND HOURS

Section 4.01 Salary

Members of this bargaining unit will receive a salary adjustment effective the first full pay period after each of the following dates:

FY 2021-2022

3% COLA – July 1, 2021
2% LEPA – July 1, 2021
5% LEPA – December 1, 2021

FY 2022-2023

3% COLA – July 1, 2022
2% LEPA – July 1, 2022

FY 2023-2024

3% COLA – July 1, 2023

COLA stands for Cost of Living Adjustment and LEPA stands for Law Enforcement Pay Adjustment. The salary tables for members of this bargaining unit are included in Exhibit A.

Section 4.02 Overtime

The City shall compensate all authorized overtime worked in increments equal to the closest ¼ hour of overtime worked. No overtime may be worked without the prior approval of the employee's immediate supervisor or a supervisor assuming that role. All overtime shall be documented on a request for overtime form and signed by the authorizing supervisor.

Overtime under this MOU shall be hours worked outside an employee's regular work schedule without regard to time actually worked any day or given time period.

Section 4.03 Compensatory Time Reimbursement Plan

No employee may accrue more than 100 hours of compensatory time. Employee shall receive paid overtime for all hours worked in excess of 100 hours provided, however, that it is not the intent of the City to buy back overtime currently accrued in excess of 100 hours.

Section 4.04 Call Back

An employee recalled to work outside and not continuous with regularly scheduled hours shall be paid a minimum of three hours at a rate of one and one-half times the employee's regular straight time rate of pay.

Section 4.04.1 On Call/ Standby Detective

Officers assigned to standby status as an on-call Detective may not consume alcoholic beverages and must otherwise maintain fitness for duty at all times while on standby. Officers assigned to standby duties must carry a City cell phone and respond within fifteen (15) minutes to calls or voice messages. Officers assigned to standby duties shall be compensated with two (2) hours of straight time pay for each day of standby.

Section 4.04.2 On Call/ Standby Dispatch:

Dispatchers assigned to standby status as an on-call Dispatcher may not consume alcoholic beverages and must otherwise maintain fitness for duty at all times while on standby. Dispatchers assigned to standby duties must carry a City cell phone and respond within fifteen (15) minutes to calls or voice messages. Dispatchers assigned to standby duties shall be compensated with two (2) hours of straight time pay for each day of standby.

Section 4.05 Off-Duty Home Contact

Members contacted by an authorized police department representative shall be compensated at the applicable hourly rate, to the nearest $\frac{1}{4}$ hour, provided that the call is not the result of a member's failure to complete an assigned task during their normal duty hours. In no event shall the member be paid for a phone contact lasting less than five (5) minutes. Upon returning to work, the member requesting the phone contact compensation shall complete a request for compensation and have the supervisor authorizing or making the contact in question sign and approve the request.

Section 4.06 Vacation Overtime

Double compensation is prohibited. Employees shall not work for the City during their vacation.

Section 4.07 Court Overtime

Overtime shall be compensated at time and one-half for time spent in court if such appearance is immediately following a regular work shift, or if such appearance is set within one hour's time of the beginning of a regular work shift.

A minimum of four (4) overtime hours shall be recorded for any such appearance prior to 12:00 p.m. for required court and related time at the Police Department immediately prior to or following an appearance.

A separate minimum of four (4) overtime hours shall be recorded for any such appearance after 1:00 p.m. for required court and related time at the Police Department immediately prior to or following an appearance.

Stand-by time for court duty shall be compensated at three hours straight time for any time prior to 12:00

p.m. and an additional 3 hours straight time for any time after 1:00 p.m. on the employee's regular day off, effective January 1, 1997. Response time for employees on standby shall be 2 hours. Standby shall be limited to 1 day per week unless additional days are specifically approved by the Chief or his designee.

The Department will make pagers available to employees assigned to standby.

Section 4.08 Overtime for Lunch

Police dispatchers who are assigned to work more than six (6) hours in a shift shall receive one (1) 30 minute meal break and two (2) fifteen minute breaks (one during the first half of their assigned watch and one during the last half of their assigned watch). The Police Department will make every effort to schedule the aforementioned breaks; however, should circumstances prevent a police dispatcher from taking two (2) fifteen minute breaks and/or a 30 minute meal break during their assigned work shift, the dispatcher shall be compensated at 1 ½ times the amount of time not granted but in no case more than one (1) hour at 1 ½ their hourly rate of pay.

Dispatchers not receiving their allotted breaks during a specific work shift shall complete a request for overtime and have the request approved by the on-duty supervisor.

In no case shall a dispatcher receive overtime for breaks that the dispatcher was offered but declined to take.

Section 4.09 Sick Leave Reimbursement

Accumulation/Compensation. There is no limit to the total of sick leave that can be accrued.

An employee retiring or terminating employment after one year of service shall be compensated for 15% of the employee's unused accrued sick leave at the employee's current rate of pay; after six years of service, the percentage increases to 20%; and after eleven years of service, the percentage increases to 25% and 1% for every year thereafter. The maximum number of unused accrued sick leave hours for which an employee may be compensated is 400 hours.

Section 4.10 Uniform Allowance

All employees shall receive a uniform allowance as indicated below. Employees will receive their uniform allowance in one installment no later than the third Friday in July each year.

<u>Sworn</u>	<u>Non-Sworn</u>
\$900	\$700

ARTICLE V – INCENTIVES AND SPECIALTY PAY

Section 5.01 Education Incentive

Each employee is entitled to receive a maximum of 15% Education Incentive benefit. Not more than 7.5% for academic degrees and not more than 7.5% for POST Certificates. To be eligible for the educational incentive, an employee must have completed their probationary period. Any employee, who is on probation as a result of a promotion, shall be eligible for the appropriate incentive during the promotional, probationary period.

AA/AS or equivalent	2.5%
BA/BS degree	7.5%
POST Intermediate Certificate	2.5%
POST Advanced Certificate	7.5%

In order to determine education equivalent to an AA degree, the employee must provide transcripts supporting 60 semester units of education from an academic establishment accredited by the State of California. The 60 units must be academic units relating to studies that are liberal or classical rather than technical or vocational.

Incentives will have a 15% cap for all members of the association (including POST certification and education).

Section 5.02 K-9 Pay

Authorized K-9 handlers shall receive 16 hours straight time compensatory time off per month as compensation for training and K-9 care.

Section 5.03 Field Training Officer

Police Officers who are assigned as Field Training Officers (FTO) will continue to receive a 5% pay incentive while training a new officer. The City will not pay officers 5% every time they work with a junior officer. The 5% pay incentive is only for a predetermined period of time, such as two (2) weeks or a month, and the trainer must be a certified FTO and recognized as such by the department. The FTO SAC will coordinate training schedule. The schedule must be approved by the Police Chief or his/her designee.

Section 5.04 Bi-Lingual Pay

Employees who meet minimum standards of competency in Spanish or Portuguese shall be paid an additional 2.5% on their base pay provided they maintain their second language speaking competency.

Section 5.05 Specialty Assignment Pay

Sworn members of this unit working under the following special assignments shall be paid an additional 2.5% on their base pay during the term of the assignment.

- A. Administrative Sergeant
- B. Detective Sergeant
- C. Detective
- D. Traffic Officer
- E. School Resource Officer

Section 5.06 Training Pay

ACO and Dispatchers who act as a Field Training Officer/Communications Training Officer will receive 5% while training a new employee. The City will not pay 5% every time they work with a trainee. The 5% pay incentive is only for a predetermined period of time. This training will be scheduled by the FTO SAC. The scheduled training must be approved by the Police Chief or his/her designee.

Dispatchers who are assigned to perform the work of office Supervisor for a period of 40 hours or more shall be paid a salary differential increase of 5% during the period so assigned. Such work duties shall include, but are not necessarily limited to, training, grievance, administration, and scheduling of dispatcher work.

Section 5.07 Graveyard Shift Differential

Officers assigned to a graveyard shift for at least two weeks will receive 2.5% shift differential pay.

Section 5.08 American Recovery Plan Act Payments

ARPA Payment #1 – OPOA employees will receive a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the first payment of ARPA Funds. Funds are expected sometime during the summer of 2021.

ARPA Payment #2 – OPOA employees will receive a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the second payment of ARPA Funds. Funds are expected sometime during the summer of 2022.

To be eligible for these funds individuals must have worked for the City of Oakdale during the COVID-19 pandemic and were hired prior to May 25, 2021.

ARTICLE VI – INSURANCE

Section 6.01 Health Insurance

The City will pay the cost of medical, dental, vision, and prescription insurance for the employee and dependents to a maximum of \$980.00 month plus one half of any cost in excess of \$1050.00. City will make available a flexible spending plan under Section 125 for members to pay excess premium costs with pre-tax income.

Section 6.01.01 Health Insurance Opt-Out

Employees who opt-out of the City provided health plans shall be entitled to up to 50% of the nine hundred and eighty (\$980) monthly city contribution. Employees who opt-out will be reimbursed the week following the first full pay period day in December. Reimbursements will be calculated for the previous twelve (12) calendar months. Employees will receive the reimbursement by way of a separate check.

Section 6.02 Life Insurance

The City shall provide and pay for a \$20,000 group term life insurance policy for members of this bargaining unit.

Section 6.03 Long-Term Disability

The City shall pay \$19.50 per month per employee toward the cost of a long-term disability plan. Payment will be made to the employee and subtracted from the employee's paycheck as a payroll deduction subject to tax withholding.

Section 6.04 Unemployment Insurance

The City shall provide unemployment insurance for all full-time employees.

Section 6.05 Deferred Compensation

The City will continue to provide the opportunity for employees to participate in a deferred compensation plan.

ARTICLE VII – SAFETY AND HEALTH

Section 7.01 Safety and Health

The City shall make provisions for the safety and health of its employees during the hours of their employment to properly safeguard the health of the employees and protect them from injury. If an employee is injured on the job and is released by a doctor for light duty, the City shall attempt to find light duty for the employee.

Section 7.02 Annual Physical

The city agrees to pay \$200 toward the cost of the employee's annual physical. Employees may select a physician of their choice.

Section 7.03 Physical Fitness and Work Schedule

The City agrees to implement a physical fitness program for sworn members of this unit using standards from the P.O.S.T. Physical Fitness Plan annexed hereto and incorporated. Employees who meet the minimum standards shall receive pay awards as follows:

Bronze	1%
Silver	2%
Gold	3%

Testing shall occur in October and May of each year and incentive paid in December and June equal to the percent achieved times the previous six months pay.

It is understood that one of the purposes of this program is to help the City to control worker's compensation costs.

It is further understood that should the City fail to achieve cost savings as a result of this program, it is the City's intention to discontinue the program at the termination of this agreement.

Section 7.04 Hepatitis B Inoculation

The City agrees to pay for the cost of Hepatitis B inoculations for all members of the bargaining unit.

Section 7.05 Stress

The City will implement a stress evaluation/counseling program utilizing its health insurance plan and, funds permitting, supplemented by a program administered by the Stanislaus County Department of Mental Health.

ARTICLE VIII - RETIREMENT

Section 8.01 Retirement

The City shall participate in the Public Employees' Retirement System (PERS).

The Sworn members of the association will pay 9% pretax towards the employee's 9% beginning the first pay period following City Council approval.

The Non-Sworn members of the association will pay 8% pretax towards the employee's 8% beginning the first pay period following City Council approval of this agreement.

The City shall report the employee share of the PERS payment as additional compensation to the effect of increasing the employee final pay for retirement purposes.

Per PERS Sections 20024.2, 21263/21263.1, 21298, and 20499 the City shall provide one year final compensation, post-retirement survivor allowance, increased non-industrial disability allowance, and an unmodified PERS benefits and social security coverage. It is further understood that those employees who voted for the 1959 Survivor Benefit (with increased value) will contribute \$2.00 per month for that benefit per California Government Code Sections 21380-21387.

The City shall provide enhanced benefits by the inclusion of Section 20862.8 of the PERS Optional Benefits Listing. This benefit permits the conversion of unused sick leave, upon retirement, to service credit at the rate of .004 years of service credit for each day of sick leave converted.

The employee may use all or a portion of his/her unused sick leave for this purpose. Section 610 of the Oakdale Merit System Rules and Regulations shall apply if an employee chooses to be compensated for sick leave reimbursement.

The City shall provide a military service credit purchase option.

All new hires will have a retirement formula based on the provisions found in the Public Employees' Pension Reform Act of 2013 (PEPRA)

Section 8.02 Retiree Health Benefits

Effective January 1, 2007, the City will provide an ICMA Retiree Health Savings Plan.

Section 8.03 Sick Leave Conversion Upon Retirement

Upon retirement with 10 years of service with the City of Oakdale, employees may elect to convert 50% of the value of accrued sick leave benefits to health insurance premium costs for a City approved health plan. The remaining 50% of accrued sick leave shall be applied to the PERS optional retirement benefit (Section 20862.8).

In the event of death of a retired employee, beneficiary shall be paid according to the optional sick leave

pay off formula less the cost of health premiums paid on account of the employee.

Employees retiring for service related disability shall not be subject to the 10 years in service restriction.

Section 8.04 Social Security

Employees in this bargaining unit do not participate in the Social Security program.

ARTICLE IX – EDUCATION AND TRAINING

Section 9.01 POST Per Diem Allowance

Any employee assigned to attend a POST certified training course or any other department authorized training course, school, seminar, or conference shall receive the POST per diem rate.

Upon approval of a Chief or designee, any employee who uses their personal vehicle to attend any Post certified training course or any other departmental authorized training course, school, seminar, or conference shall receive the POST mileage allowance set forth in the current POST Administrative Manual.

Should the school or conference attended include a scheduled meal as part of the tuition, the amount of the meal shall be deducted from the per diem allowance. It is understood that per diem funds shall not be used to purchase alcoholic beverages.

When employees are traveling for the purposes of official police business, they shall also be accommodated with the POST per diem meal rate. Receipts are not required in either instance.

Section 9.02 Tuition Reimbursement Plan

The City will reimburse employees of this bargaining unit 50% of tuition and book expenses up to \$350 per fiscal year.

ARTICLE X – MISCELLANEOUS ITEMS

Section 10.01 Shift Schedules

The City and Association agree to continue to discuss beneficial shift schedule options, including the 4-10 plan.

Section 10.02 OPOA Time Bank

The City shall create and administer an “OPOA Time Bank” by reducing each member’s monthly vacation leave accrual by .5 hours a month on a semi-annual basis until the “Time Bank” reaches an accumulation of 300 hours. Hours credited to this bank shall be done at the hourly pay rate of the contributing member. Hours used shall be deducted at the hourly rate and time used by the consuming member. Use of the “Time Bank” shall be limited to the POA President or is/her designee and may only be used for official association business: i.e. Board meetings, meetings with the Chief of Police, or PORAC training. “Time Bank” may not be used for charitable activities. The department shall not be required to grant time off for Association business if it will require the position to be filled with overtime.

Section 10.03 Critical Incident Debriefing Policy

Purpose:

The purpose of implementing an administrative procedure is to ensure all officers, acting within course and scope of their employment on or off duty, that have been involved in a critical incident are treated equally and with respect in a manner conducive to emotional well-being. This procedure is not intended to infringe upon any criminal investigative procedures involving such critical incident but to eliminate needless rumors due to treatment given to one officer versus another.

Definition:

Critical incident is hereby defined, but not limited to, circumstances which have occurred involving an officer's action resulting in moderate to major injury, including death, or another person.

Procedure:

The following procedure shall be followed uniformly unless extenuating circumstances demand modification.

- A. Once an officer has been involved in a critical incident he/she shall:
 - a. Immediately notify his/her supervisor.
 - b. Secure the scene.
 - c. Notify and direct any assistance deemed necessary.

- B. The officer shall advise the first supervisor on scene of:
 - a. Location of involved parties.
 - b. Identify perimeter of scene.
 - c. Identify all known evidence.
 - d. Advise of any suspect information.
 - e. If weapon is used, it shall be holstered and delivered to investigations at the department.

- C. The supervisor on scene shall:
 - a. Take command of the scene, relieving the involved officer(s).
 - b. Not interview the involved officer(s) other than described above.
 - c. Assign someone to drive the involved officer(s) to the department building. Note: Under no circumstances should the involved officer(s) to be transported in a secured arrangement, such as the rear seat of a patrol unit.
 - d. If weapons have been used, ensure that officer(s) has holstered his/her weapon.

- D. Supervisory Responsibilities:
 - a. The officer's personal needs shall be attended to, including allowing the use of a telephone with privacy.
 - b. A peer, if possible at the choice of the involved officer(s), shall be assigned to accompany and assist the involved officer(s) as deemed necessary.
 - c. The involved officer(s) and peer shall be isolated from other personnel in general.
 - d. The involved officer(s) shall be advised of his/her right to representation.
 - e. If the officer's weapon is taken as evidence, the department shall immediately replace the weapon with another similar weapon.
 - f. Notification of the involved officer's family should be done by the involved officer as soon

as possible. However, if the involved officer has been injured or incapable of making such notification, the department shall make every attempt to make notification in person as soon as possible.

- g. The department psychologist shall be notified for psychological debriefing. This debriefing shall not be considered a “fit for duty” evaluation and will be held in strict confidence by the psychologist as privileged information. Officers who appear to be coping well after a critical incident may experience psychological symptoms later on, and they should be prepared to recognize and deal with these symptoms.
- h. The officer(s) shall be placed on administrative leave for the remainder of their respective work week. The Chief of Police may extend this leave if deemed necessary.

ARTICLE XI - TERMS AND CONDITIONS

Section 11.01 Duration

The terms of this Memorandum of Understanding shall become effective July 1, 2018, and continue in effect until June 30, 2022, unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this agreement.

Section 11.02 Conflicts

This Memorandum of Understanding shall govern in all conflicts between this agreement and any other related City documents except where demonstrated conflict exists with State or Federal law.

Section 11.03 Matters Affecting Wages, Etc.

It is mutually understood that all matters affecting wages, hours, and other terms and conditions of employment proposed or intended for modification through City ordinance, resolution, or by any similar vehicle causing same shall be submitted to the Oakdale Police Officer’s Association for their concurrence pursuant to Government Code Sections 3500 through 3511.

For the City of Oakdale

Date _____ Signature _____
Bryan Whitemyer, City Manager
City of Oakdale

**For Operating Engineers Local Union No. 3
Of the International Union of Operating Engineers, AFL-CIO**

Allen Dunbar
OE3 Representative

Date

Andrew Stever
President

Date

Gary Vanderheiden
Vice President

Date

Tyson McMahon
Secretary

Date

Blake Escobar
Sergeant at Arms

Date

EXHIBIT A

Effective July 1, 2021
3% COLA and 2% LEPA

COLA 3% and LEPA 2%											
Bargaining Group: Police Officers' Association											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
Monthly						Hourly					
<i>Non-Sworn</i>											
Community Services Officer	302	3,381.27	3,532.75	3,692.13	3,859.42	4,032.86	19.51	20.38	21.30	22.27	23.27
Police Clerk I	306	2,870.20	2,999.28	3,136.27	3,277.21	3,432.65	16.56	17.30	18.09	18.91	19.80
Police Clerk II	307	3,277.21	3,432.65	3,590.71	3,756.67	3,927.91	18.91	19.80	20.72	21.67	22.66
Public Safety Dispatcher/Clerk	330	3,991.14	4,178.18	4,382.35	4,583.88	4,797.27	23.03	24.10	25.28	26.45	27.68
Animal Control Officer	332	4,010.90	4,207.15	4,400.79	4,604.96	4,827.57	23.14	24.27	25.39	26.57	27.85
Supervising Public Safety Dispatcher/Clerk	334	4,892.10	5,125.25	5,366.30	5,621.84	5,895.82	28.22	29.57	30.96	32.43	34.01
<i>Sworn</i>											
Police Officer I	239	5,213.51	5,457.19	5,724.59	5,995.92	6,281.76	30.08	31.48	33.03	34.59	36.24
Police Officer II	242	5,523.05	5,781.22	6,074.96	6,377.91	6,695.36	31.86	33.35	35.05	36.80	38.63
Police Sergeant	246	6,354.20	6,670.33	7,003.59	7,352.65	7,720.15	36.66	38.48	40.41	42.42	44.54

Effective December 1, 2021
5% LEPA

LEPA 5%											
Bargaining Group: Police Officers' Association											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
Monthly						Hourly					
<i>Non-Sworn</i>											
Community Services Officer	302	3,550.34	3,709.38	3,876.73	4,052.39	4,234.50	20.48	21.40	22.37	23.38	24.43
Police Clerk I	306	3,013.71	3,149.25	3,293.08	3,441.07	3,604.28	17.39	18.17	19.00	19.85	20.79
Police Clerk II	307	3,441.07	3,604.28	3,770.25	3,944.51	4,124.30	19.85	20.79	21.75	22.76	23.79
Public Safety Dispatcher/Clerk	330	4,190.69	4,387.09	4,601.47	4,813.07	5,037.13	24.18	25.31	26.55	27.77	29.06
Animal Control Officer	332	4,211.45	4,417.51	4,620.83	4,835.21	5,068.95	24.30	25.49	26.66	27.90	29.24
Supervising Public Safety Dispatcher/Clerk	334	5,136.71	5,381.51	5,634.61	5,902.93	6,190.62	29.63	31.05	32.51	34.06	35.72
<i>Sworn</i>											
Police Officer I	239	5,474.18	5,730.04	6,010.82	6,295.72	6,595.85	31.58	33.06	34.68	36.32	38.05
Police Officer II	242	5,799.20	6,070.28	6,378.70	6,696.81	7,030.13	33.46	35.02	36.80	38.64	40.56
Police Sergeant	246	6,671.91	7,003.85	7,353.77	7,720.28	8,106.16	38.49	40.41	42.43	44.54	46.77

Effective July 1, 2022
3% COLA and 2% LEPA

COLA 3% and LEPA 2%											
Bargaining Group: Police Officers' Association											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
Monthly						Hourly					
<i>Non-Sworn</i>											
Community Services Officer	302	3,727.86	3,894.85	4,070.57	4,255.01	4,446.22	21.51	22.47	23.48	24.55	25.65
Police Clerk I	306	3,164.39	3,306.71	3,457.74	3,613.13	3,784.49	18.26	19.08	19.95	20.84	21.83
Police Clerk II	307	3,613.13	3,784.49	3,958.76	4,141.73	4,330.52	20.84	21.83	22.84	23.89	24.98
Public Safety Dispatcher/Clerk	330	4,400.23	4,606.44	4,831.54	5,053.73	5,288.99	25.39	26.58	27.87	29.16	30.51
Animal Control Officer	332	4,422.02	4,638.39	4,851.87	5,076.97	5,322.40	25.51	26.76	27.99	29.29	30.71
Supervising Public Safety Dispatcher/Clerk	334	5,393.54	5,650.59	5,916.34	6,198.08	6,500.15	31.12	32.60	34.13	35.76	37.50
<i>Sworn</i>											
Police Officer I	239	5,747.89	6,016.55	6,311.36	6,610.51	6,925.64	33.16	34.71	36.41	38.14	39.96
Police Officer II	242	6,089.16	6,373.80	6,697.64	7,031.65	7,381.63	35.13	36.77	38.64	40.57	42.59
Police Sergeant	246	7,005.51	7,354.04	7,721.46	8,106.29	8,511.47	40.42	42.43	44.55	46.77	49.10

Effective July 1, 2023
3% COLA

COLA 3%											
Bargaining Group: Police Officers' Association											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
Monthly						Hourly					
<i>Non-Sworn</i>											
Community Services Officer	302	3,914.25	4,089.60	4,274.10	4,467.76	4,668.53	22.58	23.59	24.66	25.78	26.93
Police Clerk I	306	3,322.61	3,472.05	3,630.62	3,793.78	3,973.72	19.17	20.03	20.95	21.89	22.93
Police Clerk II	307	3,793.78	3,973.72	4,156.70	4,348.82	4,547.05	21.89	22.93	23.98	25.09	26.23
Public Safety Dispatcher/Clerk	330	4,620.24	4,836.76	5,073.12	5,306.42	5,553.44	26.66	27.90	29.27	30.61	32.04
Animal Control Officer	332	4,643.12	4,870.31	5,094.46	5,330.82	5,588.52	26.79	28.10	29.39	30.75	32.24
Supervising Public Safety Dispatcher/Clerk	334	5,663.22	5,933.12	6,212.16	6,507.99	6,825.15	32.67	34.23	35.84	37.55	39.38
<i>Sworn</i>											
Police Officer I	239	6,035.29	6,317.37	6,626.93	6,941.03	7,271.92	34.82	36.45	38.23	40.04	41.95
Police Officer II	242	6,393.62	6,692.49	7,032.52	7,383.23	7,750.72	36.89	38.61	40.57	42.60	44.72
Police Sergeant	246	7,355.78	7,721.74	8,107.54	8,511.61	8,937.04	42.44	44.55	46.77	49.11	51.56



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-XX

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING THE MEMORANDUM OF UNDESTANDING BETWEEN THE CITY OF
OAKDALE AND THE OAKDALE MISCELLANEOUS EMPLOYEES BARGAINING UNIT FOR
FISCAL YEARS 2021-2022 THROUGH 2023-2024 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING**

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

WHEREAS, the attached Memorandum of Understanding (MOU) between the City of Oakdale and the Oakdale Miscellaneous Employees Bargaining Unit covering the term for Fiscal Years 2021-2022 through 2023-2024 is hereby accepted and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the **CITY OF OAKDALE CITY COUNCIL** hereby authorizes and directs the City Manager to execute said MOU on behalf of the City of Oakdale.

THE FOREGOING RESOLUTION IS HEREBY PASSED AND ADOPTED THIS 7th DAY OF June, 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze Roberts
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OAKDALE, CALIFORNIA, HEREINAFTER KNOWN AS "CITY",

AND

OAKDALE MISCELLANEOUS EMPLOYEE BARGAINING UNIT (OMEPU),
HEREINAFTER KNOWN AS "BARGAINING UNIT"**

ARTICLE I - GENERAL

Section 1.00 Term of Agreement

This Memorandum of Understanding (MOU) shall be in force and effect for a three (3) year period commencing July 1, 2021 through June 30, 2024.

Section 1.01 Intent and Purpose

It is the intent and purpose of this Memorandum of Understanding to set forth the understanding of the parties regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employment between employees represented by the Miscellaneous Employee Bargaining Unit and the City.

Section 1.02 Recognition

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, Oakdale Miscellaneous Employee' Bargaining Unit Bargaining Unit is formally recognized as the duly authorized representative of all job classifications with the exception of management/confidential employees, police, and contract employees.

Section 1.03 Scope of Meeting and Conferring

The scope of representation shall include, but not be limited to, wages, hours, and other items and conditions of employment. Notwithstanding the foregoing, nothing is intended to circumscribe or modify the exclusive management rights of the City of Oakdale in accordance with applicable laws and the Merit System Rules and Regulations.

Section 1.04 Continuation

The purpose of this MOU is to describe the salary and benefits offered to employees of this bargaining unit. This MOU supersedes and replaces all previous MOU's and side-letters.

Section 1.05 Constitutionality

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Memorandum of Understanding.

Section 1.06 Dues Deduction

Employees represented by the Bargaining Unit may authorize Bargaining Unit or Union dues deduction or cancellation upon written notice to the Finance Department of the City.

Dues withheld by the City shall be transmitted to the officer designated in writing by the Bargaining Unit or Union as the person authorized to receive such funds at the address specified.

The Bargaining Unit or Union, upon receipt of the dues deducted, shall indemnify, defend, and hold the City of Oakdale harmless against any claims made and against any suit instituted against the City of Oakdale on account of check-off or employee Bargaining Unit or Union dues. In addition, the Bargaining Unit or Union shall refund to the City of Oakdale any amounts paid to it in error upon presentation of supporting evidence.

The City shall continue the “Fair Share Fee” program described in the 2006-2007 MOU.

Section 1.07 No Strike Clause

Employees represented by the Bargaining Unit or Union shall not engage in any strike, sit down, slowdown, or work stoppage during the life of this Memorandum of Understanding.

ARTICLE II – BENEFITS AND LEAVES

Section 2.01 Salary

All members of the bargaining unit will receive a salary adjustment the first pay period following each of the below dates.

3% COLA – July 1, 2021

3% COLA – July 1, 2022

3% COLA – July 1, 2023

The salary table for members of this bargaining unit is included in Exhibit A.

Section 2.02 Health Insurance

The City will pay the cost of medical, dental, vision, and prescription insurance for employee and dependents to a maximum of nine hundred eighty dollars (\$980) per month, plus fifty percent (50%) of any increase in excess of one thousand fifty dollars (\$1050) per month.

Section 2.03 Health Insurance Opt-Out

Employees who opt-out of the City provided health plans shall be entitled to up to 50% of the monthly nine hundred eighty-dollar (\$980) city contribution. Employees who opt-out will be reimbursed the week following the first full pay period day in December. Reimbursements will be for the previous twelve (12) calendar months. Employees will receive the reimbursement by way of a separate check.

Section 2.04 Life Insurance

The City shall provide and pay for a \$20,000 group term life insurance policy for members of this bargaining unit.

Section 2.05 Flexible Spending

Members of this bargaining unit shall be eligible for a flexible spending option.

Section 2.06 Safety Boots

Members of this unit required to wear safety boots shall be granted a two hundred dollar (\$200) per year reimbursement allowance for the purchase of safety boots.

Section 2.07 Compensatory Time

Maximum accrual of compensatory time shall be 150 hours.

Section 2.08 Retirement

Bargaining Unit members will pay the full amount of the PERS employee share contribution. The contribution for existing employees in the Classic 2.5% at 55 PERS formula is 8%. City will continue to report employee retirement contributions as additional compensation to the effect of increasing employee final compensation for retirement.

All new hires will have a retirement formula based on the provisions found in the Public Employees' Pension Reform Act of 2013 (PEPRA)

Section 2.09 Sick Leave

Sick leave shall not be considered as a privilege, which an employee may use at his own discretion, but shall be granted only upon the recommendation of the Department Head. Sick leave shall be allowed and used only in the case of necessity, actual personal sickness or disability, medical, or dental treatment.

Section 2.10 Kin Care

In accordance with the California Labor code, Section 233, employees may use **up to half of their annually accrued sick leave benefits** to care for a sick family member, including a child, parent, spouse, or registered domestic partner.

Section 2.11 Sick Leave Accumulation

Sick leave shall be accrued at the rate of eight (8) hours per month for City employees. There shall be no limit to the amount of sick leave that may be accrued. Time off and time accrued shall be based on 2080 hours worked for the year.

Section 2.12 Annual Sick Leave Conversion Plan

An employee who has not taken more than 36 hours of sick leave during a fiscal year and has a balance of 192 hours on the books shall be entitled to convert up to 32 hours of unused sick leave to pay.

Section 2.13 Injury Leave

An employee placed on injury leave status shall continue to receive full pay for a period based on the following schedule:

0-5 years of service:	30 working days excluding holidays
5-10 years of service:	60 working days excluding holidays
10+ years of service:	90 working days excluding holidays

Section 2.14 Vacation Accrual

Vacation accrual in excess of the maximum accrual of two years annual leave shall be removed from the employee's vacation leave balance. Thereafter, vacation accrual will cease for the employee at attainment of the two-year accumulation limit. Once the balance has been reduced to a level below the two-year accumulation limit, accrual shall be reinstated. Employees on industrial leave shall continue to accrue vacation in excess of the two-year limit during the period of their disability. The City will allow a 30-day extension if the employee is unable to take his vacation because of the needs of the City.

Section 2.15 Cash Payment Option for Vacation

An employee who has reached their maximum balance for vacation time may elect to receive cash payment for up to a maximum of forty (40) hours of accumulated vacation hours annually, except during a fiscal emergency declared by City Council resolution.

Section 2.16 Vacation Leave

Full-time employees employed by the City of Oakdale for one year or more shall earn paid vacation as follows:

1 through 3 years:	80 hours per year
4 through 8 years:	120 hours per year
9 through 15 years:	144 hours per year
16 or more years:	160 hours per year plus 8 hours for every year of service past 20 years to a maximum of 200 hours

Section 2.17 Modified Work Schedule

Members of this unit will be able to work alternative work schedules provided there is no significant or adverse impact on the City's operations and with the approval of the Department Head.

Section 2.18 Performance Incentive Pay Plan

Employees in this bargaining unit shall be eligible for pay increases in addition to the normal step ranges and/or negotiated increases. Such increases shall not exceed five percent (5%) and shall be made in increments of two and one-half percent (2.5%) with eligibility limited to those employees who have completed seven and one-half (7 ½) years of City service or more and subject to evaluation of the employee's performance by the employee's Department Head subject to the following:

- A. The employee's Performance Incentive Pay evaluation will take place during the employee's regularly scheduled Annual Evaluation. If for some reason the employee's Annual Evaluation is not completed by their anniversary date, the employee shall be paid retroactive to their Annual Evaluation due date. The Department Head shall discuss the evaluation report with the employee and obtain the employee's acknowledgement of such discussion. The report shall include a recommendation concerning the employee's merit or performance pay increase. The employee must receive "Meets expectations" overall rating on the evaluation. Should the Department Head deny a performance pay increase to an eligible employee, the employee shall have a right of appeal to the City Manager as follows:

Appeal Within five (5) days after receiving the report of performance, an employee may request, in writing, a review of the report with the City Manager. Within five (5) days after said review, the City Manager shall either accept the original report, a modified report, or cause a new report to be prepared which shall be entered into the personnel file as the official report. The official report shall bear the City Manager's signature. The decision of the City Manager shall be final.

- B. Performance pay increases are subject to annual review and if the employee's performance no longer warrants such an increase, it may be discontinued subject to the right of appeal in accordance with procedures found in the City of Oakdale Merit System Rules and Regulations.

Section 2.19 Out of Class Pay

Employees working out of class in an acting position that would otherwise be filled by a full-time position will be compensated with a 5% pay increase after completing 30 days in the acting position during any 12-month calendar year. The 5% pay increase will be retroactive to the first day of the acting position and continue for as long as the employee fills the acting position.

Section 2.20 Certification Pay Incentive

The following incentives are available to the Maintenance Worker classifications within this Bargaining Unit. Those employees who are required through their job description to maintain a listed license, certificate or degree are not eligible for that incentive.

- a. Water Distribution Operator I 1%
- b. Water Distribution Operator II 1%
- c. Water Treatment Operator I 1%
- d. Water Treatment Operator II 1%
- e. Collections Systems Maintenance I 1%
- f. Collections Systems Maintenance II 1%

Maintenance Worker Classifications Defined: Maintenance Worker I, Maintenance Worker II, Senior Maintenance Worker, Equipment Operator, and Lead Maintenance Worker.

Maximum Certification Incentive Pay:

The maximum certification incentive pay an employee can receive for qualified certificates is five 5% percent.

Proof of certification must be presented to the City Manager for approval. The incentive pay will be included on the payroll following approval by the City Manager. It is the responsibility of the employee to provide proof of the certification.

Employees already receiving Certification Pay incentives as of June 30, 2013 will not be affected by this change. Should any employee in the bargaining unit be required to obtain a certification because of a state or federal requirement, the employee will be granted 1% certification pay incentive, and be allowed to exceed the incentive cap.

Section 2.21 On-call Compensation.

Public Works Emergency Duty Employees shall receive twenty (20) hours of time off as compensation for each week of standby duty. All work performed during standby duty shall be compensated for at one and one-half (1½) times the regular hourly rate for the accumulated total hours of such work or a minimum of two (2) hours at time and one-half (1½), whichever is greater.

Section 2.22 American Recovery Plan Act Payments

ARPA Payment #1 – OMEBU employees will receive a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the first payment of ARPA Funds. Funds are expected sometime during the summer of 2021.

ARPA Payment #2 – OMEBU employees will receive a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the second payment of ARPA Funds. Funds are expected sometime during the summer of 2022.

To be eligible for these funds individuals must have worked for the City of Oakdale during the COVID-19 pandemic and were hired prior to May 25, 2021.

ARTICLE III - TERMS AND CONDITIONS

Section 3.01 Duration

The term of this Memorandum of Understanding will be July 1, 2018 through June 30, 2022 unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this agreement.

On or about March 1, 2022 the City and Bargaining Unit will discuss the financial position of the City's General Fund.

Section 3.02 Conflicts

This Memorandum of Understanding shall govern in all conflicts between this agreement and any other related City documents except where demonstrated conflict exists with State or Federal law.

Section 3.03 Matters Affecting Wages, Etc.

It is mutually understood that all matters affecting wages, hours, and other terms and conditions of employment proposed or intended for modification through City ordinance, resolution, or by any similar vehicle causing same shall be submitted to the Oakdale Miscellaneous Employee Bargaining Unit for their concurrence pursuant to Government Code Sections 3500 through 3511.

For the City of Oakdale

Date _____

Signature _____
Bryan Whitemyer, City Manager

**For Operating Engineers Local Union No. 3
Of the International Union of Operating Engineers, AFL-CIO**

Michael A Eggener
Senior Business Agent

Date

Brian Odom
President, OMEBU

Date

Tim Neep
Director, Public Employee Division

Date

Brad Clinkenbeard
Vice President, OMEBU

Date

FY 2021-2022 – FY 2023-2024 MEMORANDUM OF UNDERSTANDING OAKDALE MISCELLANEOUS EMPLOYEES BARGAINING UNIT

EXHIBIT A – Salary Ranges

Effective July 1, 2021
3% COLA

Bargaining Group: Miscellaneous Employees											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Custodian	3	2,597.16	2,714.74	2,833.61	2,961.53	3,095.92	14.98	15.66	16.35	17.09	17.86
Finance Clerk I	10	3,033.89	3,169.56	3,314.28	3,465.46	3,624.39	17.50	18.29	19.12	19.99	20.91
Administrative Clerk	13	3,241.92	3,390.51	3,545.57	3,707.09	3,877.64	18.70	19.56	20.46	21.39	22.37
Facility Maintenance Worker I	13	3,241.92	3,390.51	3,545.57	3,707.09	3,877.64	18.70	19.56	20.46	21.39	22.37
Finance Clerk II	13	3,241.92	3,390.51	3,545.57	3,707.09	3,877.64	18.70	19.56	20.46	21.39	22.37
Maintenance Worker I	13	3,241.92	3,390.51	3,545.57	3,707.09	3,877.64	18.70	19.56	20.46	21.39	22.37
Park Maintenance Worker I	13	3,241.92	3,390.51	3,545.57	3,707.09	3,877.64	18.70	19.56	20.46	21.39	22.37
Waste Water Treatment Plant Operator-in-Training	15	3,393.10	3,548.15	3,709.66	3,878.93	4,058.54	19.58	20.47	21.40	22.38	23.41
Maintenance Worker II	17A	3,681.24	3,850.51	4,026.24	4,212.30	4,409.99	21.24	22.21	23.23	24.30	25.44
Preventative Maintenance and Service Technician	17A	3,681.24	3,850.51	4,026.24	4,212.30	4,409.99	21.24	22.21	23.23	24.30	25.44
Senior Finance Clerk	19	3,723.88	3,887.98	4,075.34	4,261.41	4,457.81	21.48	22.43	23.51	24.59	25.72
Waste Water Treatment Plant Operator I	20	3,798.83	3,971.96	4,158.04	4,349.27	4,553.42	21.92	22.92	23.99	25.09	26.27
Senior Maintenance Worker	23	4,070.17	4,257.53	4,453.93	4,665.84	4,884.20	23.48	24.56	25.70	26.92	28.18
Electrical Systems Technician	23A	5,012.12	5,243.42	5,485.04	5,747.34	6,014.81	28.92	30.25	31.64	33.16	34.70
Waste Water Treatment Plant Operator II	24	4,161.91	4,358.31	4,557.30	4,774.38	4,995.33	24.01	25.14	26.29	27.54	28.82
Equipment Operator	25	4,258.82	4,457.81	4,667.13	4,886.79	5,112.91	24.57	25.72	26.93	28.19	29.50
Waste Water Treatment Plant Maintenance Mechanic	25	4,258.82	4,457.81	4,667.13	4,886.79	5,112.91	24.57	25.72	26.93	28.19	29.50
Equipment Coordinator	25A	4,699.43	4,919.09	5,150.39	5,392.00	5,642.68	27.11	28.38	29.71	31.11	32.55
Bargaining Group: Miscellaneous Employees (cont.)											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Laboratory Technician	29	4,672.30	4,890.67	5,121.95	5,363.58	5,615.55	26.96	28.22	29.55	30.94	32.40
Recreation Services Coordinator	29	4,672.30	4,890.67	5,121.95	5,363.58	5,615.55					
Lead Maintenance Worker	29A	5,063.81	5,300.26	5,550.94	5,813.24	6,085.87	29.21	30.58	32.02	33.54	35.11
Code Enforcement Officer	30	4,780.83	5,005.67	5,088.18	5,488.91	5,748.63					
Senior Waste Water Treatment Plant Operator	31	4,893.25	5,124.54	5,366.16	5,619.42	5,885.60	28.23	29.56	30.96	32.42	33.96
Senior Engineering Technician	34	5,248.58	5,494.08	5,756.39	6,029.03	6,315.87	30.28	31.70	33.21	34.78	36.44
Recreation Supervisor	35	5,371.34	5,624.58	5,893.35	6,173.74	6,465.75	30.99	32.45	34.00	35.62	37.30
Senior Building Inspector	35B	5,742.17	6,013.51	6,300.37	6,598.85	6,911.54	33.13	34.69	36.35	38.07	39.87

FY 2021-2022 – FY 2023-2024 MEMORANDUM OF UNDERSTANDING OAKDALE MISCELLANEOUS EMPLOYEES BARGAINING UNIT

Effective July 1, 2022
3% COLA

Bargaining Group: Miscellaneous Employees											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Custodian	3	2,675.07	2,796.18	2,918.62	3,050.38	3,188.80	15.43	16.13	16.84	17.60	18.40
Finance Clerk I	10	3,124.91	3,264.65	3,413.71	3,569.43	3,733.12	18.03	18.83	19.69	20.59	21.54
Administrative Clerk	13	3,339.18	3,492.23	3,651.93	3,818.30	3,993.97	19.26	20.15	21.07	22.03	23.04
Facility Maintenance Worker I	13	3,339.18	3,492.23	3,651.93	3,818.30	3,993.97	19.26	20.15	21.07	22.03	23.04
Finance Clerk II	13	3,339.18	3,492.23	3,651.93	3,818.30	3,993.97	19.26	20.15	21.07	22.03	23.04
Maintenance Worker I	13	3,339.18	3,492.23	3,651.93	3,818.30	3,993.97	19.26	20.15	21.07	22.03	23.04
Park Maintenance Worker I	13	3,339.18	3,492.23	3,651.93	3,818.30	3,993.97	19.26	20.15	21.07	22.03	23.04
Waste Water Treatment Plant Operator-in-Training	15	3,494.89	3,654.60	3,820.95	3,995.30	4,180.30	20.16	21.08	22.04	23.05	24.12
Maintenance Worker II	17A	3,791.68	3,966.03	4,147.03	4,338.67	4,542.29	21.88	22.88	23.93	25.03	26.21
Preventative Maintenance and Service Technician	17A	3,791.68	3,966.03	4,147.03	4,338.67	4,542.29	21.88	22.88	23.93	25.03	26.21
Senior Finance Clerk	19	3,835.60	4,004.62	4,197.60	4,389.25	4,591.54	22.13	23.10	24.22	25.32	26.49
Waste Water Treatment Plant Operator I	20	3,912.79	4,091.12	4,282.78	4,479.75	4,690.02	22.57	23.60	24.71	25.84	27.06
Senior Maintenance Worker	23	4,192.28	4,385.26	4,587.55	4,805.81	5,030.73	24.19	25.30	26.47	27.73	29.02
Electrical Systems Technician	23A	5,162.49	5,400.72	5,649.60	5,919.76	6,195.26	29.78	31.16	32.59	34.15	35.74
Waste Water Treatment Plant Operator II	24	4,286.77	4,489.06	4,694.02	4,917.61	5,145.19	24.73	25.90	27.08	28.37	29.68
Equipment Operator	25	4,386.59	4,591.54	4,807.14	5,033.39	5,266.30	25.31	26.49	27.73	29.04	30.38
Waste Water Treatment Plant Maintenance Mechanic	25	4,386.59	4,591.54	4,807.14	5,033.39	5,266.30	25.31	26.49	27.73	29.04	30.38
Equipment Coordinator	25A	4,840.42	5,066.67	5,304.90	5,553.76	5,811.96	27.93	29.23	30.61	32.04	33.53
Bargaining Group: Miscellaneous Employees (cont.)											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Laboratory Technician	29	4,812.47	5,037.39	5,275.61	5,524.49	5,784.01	27.76	29.06	30.44	31.87	33.37
Recreation Services Coordinator	29	4,812.47	5,037.39	5,275.61	5,524.49	5,784.01					
Lead Maintenance Worker	29A	5,215.72	5,459.27	5,717.47	5,987.63	6,268.45	30.09	31.50	32.99	34.54	36.16
Code Enforcement Officer	30	4,924.26	5,155.84	5,240.83	5,653.58	5,921.09					
Senior Waste Water Treatment Plant Operator	31	5,040.05	5,278.28	5,527.15	5,788.00	6,062.17	29.08	30.45	31.89	33.39	34.97
Senior Engineering Technician	34	5,406.04	5,658.90	5,929.08	6,209.90	6,505.35	31.19	32.65	34.21	35.83	37.53
Recreation Supervisor	35	5,532.48	5,793.32	6,070.15	6,358.95	6,659.72	31.92	33.42	35.02	36.69	38.42
Senior Building Inspector	35B	5,914.43	6,193.92	6,489.38	6,796.81	7,118.88	34.12	35.73	37.44	39.21	41.07

FY 2021-2022 – FY 2023-2024 MEMORANDUM OF UNDERSTANDING OAKDALE MISCELLANEOUS EMPLOYEES BARGAINING UNIT

Effective July 1, 2023
3% COLA

Bargaining Group: Miscellaneous Employees											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Custodian	3	2,755.32	2,880.07	3,006.18	3,141.89	3,284.46	15.90	16.62	17.34	18.13	18.95
Finance Clerk I	10	3,218.65	3,362.59	3,516.12	3,676.51	3,845.11	18.57	19.40	20.29	21.21	22.18
Administrative Clerk	13	3,439.36	3,596.99	3,761.49	3,932.85	4,113.79	19.84	20.75	21.70	22.69	23.73
Facility Maintenance Worker I	13	3,439.36	3,596.99	3,761.49	3,932.85	4,113.79	19.84	20.75	21.70	22.69	23.73
Finance Clerk II	13	3,439.36	3,596.99	3,761.49	3,932.85	4,113.79	19.84	20.75	21.70	22.69	23.73
Maintenance Worker I	13	3,439.36	3,596.99	3,761.49	3,932.85	4,113.79	19.84	20.75	21.70	22.69	23.73
Park Maintenance Worker I	13	3,439.36	3,596.99	3,761.49	3,932.85	4,113.79	19.84	20.75	21.70	22.69	23.73
Waste Water Treatment Plant Operator in-Training	15	3,599.74	3,764.24	3,935.58	4,115.16	4,305.71	20.77	21.72	22.71	23.74	24.84
Maintenance Worker II	17A	3,905.43	4,085.01	4,271.44	4,468.83	4,678.56	22.53	23.57	24.64	25.78	26.99
Preventative Maintenance and Service Technician	17A	3,905.43	4,085.01	4,271.44	4,468.83	4,678.56	22.53	23.57	24.64	25.78	26.99
Senior Finance Clerk	19	3,950.67	4,124.76	4,323.52	4,520.93	4,729.29	22.79	23.80	24.94	26.08	27.28
Waste Water Treatment Plant Operator I	20	4,030.17	4,213.86	4,411.26	4,614.14	4,830.72	23.25	24.31	25.45	26.62	27.87
Senior Maintenance Worker	23	4,318.04	4,516.82	4,725.18	4,949.98	5,181.65	24.91	26.06	27.26	28.56	29.89
Electrical Systems Technician	23A	5,317.36	5,562.74	5,819.08	6,097.35	6,381.12	30.68	32.09	33.57	35.18	36.81
Waste Water Treatment Plant Operator II	24	4,415.37	4,623.73	4,834.84	5,065.14	5,299.55	25.47	26.68	27.89	29.22	30.57
Equipment Operator	25	4,518.19	4,729.29	4,951.35	5,184.39	5,424.29	26.07	27.28	28.57	29.91	31.29
Waste Water Treatment Plant Maintenance Mechanic	25	4,518.19	4,729.29	4,951.35	5,184.39	5,424.29	26.07	27.28	28.57	29.91	31.29
Equipment Coordinator	25A	4,985.63	5,218.67	5,464.04	5,720.38	5,986.32	28.76	30.11	31.52	33.00	34.54

Bargaining Group: Miscellaneous Employees (cont.)

Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Laboratory Technician	29	4,956.84	5,188.51	5,433.88	5,690.22	5,957.53	28.60	29.93	31.35	32.83	34.37
Recreation Services Coordinator	29	4,956.84	5,188.51	5,433.88	5,690.22	5,957.53					
Lead Maintenance Worker	29A	5,372.20	5,623.05	5,888.99	6,167.26	6,456.50	30.99	32.44	33.97	35.58	37.25
Code Enforcement Officer	30	5,071.98	5,310.51	5,598.05	5,823.19	6,098.72					
Senior Waste Water Treatment Plant Operator	31	5,191.25	5,436.63	5,692.96	5,961.64	6,244.03	29.95	31.37	32.84	34.39	36.02
Senior Engineering Technician	34	5,568.22	5,828.67	6,106.95	6,396.19	6,700.51	32.12	33.63	35.23	36.90	38.66
Recreation Supervisor	35	5,698.45	5,967.12	6,252.25	6,549.72	6,859.52	32.88	34.43	36.07	37.79	39.57
Senior Building Inspector	35B	6,091.86	6,379.73	6,684.06	7,000.72	7,332.45	35.15	36.81	38.56	40.39	42.30



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-XX

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING THE MEMORANDUM OF UNDESTANDING BETWEEN THE CITY OF
OAKDALE AND THE OAKDALE MANAGEMENT CONFIDENTIAL BARGAINING
UNIT FOR FISCAL YEARS 2021-2022 THROUGH 2023-2024 AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING**

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

WHEREAS, the attached Memorandum of Understanding (MOU) between the City of Oakdale and the Oakdale Management Confidential Bargaining Unit covering the term for Fiscal Years 2021-2022 through 2023-2024 is hereby accepted and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the **CITY OF OAKDALE CITY COUNCIL** hereby authorizes and directs the City Manager to execute said MOU on behalf of the City of Oakdale.

THE FOREGOING RESOLUTION IS HEREBY PASSED AND ADOPTED THIS 7th DAY OF June, 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze Roberts
City Clerk

FY 2021-2022 through FY 2023-2024

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF OAKDALE, CALIFORNIA, HEREINAFTER KNOWN AS "CITY",

AND

MANAGEMENT AND CONFIDENTIAL BARGAINING UNIT

HEREINAFTER KNOWN AS "UNIT"

SECTION 1. GENERAL

1.01 Intent and Purpose

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the understanding of the parties regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employment between employees represented by the Unit and the City.

The Unit agrees to recommend ratification to its membership and City agrees to recommend to the City Council of the City of Oakdale that all terms of this Memorandum be adopted in full by resolution of the City Council. Upon such adoption, all terms and conditions of this Memorandum shall then become effective without further action by either party on **July 1, 2021**

1.02 Recognition

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the Management and Confidential Bargaining Unit is formally recognized as the duly authorized representative of all full-time job classifications with the exception of Miscellaneous Police and Senior Management employees.

1.03 Scope of Meeting and Conferring

The scope of representation shall include, but not be limited to; wages, hours, and other items and conditions of employment. Notwithstanding the foregoing, nothing is intended to circumscribe or modify the exclusive management rights of the City of Oakdale in accordance with applicable laws and the Merit System Rules and Regulations.

1.04 Continuation

The purpose of this MOU is to describe the salary and benefits offered to employees of this bargaining unit. This MOU supersedes and replaces all previous MOU's and side letters.

1.05 Constitutionality

If any section, subsection, subdivision, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

1.06 No Strike Clause

Employees represented by the Unit shall not engage in any strike, sit down, slowdown, or work stoppage during the life of this MOU.

1.07 Modified Work Schedule

At the discretion of the Department Director, members of the Management/Confidential Unit may work alternative work schedules provided there is not significant or adverse impact on the City's operation and with the approval of the City Manager. The City Manager may order a return to the traditional 5/8 schedule if in his/her opinion the modified schedule is adversely impacting the operation of City services.

1.08 Legal Services

The City will provide interim contract legal services for all Management/Confidential members who are not otherwise represented and are questioned in regard to any investigation from outside law enforcement authorities resulting from or related to a critical incident occurring within the scope of his/her employment.

SECTION 2. COMPENSATION

2.01 Salaries

All members of the bargaining unit will receive a salary step increase the first pay period following each of the below dates.

3% COLA – July 1, 2021

3% COLA – July 1, 2022

3% COLA – July 1, 2023

The salary table for members of this bargaining unit is included in Exhibit A.

2.02 Contract Re-opener Clause

In the event the City grants a larger cost-of-living increase or health contribution to any other unit for the period of this contract, the City agrees to adjust the cost of living increase and health insurance contribution negotiated with the Management Confidential Unit to an equivalent amount.

2.03 Merit Pay

Merit adjustments may be made by the City Manager on an annual basis of 2.5% to a maximum of 5% of base pay.

The maximum Merit Pay is 7.5% of base pay. There shall be no automatic adjustment to the ceiling of 7.5%. All increases shall require a full performance evaluation, recommendation by the Department Director, and approval of the City Manager.

2.04 Deferred Compensation

Employees may elect monthly payroll deduction in an amount permissible under the City plan to be placed in a deferred compensation program administered at no cost by the City. Such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program.

2.05 Uniform Allowance

On the first pay period of each new fiscal year, the Police Lieutenants shall receive an annual uniform allowance. The Police Lieutenants shall receive the amount equal to the uniform allowance agreed to in the Police Officers Association MOU.

2.06 Incentive Pay

Employees entering the Management/Confidential Unit from the Police bargaining unit shall retain any incentive pay they received at the time they were a member of the aforementioned bargaining unit. The incentive pay shall be frozen at the rate it was at the time the employee enters the Management/Confidential Unit.

2.07 Pay Differentials

Individuals in the Management/Confidential Unit may apply for any of the following incentives:

A. Bilingual Pay

Each Department Director shall, on an annual basis, determine the number of bilingual employees that are needed for oral translation purposes within their department. For purposes of this Article, bilingual is defined as Spanish, Southeast Asian languages(s) common to this area, sign language, or other languages deemed desirable by the Department Director.

A review panel made up of three experts (as determined by the department director) will assess the qualifications of employees wishing to volunteer. Two of the three panel members must agree that the person is capable of bilingual translation.

Employees who pass the review panel and are needed in this capacity by the department shall be paid an additional 2.5% on their base pay, provided they maintain their bilingual skill competency. Employees must agree to use their bilingual skills at the direction of the department. Employees failing to use their bilingual skills at the direction of the City shall immediately lose their qualification for the additional 2.5% bilingual pay.

B. Notary Pay

Each employee not required as a condition of employment who is directed by the City to obtain a Notary Commission from the Secretary of State shall be paid an additional 2.5% on their base pay provided they maintain and renew their Commission as required by law. Employees must use their notary skills at the direction of the City. Employees failing to use their notary skills at the direction of the City shall immediately lose their qualification for the additional 2.5% notary pay.

C. Education Incentive

Employees of this bargaining unit who achieve a degree highlighted below,

from an accredited institution, that is not required in their job description shall receive an education incentive:

BA/BS Degree	1%
Master's Degree	2.5%

Education Incentives will have a 2.5% cap for all members of the Management/Confidential Unit.

To be eligible for the educational incentive, an employee must have completed their probationary period. Any employee who is on probation as a result of a promotion shall be eligible for the appropriate incentive during the promotional, probationary period.

2.08 American Recovery Plan Act Payments

ARPA Payment #1 – Management Confidential employees will receive a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the first payment of ARPA Funds. Funds are expected sometime during the summer of 2021.

ARPA Payment #2 – Management Confidential employees will receive a \$5,000 lump-sum payment the first pay period following the City of Oakdale receiving the second payment of ARPA Funds. Funds are expected sometime during the summer of 2022.

To be eligible for these funds individuals must have worked for the City of Oakdale during the COVID-19 pandemic and were hired prior to May 25, 2021.

SECTION 3. LEAVE

3.01 Vacation

Management/Confidential employees may accrue vacation leave to a maximum balance of twice the employee's yearly entitlement. Accumulation of vacation time shall be in accordance with the following vacation entitlement schedule:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
0 thru 3 years	80 Hours
4 thru 8 years	120 Hours
9 thru 15 years	144 Hours
16 and over	160 Hours
20 plus	8 Hours per year of service up to a max of 200 hours

The vacation accrual time will be extended to three years for members of this unit who have been denied the ability to use their vacation accrual by their Department Director due to the needs of the City. This does not include employees who declined the

opportunity to use vacation. Prior to reaching the second year of maximum balance for vacation, a written request for the extension must be submitted by the employee to their Department Director to be reviewed and granted at the discretion of the Director and the City Manager.

3.02 Holidays

The City agrees to provide employees covered by this agreement twelve paid holidays per year to include the following:

1. New Year's Day, January 1
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. July 4th
6. Labor Day
7. November 11th
8. Thanksgiving
9. Friday after Thanksgiving
10. December 25th
11. Good Friday
12. A "floating" holiday

It is the intent of this agreement that employees covered shall receive twelve paid holidays regardless of their assigned work week. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, another day may be selected in lieu of the holiday with the consent of the City Manager.

3.03 Management Leave

In recognition of the long hours required to perform at the Management/Confidential level, including attendance at numerous meetings outside normal working hours, the following Management Leave policy shall be implemented:

Each Management/Confidential employee shall receive eighty (80) hours of Management Leave per fiscal year. Forty (40) hours may be carried over into the following fiscal year. At no time shall the employee have more than 120 hours of Management Leave days on the books. There is no cash value/payment for unused management leave on the books at termination or retirement.

3.04 Management Leave Option

Management/Confidential employees shall be afforded the option of receiving twenty-four (24) hours of additional Management Leave per year at the discretion of the Department Director.

3.05 Vacation Sell Back

Management/Confidential employees will be allowed to sell back, at each employee's discretion, up to forty hours (40) of vacation or holiday time at the beginning of each fiscal year, payable the first pay period in July and cash out up to forty (40) hours of vacation or holiday time, payable the first pay period in December of each fiscal year. Employees must notify the Finance Department of their decision two (2) weeks prior to check issuance. Payment will be made by separate checks.

3.06 Sick Leave

Employees shall earn sick leave at the rate of eight (8) hours for each month, or fraction thereof, worked. There shall be no limit to the amount of sick leave that may be accrued. Time off and time accrued shall be based on 2080 hours worked for the year.

Sick leave shall not be considered as a privilege, which an employee may use at his own discretion, but shall be granted only upon the recommendation of the department head. Sick leave shall be allowed and used only in the case of necessity, actual personal sickness or disability, medical, or dental treatment.

In accordance with the California Labor Code, Section 233, employees may use **up to half of their annually accrued sick leave benefits** to care for a sick family member, including a child, parent, spouse, or registered domestic partner as defined by the City's Merit System Rules and Regulations.

3.07 Annual Sick Leave Conversion Plan

Any employee who has not taken more than 36 hours of sick leave during the twelve (12) month period beginning the first pay period in July and ending the second pay period in June of each year shall be entitled to convert up to 36 hours of unused sick leave to pay.

3.07 Leave of Absence

Management/Confidential employees shall be granted a leave of absence with full pay for jury service, appearances required of employee as a witness, or

attendance in court resulting from employee's official duties. Any compensation received from those activities shall be remitted to the City.

3.08 Bereavement Leave

Up to three (3) days bereavement leave may be granted by the Department Director in the event of a death in the employee's family or a close relative residing in the house of the employee as defined by the City's Merit Rules. All leave in excess of three (3) days will be charged against the employee's sick leave balance. Requests for leave in excess of three (3) days for this purpose shall be subject to approval of the City Manager.

SECTION 4. EDUCATION

4.01 The City will assume any cost of continued training/certification or recertification required for a position within this group (POST, Notary, etc.). The costs include travel with per diem, registration, tuition, book/course materials, certifications, bonds or other reasonable costs that are considered legitimate City expenditures.

4.02 The Police Lieutenant will be granted the POST per diem rate.

4.03 In order to promote continued development of skills, knowledge and abilities among the Management/Confidential Unit, the City Manager may grant time to attend professional, technical or managerial workshops, courses, conferences, conventions, seminars, or related activities. All such requests shall be submitted in writing to the City Manager with adequate justification. Attendance shall be at the discretion of the City Manager.

The costs for attendance at these activities including travel, registration, tuition, book/course materials, or other reasonable costs are considered legitimate City expenditures when provided for in the annual City budget and approved by the City Manager.

SECTION 5. CIVIC ORGANIZATION MEMBERSHIP FEES

5.01 Management/Confidential personnel are encouraged to maintain membership in appropriate civic organizations. These memberships serve to acquaint the City with current information in the community. The City will include the costs of these membership fees in the respective department budgets to a maximum of \$1,000.00 per year for this entire group. Membership in these organizations shall not interfere with the productivity or the employee's duties. Employees will not be

allowed to perform any duties related to a civic organization event while on City time.

SECTION 6. HEALTH AND MEDICAL INSURANCE

- 6.01** The City shall continue to offer medical, dental, and vision plans as those plans are currently structured or as the plan providers may amend the plans from time-to-time. The City may substitute plans currently offered with plans of substantially similar benefits.

The City will pay the cost of medical, dental, vision, and prescription insurance for employee and dependents to a maximum of nine hundred and eighty dollars (\$980) per month, plus fifty percent (50%) of any increase in excess of one thousand fifty dollars (\$1050) per month.

The City agrees to establish IRS Section 125 tax savings plans for premiums and flexible spending accounts (i.e. medical reimbursements and dependent care). The employees shall be responsible for any enrollment and administration expenses relating to the flexible spending accounts.

6.02 Health Insurance Opt-Out

Employees who opt-out of the City provided health plans shall be entitled to 50% of the nine-hundred and eighty (\$980) City contribution. Employees who opt-out will be reimbursed on the first full pay period day in December. Reimbursements will be for the previous twelve (12) calendar months. Employees will receive the reimbursement by way of a separate check.

SECTION 7. RETIREE HEALTH SAVINGS PLAN

- 7.01** Upon retirement after a minimum of ten (10) years of City service, Management/Confidential employees may convert **50%** of unused sick leave to pay for health insurance premiums during retirement. The value of the sick leave will be kept in an account in the employee's name at the value it held at the time of retirement and may be drawn on for health care until all funds are used. This benefit may be used in combination with the sick leave payout described in paragraph (1) of Section 610 – Payment on Termination of the City of Oakdale Merit System Rules and Regulations.

SECTION 8. LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE

- 8.01** The City agrees to pay the premium on term life insurance for a flat amount of \$75,000 for each insurable Management/Confidential unit employee.

The City pays the premium for a long-term disability insurance benefit that is 66 2/3% of insured earnings less income from other sources (sick leave, disability, etc.)

SECTION 9. RETIREMENT

- 9.01** For non-sworn employees, the City shall provide the PERS 2.5% at 55 Local Miscellaneous Members Retirement Program.

- 9.02** For sworn employees, the City shall provide the PERS 3% at age 50 Local Safety Members' Retirement Program (also known as CHP Plan).

- 9.03** The City's contract with the Public Employees' Retirement System (PERS) has been amended and shall provide the following additional benefits:

1. One-year highest compensation benefit as outlined in Government Code Section 20042 for Miscellaneous Employees.
2. 1959 Survivor Benefit at the increased level, as provided for in Government Code Section 21573; Level 3 for Miscellaneous and Police employees and Level 4 for Fire employees.
3. Credit for unused Sick Leave as provided for in Government Code Section 20965 as follows:

"20965. A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer. The certification shall report only those days of unused sick leave that were accrued by the member during the normal course of his or her employment and shall not include any additional days of sick leave reported for the purpose of increasing the member's retirement benefit. Reports of unused days of sick leave shall be subject to audit and retirement benefits may be adjusted where improper reporting is found. This section shall not apply to any contracting agency nor to the employees of a contracting agency until

the agency elects to be subject to this section by contract or by amendment to its contract made in the manner prescribed for approval on contracts, except that an election among the employees is not required, or, in the case of contracts made after September 26, 1974, by express provision in the contract making the contracting agency subject to this section. This section shall only apply to members who retire after the effective date of the contract amendments.”

- 9.04** The Employees of this bargaining unit shall reimburse the City (8% for Non-Sworn and 9% for Sworn) for the employee contribution paid to PERS by the City on behalf of the employees.
- 9.05** The City shall report the 8%/9% employee contribution as Employer Paid Member Contributions in compliance with Government Code Section 20636(c).
- 9.06** All new hires will have a retirement formula based on the provisions found in the Public Employees' Pension Reform Act of 2013 (PEPRA)

SECTION 10. TERMS AND CONDITIONS

10.01 Duration

The terms of this MOU shall become effective **July 1, 2018**, and continue in effect until **June 30, 2022** unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this agreement.

10.02 Conflicts

This MOU shall govern in all conflicts between this agreement and any other related City documents, except where demonstrated conflict exists with State or Federal law.

10.03 Matters Affecting Wages, Etc.

It is mutually understood that all matters affecting wages, hours, and other terms and conditions of employment proposed or intended for modification through City ordinance, resolution, or by any similar vehicle causing same shall be submitted to the Management and Confidential Bargaining Unit for their concurrence pursuant to Government Code Sections 3500 through 3511.

Date _____ Signature _____
Bryan Whitemyer, City Manager

Date _____ Signature _____
Cody Bridgwater, Representative
Management and Confidential Bargaining Unit

Date _____ Signature _____
Julie Christel, Representative
Management and Confidential Bargaining Unit

EXHIBIT A – Salary Schedule

Effective July 1, 2021
3% COLA

Bargaining Group: Management/Confidential											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Executive Secretary	428	6,063.91	6,279.69	6,505.81	6,740.98	6,990.36	34.98	36.23	37.53	38.89	40.33
Recreation Services Supervisor	433	6,565.25	6,810.75	7,064.01	7,332.77	7,614.45	37.88	39.29	40.75	42.30	43.93
Maintenance Worker Supervisor	433	6,565.25	6,810.75	7,064.01	7,332.77	7,614.45	37.88	39.29	40.75	42.30	43.93
Accounting Manager	434	6,819.12	7,076.13	7,344.96	7,623.07	7,918.31	39.34	40.82	42.37	43.98	45.68
Management Analyst	434	6,819.12	7,076.13	7,344.96	7,623.07	7,918.31	39.34	40.82	42.37	43.98	45.68
WWTP Supervisor	438	7,207.43	7,481.36	7,768.21	8,069.27	8,392.30	41.58	43.16	44.82	46.55	48.42
Council Services and Legislative Records Manager	439	7,406.42	7,690.68	7,982.70	8,297.98	8,623.59	42.73	44.37	46.05	47.87	49.75
Public Works Superintendent	443	7,993.04	8,304.44	8,630.05	8,976.34	9,332.96	46.11	47.91	49.79	51.79	53.84
Assistant to the City Manager	443B	8,312.91	8,671.92	9,047.56	9,443.41	9,860.67	47.96	50.03	52.20	54.48	56.89
Police Lieutenant	444	9,035.78	9,426.00	9,834.31	10,264.58	10,718.11	52.13	54.38	56.74	59.22	61.84

Effective July 1, 2022
3% COLA

Bargaining Group: Management/Confidential											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Executive Secretary	428	6,245.82	6,468.08	6,700.99	6,943.21	7,200.07	36.03	37.32	38.66	40.06	41.54
Recreation Services Supervisor	433	6,762.21	7,015.07	7,275.93	7,552.75	7,842.88	39.01	40.47	41.98	43.57	45.25
Maintenance Worker Supervisor	434	6,762.21	7,015.07	7,275.93	7,552.75	7,842.88	39.01	40.47	41.98	43.57	45.25
Accounting Manager	434	7,023.69	7,288.41	7,565.31	7,851.77	8,155.85	40.52	42.05	43.65	45.30	47.05
Management Analyst	434	7,023.69	7,288.41	7,565.31	7,851.77	8,155.85	40.52	42.05	43.65	45.30	47.05
WWTP Supervisor	438	7,423.65	7,705.80	8,001.26	8,311.35	8,644.07	42.83	44.46	46.16	47.95	49.87
Council Services and Legislative Records Manager	439	7,628.61	7,921.40	8,222.18	8,546.92	8,882.30	44.01	45.70	47.44	49.31	51.24
Public Works Superintendent	443	8,232.83	8,553.57	8,888.95	9,245.63	9,612.95	47.50	49.35	51.28	53.34	55.46
Assistant to the City Manager	443B	8,562.30	8,932.07	9,318.98	9,726.72	10,156.49	49.40	51.33	53.76	56.12	58.60
Police Lieutenant	444	9,306.85	9,708.78	10,129.34	10,572.52	11,039.66	53.69	56.01	58.44	61.00	63.69

Effective July 1, 2023
3% COLA

Bargaining Group: Management/Confidential											
Classification	Range	Step					Step				
		A	B	C	D	E	A	B	C	D	E
		Monthly					Hourly				
Executive Secretary	428	6,433.20	6,662.12	6,902.02	7,151.50	7,416.07	37.11	38.44	39.82	41.26	42.79
Recreation Services Supervisor	433	6,965.07	7,225.53	7,494.20	7,779.33	8,078.17	40.18	41.69	43.24	44.88	46.60
Maintenance Worker Supervisor	434	6,965.07	7,225.53	7,494.20	7,779.33	8,078.17	40.18	41.69	43.24	44.88	46.60
Accounting Manager	434	7,234.40	7,507.06	7,792.27	8,087.32	8,400.53	41.74	43.31	44.96	46.66	48.46
Management Analyst	434	7,234.40	7,507.06	7,792.27	8,087.32	8,400.53	41.74	43.31	44.96	46.66	48.46
WWTP Supervisor	438	7,646.36	7,936.98	8,241.29	8,560.69	8,903.39	44.11	45.79	47.55	49.39	51.37
Council Services and Legislative Records Manager	439	7,857.47	8,159.05	8,468.85	8,803.33	9,148.77	45.33	47.07	48.86	50.79	52.78
Public Works Superintendent	443	8,479.81	8,810.18	9,155.62	9,523.00	9,901.34	48.92	50.83	52.82	54.94	57.12
Assistant to the City Manager	443B	8,819.17	9,200.03	9,598.55	10,018.52	10,461.18	50.88	53.08	55.38	57.80	60.35
Police Lieutenant	444	9,586.06	10,000.04	10,433.22	10,889.69	11,370.85	55.30	57.69	60.19	62.83	65.60



IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA
CITY COUNCIL RESOLUTION 2021-XX

**A RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
APPROVING REVISED SALARY RANGES FOR CITY OF OAKDALE SENIOR
MANAGEMENT EMPLOYEES FOR FISCAL YEARS 2021-2022 THROUGH 2023-2024**

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

WHEREAS, the attached revised salary ranges for the City of Oakdale Senior Management Employees as listed in Exhibit 1 covering the term for Fiscal Years 2021-2022 through 2023-2024 is hereby accepted and approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the **CITY OF OAKDALE CITY COUNCIL** hereby authorizes and directs the City Manager to execute said MOU on behalf of the City of Oakdale.

THE FOREGOING RESOLUTION IS HEREBY PASSED AND ADOPTED THIS 7th DAY OF June, 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouze Roberts
City Clerk



**CITY OF OAKDALE
CITY COUNCIL RESOLUTION 2021-_____**

Exhibit 1

Senior Management Salary Range Tables

Effective July 1, 2021

3% COLA

City Manager & Department Directors												
Classification	Range	Step						Step				
		A	B	C	D	E		A	B	C	D	E
		Monthly						Hourly				
City Manager	500	15,367.99	16,136.39	16,943.21	17,790.37	18,679.88		88.66	93.09	97.75	102.64	107.77
Finance Director	492	10,125.28	10,631.05	11,162.66	11,721.35	12,305.88		58.42	61.33	64.40	67.62	71.00
Police Chief	482	11,469.08	12,042.53	12,644.29	13,275.58	13,941.33		66.17	69.48	72.95	76.59	80.43
Public Services Director	482	11,469.08	12,042.53	12,644.29	13,275.58	13,941.33		66.17	69.48	72.95	76.59	80.43

Effective July 1, 2022

3% COLA

City Manager & Department Directors												
Classification	Range	Step						Step				
		A	B	C	D	E		A	B	C	D	E
		Monthly						Hourly				
City Manager	500	15,829.03	16,620.48	17,451.50	18,324.08	19,240.28		91.32	95.89	100.68	105.72	111.00
Finance Director	492	10,429.04	10,949.98	11,497.54	12,072.99	12,675.06		60.17	63.17	66.33	69.65	73.13
Police Chief	482	11,813.15	12,403.81	13,023.62	13,673.85	14,359.57		68.15	71.56	75.14	78.89	82.84
Public Services Director	482	11,813.15	12,403.81	13,023.62	13,673.85	14,359.57		68.15	71.56	75.14	78.89	82.84

Effective July 1, 2023

3% COLA

City Manager & Department Directors												
Classification	Range	Step						Step				
		A	B	C	D	E		A	B	C	D	E
		Monthly						Hourly				
City Manager	500	16,303.91	17,119.09	17,975.05	18,873.80	19,817.49		94.06	98.76	103.70	108.89	114.33
Finance Director	492	10,741.91	11,278.48	11,842.47	12,435.18	13,055.31		61.97	65.07	68.32	71.74	75.32
Police Chief	482	12,167.55	12,775.93	13,414.33	14,084.07	14,790.36		70.20	73.71	77.39	81.25	85.33
Public Services Director	482	12,167.55	12,775.93	13,414.33	14,084.07	14,790.36		70.20	73.71	77.39	81.25	85.33

AGENDA ITEM 12.1:

Update on COVID-19 Response in Oakdale.